



**Privy Council Office**  
**Bureau du Conseil privé**

## Return Bids to / Retourner les soumissions à:

Privy Council Office/Bureau du Conseil privé  
Mail Reception Area/Salle de réception de courrier  
11 rue Metcalfe Street  
Ottawa, Ontario  
K1P 5K9

## Request For Proposals / Demande de Proposition

### Proposal To: Privy Council Office

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

### Proposition aux: Bureau du Conseil privé

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

### Comments - Commentaires

Vendor/Firm Name and Address  
Raison sociale et adresse du fournisseur/de l'entrepreneur

### Issuing Office - Bureau de distribution

Procurement and Contracting Services/  
Service des acquisitions et des contrats  
90 Sparks, Room/pièce 800  
Ottawa, Ontario (Canada) K1A 0A3

<b>Title / Sujet</b> Canada-United States Information Sharing in the Regulatory Context	
<b>Solicitation No. - No de l'invitation</b> 50024-14	<b>Date</b> 2015-05-14
<b>Client Reference No. - No de référence du client</b> N/A	
<b>Solicitation Closes – L'invitation prend fin</b>  at –2:00 PM on – 2015-07-10	<b>Time Zone Fuseau horaire</b>  Eastern Daylight Time (EDT)
<b>FOB - FAB</b> Destination	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Kim McKortel	
<b>Email Address - Courriel</b> kim.mckortel@pco-bcp-gc.ca	<b>Fax No. - No de Fax</b> 613-947-0484
<b>Destination of Goods, Services and Construction: Destinations des biens, services et construction :</b> See Herein/ Voir aux présentes	

**Instructions : See Herein**

**Instructions : Voir aux présentes**

<b>Delivery Required - Livraison exigée</b> See Herein/ Voir aux présentes	<b>Delivery Offered - Livraison proposée</b>
<b>Vendor/Firm Name and Address</b> Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de telephone Facsimile No. - N° de télécopieur	
<b>Name and title of person authorized to sign on behalf of Vendor/Firm (type or print)</b>  <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>



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## **PART 1 - GENERAL INFORMATION**

### **1. Introduction**

The bid solicitation is divided into six parts plus attachments and annexes, as follows:

Part 1 General Information: provides a general description of the requirement;

Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;

Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;

Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;

Part 5 Certifications: includes the certifications to be provided;

Part 6 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Attachments include the Pricing Schedule and the Mandatory and Point-Rated Technical Criteria.

The Annexes include the Statement of Work, Basis of Payment and Security Requirements Checklist.

For services requirements, Bidders in receipt of a pension or a lump sum payment must provide the required information as detailed in article 3 of Part 2 of the bid solicitation.

### **2. Summary**

The Privy Council Office (PCO) has a requirement for a Contractor to identify what information sharing and use of information between Canadian and United States regulators is required in the course of cooperative regulatory activities and to identify examples how this is being done well and what opportunities may exist to expand best practices and approaches.

The contract period is estimated to be nine (9) months from contract award.

### **3. Debriefings**

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

### **4. Office of the Procurement Ombudsman**

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000 for goods and under \$100,000 for services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at [boa.opo@boa.opo.gc.ca](mailto:boa.opo@boa.opo.gc.ca). You can also obtain more information on the OPO services available to you at their website at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca).



## PART 2 - BIDDER INSTRUCTIONS

### 1. Standard Instructions, Clauses and Conditions

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

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

The 2003 (2014-09-25) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation with the following modifications:

- Section 01, Integrity Provisions-Bids, is deleted in its entirety and replaced with:  
Bidders must comply with the Code of Conduct for Procurement (<http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/index-eng.html>).
- Section 02 – Procurement Business Number, is deleted in its entirety.
- Section 05 – Subsection 5.4 is amended as follows:  
Delete: sixty (60) days  
Insert: ninety (90) days
- Section 06 – Late Bids is amended as follows:  
Delete: PWGSC  
Insert: PCO
- Section 07 – Delayed Bids is amended as follows:  
Delete: PWGSC  
Insert: PCO

### 2. Submission of Bids

Bids must be submitted to the Privy Council Office by the date, time and place indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted electronically or by facsimile to PCO 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 the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

#### DEFINITIONS

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



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

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

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

#### **FORMER PUBLIC SERVANT IN RECEIPT OF A PENSION**

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

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

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 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;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

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



#### **4. Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) business days before the bid closing date. Enquiries received after that time may not be answered. Business days are defined as Monday to Friday.

