22-212928

RETURN BID TO/ RETOURNER LES SOUMISSIONS À:	Title-Sujet: De-escalation Techniques Training (DET)			
receptionsoumission-	Supply Arrangement# N/A			
bidsreceiving.spp@international.gc.ca Department of Foreign Affairs, Trade and Development (DFATD) Ministère des Affaires étrangères, Commerce et	Sollicitation No. — Nº de l'invitationDate:22-212928February 24, 2022			
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)		
We hereby offer to sell to Her Majesty the Queen in right of	On / le April 05, 2022	1 Est)		
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	F.O.B. — F.A.B. Plant-Usine: Destination: X Ot	iher — Autre: 🗌		
attached sheets at the price(s) set out therefore.	Address Enquiries to — Addresser les qu	estions à:		
Proposition à: Ministère des Affaires Étrangères, Commerce et	Assane Ndiaye			
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 – de services :				
	Department of Foreign Affairs, Trade and Ministère des Affaires étrangères, Comme (MAECD)			
Issuing Office – Bureau de distribution	Vendor/Firm Name and Address — Nom o	du Vendeur et adresse du		
Foreign Affairs, Trade and Development Canada 200 Promenade du Portage, Gatineau, Québec, K1A 0G4	fournisseur/de l'entrepreneur:			
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 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

Date

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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 Duty of Care Treasury Board Submission 2017/18 set priorities for Department of Foreign Affairs, Trade and Development Canada (DFATD), to implement security-related training to increase the safety of staff at Canada's 179 Missions abroad. To further this commitment, the delivery of de-escalation training techniques at DFATD is intended to build capacity in front-line personnel to safely diffuse potentially violent situations through the use of non-physical techniques. The inclusion of such learning is intended to avoid the need for physical force.

DFATD requires the contractor to provide DET training that must build capacity to de-escalate hostile and crisis situations through techniques which avoid the use of physical force. The goal is to empower front-line staff by developing extensive repertoire of techniques to identify, de-escalate and/or manage hostile confrontations, through development guidelines and providing training sessions and seminars.

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.

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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.

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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 Technical 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	1	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	 The Bidder must demonstrate that the company has acquired a minimum of 12 months' experience, developing de-escalation training for organizations. To demonstrate the criterion, the Bidder must submit as of bid closing date, project descriptions with start and end dates evidencing required experience. 		
Demor	istration:		
M2	The Bidder must demonstrate that the company has acquired a minimum of 12 months' experience, delivering de-escalation training to organizations. To demonstrate the criterion, the Bidder must submit as of bid closing date, project descriptions with start and end dates evidencing required experience.		
Demor	nstration:		

Item	Mandatory Criteria	Met	Not Met
М3	 The bidder must demonstrate that it has experience providing de-escalation training: 1. using actors 2. using scenario-based training. To demonstrate the criterion, the Bidder must submit as of bid closing date, project descriptions evidencing required experience. 		
Demon	Istration:		
М4	The Bidder must provide the resume of at least 3 instructors with a minimum of 12 months' experience in delivering de-escalation training in English and French. To demonstrate the criterion, the Bidder must submit as of bid closing date, resumes evidencing required experience of the proposed resources.		
Demon	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.

Rated point criteria	Points allocation
R1 The Bidder should demonstrate that the company has more than 12 months' experience, delivering de-escalation training to organizations. To demonstrate the criterion, the Bidder should submit as of bid closing date, project descriptions with start and end dates evidencing required experience.	49 months or more = 15 points 25 - 48 months = 10 points 13 - 24 months = 5 points Maximum of 15 points
Demonstration:	Score: /15
R2 The Bidder should demonstrate that the company has more than 12 months' experience, developing de-escalation training for organizations. To demonstrate the criterion, the Bidder should submit as of bid closing date, project descriptions with start and end dates evidencing required experience.	49 months or more = 15 points 25 - 48 months = 10 points 13 - 24 months = 5 points Maximum of 15 points
Demonstration:	Score: /15
 R3 The bidder should demonstrate its experience delivering evidence-based de-escalation content that were developed using: Psychological or psychiatric research Expert consultation (ex. psychiatrists, social workers, frontline workers, etc.). To demonstrate the criterion, the Bidder should submit as of bid closing date, project descriptions evidencing required experience. 	De-escalation content developed with Psychological/psychiatric research = 5 points De-escalation content developed with Front-line expert consultation(s) = 5 points Maximum of 10 points
Demonstration:	Score: /10

