RETURN BID TO/ RETOURNER LES SOUMISSIONS À :

receptionsoumission-bidsreceiving.spp@international.gc.ca

Department of Foreign Affairs, Trade and Development (DFATD)

Ministère des Affaires étrangères, Commerce et Développement (MAECD)

Request for Proposal Demande de proposition

Proposal to:

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

Proposition à:

Ministère des Affaires Étrangères, Commerce et Développement

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

Comments — Commentaires :

Issuing Office - Bureau de distribution

Foreign Affairs, Trade and Development Canada 200 Promenade du Portage, Gatineau, Québec, K1A 0G4

Affaires étrangère, Commerce et Développement Canada 200 Promenade du Portage, Gatineau, Québec, K1A 0G4

Title-Sujet: Headquarters Emergency Response Team (HQ-ERT) functional exercise			
Supply Arrangement# N/A			
Sollicitation No. — N° de l'invitation 20-158445 Date: October 21, 20			
Sollicitation Closes — L'invitation prend fin	Time Zone —Fuseau horaire		
At /à: 2 :00 PM On / le December 02, 2019	EDT(Eastern Daylight Time) / HAE (heure avancée de l'Est)		
F.O.B. — F.A.B. Plant-Usine: Destination: X Othe	r — Autre: 🗌		
Address Enquiries to — Addresser les questions à: Assane Ndiaye assane.ndiaye@international.gc.ca			
Telephone No. – No de téléphone: (343) 203-5579			
Destination of Goods and or Services/ Destin services:	ation – des biens et ou		
Department of Foreign Affairs, Trade and Development (DFATD) / Ministère des Affaires étrangères, Commerce et Développement (MAECD)			
Vendor/Firm Name and Address — Nom du Vendeur et adresse du fournisseur/de l'entrepreneur:			
Telephone No. – No de téléphone:			
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)			
Name, Title			
Signature Da	 ate		

 $\begin{array}{c} \text{File No. - N}^{\circ} \text{ du dossier} \\ 20\text{-}158445 \end{array}$

TABLE OF CONTENTS

PART 1	1 - GENERAL INFORMATION	4
1.1	Introduction	2
1.2	SUMMARY	
1.3	Debriefings	5
PART 2	2 - BIDDER INSTRUCTIONS	6
2.1	STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS	f
2.2	SUBMISSION OF BIDS	
2.3	FORMER PUBLIC SERVANT	
2.4	ENQUIRIES - BID SOLICITATION	8
2.5	APPLICABLE LAWS	
2.6	IMPROVEMENT OF REQUIREMENT DURING SOLICITATION PERIOD	
PART 3	3 - BID PREPARATION INSTRUCTIONS	9
3.1	BID PREPARATION INSTRUCTIONS	<u>c</u>
PART 4	4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	10
4.1	EVALUATION PROCEDURES	
4.2	BASIS OF SELECTION	10
PART	5 – CERTIFICATIONS	16
5.1	CERTIFICATIONS REQUIRED WITH THE BID	
5.2	CERTIFICATIONS PRECEDENT TO CONTRACT AWARD	16
PART 6	6 – SECURITY AND FINANCIAL REQUIREMENTS	18
6.1	SECURITY REQUIREMENTS	
6.2	FINANCIAL CAPABILITY	18
PART 7	7 - RESULTING CONTRACT CLAUSES	19
7.1	STATEMENT OF WORK	19
7.2	STANDARD CLAUSES AND CONDITIONS	
7.3	SECURITY REQUIREMENTS	
7.4 7.5	TERM OF CONTRACT	
7.5 7.6	AUTHORITIES PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS	
7.7	PAYMENT	
7.8	INVOICING INSTRUCTIONS	
7.9	CERTIFICATIONS AND ADDITIONAL INFORMATION	22
	APPLICABLE LAWS	
7.11	PRIORITY OF DOCUMENTS	
ANNEX	("A"	24
	TEMENT OF WORK	
ANNEX	("B"	27
BASI	S OF PAYMENT	27
ANNEX	("C"	29

Solicitation No. - N° de l'invitation 20--158445 Client Ref. No. - N° de réf. du client 20--158445

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur Assane Ndiaye

File No. - N° du dossier 20-158445

SECURITY REQUIREMENTS CHECK LIST	29
ANNEX "D"	32
NON-DISCLOSURE AGREEMENT	32

PART 1 - GENERAL INFORMATION

1.1 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 Financial Requirements: includes specific 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 Annexes include the Statement of Work, the Basis of Payment, the Security Requirements Checklist, and the Non-Disclosure Agreement.

