Solicitation No. - N° de l'invitation 1000411204A Client Ref. No. - N° de réf. du client PR61887

Amd. No. - N° de la modif.

File No. - N° du dossier 1000411204A

Buyer ID - Id de l'acheteur CCC No./N° CCC - FMS No./N° VME

## **RETURN BID TO/ RETOURNER LES SOUMISSIONS À:**

Canada Border Services Agency Contracting Bids Receiving Attention:

By e-mail to:

CBSA-ASFC Solicitations-

Demandes de soumissions@cbsa-asfc.gc.ca

## Request for Proposal Demande de proposition

# Proposal to: Canada Border Services Agency (CBSA)

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

## Proposition à : l'Agence des services frontaliers du Canada (ASFC)

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

Issuing Office - Bureau de distribution

Canada Border Services Agency - Agence des services frontaliers du Canada 355 North River Road - 355 Rue North River <sup>17th</sup> Floor – 17<sup>ieme</sup> étage Ottawa ON K1A 0L8

| Title — Sujet:             | •   |   |
|----------------------------|---|---|
| -                          |   | tors and/or certified instructor's in   |
|                            |   | ng (SBT) for Canada Border  |
|                            | ncy (CBSA) – Rigau                            |   |
| Solicitation N             |   | Date:   |
| l'invitation               |   |   |
| 100                        | 0411204A                                      | January 19, 2023  |
| Solicitation C             | loses —                                       | Time Zone —   |
| L'invitation pr            | end fin                                       | Fuseau horaire  |
|                            | 02:00 pm                                      | EST (Eastern Standard Time)/HNE (heure normale de l'Est)  |
| On/le :                    | February 3, 2023                              | EDT (Eastern Daylight<br>Saving Time)/HAE (heure<br>avancée de l'Est)   |
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| Address Enqu               | uiries to — Adresse                           | r toutes questions à:   |
| All communi                | ications related to t                         | his solicitation must be sent to:   |
| EMAIL: CBS/                | A-ASFC_Solicitations                          | <u>8-</u>   |
| <u>Demandes</u> d          | le_soumissions@cbs                            | sa-asfc.gc.ca   |
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Signature

File No. - N° du dossier 1000411204A

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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 and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Other 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 any other annexes.

# 1.2 Summary

- 1.2.1 Canada Border Services Agency (CBSA) College located in Rigaud, Quebec, requires the services of professional stunt-actors and/or certified instructor's in use of force scenario based training (SBT), to aid in the training of all its border services officers.
  - The solicitation is for the award of one (1) contract of a two (2) year period with four (4) one (1) year option periods.
- 1.2.2 There are security requirements associated with this requirement. For additional information, consult Part 6 Security, Financial and Other Requirements, and Part 7 Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Bidders should refer to the Contract Security Program of Public Works and Government Services Canada (<a href="http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html">http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html</a>) website".
- 1.2.3 This procurement is subject to the provisions of the Canadian Free Trade Agreement (CFTA), Canada-Chile Free Trade Agreement, Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP), Canada-Colombia Free Trade Agreement, Canada-European Union Comprehensive Economic and Trade Agreement CETA), Canada-Honduras Free Trade Agreement, Canada-Korea Free Trade Agreement, Canada-Panama Free Trade Agreement, Canada-Peru Free Trade Agreement, Canada-Ukraine Free Trade Agreement and the World Trade Organization-Agreement on Government Procurement (WTO-AGP).

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# 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 Reissue of Bid Solicitation

This bid solicitation cancels and supersedes previous bid solicitation number 1000411204 dated November 18, 2022 with a closing of December 13, 2023 at 02:00 pm. A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.

#### 2.2 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> (2022-03-29) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation, with the following modifications:

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

Delete: 60 days Insert: 180 days

#### 2.3 Submission of Bids

Bids must be submitted only to Canada Border Services Agency (CBSA) by the date, time and place indicated in the bid solicitation.

**E-Mail Submissions:** Individual e-mails that may include certain scripts, formats, embedded macros and/or links, or those that exceed five (5) megabytes may be rejected by Canada's e-mail system and/or firewall(s) without notice to the Bidder or Contracting Authority. Larger bids may be submitted through more than one e-mail. Canada will confirm receipt of documents.

It is the Bidder's responsibility to ensure that its entire submission has been received. Bidders should not assume that all documents have been received unless Canada confirms receipt of each document. In order to minimize the potential for technical issues to affect bid receipt, bidders are requested to include in the body of their e-mail(s) a list of all documents attached to the e-mail(s), and allow sufficient time before the closing date and time to confirm receipt. Canada will not accept any bids submitted after the closing date and time.

#### 2.4 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
- a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

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

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

## Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension?

#### Yes () No ()

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

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

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

### **Work Force Adjustment Directive**

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive?

# Yes ( ) No ( )

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;

- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

#### 2.5 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) working 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.

## 2.6 Applicable Laws

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

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.

#### 2.7 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:
  - Office of the Procurement Ombudsman (OPO)
  - 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 follow the format instructions described below in the preparation of their bid.

The bid must be gathered per section and separated as follows:

Section I: Technical Bid: one (1) soft copy submitted by email.

Section II: Financial Bid: one (1) soft copy submitted by email.

Section III: Certifications: one (1) soft copy submitted by email.

Section IV: Additional Information: one (1) soft copy submitted by email.

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

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

a) use a numbering system that corresponds to the bid solicitation.

#### 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.

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

#### Section II: Financial Bid

Bidders must submit their financial bid in Canadian funds and in accordance with the pricing schedule detailed in <a href="Attachment 1">Attachment 1</a> to Part 3.

