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**REFRESH:**

This is a solicitation to refresh the existing Supply Arrangement NRCan-5000013366; for the provision of Evaluation Services to Natural Resources Canada (NRCan). All potential suppliers capable of meeting the requirements of this solicitation are invited to reply to this solicitation to provide the Services under the framework of the resulting Supply Arrangement. Only suppliers that are pre-qualified at the time individual RFPs are issued against this Supply Arrangement will be eligible to bid for the requested Services.



## PART 1 – GENERAL INFORMATION

### 1. Introduction

The Request for Supply Arrangement (RFSAs) is divided into six (6) parts plus attachments and annexes, as follows:

- Part 1: General Information:** provides a general description of the requirement;
- Part 2: Supplier Instructions:** provides the instructions applicable to the clauses and conditions of the RFSAs;
- Part 3: Arrangement Preparation Instructions:** provides suppliers with instructions on how to prepare the arrangement to address the evaluation criteria specified;
- Part 4: Evaluation Procedures and Basis of Selection:** indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the arrangement, the security requirement and the basis of selection;
- Part 5: Certifications:** includes the certifications to be provided; and
- Part 6:**  
**6A – Supply Arrangement:** includes the Supply Arrangement (SA) with the applicable clauses and conditions;  
**6B – Bid Solicitation:** includes the instructions for the bid solicitation process within the scope of the SA;  
**6C – Resulting Contract Clauses:** includes general information for the conditions which will apply to any contract entered into pursuant to the SA.

The Annexes include:

- Annex “A” – Statement of Work**  
**Annex “B” – Report Card**  
**Annex “C” - Security Requirement Checklist**

and any other annexes that may apply to this RFSAs.

### 2. Summary

The objective of this Request for Supply Arrangement (RFSAs) is to qualify a number of firms that will provide general and specialized expertise within a broad range of evaluation services on an “as and when required” basis to the Strategic Evaluation Division of Natural Resources Canada (NRCAN).

This procurement is subject to the provisions of the following Trade Agreements:

- World Trade Organization on Government Procurement (WTO-AGP)
- North American Free Trade Agreement (NAFTA)
- Agreement on Internal Trade (AIT)
- Canada-Chile Free Trade Agreement (CCFTA)
- Canada-Peru Free Trade Agreement (CPFTA)
- Canada-Colombia Trade Agreement
- Canada-Panama Trade Agreement

### 3. Security Requirement

There is a security requirement associated with this requirement, as detailed below. Only the Project Manager or Senior Evaluator need to hold a valid **SECRET** clearance. All other resources must have a valid **Reliability** clearance.



1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Facility Security Clearance at the level of **SECRET**, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to CLASSIFIED information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of **SECRET**, granted or approved by CISD/PWGSC.
3. The Contractor/Offeror MUST NOT remove any CLASSIFIED information from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of 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).

#### **4. Debriefings**

After issuance of a Supply Arrangement, suppliers may request a debriefing on the results of the Request for Supply Arrangement process. Suppliers should make the request to the Supply Arrangement Authority within 15 working days of receipt of the results of the Request for Supply Arrangement process. The debriefing may be in writing, by telephone or in person.

#### **5. Basis for Canada's Ownership of Intellectual Property**

Natural Resources Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds:

- *To generate knowledge and information for public dissemination*

NRCAN reserves the right to grant, upon written request, a license to exercise the required Intellectual Property Rights in such Canada-owned information to the successful Contractor.

For reference, the Treasury Board Site is: <http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=13697>



## PART 2 – SUPPLIER INSTRUCTIONS

### 1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Supply Arrangement (RFSa) 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 (PWGSC).

Suppliers who submit an arrangement agree to be bound by the instructions, clauses and conditions of the RFSa and accept the clauses and conditions of the Supply Arrangement and resulting contract(s).

The **2008 (2016-04-04) – Standard Instructions – Request for Supply Arrangements – Goods or Services**, are incorporated by reference into and form part of the RFSa.

**Subsection 5.4 – Submission of Arrangements** of 2008 (2016-04-04) – Standard Instructions – Request for Supply Arrangements – Goods or Services, is amended as follows:

DELETE: sixty (60) days  
INSERT: one hundred and twenty (120) days

**Subsection 6.0 – Late Arrangements** of 2008 (2016-04-04) – Standard Instructions – Request for Supply Arrangements – Goods or Services, is amended as follows:

DELETE: PWGSC  
INSERT: NRCAN

**Subsection 8.1 – Transmission by Facsimile** of 2008 (2016-04-04) – Standard Instructions – Request for Supply Arrangements – Goods or Services, is amended as follows:

DELETE: 819-997-9776  
INSERT: 613-992-2920

The **4007 (2010-08-16) – Canada to Own Intellectual Property Rights to Foreground Information**, are incorporated by reference into and form part of the RFSa.

### 2. Submission of Arrangements

Arrangements must be submitted only to Natural Resources Canada (NRCAN) Bid Receiving Unit by the date, time and place indicated on Page 1 of the Request for Supply Arrangements.