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R4 The bidder should demonstrate that it has experience delivering de- escalation training to the following groups: • Security Personnel (ex. guards) • International organizations or embassies To demonstrate the criterion, the Bidder should submit as of bid closing date, project descriptions evidencing required experience. Demonstration:	Security Personnel = 5 points International organizations or embassies = 5 points Maximum of 10 points
	Score: /10
 R5 The bidder should demonstrate that it has experience providing de- escalation training to organizations that cover the following materials: Mental Health Issues Cultural Sensitivity Training To demonstrate the criterion, the Bidder should submit as of bid closing date, project descriptions evidencing required experience.	Mental health issues = 5 points Cultural sensitivity training = 5 points Maximum of 10 points
Demonstration:	Score: /10
 R6 The Bidder should demonstrate that each of the three proposed instructors has more than 12 months' experience in de-escalation training. To demonstrate the criterion, the Bidder should submit as of bid closing date, the proposed instructors' resumes evidencing required experience. 	49 months or more = 15 points 25 - 48 months = 10 points 13 - 24 months = 5 points Maximum of 10 points per resource Maximum total of 30 points for all resources
Demonstration:	Resource Allocated points #1 /10 #2 /10 #3 /10 Score: /30

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R7 The bidder must submit a detailed course outline that demonstrates its approach to balancing theory and practice. To demonstrate the criterion, the Bidder should submit as of bid closing date, a detailed course outline and course schedule for a session. Time allocated for theory and practice should be clearly identified.		More than $65\% = 20$ points Between $56\%-65\% = 15$ points Between $46\%-55\% = 10$ points Between $36\%-45\% = 5$ points Less than $36\% = 0$ points Maximum of 20 points
 Definition of scoring scale: More than 65%: demonstrates an excellent balance of theory and practice. More than 65% of the course duration is allocated to practice and the type exercise allows the participants to practice the skills. 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 of theory and practice. Less than 35% of the course duration is allocated to practice and the type of exercise allow the participants to practice the skills. 		
the type of exercise does not allow participants to prac	tice the skills.	Score: /20
Minimum pass score:	70	Total Score: /110
Maximum Total:	110	

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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)

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.

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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

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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

De-Escalation Techniques Courses, Policy Development and Training.

2. BACKGROUND

The Duty of Care Treasury Board Submission 2017/18 set priorities for Department of Foreign Affairs, Trade and Development Canada (DFATD), to implement security-related training to increase the safety of staff at Canada's 179 Missions abroad. To further this commitment, the delivery of de-escalation training techniques at DFATD is intended to build capacity in front-line personnel to safely diffuse potentially violent situations through the use of non-physical techniques. The inclusion of such learning is intended to avoid the need for physical force.

At many of Canada's Missions abroad, contracted guards provide the first line of defense against attack or intrusion. They are assisted by Mission Security Teams composed of Canadian and locally-engaged staff. Embassy staff including consular officers interact with clients and members of the public, which involves, on occasion, dealing with irate clients and people suffering from mental health issues. Reducing the likelihood of conflict situations escalating to physical violence is therefore of great importance to ensuring the safety of Mission staff, contracted guards, and visitors.

The purpose of the requirement is to develop de-escalation techniques as a stand-alone, separate, comprehensive skill-set. De-escalation techniques (DET) training is not intended to rely upon the use of Force framework and principles.

3. OBJECTIVE

DFATD requires the contractor to provide DET training that must build capacity to de-escalate hostile and crisis situations through techniques which avoid the use of physical force. The goal is to empower frontline staff by developing extensive repertoire of techniques to identify, de-escalate and/or manage hostile confrontations, through development guidelines and providing training sessions and seminars.

The key objectives for the contractor are:

- a. Develop a comprehensive set of effective de-escalation techniques which may be employed in a hostile/crisis situations customized for an Embassy environment;
- b. To provide group-focused DET awareness and training workshops. This training must include best practices in de-escalation techniques, verbal/non-verbal communication, empathetic understanding, cultural sensitivities and mental-health knowledge. Training activities must include simulations of conflict encounters with the public.
- c. To collaborate with DFATD in the development of a comprehensive online workshop for consular officers, contracted guards and other staff as required.

4. SCOPE OF WORK

DFATD will provide nine (9) general scenarios to the contractor (ex: brief description of an irate client). The contractor will be required to work with the Project Authority to further develop the scenario into a

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scenario-based training exercise. The scenario based training exercises must include defined 'triggers' to escalation and de-escalation for the actors, and must be provided to the Project Authority.

