22-210533

Buyer ID - Id de l'acheteur Assane Ndiaye

RETURN BID TO/ RETOURNER LES SOUMISSIONS À:	Title-Sujet: Personal Security Training (PST)		
receptionsoumission-	Supply Arrangement# N/A		
bidsreceiving.spp@international.gc.ca Department of Foreign Affairs, Trade and Development (DFATD)	Sollicitation No. — Nº de l'invitation 22-210533	Date: February 14, 2022	
Ministère des Affaires étrangères, Commerce et Développement (MAECD)	Sollicitation Closes — L'invitation prend fin	Time Zone —Fuseau horaire	
Request for Proposal Demande de proposition Proposal to: Department of Foreign Affairs, Trade and Development	At /à: 2 :00 PM	EST (Eastern Standard Time) / HNE (heure normale de l'Est)	
Canada, in accordance with the terms and conditions set out herein, referred to herein or attached here to, the	On / le March 28, 2022 F.O.B. — F.A.B. Plant-Usine: Destination: X Ot	her — Autre: 🗌	
goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefore.	Address Enquiries to — Addresser les qu	estions à:	
Proposition à:	Assane Ndiaye		
Ministère des Affaires Étrangères, Commerce et Développement Nous offrons par la présente de vendre à Sa Majesté	assane.ndiaye@international.gc.ca		
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	Telephone No. – No de téléphone:		
construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).	(613) 791-7185		
Comments — Commentaires :	Destination of Goods and or Services/ Destination – des biens et c services :		
	Department of Foreign Affairs, Trade and Development (DFATD) / Ministère des Affaires étrangères, Commerce et Développement (MAECD)		
Issuing Office – Bureau de distribution	Vendor/Firm Name and Address — Nom c	lu Vendeur et adresse du	
Foreign Affairs, Trade and Development Canada	fournisseur/de l'entrepreneur:		
200 Promenade du Portage, Gatineau, Québec, K1A 0G4			
Affaires étrangère, Commerce et Développement Canada 200 Promenade du Portage, Gatineau, Québec, K1A 0G4	Telephone No. – No de téléphone:		
Name and title of person authorized to sign on behalf of Ve (type or print) — Nom et titre de la personne autorisée à si nom du fournisseur/de l'entrepreneur (taper ou écrire en ca d'imprimerie)		ne autorisée à signer au	
	Name, Title		
	Signature	Date	

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ANNEX "C"	
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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) has a duty of care to employees and therefore provides security training and awareness programs to DFATD employees working in Canada and employees and their dependents working and living abroad.

DFATD requires the professional services of a contractor for a two-day classroom training for DFATD employees and their dependents of 16 years and up who are being posted to or traveling overseas to higher risk countries. The contractor will be responsible for the design, customization, preparation, and delivery of up to twenty-five (25) classroom sessions per Government of Canada fiscal year.

1.2.2 There is no security requirement associated with this bid solicitation.

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> (2020-05-28) 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

Refer to Attachment 1 of Part 5 - Certifications Precedent to Contract Award

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.

2.7 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's <u>Buy and Sell</u> website, under the heading "<u>Bid Challenge and Recourse Mechanisms</u>" contains information on potential complaint bodies such as:
 - 1. Office of the Procurement Ombudsman (OPO)
 - 2. Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

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 should appear in the financial bid only. No prices should 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 and describe their approach in a thorough, concise and clear manner for carrying out the work.

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

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

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

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.

Substantiation of Rates Quoted by Bidders in Professional Services Bids

In Canada's experience, bidders will from time to time quote rates in professional services bids for one or more categories of resources that, when they are selected as the contractor for the work, they refuse to honor during the period of the awarded contract, including any extension thereof, on the basis that the rates they quoted do not allow them to recover their own costs and/or make a profit.

When evaluating the financial bids submitted by bidders in response to this bid solicitation, Canada may, but will have no obligation to, require price support from bidders for any of the prices they quoted in their financial bids.

4.2 Basis of Selection

4.2.1 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; and
 - 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).

		Bidder 1	Bidder 2	Bidder 3
Overall Techn	ical Score	115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00**	\$50,000.00**	\$45,000.00*
	Technical Merit Score	115/135*** x 70 = 59.63	89/135*** x 70 = 46.15	92/135*** x 70 = 47.70
Calculations	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

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

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

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ATTACHMENT 1 TO PART 4, TECHNICAL CRITERIA

The Bidder must provide the necessary documentation to support compliance with this requirement.

The references provided by the Bidders are subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to validate the references before award of a contract. The bid will be declared non-responsive if any references given by the Bidder are untrue, whether made knowingly or unknowingly. Failure to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

The month(s) of experience listed for a project whose time frame overlaps that of another referenced project, will only be counted once.

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.

