



<p>RETURN BID TO/ RETOURNER LES SOUMISSIONS À : receptionsoumission-bidsreceiving.spp@international.gc.ca</p> <p>Department of Foreign Affairs, Trade and Development (DFATD) Ministère des Affaires étrangères, commerce et développement (MAECD)</p> <p>Request for Proposal Demande de proposition proposal to: Department of Foreign Affairs Trade and Development.</p> <p>We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached here to, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.</p> <p>Proposition à: Ministère des Affaires Étrangères, commerce et développement Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux appendices ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).</p> <p>Comments — Commentaires:</p> <p>THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT — LE PRÉSENT DOCUMENT COMPORTE UNE EXIGENCE EN MATIÈRE DE SÉCURITÉ</p> <p>Issuing Office – Bureau de distribution Foreign Affairs, Trade and Development / Affaires étrangères, commerce et développement It Contracting Services Unit / Unité des services de contrats TI 200 Promenade du Portage, Gatineau, QC</p>	<p>Title — Sujet: Risk Management Specialist</p>		
	<p>Requirement : Independent Provider - Security Risk Management (SRM)</p>		
	<table border="1"> <tr> <td>Solicitation No. — N° de l'invitation 23-225879A</td> <td>Date: April 20, 2023</td> </tr> </table>	Solicitation No. — N° de l'invitation 23-225879A	Date: April 20, 2023
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	<p>Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other — Autre: <input type="checkbox"/></p>		
	<p>Address Enquiries to — Addresser toutes questions à:</p> <p>Name : Arif Hussain E-Mail : Arif.Hussain@international.gc.ca</p>		
	<p>Telephone No. – No de téléphone: 613-204-1833</p>		
	<p>Destination of Goods and or Services/Destination – des biens et ou services:</p> <p>Department of Foreign Affairs, Trade and Development (DFATD)/Ministère des Affaires étrangères, commerce et développement (MAECD)</p>		
<p>Vendor/Firm Name and Address — Raison sociale et adresse du fournisseur/de l'entrepreneur:</p>			
<p>Telephone No. – No de téléphone:</p>			
<p>Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) — Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</p>			
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PART 1 – GENERAL INFORMATION

1.1 Security requirements Introduction

1. Prior to award of a contract, the following conditions must be met:
 - (a) the bidder must have a valid agency security clearance as specified in Part 6 - Resulting Contract Clauses;
2. Before the Bidder is given access to sensitive information, the following conditions must be met:
 - (a) the Bidder's proposed individuals requiring access to sensitive information, assets, or restricted work sites must meet the security requirements specified in Part 6 - Resulting Contract Clauses;
 - (b) the Bidder's security capabilities must be met as specified in Part 6, Resulting Contract Clauses.
3. For more information on security requirements, bidders should consult the Public Works and Government Services Canada Contract Security Program website (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-fra.html>).

1.2 Statement of Work

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

1.3 Comprehensive Land Claims Agreements (CLCAs)

This procurement is not subject to the Comprehensive Land Claims Agreement(s).

1.4 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 [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

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

The 2003 (2022-03-29) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of [2003](#), 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 the Department of Foreign Affairs, Trade and Development (DFATD) by email to receptionsoumission-bidsreceiving.spp@international.gc.ca by the date and time indicated on page 1 of the bid solicitation:

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

2.3 Former Public Servant – Competitive Bid

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to 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 [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 Policy Notice: 2019-01](#) 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.

2.4 Inquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than three (3) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

2.5 Applicable Laws

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

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the bidders.

2.6 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 [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" 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 the Bidder submits its bid in accordance with section 08 of the [2003](#) standard instructions.

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

- Section I: Technical Bid (one (1) electronic copy via email)
- Section II: Financial Bid (one (1) electronic copy via email)
- Section III: Certifications (one (1) electronic copy via email)
- Section IV: Additional Information (one (1) electronic copy via email)

Bids are to be submitted to receptionsoumission-bidsreceiving.spp@international.gc.ca by the date and time as indicated on Page 1.

Due to the nature of the bid solicitation, bids transmitted by epost Connect service and by facsimile will not be accepted.

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

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.