The contractor will deliver DET training sessions to DFATD participants in accordance with the following parameters:

- > Each session is 3 hours in duration, including a 15-minute break.
- > Because of COVID-19 restrictions, training will be delivered virtually until further notice.
- > Sessions will have a maximum of twenty (20) participants.
- > Approximately 60% of all sessions will be held in English. The remaining will be held in French.
- Sessions will be scheduled within 14 days' written notice by email from the Project Authority to the contractor's point of contact. The contractor will be responsible to guarantee the delivery of scheduled sessions; however, efforts will be made to schedule all sessions at a mutually convenient date/time.
- > DFATD can request that a session be rescheduled within one week's notice (7 days).

The workshop for each session will include:

- Pre and/or post workshop:
 - Survey to measure participant's knowledge
 - Survey obtain feedback from participants
- Presentation (50%)
 - o Basic principles
 - Techniques
 - Cross Cultural sensitivities
 - o Mental health
- Interactive Component (50%)
 - Scenario-based training (4 scenarios per session to be resolved through DET). In some cases, due to time limitations or other factors the contractor can deliver less than four sessions or more than four sessions.
 - Each scenario must use actors.
 - After each scenario, there must be a short debrief (5 minutes) with the participant(s) to correct any errors.
 - o DFATD will identify the mix of scenarios that are to be used for each group

5. SPECIFIC TASKS

The Contractor will carry-out to the satisfaction of the Project Authority the following tasks:

5.1 Develop a DET Guidelines document for the department to identify best practices in using DET techniques.

- 5.2 Design a De-escalation model/diagram that is rooted in evidence-based psychological principles and research.
- 5.3 Develop a FAQ document that addresses complex scenario-based questions.
- 5.4 Determine/select the appropriate de-escalation technique for a range of scenarios that may occur at Missions.
- 5.5 Prepare a survey/course evaluation to be sent to participants following each training session.

6. DELIVERABLES

The Contractor will provide the following deliverables:

- One pilot course to receive feedback and revise material
- Up to 30 sessions per fiscal year.
- Two particular 6-hour sessions will occur up to twice a year. The 6-hour session will have the same structure as the 3-hour session but will allow more participants to undergo the scenarios.

7. SCHEDULE OF WORK

Within **two (2) weeks** of contract award, the contractor must meet with the Project Authority to review the proposed Work Plan and schedule outlining the activities, associated budget and outputs for the contract. The Project Authority reserves the right to schedule additional meetings, as deemed necessary, according to how the project is progressing at no additional cost.

The contractor is expected to arrive ten minutes prior to the commencement of an online session and 30 minutes prior to an in-person session.

The contractor is expected to remain available thirty minutes after the online or in-person session ends to answer questions.

The contractor will be available to meet (virtually) with the Project Authority for a period of up to 1 hour after every session to discuss any minor modifications required to the scenario based training. Minor modifications may include non-substantive adjustments to scenarios, such as modifying actor actions/responses or adding/removing props.

8. CONDITIONS

Any project management costs related to this section are not added costs, but are to be spread out and included in the cost per session.

- The contractor must recruit, train and replace actors as required.
- The contractor must support the workshops with project management activity such as phone calls, emails, meetings, scheduling of workshops, etc.
- The Contractor must supply instructor(s) and actors with a minimum of 12 months experience according to the language designated for the session.
- The Contractor must ensure gender and racial diversity in the pool of selected actors.

- The Contractor must supply all required materials including manuals and documents for participants in either French or English.
- The Contractor must appoint a single point of contact to oversee the work and liaise with DFATD Project Authority.
- The Contractor will provide regular updates on the deliverables, at the request of the Project Authority.

The Contractor will modify scenario based training as required. Minor modifications must be made at the request of the Project Authority. Major modifications, i.e. modifications requiring substantive adjustments to the scenarios, deliverables, or method of delivery, will be requested through a contract amendment.

9. REPORTING AND MODIFICATION REQUIREMENTS

The Contractor is expected to be in regular contact as requested by DFATD's Project Authority. The Project Authority will schedule project meetings at his/her discretion.

The Contractor will modify scenario based training as required. Minor modifications must be made at the request of the Project Authority. Major modifications, i.e. modifications requiring substantive adjustments to the scenarios, deliverables, or method of delivery, will be requested through a contract amendment.

10. LOCATION OF SERVICES

DFATD will provide a room for training in the National Capital Region, with proper equipment, as needed, such as computer, screen, projector, flipchart, speakers.

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.