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

#### **5. Applicable Laws**

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

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

#### **6. Maximum Funding**

The maximum funding available for the Contract resulting from the bid solicitation is \$70,000.00 CAD (Applicable Taxes are extra). Bids valued in excess of this amount will be considered non-responsive. This disclosure does not commit Canada to pay the maximum funding available.



## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **1. Bid Preparation Instructions**

Canada requests that bidders provide their bid in separately bound sections as follows:

- Section I: Technical Bid (four (4) hard copies and one (1) soft copy on CD)
- Section II: Financial Bid (one (1) hard copy)
- Section III: Certifications (one (1) hard copy)

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

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

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

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

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 (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and 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.

#### **Section I: Technical Bid**

In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

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

#### **Section II: Financial Bid**

- 1.1 Bidders must submit their financial bid 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 The Bidder's proposed firm price in response to this RFP and resulting contract must include custom duties, all overhead, general & administrative costs and profit. The firm price also includes the following costs that may be incurred in providing the required services: office space, computer hardware and software, word processing, preparation of reports, photocopying, courier services, facsimile services, telephone services, all travel expenses.





### 1.3 Exchange Rate Fluctuation

The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

### **Section III: Certifications**

Bidders must submit the certifications required under Part 5.



### ATTACHMENT 1 TO PART 3 PRICING SCHEDULE

The Bidder must complete this pricing schedule and include it in its financial bid once completed.

Canada's total liability to the Contractor under the Contract shall not exceed **\$70,000.00 CAD**. *All price proposals exceeding this value will render the bidder's proposal non-responsive.*

DESCRIPTION OF SERVICES	TOTAL ALL-INCLUSIVE FIRM PRICE (APPLICABLE TAXES EXCLUDED)
Canada-United States Information Sharing in the Regulatory Context	



## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **1. Evaluation Procedures**

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

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

#### **1.1 Technical Evaluation**

##### **1.1.1 Mandatory Technical Criteria**

Refer to Attachment 1 to Part 4

##### **1.1.2 Point-Rated Technical Criteria**

Refer to Attachment 1 to Part 4

#### **1.2 Financial Evaluation**

Only the proposals that are technically responsive will be considered for financial evaluation. The price of the bid will be evaluated in Canadian dollars, Applicable Taxes are extra. For the purposes of bid evaluation, Attachment 1 to Part 3 Pricing Schedule will be used. The Bidder must provide an all-inclusive firm price for services being proposed in accordance with the bid solicitation, for the duration of the contract.

### **2. Basis of Selection – Highest Rated Within Budget**

1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation;
  - b. meet all mandatory technical evaluation criteria; and
  - c. obtain the required minimum of 108 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 155 points.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive. The responsive bid with the highest number of points will be recommended for award of a contract, provided that the total evaluated price (Attachment 1 to Part 3) does not exceed the budget available for this requirement.
3. If there is more than one bidder having the highest number of points, the Bidder with the lowest total evaluated price (Attachment 1 to Part 3) will be recommended for award of a contract. If there is more than one bidder having the highest number of points and the same total evaluated price (Attachment 1 to Part 3), the Bidder who achieved the highest point-rated score for R1 criteria will be recommended for award of a contract.



**ATTACHMENT 1 TO PART 4  
MANDATORY AND POINT-RATED TECHNICAL CRITERIA**

The information provided by the Bidder in this RFP will be assessed according to the mandatory and point-rated criteria listed below.

At bid closing, the Bidder must demonstrate **BEYOND ANY DOUBT** that the information provided complies with and meets the requirements set out in this solicitation and as outlined under the evaluation criteria.