Item	Mandatory Criteria	Met	Not Met
M1	Company's Experience – Delivering Personal Security training		
	The Bidder must demonstrate that it has a minimum of 60 months' experience delivering personal security training to employees deploying to high threat environments.		
	To demonstrate the criterion, the Bidder must submit as of bid closing date, project descriptions with start and end dates evidencing required experience.		
Demon	stration:		
M2	Company's experience - Content Development		
	The Bidder must demonstrate that the company has acquired in the last 60 months, significant experience in developing and customizing training material related to security. Significant experience is defined as a minimum of 5 projects.		
	To demonstrate the criterion, the Bidder must submit as of bid closing date, examples of project descriptions evidencing required experience.		
Demon	istration:		

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Item	Mandatory Criteria	Met	Not Met
М3	Company's Experience – Delivering Self-Defence Training The Bidder must demonstrate that it has a minimum of 60 months' experience in		
	self-defence training delivery. Self-defense means basic self-defence techniques and confrontation management.		
	To demonstrate the criterion, the Bidder must submit as of bid closing date, project descriptions with start and end dates evidencing required experience.		
<u>Demor</u>	nstration:		
M4	Ability to provide experienced instructors		
	The Bidder must propose at least two (2) instructors as per the following:		
	 One (1) instructor fluent in English to lead the English sessions with a minimum experience of delivering 5 trainings in English. 		
	 b) One (1) instructor fluent in French to lead the French sessions with a minimum experience of delivering 5 trainings in French. 		
	To demonstrate the criterion, the Bidder must submit as of bid closing date, project descriptions with start and end dates evidencing required experience of the proposed resources.		
Demor	istration:		

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Point Rated Technical Criteria

Bids will be evaluated and scored as specified in the tables inserted below.

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

Requirements	Points allocation
R1 – Corporate experience	
The Bidder should demonstrate that it has a minimum of 60 months' experience in delivering security training to individuals travelling to high threat environments. To demonstrate the criterion, the Bidder should provide as of bid closing	120 months or more = 20 points 108 - 119 months = 18 points 96 - 107 months = 16 points 84 - 95 months = 14 points 72 - 83 months = 12 points
date, project descriptions evidencing required experience.	60 - 71 months = 10 points
In addition, the bidder may provide supporting documents, such as brochures, corporate profiles, reference letters, etc.	Maximum of 20 points
To facilitate the evaluation, the Bidder should provide the following information for each project:	
 a) The title of the project b) The location and date of the completion of the project (city / country) c) The start and end date of the project (duration of the contract) d) A brief description of the project e) A brief description of the client and the results achieved f) The Bidders role in the completion of the project g) Sample materials of the project 	
Demonstration:	
	Score: /20
R2 – Instructors' Experience – Delivering Personal Security training The Bidder should demonstrate that each of the proposed instructors has at least 36 months' experience delivering personal security training.	96 months or more = 10 points 72 - 95 months = 7 points 36 - 71 months = 4 points
To demonstrate criterion, the Bidder should submit as of bid closing date, each proposed instructor's CV evidencing required experience.	Maximum of 10 points per resource
To demonstrate the criterion, the Bidder should submit as of bid closing date, the proposed resources' resumes with project descriptions and start and end dates evidencing required experience.	Maximum total of 20 points for all resources

Demonstration:			
		Resource Allocated points #1 /10	
		#2 /10	
		Score: /20	
Do Course Oursienders			
R3 - Course Curriculum			
The bidder should demonstrate its approach to balance practice.	ing theory and	More than $65\% = 20$ points Between 56% - $65\% = 15$ points Between 46% - $55\% = 10$ points	
To demonstrate the criterion, the Bidder should submi date, a detailed course outline and course schedule for allocated for theory and practice should be clearly iden	r a session. Time	Between 36%-45% = 5 points Less than 36% = 0 points	
Definition of scoring scale:		Maximum of 20 points	
More than 65%: demonstrates an excellent balance of practice. More than 65% of the course duration is allow the type exercise allows the participants to practice the	cated to practice and		
Between 56%-65% : demonstrates a very good balance of theory and practice. Between 56%-65% of the course duration is allocated to practice and the type of exercise allows the participants to practice the skills.			
Between 46%-55%: demonstrates a good balance of theory and practice. Between 46%-55% of the course duration is allocated to practice and the type of exercise allows for participants to practice the skills.			
Between 36%-45%: demonstrated a minimum balance of theory and practice. Between 36%-45% are allocated to practice and the type of exercise allow the participants to practice the skills.			
Less than 36%: demonstrates an insufficient balance practice. Less than 35% of the course duration is allow the type of exercise does not allow participants to practice.	ated to practice and		
Demonstration:			
		Score: /20	
Minimum pass score:	30	Total Coorte (20	
Maximum Total:	60	Total Score: /60	

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PART 5 – CERTIFICATIONS

Bidders must provide the required certifications 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 Integrity Provisions of the Standard Instructions, 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 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 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 property agreement of the <u>Ineligibility and Suspension Policy</u> (http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

(Refer to Attachment 1 to Part 5)

5.2.3 Status and Availability of Resources

(Refer to Attachment 1 to Part 5)

5.2.4 Education and Experience

(Refer to Attachment 1 to Part 5)

5.2.5 Language requirements

(Refer to Attachment 1 to Part 5)

210533 22-210533 ATTACHMENT 1 TO PART 5 – CERTIFICATIONS PRECEDENT TO CONTRACT

AWARD

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 <u>Employment and Social</u> <u>Development Canada (ESDC) - Labour's</u> website (<u>https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#</u>).

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.

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.