1.2 Summary

1.2.1 The Department of Foreign Affairs, Trade and Development (DFATD) requires the professional services of a qualified Contractor to provide a 24-hour functional exercise to members of the Headquarters Emergency Response Team (HQ-ERT) or anyone who may play a role in the headquarters response to a crisis abroad. The Contractor will be responsible for the preparation and delivery of one (1) session per year of the contract.

The Headquarters Emergency Response Team (HQ-ERT) is composed of DFATD employees, mainly from the Security and Emergency Management (CSD) bureau and other areas of the department who are required to work on the HQ response to a crisis abroad affecting a Canadian embassy/consulate (further referred to as "mission"), Canadians or Canadian interests. The HQ-ERT is organized based on the tenets of the Incident Command System (ICS).

DFATD has a duty of care towards its employees, therefore exercising the HQ-ERT members helps in sensitizing and preparing them in developing the knowledge and skills to manage difficult circumstances related to crises.

- 1.2.2 There are security requirements associated with this requirement. For additional information, consult Part 6 Security, Financial and Other Requirements, and Part 7 Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Bidders should refer to the Contract Security Program of Public Works and Government Services Canada (http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) website".
- 1.2.3 The requirement is subject to the provisions of the following trade agreement(s):

Solicitation No. - N° de l'invitation 20-158445 Client Ref. No. - N° de réf. du client 20-158445

Amd. No. - N° de la modif.

File No. - N° du dossier 20-158445

Buyer ID - Id de l'acheteur Assane Ndiaye

- Canadian Free Trade Agreement (CFTA)
- Canada-Chile Free Trade Agreement (CCFTA)
- Canada-Colombia Free Trade Agreement (CCoIFTA)
- Canada-Honduras Free Trade Agreement (CHFTA)
- Canada-Panama Free trade agreement (CPanFTA)
- Canada-Peru Free Trade Agreement (CPFTA)
- Canada-Korea Free Trade Agreement (CKFTA)
- North American Free Trade Agreement (NAFTA)
- Canada-European Union Comprehensive Economic and Trade Agreement (CETA),
- World Trade Organization Agreement on Government Procurement (WTO-AGP)

1.3 Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

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

Delete: 60 days Insert: 120 days

2.2 Submission of Bids

Bids must be submitted only to Department of Foreign Affairs and Trade Canada (DFATD) Bid Receiving Unit email address by the date, time and place indicated on page 1 of the Request for Proposal.

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

2.3 Former Public Servant

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

If the Contracting Authority has not received the answer to the question and, as applicable, the information required by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the answer and, as applicable, the information required. 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

Solicitation No. - N° de l'invitation 20-158445 Client Ref. No. - N° de réf. du client 20-158445

Amd. No. - N° de la modif.

File No. - N° du dossier

20-158445

Buyer ID - Id de l'acheteur Assane Ndiaye

(d) a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

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

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension?
Yes () No ()
If so, the Bidder must provide the following information for all FPS in receipt of a pension, as applicable:

- (a) name of former public servant; and
- (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 ()
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If so, the Bidder must provide the following information:

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

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

Amd. No. - N° de la modif.

File No. - N° du dossier 20-158445

Buyer ID - Id de l'acheteur Assane Ndiaye

2.4 Enquiries - Bid Solicitation

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

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

2.5 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.

2.6 Improvement of Requirement during Solicitation Period

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

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

Section I: Technical Bid (one (1) electronic copy) Section II: Financial Bid (one (1) electronic copy) Section III: Certifications (one (1) electronic copy)

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

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

- a. use a numbering system that corresponds to the bid solicitation;
- b. include a title page at the front of each section of the bid that includes the title, date, bid solicitation number, bidder's name and address and contact information of its representative.

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.

Part 4, Evaluation Procedures, contains additional instructions that bidders should consider when preparing their technical bid.

Section II: Financial Bid

- **A.** Bidders must submit their financial bid in Canadian funds and in accordance with the Basis of selection detailed in Annex "B".
- **B.** Bidders must submit their price and rates; Canadian customs duties and excise taxes included, as applicable; and Applicable Taxes excluded.
- **C.** When preparing their financial bid, Bidders should review clause 4.1.2, Financial Evaluation, of Part 4 of the bid solicitation; and article 7.7, Payment, of Part 7 of the bid solicitation.
- D. Electronic Payment of Invoices Bid

The Bidder accepts to be paid by the following Electronic Payment Instrument(s):

- Direct Deposit

Section III: Certifications

In Section III of their bid, Bidders should submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.

An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Refer to Attachment 1 of Part 4.

4.1.1.2 Point Rated Technical Criteria

Refer to Attachment 1 of Part 4.