#### **Section III: Certifications**

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

#### Section IV: Additional Information

In Section IV of their bid, bidders should provide:

- 1. A completed, signed, and dated Page 1 of this solicitation;
- 2. the name of the contact person (provide also this person's mailing address, phone number and email address) authorized by the Bidder to enter into communications with Canada with regards to their bid, and any contract that may result from their bid;

- 3. for Part 2, article 2.3, Former Public Servant, of the bid solicitation: the required answer to each question; and, if the answer is yes, the required information; and
- 4. for Part 6, article 6.1, Security Requirement, of the bid solicitation:
  - a) for each individual who will require access to classified or protected information, assets or sensitive work sites:
    - a. the name of the individual;
    - b. the date of birth of the individual; and
    - c. if available, information confirming the individual meets the security requirement as indicated in Part 7 Resulting Contract Clauses.

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# ATTACHMENT 1 to PART 3, PRICING SCHEDULE

The Bidder must complete the pricing schedule at <u>Annex B – Basis of payment</u> and include it in its financial bid (in Canadian dollars).

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## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

# 4.1 Evaluation Procedures

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

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

#### 4.1.1 Technical Evaluation

# 4.1.1.1. Mandatory Technical Criteria

Refer to Attachment 1 to Part 4.

# 4.1.2 Financial Evaluation

# 4.1.2.1 Mandatory Financial Criteria

For bid evaluation and Contractor selection purposes only, the evaluated price of a bid will be determined in accordance with the Pricing Schedule detailed in <a href="https://example.com/Attachment 1 to Part 3">Attachment 1 to Part 3</a>.

#### 4.2 Basis of Selection

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

ATTACHMENT 1 to PART 4 OF THE BID SOLICITATION, MANDATORY REQUIREMENTS

## **General Information:**

- 1. The mandatory requirements listed below will be evaluated on a simple pass/fail basis (compliant or not compliant). Failure to meet the mandatory requirements will render the proposal inadmissible and no further evaluation will be carried out.
- 2. Bidders MUST demonstrate that they meet all of the mandatory requirements listed below, indicating page number, c.v. and project number if applicable as well as providing necessary supporting documentation.

| Item | Mandatory Technical Criteria   | Bidder's I | Response        |
|------|--|------------|-----------------|
| M1   | The bidder must propose a minimum of twelve (12) but no more than twenty (20) stunt-actors and/or certified instructor's in use of force.  The bidder must include a detailed résumé for each of the proposed resources in its proposal.  The résumés must be up-to-date and must be attached in an annex.  It is incumbent upon the bidder to demonstrate the relevance of any work experience, training or professional certification for the proposed work as outlined in the Statement of Work.  For all relevant work experience, the bidder must specify where, when (month and year) and how (through which activities/responsibilities) the stated experience was acquired.  The months of experience on a project that overlap with another | MET        | DID NOT MEET    |
| M2   | project will be counted only once.  The bidder must demonstrate that each stunt-actor and/or certified instructor in use of force has a minimum of six (6) months experience in the last five (5) years in the field of use of force and/or law enforcement.  The following information must be provided in each résumé:  - Number of months of experience - Client's organization (where experience was obtained) - Project description   | MET        | DID NOT<br>MEET |
| M3   | The bidder must demonstrate a minimum of six (6) stunt-actors and/or certified instructor's in use of force have completed the Canadian Restricted Firearm Safety Course (CRFSC) at the time of bid closing.  A copy front and back of these certificates must be provided at bid closing date.  The supplier shall ensure that other resources have successfully completed the course (CCSMAFAR) prior to offering their services under this contract.  | MET        | DID NOT<br>MEET |

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| Item | Mandatory Technical Criteria Bidder's   |     | Response     |
|------|---|-----|--------------|
| M4   | The bidder must demonstrate that the stunt-actors and/or certified instructor's in use of force offer services in both official languages (English and French).   | MET | DID NOT MEET |
|      | A letter of recommendation from the bidder confirming that the stunt-<br>actor and/or certified instructor's in use of force can provide services<br>in both official languages must be included with the proposal. |     |              |

PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

#### 5.1 Certifications Required with the Bid

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

# 5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the 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 (<a href="http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html">http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html</a>), to be given further consideration in the procurement process.

#### 5.2 Certifications Precedent to Contract Award and Additional Information

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

#### 5.2.1 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

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

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.

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# 5.2.3 Additional Certifications Precedent to Contract Award

#### 5.2.3.1 Status and Availability of Resources

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

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

## 5.2.3.2 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.

# PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

# 6.1 Security Requirements

- 1. Before award of a contract, the following conditions must be met:
  - the Bidder must hold a valid organization security clearance as indicated in Part 7 Resulting Contract Clauses;
  - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 7 -Resulting Contract Clauses; and
  - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.
- Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
- 3. For additional information on security requirements, Bidders should refer to the Contract Security Program of Public Works and Government Services Canada (<a href="http://www.tpsgc-pwgsc.gc.ca/escsrc/introduction-eng.html">http://www.tpsgc-pwgsc.gc.ca/escsrc/introduction-eng.html</a>) website.

## **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 at Annex "A".

#### 7.2 Standard Clauses and Conditions

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

#### 7.2.1 General Conditions

2010B (2022-12-01) - General conditions: Professional services (medium complexity)

# 7.3 Security Requirements

#### SECURITY REQUIREMENT FOR CANADIAN SUPPLIER:

- 1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC).
- The Contractor/Offeror personnel requiring access to PROTECTED information, assets or sensitive site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the CSP, PWGSC.
- 3. The Contractor/Offeror MUST NOT remove any PROTECTED information or assets from the identified site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
- 4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the CSP, PWGSC.
- 5. The Contractor/Offeror must comply with the provisions of the:
  - a) Security Requirements Check List and security guide (if applicable), attached at Annex C;
  - b) Contract Security Manual (Latest Edition).