EDUCATION AND EXPERIENCE

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

LANGUAGE REQUIREMENTS

The Contractor must be capable of providing the full range of required services in in both official languages: English and French. The Bidder certifies that, should it be authorized to provide services under the contract resulting from this solicitation, it will provide at least one (1) lead instructor fluent in English and one (1) lead instructor fluent in French.

Buyer ID - Id de l'acheteur Assane Ndiaye

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FORMER PUBLIC SERVANT

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the *Financial Administration Act*, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

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

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

"pension" means a pension or annual allowance paid under the <u>Public Service Superannuation Act</u> (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the <u>Supplementary Retirement</u> <u>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</u> <u>Continuation Act</u>, 1970, c. D-3, the <u>Royal Canadian Mounted Police Pension Continuation Act</u>, 1970, c. R-10, and the <u>Royal Canadian Mounted Police Superannuation Act</u>, R.S., 1985, c. R-11, the <u>Members of Parliament Retiring Allowances Act</u>, R.S. 1985, c. M-5, and that portion of pension payable to the <u>Canada Pension Plan Act</u>, R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

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

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

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with <u>Contracting Policy Notice: 2019-01</u> and the <u>Guidelines on the Proactive Disclosure of Contracts</u>.

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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.

Name and title

Signature

Date

PART 6 – SECURITY AND FINANCIAL REQUIREMENTS

6.1 Security Requirements

There is no security requirement associated with this bid solicitation.

6.2 Financial Capability

SACC Manual clause <u>A9033T</u> (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</u> <u>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.</u>

7.2.1 General Conditions

2035 (2020-05-28), General Conditions - Higher Complexity - Services, apply to and form part of the Contract

Section 08 – Replacement of Specific Individuals, of 2035 (2008-05-12) General Conditions – Higher Complexity – Services is deleted and replaced with the following:

- if the Contractor is unable to provide the services of any specific individual identified in the Contract to perform the services, the Contractor must within five working days of the individual's departure or failure to commence Work (or, if Canada has requested the replacement, within ten working days of Canada's notice of the requirement for a replacement) provide to the Contracting Authority:
 - a. the name, qualifications and experience of a proposed replacement immediately available for Work; and
 - b. security information on the proposed replacement as specified by Canada, if applicable.

Any assessment of the information provided will occur as per 2 (b) below.

- 2. Subject to an Excusable Delay, where Canada becomes aware that a specific individual identified under the Contract to provide services has not been provided or is not performing, the Contracting Authority may elect to:
 - a. exercise Canada's rights or remedies under the Contract or at law, including terminating the Contract for default under Article titled "Default of the Contractor"; or
 - b. assess the information provided under 1 (a) and (b) above or, if it has not yet been provided, require the Contractor propose a replacement to be rated by the Technical Authority. The replacement must have qualifications and experience that meet or exceed those obtained for the original resource and be acceptable to Canada. Upon assessment of the replacement, Canada may accept the replacement, exercise the rights in 2 (a) above, or require the Contractor to propose another replacement within five working days' notice.
- 3. Where an Excusable Delay applies, Canada may require 2 (b) above instead of terminating under the "Excusable Delay" Article. An Excusable Delay does not include resource unavailability due to allocation of the resource to another Contract or project (including those for the Crown) being performed by the Contractor or any of its affiliates.
- 4. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a resource stop performing the Work. In such a case, the Contractor must immediately comply with the order. The fact that the

Contracting Authority does not order that a resource stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

5. The obligations in this article apply despite any changes that Canada may have made to the Client's operating environment.

Section 30 - Termination for Convenience, of 2035 (2020-05-28) General Conditions - Higher Complexity - Services, Subsection 04 is deleted and replaced with the following Subsections 04, 05 and 06:

- 04) The total of the amounts, to which the Contractor is entitled to be paid under this section, together with any amounts paid, due or becoming due to the Contractor must not exceed the Contract
- 05) Where the Contracting Authority terminates the entire Contract and the Articles of Agreement include a Minimum Work Guarantee, the total amount to be paid to the Contractor under the Contract will not exceed the greater of:
 - a. the total amount the Contractor may be paid under this section, together with any amounts paid, becoming due other than payable under the Minimum Revenue Guarantee, or due to the Contractor as of the date of termination; or
 - b. the amount payable under the Minimum Work Guarantee, less any amounts paid, due or otherwise becoming due to the Contractor as of the date of termination.
- 06) The Contractor will have no claim for damages, compensation, loss of profit, allowance arising out of any termination notice given by Canada under this section except to the extent that this section expressly provides. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

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 Specific person(s) (to be inserted at contract award)

The contractor must provide the following person(s) to perform the work as stated in the Contract:

- 1. _____ 2. _____ 3.
- 7.2.4 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 There is no security requirement applicable to the Contract.

7.4 Term of Contract

7.4.1 Period of the Contract

The period of the Contract is from contract award date to March 31, 2024.

