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11 Laurier St. / 11, rue Laurier
Place du Portage , Phase III
Core 0A1 / Noyau 0A1
Gatineau, Québec K1A 0S5
Bid Fax: (819) 997-9776

Request For a Standing Offer Demande d'offre à commandes

National Master Standing Offer (NMSO)

Offre à commandes principale et nationale (OCPN)

Canada, as represented by the Minister of Public Works and Government Services Canada, hereby requests a Standing Offer on behalf of the Identified Users herein.

Le Canada, représenté par le ministre des Travaux Publics et Services Gouvernementaux Canada, autorise par la présente, une offre à commandes au nom des utilisateurs identifiés énumérés ci-après.

Comments - Commentaires

This procurement contains a security requirement.

Vendor/Firm Name and Address

Raison sociale et adresse du fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Business Management and Consulting Services Division /
Division des services de gestion des affaires et de
consultation

11 Laurier St. / 11, rue Laurier
10C1, Place du Portage
Gatineau, Québec K1A 0S5

Title - Sujet Alternative Dispute Resolution	
Solicitation No. - N° de l'invitation E60ZG-090005/D	Date 2013-09-30
Client Reference No. - N° de référence du client E60ZG-090005	GETS Ref. No. - N° de réf. de SEAG PW-\$\$ZG-404-26447
File No. - N° de dossier 404zg.E60ZG-090005	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-11-12	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Lépine, Nathalie	Buyer Id - Id de l'acheteur 404zg
Telephone No. - N° de téléphone (819)956-3037 ()	FAX No. - N° de FAX (819)956-2675
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA PORTAGE III 10C1 11 LAURIER ST GATINEAU Quebec K1A0S5 Canada	
Security - Sécurité This request for a Standing Offer includes provisions for security. Cette Demande d'offre à commandes comprend des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address	
Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone	
Facsimile No. - N° de télécopieur	
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)	
Signature	Date

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PART 1 - GENERAL INFORMATION

1. Introduction

The Request for Standing Offers (RFSO) template is divided into seven parts plus attachments and annexes, as follows:

- (i) Part 1, General Information;
- (ii) Part 2, Offeror Instructions;
- (iii) Part 3, Offer Preparation Instructions;
- (iv) Part 4, Evaluation Procedures and Basis of Selection;
- (v) Part 5, Certifications;
- (vi) Part 6, Security Requirements; and the Attachments
- (vii) Part 7:
7A, Standing Offer, and
7B, Resulting Contract Clauses; and the Annexes.

Part 1: provides a general description of the requirement;

Part 2: provides the instructions applicable to the clauses and conditions of the RFSO;

Part 3: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;

Part 4: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, the security requirement, if applicable, and the basis of selection;

Part 5: includes the certifications to be provided;

Part 6: includes specific requirements that must be addressed by Offeror;

The Attachments include the Pricing Schedule, Technical and Financial Criteria, the Certification Requirements for the set-aside Program for Aboriginal Business, the Canadian Content Certification and the Federal Contractors Program For Employment Equity.

Part 7A: includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;

Part 7B: includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Statement of Work, the Basis of Payment, the Generic Security Requirements Check Lists (SRCLs) and the Quarterly Standing Offer Business Volume Report.

2. Summary

This solicitation is issued to re-compete the requirement covered by Stream 4 - Part I only under the previous solicitation E60ZG-090005/C.

Existing SO Holders

Existing SO Holders are not required to submit a technical offer although they must submit a new financial offer including certifications or confirm that their previous financial offer and certifications dated (*please provide date*) remain.

A National Master Standing Offer (NMSO) for the provision of Alternative Dispute Resolution Services on an 'as and when requested' basis is being put in place to assist various Identified Users authorized to use the NMSO to fulfill their individual requirements. The services described will be required in both of the official language of the Identified User's choice as well as in various locations across Canada.

Professional Services will be required within the following stream of service as identified below:

Stream 4 - Commercial / Business - Part I - Facilitated Discussion / Mediation

PWGSC intends to authorize multiple Standing Offers for professional services to be provided in various location across Canada as a result of this solicitation. Each successful Offeror will be issued one Standing Offer that will identify the Stream for which it has qualified. Offerors, who wish to do so, may submit the required information to demonstrate that in addition to meeting all the requirements to obtain a Standing Offer, they also meet the requirements to be considered an Aboriginal business for the Set-aside Program for Aboriginal Business in Attachment 1 to Part 5. A single Standing Offer will be issued to Aboriginal Offerors who qualify for both Aboriginal and General procurements.

The proposed period of the SO will be from date of issuance of the SO to April 30, 2015 and the SO may be authorized for use beyond the initial period, for an additional three (3) one-year (1) period.

There is a security requirement associated with this requirement. For additional information, consult Part 6A - Standing Offer. Offerors should consult the "Security Requirements for PWGSC Bid Solicitations - Instructions for Bidders" (<http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31>) document on the Departmental Standard Procurement Documents web site.

The requirement is subject to the provisions of the World Trade Organization - Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

Some call-ups may be designated by one or more Identified Users as set-aside for aboriginal business under the federal government's Set-aside Program for Aboriginal Business (SPAB). In these specific cases, the call-up is set aside from the North American Free Trade Agreement (NAFTA) under Annex 1001.2b, Article .(d); and World Trade Organization Agreement on Government Procurement (WTP-AGP) under Appendix 1, article 1.(d).

The resulting SO are not authorized to be used by Identified Users for deliveries within a Comprehensive Land Claims Settlement Area (CLCSA). All requirements for delivery within a CLCSA are to be submitted to the Department of Public Works and Government Services for individual processing.

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3. Security Requirement

There is a security requirement associated with the requirement of the Standing Offer. For additional information, see Part 6 - Security Requirements, and Part 7 - Standing Offer and Resulting Contract Clauses.

4. Debriefings

Offerors may request a debriefing on the results of the request for standing offers. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the standing offer process. The debriefing may be provided in writing, by telephone or in person.

PART 2 - OFFEROR INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<http://sacc.pwgsc.gc.ca/sacc/index-e.jsp>) issued by Public Works and Government Services Canada.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The 2006 (2013-06-01) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of 2006, Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days

Insert: one hundred (100) days

1.1 SACC Manual Clauses

M0019T(2007-05-25) Firm Price and/or Rates

M7035T(2007-05-25) List of Proposed Subcontractors

M9033T(2011-05-16) Financial Capability

M0222T(2013-04-25) Evaluation of Price

1.1.1. Set-aside for Aboriginal Business

1. Some call-ups, may be set aside by one or more Identified Users as set aside for Aboriginal business under the federal government's Set-aside Program for Aboriginal Business. In order to be considered as an Aboriginal Business, Offerors must complete and sign the certification entitled "Certification Requirements for the Set-Aside Program for Aboriginal Business" attached as Attachment 1 to Part 5 and the "the Canadian Content Certification" attached as Attachment 2 to Part 5.
2. By executing the certification, the Offeror warrants that it is an Aboriginal business as defined in the Set-aside Program for Aboriginal Business.

2. Submission of Offers

Offers must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the Request for Standing Offers.

Due to the nature of the Request for Standing Offers, transmission of offers by facsimile or electronic mail to PWGSC will not be accepted.

3. Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny and reflect fairness in spending public funds. In order to comply with

Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below before contract award.

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 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 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 FPS 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.

If the answer to the question and, as applicable, the information are not submitted in or with the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive Yes () No ()

If so, the Bidder must provide the following information:

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

If the answer to the question and, as applicable, the information are not submitted in or with the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

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

4. Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than ten (10) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors 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 questions or may request that offerors do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

5. Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, 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 offerors.

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

Canada requests that offerors provide their offer in separately bound sections as follows:

Section I: Technical Offer four (4) hard copies

Section II: Financial Offer two (2) hard copies

Section III: Certifications one (1) hard copies

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

Canada requests that offerors follow the format instructions described below in the preparation of their offer.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to that of the Request for Standing Offers.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](#). To assist Canada in reaching its objectives, offerors should:

- 1) use paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.
- 3) when possible, distribute documents and deliverables electronically;
- 4) when possible, conduct meetings via telephone, teleconference or videoconferencing in order to minimize travel requirements;
- 5) when travel is necessary, where feasible use environmentally preferred modes of travel;
- 6) when hotel use is necessary, where feasible use hotels with a green hotel certification
- 7) use Energy-Star Office Equipment; and
- 8) recycle unneeded printed documents in accordance with Security Requirements.

Section I: Technical Offer

In their technical offer, offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Offer

1.1 Offerors must submit their financial offer in Canadian funds and in accordance with the pricing schedule detailed in Attachment 1 to Part 3. The total amount of Applicable Taxes must be shown separately.

1.2 Offerors must submit their rates FOB destination; Canadian customs duties and excise taxes included, as applicable; and Applicable Taxes excluded.

1.3 When preparing their financial offer, offerors should review the Basis of Payment in Annex B and clause 1.2, Financial Evaluation, of Part 4.

1.4 Offerors should include the following information in their financial offer:

1. Their legal name;
2. Their Procurement Business Number (PBN); and
3. The name of the contact person (including this person's mailing address, phone and facsimile numbers and email address) authorized by the Offeror to enter into communications with Canada with regards to:
 - a. their offer; and
 - b. any contract that may result from their offer.