#### 7.4 Term of Contract

## 7.4.1 Period of the Contract

The period of the Contract is from contract award to February 28, 2025 inclusively.

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# 7.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to four (4) additional one-year periods 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 thirty (30) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

#### 7.5 Authorities

# 7.5.1 Contracting Authority

The Contracting Authority for the Contract is: [to be specified in the resulting contract]

Name:
Title:
Organization:
Directorate:
Address:

Telephone:
Facsimile:
E-mail address:

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

The Project Authority for the Contract is: : [to be specified in the resulting contract]

Name:
Title:
Organization:
Directorate:
Address:

Telephone:
Facsimile:
E-mail address:

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

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# 7.5.3 Contractor's Representative

The Contractor's Representative for the Contract is: to be specified in the resulting contract

Name:
Title:
Organization:
Directorate:
Address:

Telephone:
Facsimile:

#### 7.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a <u>Public Service Superannuation Act</u> (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with <u>Contracting Policy Notice</u>: 2019-01 of the Treasury Board Secretariat of Canada.

## 7.7 Payment

E-mail address:

## 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 a limitation of expenditure of \$\_\_\_\_\_\_. Customs duties are included and Applicable Taxes are extra.

## 7.7.2 Limitation of Expenditure

- 2. 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.

3. 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 Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

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

## 7.7.4 Invoicing Instructions

- 1. The Contractor must submit invoices in accordance with the information required in the General Conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
- 2. The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision.
- 3. By submitting invoices the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.
- 4. The Contractor must send the invoice to <a href="weight: vendors-fournisseurs@cbsa-asfc.gc.ca">weight: vendors-fournisseurs@cbsa-asfc.gc.ca</a> for payment. This email address is to be used only for submitting invoices and for payment status inquiries)

#### 7.8 Certifications and Additional Information

# 7.8.1 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.

# 7.9 Applicable Laws

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

# 7.10 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) 2010B (2022-12-01) General conditions: Professional services (medium complexity);
- (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 \_\_\_\_\_, (insert at the time of contract award).

# 7.11 Foreign Nationals (Canadian Contractor)

The Contractor must comply with Canadian immigration requirements applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Service Canada regional office to enquire about Citizenship and Immigration Canada's

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requirements to issue a temporary work permit to a foreign national. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

#### 7.12 Insurance

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

# 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>".

#### 7.14 Government Site Regulations

The Contractor must comply with all regulations, instructions and directives in force on the site where the Work is performed.

#### ANNEX "A"

#### STATEMENT OF WORK

## 1. TITLE

Provision of Professional stunt-actors and/or certified instructor's in use of force scenario based training (SBT) for Canada Border Services Agency (CBSA).

#### 2. OBJECTIVE

The objective is provide professional stunt-actors and/or certified use of force instructor's to play the role of subjects in CBSA training facility scenarios in Rigaud, Quebec. The professional stunt-actors and/or certified use of force instructor's are to participate in use of force scenarios involving Border Services Officers (BSOs) and recruits.

#### 3. SCOPE

CBSA offers a training program for new border services officers at the main campus in Rigaud, Quebec. In order to assess the use of force component of their work, CBSA will require the services of 4 to 12 stunt-actors and/or certified use of force instructor per day to take part in SBT's.

#### 4. TASKS

#### The contractor must:

- 4.1. Participate in an inaugural meeting in person with the Technical Authority (TA) within ten (10) days of contract award, in order to discuss the general requirements and to explain the schedule and sessions:
- 4.2. Participate in a meeting about the work schedule and rules of the main campus in Rigaud. Afterwards, the contractor must explain all the campus rules to the stunt-actors and/or certified use of force instructor's.
- 4.3. Designate a contact person within the stunt-actors and/or certified use of force instructor's on site who will be present during the use of force scenarios. This person will manage any situations that may occur during the day that are beyond our control (i.e. schedules, absences due to illness, replacements, attendance, efficiency and integrity);
- 4.4. Prepare a timesheet report that must be presented at the beginning and end of each work day. This sheet must be given to the course supervisor at end of day.
- 4.5. Prepare and submit a periodic report to the CBSA representative after each evaluation block in order to provide feedback on performances and/or comments and/or recommendations.

## The stunt actor and/or certified use of force instructor's must be able to do the following:

- 4.6. When working during the evaluation blocks with recruits, the stunt-actor and/or certified use of force instructor's will be acting in approximately 10 to 15 scenarios in a 7.5 hour day;
- 4.7. To act out the scenario while taking into account the reactions of the persons being assessed. The stunt-actor and/or certified use of force instructor's must be able to recreate different behaviours while respecting the context established by CBSA instructors. Stunt-actors and/or certified use of force instructor's will be physically restrained using the prescribed control and defence tactics related to the use of force continuum and CBSA policies;

4.8. Adapt and handle unusual oral interactions in both official languages (English and French) in

- 4.8. Adapt and handle unusual oral interactions in both official languages (English and French) in diverse situations (i.e. nervousness while trying to smuggle illicit substances across the border or situations inside a vehicle, at the search counter);
- 4.9. Adapt and handle unusual reactions from candidates;
- 4.10. Will be taken down, handcuffed and searched multiple times per day;
- 4.11. The stunt-actors and/or certified use of force instructor's must read and understand the English and French version of various documents relating to the numerous scenarios and demonstrations;
- 4.12. Take part in a conversation while dealing with realistic problems and adhering to the scenario;
- 4.13. Must use the Berretta PX4 Storm sim-pistol. (Only modified pistol available for use of force scenarios). The stunt-actors and/or certified use of force instructor's must follow The Four Acts of Firearm Safety from the Canadian :