Where a criterion specifies a timeframe (e.g. “within the last five (5) years”), the Solicitation closing date is the point of reference. Experience acquired or project completed before the specified timeframe will not be considered.

Bidders are requested to provide a start date, end date, and reference (name, title, telephone number and email address) for each experience or project used to respond to a criterion.

Failure on the part of the Bidder not meeting a mandatory criterion will result in the proposal being deemed non-compliant and no further consideration will be given.

Definition of “at least” or “minimum”: the minimal expectation for a requirement. No points will be given if the minimal expectation is not demonstrated.

**MANDATORY TECHNICAL CRITERIA**

	<b>Experience of the Bidder</b>	<b>Met</b>	<b>Not Met</b>	<b>Cross-Reference From Relevant Experience From Proposal and/or CV</b>
<b>M1</b>	<p>The Bidder must have completed at least one project in the past five years, involving research and analysis of Government of Canada statutes, policies and procedures respecting the collection, use and dissemination of information, including confidential information, <b>AND</b> at least one project in the past five years, involving research and analysis of U.S. government statutes, policies and procedures respecting the collection, use and dissemination of information, including confidential information.</p> <p>In responding to this criterion, the Bidder may submit a single project that involves <b>BOTH</b> research and analysis of Canadian statutes, policies and procedures respecting the collection, use and dissemination of information, including confidential information <b>AND</b> research and analysis of U.S. statutes, policies and procedures respecting the collection, use and dissemination of information, including confidential information (e.g., comparing and contrasting).</p> <p>To meet this criterion, the project(s) cited must have included at least one of the resources proposed for this RFP.</p>			



**POINT-RATED TECHNICAL CRITERIA**

	<b>Experience of the Bidder</b>	<b>Maximum Points Available</b>	<b>Points Obtained</b>	<b>Cross-Reference From Relevant Experience From Proposal and/or CV</b>
<b>R1</b>	<p>The Bidder should have experience in conducting research and analysis in the past five years involving statutes, rules and policies related to Canadian and/or U.S. government collection, use and dissemination of information, including confidential business information.</p> <p>An additional 20 points will be awarded if the Bidder can demonstrate experience providing research and analysis comparing/contrasting the Canadian and U.S. information management and confidentiality regimes.</p> <p>To meet this criterion, only projects that include the experience of at least one of the resources proposed for this RFP will be considered for evaluation purposes.</p>	<p>Maximum points available: 60 pts</p> <p>2 projects: 20 pts 3 projects: 30 pts 4 or more projects: 40 pts</p> <p>Additional pts: 20 pts</p>		
<b>R2</b>	<p>The Bidder should have experience in conducting research projects or providing advice in the past five years involving information management, use of information and/or confidentiality authorities, policies and/or processes specific to relevant Canadian and/or U.S. regulatory departments. See Statement of Work for a list of relevant departments.</p> <p>To meet this criterion, only projects that include the experience of at least one of the resources proposed for this RFP will be considered for evaluation purposes.</p>	<p>No experience: 0 pts</p> <p>One or more projects with one relevant department: 5 pts</p> <p>Projects with two relevant departments: 10 pts</p> <p>Projects with three or more relevant departments: 15 pts</p>		



Understanding of the Requirement		Maximum Points Available	Points Obtained	Cross-Reference From Relevant Experience From Proposal and/or CV
R3	The Bidder should demonstrate an understanding of the complexity, objectives and scope of the project.	<p>No information provided: 0 pts</p> <p>Poor/Limited: limited understanding; re-states information provided in Statement of Work: 1 to 10 pts</p> <p>Fair/Good: demonstrates a fair to good understanding of the complexity, objectives and scope of the project; elaborating on what is in the Statement of Work: 11 to 19 pts</p> <p>Excellent: very comprehensive understanding of the complexity, objectives and scope of the project: supported by use of external documents/studies/research: 20 to 25 pts</p>		
Technical Approach		Maximum Points Available	Points Obtained	Cross-Reference From Relevant Experience From Proposal and/or CV
R4	Proposed approach and discussion of methodologies used for collecting data and conducting research towards ensuring project objectives will be met.	<p>No information provided: 0 pts</p> <p>Poor/Limited: approach and discussion of methodologies used for collecting data and conducting research, lacking sufficient detail to demonstrate that project objectives will be met: 1 to 5 pts</p>		