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 three (3) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

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

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Assane Ndiaye Title: Senior Procurement Officer Address: 200 Promenade du Portage, Gatineau, Québec Canada K1A 0G4 Telephone: 613-791-7185 E-mail address: <u>assane.ndiaye@international.gc.ca</u>

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)

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

7.5.3 Contractor's Representative

Name:	
Title:	

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</u> <u>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 upon completion and delivery of the Work 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. all work delivered has been completed and 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

7.7.5 Discretionary Audit

The following are subject to government audit before or after payment is made:

- a. The amount claimed under the Contract, as computed in accordance with the Basis of Payment, including time charged.
- b. The accuracy of the Contractor's time recording system.
- c. The estimated amount of profit in any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier, for which the Contractor has provided the appropriate certification. The purpose of the audit is to determine whether the actual profit earned on a single contract if only one exists, or the aggregate of actual profit earned by the Contractor on a series of negotiated contracts containing one or more of the prices, time rates or multipliers mentioned above, during a particular period selected, is reasonable and justifiable based on the estimated amount of profit included in earlier price or rate certification(s).
- d. Any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier for which the Contractor has provided a "most favoured customer" certification. The purpose of such audit is to determine whether the Contractor has charged anyone else, including the Contractor's most favoured customer, lower prices, rates or multipliers, for like quality and quantity of goods or services.

Any payments made pending completion of the audit must be regarded as interim payments only and must be adjusted to the extent necessary to reflect the results of the said audit. If there has been any overpayment, the Contractor must repay Canada the amount found to be in excess.

7.8 Invoicing Instructions

The Contractor must submit a claim for a milestone payment. Each claim must show:

- a. Company name, address, etc.;
- b. Client address;
- c. Date of the invoice;
- d. Contract Number;
- e. Total dollar amount;
- f. The description and value of the milestone claimed as detailed in the Contract.

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

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

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.

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 (2020-05-28)
- (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 _____

7.12 Foreign Nationals (Canadian Contractor or Foreign Contractor)

SACC Manual clause <u>A2000C</u> (2006-06-16) Foreign Nationals (Canadian Contractor)

SACC Manual clause <u>A2001C</u> (2006-06-16) Foreign Nationals (Foreign Contractor)

7.13 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "<u>Dispute Resolution</u>".

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ANNEX "A"

STATEMENT OF WORK

1. Title

Personal Security Training

2. Background

The Department of Foreign Affairs, Trade and Development (DFATD) has a duty of care to employees and therefore provides security training and awareness programs to DFATD employees working in Canada and employees and their dependents working and living abroad.

3. Objectives

DFATD requires the professional services of a contractor for a two-day classroom training for DFATD employees and their dependents of 16 years and up who are being posted to or traveling overseas to higher risk countries. The contractor will be responsible for the design, customisation, preparation, and delivery of up to twenty-five (25) classroom sessions per Government of Canada fiscal year.

4. Resource requirements

The Contractor is required to provide a minimum of two (2) qualified lead instructors with the experience and knowledge to conduct personal security training.

The proposed resources must be available to start work within two weeks of the awarding of the contract.

Any subsequent replacements of the proposed resources must be mutually acceptable and meet or exceed all the evaluated criteria of this statement of work, before they begin delivering any sessions.

Should the services of any individual resource prove unsatisfactory following course evaluations, the contractor will be informed verbally followed by a written notice, and may be asked to be replaced.

5. Scope of Work

As per the Policy on Personal Security Abroad Training, the Personal Security Training is a mandatory security training required to be completed by all Government of Canada employees and their dependents 16 years and older, prior to being posted to missions located in high threat environments.

The objective of the training is to increase the employee and dependent's abilities to remain safe while living or traveling abroad by:

- a) Increasing their situational awareness ability
- b) Enhancing their capacity to identify risks to their personal security and mitigation strategies to reduce the impacts of these risks
- c) Providing them with situational management methods and reactive techniques to deal and react to situations that may pose a risk to their personal security

- d) Enhancing their understanding of fear-induced stress and coping strategies
- e) Providing them with tools and resources available to support them when traveling or living abroad

The building blocks, for the flow of the training, need to be:

- First, how do I keep myself out of situations that could pose a threat to my personal security?
- Second, how do I get out of situations that pose a risk to my personal security?
- Third, how do I respond if I find myself in a situation where my personal security is compromised and may not be in a position to get out?

Some (not limited to) of the topics that need to be covered during the training are:

- a) Global security context and threats
 - 1) Specific to some parts of the world versus the more universal ones
 - 2) Related to being an employee working for the Government of Canada
 - 3) Related to living abroad with family and kids
- b) Situational awareness
 - 1) The different levels of awareness and when to use them from Tuned out to Comatose
 - 2) Tips to increase personal situational awareness on a daily basis
 - 3) Tools available to get information to increase knowledge about a situation and how to look for it so it can be transferred into an action
- c) Risks
 - 1) The definition of threat, vulnerability and risk
 - 2) Tools and methods to identify and assess risks for action
 - 3) The potential risks based on different parts of the world
 - 4) Mitigation strategies for each risk. These risks should be covered during the training:
 - i. Express kidnapping and Kidnapping basic Conduct After Capture principles
 - ii. Active shooter what to do and characteristics of safe places to hide
 - iii. Checkpoints carjacking security in transit
 - iv. Home invasion security at home
 - v. Basic scams airport and taxis
 - vi. Assaults sexual, physical
 - vii. Civil unrest mobs and violent demonstrations
 - viii. Terrorism how it manifests
 - ix. Pickpocketing theft mugging
 - x. Surveillance
 - * Depending on the audience and what situation people are in, these risks may need to also be addressed with the perspective that they can happen in presence of children – Child safety considerations when living abroad
- d) Practical Techniques/Basic self-defence
 - 1) Easy to remember techniques to plan, prepare, mentally and physically
 - 2) Practical techniques to diffuse confrontational situations, to get out of these situations and deal with them if required
 - 3) Rules of survival and defensive tactics
 - 4) Basic self-defence techniques and physical actions that can be taken in situation posing a risk to personal security

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- e) Stress
 - 1) Impacts of stress from Acute to Cumulative
 - 2) Strategies to cope with stressful situations
- f) Personal Action Plan for participant to start drafting and can complete at home
 - 1) What should I do to prepare before I leave?
 - 2) What should I do to prepare once I arrive and while I live abroad?
 - 3) What tools are available at missions and at Head Quarters to support me?