11. LANGUAGE REQUIREMENT

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

All of the actors and instructors for the English sessions must be fluent in English. All of the actors and instructors for the French sessions must be fluent in French.

12. TRAVEL

DFATD will not cover any travel related costs for the contractor or instructors/actors. All associated travel costs will be at the contractor's expense.

ANNEX "B"

BASIS OF PAYMENT

The Contractor must provide a **firm all-inclusive 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

		ial Contract Period vard date to March 3	31, 2024
	(A)	(B)	(C) A x B
Description	Volumetric Data (estimated number of sessions)	All–Inclusive Cost per session	Total Cost
De-Escalation Techniques Training (DET)	60 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
De-Escalation Techniques Training (DET)	30 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
De-Escalation Techniques Training (DET)	30 sessions	\$	\$

Applicable taxes excluded

		Option Period 03 , 2026 to March 31, 3	2027
	(A)	(B)	(C) A x B
Description	Volumetric Data (estimated number of sessions)	All–Inclusive Cost per session	Total Cost
De-Escalation Techniques Training (DET)	30 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

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ANNEX "C"

SECURITY REQUIREMENTS CHECK LIST

Government Gouve	ernement	Con	tract Number / Numéro du cont	rat
■ T ■ or Canada du Ca	nada	Security (Classification / Classification de	sécurité
	E VÉRIFICATION DES EXIGE			
ART A - CONTRACT INFORMATION / Originating Government Department or			or Directorate / Direction géné	rale ou Direction
Ministère ou organisme gouvernementa		CET	-	
a) Subcontract Number / Numéro du co	ntrat de sous-traitance 3. I	b) Name and Address of Subc	ontractor / Nom et adresse du s	ous-traitant
Brief Description of Work / Brève descri	iption du travail			
DeEscalation Training				
 a) Will the supplier require access to Co Le fournisseur aura-t-il accès à des r 				No Y Non C
b) Will the supplier require access to ur Regulations? Le fournisseur aura-t-il accès à des o	-			No Y Non C
sur le contrôle des données techniqu Indicate the type of access required / Ir				
 a) Will the supplier and its employees m Le fournisseur ainsi que les employé (Specify the level of access using the (Préciser le niveau d'accès en utilisa) 	s auront-ils accès à des renseigne e chart in Question 7. c)	ments ou à des biens PROTÉ		✓ Non C
 (Preciser le niveau d'acces en utilisa b) Will the supplier and its employees (i PROTECTED and/or CLASSIFIED in Le fournisseur et ses employés (p. e) 	e.g. cleaners, maintenance person nformation or assets is permitted.	nel) require access to restricte		No No Y
à des renseignements ou à des bien	s PROTÉGÉS et/ou CLASSIFIÉS	n'est pas autorisé.	a acceste acces	
c) Is this a commercial courier or delive				✓ Nº Y
S'agit-il d'un contrat de messagerie o				Non C
a) Indicate the type of information that t				
Canada 🗸	NATO / C	DTAN	Foreign / Étranger	r
b) Release restrictions / Restrictions rel No release restrictions	latives à la diffusion All NATO countries		No release restrictions	
Aucune restriction relative	Tous les pays de l'OT	TAN	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	s : Specify country(ies):	/ Préciser le(s) pays :	Specify country(ies): / Précis	ser le(s) pays :
c) Level of information / Niveau d'inform	NATO UNCLASSIFIE		PROTECTED A	
PROTÉGÉ A	NATO UNCLASSIFIE NATO NON CLASSIFIE		PROTECTED A PROTÉGÉ A	
PROTECTED B	NATO RESTRICTED		PROTECTED B	
PROTÉGÉ B	NATO DIFFUSION R		PROTÉGÉ B	
PROTECTED C	NATO CONFIDENTIA		PROTECTED C	
PROTÉGÉ C	NATO CONFIDENTIE NATO SECRET		PROTÉGÉ C CONFIDENTIAL	
	NATO SECRET		CONFIDENTIEL	
SECRET	COSMIC TOP SECR	ET 🔲	SECRET	
SECRET	COSMIC TRÈS SEC	RET	SECRET	
TOP SECRET			TOP SECRET	
TRES SECRET			TRES SECRET TOP SECRET (SIGINT)	
TRÈS SECRET (SIGINT)			TRÈS SECRET (SIGINT)	
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100/2004/12/				Canada

Solicitation No. - N° de l'invitation 22-212928 Client Ref. No. - N° de réf. du client 22-212928 Amd. No. - N° de la modif.