Section II: Financial Bid

- A.** Bidders must submit their financial bid in Canadian funds and in accordance with the pricing schedule detailed in Attachment 1 to Part 3.
- B.** Bidders must submit their price FOB destination; Canadian customs duties and excise taxes included, as applicable; and Applicable Taxes excluded.
- C.** When preparing their financial bid, Bidders should review clause 4.1.3, Financial Evaluation, of Part 4 of the bid solicitation; and article 7.6, Payment, of Part 7 of the bid solicitation.

D. Price Breakdown

- 1. Estimated Cost of Professional Fees

1.1 For each labour category, bidders must provide the all-inclusive, fixed daily rate.

Applicable Taxes



The price breakdown must not include the Applicable Taxes.

E. Electronic Payment of Invoices - Bid

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

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

- Direct Deposit

Section III: Certifications

In Section III of their bid, bidders should provide the certifications required under Part 5 and, as applicable, any associated additional information.

Section IV: Additional Information

In Section IV of their bid, bidders should provide:

1. their legal name;
2. their Procurement Business Number (PBN);
3. the name of the contact person (provide also this person's mailing address, phone and facsimile numbers and email address) authorized by the Bidder to enter into communications with Canada with regards to their bid, and any contract that may result from their bid;
4. 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;
5. 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:
 - 1) the name of the individual;
 - 2) the date of birth of the individual; and
 - 3) if available, information confirming the individual meets the security requirement as indicated in Part 7 - Resulting Contract Clauses;



ATTACHMENT 1 TO PART 3, PRICING SCHEDULE

The Bidder should complete this pricing schedule and include it in its financial bid once completed. As a minimum, the Bidder must respond to this pricing schedule by including in its financial bid for each of the periods specified below its quoted all inclusive fixed daily rate (in Can \$) for each of the resource categories identified.

The volumetric data included in this pricing schedule 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.

The rates included in this pricing schedule includes the total estimated cost of any travel and living expenses that may need to be incurred inside the National Capital Region (NCR) defined in the National Capital Act (R.S.C., 1985, c. N-4), available on the Justice Website (<http://laws-lois.justice.gc.ca/eng/acts/N-4/page-9.html#docCont>).

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.

			Initial Contract Period Contract award to March 31, 2024		
(A)	(B)	(C)	(D)	(E)	(F)
Category	Level	Name of Proposed Resource	Number of Days	All-Inclusive fixed per diem rate	Total cost [D x E]
Risk Management Specialist	Senior	TBA	Up to 90	\$	\$
Total Estimated Cost of the initial contract period (excluding applicable taxes)					

			Option 1 Period April 1, 2024 to March 31, 2025		
(A)	(B)	(C)	(D)	(E)	(F)
Category	Level	Name of Proposed Resource	Number of Days	All-Inclusive fixed per diem rate	Total cost [D x E]
Risk Management Specialist	Senior	TBA	Up to 30	\$	\$
Total Estimated Cost of the Option 1 Contract Period (excluding applicable taxes)					



			Option 2 Period April 1, 2025 to March 31, 2026		
(A) Category	(B) Level	(C) Name of Proposed Resource	(D) Number of Days	(E) All-Inclusive fixed per diem rate	(F) Total cost [D x E]
Risk Management Specialist	Senior	TBA	Up to 30	\$	\$
Total Estimated Cost of the Option 2 Contract Period (excluding applicable taxes)					

			Option 3 Period April 1, 2026 to March 31, 2027		
(A) Category	(B) Level	(C) Name of Proposed Resource	(D) Number of Days	(E) All-Inclusive fixed per diem rate	(F) Total cost [D x E]
Risk Management Specialist	Senior	TBA	Up to 30	\$	\$
Total Estimated Cost of the Option 3 Contract Period (excluding applicable taxes)					

Bidder's Total Evaluated Price – Sum of costs of the Initial + Option 1 + Option 2 + Option 3 contract periods (excluding taxes):	\$
Applicable taxes:	\$

Definition of a Day/Proration

For the purpose of this Contract, a day is defined as 7.5 hours of work, exclusive of meal breaks. Payment will be made for days actually worked, with no provision for annual leave, statutory holidays and sick leave. If time worked is more or less than a day, the all inclusive fixed daily rate must be prorated to reflect the actual time worked.”)