The Four Acts of Firearm Safety from the Canadian:

- Assume every firearm is loaded.
- Control the muzzle direction at all times.
- Trigger finger must be kept off the trigger and out of the trigger guard.
- See that the firearm is unloaded. Prove it safe. Point the firearm in the safest available direction.
   Remove all ammunition. Observe the chamber. Verify the feeding path. Examine the bore each time you pick up a firearm.
- 4.14. Must adhere to safety protocol in place at all times. These protocols will be explained and a paper copy will be given. They are also posted on the walls of the cleansing rooms of our training facilities.
- 4.15. The supplier shall ensure that other resources have successfully completed the course (CCSMAFAR) prior to offering their services under this contract.

#### 5. WORK ENVIRONMENT

In the course of implementing training scenarios, stunt-actors and/or certified use of force instructor's will participate in defensive control exercises that could include being restrained using handcuffs, physical compliance techniques and other such defensive tactics in a standing or sitting position. As this is a training environment, there is a risk that the stunt actors and/or certified use of force instructor's may be inadvertently hit by trainees or training tools in the course of practice.

The stunt-actors and/or certified use of force instructor's may work in diverse environments, that is, outside and inside (scenario room, gymnasium, vehicle bay etc.).

Some activities might be outside, the stunt-actors and/or certified use of force instructor's should take into consideration the weather and dress accordingly. The stunt-actors and/or certified use of force instructor's will be dressed in their own clothing (long sleeve shirt, long pants) during scenarios and must wear a neck guard, growing protection and protective helmet. All other safety equipment must be provided by the supplier or themselves (gloves, forearm pads, knee shin guards etc.).

It is important to note that the safety equipment must not hamper the techniques during the scenarios.

#### 6. CONSTRAINTS

The stunt-actors and/or certified use of force instructor's, along with their clothes, will be verified to comply with the safety and security scenario. Personal safety verification will consist to the top layer of

clothing when in scenario. These verifications are part of the cleansing mechanism to adhere to the safety protocols to ensure that no live rounds, no live intervention weapons, no oleoresin capsicum and no knives are brought inside the training premises.

CBSA will not be responsible in any case for the stunt-actors and/or certified use of force instructor's clothing. Clothing requirements are explained in the safety protocols. A professional detachment must be kept between recruits/participants at all times, meaning the stunt-actors and/or certified use of force instructor's will have no personal contact with the recruits or CBSA employees outside the scenarios in order to keep it at a professional level only.

#### 7. CLIENT SUPPORT

- 7.1. As needed, the contractor will attend an information session provided by The Training Integrity & Quality Assurance team (CBSA instructors) during which they will be presented various behaviours which can be acted in a scenario such as:
  - Cooperative;
  - II. Passive resistant;
  - III. Active resistant;
  - IV. Assaultive:
  - V. Grievous bodily harm or death (including simunition firearms);
  - VI. In a vehicle bay, on mats, in a room as well as outside. A draft schedule will be provided at least 4 weeks before the first day of simulations for each
- 7.2. A draft schedule will be provided at least 4 weeks before the first day of simulations for each session. All changes to this schedule will be confirmed at least 2 weeks before the start of the simulations.
- 7.3. There may be fewer or more scenario days. CBSA reserves the right to cancel scenarios or increase scenario time, especially on the final day. Should something happen, such as a fire alarm or other emergencies.
- 7.4. The stunt-actors and/or certified use of force instructor's will be trained on all CBSA specific procedures and the training environment prior to their first assignment. They will be trained by our permanent instructors regarding all the techniques used by CBSA officers. The training will be delivered to a maximum of 12 stunt-actors and/or certified use of force instructor's according to our availability. The stunt-actors and/or certified use of force instructor's added during the contract will be trained at the supplier's cost. The first training sessions will be 22.5 hours (3 days of 7.5 hours). Yearly training might be required for some stunt-actors and/or certified use of force instructor's up to a maximum of 22.5 hours at the supplier's cost.
- 7.5. CBSA shall provide all the scenario material. The safety equipment (helmet, neck guard and groin protectors) will be provided by CBSA and must be worn by stunt-actors and/or certified use of force instructor's during scenarios.
- 7.6. At the end of the work day, CBSA instructors will complete a feedback sheet for each stunt-actor and/or certified use of force instructor's with whom they worked during the day. This information will be filed at the CBSA facilities and used to provide feedback to the contractor if needs be.
- 7.7. When required, immediate feedback after a scenario or near the end of the work day can be given by the instructor or supervisor. They must take the necessary measures to ensure that the contract continues according to the requirements.

## 8. SECURITY REQUIREMENT

Every day the stunt-actors and/or certified use of force instructor's must report to the designated security counter at the main campus in Rigaud to obtain an identity card. The stunt-actors and/or certified use of force instructor's might be accompanied by one or more CBSA employees and must wear their identity card on campus at all times and return the cards to the counter at the end of each day. All stunt-actors and/or certified use of force instructor's must follow the rules of the main campus in Rigaud.

#### 9. ATTENDANCE AND REPLACEMENT OF A RESOURCE

Stunt-actors and/or certified use of force instructor's must arrive at the hangar prior the beginning of the activity. CBSA will not tolerate any late arrivals, absences or early departures on the part of the stunt-actors and/or certified use of force instructor's. In case of an absence or unforeseen circumstances, the contractor must be able to replace a stunt-actor and/or certified use of force instructor's within a maximum of 2 hours.