4.1.2 Financial Evaluation

Bidders must submit their financial bid in Canadian dollars, in accordance with the Basis of payment at Annex "B". The price of the bid for financial evaluation purpose is the sum of: **the initial contract period cost + all option periods cost**, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

4.2 Basis of Selection

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

- 1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation;
 - b. meet all the mandatory evaluation criteria; and
 - c. obtain the required minimum number of points specified in Attachment 1 to Part 4 for the point rated technical criteria.
- 2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
- 3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70% for the technical merit and 30% for the price.
- 4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70%.
- 5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.
- 6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.

7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

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

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

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

In the example above, Bidder 1 would be recommended for contract award.

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur Assane Ndiaye

 $\begin{array}{c} \text{File No. - N}^{\circ} \text{ du dossier} \\ 20\text{-}158445 \end{array}$

ATTACHMENT 1 TO PART 4, TECHNICAL CRITERIA

Mandatory Technical Criteria

The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.

Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

The proposal will be evaluated and scored in accordance with specific evaluation criteria as detailed herein. It is imperative that these criteria be addressed in sufficient depth in the proposal to fully describe the bidder's response.

Item	Mandatory Criteria	Met	Not Met
M1	Language requirements The Bidder must complete and submit the following certification confirming that the proposed resource(s) meet the language requirements. Language Capacity		
	The Bidder certifies that, should it be authorized to provide services under this contract resulting from this solicitation, It will provide a minimum of one bilingual resource who is capable of delivering required services in both French and English, or a minimum of one resource who is capable of delivering required services in French and one resource who is capable of delivering required services in English Signature: Date:		
	The Bidder must identify in their bid the language abilities of the proposed resource(s)		
Cross	Reference to Proposal:		
Cross	Reference to Proposal:		

 $\begin{array}{l} \text{Solicitation No. - N}^{\circ} \text{ de l'invitation} \\ 20\text{-}158445 \\ \text{Client Ref. No. - N}^{\circ} \text{ de réf. du client} \\ 20\text{-}158445 \end{array}$

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur Assane Ndiaye

 $\begin{array}{c} \text{File No. - N}^{\circ} \text{ du dossier} \\ 20\text{-}158445 \end{array}$

Item	Mandatory Criteria	Met	Not Met
M2	Experience in developing and delivering an exercise The Bidder must identify one lead resource in their proposal. This lead resource must have at least two (2) years of experience in the last five (5) years in exercise* delivery and development (i.e. design, development and/or delivery). Bidder must provide a summary of the proposed lead resource's experience		
	demonstrating required experience. *Exercise can include tabletop, functional and/or full-scale exercises.		
Cross	Reference to Proposal:		
М3	Experience in crisis and emergency management		
	The proposed lead resource must have at least two (2) years of experience in the last five (5) years related to crisis and emergency management.		
	Bidder must provide a summary of the proposed lead resource's experience in crisis and emergency management.		
Cross	Reference to Proposal:		
M4	Exercise design		
	The Bidder must submit an overview or description of their proposed exercise, which provides realistic exposure to crisis and emergency management scenarios.		
	NOTE: The exercise scenario will be further evaluated in rated point criteria R3.		
Cross	Reference to Proposal:		

Buyer ID - Id de l'acheteur Assane Ndiaye

 $\begin{array}{c} \text{File No. - N}^{\circ} \text{ du dossier} \\ 20\text{-}158445 \end{array}$

Point Rated Technical Criteria

Proposals will be evaluated and scored in accordance with specific evaluation criteria as detailed in this section. A bidder must obtain a minimum pass mark of **25 points** in order to be considered responsive.

Requirements	Points allocation
R1 - Work experience – crisis and emergency management The Bidder should demonstrate that the proposed lead resource has knowledge and experience based on the number of years worked in the area of crisis and emergency management for at least two years. To demonstrate criterion, Bidder should provide a summary of the proposed lead resource's experience.	2 to 3 years = 5 points More than 3 to 5 years = 10 points More than 5 years = 15 points For a maximum of 15 points
Demonstration:	Score: /15
R2 - Work experience – exercise development and delivery The Bidder should demonstrate that the proposed lead resource has experience in exercise development and/or delivery (i.e., design, development and/or delivery) for at least two years. To demonstrate criterion, Bidder should provide a summary of the proposed lead resource's experience.	2 to 3 years = 5 points More than 3 to 5 years = 10 points More than 5 years = 15 points For a maximum of 15 points
Demonstration:	Score: /15

 $\begin{array}{c} \text{File No. - N}^{\circ} \text{ du dossier} \\ 20\text{-}158445 \end{array}$