- i. All proposed personnel must be available to work outside normal office hours during the duration of the Contract.
- ii. No overtime charges will be authorized under the Contract. All time worked will be compensated according to paragraph above.



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 evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

	Mandatory Criteria	Met/not Met	Cross Reference to Proposal
M1	<p>The Bidder must demonstrate, using detailed project summaries, that it has a minimum of ten (10) years of experience providing Security Risk Management (SRM) services throughout the globe.</p> <p>Project summaries MUST include the following:</p> <ul style="list-style-type: none"> - Bidder’s Global Locations with physical addresses and number of employees including capabilities for staffing and providing country- specific security risk management specialists, services and expertise. - Capability to immediately deploy staff with country- specific security risk management specialists, services and expertise in Americas, Sub-Saharan Africa and Asia. - Names of the global clients and scope of SRM services project(s) or programs delivered by the bidder. - Start and end dates of each project. - Bidder’s involvement, activities and the role played in providing the SRM services for each project and the outcome. - Client reference contact information for each project (name of contact, phone number and email address) to validate any information provided. 		
M2	<p>The Bidder must demonstrate, using detailed project summaries, that it has staff that are fluent in the following operating languages - English, French, Spanish and Portuguese.</p>		



	<p>The Bidder must complete and submit the following certification regarding language capacity of proposed resources.</p> <p><u>Language Capacity</u> The Bidder certifies that, should it be authorized to provide services under any contract resulting from this solicitation, it will provide bilingual resources who are capable of delivering required services in English (primary language) as well as in French, Spanish and Portuguese.</p> <p>Signature: Date:</p>		
M3	<p>The Bidder must demonstrate, using detailed project summaries, that it has at least ten (10) years experience working with a wide range of human rights defenders on internationally recognized human rights issues in different country contexts based on the following:</p> <ul style="list-style-type: none"> • Working with clients that have multiple international stakeholders; • Working with clients in a potentially politically unstable context, an emergency response context and/ or conflict affected context; and • Working with clients in developing countries. <p>Project summaries MUST include the following:</p> <ul style="list-style-type: none"> - Client’s name and scope of SRM project(s) or programs; - Location and nature of the client’s SRM project(s) or programs; - Start and end dates of each project; - Proposed resource’s involvement in the project and the outcome; - Role played, activities performed by each proposed resource; and - Client reference contact information (name of contact, phone number and email address) to validate any information provided. 		
M4	<p>The Bidder must demonstrate, using detailed project summaries, that it has a minimum of five (5) years of experience providing each of the following Security Risk Management services for human rights organizations:</p>		



	<ul style="list-style-type: none">• Drafting security risk management policies, frameworks and Standard Operating Procedures;• Country risk analysis; and• Carrying out digital security audits. <p>Project summaries MUST include the following:</p> <ul style="list-style-type: none">- Client's name and scope of SRM project(s) or programs;- Location and nature of the client's SRM project(s) or programs;- Start and end dates of each project;- Proposed resource's involvement in the project and the outcome;- Role played, activities performed by each proposed resource; and- Client reference contact information (name of contact, phone number and email address) to validate any information provided.		
M5	<p>The Bidder must demonstrate, using detailed project summaries, that it has at least two (2) projects, within the last seven (7) years, designing and delivering virtual and in-person training specific to security risk management to international clients.</p> <p>Project summaries MUST include the following:</p> <ul style="list-style-type: none">- Client's name and scope of SRM project(s) or programs;- Location and nature of the client's SRM project(s) or programs;- Start and end dates of each project;- Proposed resource's involvement in the project and the outcome;- Role played, activities performed by each proposed resource; and- Client reference contact information (name of contact, phone number and email address) to validate any information provided.		