		<p>Fair/Good: approach and discussion of methodologies towards ensuring project objectives will be met: 6 to 10 pts</p> <p>Excellent: approach and discussion of methodologies used for collecting data and conducting research, demonstrating ample knowledge, insight and detail to ensure project objectives will be met: 11 to 15 pts</p>		
	<b>Project Management Methodology</b>	<b>Maximum Points Available</b>	<b>Points Obtained</b>	<b>Cross-Reference From Relevant Experience From Proposal and/or CV</b>
<b>R5</b>	<p>The Bidder should describe their project management approach and methodology to ensure quality and achievement of project objectives. The methodology should be supported by a proposed work plan and a level of effort and schedule that demonstrates a logical organization of tasks to be completed. The level of effort for each task should align with the purpose and scope of the methodology, as well as with the technical approach described in R4.</p>	<p>No information provided: 0 pts</p> <p>Poor/Limited: project management approach and methodology are limited; does not demonstrate a logical organization of tasks to be completed; with flaws that could compromise the quality of the project or achievement of project objectives: 1 to 5 pts</p> <p>Fair/Good: project management approach and methodology demonstrate a logical organization of tasks to be completed and their scheduling; with flaws that do not necessarily compromise the quality or achievement of project objectives: 6 to 10 pts</p>		



		Excellent: project management approach and methodology demonstrate ample knowledge, insight and detail to ensure project objectives will be met using a logical organization of tasks to be completed; with no flaws identified: 11 to 15 pts		
	<b>Example of Written Work From the Bidder</b>	<b>Maximum Points Available</b>	<b>Points Obtained</b>	<b>Cross-Reference From Relevant Experience From Proposal and/or CV</b>
<b>R6</b>	<p>The Bidder should provide an example of previous work on a research and analysis project of similar scope and complexity (e.g., a final report, interim report) to demonstrate the Bidder's written and analytical capabilities.</p> <p>To meet this criterion, only work examples that have been produced by, (or by a team that included) at least one of the resources proposed for this RFP will be considered for evaluation purposes.</p>	<p>No work sample: 0 pts</p> <p>Poor/Limited: work sample is overly technical, uses an inappropriate tone and level of detail for the audience, is not logically sequenced, does not demonstrate analytical rigour or soundness of conclusions/recommendations: 1 to 10 pts</p> <p>Fair/Good: work sample is easily understood, covers key points, uses an appropriate tone and level of detail for the audience, presents points in a reasonable sequence, demonstrates sound analysis and provides conclusions/ recommendations which flow from the evidence in the paper: 11 to 19 pts</p>		





		<p>Excellent: work sample is engaging and convincing to readers, thorough in its coverage of relevant issues, uses an appropriate tone and level of detail for the audience, is well-organized and logical in its flow, provides excellent or original analysis and evidence and provides convincing conclusions/ recommendations which flow logically from the evidence in the paper: 20 to 25 pts</p>		
	<p><b>Maximum Points Available – 155</b> <b>Minimum Points Required – 108</b></p>			
	<p><b>TOTAL POINTS ACHIEVED</b></p>			



## **PART 5 - CERTIFICATIONS – PRECEDENT TO CONTRACT AWARD**

By submitting a bid, the Bidder certifies that the Bidder is in compliance with the following certifications.