File No. - N° du dossier

22-212928

Buyer ID - Id de l'acheteur Assane Ndiaye

Government Gouvernement	ſ	Contra	act Number / Numéro du c	ontrat
of Canada du Canada	-	Security Cla	assification / Classification	de sécurité
	l			
ART A (continued) / PARTIE A (suite) . Will the supplier require access to PROTECTED an Le fournisseur aura-t-il accès à des renseignement: If Yes, indicate the level of sensitivity: Dans l'affirmative, indiquer le niveau de sensibilité :			u CLASSIFIÉS?	No Yes Non Oui
Will the supplier require access to extremely sensiti Le fournisseur aura-t-il accès à des renseignements			icate?	No Yes Non Oui
Short Title(s) of material / Titre(s) abrégé(s) du mat	ériel :			
Document Number / Numéro du document : ART B - PERSONNEL (SUPPLIER) / PARTIE B - P). a) Personnel security screening level required / Nir				
RELIABILITY STATUS COTE DE FIABILITÉ	CONFIDENTIAL CONFIDENTIEL	SECRET SECRET	TOP SEC TRÈS SE	
TOP SECRET – SIGINT TRÈS SECRET – SIGINT	NATO CONFIDENTIAL			TOP SECRET
SITE ACCESS ACCÈS AUX EMPLACEMENTS				
Special comments: Commentaires spéciaux : Training w	ill take place offsite.			
NOTE: If multiple levels of screening a				
REMARQUE : Si plusieurs niveaux de b) May unscreened personnel be used for portions Du personnel sans autorisation sécuritaire peut	of the work?		ation de la sécurité doit étr	No Ves Non Ves Oui
If Yes, will unscreened personnel be escorted? Dans l'affirmative, le personnel en question sera				No Ves Non Oui
ART C - SAFEGUARDS (SUPPLIER) / PARTIE C - INFORMATION / ASSETS / RENSEIGNEMENT		ON (FOURNISSEUR)		
1. a) Will the supplier be required to receive and stor		SSIFIED information or as	sets on its site or	No Yes
premises? Le fournisseur sera-t-il tenu de recevoir et d'ent CLASSIFIÉS?	reposer sur place des rense	ignements ou des biens Pl	ROTÉGÉS et/ou	Non Oui
. b) Will the supplier be required to safeguard COM Le fournisseur sera-t-il tenu de protéger des rer		COMSEC?		No Yes Non Oui
PRODUCTION				
 c) Will the production (manufacture, and/or repair an occur at the supplier's site or premises? Les installations du fournisseur serviront-elles à la et/ou CLASSIFIÉ? 				No Yes Non Oui
NFORMATION TECHNOLOGY (IT) MEDIA / SUP	PORT RELATIF À LA TECH	NOLOGIE DE L'INFORMA	TION (TI)	
. d) Will the supplier be required to use its IT systems information or data? Le foumisseur sera-t-il tenu d'utiliser ses propres : renseignements ou des données PROTEGES et/	systèmes informatiques pour			No Yes Non Oui
 e) Will there be an electronic link between the supplie Disposera-t-on d'un lien électronique entre le syst gouvernementale? 				No Yes Non Oui
FBS/SCT 350-103(2004/12)	Security Classification / Cl	assification de sécurité		Canadä

Canad du	-40	nm	ent							_	Contract N	Numb	er /	Num	néro du	contrat	t	
For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplicits) or premises. Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie 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 case utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement se dans le tableau récapitulatif. SUMMARY CHART / TABLEAU RÉCAPITULATIF Category reponsers. Protecte Category Category Protecte Category Protecte Category Category Protecte Category Category	of Can	nad	a	d	u Canada					Secu	rity Classif	ficatio	n / C	Class	sification	n de sé	curité	
For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplet(s) or premises. Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie 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 case builtisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement se dans le tableau récapitulatif. Category Category Restrictes Cuessing de colspan="2">Cuessing de colspan="2">Natro Operation of the work contained within this SRCL PROTECTED and/or CLASSIFIED? Le description of the work contained within this SRCL PROTECTED and/or CLASSIFIED? La description of																		
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Categorie PROTEGE CLASSIFIE Top NATO NATO NATO NATO Construct Construct Secret Restricted Construct Secret Restricted Construct Secret Restricted NATO NATO NATO Construct Secret Restricted Construct Restricted Restricted<	s le tableau réc	api	tulatif			su	MMARY	CHART /	TABLEAU R	ÉCAPITU	JLATIF							
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File No. - N° du dossier 22-212928

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