4.1.1.2 Point Rated Technical Criteria

	Point-Rated Criteria	Max Points	Cross Reference to Proposal
R1	Further to the number of years of experience in security risk management identified under M1 , additional years of experience will be point-rated. <u>Number of years of experience</u> >11 to 12 years – 10 points >13 to <15 years –15 points 15+ years – 20 points Max. 20 points	/20	
R2	Further to the number of languages identified under M2 , additional language capabilities will be point-rated. 5 points per additional language capability Max. 30 points	/30	
R3	Further to the number of projects identified under M5 , additional projects will be point-rated. <u>Number of projects</u> >3 to 4 projects – 10 points 5+ projects – 20 points Max. 20 points	/20	
		/70	
	Minimum Pass Mark (60%)	42/70	
	Total Points	/70	

4.1.3 Financial Evaluation

4.1.3.1 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 Attachment 1 to Part 3.

4.2 Basis of Selection

4.2.1. Highest Combined Rating of Technical Merit 70% and Price 30%

4.2.1.1 To be declared responsive, a bid must:

- (a) comply with all the requirements of the bid solicitation;
- (b) meet all the mandatory evaluation criteria; and
- (c) obtain the required minimum number of points specified in Attachment 2 to Part 4 for the point rated technical criteria.

4.2.1.2 Bids not meeting 4.2.1.1 (a) or (b) or (c) will be declared non-responsive. Neither the responsive bid obtaining the highest number of points nor the one with the lowest evaluated price will necessarily be accepted.

4.2.1.3 The lowest evaluated price (LP) of all responsive bids will be identified and a pricing score (PS), determined as follows, will be allocated to each responsive bid (i): $PS_i = LP / P_i \times 30\%$. P_i is the evaluated price (P) of each responsive bid (i).



4.2.1.4 A technical merit score (TMS), determined as follows, will be allocated to each responsive bid (i): $TMS_i = OS_i \times 70\%$. OS_i is the overall score (OS) obtained by each responsive bid (i) for all the point rated technical criteria specified in Attachment 1 to Part 4, determined as follows: total number of points obtained / maximum number of points available.

4.2.1.5 The combined rating (CR) of technical merit and price of each responsive bid (i) will be determined as follows: $CR_i = PS_i + TMS_i$.

4.2.1.6 The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract. In the event two or more responsive bids have the same highest combined rating of technical merit and price, the responsive bid that obtained the highest overall score for all the point rated technical criteria detailed in Attachment 1 to Part 4 will be recommended for award of a contract.

4.2.1.7 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.

Basis of Selection - Highest Combined Rating of Technical Merit (70%) and Price (30%)			
Bidder	Bidder 1	Bidder 2	Bidder 3
Overall Score for All the Point Rated Technical Criteria	OS1: 120/135	OS2: 98/135	OS3: 82/135
Bid Evaluated Price	P1: C\$60,000	P2: C\$55,000	LP and P3: C\$50,000
Calculations	Technical Merit Score (OSi x 70)	Pricing Score (LP/Pi x 30)	Combined Rating
Bidder 1	120/135 x 70 = 62.22	50/60 x 30 = 25.00	87.22
Bidder 2	98/135 x 70 = 50.81	50/55 x 30 = 27.27	78.08
Bidder 3	82/135 x 70 = 42.51	50/50 x 30 = 30.00	72.51

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



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.

5.2 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 [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.3 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.

5.4 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<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.

5.5 Federal Contractors Program for Employment Equity - Bid Certification

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

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid List" at the time of contract award.

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

The Bidder must provide the Contracting Authority with a completed Federal Contractors Program for Employment Equity certification before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority before contract award with a completed Federal



Contractors Program for Employment Equity certification for each member of the Joint Venture. Attachment 1 to Part 5, Additional Certifications Precedent to Contract Award, includes a copy of the certification to provide.

5.6 Additional Certifications Required Precedent to Contract Award

5.6.1 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 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.

5.6.2 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.

In case the studies were completed outside of Canada, equivalence granted by an accredited institution for the recognition of Canadian equivalency credential will be accepted. A copy of the degree/diploma and/or certificate cited and used as reference must be included in the bidder's proposal.



PART 6 – SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirement

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

- a. 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;
- c. the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;

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

6.2 Insurance Requirements

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



PART 7 – RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation. *(Delete this sentence at contract award.)*

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 [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

7.2.1 General Conditions

[2035 \(2022-12-01\)](#), General Conditions - Higher Complexity - Services, apply to and form part of the Contract with the following replacements:

Section 08 – Replacement of Specific Individuals, of 2035 (2022-12-01) General Conditions – Higher Complexity – Services is deleted and replaced with the following:

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

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

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



the Contractor from its responsibility to meet the requirements of the Contract.