Requirements		Points allocation	
R3 - Approach/methodology of the proposed exercise outlined in M4		Excellent: = 16-20 points	
DFATD's requirement in exercising Headquarters E	Exercise should clearly demonstrate an understanding of DFATD's requirement in exercising Headquarters Emergency		
Response Team (HQ-ERT).		Satisfactory = 6-10 points	
Proposed exercise should address all tasks and act required in section 5 of the Statement of Work and i Bidder intends to approach the design and developed	llustrate how the	Unsatisfactory = 0-5 points	
based exercise set in the context of a headquarters command post-type environment.		The scoring for this criterion will start at a maximum of 20 points.	
<u>Definitions</u> :		perme.	
Excellent: proposed approach was professional, of logical, relevant, comprehensive, substantial, provid overview and addresses most/all elements of section	led an excellent	Each important element of the tasks and activities not addressed will result in -1 point up to a lowest of 5 points.	
Good: proposed approach was professional, well done, logical, mostly relevant, mostly comprehensive, mostly substantial and provided a solid overview targets some elements of section 5 in the SOW.		Up to 5 points will be attributed to the approach (i.e. comprehensiveness, quality, relevancy).	
Satisfactory: proposed approach was adequate, mostly logical, mostly relevant, not as comprehensive as it should be, not enough substance and provided an adequate overview and targets few elements of section 5 in the SOW.		Failure to demonstrate understanding of the overall requirement will result in 0	
Unsatisfactory: proposed approach is overall not satisfactory.		point.	
		For a maximum of 20 points.	
Demonstration:			
		Score: /20	
Minimum Pass Mark	/25	Total Score: /50	
Maximum Total	/50	Total Score. /30	

PART 5 - CERTIFICATIONS

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

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

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

5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the <u>Integrity Provisions of the Standard Instructions</u>, all bidders must provide with their bid, **if applicable**, the Integrity declaration form available on the <u>Forms for the Integrity Regime</u> website (http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html), to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award

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

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the Ineligibility and Suspension Policy (http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the Employment and Social Development Canada (ESDC) - Labour's website (https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#).

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.

Buyer ID - Id de l'acheteur Assane Ndiaye

File No. - N° du dossier 20-158445

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the <u>"FCP Limited Eligibility to Bid"</u> list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex titled Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

5.2.3 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.

PART 6 - SECURITY AND FINANCIAL REQUIREMENTS

6.1 Security Requirements

At the date of bid closing, the following conditions must be met:

- the Bidder must hold a valid organization security clearance as indicated in Part 7 Resulting Contract Clauses;
- the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses;
- (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;

For additional information on security requirements, Bidders should refer to the <u>Contract Security Program</u> of Public Works and Government Services Canada (http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) website.

6.2 Financial Capability

SACC Manual clause A9033T (2012-07-16) Financial Capability

PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

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

7.2 Standard Clauses and Conditions

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

7.2.1 General Conditions

2035 (2018-06-21), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

7.2.2 Inspection and Acceptance

The Project Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

7.2.3 Non-Disclosure Agreement

At contract award, the Contractor must obtain from its employee(s) or subcontractor(s) the completed and signed non-disclosure agreement, attached at Annex "D", and provide it to the Contracting Authority before they are given access to information by or on behalf of Canada in connection with the work.

7.3 Security Requirements

7.3.1 The following security requirement (SRCL and related clauses provided by the Contract Security Program apply and form part of the Contract:

COMMON PS SRCL #6

- 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 Works and Government Services Canada (PWGSC)
- 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/PWGSC
- 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/PWGSC
- 5. The Contractor/Offeror must comply with the provisions of the:

- a. Security Requirements Check List attached at Annex "C"
- b. Industrial Security Manual (Latest Edition)

7.4 Term of Contract

7.4.1 Period of the Contract

The initial period of the Contract is from contract award date to July 31, 2020.

7.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to four (4) 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 at Annex "B"

Canada may exercise options at any time by sending a written notice to the Contractor at least 15 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.

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Assane Ndiaye Title: Procurement specialist

Address: 200 Promenade du Portage, Gatineau, Québec Canada K1A 0G4

Telephone: 343-203-5579

E-mail address: assane.ndiaye@international.gc.ca

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

7.5.2 Project Authority (to be inserted at contract award)

Name: ______
Title: _____
Organization: _____
Address: _____
Telephone: ____-___
Facsimile: ___- -___E-mail address:

The Project Authority for the Contract is:

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however, the

Solicitation No. - N° de l'invitation 20-158445 Client Ref. No. - N° de réf. du client 20-158445

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur Assane Ndiaye

File No. - N° du dossier 20-158445

Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

7.5.3 Contractor's Representative

Name:	
Title:	<u></u>
Organization: _	
Address:	
Telephone:	
E-mail address	

7.6 Proactive Disclosure of Contracts with Former Public Servants

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

7.7 Payment

7.7.1 Basis of Payment

The Contractor will be paid for the Work performed, in accordance with the Basis of payment at annex "B", to the limitation of expenditure specified. Customs duties are included and Applicable Taxes are extra.