1.5 SACC Manual Clauses

C3011T(2010-01-11), Exchange Rate Fluctuation

Section III: Certifications

Offerors should provide the certifications required under Part 5 and the related documentation in Section III of their offer. Attachment 1 to Part 5 - Aboriginal Business Certification and Attachment 2 to Part 5 - Canadian Content Certification and Attachment 3 to Part 5 - Certification Required Precedent Issuance of a Standing Offer. (Note to Offerors: All Offerors who wish to qualify for an Aboriginal Standing Offer must submit the Aboriginal Business Certification and the Canadian Content Certification. Offerors who do not submit the certification will only be considered for a general Standing Offer.

**ATTACHMENT 1 to PART 3
PRICING SCHEDULE
STREAM 4 - PART I**

The Offeror should complete this pricing schedule and include it in its financial offer. As a minimum, the Offeror must respond to this pricing schedule by inserting in its financial offer for each Service Stream for each of the periods specified below its quoted firm all-inclusive daily rate (in Cdn \$) for each of the proposed resources including the cities where they will provide the services where Canada will not incur travel and living expenses.

The rates specified below, when quoted by the Offeror, include the total estimated cost of all travel and living expenses that may need to be incurred for:

- a. Work described in Part 6, Standing Offer and resulting Contract Clauses, of this offer solicitation required to be performed within the locations identified in Appendix 1 to Annex A - Corporate Profile Table.
- b. travel between the successful offeror's place of business; and
- c. the relocation of resources

to satisfy the terms of any resulting contract. These expenses cannot be charged directly and separately from the professional fees to any contract that may result from the offer solicitation.

A – Initial Period of the Standing Offer

1.0 Professional fees

NAME OF RESOURCE	COLUMN A FIRM ALL-INCLUSIVE DAILY RATE (IN CAD \$) INITIAL PERIOD (Date of issuance of the Standing Offer to April 30, 2015)	SERVICES LOCATIONS / identify cities where the resource can provide the services and where Canada will not incur travel and living expenses

B – Period beyond the Initial Period of the Standing Offer

1.0 Professional fees

NAME OF RESOURCE	COLUMN B FIRM ALL-INCLUSIVE DAILY RATE (IN CAD \$) Year One	COLUMN C FIRM ALL-INCLUSIVE DAILY RATE (IN CAD \$) Year Two	COLUMN D FIRM ALL-INCLUSIVE DAILY RATE (IN CAD \$) Year Three	SERVICES LOCATIONS / identify cities where the resource can provide the services and where Canada will

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				not incur travel and living expenses

TOTAL \$ _____
(Sum of Ax2+B+C+D for each resource)

Evaluated price (GST/HST) excluded:

(Sum of Ax2, B, C and D/5 for each resource)

The firm all-inclusive daily rates will be added together and divided by five (5) to arrive at the total average all-inclusive daily rate for each resource.

The total estimated amount of the applicable taxes is to be shown separately.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.
- (c) Listing experience without providing any supporting data to describe where and how such experience was obtained will result in the experience not being included for evaluation purposes.
- (d) For offerors who wish to qualify for an Aboriginal Standing Offer, the evaluation team will determine first if there are three (3) or more offers with a valid Canadian Content certification. In that event, the evaluation process will be limited to the offers with the certification; otherwise, all offers will be evaluated. If some of the offers with a valid certification are declared non-responsive, or are withdrawn, and less than three responsive offers with a valid certification remain, the evaluation will continue among those offers which contain a valid certification. If all offers with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other offers received will be evaluated

1.1. Technical Evaluation

To meet the requirement described, the experience of the Offeror must be work for which the Offeror was under contract to clients exterior to the Offeror's own organization.

1.1.1 Mandatory Technical Criteria

Refer to Attachment 1 to Part 4.

1.2 Financial Evaluation

1.2.1 Mandatory Financial Evaluation

Refer to Attachment 1 to Part 4.

2. Basis of Selection

Stream 4

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory and financial technical evaluation criteria to be declared responsive.

To be declared responsive, an offer must:

- (a) comply with all the requirements of the Request for Standing Offers (RFSO); and
- (b) meet all mandatory technical evaluation criteria; and
- (c) submit an average all-inclusive daily rate not exceeding 20% of the median calculated from all responsive resources.

A single Standing Offer will be issued to Aboriginal business Offerors who qualify for both Aboriginal and General procurements.

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Offers not meeting (a) or (b) or (c) above will be declared non-responsive. A National Master Standing Offer (NMSO) will be issued to all responsive Offerors.

Work allocation will be assigned to responsive Offerors based on Part 7a), clause 7.2.

ATTACHMENT 1 to PART 4 TECHNICAL AND FINANCIAL CRITERIA

1.1.1 Mandatory Technical Criteria

The Offer must meet the mandatory technical criteria specified below. The Offeror must provide the necessary documentation to support compliance with this requirement for each proposed resource for the stream applicable.

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

STREAM 4 - COMMERCIAL / BUSINESS - FACILITATED DISCUSSION / MEDIATION

PART I - Facilitated Discussion / Mediation

M.1 The Offeror must provide the names of each of the proposed resource(s), and demonstrate that each resource has a minimum of five (5) years experience relevant to the work stream as described in the statement of work at the time of bid closing. To demonstrate the experience, the Offeror must clearly indicate where, when and how the stated qualifications or experience of the proposed resources were acquired.

M.2 The Offeror must demonstrate that each proposed resource has started and completed within the last five (5) years, either in the public or private sector, a minimum of ten (10) projects demonstrating experience providing mediation services related to business or contract disputes, at the time of bid closing.

For three (3) of the projects submitted above, the following information must, as a minimum, be Provided:

- Name of the client organization including name of the client reference, (telephone number and e-mail address if available) client reference may be contacted to verify the information contained within;
- Brief description of the Scope and Objective of the project to clearly show relevancy of the project;
- Description of the resource's role in the project;
- Start and end dates of the project (month/year to month/year); and
- Level of effort (in hours).

M.3 The Offeror must demonstrate that each proposed resource has received at least 75 hours of formal training in Alternative Dispute Resolution (ADR), and has received a minimum of 100 hours specific to mediation, received from any training organization OR demonstrate they are members in good standing of a recognized institution* that certifies experience or a combination of experience and education at the time of bid closing. In order to demonstrate successful completion of the required training, a copy of the certificate, diploma or certification from a recognized institution must be submitted.

*A recognized institution is a training organization that receives public funding such as schools, colleges or universities or private for profit organization that can demonstrate it has a developed training program and has offered this training for at least 5 years.

1.2.1 **Mandatory Financial Evaluation**

Offers must meet the mandatory financial criteria specified in the table inserted below.

Offers which fail to meet the mandatory financial criteria will be declared non-responsive.

Stream 4:

Mandatory Financial Criteria (MF)		
Number	Mandatory Financial Criterion	Met/Not Met
MF1	The average firm all inclusive daily rate quoted by the Offeror must not exceed 20% of the median calculated from all responsive resources submitted.	

1.2.2 Financial Evaluation - Stream 4

The financial offers will be evaluated for each specific Service Stream based on the methodology detailed below:

Step 1 - The Offerors must submit firm all-inclusive daily rates for each proposed resource as requested in Attachment 1 to Part 3, Pricing Schedule.

Step 2 - An average all-inclusive daily rate for each proposed resource will be established by adding the firm all inclusive daily rate including travel and living expenses quoted for each proposed resource for each period dividing by 5 (which represents the initial period and the option periods).

Step 3 - The average all-inclusive daily rate for each proposed resource must not exceed 20% of the median calculated from all responsive resources. Any resource with a daily rate above the highest acceptable daily rate will not be considered further.

Example of a financial evaluation - Stream 4

Step 1 & 2:

Average per diem rate for each individual: adding the daily rate for the initial period and option periods submitted and dividing it by 5. **Formula:** (Initial Period x 2 + Period 1 + Period 2 + Period 3)/5

Example:

Offeror A

Resource	Initial Period	Period One (1)	Period Two (2)	Period Three (3)	Total	Average daily rate
Joe Bloe	\$50.00 x 2	\$60.00	\$70.00	\$80.00	\$310.00	\$62.00
Jane Car	\$50.00 x 2	\$60.00	\$70.00	\$80.00	\$310.00	\$62.00

Offeror B

Resource	Initial Period	Period One (1)	Period Two (2)	Period Three (3)	Total	Average daily rate
Joe Young	\$75.00 x 2	\$85.00	\$90.00	\$100.00	\$425.00	\$85.00
Dale Red	\$70.00 x 2	\$70.00	\$80.00	\$85.00	\$375.00	\$75.00

Offeror C

Resource	Initial Period	Period One (1)	Period Two (2)	Period Three (3)	Total	Average daily rate
Natalie Doe	\$60.00 x 2	\$60.00	\$65.00	\$75.00	\$320.00	\$64.00

Step 3:

Average daily rate must not exceed 20% of the median calculated from all responsive resources.

	1	2	3
	Offeror A Joe Bloe Jane Car	Offeror B Joe Young Dale Red	Offeror C Natalie Doe
Average overall daily rate	\$62.00 (Joe) \$62.00(Jane)	\$85.00 (Joe) \$75.00 (Dale)	\$64.00 (Natalie)
Median	<p>A median is the middle offer in a set of offers whereby half the offers are greater and half are lower. In the example above, in the set of numbers (62, 62, 64, 75, 85) the median is 64.</p> <p>Median = \$64.00</p> <p>If there are an even amount of numbers, we need to find the middle pair of numbers and find the value that would be half way between them.</p>		
Highest Acceptable daily	<p>= 20% above median calculated from all responsive resources = 1.20 times \$64.00 = \$76.80 acceptable daily rate therefore resource (Joe Young) submitted from Offeror B would be non compliant (rounded at two decimal points).</p>		

PART 5 - CERTIFICATIONS - GENERAL

Offerors must provide the required certifications and related documentation to be issued a standing offer. Canada will declare an offer non-responsive if the required certification and related documentation are not completed and submitted as requested. Offerors should provide the required certifications and related documentation in Section III of their offer.