6. Contractor's Deliverables

The contractor will provide the following for the training session:

6.1 A formal design that meets the following criteria:

- a) Based on Adult Learning Principles;
- b) Using an approach where there is 20% presentation and 80% practice (hands-on and brains-on); utilising a mixture of short lectures, case studies, guided discussions, and practical exercises, videos, role play, simulation, demonstrations, etc. where participants are engaged mentally and physically, using examples grounded in the reality of the participants specific to the region they will be going to;
- c) Using examples grounded in 2022 reality and recent (last 4-5 years) Instructors are expected to be aware of the most modern personal security tips and trends and experienced in adult learning
- d) Translating the theoretical concepts in concrete actions, possibilities and tools for people to apply and practice right away and that are non-perishable;
- e) Considering all learning styles as well as styles and preferences of the new generations entering the workforce;
- f) Meeting learning objectives outlined in section 5 of this Statement of Work;
- g) Using a language adapted to the regular public servant and their family not security specialists lingo;
- h) Allowing for people to engage in the process past the training session so they have tools to continue applying the skills and abilities.

6.2 A course formatted as follows:

- a) Training duration of 16 hours over a two-day period from 8:30 to 16:30. This includes breaks and lunch.
- b) Each session will have a maximum of 26 participants and will be delivered up to 25 times per fiscal year (while respecting National Health Guidelines for COVID-19).
- c) The courses will be conducted in French or English (with 60% of the sessions in English, and 40% in French) as required by DFATD.
- 6.3 Course material for the participants including but not limited to:
 - a) Handouts, which include key tools, concepts, models and key messages used and delivered during the session in French and English, based on the language of the session

- b) Instructor's guide (in one language) that will be used by instructor during the session
- c) An electronic copy of all the training material used during the training Note: the training material must be provided to the Project Administrator in a format compatible with Microsoft software suites, readable and modifiable.
- d) An evaluation questionnaire to evaluate the effectiveness of the training related to the session's objectives that will be included in the participant's kit for each session so they can complete at the end of each session

7. Contractor's tasks

The Contractor will perform all the following tasks

- a) Attend meetings with the Project Administrator's representative once per fiscal year to discuss any improvements and changes required to be made to the design and delivery, if required and be available for regular discussions throughout the duration of the contract.
- b) Improve the course content based on feedback provided by course participants and Project Administrator's representative, in collaboration with the Project Administrator's representative.
- c) Provide a qualified instructor for each session; the supplier will be responsible for the coordination and scheduling of the various instructors.
- d) Ensure the evaluation form is completed by participants by the end of each course and that these evaluation forms are returned (electronic document) to the project Administrator after each session.
- e) Print the attendance sheet provided by the project Administrator and have all participants sign upon arrival to the training, after the break in the afternoon, as a proof of attendance, every day of the course (4 signatures in total).
- f) Send the attendance sheet electronically to the project Administrator, the day after the training session is completed

8. DFATD Support

DFATD will support the contractor with the following:

- a) Three to five days prior to delivery, the electronic version of the attendance sheet will be sent to the contractor, with information about the participants such as posting location and roles, to help instructors prepare delivery and to be printed by instructors for attendance signatures at each session. Note that attendance may change so a final attendance sheet may be provided up to the day before the training session.
- b) Context on departmental policies, regulations, and standards to make sure course content is in accordance with these, as well as any training material already available to provide to participants.
- c) Dates for training covering fiscal year established in collaboration with the contractor once the contract is awarded.

- d) Advance request for additional training session(s) to be added or amended (e.g. change of language or date of training) at least 15 working days in advance.
- e) Access to the project Administrator when required to ensure that all learning material is aligned with departmental policies and meet the department's expectations.
- f) Notice of session cancelation not less than 5 working days prior to the delivery date, with no costs charged by the contractor.

9. Language Requirement

The Contractor must be capable of providing the full range of required services in both official languages: English and French.

The Contractor must propose at least one (1) lead instructor fluent in English and one (1) lead instructor fluent in French.

10. Location of training

Training sessions must be conducted in person at the contractor's business location. The training location must be within 15 kilometers of 125 Sussex Drive, Ottawa, Ontario K1A 0G2.

Due to COVID-19 restrictions, the contractor will be required to provide virtual distance training using Microsoft Teams or another platform as identified by the Project Authority. Training will be resumed at the contractor's location as soon as the situation permits, taking into consideration provincial public health regulations.