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its obligations under the Contract, if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

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

### **1. Status and Availability of Resources**

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

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

### **2. Education and Experience**

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



## PART 6 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

### 1. Statement of Work

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

### 2. Standard Clauses and Conditions

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

#### 2.1 General Conditions

2035 (2014-09-25), General Conditions - Higher Complexity - Services, apply to and form part of the Contract with the following modifications:

- Section 01 – Interpretation is amended as follows:

Delete:

"Canada", "Crown", "Her Majesty" or "the Government" means Her Majesty the Queen in right of Canada as represented by the Minister of Public Works and Government Services and any other person duly authorized to act on behalf of that minister or, if applicable, an appropriate minister to whom the Minister of Public Works and Government Services has delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister;

And replace with:

"Canada", "Crown", "Her Majesty" or "the Government" means Her Majesty the Queen in right of Canada as represented by the Minister responsible for the Privy Council Office and any other person authorized to act on behalf of that minister or, where the Minister of Public Works and Government Services has delegated his or her powers, duties or functions to the Minister responsible for the Privy Council Office, the minister or any other person duly authorized to exercise such powers.

- Section 41 - Integrity Provisions – Contract is deleted in its entirety and replaced with:

Code of Conduct and Certifications: The Contractor certifies that it has read the Code of Conduct for Procurement and agrees to be bound by its terms (<http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/conduite-conduct-eng.html>).

#### 2.2 Supplemental General Conditions

4006 (2010-08-16), Contractor to Own Intellectual Property Right in Foreground Information, apply to and form part of the Contract.

### 3. Security Requirement

The Contractor and/or its employees MUST, at all time, be escorted on the Privy Council Office and/or Prime Minister's Office premises by the Project Authority or by a suitable replacement appointed by the Project Authority.

The Contractor and/or its employees MUST NOT have access to any PROTECTED or CLASSIFIED information or assets from the identified work site(s).



The Contractor and/or its employees MUST NOT remove any PROTECTED or CLASSIFIED information or assets from the identified work site(s).

The Contractor and/or its employees MUST NOT use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data.

**4. Term of Contract**

**4.1 Period of the Contract**

The period of the Contract is from date of award to \_\_\_\_\_ inclusive. (insert at contract award)

**5. Authorities**

**5.1 Contracting Authority**

The Contracting Authority for the Contract is: (insert at contract award)

Name: \_\_\_\_\_(or authorized representative)  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
Facsimile: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
E-mail address: \_\_\_\_\_

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

**5.2 Project Authority**

The Project Authority for the Contract is: (insert at contract award)

Name: \_\_\_\_\_(or authorized representative)  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
Facsimile: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
E-mail address: \_\_\_\_\_

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

**5.3 Contractor's Representative**

(insert at contract award)



## **6. Proactive Disclosure of Contracts with Former Public Servants (To be removed at contract award if not applicable)**

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.

## **7. Payment**

### **7.1 Basis of Payment**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in Annex "B" for cost of \$ \_\_\_\_\_ (insert at contract award). Customs duties are included and Applicable Taxes are extra.

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.

### **7.2 Method of Payment**

Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Contract and the payment provisions of the Contract if:

- a. an accurate and complete claim for payment and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all work associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada.

### **7.3 SACC Manual Clauses**

A9117C (2007-11-30), T1204 – Direct Request by Customer Department

## **8. Invoicing Instructions**

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.

Invoices must be distributed as follows:

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

## **9. Certifications**

### **9.1 Compliance**

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

## **10. Applicable Laws**

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_. (insert at contract award)



## 11. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions 4006 (2010-08-16), Contractor to Own Intellectual Property Rights in Foreground Information;;
- (c) the General Conditions 2035 (2014-09-25); Higher Complexity - Services
- (d) Annex "A", Statement of Work
- (e) Annex "B", Basis of Payment;
- (f) Annex "C", Security Requirements Checklist;
- (g) the Contractor's bid dated \_\_\_\_\_, (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award:* ", as clarified on \_\_\_\_\_ " **or** ",as amended on \_\_\_\_\_ " *and insert date(s) of clarification(s) or amendment(s)*).

## 12. Foreign Nationals (Canadian Contractor) (to be determined at contract award)

SACC Manual clause A2000C \_\_\_\_\_ (*insert date*) Foreign Nationals (Canadian Contractor)

**OR**

## 12. Foreign Nationals (Foreign Contractor)

SACC Manual clause A2001C \_\_\_\_\_ (*insert date*) Foreign Nationals (Foreign Contractor)

## 13. Insurance

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

## 14. Dispute Resolution Services

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the Department of Public Works and Government Services Act will, on request, and consent of the parties, to participate in an alternative dispute resolution process to resolve any dispute between the parties respecting the interpretation or application of a term and condition of this contract and their consent to bear the cost of such process, provide to the parties a proposal for an alternative dispute resolution process to resolve their dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at [boa.opo@boa.opo.gc.ca](mailto:boa.opo@boa.opo.gc.ca).