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default, if any certification is found to be untrue whether during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply with this request will also render the Offer non-responsive or may result in the setting aside of the Standing Offer or will constitute a default under the Contract.

1. Certifications Required Precedent to Issuance of a Standing Offer

The certifications listed below should be completed and submitted with the offer, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirements within that time period will render the offer non-responsive.

1.1 Code of Conduct and Certifications - Related documentation

By submitting an offer, the Offeror certifies that the Offeror and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Offer of Standard Instructions 2006. The related documentation therein required will assist Canada in confirming that the certifications are true.

1.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list (<http://www.hrsdc.gc.ca/eng/labour/index.shtml>) available from HRSDC-Labour's website.

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

Canada will also have the right to set-aside the Standing Offer for default if an Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "FCP Limited Eligibility to Bid", list during the period of the Standing Offer.

Before issuance of a Standing Offer, the Offeror must provide the Standing Offer Authority with the certification relative to the Federal Contractors Program for employment equity included in Attachment 3 to Part 5, Certifications Precedent to issuance of a Standing Offer, completed in accordance with the instructions provided.

PART 5 - CERTIFICATIONS - ABORIGINAL PROCUREMENTS

Offerors must provide the required certifications to be issued a standing offer. Canada will declare an offer non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications offerors provide to Canada is subject to verification by Canada during the offer evaluation period (before issuance of a standing offer) and after issuance of a standing offer. The Standing Offer Authority will have the right to ask for additional information to verify offerors' compliance with the certifications before issuance of a standing offer. The offer will be declared non-responsive if any certification made by the Offeror is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Standing Offer Authority for additional information will also render the offer non-responsive.

1. Mandatory Certifications Required Precedent to Issuance of a Standing Offer

The certifications listed below should be completed and submitted with the offer, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirements within that time period will render the offer non-responsive.

1.1 Code of Conduct and Certifications - Related documentation

By submitting an offer, the Offeror certifies that the Offeror and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Offer of Standard Instructions 2006. The related documentation therein required will assist Canada in confirming that the certifications are true.

1.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list (<http://www.hrsdc.gc.ca/eng/labour/index.shtml>) available from HRSDC-Labour's website.

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

Canada will also have the right to set-aside the Standing Offer for default if an Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "FCP Limited Eligibility to Bid", list during the period of the Standing Offer.

Before issuance of a Standing Offer, the Offeror must provide the Standing Offer Authority with the certification relative to the Federal Contractors Program for employment equity included in Attachment 3 to Part 5, Certifications Precedent to issuance of a Standing Offer, completed in accordance with the instructions provided.

1.3 Set-aside for Aboriginal Business

Where an Offeror wishes its offer to be considered for set aside for Aboriginal business under the federal government's Set-aside Program for Aboriginal Business, Offerors must complete and sign the certification entitled "Certification Requirements for the Set-Aside Program for Aboriginal Business"

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File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

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attached as Attachment 1 to Part 5 and the "Canadian Content Certification" attached as Attachment 2 to Part 5.

By executing the certification, the Offeror warrants that it is an Aboriginal business as defined in the Set-aside Program for Aboriginal Business.

ATTACHMENT 1 TO PART 5 CERTIFICATION REQUIREMENTS FOR THE SET-ASIDE PROGRAM FOR ABORIGINAL BUSINESS

This attachment contains a mandatory certification to be completed by those Offerors seeking to qualify for an Aboriginal business standing offer. Offerors are requested to submit this certification with their Offer at bid closing.

Requirements for the Set-Aside Program for Aboriginal Business

Who is eligible?

An Aboriginal business, which can be:

- a band as defined by the Indian Act
- a sole proprietorship
- or
- a limited company
- a co-operative
- a partnership
- a not-for-profit organization

in which Aboriginal persons have at least 51 percent ownership and control,

OR

A Joint Venture (JV) consisting of two or more Aboriginal businesses or an Aboriginal business and a non-Aboriginal business(es), provided that the Aboriginal business(es) has at least 51 percent ownership and control of the JV.

When an Aboriginal business has six or more full-time employees at the date of submitting the bid, at least thirty-three percent of them must be Aboriginal persons, and this ratio must be maintained throughout the duration of the contract.

Are there any other requirements attached to Offerors in the Set-Aside Program for Aboriginal Business?

Yes

- In respect of a contract, (goods, service or construction), on which an Offeror is making an offer which involves subcontracting, the Offeror must certify in its offer that at least thirty-three percent of the value of the work performed under the contract will be performed by an Aboriginal business. Value of the work performed is considered to be the total value of the contract less any materials directly purchased by the contractor for the performance of the contract. Therefore, the Offeror must notify and, where applicable, bind the subcontractor in writing with respect to the requirements that the Aboriginal Set-Aside Program (the Program) may impose on the subcontractor or subcontractors.

- The Offeror's contract with a subcontractor must also, where applicable, include a provision in which the subcontractor agrees to provide the Offeror with information, substantiating its compliance with the Program, and authorize the Offeror to have an audit performed by Canada to examine the subcontractor's records to verify the information provided. Failure by the Offeror to exact or enforce such a provision will be deemed to be a breach of contract and subject to the

civil consequences referred to in this document.

• As part of its offer, the Offeror must complete the Certification of Requirements for the Set-Aside Program for Aboriginal Business (certification) stating that it:

- meets the requirements for the Program and will continue to do so throughout the duration of the contract;
- will, upon request, provide evidence that it meets the eligibility criteria;
- is willing to be audited regarding the certification; and
- acknowledges that if it is found NOT to meet the eligibility criteria, the Offeror will be subject to one or more of the civil consequences set out in the certification and the contract.

How must the business prove that it meets the requirements?

It is not necessary to provide evidence of eligibility at the time the offer is submitted. However, the business should have evidence of eligibility ready in case it is audited.

The civil consequences of making an untrue statement in the offer documents, or of not complying with the requirements of the Program or failing to produce satisfactory evidence to Canada regarding the requirements of the Program, may include: forfeiture of the bid deposit; retention of the holdback; disqualification of the business from participating in future contracts under the program; and/or termination of the contract. In the event that the contract is terminated because of an untrue statement or non-compliance with the requirements of the Program, Canada may engage another contractor to complete the performance of the contract and any additional costs incurred by Canada will, upon the request of Canada, be borne by the business.

What evidence may be required from the business?

Ownership and control

Evidence of ownership and control of an Aboriginal business or JV may include incorporation documents, shareholders' or members' register; partnership agreements; JV agreements; business name registration; banking arrangements; governance documents; minutes of meetings of Board of Directors and Management Committees; or other legal documents.

Ownership of an Aboriginal business refers to "beneficial ownership" i.e. who is the real owner of the business. Canada may consider a variety of factors to satisfy whether Aboriginal persons have true and effective control of an Aboriginal business. Factors that may be considered in determining whether Aboriginal persons have at least 51% ownership and control of an Aboriginal business include:

- Capital Stock and Equity Accounts, i.e., preferred stock, convertible securities, classes of common stock, warrants, options;
- Dividend policy and payments;
- Existence of Stock Options to employees;
- Different treatment of Equity transactions for Corporations, Partnerships, JVs, Community organizations, Cooperatives, etc.;
- Examination of Charter Documents, i.e., corporate charter, partnership agreement, financial structure;
- Concentration of ownership or managerial control in partners, stockholders, officers trustees and directors based definition of duties;
- Principal occupations and employer of the officers and directors to determine who they

represent, i.e. banker, vested ownerships;

- Minutes of directors meetings and stockholders meetings for significant decisions that affect operations and direction;
- Executive and employee compensation records for indication of level of efforts associated with position;
- Nature of the business in comparison with the type of contract being negotiated;
- Cash management practices, i.e., payment of dividends - preferred dividends in arrears;
- Tax returns to identify ownership and business history;
- Goodwill contribution/contributed asset valuation to examine and ascertain the Fair Market value of non cash capital contributions;
- Contracts with owners, officers and employees to be fair and reasonable;
- Stockholder authority, i.e. appointments of officers, directors, auditors;
- Trust agreements made between parties to influence ownership and control decisions;
- Partnership - allocation and distribution of net income, i.e., provision for salaries, interest on capital and distribution share ratios;
- Litigation proceedings over ownership;
- Transfer pricing from non-Aboriginal joint venture;
- Payment of management or administrative fees;
- Guarantees made by the Aboriginal business;
- Collateral agreements.

Employment and employees

Where an Aboriginal business has six or more full-time employees at the date of submitting the certification and is required by Canada to substantiate that at least thirty-three percent of the full-time employees are Aboriginal, the business must, upon request by Canada, immediately provide a completed Owner/Employee Certification form for each full-time employee who is Aboriginal.

Evidence as to whether an employee is or is not full-time and evidence as to the number of full-time employees may include payroll records, written offers for employment, and remittance and payroll information maintained for Canada Customs and Revenue Agency purposes as well as information related to pension and other benefit plans.

A full-time employee, for the purpose of this program, is one who is on the payroll, is entitled to all benefits that other full-time employees of the business receive, such as pension plan, vacation pay and sick leave allowance, and works at least 30 hours a week. It is the number of full-time employees on the payroll of the business at the date of bid submission that determines the ratio of Aboriginal to total employees of the business for the purpose of establishing eligibility under the Program.