7.7.2 Limitation of Expenditure

Canada's total liability to the Contractor under the Contract must not exceed \$ _____ (to be inserted at contract award). Customs duties are included and Applicable Taxes are extra.

No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75% committed, or
- b. four months before the contract expiry date, or
- c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.7.3 Method of Payment

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

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.

7.7.4 Electronic Payment of Invoices - Contract

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

a. Direct Deposit

7.8 Invoicing Instructions

The Contractor must submit invoices in accordance with the following instructions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must specify the following:

- a. Company name, address, etc.;
- b. Client address;
- c. Date of the invoice;
- d. Contract Number;
- e. Total dollar amount:

Applicable Taxes must be calculated on the total amount of the invoice.

Invoices must be distributed as follows:

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

7.9 Certifications and Additional Information

7.9.1 Compliance

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

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur Assane Ndiaye

File No. - N° du dossier 20-158445

7.9.2 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

7.10 Applicable Laws

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

7.11 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) the general conditions 2035 (2018-06-21)
- (c) Annex A, Statement of Work
- (d) Annex B, Basis of Payment;
- (e) Annex C, Security Requirements Check List;
- (f) the Contractor's bid dated ,

ANNEX "A"

STATEMENT OF WORK

1. Title

Headquarters Emergency Response Team (HQ-ERT) functional exercise

2. Background

The Headquarters Emergency Response Team (HQ-ERT) is composed of Department of Foreign Affairs, Trade and Development (DFATD) employees, mainly from the Security and Emergency Management (CSD) bureau and other areas of the department who are required to work on the HQ response to a crisis abroad affecting a Canadian embassy/consulate (further referred to as "mission"), Canadians or Canadian interests. The HQ-ERT is organized based on the tenets of the Incident Command System (ICS).

DFATD has a duty of care towards its employees, therefore exercising the HQ-ERT members helps in sensitizing and preparing them in developing the knowledge and skills to manage difficult circumstances related to crises.

3. Objectives

The Department of Foreign Affairs, Trade and Development (DFATD) requires the professional services of a qualified Contractor to provide a 24-hour functional exercise to members of the Headquarters Emergency Response Team (HQ-ERT) or anyone who may play a role in the headquarters response to a crisis abroad. The Contractor will be responsible for the preparation and delivery of one (1) session per year of the contract.

4. Resource requirements

The Contractor is required to provide resource(s) fully capable and qualified to perform the duties as described in this statement of work. Proposed resource(s) will include one lead resource identified in the bidder's proposal.

5. Scope of Work and Contractor tasks

The Contractor will be required to design, produce and administer a functional exercise scenario within a simulated working environment. The scenario will introduce participants to the types of tasks and situations they will encounter when responding to a crisis.

The exercise scenario will include the following:

- Key activities and decision making situations that are managed by HQ-ERT members
- Networking and collaboration between the various partners involved
- Problem solving activities
- Focus on:
 - Judgement and decision-making
 - Teamwork and flexibility
 - Duty of care/personal wellbeing
- · Elements of emergency and crisis management
- Dealing with consular issues
- After Action Report (AAR) meeting
- Debriefing sessions (individual and group)

The Contractor will be responsible for the creation of a fictitious country which will provide context for the scenarios and injects of information. Background Information of the country will be provided, including information/background on:

- Capital city (and any other pertinent cities and regions)
- Political, trade, geographic, cultural background, etc.
- Neighbouring country or countries
- Data to allow the participants to create geomatics products. Addresses/geo coordinates to be provided would include, but not be limited to:
 - location of embassy/consulate(s)
 - official residence and staff quarters
 - alternate command post, if applicable (scenario dependent),
 - embassies/consulates of other countries
 - airport(s), port(s), including routes to and from
 - basic infrastructure (hotels, hospitals, etc.)

The exercise must:

- Last for 24 continuous hours (i.e., startex to endex must be 24 hour continuous hours)
- Test all roles within the HQ-ERT
- Advance the scenario using high quality audio, visual and print materials to accompany relevant injects
- Provide coaching and ongoing evaluation to participants
- Conclude with a debrief/hotwash with all participants
- Finish with a participant evaluation
- Result in a detailed After Action Report (AAR) suggesting improvements/changes

The exercise will be delivered by instructors who have experience in emergency and crisis management, and personal well-being training. The Contractor will coordinate the hiring and scheduling of the various professionals.