## 15. Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will review a complaint filed by the contractor respecting administration of this contract if the requirements of Subsection 22.2(1) of the *Department of Public Works and Government Services Act* and Sections 15 and 16 of the Procurement Ombudsman Regulations have been met, and the interpretation and application of the terms and conditions and the scope of the work of this contract are not in dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at [boa.opo@boa.opo.gc.ca](mailto:boa.opo@boa.opo.gc.ca).



## ANNEX "A" STATEMENT OF WORK

### 1. Title

1.1 Canada-U.S. Information Sharing in the Regulatory Context

### 2. Objectives

2.1 Under the U.S.-Canada Regulatory Cooperation Council (RCC), both countries are pursuing more enhanced collaboration between regulatory departments and agencies and across multiple sectors. Announced by President Obama and Prime Minister Harper in 2011, this work includes many forms of cooperation, including joint development activities (e.g., standard setting, product reviews), collaboration in the mutual recognition of regulatory outcomes (e.g., binational modernization of food safety regimes) or undertaking work for or on behalf of the other party (e.g., marine safety inspections or programs to address 3<sup>rd</sup> party import risks on behalf of both countries). One of the key requirements for successful U.S.-Canada regulatory cooperation relates to the exchange of information among regulators, including the status and use of this information.

2.2 The overall objective of this contract is to identify what information sharing and use of information between Canadian and U.S. regulators is required in the course of cooperative regulatory activities and to identify examples how this is being done well and what opportunities may exist to expand best practices and approaches. To support this objective, the Contractor will need to: 1) identify how information is being shared to support greater regulatory cooperation and joint work; 2) categorize the key areas where information sharing and use will be required to support cooperation (e.g., risk assessment data, testing results, inspection reports, including their use to trigger compliance and enforcement actions, etc.); 3) identify the challenges or obstacles to the sharing of this information and where these are rooted (e.g., statutory prohibitions, administrative policies, etc.); and 4) inventory measures that presently enable regulators to work within some of these limitations.

2.3 The Regulatory Cooperation Council intends to draw upon this research during its next phase of work to facilitate greater information-sharing by regulators and thereby enhance opportunities for Canada-U.S. regulatory alignment.

### 3. Background, Assumption and Specific Scope of the Requirement

3.1 The sharing and active use of information between regulators takes place across the range of regulatory activities – e.g., information on regulated parties and their performance, technical data and analysis for reviews and approvals, information regarding products originating from third parties, test results, inspection results, etc. However, very real limitations are present, insofar as some regulatory departments and agencies are unable to share information with foreign regulators or act upon certain kinds of information received from the other party. While information sharing itself can be challenging, the use of this information for regulatory purposes, once shared, needs to be secured.

3.2 Authorities and procedures for information exchange and use can be rooted in statutory or regulatory authority (e.g., departmental statutes), conventions and practices, internal policies or administrative procedures, or simply the absence of frameworks that facilitate sharing.

3.3 Further analysis is required to better understand the statutory authorities and related policies that determine the boundaries for sharing regulatory-related information between Canadian and U.S. departments and agencies and by extension the scope for increased regulatory cooperation.

3.4 Some preliminary research into the statutory and policy barriers to information-sharing by Canadian regulators, as well as existing tools to enable information-sharing by the same, has been completed and will be shared with the Contractor upon award of the contract.



#### 4. Scope of Work

4.1 The Contractor must address the following issues:

- 4.1.1 An identification of areas of regulatory business and cooperative regulatory activities where better information sharing would be a component of enhanced Canada-US regulatory cooperation (e.g., joint product review and approvals, common standard setting, etc.).
- 4.1.2 An identification of limitations on information sharing which impede increased regulatory cooperation, including the relevant regulations administered by the following pairing of regulatory departments and agencies.