Owners who are Aboriginal and full-time employees who are Aboriginal must be ready to provide evidence in support of such status. The Owner/Employee Certification to be completed by each owner and full-time employee who is Aboriginal will state that the person meets the eligibility criteria and that the information supplied is true and complete. This certification will provide the person's consent to the verification of the information submitted.

Subcontracts

Evidence of the proportion of work done by subcontractors may include contracts between the contractor and subcontractors, invoices, and paid cheques.

Evidence that a subcontractor is an Aboriginal business where this is required to meet the minimum

Aboriginal content of the contract, is the same as evidence that a prime contractor is an Aboriginal Business.

Who is an Aboriginal Person for Purposes of the Set-Aside Program for Aboriginal Business?

An Aboriginal person is an Indian, Metis or Inuit who is ordinarily resident in Canada.

Evidence of being an Aboriginal person will consist of such proof as:

- Indian registration in Canada;
- membership in an affiliate of the Metis National Council or the Congress of Aboriginal Peoples, or other recognized Aboriginal organizations in Canada;
- acceptance as an Aboriginal person by an established Aboriginal community in Canada;
- enrollment or entitlement to be enrolled pursuant to a comprehensive land claim agreement;
- membership or entitlement to membership in a group with an accepted comprehensive claim.

Evidence of being resident in Canada includes a provincial or territorial driver's license, a lease or other appropriate document.

For further information on the Set-Aside Program for Aboriginal Business, contact the Access to Federal Procurement Directorate in the Department of Indian and Northern Affairs at (819) 997-8383 or (819) 997-8746 or fax (819) 994-0445.

1.1 Federal government's Procurement Strategy for Aboriginal Business (PSAB)

1.1.1 Set-aside for Aboriginal Business

1. This procurement is set aside under the federal government's Procurement Strategy for Aboriginal Business, as detailed in Annex 9.4 Requirements for the Set-aside Program for Aboriginal Business, of the Supply Manual.

2. The Offeror:

- (i) certifies that it meets, and will continue to meet throughout the duration of the Offer, the requirements described in the above-mentioned annex.
- (ii) agrees that any subcontractor it engages under the Offer must satisfy the requirements described in the above-mentioned annex.
- (iii) agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.

3. The Offeror must check the applicable box below:

- (i) ☐ The Offeror is an Aboriginal business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.

OR

(ii) ☐ The Offeror is either a joint venture consisting of two or more Aboriginal businesses or a joint venture between an Aboriginal business and a non-Aboriginal business.

4. The Offeror must check the applicable box below:

(i) () The Aboriginal business has fewer than six full-time employees.

OR

(ii) () The Aboriginal business has six or more full-time employees.

5. The Offeror must, upon request by Canada, provide all information and evidence supporting this certification. The Offeror must ensure that this evidence will be available for audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The Offeror must provide all reasonably required facilities for any audits.

6. By submitting an offer, the Offeror certifies that the information submitted by the Offeror in response to the above requirements is accurate and complete.

1.1.2 Owner / Employee Certification - Set-aside for Aboriginal Business

The Offeror must provide the following certification for each owner and employee who is Aboriginal:

"1. I am _____ (insert "an owner" and/or "a full-time employee") of _____ (insert name of business), and an Aboriginal person, as defined in Annex 9.4 of the Supply Manual entitled "Requirements for the Set-Aside Program for Aboriginal Business".

2. I certify that the above statement is true and consent to its verification upon request by Canada.

Printed name of owner and/or employee

Signature of owner and/or employee

Date

**ATTACHMENT 2 TO PART 5
CANADIAN CONTENT CERTIFICATION**

1. Canadian Content Certification

1.1.1. SACC Manual clause A3050T, Canadian Content Definition.

1.1.2 Canadian Content Certification

This procurement is conditionally limited to Canadian services.

Subject to the evaluation procedures contained in the request for standing Offer, offerors acknowledge that only offers with a certification that the services offered are Canadian services, as defined in clause A3050T, may be considered.

Failure to provide this certification completed with the offer will result in the services offered being treated as non-Canadian services.

The Offeror certifies that:

() the services offered are Canadian services as defined in paragraph 4 of clause A3050T.

For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult Annex 3.6.(9), Example 2, of the Supply Manual.

ATTACHMENT 3 TO PART 5 CERTIFICATION REQUIRED PRECEDENT ISSUANCE OF A STANDING OFFER

1. Federal Contractors Program For Employment Equity - Certification

Insert the date: Date:_____ (YYYY/MM/DD) If left blank, the date will be deemed to be the bid solicitation closing date.

The Offeror must complete A and B.

A. The Offeror must include in the certification one of the following statements:

A1. The Offeror is not a Joint Venture.

or

A2. The Offeror is a Joint venture.

B. The Offeror must include in the certification: "I, the Offeror, submitting the present information to the Standing Offer Authority, certify that the information provided is true as of the date indicated above. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare an offer non-responsive, or will declare an Offeror in default, if a certification is found to be untrue, whether during the evaluation period or during the standing offer period. Canada will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply with such request by Canada will also render the offer non-responsive or will constitute a default under the Standing Offer."

For A1, the Offeror must include in the certification: "The Offeror:" followed by the applicable statement among the statements B.1 to B.5 appearing below.

For A2: the Offeror must include in the certification for each member of the Joint Venture: 1) "I, [insert the name of the member of the Joint Venture], member of the Joint Venture: " followed by the applicable statement among the statements B.1 to B.5 appearing below.

Choose only one of the following statements:

B1. certifies having no work force in Canada.

B2. certifies being a public sector employer.

B3. certifies being a federally regulated employer being subject to the *Employment Equity Act*.

B4. certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).

B5. certifies having a combined workforce in Canada of 100 or more employees; and

B5.1. certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with HRSDC-Labour.

or

B5.2. certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to HRSDC-Labour. *As this is a condition precedent to issuance of a Standing Offer, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to HRSDC-Labour.*

For further information on the Federal Contractors Program for Employment Equity visit HRSDC-Labour's website.

2. Status and Availability of Resources

The Offeror certifies that, should it be issued a standing offer as a result of the Request for Standing Offer, every individual proposed in its offer will be available to perform the Work resulting from a call-up against the Standing Offer as required by Canada's representatives and at the time specified in a call-up or agreed to with Canada's representatives. If for reasons beyond its control, the Offeror is unable to provide the services of an individual named in its offer, the Offeror may propose a substitute with similar qualifications and experience. The Offeror must advise the Standing Offer 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 Offeror: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Offeror has proposed any individual who is not an employee of the Offeror, the Offeror 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 Offeror must, upon request from the Standing Offer Authority, provide a written confirmation, signed by the individual, of the permission given to the Offeror and of his/her availability. Failure to comply with the request may result in the offer being declared non-responsive.

3. Education and Experience

The Offeror certifies that all the information provided in the résumés and supporting material submitted with its offer, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Offeror to be true and accurate. Furthermore, the Offeror warrants that every individual offered by the Offeror for the requirement is capable of performing the Work resulting from a call-up against the Standing Offer.

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**Code de conduite / Code of Conduct
Conseil d'administration / Board of Directors**

Adresse de courriel / E-mail Address:
Direction générale / Branch: DIRECTON GÉNÉRALE DES APPROVISIONNEMENTS / ACQUISITIONS BRANCH
Dénomination sociale complète du fournisseur / Complete Legal Name of Supplier
Adresse du fournisseur / Supplier Address
NEA du fournisseur / Supplier PBN
Numéro de la demande de soumissions (ou numéro du contrat proposé) / Solicitation Number (or proposed Contract Number)
Membres du conseil d'administration (Utilisez le format - Prénom Nom) / Board of Directors (use format – first name last name)
1. Membre / Director
2. Membre / Director
3. Membre / Director
4. Membre / Director
5. Membre / Director
6. Membre / Director
7. Membre / Director
Autres Membres / Additonal Directors
Commentaires supplémentaires / Additional Comments:

PART 6 - SECURITY REQUIREMENTS

1. Security Requirement

1. Before issuance of a standing offer, the following conditions must be met:
 - (a) the Offeror must hold a valid organization security clearance as indicated in Part 7A - Standing Offer;
 - (b) the Offeror's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 7A - Standing Offer;
 - (c) the Offeror must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.
2. Offerors are reminded to obtain the required security clearance promptly. Any delay in the issuance of a standing offer to allow successful Offeror to obtain the required clearance will be at the entire discretion of the Standing Offer Authority.
3. For additional information on security requirements, bidders should consult the "[Security Requirements for PWGSC Bid Solicitations - Instructions for Bidders](http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31)" (<http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31>) document on the Departmental Standard Procurement Documents Web site.

Various requirements procured under the SO may be subject to security requirements. Annex "C" Generic SRCL" of this solicitation includes three (3) generic Security Requirement Check Lists (SRCL), which PWGSC anticipates will satisfy most security requirements associated with individual Call-ups issued against the Standing Offer.

All Offerors should indicate their level of security clearance using the Appendix 1 to Annex A, Corporate Profile.

Offerors are advised to initiate the security process as soon as possible with the Canadian Industrial Security Directorate (CISD) of Public Works and Government Services Canada (PWGSC) if they do not meet the minimum security requirement specified herein. For any inquiries, Offerors should contact CISD at 1-866-368-4646, or (613) 948-4176 in the National Capital Region or via email: ssi-iss@tpsgc-pwgsc.gc.ca For personnel security clearance obtained under another entity or with a Federal Government Department other than PWGSC, Offerors should contact CISD security officer as soon as possible to be guided through the process of completing any paperwork required to request a transfer, or a duplicate of the security clearance or a new application for security clearance as appropriate.