The Contractor will have the resources to deliver one session per year. The scheduled dates for the exercise delivery will be decided upon between DFATD and the Contractor. The scenario must be different for each session delivered.

6. Deliverables

Deliverables will be submitted in a timely manner, in accordance with the needs of DFATD. Changes to the schedule outlined below may be made by mutual agreement between the Contractor and DFATD.

The Contractor will provide the following deliverables:

Deliverables	Due dates
 Deliver the exercise, which includes forwarding the exercise materials to the CSD-lead two weeks in advance of the scheduled exercise for review 	Within one to two (1-2) months of contract award
 b. Provide role players to be voice actors for injects from distressed Canadians 	During exercise delivery
c. Deliver in-briefing, the full 24-hour exercise, and a hot wash	Within one to two (1-2) months of contract award

d. Report specific suggestions regarding improvements to example material, activities, and presentation content	ercise Within two to three (2-3) weeks after exercise delivery
e. Provide the finished presentation, activities, and participan DFATD	t handouts to Within one to two (1-2) months of contract award

7. Client Support

DFATD will provide:

- All facilities where the exercise will be held
- Context on DFATD policies, guidelines and practices pertaining to crisis and emergency management, consular services and other relevant information
- Information to create the background context for the exercise
- Resources to play DFATD authorities during the exercise
- A trusted agent and IT resource to assist the Contractor in running the exercise

8. Cancellation

In the event of a crisis abroad wherein the HQ-ERT is required to be activated and respond, DFATD reserves the right to postpone the scheduled exercise on short notice and a new date will be selected. DFATD will cover the costs of resources scheduled for the exercise delivery.

9. Language requirement

The Contractor must be capable of providing the full range of required services in both English and French. All deliverables will be submitted in both English and French versions.

10. Location of work

Exercises delivered by the Contractor will be performed at 125 Sussex Drive, Ottawa, Ontario, K1A 0G2. The decision to deliver the exercise (or a portion of the exercise) outside 125 Sussex Drive will be discussed on a case-by-case basis.

11. Travel

There is no anticipated travel requirement. All travel will be at the Contractor's expense

Amd. No. - N° de la modif.

File No. - N° du dossier 20-158445

Buyer ID - Id de l'acheteur Assane Ndiaye

ANNEX "B"

BASIS OF PAYMENT

The Contractor must provide a firm all-inclusive rate for all work to be performed.

During the period of the Contract, for Work performed in accordance with the Contract, the Contractor will be paid all inclusive rates as specified below:

A- Initial Contract Period

	Initial Contract Period Contract award date to July 31, 2020
Description	Firm All-Inclusive Cost
Development and delivery of HQ-ERT functional exercise	\$

Applicable taxes extra (HST)

B- Option Periods

	Option Period 1 August 1, 2020 to July 31, 2021
Description	Firm All-Inclusive Cost
Development and delivery of HQ-ERT functional exercise	\$

Applicable taxes extra (HST)

	Option Period 2
	August 1, 2021 to July 31, 2022
Description	Firm All-Inclusive Cost
Development and delivery of HQ-ERT functional exercise	\$

Applicable taxes extra (HST)

Buyer ID - Id de l'acheteur Assane Ndiaye

 $\begin{array}{c} \text{File No. - N}^{\circ} \text{ du dossier} \\ 20\text{-}158445 \end{array}$

	Option Period 3
	August 1, 2022 to July 31, 2023
Description	Firm All-Inclusive Cost
Development and delivery of HQ-ERT functional exercise	\$

Applicable taxes extra (HST)

	Option Period 4 August 1, 2023 to July 31, 2024
Description	Firm All-Inclusive Cost
Development and delivery of HQ-ERT functional exercise	\$

Applicable taxes extra (HST)

C- Total Estimated Contract Value for Evaluation Purpose
Evaluated Price (total cost initial contract period + total cost of all option periods): \$

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur Assane Ndiaye

File No. - N° du dossier 20-158445

ANNEX "C"

SECURITY REQUIREMENTS CHECK LIST

Government of Canada	Gouvernement du Canada	Contract Number / Numéro du contrat		
			Security Classification / Classification de sécurité	