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

With respect to **Section 30 - Termination for Convenience**, of 2035 (2022-12-01) 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 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)

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

- 1. _____ *(insert name of person)*
- 2. _____ *(insert name of person)*

7.2.4 Non-Disclosure Agreement *(insert at contract award)*

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 Requirement

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



Security requirement for Canadian supplier: Public Works and Government Services Canada (PWGSC) file # Common-professional services security requirement check list #19

1. The contractor/offeror must, at all times during the performance of the contract/standing offer, hold a valid facility security clearance at the level of **secret**, issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC)
2. The contractor/offeror personnel requiring access to **protected/classified** information, assets or sensitive work site(s) must **each** hold a valid personnel security screening at the level of **reliability status or secret** as required, granted or approved by the CSP, PWGSC
3. The contractor/offeror **must not** remove any **protected/classified** information from the identified work site(s), and the contractor/offeror must ensure that its personnel are made aware of and comply with this restriction
4. Subcontracts which contain security requirements are **not** to be awarded without the prior written permission of 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)

7.3.2 The Company Security Officer (CSO) must ensure through the [Contract Security Program](#) that the Contractor and proposed individuals hold a valid security clearance at the required level.

7.4 Term of Contract

7.4.1 Period of the Contract

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

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 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 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.

7.4.3 Termination on Thirty Days Notice

Canada reserves the right to terminate the Contract at any time in whole or in part by giving thirty (30) calendar days written notice to the Contractor.

In the event of such termination, Canada will only pay for costs incurred for services rendered and accepted by Canada up to the date of the termination. Despite any other provision of the Contract, there will be no other costs that will be paid to the Contractor as a result of the termination.

7.4.4 Comprehensive Land Claims Agreements (CLCAs)

The Contract does not include deliveries of services within locations within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirements for deliveries of services within locations within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador that are subject to CLCAs will have to form part of a separate contract.



7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Arif Hussain

Title: Procurement Specialist

Foreign Affairs, Trade and Development

Domestic Procurement (SPP)

Address: 200 Promenade du Portage, Gatineau, QC K1A 0G4

Telephone: 613-204-1833

E-mail address: Arif.Hussain@international.gc.ca

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

7.5.2 Project Authority *(insert at contract award)*

The Project Authority for the Contract is:

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: ____ - ____ - ____

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.

7.5.3 Contractor's Representative *(insert at contract award)*

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: ____ - ____ - ____

E-mail address: _____

7.6 Payment

7.6.1 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.



7.6.2 Limitation of Expenditures

The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work in accordance with the Basis of Payment in Annex B to a limitation of expenditure of \$_____ (*insert the amount at contract award*). Customs duty are included and Applicable Taxes are extra.

7.6.3 Method of Payment

For the Work described in the Statement of Work in Annex A, 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.

7.6.4 Electronic Payment of Invoices - Contract

The Contractor accepts to be paid using any of the following Electronic Payment Instruments:

- Direct Deposit;

7.6.5 Invoicing Instructions

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

Each invoice must specify the following:

- a. Company name, address, etc.;
- b. Client address;
- c. Date of the invoice;
- d. Contract Number;
- e. Description of work completed and level of effort per category
- f. Total dollar amount;

Applicable Taxes must be calculated on the total amount of the invoice. Invoices must be distributed as follows:

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

7.7 Certifications and Additional Information

7.7.1 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.



7.8 Applicable Laws

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

7.9 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 (2022-12-01), General Conditions - Higher Complexity - Services;
- (c) Annex "A", Statement of Work;
- (d) Annex "B", Basis of Payment;
- (e) Annex "C", Security Requirements Check List;
- (f) Annex D, Non-disclosure Agreement; and
- (g) the Contractor's bid dated _____.

7.10 Foreign Nationals

SACC Manual clause A2000C (2006-06-16) Foreign Nationals (Canadian Contractor)

OR

SACC Manual clause A2001C (2006-06-16) Foreign Nationals (Foreign Contractor)

7.11 Insurance Requirements

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

7.12 Proactive Disclosure of Contracts with Former Public Servants

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

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 "[Dispute Resolution](#)".