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER**1. Offer**

1.1 The Offeror offers to perform the Work in accordance with the Statement of Work at Annex "A".

2. Security Requirement

There is a security requirement associated with this requirement.

The Offeror must hold as a minimum the security requirements below. The Standing Offer Authority may verify the Offeror's security clearance with the Canadian Industrial Security Directorate (CISD), PWGSC at any time during the life of the Standing Offer.

The requirements to be procured under this Standing Offer may be subject to security requirements. Several generic Security Requirement Check Lists (SRCL), which PWGSC anticipates will satisfy most security requirements associated with individual requirements, are attached at Annex "C". Each call-up will identify which SRCL in Annex "C" will apply to the Call-up.

**SECURITY REQUIREMENT FOR CANADIAN SUPPLIER:
SRCL FILE E60ZG-090005/C-01**

1. Offeror must, at all times during the performance of the Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. Offeror personnel requiring access to sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.
3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
4. Offeror must comply with the provisions of the:
 - (a) Security Requirements Check List and security guide (if applicable), attached at Annex C;
 - (b) Industrial Security Manual (Latest Edition).

ADDITIONAL SRCLs:

**SECURITY REQUIREMENT FOR CANADIAN SUPPLIER:
PWGSC FILE # E60ZG-090005/C-02**

1. Offeror must, at all times during the performance of the Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. Offeror personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.
3. Offeror MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Offeror must ensure that its personnel are made aware of and comply with this restriction.

4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.

5. The Offeror must comply with the provisions of the:

- (a) Security Requirements Check List and security guide (if applicable), attached at Annex C;
- (b) Industrial Security Manual (Latest Edition).

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE # E60ZG-090005/C-03

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS) with approved: Document Safeguarding at the level of PROTECTED B, issued by the Canadian Industrial Security Directorate, Public Works and Government Services Canada.

2. The Contractor/Offeror personnel requiring access to PROTECTED information, assets or work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).

3. The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce or store PROTECTED information until the CISD/PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed at the level of PROTECTED B.

4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.

5. The Contractor/Offeror must comply with the provisions of the:

- (a) Security Requirements Check List and security guide (if applicable), attached at Annex C;
- (b) Industrial Security Manual (Latest Edition)

3. Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<http://sacc.pwgsc.gc.ca/sacc/index-e.jsp>) issued by Public Works and Government Services Canada.

3.1 General Conditions

2005 (2012-11-19) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

3.2 Standing Offers Reporting

The Offeror must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Standing Offer. This data must include all purchases paid for by a Government of Canada Acquisition Card.

The Offeror must provide this data in accordance with the reporting requirements detailed in Annex "D". If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still provide a "NIL" report.

The data must be submitted on a "quarterly basis" to the Standing Offer Authority.

The quarterly reporting periods are defined as follows:

1st quarter: April 1 to June 30;
 2nd quarter: July 1 to September 30;
 3rd quarter: October 1 to December 31;
 4th quarter: January 1 to March 31.

The data must be submitted to the Standing Offer Authority no later than fifteen (15) calendar days after the end of the reporting period.

4. Term of Standing Offer

4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from the date of issuance of the Standing Offer to April 30, 2015.

4.2 Period beyond the Initial Period of the Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional three (3) periods of one (1) year, under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority thirty (30) days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

5. Authorities

5.1 Standing Offer Authority

The Standing Offer Authority is:

Nathalie Lépine
 A/Supply Team Leader
 Public Works and Government Services Canada
 Acquisitions Branch
 Professional Services Procurement Directorate
 Portage III 11C1
 11 Laurier Street

Gatineau, Quebec
K1A 0S5

Telephone: 819-956-3037

Facsimile: 819-956-2675

E-mail address: nathalie.lepine@tpsgc-pwgsc.gc.ca

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

5.2 Project Authority

The Project Authority for the Standing Offer is identified in the call-up against the Standing Offer.

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up against the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

5.3 Offeror's Representative

To be determined.

6. Identified Users

The Identified Users authorized to make call-ups against the Standing Offer include any government department, agency or Crown corporation listed in Schedules I, I.1, II, III, of the *Financial Administration Act*, R.S., 1985, c. F-11.

7. Call-up Procedures

7.1 Call-up Procedures - Stream 4

1. The Project Authority will provide the Offeror with a description of the Work to be performed in sufficient detail to enable the Offeror to submit a price for the completion of the work, prior to commencement of work.

The Work Request will contained as a minimum:

- the stream of services;
- the details of the work activities to be performed within the scope of the standing offer;
- a schedule indicating completion dates for major work activities and (or) submission dates for deliverables (or) reports;
- an estimate of the number of person-day level; and
- a proposed basis of payment using either a firm price, a ceiling price or a firm daily rate(s) not to exceed a financial limitation in accordance with the firm daily rates established in the Basis of Payment, Annex B of Standing Offer.

2. The Offeror will provide its price proposal in accordance with the basis of payment indicated in the Work Request and provide a delivery schedule with a final completion date for the Work with supporting

details within the specified number of working days requested by the Project Authority, otherwise the Offeror will be by-pass and another Offeror will be contacted.

3. If the Offeror cannot fulfil the Work Request, the Offeror representative must send a written confirmation and state the reason(s) of non-acceptance. The written confirmation must be forwarded via FAX or electronic mail to the requesting Project Authority within the specified number of working days indicated in the Work Request.

4. If a response is not received within the number of working days requested by the Project Authority, or if the Offeror has confirmed that he cannot fulfil the Work Request, the Work Request will then be forwarded to another Offeror. This process will continue until the requirement can be fully addressed by an Offeror.

5. The Offeror will be authorized by the Project Authority to proceed with the Work by the issuance of form PWGSC 942, Call-up. A description of the Work to be performed will be attached to the PWGSC 942, Call-up.

The Offeror must not commence work until a signed call-up form PWGSC 942 has been received from the Project Authority. The Offeror acknowledges that any and all work performed in the absence of the aforementioned approved call-up will be done at the Offeror's own risk, and Canada will not be liable for payment therefor, unless or until an approved call-up is provided by the Project Authority.

7.2 Work Allocation

For **Stream 4**, the work will be allocated to the Offeror by first considering the following criteria:

1. Language capabilities;
2. Canadian city in which the resource has agreed to work without travel and living expenses, where required;
3. The level of security clearance required to conduct the services required; and
4. Availability at time stated in work request.

The Project Authority and the parties involved will then select the Offeror based on the sensitivity, diversity and complexity of the nature of the services required under the Standing Offer.

Due to the nature of the specific requirements, proposed resource may be interviewed prior to assignment to a call-up. All costs incurred in connection with interviews will be at the Offeror's expense.

8. Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using form PWGSC 942, Call-up Against a Standing Offer.

9. Limitation of Call-ups

Individual call-ups against the Standing Offer issued by the Identified Users authorized must not exceed \$100,000.00 (Applicable Taxes included).

Requirements exceeding the \$100,000.00 (Applicable Taxes included) call-up limitation up to \$400,000.00 (Applicable Taxes included) must be submitted to PWGSC Standing Offer Authority for review and authorization.

Requirement exceeding \$400,000.00 (Applicable Taxes included) must be submitted to PWGSC Standing Offer Authority for issuance of the call-up.

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 call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2012-11-19), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2035 (2013-06-27), General Conditions - Higher Complexity - Services;
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) Annex C, SRCLs;
- h) Annex D, Quarterly Standing Offer Business Volume Report; and
- i) the Offeror's offer _____ (insert date of offer), _____ (if the offer was clarified or amended, insert at the time of issuance of the offer: "as clarified on _____" **or** "as amended _____". (insert date(s) of clarification(s) or amendment(s) if applicable)

11. Certifications

11.1 Compliance

Compliance with the certifications and related documentation provided by the Offeror is a condition of authorization of the Standing Offer and subject to verification by Canada during the term of the Standing Offer and of any resulting contract that would continue beyond the period of the Standing Offer. In the event that the Offeror does not comply with any certification or it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

11.2 Canadian Content Certification

SACC Manual Clause M3060C (2008-05-12)

12. Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____. (insert the name of the province or territory as specified by the Offeror in its offer, if applicable)

13. Additional Resources

The Offeror may request that additional resources be added to the Standing Offer list of authorized resources at the discretion of Canada, by providing all information and documents requested in the "Mandatory Technical Criteria" section 1.1.1 of the Request for Standing Offer (RFSO) to the Standing Offer Authority. The information received for all additional resources proposed will be evaluated in accordance with the Basis of Selection.

The Firm all-inclusive daily rate quoted for additional resources for the remaining years will have to meet the conditions of the article below entitled "Rates for Additional Resources".

14. Rates for Additional Resources

14.1.1 Rates for Additional Resources - Stream 4

For additional resources approved by PWGSC during the Standing Offer period in accordance with article 13. of the Standing Offer entitled "Additional Resources":

a) the firm all-inclusive daily rate for additional resources proposed must not exceed the average overall all-inclusive daily rate of the resources proposed in the Offeror's Offer. The average overall daily rate will be calculated by adding the daily rate within the specific period for each resources dividing by the total number of resources.

15. Disclosure of Pricing

The Offeror agrees to the disclosure of its prices provided under the Standing Offer by Canada, and further agrees that it will have no right to claim against Canada, the client, their employees, agents or servants in relation to such disclosure.

B. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

1. Statement of Work

The Contractor must perform the Work described in the call-up against the Standing Offer.

2. Standard Clauses and Conditions

2.1 General Conditions

2035 (2013-06-27) General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

3. Term of Contract

3.1 Period of the Contract

The Work must be completed in accordance with the call-up against the Standing Offer.

4. 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: 2012-2 of the Treasury Board Secretariat of Canada.

5. Payment

5.1 Basis of Payment

One of the following Basis of Payment will form part of the resulting Call-up.

In the event of Canada requiring services under Stream 4, the Contractor will only be reimbursed by Canada half of the costs reasonably and properly incurred in the performance of the Work as determined in accordance with the Mediation/Arbitration Agreement and the Basis of Payment in Annex B. The Contractor must invoice the other half of the costs to the other participant in the Mediation/Arbitration.

5.1.1 Firm Lot Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm lot price of \$_____ (*insert the amount at contract award*). Customs duty are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

5.1.2 Ceiling Price

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex B to a ceiling price of \$_____ (*insert the amount at contract award*). Customs duty are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

The ceiling price is subject to downward adjustment so as not to exceed the actual costs reasonably incurred in the performance of the Work and computed in accordance with the Basis of Payment.” Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

5.1.3 Limitation of Expenditures

1. The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined 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 Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.
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 percent committed, or
 - (b) four (4) 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.

5.1.4 Limitation of Expenditures- Authorized travel and living expenses

For the requirements relative to travel described in the Statement of Work:

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the Treasury Board Travel Directive, and with the other provisions of the directive referring to "travellers", rather than those referring to "employees", to a limitation of expenditure of \$_____ (*insert the amount at contract award*). Customs duty are _____ included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable."

All travel must have the prior authorization of the Contracting Authority.

The authorized travel and living expenses will be paid upon submission of an itemized statement supported by receipt vouchers. All payments are subject to government audit.

Canada will not accept any travel and living expenses for:

- a. Work performed within the locations identified in Column 2, Appendix 3 to Annex A - Offeror Geographic Locations Table;
- b. Any travel between the Contractor's place of business; and
- c. Any relocation of resources required to satisfy the terms of the Contract.

5.3 Method of Payment

One of the following method of payment will form part of any resulting call-up:

5.3.1 Method of Payment - Monthly (For Ceiling Price or Limitation of Expenditure)

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; and
- (c) the Work performed has been accepted by Canada.

5.3.2 Single Payment (For all Basis of Payments Options)

Canada will pay the Contractor upon completion and deliver of the Work in accordance with the payment provisions of the Contract if:

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

5.3.3 Milestone Payments (For Firm Price Basis of Payments)

1) Canada will make milestone payments in accordance with the Schedule of Milestones attached and detailed to the Contract and the payment provision 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 in the Contract;
- (b) all such documents have been verified by Canada; and
- (c) all the Work required for the milestone claimed has been delivered and accepted by Canada.

2) The balance of the amount payable will be paid following:

- (a) delivery and acceptance of the Work; and
- (b) the approval of the final invoice by Canada.

5.4 SACC Manual Clauses

SACC Manual Clause A9117C (2007-11-30), T1204 - Direct Request by Customer Department
 SACC Manual Clause C2000C (2007-11-30), Taxes - Foreign-based Contractor
 SACC Manual Clause C0305C (2008-05-12), Cost Submission
 SACC Manual Clause C3015C (2010-01-11), Exchange Rate / Payment on Delivery
 SACC Manual Clause C3025C (2008-05-12), Exchange Rate / Actual Cost
 SACC Manual Clause C0705C (2010-01-11), Discretionary Audit

6. Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must include the call-up and standing offer number.

2. When requiring the services under Stream 4, fees and expenses for the Contractor and all administrative costs of the mediation/arbitration, such as the cost of the hearing room and travel, shall be borne equally by the parties. The invoice must show the total cost and also the portion to be paid by Canada.

3. Invoices must be distributed as follows:

The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

7. SACC Manual Clauses

The following clauses set out in the SACC Manual will form part of the Contract:

A9062C (2011-05-16) Canadian Force Site Regulations
 A9068C (2010-01-11) Government Site Regulations
 A2001C (2006-06-16) Foreign Nationals (Foreign Contractor)
 A2000C (2006-06-16) Foreign Nationals (Canadian Contractor)

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8. Aboriginal Business Certification

SACC Manual Clause A3000C (2011-05-16)

9. Insurance

SACC Manual Clause G1005C (2008-05-12)

ANNEX "A"**STATEMENT OF WORK****1. BACKGROUND**

In 2005, section 207 of the Public Service Labour Relations Act (PSLRA) made it mandatory for all departments and agencies (as set out in the preamble of the PSLRA) to have in place an Informal Conflict Management System (ICMS). This section of the legislation therefore brought into the federal public service a new conflict management system designed to support the Government of Canada's commitment to "fair, credible and efficient resolution of matters arising in the workplace."

Section 207 provides the following: "Subject to any policies established by the employer or any directives issued by it, every deputy head in the core public administration must, in consultation with bargaining agents representing employees in the portion of the core public administration for which he or she is deputy head, establish an informal conflict management system and inform the employees in that portion of its availability."

An ICMS is a system for dealing with conflict that incorporates Alternative Dispute Resolution (ADR) methods into existing rights-based structures to form an integrated, multi-option conflict management system. It introduces a systematic approach to preventing conflict escalation by managing and resolving conflicts in the workplace quickly and constructively. It is a system that supports a culture of effective conflict management that emphasizes honest discussion and collaborative problem-solving between people who are involved in conflicts.

An ICMS is also about building productive working relationships between people. In addition to providing managers and employees with various options to deal with conflict issues (coaching, mediation, facilitation etc.), an ICMS includes training that allows them to develop conflict resolution skills and to build a common understanding for working through a wide array of conflict situations. The benefits of this training are significant in terms of increasing productivity, reducing stress and improving morale, and developing the collaborative relationships between managers and employees and among employees that are needed to work together to achieve organizational goals.

In addition to ICMS for the workplace, Canada may require conflict management services when they experience conflict with contractors during the administration of a government contract. In these cases, facilitation, mediation and arbitration services may be useful tools in helping to work through a business dispute.

2. INTRODUCTION

A National Master Standing Offer (NMSO) for the provision of Alternative Dispute Resolution Services on an 'as and when requested' basis as described below is being put in place to assist various Identified Users authorized to use the NMSO to fulfill their individual requirements. The services described below will be required in both of the official language of the Identified User's choice as well as in various locations across Canada.

Professional Services will be required within the following stream of service as described below:

Stream 4 - Commercial / Business - Part I - Facilitated Discussion / Mediation

A brief description of each type of ADR service is provided below. The description outlines the general nature of the services required. Individual Standing Offer Call-ups will elaborate on particular requirements within the context of the description provided.

3. DESCRIPTION OF SERVICES

STREAM 4 - COMMERCIAL/ BUSINESS - FACILITATED DISCUSSION / MEDIATION

Alternative dispute resolution (ADR) for commercial or business matters is a voluntary process in which an impartial/neutral third person (the Offeror) assists participants involved in a business dispute to create a mutually acceptable solution to their problem. ADR processes for commercial or business matters include facilitated discussion, mediation or arbitration.

Mediation is a process which involves the use of techniques to improve the flow of information in a meeting between participants in a dispute. It is procedural assistance provided to enable participants to communicate more effectively and move towards a possible agreement. It is an interest-based process to assist the participants in finding a mutually acceptable solution. Participants may sign an agreement to mediate and, upon conclusion, the settlement can also be verbal or written as agreed by the participants.

A facilitated discussion shares all of the elements of mediation except for the formality of mediation, in which written agreements with the participants, as signatories are optional.

Arbitration is a process in which participants in a dispute rely upon one or more persons to make a decision about the best action to take to resolve the dispute. The participants agree to abide by whatever decision the arbitrator(s) put forward. It is a settlement technique in which a third party reviews the case and imposes a decision that is legally binding to those in dispute.

PART I - Facilitated Discussion / Mediation

The Offeror must conduct facilitative discussions or mediations that involve a series of process stages, as appropriate:

1. **Pre-session preparation:** enables the Offeror to obtain information on the problem generally understand the nature of the conflict, learn about the individual characteristics of the participants and gain an understanding about what each participant wants to resolve through the Commercial or Business ADR to structure an ADR process that is most useful and comfortable for the persons involved. It also enables the Offeror to explain to the participants what they can expect to happen, prepare participants and set parameters for the joint session(s).
2. **Introducing the process:** sets the tone for the Commercial or Business ADR process, outlines expectations and establishes confidence in the process.
3. **Identifying the issues and setting the agenda:** provides opportunity for participants to tell their story, have an exchange of information to frame issues and priorities into agenda items.
4. **Exploring issues/interests:** helps generate "complete" information and better understanding of what is important to build common ground and move from positions to interests.
5. **Generating options:** helps identify possibilities to meet interests and evaluate options for developing a creative, unique and durable settlement outcomes.
6. **Reaching Agreement:** assists to package chosen option in sufficient detail to ensure durability of an agreement, and to articulate in writing, where applicable, the agreement reached.

A. Model:

The six-stage model outlined below is provided as a sample model only and may be adjusted according to the requirements of the particular Commercial or Business ADR process at hand. It provides a way to understand and discuss the key tasks and goals of each of the stages of the process. The following is a point form description of a basic sample model, outlining six key stages and the essential tasks to be accomplished in each.