The contractor must ensure that a resource person (supervisor/coordinator) is on site for the entire work day.

If the stunt-actor and/or certified use of force instructor's does not meet the standards expected by CBSA, we reserve the right to ask the supplier to replace that resource for the duration of the contract.

#### 10. DELIVERABLES

All stunt-actors and/or certified use of force instructor's must sign a timesheet, provided by the contractor, at the beginning and end of each work day, and this sheet must be returned to the course supervisor at end of day.

The contractor will submit a periodic report to the CBSA representative after each evaluation block to provide feedback on performances and/or comments and/or recommendations.

#### 11. FORMAT OF DELIVERABLES

The CBSA representative will identify the format in which the deliverables must be submitted.

The contractor may be required to present the deliverables in the following formats:

- Electronic copy (MS Office, PDF etc.)
- Hard copy

## 12. WORK LOCATION

All work will be carried out at the CBSA campus in Rigaud located at:

Collège de Rigaud 475 Chemin Grande Ligne Rigaud, Quebec, J0P 1P0

#### 13. TRAVEL

No travel will be reimbursed.

#### 14. LANGUAGE OF WORK

All work will be carried out in both official languages (English and French). Consequently, every resource must be fully bilingual.

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# 15. HOURS OF WORK

Work days are regularly from Monday to Friday, but can sometimes include Saturday, Sundays and statutory holidays. Daily hours are considered to be between 8:00 and 16:00. The day will include 1 unpaid half hour (30 min) for lunch where they are not required to stay on-site. A stunt-actor and/or certified use of force instructor's can be contracted for a minimum of 3.5 hours.

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# Appendix A-1 EXAMPLE OF SCHEDULE

**Initial Training** 

| Appendix A-2 Example of initial training (three days training) |          |                |                |  |                |  |
|--|----------|----------------|----------------|--|----------------|--|
| Description for initial schedule                               | Location | Schedule       | Total<br>hours | Stunt-actors and/or certified use of force instructor's (estimation) | Total<br>Hours |  |
| Day 1<br>Initial training (first intake, one<br>time only)     | Hangar   | 08:00 to 16:00 | 7.5            | 12*  | 90             |  |
| Day 2<br>Initial training (first intake, one<br>time only)     | Hangar   | 08:00 to 16:00 | 7.5            | 12*  | 90             |  |
| Day 3<br>Initial training (first intake, one<br>time only)     | Hangar   | 08:00 to 16:00 | 7.5            | 12*  | 90             |  |
| Total  |          |                |                |  | 270            |  |

<sup>\*</sup>Initial training will be provided by the Canadian Border Services Agency to a number of twelve (12) stuntactor and/or certified use of force instructor's. The additional resources will be trained at the expense of the supplier by Canada Border Services Agency.

We have 8 session of 7 days (estimation) that are scheduled per year as the example.

| Appendix A-2 Example of schedule for intake             |          |                |                |  |                |
|---|----------|----------------|----------------|--|----------------|
| Description for the intake (around 8 intakes per years) | Location | Schedule       | Total<br>hours | Stunt-actors and/or certified use of force instructor's (estimation) | Total<br>Hours |
| DAY 1<br>Foundation scenario 1                          | Hangar   | 08:00 to 16:00 | 7.5            | 6*   | 45             |
| DAY 2<br>Foundation scenario 2                          | Hangar   | 08:00 to 16:00 | 7.5            | 6*   | 45             |
| DAY 3<br>Practice scenario 1                            | Hangar   | 08:00 to 16:00 | 7.5            | 10**   | 75             |
| DAY 4<br>Practice scenario 2                            | Hangar   | 08:00 to 16:00 | 7.5            | 10**   | 75             |
| DAY 5 Evaluation scenario 1                             | Hangar   | 08:00 to 16:00 | 7.5            | 10**   | 75             |
| DAY 6<br>Evaluation scenario 2                          | Hangar   | 08:00 to 16:00 | 7.5            | 10**   | 75             |
| DAY 7<br>Evaluation scenario 3-5                        | Hangar   | 08:00 to 16:00 | 7.5            | 8***   | 60             |
| Total   |          |                |                |  | 450            |
| Grand total for 8 sessions of 7 days                    |          |                |                |  | 3600           |

<sup>\*6</sup> stunt-actors, or certified use of force instructor's up to possibly 8

<sup>\*\*10</sup> stunt-actors, or certified use of force instructor's up to possibly 12

<sup>\*\*\*8</sup> stunt-actors, or certified use of force instructor's up to possibly 10

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#### ANNEX "B"

#### **BASIS OF PAYMENT**

Prices must only appear in the Financial Bid and no other part of the bid. Bidders are required to submit their Financial Proposal in accordance with the tables below.

\*\* The number of hours is an estimation and for the purposes of evaluation only.

**Please note the following:** Definition of a Day/Proration: A day is defined as 7.5 hours exclusive of meal and health breaks. Payment will be for days actually worked with no provision for annual leave, statutory holidays and sick leave. Time worked ("Days\_worked", in the formula below) which is less than a day will be prorated to reflect actual time worked in accordance with the following formula:

$$Days\_worked = \frac{Hours\_Worked}{7.5\_hours\_per\_day}$$

\* **Hourly rate** are firm and all-inclusive of overhead, profit and expenses such as travel and time to the CBSA Main Campus (Rigaud).

Under any resulting contract, Canada will not accept travel and living expenses that may need to be incurred by the Contractor for any relocation of resources required to satisfy its contractual obligations.