ANNEX “A” STATEMENT OF WORK

1.0 Project Title – Security Risk Management Services

2.0 Background

The CORE is an independent human rights ombud with a global mandate, who works at arms-length from Global Affairs Canada (GAC).

Order in Council 2019-1323 (the OIC) establishes the CORE’s mandate. Section 4(d) provides that the Ombud may commence a review on her initiative (an Ombud-initiated review or OIR. Section 5 states that in discharging her mandate, the Ombud is guided by the *Guiding Principles on Business and Human Rights* (UNGPs) and the *Guidelines for Multinational Enterprises* (OECD Guidelines).

In March 2021, the CORE launched an online complaint form, which is part of its Human Rights Response Mechanism (HRRM), through which individuals, communities, groups and those that represent them can submit complaints about possible human rights abuses resulting from the overseas operations of Canadian garment, mining and oil/gas companies. In order for the CORE’s HRRM to be effective, those whose human rights may be impacted by Canadian companies need to be aware of:

- The CORE’s mandate
- The CORE’s ability to look into possible human rights abuses and the free access to processes to help complainants to seek remedy
- How to submit a complaint or get in touch with the CORE.

Overseas travel may be undertaken by CORE staff or its consultants in the context of a study, an Ombud-initiated review, a received complaint or for outreach purposes. During these trips, the CORE or its consultants may meet with a wide range of stakeholders, including individuals, and communities negatively impacted by the overseas operations of Canadian garment, mining or oil/gas companies, human rights defenders and other local stakeholders.

3.0 Objectives

The CORE is seeking to engage an independent security risk management provider. The objectives of this support are:

1. To ensure that when the CORE’s staff and consultants engage virtually and in-person with impacted individuals and groups overseas, including Indigenous communities, human rights defenders and other vulnerable groups, these individuals do not encounter additional risks or harm as a result of engaging with the CORE
2. To ensure that when the CORE’s staff and consultants travel overseas, they have the information and skills needed to prevent and manage potential risks to their safety
3. To ensure that the CORE has effective security risk management policies and procedures in place as an institutional level which are well understood by the CORE’s staff and consultants

4.0 Scope of Work: Activities, Deliverables and Milestones

4.1 Activities

Activities will include the following:

- 4.1.1 Draft a security risk management policy for the CORE which concretely defines obligations and commitments to minimizing risk to the CORE’s staff, subject matter experts/consultants (e.g. investigators, mediators, etc) and to individuals and communities who submit complaints to CORE (including in-person and online engagement).
- 4.1.2 Review existing policies and practices regarding the complaint and review processes, and provide advice regarding how current approaches and processes can be strengthened.



- 4.1.3 Undertake, on an ongoing and as needed basis, context-specific risk analysis to inform the CORE's decision-making with respect to specific complaints and reviews.
- 4.1.4 Undertake, on an ongoing and as needed basis, country-specific risk analysis to inform the CORE's virtual and in-person engagement with public, private and plural stakeholders in countries where Canadian garment, mining and oil/gas companies operate and where human rights abuses may be arising from their operations
- 4.1.5 Carrying out digital security audits of the CORE's digital communication tools to identify potential gaps and risks, recommend solutions and provide training.
- 4.1.6 Delivering virtual and/or in-person trainings on security risk management, including digital security, to the CORE's staff and subject matter experts/consultants (e.g. investigators, mediators, etc) resources based on identified needs

4.2 Deliverables

Deliverables will include:

- 4.2.1 A security risk management policy/framework for the CORE including for the CORE's Human Rights Responsibility Mechanism (its complaint and review processes).
- 4.2.2 Country-specific risk analysis reports which outline key human rights and safety risks to stakeholders as a result of virtual or in-person engagement with the CORE, and risks related to the CORE's staff and subject matter experts/consultants (e.g. investigators, mediators, etc) overseas travel. These reports should identify human rights, safety and other risks as well as propose risk mitigation measures.
- 4.2.3 Country and context-specific risk analysis reports which outline key human rights and safety risks to stakeholders as a result of a particular complaint or review by the CORE. These reports should identify human rights, safety and other risks as well as propose risk mitigation measures.
- 4.2.4 Digital security audit reports with recommendations.
- 4.2.5 Training needs assessment and report outlining findings, with proposed training objectives, training topics, and training session methodology and content.
- 4.2.6 Delivery of virtual and/or in-person training workshops on security risk management for for the CORE's staff and subject matter experts/consultants (e.g. investigators, mediators, etc). The training should include a reference document that provides participants with background learning around the key concepts and terminology, specific to each training. Learning methodologies during training should include a balance of:
 - Theory that will provide insight into key concepts;
 - Experiential learning through video, scenarios, case studies, role play and group work allowing participants to put theory into practice;
 - Reflection in order to embed learning and ensure retention of knowledge.

Safety and security training may include but are not limited to the following:

- Security risk management for third parties and staff
- Travel security
- Communications principles and protocols
- Information security training
- Digital security training
- Vicarious trauma

4.3 Milestones

Milestones will include:



	Task	Deadline
1.	Co-develop a security risk management policy/framework	TBD
2.	Produce country-specific risk analysis reports	Ongoing/as needed
3.	Carry out digital security audits	TBD
4.	Carry out training needs assessments	TBD
5.	Deliver virtual and/or in-person trainings	TBD

5.0 Payment terms and value of the contract

Multi-year partnerships configured on a Retained Services basis: the contractor will invoice the CORE quarterly based on the daily rate and/or cost of services rendered as indicated in their proposal.

6.0 Constraints / Considerations

All work must be performed in alignment with the CORE's [Media Statement](#) on Black and Indigenous Communities in Canada and globally, the CORE Privacy Notice Statement, and the Government of Canada Gender Based Analysis+ policy.

7.0 Client support

A representative of the CORE will provide the contractor with any available information within a reasonable time of receiving a request.

The contractor must have their own equipment or access to necessary equipment for the delivery of services. The CORE will not provide any equipment to the consultant.

8.0 Meetings / Updates

The contractor is to provide updates at key stages of the project. Meetings, where needed, will be scheduled at mutually convenient times.

All meetings with the CORE team will take place virtually until further notice.

9.0 Official Languages

Services must be delivered in English.

10.0 Work location

The CORE will not provide a work location for use by the contractor. Communication regarding the work will take place primarily through email, MS Teams and telephone.

11.0 Travel

Travel to or from the National Capital Region may be required to complete the tasks or deliverables related to the contract.

12.0 Security Requirements

Contract security requirements are governed by Public Services and Procurement Canada in accordance with the Treasury Board Policy on Government Security.

Access to protected information or assets up to protected B.

13.0 Require skills and experience

The contractor will have the following:

- At least 10 years' experience providing security risk management services to a wide range of rights-based, environmental, and humanitarian actors around the world, including human rights defenders
- At least 10 years' experience working in a range of country contexts including emergency response, conflict zones, civil conflicts/disturbances, political instability and in developing countries



- Has at least 5 years' experience designing and delivering virtual and in-person security risk management training
- Has 5-10 years of experience developing security risk management policies, frameworks and standard operating procedures
- Has 5-10 years of experience providing country risk analysis
- Has at least 5 years of experience carrying out digital security audits
- Global coverage - ability to provide country-specific threat and risk assessments for virtual engagement and in-person travel in countries in the Americas, Sub-Saharan Africa and Asia
- Languages – ability to communicate in English, French, Spanish and Portuguese – at a minimum



ANNEX “B” - BASIS OF PAYMENT

The Bidder should complete this pricing schedule and include it in its financial bid once completed. As a minimum, the Bidder must respond to this pricing schedule by including in its financial bid for each of the periods specified below its quoted all inclusive fixed daily rate (in CAD \$) for each of the resource categories identified.

The estimated level of effort included in this pricing schedule is 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 - Contract Period (From Contract Award to March 31, 2024)

During the period of the Contract, for Work performed in accordance with the Contract, the Contractor will be paid as specified below.