<b>U.S. Departments / Agencies</b>	<b>Canadian Departments / Agencies</b>
U.S. Environmental Protection Agency	Environment Canada Transport Canada Health Canada (including Pest Management Regulatory Agency)
U.S. Consumer Product Safety Commission	Health Canada (Consumer Product Safety Directorate)
U.S. Department of Health and Human Services (Food and Drug Administration)	Health Canada Canadian Food Inspection Agency Public Health Agency of Canada
U.S. Department of Transportation (including National Highway Traffic Safety Administration, Federal Aviation Administration, Federal Railroad Administration, Pipeline and Hazardous Materials Safety Administration)	Transport Canada
U.S. Coast Guard	Transport Canada
U.S. Department of Agriculture (with emphasis on Food Safety Inspection Service and Animal and Plant Health Inspection Service)	Canadian Food Inspection Agency
U.S. Department of Energy (Office of Energy Efficiency and Renewable Energy)	Natural Resources Canada
U.S. Department of Labor (Occupational Safety and Health Administration)	Health Canada (Workplace Hazardous Materials Bureau)
U.S. Department of Commerce (National Oceanic and Atmospheric Administration)	Fisheries and Oceans Canada
U.S. Nuclear Regulatory Commission	Canadian Nuclear Safety Commission

- 4.1.3 Related to the areas identified in 4.1.1, a categorization of the types of activities and related information that regulators need to share in the course of their regulatory cooperation activities, and the associated obstacles to sharing/use of that information as faced by regulators in both countries.
- 4.1.4 Related to the areas identified in 4.1.1, an identification of the key statutes or regulations in Canada and the U.S. (both government-wide and department/agency specific) that limit the sharing of non-public information between foreign governments, and analysis in each case of how these existing requirements limit the activities of regulators.
- 4.1.5 Related to the areas identified in 4.1.1, an inventory of the government-wide and/or department-specific policies and practices that may limit information-sharing and use where there are no legislative barriers to doing so.





4.1.6 Related to the areas identified in 1, identify measures that currently facilitate the sharing and use of regulatory-related information between governments (e.g., information-sharing arrangements, MOUs). This should also include an inventory of technical options or information sharing tools (i.e., secure web portals, etc.) that may facilitate information exchange between regulators, including their potential limitations or barriers.

4.1.7 The identification of areas for further research.

4.2 In undertaking the analysis on the above-noted issues, the Contractor must:

4.2.1 Engage with the Project Authority to produce an outline and proposed methodology for the study.

4.2.2 Interview Canadian and U.S. federal regulators and their legal counsel, RCC staff, and others as required to develop an understanding of the legal, policy and other barriers to information-sharing between Canadian and U.S. regulators as well as an assessment of the potential to use voluntary agreements or other arrangements to address the barriers identified.

4.2.3 Review other information sources, including texts of relevant legislation, government documents and available third-party literature.

4.2.4 Analyze the results, organize them, and present them in a format acceptable to the Project Authority. The analysis should cover all of the topics listed under the Scope above.

## 5. Deliverables

5.1 The Contractor must complete and submit the following deliverables to the Project Authority as follows:

5.1.1 Initial discussion: the Contractor will have a discussion with the Project Authority to confirm objectives, scope, methodology, deliverables, and timeframes. The Project Authority will provide relevant documentation to assist the contractor in launching the work. – 1 week after contract award

5.1.2 Work plan and draft table of contents: A schedule of deliverables including description of the proposed methodology and a presentation of an outline of the final report. – 4 weeks after contract award

5.1.3 Interim report: reflecting work completed to date, including preliminary results from analysis. The Project Authority will provide feedback on this interim report within two weeks of its receipt. – 16 weeks after contract award

5.1.4 Draft final report: The Contractor must submit a draft version of the final report for review and input by the Project Authority. The Project Authority will provide feedback on the draft final report within two weeks of its receipt. – 22 weeks after contract award

5.1.5 Final report reflecting feedback received from the Project Authority. – 26 weeks after contract award

5.2 The draft and final reports must be delivered in English.

## 6. Language Requirement

6.1 The Contractor must be able to provide the service in English.

## 7. Project Management

7.1 Oversight of the research will be undertaken by the Canada-US Regulatory Cooperation Council Secretariat in the Privy Council Office of the Government of Canada in consultation with the US RCC Secretariat in the Office of Information and Regulatory Affairs (Executive Office of the President).