	CATION DES EXIGENCES RELATIVE			
PART A - CONTRACT INFORMATION / PARTIE A		A LA GEOGRAPE (EVERO)		
1. Originating Government Department or Organization		2. Branch or Directorate / Direction génér	rale ou Direction	
Ministère ou organisme gouvernemental d'origine	Global Affairs Canada	CSD-CSW	STATE OF THE STATE	
3. a) Subcontract Number / Numéro du contrat de sou	us-traitance 3. b) Name and Addre	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant		
4. Brief Description of Work / Brève description du tra	vail			
Global Affairs Canada (GAC) requires the professional sr Team (HQ-ERT) or anyone who may play a role in the H year of the contract.	ervices of a Contractor to provide a 24-hour func Q response to a crisis abroad. The Contractor wi	tional exercise to members of the Headquarters in the responsible for the preparation and delivery	Emergency Response of one (1) session per	
 a) Will the supplier require access to Controlled Go Le fournisseur aura-t-il accès à des marchandise 			✓ No Yes Non Oui	
5. b) Will the supplier require access to unclassified n Regulations? Le fournisseur aura-t-il accès à des données tec			✓ No Yes Oui	
sur le contrôle des données techniques?				
Indicate the type of access required / Indiquer le ty	pe d'accès requis			
Will the supplier and its employees require acce Le fournisseur ainsi que les employés auront-ils (Specify the level of access using the chart in Qu (Préciser le niveau d'accès en utilisant le tableau	accès à des renseignements ou à des bie uestion 7. c)		✓ No Yes Oui	
6. b) Will the supplier and its employees (e.g. cleaner PROTECTED and/or CLASSIFIED information of Le fournisseur et ses employés (p. ex. nettoyeur à des renseignements ou à des biens PROTEG	or assets is permitted. rs, personnel d'entretien) auront-ils accès a		No Ves Non ✓ Yes Oui	
 c) Is this a commercial courier or delivery requirem S'agit-il d'un contrat de messagerie ou de livrais 	ent with no overnight storage? on commerciale sans entreposage de nuit	?	✓ No 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	NATO / OTAN	Foreign / Étranger		
7. b) Release restrictions / Restrictions relatives à la	diffusion			
No release restrictions Aucune restriction relative à la diffusion	All NATO countries Tous les pays de l'OTAN	No release restrictions Aucune restriction relative à la diffusion		
Not releasable À ne pas diffuser				
Restricted to: / Limité à :	Restricted to: / Limité à :	Restricted to: / Limité à :		
Specify country(ies): / Préciser le(s) pays :	Specify country(ies): / Préciser le(s) pays	s: Specify country(ies): / Précis	er le(s) pays :	
7. c) Level of information / Niveau d'information				
PROTECTED A	NATO UNCLASSIFIED	PROTECTED A		
PROTÉGÉ A	NATO NON CLASSIFIÉ	PROTÉGÉ A		
PROTECTED B	NATO RESTRICTED	PROTECTED B		
PROTÉGÉ B	NATO DIFFUSION RESTREINTE	PROTÉGÉ B		
PROTECTED C	NATO CONFIDENTIAL	PROTECTED C	Participan in the	
PROTÉGÉ C	NATO CONFIDENTIEL	PROTÉGÉ C		
CONFIDENTIAL	NATO SECRET	CONFIDENTIAL		
CONFIDENTIEL	NATO SECRET	CONFIDENTIEL		
SECRET	COSMIC TOP SECRET	SECRET		
SECRET	COSMIC TRÈS SECRET	SECRET		
TOP SECRET		TOP SECRET		
TRÈS SECRET SECRET TRÈS SECRET				
TOP SECRET (SIGINT)		TOP SECRET (SIGINT)		
TRÈS SECRET (SIGINT)		TRÈS SECRET (SIGINT)		

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité

Canadä

Government of Canada

Gouvernement du Canada Buyer ID - Id de l'acheteur Assane Ndiaye

 $\begin{array}{c} \text{File No. - N}^{\circ} \text{ du dossier} \\ 20\text{-}158445 \end{array}$

Contract Number / Numéro du contrat
Security Classification / Classification de sécurité