1.0 Professional Fees

The Contractor will be paid all inclusive fixed time rates as follows:

			Initial Contract Period Contract award to March 31, 2024		
(A)	(B)	(C)	(D)	(E)	(F)
Category	Level	Name of Proposed Resource	Number of Days	All-Inclusive fixed per diem rate	Total cost [D x E]
Risk Management Specialist	Senior	TBA	Up to 90	\$	\$
Total Estimated Cost of the Initial Contract Period (excluding applicable taxes)					

Total Estimated Cost of Professional Fees: \$_____ *(insert amount at contract award)*

Limitation of Expenditures

The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work in accordance with the Basis of Payment in Annex B to a limitation of expenditure of \$_____ *(insert the amount at contract award)*. Customs duty are included and Applicable Taxes are extra.

B - Option to Extend the Term of the Contract

This section is only applicable if the option to extend the Contract is exercised by Canada.

During the extended period of the Contract specified below, the Contractor will be paid as specified below to perform all the Work in relation to the Contract extension.



			Option Period 1 April 1, 2024 to March 31, 2025		
(A) Category	(B) Level	(C) Name of Proposed Resource	(D) Number of Days	(E) All-Inclusive fixed per diem rate	(F) Total cost [D x E]
Risk Management Specialist	Senior	TBA	Up to 30	\$	\$
Total Estimated Cost of of the optionperiod 1 (excluding applicable taxes)					

Total Estimated Cost of Professional Fees: \$ _____ *(insert amount at contract award)*

Limitation of Expenditures

The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work in accordance with the Basis of Payment in Annex B to a limitation of expenditure of \$ _____ *(insert the amount at contract award)*. Customs duty are included and Applicable Taxes are extra.

C - Option to Extend the Term of the Contract

This section is only applicable if the option to extend the Contract is exercised by Canada.

During the extended period of the Contract specified below, the Contractor will be paid as specified below to perform all the Work in relation to the Contract extension.

			Option Period 2 April 1, 2025 to March 31, 2026		
(A) Category	(B) Level	(C) Name of Proposed Resource	(D) Number of Days	(E) All-Inclusive fixed per diem rate	(F) Total cost [D x E]
Risk Management Specialist	Senior	TBA	Up to 30	\$	\$
Total Estimated Cost of the Option Period 2 (excluding applicable taxes)					

Total Estimated Cost of Professional Fees: \$ _____ *(insert amount at contract award)*

Limitation of Expenditures

The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work in accordance with the Basis of Payment in Annex B to a limitation of expenditure of \$ _____ *(insert the amount at contract award)*. Customs duty are included and Applicable Taxes are extra.

D - Option to Extend the Term of the Contract



This section is only applicable if the option to extend the Contract is exercised by Canada.

During the extended period of the Contract specified below, the Contractor will be paid as specified below to perform all the Work in relation to the Contract extension.

			Option Period 3 April 1, 2026 to March 31, 2027		
(A) Category	(B) Level	(C) Name of Proposed Resource	(D) Number of Days	(E) All-Inclusive fixed per diem rate	(F) Total cost [D x E]
Risk Management Specialist	Senior	TBA	Up to 30	\$	\$
Total Estimated Cost of the Option Period 3 (excluding applicable taxes)					

3.0 Limitation of expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____. and Applicable Taxes are extra.
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.



ANNEX "C" - SECURITY REQUIREMENTS CHECK LIST

COMMON-PS-SRCL#19



Contract Number / Numéro du contrat RFP# 23-225879- PO#
Security Classification / Classification de sécurité UNCLASSIFIED

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

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

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité UNCLASSIFIED
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Government of Canada
Gouvernement du Canada

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PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui
If Yes, indicate the level of sensitivity:
Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? No / Non Yes / Oui
Short Title(s) of material / Titre(s) abrégé(s) du matériel :
Document Number / Numéro du document :

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

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input checked="" type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET
<input type="checkbox"/> TOP SECRET - SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS			

Special comments:
Commentaires spéciaux : _____

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.
REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

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

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

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

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

11. b) Will the supplier be required to safeguard COMSEC information or assets?
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? No / Non Yes / Oui

PRODUCTION

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

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

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? No / Non Yes / Oui

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UNCLASSIFIED





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

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

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

SUMMARY CHART / TABLEAU RÉCAPITULATIF

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

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

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

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

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



**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 Serial 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 Serial No.:

Signature

Date