The Bidder must complete the following tables and supply the firm hourly rate in Canadian dollars that it considers necessary to meet the requirements of the contract. Customs duties are included and Applicable Taxes (GST/QST) are extra.

Initial period of Contract (March 1st, 2023 to February 28, 2025)

Initial Training

| Resource Category  | Estimated level of effort<br>(Initial training of 22.5<br>hours x 12 resources)<br>A | Firm Hourly<br>Rate<br>B | Total in CDN \$ for<br>the Contract Period<br>C (A x B) |  |
|--|--|--------------------------|---|--|
| 12 stunt-actors<br>and/or certified use<br>of force instructor's | 270 HRS  |                          |   |  |
| ESTIMATED TOTAL:   |  |                          |   |  |

16 sessions over a 2 year period (March 1st, 2023 to February 28, 2025)

| Resource Category                                       | Estimated level of effort<br>(16 sessions per 2 years)<br>A | Firm Hourly<br>Rate<br>B | Total in CDN \$ for<br>the Contract Period<br>C (A x B) |  |
|---|---|--------------------------|---|--|
| Stunt-actors and/or certified use of force instructor's | 7200 HRS  |                          |   |  |
| ESTIMATED TOTAL:  |   |                          |   |  |

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| Period of optional year 1 (March 1 | st, 2025 to February | <b>y 28, 2026)</b> |
|------------------------------------|----------------------|--------------------|
|------------------------------------|----------------------|--------------------|

| Resource Category                                       | Estimated level of effort (Intake x 8 blocks per year)  A | Firm Hourly<br>Rate<br>B | Total in CDN \$ for<br>the Contract Period<br>C (A x B) |
|---|---|--------------------------|---|
| Stunt-actors and/or certified use of force instructor's | 3600 HRS  |                          |   |
|   |   |                          |   |

Period of optional year 2 (March 1st, 2026 to February 28, 2027)

| Resource Category                                       | Estimated level of effort (Intake x 8 blocks per year) A | Firm Hourly<br>Rate<br>B | Total in CDN \$ for<br>the Contract Period<br>C (A x B) |
|---|--|--------------------------|---|
| Stunt-actors and/or certified use of force instructor's | 3600 HRS   |                          |   |
|   |  |                          |   |

Period of optional year 3 (March 1st, 2027 to February 29, 2028)

| Resource Category                                       | Estimated level of effort (Intake x 8 blocks per year) | Firm Hourly<br>Rate<br>B | Total in CDN \$ for<br>the Contract Period<br>C (A x B) |
|---|--|--------------------------|---|
| Stunt-actors and/or certified use of force instructor's | 3600 HRS   |                          | · (N. N. D.)  |
|   | ES   | TIMATED TOTAL:           |   |

Period of optional year 4 (March 1st, 2028 to February 28, 2029)

| Resource Category                                       | Estimated level of effort (Intake x 8 blocks per year) A | Firm Hourly<br>Rate<br>B | Total in CDN \$ for<br>the Contract Period<br>C (A x B) |  |  |  |  |  |
|---|--|--------------------------|---|--|--|--|--|--|
| Stunt-actors and/or certified use of force instructor's | 3600 HRS   |                          |   |  |  |  |  |  |
| ESTIMATED TOTAL:  |  |                          |   |  |  |  |  |  |

Amd. No. - N° de la modif.

File No. - N° du dossier 1000411204A Buyer ID - Id de l'acheteur DFZ109 CCC No./N° CCC - FMS No./N° VME