11. Travel

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

ANNEX "B"

BASIS OF PAYMENT

The Contractor must provide a **firm all-inclusive two-day session cost** for all work to be performed which includes cost of labor, direct materials and supplies, equipment, fringe benefits, general and administrative expenses, participant evaluations, overhead and profit and any other expenses that may be incurred for the performance of the contract.

All overhead expenses normally incurred in providing the services are included in the firm cot per session identified hereunder and will not be permitted as direct charges. Travel and Living Expenses will not be reimbursed for any part of this contract including any relocation required to satisfy the terms of the contract.

The volumetric data specified below are provided for bid evaluated price determination purposes only. They are not to be considered as a contractual guarantee. Their inclusion in this pricing schedule does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.

A- Initial Contract Period

	Initial Contract Period Contract Award date to March 31, 2024		
	(A) (B) (C) A x B		
Description	Volumetric Data (estimated number of sessions)	All–Inclusive Cost per session	Total Cost
Personal Security Training (PST)	50 sessions	\$	\$

Applicable taxes excluded

B- Option Periods

		Option Period 01 , 2024 to March 31, 2	2025
	(A)	(B)	(C) A x B
Description	Volumetric Data (estimated number of sessions)	All–Inclusive Cost per session	Total Cost
Personal Security Training (PST)	25 sessions	\$	\$

Applicable taxes excluded

		Option Period 02	
	April 01	, 2025 to March 31, 2	2026
	(A)	(B)	(C) A x B
Description	Volumetric Data (estimated number of sessions)	All–Inclusive Cost per session	Total Cost
Personal Security Training (PST)	25 sessions	\$	\$

Applicable taxes excluded

		Option Period 03 , 2026 to March 31, 2	2027
	(A)	(B)	(C) A x B
Description	Volumetric Data (estimated number of sessions)	All–Inclusive Cost per session	Total Cost
Personal Security Training (PST)	25 sessions	\$	\$

Applicable taxes excluded

C- Total Estimated Contract Value for Evaluation Purpose

Evaluated Price (total cost initial contract period + total cost of all option periods): \$_____

Buyer ID - Id de l'acheteur Assane Ndiaye

File No. - N° du dossier 22-210533

ANNEX "C"

SECURITY REQUIREMENTS CHECK LIST

Government Gouverneme of Canada du Canada	ent		ntract Number / Numéro du cor Classification / Classification de	
	SECURITY REQUIREME			
LISTE DE VÉRI ART A - CONTRACT INFORMATION / PARTIE Originating Government Department or Organiz	FICATION DES EXIGENO A - INFORMATION CONTR	CES RELATIVES À LA		érale ou Direction
Ministère ou organisme gouvernemental d'origi		2. Drand CET	If of Directorate / Direction gen	eraie ou Direction
a) Subcontract Number / Numéro du contrat de			contractor / Nom et adresse du	sous-traitant
Brief Description of Work / Brève description du	- Annual I			
Personal Security Seminar (PSS) Training	J travali			
reisonal security seminar (FSS) fraining				
a) Will the supplier require access to Controlled	Goods?			
Le fournisseur aura-t-il accès à des marchar	idises contrôlées?			Non O
b) Will the supplier require access to unclassified	ed military technical data subj	ect to the provisions of the	Technical Data Control	/ No Ye
Regulations?	tashniguaa militairaa nan ala	asifiána qui cont assuiattia	a uv dianositiona du Pàalama	Non 🛄 O
Le fournisseur aura-t-il accès à des données sur le contrôle des données techniques?	rechniques minitaires non cia	ssillees qui sont assujettie	s aux dispositions du Regierner	n
Indicate the type of access required / Indiquer	le type d'accès requis			
a) Will the supplier and its employees require a	ccess to PROTECTED and/o	r CLASSIFIED information	or assets?	No Ye
Le fournisseur ainsi que les employés auron	t-ils accès à des renseigneme			Non O
(Specify the level of access using the chart in				
(Préciser le niveau d'accès en utilisant le tak b) Will the supplier and its employees (e.g. clea			ed access areas? No access t	
PROTECTED and/or CLASSIFIED informati		require access to restrict	eu access areas / INO access to	No Ye
Le fournisseur et ses employés (p. ex. netto	yeurs, personnel d'entretien) a		es d'accès restreintes? L'accès	
à des renseignements ou à des biens PROT				
c) Is this a commercial courier or delivery requi S'agit-il d'un contrat de messagerie ou de liv				No Ye
a) Indicate the type of information that the supp	lier will be required to access	/ Indiquer le type d'informa	ation auquel le fournisseur devr	a avoir accès
Canada 🖌	NATO / OT	AN	Foreign / Étrange	er
b) Release restrictions / Restrictions relatives à	la diffusion			
No release restrictions	All NATO countries		No release restrictions	
Aucune restriction relative	Tous les pays de l'OTA	N	Aucune restriction relative à la diffusion	
Not releasable				
A 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): / P	réciser le(s) pays :	Specify country(ies): / Préd	iser le(s) pays :
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 RES		PROTÉGÉ B	
PROTECTED C	NATO CONFIDENTIAL		PROTECTED C	
PROTÉGÉ C	NATO CONFIDENTIEL		PROTÉGÉ C	
	NATO SECRET NATO SECRET		CONFIDENTIAL	
SECRET	COSMIC TOP SECRET		SECRET	
SECRET	COSMIC TRÈS SECRE		SECRET	
TOP SECRET			TOP SECRET	
IRÈS SECRET			TRÈS SECRET	
TOP SECRET (SIGINT)			TOP SECRET (SIGINT)	
TRÈS SECRET (SIGINT)			TRÉS SECRET (SIGINT)	
TRO/COT 250 402/2004/425	Security Classification	Classification de sécurité	7	
LBS/SCT 350-103(2004/12)	ordening ordeomodulorri	subornous of the booding		C 11
TBS/SCT 350-103(2004/12)				L'ana d'a
IBS/SCT 350-103(2004/12)				Canada