Stage 1 - Pre-session preparation

Make contact with all participants and/or their counsel as appropriate
 Meet separately, if appropriate
 Understand the conflict
 Orientation for participants to ADR process
 Assess appropriateness for an ADR process
 Structure the selected process
 Set date and place of joint first session

Stage 2 - Introducing the process

Set the tone
 Outline the process
 Explain guidelines
 Explain roles
 Determine authority to settle
 Obtain a commitment to the process
 Assess readiness to proceed

Stage 3 - Identifying the issues and setting the agenda

Opening statements
 Assist participants to priorities issues
 Set the agenda

Stage 4 - Exploring issues/interests

Facilitate communication and understanding
 Ensure understanding of the situation, issues and interests
 Maintain respectful exchange
 Identify common ground
 Articulate key interests
 Reframe the positions to interests
 Clarify assumptions

Stage 5 - Generating options

Assist participants in generating options that meet interests
 Explore implications
 Check for feasibility of options
 Test options against objective criteria
 Detail steps for implementation
 Assess the Best Alternative to a Negotiated Agreement (BATNA)

Concretize options (who, what, when where)

Stage 6 - Reaching agreement

Define the final terms of the chosen option

Assist participants in writing an agreement, if applicable

Construct a contingency and ADR clause in agreement, if applicable

Have participants sign the agreement, if applicable

Determine basis and plan for evaluation

B. Deliverables:

Required deliverables may include but are not limited to:

- Confirmation of meeting with participants;
- Signed Agreement to mediate (as applicable);
- Signed Disposition Statement;
- Signed Minutes of Settlement or Statement of Partial Resolution (if achieved/ applicable)
- Rationale for inability to conclude matter (if applicable);
- Completion of Data Collection forms as required by the Identified User (as applicable); and
- Participants' Evaluation of the ADR practitioner(s).

APPENDIX 1 to ANNEX A CORPORATE PROFILE

CORPORATE PROFILE: SERVICE LOCATION, LANGUAGE CAPABILITY AND SECURITY

CLEARANCE. The Offeror should complete the following table to identify the language capability and the level of security clearance of the proposed resources for the identified cities where they can provide the services identified for each of the Service Stream that an offer is submitted for and where Canada will not incur travel and living expenses.

Corporate Name:

Work Stream:

SERVICE LOCATIONS Provinces and cities	Identify cities located in Canada where no travel and living expenses will incur	LANGUAGE CAPABILITY: Identify language capability by Location/cities – Use E=English, F=French, B=Bilingual	SECURITY CLEARANCE LEVEL: EN=Enhanced, S=Secret, T=Top Secret by location/cities	NAME OF RESOURCES AVAILABLE BY LOCATION /CITIES:
ATLANTIC REGION:				
NEW BRUNSWICK Moncton Saint John Fredericton				
NOVA SCOTIA Sidney Halifax				
NEWFOUNDLAND St. John's				
PRINCE EDWARD ISLAND				
QUEBEC REGION:				
Montreal Quebec City				
NATIONAL CAPITAL REGION:				
Ottawa Gatineau				
ONTARIO REGION:				

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Toronto Kitchener Markham Richmond Hills Mississauga Kingston Sudbury Timmins Windsor				

WESTERN REGION:

MANITOBA	Winnipeg				
SASKATCHEWAN	Regina				
ALBERTA	Calgary Edmonton				

PACIFIC REGION:

BRITISH COLUMBIA				
	Victoria Vancouver			

ANNEX "B"**BASIS OF PAYMENT
STREAM 4 - PART I****A – Initial Period of the Standing Offer**

For the initial period of the Standing Offer, the Contractor will be paid in accordance with the Basis of Payment specified in each approved Call-up, in accordance with the following:

1.0 Professional fees

The Contractor will be paid firm all-inclusive daily rates as follow:

NAME OF RESOURCE	FIRM ALL-INCLUSIVE DAILY RATE (IN CAD \$) INITIAL PERIOD (Date of issuance of the Standing Offer to April 30, 2015)	SERVICES LOCATIONS / identify cities where the resource can provide the services where Canada will not incur travel and living expenses

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 daily rate must be prorated to reflect the actual time worked in accordance with the following formula:

$$\frac{\text{Hours worked} \times \text{applicable per diem rate}}{7.5 \text{ hours}}$$

2.0 Cost Reimbursable Expenses**2.1 Authorized Travel and Living Expenses**

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the Treasury Board Travel Directive, and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

All travel must have the prior authorization of the Project Authority.

The authorized travel and living expenses will be paid upon submission of an itemized statement supported by receipt vouchers. All payments are subject to government audit.

Canada will not accept any travel and living expenses for:

- a. Work described in Part 6, Standing Offer and resulting Contract Clauses, required to be performed within the locations identified in Appendix 1 to Annex A - Corporate Profile Table;
- b. Any travel between the Contractor's place of business; and
- c. Any relocation of resources

required to satisfy the terms of the Contract. These expenses are included in the firm all-inclusive daily rates specified in subsection A-1.0 above.

3. Professional fees for additional resources

Maximum professional fees for Additional Personnel approved by PWGSC during the Standing Offer period:

a) the firm all-inclusive daily rate for additional resources proposed must not exceed the average overall all-inclusive daily rate of the resources proposed in the Offeror's Offer. The average overall daily rate will be calculated by adding the daily rate within the specific period for each resources dividing by the total number of resources.

B – Period beyond the Initial Period of the Standing Offer

This section is only applicable if the Standing Offer is authorized for use beyond the initial period of the standing offer is exercised by Canada.

During the extended period of the standing offer specified below, the Contractor will be paid in accordance with the Basis of Payment specified in each approved Call-up, in accordance with the following:

1.0 Professional fees

The Contractor will be paid firm all-inclusive daily rates as follow:

NAME OF RESOURCE	FIRM ALL-INCLUSIVE DAILY RATE (IN CAD \$) Year One	FIRM ALL-INCLUSIVE DAILY RATE (IN CAD \$) Year Two	FIRM ALL-INCLUSIVE DAILY RATE (IN CAD \$) Year Three	SERVICES LOCATIONS / identify cities where the resource can provide the services where Canada will not incur travel and living expenses

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ANNEX "C"

SECURITY REQUIREMENTS CHECK LIST

(see attached)

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ANNEX D
QUARTERLY STANDING OFFER BUSINESS VOLUME REPORT
(see attached)

[illegible]

* Document Type: Select the relevant cell and choose from the pick list options
 ** Reporting Period: Select the relevant cell and choose from the pick list options
 *** Department/Agency: Select the relevant cell and choose from the pick list options
 ***** Delivery Location (Province): Select the relevant cell and choose from the pick list options

NOTE: Please do not modify this sheet below this area

(This report covers all National Master Standing Offers, Regional Master Standing Offers, Departmental Individual Standing Offers and Supply Arrangements)

Call Up Details By Ordering Department or Agency						Comments
Department/Agency***	Delivery Location (Province)****	Total # of Orders for the Reporting Period (Quarter)	Total \$ Value of Orders For the Reporting Period (Incl GST/HST)	Total # of Orders for the FY To Date	Total \$ Value of Orders for the FY To Date (Incl GST/HST)	

Acronyms:

FY = Fiscal Year
SA = Supply Arrangement
SO = Standing Offer

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Contract Number / Numéro du contrat

E002G-090006/C-01

Security Classification / Classification de sécurité

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		2. Branch or Directorate / Direction générale ou Direction	
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 Alternative Dispute Resolution Services - Standing Offer			
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 Non 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 Non Oui	
6. Indicate the type of access required / Indiquer le type d'accès requis			
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED Information or assets? (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 checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui	
6. 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 type="checkbox"/> No <input checked="" type="checkbox"/> Yes Non Oui	
6. 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 Non 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 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 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 type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>	
PROTECTED B PROTÉGÉ B <input 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 type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	
SECRET SECRET <input 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"/>	



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Contract Number / Numéro du contrat

E60ZG-090005/C-01

Security Classification / Classification de sécurité

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 ☐ Yes
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 ☐ Yes

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 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 ☐ Yes
If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté? ☐ No ☐ Yes

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 ☐ Yes

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 ☐ Yes

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 ☐ Yes

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 ☐ Yes

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 ☐ Yes



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Security Classification / Classification de sécurité

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 CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET	NATO RESTRICTED NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET COSMIC TRÈS SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET
Information / Assets Renseignements / Biens Production											A	B	C			
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 LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