# ANNEX "C"

# SECURITY REQUIREMENTS CHECK LIST

|   |                         |  |   | _                           |  |                      |  |  |  |  |  |
|---|-------------------------|--|---|-----------------------------|--|----------------------|--|--|--|--|--|
|   |                         | Clear Data - Effacer   | les données   |                             |  |                      |  |  |  |  |  |
|   | iouvernemen<br>u Canada | nt   |   | Con                         | tract Number / Numéro du con<br>PR61887                                  | trat                 |  |  |  |  |  |
| English Instructions  |                         | Instructions français  | tions français Security Classification / Classification de sécurité |                             |  |                      |  |  |  |  |  |
|   | unclassified            |  |   |                             |  |                      |  |  |  |  |  |
|   | LISTE D                 | SECURITY REQUES EXECUTION DES EX                                       | JIREMENTS CHI<br>KIGENCES REL                                       | ECK LIST (SI<br>ATIVES À LA | RCL)<br>. SECURITÉ (LVERS)   |                      |  |  |  |  |  |
| PART A - CONTRACT INF<br>1. Originating Government  |                         | / PARTIE A - INFORMATIO  | N CONTRACTUEL   |                             | nch or Directorate / Direction ge  | onorale ou Direction |  |  |  |  |  |
| Ministère ou organisme<br>ASFC /CBSA  | urces Humaines          | allerate ou blieddon   |   |                             |  |                      |  |  |  |  |  |
| 3. a) Subcontract Number  | / Numéro du             | u contrat de sous-traitance  | 3. b) Name and A  | Address of Subo             | contractor / Nom et adresse du   | sous-traitant        |  |  |  |  |  |
|   |                         |  |   |                             |  |                      |  |  |  |  |  |
| 4. Brief Description of Work  | c - Brève des           | scription du travail   |   |                             |  |                      |  |  |  |  |  |
| ASTG  |                         |  |   |                             |  |                      |  |  |  |  |  |
| 5. a) Will the supplier requ  | ire access to           | Controlled Goods?  |   |                             |  | □ No □ Yes           |  |  |  |  |  |
|   |                         | es marchandises contrôlées?<br>o unclassified military technica        | data cubicat to th  | o provisions of             | the Technical Data Control   | No Yes               |  |  |  |  |  |
| Regulations?  | -il accès à de          | es données techniques militai  |   | •                           |  | No Yes<br>Non Oui    |  |  |  |  |  |
|   |                         | - Indiquer le type d'accès req   | uis   |                             |  |                      |  |  |  |  |  |
| 8. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets?  Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTEGES et/ou CLASSIFIÉS?  No Oui (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau oui se trouve à la guestion 7. c)  |                         |  |   |                             |  |                      |  |  |  |  |  |
| (recuser invead or duces en utilisant le tableau durs se trouve à la quession ? . c)  8. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas?  No access to PROTECTED and/or CLASSIFIED information or assets is permitted.  Le fournisseur et ses employes (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes?  L'accès à des renseignements ou à des biens PROTEGES et/ou CLASSIFIES n'est pas autorisé. |                         |  |   |                             |  |                      |  |  |  |  |  |
|   |                         | livery requirement with <b>no</b> ov<br>rie ou de livraison commercial |   |                             |  | No Yes               |  |  |  |  |  |
| _   |                         |  |   |                             | rmation auquel le fournisseur  |                      |  |  |  |  |  |
| Canada  | ~                       |  | O / OTAN  |                             | Foreign / Étranger   |                      |  |  |  |  |  |
| 7. b) Release restrictions /  | Restrictions            |  |   |                             |  |                      |  |  |  |  |  |
| No release restrictions<br>Aucune restriction relative<br>à la diffusion  | ~                       | All NATO count<br>Tous les pays d                                      | ies<br>e l'OTAN   |                             | No release restrictions<br>Aucune restriction relative<br>à la diffusion |                      |  |  |  |  |  |
| Not releasable<br>Å ne pas diffuser   |                         |  |   |                             |  |                      |  |  |  |  |  |
| Restricted to: / Limité à :   |                         | Restricted to: / L   | imité à :   |                             | Restricted to: / Limité à :  |                      |  |  |  |  |  |
| Specify country(ies): / Préci   | iser le(s) pay          | ys: Specify country  | ies): / Préciser le(s   | ) pays :                    | Specify country(ies): / Précis   | ser le(s) pays :     |  |  |  |  |  |
|   |                         |  |   |                             |  |                      |  |  |  |  |  |
| 7. c) Level of information /  | Niveau d'inf            | formation  |   |                             |  |                      |  |  |  |  |  |
| PROTECTED A<br>PROTEGÉ A  | <b>✓</b>                | NATO UNCLAS<br>NATO NON CL   | SIFIED<br>ASSIFIÉ   |                             | PROTECTED A<br>PROTEGÉ A   |                      |  |  |  |  |  |
| PROTECTED B<br>PROTEGE B  | <b>✓</b>                | NATO RESTRIC<br>NATO DIFFUSI   | CTED<br>ON RESTREINTE   |                             | PROTECTED B<br>PROTEGE B   |                      |  |  |  |  |  |
| PROTECTED C<br>PROTEGE C  |                         | NATO CONFID<br>NATO CONFID   | NTIAL<br>NTIEL  |                             | PROTECTED C<br>PROTEGE C   |                      |  |  |  |  |  |
| CONFIDENTIAL<br>CONFIDENTIEL  |                         | NATO SECRET<br>NATO SECRET   |   |                             | CONFIDENTIAL<br>CONFIDENTIEL   |                      |  |  |  |  |  |
| SECRET<br>SECRET  |                         | COSMIC TOP S<br>COSMIC TRES  | ECRET<br>SECRET   |                             | SECRET<br>SECRET   |                      |  |  |  |  |  |
| TOP SECRET<br>TRÈS SECRET   |                         |  |   | _                           | TOP SECRET<br>TRÈS SECRET  |                      |  |  |  |  |  |

TBS/SCT 350-103 (2004/12)

TOP SECRET (SIGINT) TRES SECRET (SIGINT)

> Security Classification / Classification de sécurité unclassified

TOP SECRET (SIGINT) TRES SECRET (SIGINT)

Canadä'

Solicitation No. - N $^\circ$  de l'invitation 1000411204A Client Ref. No. - N $^\circ$  de réf. du client PR61887 Amd. No. - N° de la modif.

File No. - N° du dossier 1000411204A Buyer ID - Id de l'acheteur DFZ109 CCC No./N° CCC - FMS No./N° VME

Government Gouvernement of Canada du Canada

Contract Number / Numéro du contrat PR61887 Security Classification / Classification de sécurité unclassified