Solicitation No. - N° de l'invitation 22-210533 Client Ref. No. - N° de réf. du client 22-210533 Amd. No. - N° de la modif.

File No. - N° du dossier 22-210533

Of Car Of Car	nment Gouverneme nada du Canada	nt	Contract Nun	nber / Numéro du con	trat
 Will the supplier req Le fournisseur aura- If Yes, indicate the I Dans l'affirmative, ir 					
 Will the supplier req Le fournisseur aura- If Yes, indicate the I Dans l'affirmative, ir 			Security Classifica	tion / Classification de	sécurité
Le fournisseur aura- Short Title(s) of mat Document Number / ART B=PERSONNE 0. a) Personnel secur RELIA COTE TOP S TRÈS SITE / ACCÈ Specie Comm NOTE REMA 0. b) May unscreence	uire access to PROTECTED t-il accès à des renseignem velo fo sensitivity: Idiquer le niveau de sensibili uire access to extremely ser t-il accès à des renseignem erial / Titre(s) abrégé(s) du r / Numéro du document : EL(SUPPLIER)//PARTIE B ity screening level required / BILITY STATUS DE FIABILITÉ SECRET – SIGINT SECRET – SIGINT SECRET – SIGINT ACCESS S AUX EMPLACEMENTS al comments: ientaires spéciaux : Trainin : If multiple levels of screenin RQUE : Si plusieurs niveaux I personnel be used for porti	ité : sitive INFOSEC information o ents ou à des biens INFOSEC matériel : PERSONNEL (FOURNISSE / Niveau de contrôle de la séci CONFIDENTIAL CONFIDENTIAL CONFIDENTIAL NATO CONFIDENTIAL NATO CONFIDENTIAL NATO CONFIDENTIAL NATO CONFIDENTIAL g will take place offsite. g are identified, a Security Class x de contrôle de sécurité sont ions of the work?	i désignés PROTÉGÉS et/ou CLAS ir assets? i de nature extrêmement délicate?	TOP SECR TRÈS SEC COSMIC TI COSMIC TI	RET OP SECRET RÉS SECRET
Du personnel sa If Yes, will unscr Dans l'affirmativ PART C - SAFEGUAR INFORMATION / AS 11. a) Will the supplier	ns autorisation sécuritaire p reened personnel be escorte e, le personnel en question COS (SUPPLIER)/ PARTIEL SETS / RENSEIGNEME	eut-il se voir confier des partie ed? sera-t-il escorté? C <u>– MESURES DE PROTECT</u> NTS / BIENS		its site or	Non V Oui No Ves
CLASSIFIÉS? 1. b) Will the supplier Le fournisseur s	be required to safeguard C	entreposer sur place des rens OMSEC information or assets renseignements ou des biens		θÉS et/ou	Non Oui
occur at the supp	olier's site or premises? du fournisseur serviront-elles		CTED and/or CLASSIFIED material u réparation et/ou modification) de m		No Yes Non Oui
1. d) Will the supplier I information or da Le fournisseur se	be required to use its IT system ta?	ms to electronically process, pri res systèmes informatiques por	HNOLOGIE DE L'INFORMATION (1 oduce or store PROTECTED and/or Ir traiter, produire ou stocker électron	CLASSIFIED	No Yes Non Oui
	'un lien électronique entre le		ernment department or agency? sseur et celui du ministère ou de l'age	ence	No Yes Non Oui
TBS/SCT 350-103(20	004/12)	Security Classification / (Classification de sécurité		Canadä

Solicitation No N° de l'invitation
22-210533
Client Ref. No N° de réf. du client
22-210533