☒ No
Non

☐ Yes
Oui

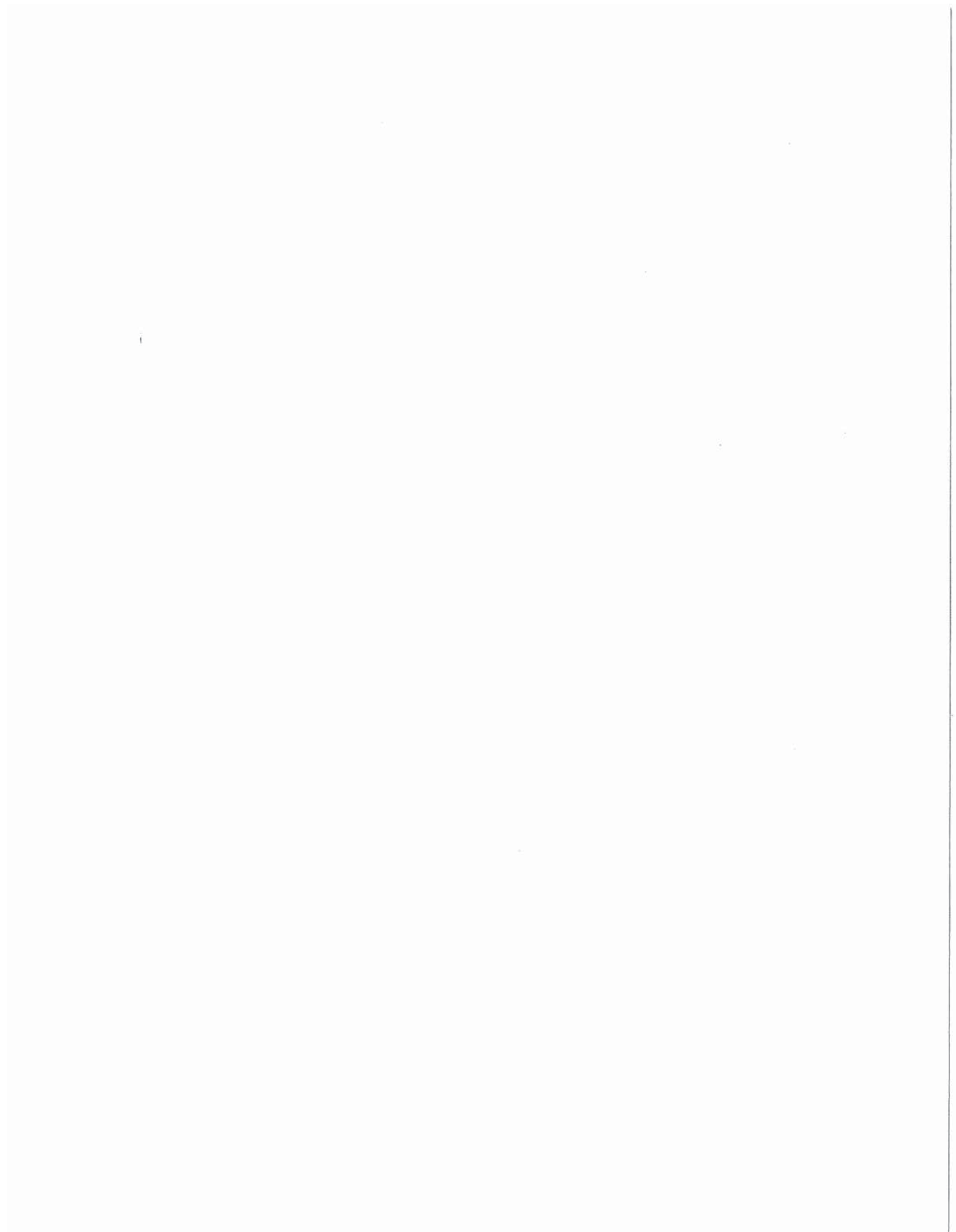
If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?
La documentation associée à la présente LVERS 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).





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Contract Number / Numéro du contrat

E60ZG-090005/C-02

Security Classification / Classification de sécurité
UNCLASSIFIED

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 ☐ Yes
Non 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 ☐ Yes
Non 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 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 ☐ Yes
Non Oui

If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté? ☒ No ☐ Yes
Non 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 ☐ Yes
Non 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 ☐ Yes
Non 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 ☐ Yes
Non 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 ☐ Yes
Non 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 ☐ Yes
Non Oui



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Contract Number / Numéro du contrat

E60ZG-090005/C-O2

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		Public Works and Government Services Canada	2. Branch or Directorate / Direction générale ou Direction Acquisitions
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 Alternative Dispute Resolution Services / Modes alternatifs de règlement des conflits			
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 Non <input type="checkbox"/> Yes 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 Non <input type="checkbox"/> Yes Oui	
6. Indicate the type of access required / Indiquer le type d'accès requis			
6. 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 Non <input checked="" type="checkbox"/> Yes Oui	
6. 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 Non <input type="checkbox"/> Yes Oui	
6. 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 Non <input type="checkbox"/> Yes Oui	
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès			
Canada <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 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 type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	
SECRET SECRET <input 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"/>	



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	SECRET	TOP SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COSMIC TOP SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET
				CONFIDENTIEL		TRÈS SECRET	NATO DIFFUSION RESTREINTE	NATO CONFIDENTIEL			COSMIC TOP SECRET TRÈS SECRET	A	B	C	CONFIDENTIEL	
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 LVERS 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.

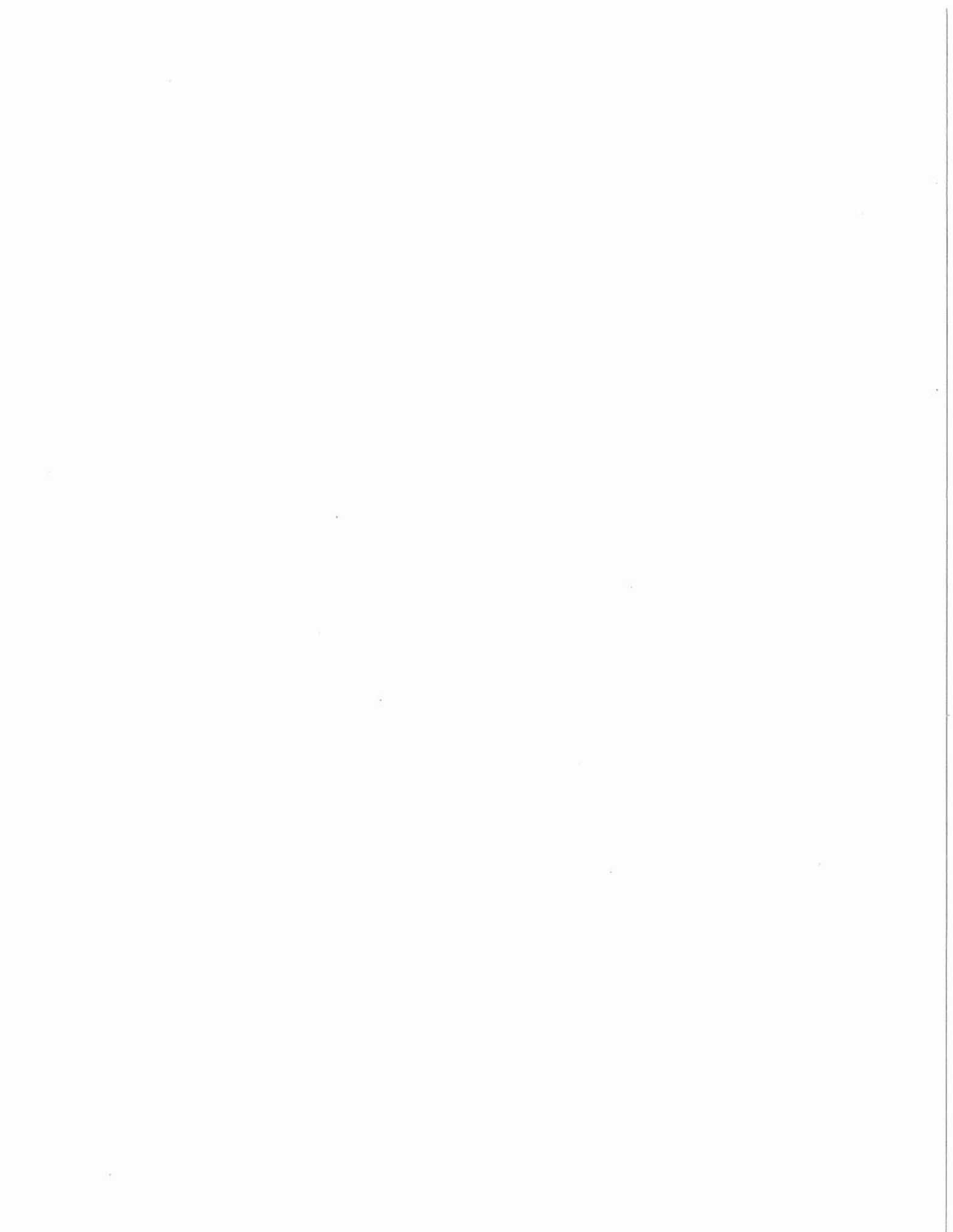
12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?

La documentation associée à la présente LVERS 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 indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).





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Contract Number / Numéro du contrat

E60ZG-090005/C-03

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		2. Branch or Directorate / Direction générale ou Direction Acquisitions
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 Alternative Dispute Resolution Services / Modes alternatifs de règlement des conflits		
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 Non <input type="checkbox"/> Yes 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 Non <input type="checkbox"/> Yes Oui
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. 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 Non <input checked="" type="checkbox"/> Yes Oui
6. 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 Non <input type="checkbox"/> Yes Oui
6. 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 Non <input type="checkbox"/> Yes Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <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 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 type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>
SECRET SECRET <input 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"/>



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Security Classification / Classification de sécurité
UNCLASSIFIED

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 ☐ Yes
Non 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 ☐ Yes
Non 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 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 ☐ Yes
Non Oui

If Yes, will unscreened personnel be escorted?

Dans l'affirmative, le personnel en question sera-t-il escorté?

☒ No ☐ Yes
Non 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 ☒ Yes
Non 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 ☐ Yes
Non 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 ☐ Yes
Non 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 ☒ Yes
Non 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 ☐ Yes
Non Oui



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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	TOP SECRET	TRES SECRET	NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL	NATO SECRET	COSMIC TOP SECRET COSMIC TRES SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP 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 LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

☒ No ☐ Yes
Non 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 LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

☒ No ☐ Yes
Non 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).