- 7.2 The Contractor must consult regularly with the RCC secretariat in Ottawa to provide updates on the progress of their work.
- 7.3 The RCC secretariats will provide the Contractor with appropriate contacts / introductions to federal regulators that could provide useful background on the issues to be addressed in this contract.

## **8. Location of Work and Travel Requirements**

- 8.1 The Project Authority is located in Ottawa. The Contractor may conduct the work remotely. The Contractor will be responsible for providing own work facilities, and any resources relating to the conduct of this research, including travel, if required.

## **9. Reference Material**

- 9.1 For more details on the RCC, including key publications, please visit <http://actionplan.gc.ca/en/page/rcc-ccr/regulatory-cooperation-council>. Interested bidders are encouraged to review the RCC Joint Forward Plan (2014), RCC Joint Action Plan (2011) and RCC Terms of Reference (2011).



**ANNEX "B"  
BASIS OF PAYMENT**

The Contractor will be paid in accordance with the following Basis of Payment for Work performed pursuant to the Contract.

**MILESTONE PAYMENTS**

<b>MILESTONES</b>	<b>FIRM PRICE (percentage based)</b>
<p>Milestone #1 - upon completion and approval of the following deliverables:</p> <p>5.1.1 Initial discussion; and 5.1.2 Work plan and draft table of contents</p>	<p><b>10%</b> <b>\$_____ (insert at contract award)</b></p>
<p>Milestone #2 - upon completion and approval of the following deliverable:</p> <p>5.1.3 Interim report</p>	<p><b>30%</b> <b>\$_____ (insert at contract award)</b></p>
<p>Milestone #3 - upon completion and approval of the following deliverable:</p> <p>5.1.4 Draft final report</p>	<p><b>30%</b> <b>\$_____ (insert at contract award)</b></p>
<p>Milestone #4 - upon completion and approval of the following deliverable:</p> <p>5.1.5 Final report</p>	<p><b>30%</b> <b>\$_____ (insert at contract award)</b></p>
<b>TOTAL FIRM PRICE (Applicable Taxes excluded)</b>	



### ANNEX "C" SECURITY REQUIREMENTS CHECKLIST



Government of Canada  
Gouvernement du Canada

Contract Number / Numéro du contrat 50024-14
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 Privy Council Office/Bureau du Conseil privé	2. Branch or Directorate / Direction générale ou Direction Regulatory Cooperation Council Secretariat/Secrétariat du	
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 Canada-United States Information Sharing in the Regulatory Context Échange de renseignements entre le Canada et les États-Unis dans le contexte de la réglementation		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> Non <input type="checkbox"/> Oui		
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> Non <input type="checkbox"/> Oui		
6. Indicate the type of access required / Indiquer le type d'accès requis		
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 checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> Non <input type="checkbox"/> 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 <input type="checkbox"/> Non <input type="checkbox"/> 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 <input type="checkbox"/> Non <input type="checkbox"/> Oui		
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input 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"/>
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"/>

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité





Government of Canada  
Gouvernement du Canada

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**PART A (continued) / PARTIE A (suite)**

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

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?  No / Non  Yes / Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :  
Document Number / Numéro du document :

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

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

<input 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 : No clearance is required/Aucune cote de sécurité requise

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

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

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

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

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

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

**PRODUCTION**

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

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

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

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

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité





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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 CLASSIFIÉE			NATO				COMSEC						
	A	B	C	CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRES SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COSMIC TOP SECRET COSMIC TRES SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET TRES SECRET	
							NATO DIFFUSION RESTREINTE	NATO CONFIDENTIEL	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 / 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).