| CLASSIFIED information or data? Le fournisseur sera-t-il tenu d'utiliser des renseignements ou des données  11. e) Will there be an electronic link betwee   | en the supplier's IT systems and t |  | gence No Yes<br>Non Oui        |  |  |  |  |  |  |
|--|------------------------------------|--|--------------------------------|--|--|--|--|--|--|
| CLASSIFIED information or data?<br>Le fournisseur sera-t-il tenu d'utiliser:   | PROTEGES et/ou CLASSIFIES:         | ?  |                                |  |  |  |  |  |  |
| INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)  11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?  Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTEGÉS et/ou CLASSIFIÉS? |                                    |  |                                |  |  |  |  |  |  |
| PRODUCTION  11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?  Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matérial PROTÈGE et/ou CLASSIFIÉ?  |                                    |  |                                |  |  |  |  |  |  |
| 11. b) Will the supplier be required to safeguard COMSEC information or assets?  Le fournisseur sera-t-il tenu de proteger des renseignements ou des biens COMSEC?  No Non   |                                    |  |                                |  |  |  |  |  |  |
| INFORMATION / ASSETS / RENSEIGNE  11. a) Will the supplier be required to receiv premises? Le forumisseur sera-t-il tenu de recew CLASSIFIÈS?  | ve and store PROTECTED and/or      | CLASSIFIED information or assets on its<br>enseignements ou des biens PROTÉGÉS | Non Oui                        |  |  |  |  |  |  |
| PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)  |                                    |  |                                |  |  |  |  |  |  |
| If Yes, will unscreened personnel be<br>Dans l'affirmative, le personnel en qu   | No Yes Oui                         |  |                                |  |  |  |  |  |  |
| 10. b) May unscreened personnel be used f<br>Du personnel sans autorisation sécur  | No Yes<br>Non Oui                  |  |                                |  |  |  |  |  |  |
| NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.  REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.   |                                    |  |                                |  |  |  |  |  |  |
| Special comments:<br>Commentaires spéciaux :   |                                    |  |                                |  |  |  |  |  |  |
| TRÉS SECRET - SIGINT  SITE ACCESS ACCÉS AUX EMPLACEMENTS   | NATO CONFIDENTIEL                  | LLI NATO SECRET  | COSMIC TRÊS SECRET             |  |  |  |  |  |  |
| COTE DE FIABILITÉ  TOP SECRET - SIGINT   | CONFIDENTIEL  NATO CONFIDENTIAL    | SECRET NATO SECRET   | TRÊS SECRET  COSMIC TOP SECRET |  |  |  |  |  |  |
| PART B - PERSONNEL (SUPPLIER) / PA<br>10. a) Personnel security screening level re<br>RELIABILITY STATUS   |                                    |  | TOP SECRET                     |  |  |  |  |  |  |
| Document Number / Numéro du docume   |                                    |  |                                |  |  |  |  |  |  |
| Short Title(s) of material / Titre(s) abrégé(s) du matériel :  |                                    |  |                                |  |  |  |  |  |  |
| <ol> <li>Will the supplier require access to extrer<br/>Le fournisseur aura-t-il accès à des rens</li> </ol>   | No Yes<br>Non Oui                  |  |                                |  |  |  |  |  |  |
| Dans raminiauve, muiquer le niveau de  | seignements ou à des biens COM     | MSEC information or assets?<br>SEC désignés PROTÉGÉS et/ou CLASS               | IFIÉS? No Ves<br>Non Oui       |  |  |  |  |  |  |
| Will the supplier require access to PROT<br>Le fournisseur aura-t-il accès à des rens<br>If Yes, indicate the level of sensitivity:<br>Dans l'affirmative, indiquer le niveau de   |                                    |  |                                |  |  |  |  |  |  |

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Security Classification / Classification de sécurité unclassified

| DADT C (continued) (  | ADT  | III C | (it | -1                           |          |                                 |   |  |                |   |                        |       |                              |        |                                 |
|---|--|-------|-----|------------------------------|----------|---------------------------------|---|--|----------------|---|------------------------|-------|------------------------------|--------|---------------------------------|
| PARTIC (continued) / PARTIEC (suite) For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises. Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.  For users completing the form online (via the Intenet), the summary chart is automatically populated by your responses to previous questions.                     |  |       |     |                              |          |                                 |   |  |                |   |                        |       |                              |        |                                 |
| Dans le cas des utili   | Por users completing the form online (via the interiet), 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 récapitulaif.  SUMMARY CHART / TABLEAU RÉCAPITULATIF |       |     |                              |          |                                 |   |  |                |   |                        |       |                              |        |                                 |
| Category<br>Catégorie   | PROTECTED CLASSIFIED PROTÈGÉ CLASSIFIÉ   |       |     | NATO                         |          |                                 | COMSEC  |  |                |   |                        |       |                              |        |                                 |
|   | A  | В     | С   | Confidential<br>Confidential | Secret   | Top<br>Secret<br>Très<br>Secret | NATO<br>Restricted<br>NATO<br>Diffusion<br>Restreinte | NATO<br>Confidential<br>NATO<br>Confidentiel | NATO<br>Secret | COSMIC<br>Top<br>Secret<br>COSMIC<br>Très<br>Secret | Protec<br>Prote<br>A B |       | Confidential<br>Confidential | Secret | Top<br>Secret<br>Très<br>Secret |
| Information / Assets<br>Renseignements / Biens  |  |       |     |                              |          |                                 |   |  |                |   |                        |       |                              |        |                                 |
| Production  |  |       |     |                              |          |                                 |   |  |                |   |                        |       |                              |        |                                 |
| IT Media<br>Support TI  |  |       |     |                              |          |                                 |   |  |                |   |                        |       |                              |        |                                 |
| IT Link<br>Lien électronique  |  |       |     |                              |          |                                 |   |  |                |   |                        |       |                              |        |                                 |
| 12. a) Is the description of the work contained within this SRCL PROTECTED and/or, CLASSIFIED?  La description du travail visé par la présente LVERS est-elle de nature PROTEGE et/ou CLASSIFIÉE?  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.   |  |       |     |                              |          |                                 |   |  |                |   |                        |       |                              |        |                                 |
| 12. b) Will the document attached to this SRCL be PROTECTED and/or CLASSIFIED?  La documentation associée à la présente LVERS sera-t-elle PROTEGEE et/ou CLASSIFIÉE?  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 indiquent le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes). |  |       |     |                              |          |                                 |   |  |                |   |                        |       |                              |        |                                 |
| de sécurité » au  | haut   | et au | bas | du formulai                  | e et ind | iquer qu                        | 'il y a des p   | ièces jointe                                 | s (p. ex.      | SECRET  | avec de                | s piè | ces jointes).                |        |                                 |

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