 Will the supp Le fournisser If Yes, indica Dans l'affirm 	ur aura-t-il accès à des renseigne te the level of sensitivity: ative, indiquer le niveau de sensit	ED and/or CLASSIFIED COMSEC i ments ou à des biens COMSEC dé silité :	signės PROTEGES et/ou CLA	SSIFIÉS?	V Non Yes Oui
Will the supp Le fournisse	lier require access to extremely s	ensitive INFOSEC information or as ments ou à des biens INFOSEC de	ssets? nature extrêmement délicate?	,	Non Yes Oui
Document N	umber / Numéro du document : SONNEL (SUPPLIER) / PARTIE	B - PERSONNEL (FOURNISSEUR d / Niveau de contrôle de la sécurité	du personnel requis		
To, a) Personing	RELIABILITY STATUS	CONFIDENTIAL CONFIDENTIEL	SECRET SECRET	TOP SECR	
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	SITE ACCESS ACCÈS AUX EMPLACEMENTS				popular con march a Taraga Andreas And
	Special comments: Commentaires spéciaux :				
Du perso	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? If Yes, will unscreened personnel be escorted? Dans l'affirmative, le personnel en question sera-t-il escorté?				
	EGUARDS (SUPPLIER) / PARTI DN / ASSETS / RENSEIGNEN	E C - MESURES DE PROTECTION IENTS / BIENS	N (FOURNISSEUR)		
premises	s? isseur sera-t-il tenu de recevoir et	d store PROTECTED and/or CLAS d'entreposer sur place des renseig			✓ No Yes Non Oui
11. b) Will the s Le fourn					
PRODUCTIO	N				
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?					
INFORMATIO	N TECHNOLOGY (IT) MEDIA	SUPPORT RELATIF À LA TECHN	OLOGIE DE L'INFORMATION	(TI)	
informati Le fourni	on or data?	tems to electronically process, produ pres systèmes informatiques pour tr ÉS et/ou CLASSIFIÉS?			No Yes Non Oui
Disposer	e be an electronic link between the s ra-t-on d'un lien électronique entre l ementale?	supplier's IT systems and the govern e système informatique du fournisse	ment department or agency? ur et celui du ministère ou de l'a	gence	No Yes Non Oui

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité

Canad'ä

Solicitation No. - N° de l'invitation 20--158445 Client Ref. No. - N° de réf. du client 20--158445

Amd. No. - N° de la modif.

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 $\begin{array}{c} \text{File No. - N}^{\circ} \text{ du dossier} \\ 20\text{-}158445 \end{array}$

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Security Classification / Classification de sécurité

ART C - (continued For users comple site(s) or premise Les utilisateurs q niveaux de sauve For users comple Dans le cas des u dans le tableau re	ting s. ui re gar ting utilis	the empl de ro the sateu	form isser equis form irs q	manually us nt le formulaire s aux installati nonline (via th	e manuell ons du foi ne Interne le formul	lement de urnisseur. t), the sur aire en lig	nivent utiliser mmary chart gne (par Inter	le tableau réd is automatical met), les répo	capitulatif ly populat nses aux	ci-dessou ted by you questions	s pou	ır ind	ique es to	r, pour chaque	e catégori	ie, les
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「Media / upport TI 「Link /		F														
ien électronique 2. a) Is the descrip La description										SIFIÉE?				[✓ No Non	
If Yes, classify Dans l'affirma « Classification	tive on d	e, cla le sé	ssif	ier le présent té » au haut d	formulai et au bas	ire en ind du formi	liquant le ni ulaire.	veau de sécu	rité dans							
b) Will the docu La documental If Yes, classify attachments (Dans l'affirma « Classification des pièces joi	tion y th e.g. tive	is fo SE o, cla	rm I CRE	e à la présente by annotating T with Attach ier le présent	the top a ments).	sera-t-elle and botto ire en ind	PROTÉGÉE om in the are liquant le niv	et/ou CLASS ea entitled "S veau de sécu	SIFIÉE? ecurity C rité dans	la case i	ntitul	ée			✓ No Non	

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité

Canadä

Amd. No. - N° de la modif.

File No. - N $^{\circ}$ du dossier 20-158445

Buyer ID - Id de l'acheteur Assane Ndiaye

ANNEX "D"

NON-DISCLOSURE AGREEMENT

l,	(resource nam	e), recognize that in the course of my work as an
employee or subcon	tractor of	(contractor name), I may be
given access to infor	mation 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 Foreign Affairs, Tr	rade and Development Canada and _	(contractor name), including any
information that is co	onfidential or proprietary to third partic	es, and information conceived, developed or
produced by the Cor	ntractor as part of the Work. For the p	ourposes of this agreement, information includes
but not limited to: an	y documents, instructions, guidelines	s, data, material, advice or any other information
whether received ora	ally, in printed form, recorded electron	nically, or otherwise and whether or not labeled
as proprietary or sen	sitive, that is disclosed to a person o	r that a person becomes aware of during the
performance of the C	Contract.	
I agree that I will not	reproduce, copy, use, divulge, release	se or disclose, in whole or in part, in whatever
way or form any info	rmation described above to any pers	on other than a person employed by Canada on
a need to know basis	s. I undertake to safeguard the same	and take all necessary and appropriate
measures, including	those set out in any written or oral in	structions issued by Canada, to prevent the
disclosure of or acce	ess to such information in contraventi	on of this agreement.
I also acknowledge t	hat any information provided to the C	Contractor by or on behalf of Canada must be
used solely for the p	urpose of the Contract and must rem	ain the property of Canada or a third party, as
the case may be.		
I agree that the oblig	ation of this agreement will survive the	ne completion of the Contract Serial No.:
	_	
Signature		
Date		