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 Catégorie Catégorie Rentectrue CLASSIFIED NATO Councernation Councernation Councernation Councernation Councernation Councernation Nation Councernation Nation Nation Councernation Respontements Respontements Respont Respontem	alte(s) or premises. And the second seco	Gove of Ca	nac	la		du	uvernen Canada							Contract N						-	
Categorie PROTEGE CLASSIFIE Top NATO NATO NATO PROTECTED PROTECTED COMPDENTIAL SECRET SECRET Top Information / Assets B C COMPDENTIAL SECRET SECRET TRES NATO NATO SECRET COMPDENTIAL SECRET Top Information / Assets Restruction NATO NATO CompDENTIAL SECRET Tress SECRET Top Information / Assets Restruction NATO NATO CompDENTIAL SECRET Tep SECRET Top Information / Assets Restruction NATO NATO NATO CompDENTIAL SECRET Tep Information / Assets Restruction NATO NATO CompDENTIAL SECRET Tep SECRET Top Information / Assets Bene / Nato Nato Secret Nato	Catégorie PROTÉGE CLASSIFIE A B C CONFIDENTIAL SECRET TOP NATO NATO CONFIDENTIAL SECRET TOP Information / Assets C CONFIDENTIAL SECRET SECRET RESTRICTED CONFIDENTIAL SECRET TOP Information / Assets Restriction Convict Trebs SECRET SECRET Convict Trebs Convict Trebs Convict Trebs SECRET SECRET Tess SECRET SECRE	For users complet site(s) or premise Les utilisateurs que niveaux de sauve For users complet Dans le cas des u	ting s. ui re garo ting tilisi	the f mpli: le re the f ateu	form ssen quis form rs qu	ma nt le au oni	formulaire formulaire x installation	e manuell ons du fou le Interne le formula	ement do urnisseur. t), the sun aire en lig	ivent utilise nmary chart ne (par Inte	r le tablea is automa emet), les	u réca atically répon	apitulatif (y populati ses aux (ci-dessous ed by your questions	pou resp	r ind	ique es to	r, pour	r chaque	e catégori stions.	e, les
A B C CONFIDENTIAL SECRET RESTRICTED CONFIDENTIAL SECRET TOP PROTÉGÉ CONFIDENTIAL SECRET SECRET TES Information / Assets Renseignements / Biens Image: Confident and the second and t	A B C CONFIDENTIAL SEGRET SEGRET RESTRICTED CONFIDENTIAL SEGRET PROTEOR A B C CONFIDENTIAL SEGRET Tess Information / Assets Renseignments / Biens Information / Assets Biens Information	Category Catégorie									N	ато						(COMSEC		
Information / Assets Image: Construct the second seco	Information / Assets Information SECRET DIFFUSION RESTREINTE COMPORTINEL Treas Information SECRET Information Informati		A	в	с			SECRET	SECRET	RESTRICTED	CONFIDE	ITIAL		TOP SECRET	PR	OTÉG	É	1		SECRET	SECRET
Production Image: Construction of the work contained within this SRCL PROTECTED and/or CLASSIFIED? La description of the work contained within this SRCL PROTECTED and/or CLASSIFIED? Image: Classified of the work contained within this SRCL PROTECTED and/or CLASSIFIE? 12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED? Image: Classified of the work contained within this SRCL PROTECTED and/or CLASSIFIE? 14. a description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉ? Image: Classified of the work contained within the area entitled "Security Classification". Dans l'affirmative, classifier 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? Image: No La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIE? Image: No 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). Image: No 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). Image: No Dans l'affirmative, classifier 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. SECRE	Production If Media / Support Ti IT Media / Support Ti Image: Support Ti IT Link / Len electronique Image: Support Ti IT Media / Len electronique Image: Support Ti IT Media / Len electronique Image: Support Ti IT Media / Len electronique Image: Support Ti It A description of the work contained within this SRCL PROTECTED and/or CLASSIFIED? La description du travail visé par la 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 CLASSIFIÉ? Image: Non Non 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, classifier le présent formulaire en indiquant le niveau de sécurité dans la case initiulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec	Information / Assets								DIFFUSION				TRÈS	î	-	Č				
Support Ti Tr Link / Lien electronique 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 CLASSIFIÉ? Iv No If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification". Dans l'affirmative, classifier le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire. Iv No Iv No 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 CLASSIFIÉ? Iv No Iv No If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification". Dans l'affirmative, classifier le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉ? Iv No Iv No 12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIÉ? Iv No Iv No Iv No 13. b) Will the documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉ? Iv No Iv No Iv No 14. by Classification de sécurité (e.g. SECRET with Attachments). Dans l'affirmative, classifier 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	Support Ti Tr Link / Lien electronique 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 CLASSIFIÉ? Iv No	Renseignements / Biens																<u> </u>			
Luen electronique 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?	Luen electronique 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? Iv No If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification". Dans l'affirmative, classifier le présent formulaire en indiguant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire. Iv No Iv 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? Iv No Iv 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). No Iv Dans l'affirmative, classifier 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	Support TI																			
		 « Classificatio 12. b) Will the docur La documentat If Yes, classify attachments (Dans l'affirma « Classificatio 	n d men ion y thi e.g. tive on d	tation asso s for SEC , cla e sé	curit n att ciée rm b RE1 ssifi	té » ach èàla Dya Twi ierl	ed to this a présente nnotating ith Attach e présent	et au bas SRCL be UVERS s the top a ments), formulai	du formu PROTEC sera-t-elle and botto ire en indi	làire. TED and/or PROTÉGÉ m in the ar iquant le n	CLASSIF E et/ou C ea entitle iveau de :	iED? LASS d "Se sécur	IFIÉE? curity Cl	lassificati la case in	on" (and				✓ No Non	

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ANNEX "D"

NON-DISCLOSURE AGREEMENT

I, __________(resource name), recognize that in the course of my work as an employee or subcontractor of _________(contractor name), I may be given access to information by or on behalf of Canada in connection with the Work, pursuant to Contract No. _______ between Her Majesty the Queen in right of Canada, represented by the Minister of Foreign Affairs, Trade and Development Canada and ________ (contractor name), 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 No.: _____

Signature

Date