Natural Resources Canada  
Bid Receiving Unit - Mailroom  
588 Booth Street, Room 108  
Ottawa, Ontario K1A 0Y7  
**Attention: Valerie Holmes**

It is requested that the Bidder's name, return address, Request for Proposal Number, and Bid Closing Date appear legibly on the outside of the envelope containing the Bidder's proposal. Failure to do so may result in bids being misdirected. **NRCAN will not assume responsibility for proposals directed to any other location.**



The onus is on the Bidder to ensure that the proposal is delivered to the location above. Not complying with the above instructions may result in NRCan's inability to ascertain reception date and/or to consider the bid prior to contract award. Therefore, NRCan reserves the right to reject any proposal not complying with these instructions.

**NOTE: WHEN SUBMITTING A BID TO THIS REQUIREMENT, BIDDERS MUST ENSURE THAT THE RFSA NUMBER AND CLOSING DATE ARE CLEARLY DETAILED ON ALL ENVELOPES, INCLUDING COURIER ENVELOPES AND/OR BOXES, IN ORDER TO AVOID ANY CONFUSION AT THE BID RECEIPT UNIT WHEN PACKAGES ARE RECEIVED WITHOUT ANY INDICATION AS TO WHAT THEY ARE FOR.**

2.1 Due to the nature of the bid solicitation, bids transmitted by facsimile or electronic mail to NRCan will not be accepted.

### **3. Enquiries – Request for Supply Arrangements**

All enquiries must be submitted in writing to the Supply Arrangement Authority no later than **three (3)** calendar days before the Request for Supply Arrangements (RFSA) closing date. Enquiries received after that time may not be answered.

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

### **4. 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.

Suppliers 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 Suppliers.



## PART 3 – ARRANGEMENT PREPARATION INSTRUCTIONS

### 1. Arrangement Preparation Instructions

a) **Copies of Bids:** Canada requests that Bidders provide their bid in separately bound sections as follows:

Natural Resources Canada encourages the use of recycled paper and **two-sided printing**. Reduction in the size of documents will contribute to Natural Resources Canada's sustainable development initiatives and reduce waste.

In support of the Policy on Green Procurement, it is requested that bidders provide their bid in separately bound sections as follows:

#### **HARD COPY:**

**Section I:** Technical Bid – 4 copies (1 original, 3 copies)

**Section II:** Certifications – 1 copy

OR:

#### **ELECTRONIC STORAGE MEDIA (Preferred Method):**

Since NRCan is working towards a greener environment by eliminating all hard copy file folders, we prefer to have all bids on a CD/DVD or USB. If you wish to submit in this format, please provide the following:

**Section I:** Technical Bid – 4 copies (1 original, 3 copies)

**NOTE:** 1 CD/DVD/USB will contain: 1 Technical, Certifications and signed first page  
3 CD/DVD/USB will contain: just the Technical Bid

**Section II:** Certifications – 1 copy (included with original Technical Bid)

**Note: NRCan will accept either Hard copy or Electronic Storage Media submitted bids. However, it is NRCan's preference that you submit via Electronic Storage Media in order to support to our Green Initiative.**

No payment shall be made for costs incurred by the Bidder in the preparation and submission of a proposal in response to this RFP.

All fees, associated with the transfer of data or of all documents as may be required by NRCan as part of the solicitation process, are the responsibility of the Bidder. No costs incurred by the Bidder before receipt of a signed contract or specified written authorization from the Contracting Authority can be charged to any resulting contract.

**NOTE: WHEN SUBMITTING A BID TO THIS SOLICITATION AND YOU USE A COURIER SERVICE, YOU ARE ADVISED TO WRITE THE BID SOLICITATION NUMBER, CLOSING DATE AND TIME ON THE FRONT OF THE COURIER PACKAGE; NOT JUST ON THE ENVELOPES WITHIN THE COURIER PACKAGE IN ORDER TO AVOID ANY UNCERTAINTY FROM OUR BID RECEIPT UNIT WHEN RECEIVING BIDS WITHOUT ANY INDICATION WHAT THEY ARE FOR.**

b) **Format of Bid:** Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- i. use 8.5 x 11 inch (216 mm x 279 mm) paper;
- ii. use a numbering system that corresponds to the bid solicitation;
- iii. include a title page at the front of each volume of the bid that includes the title, date, bid solicitation number, bidder's name and address and contact information of its representative; and
- iv. Include a table of contents.





- c) **Canada's Policy on Green Procurement:** The policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process See the [Policy on Green Procurement \(http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html\)](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html). To assist Canada in reaching its objectives, bidders are encouraged to:
- i. use paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and
  - ii. 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 Arrangement**

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

### **Section II - Certifications**

Suppliers must submit the certifications required under Part 5.



## PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

### 1. Evaluation Procedures

- (a) The Mandatory Requirements listed below will be evaluated on a simple pass/fail basis. Proposals which fail to meet the Mandatory Requirements will be deemed non-responsive and will be given no further consideration.
- (b) Proposals MUST demonstrate compliance with ALL of the following Mandatory Requirements and MUST provide the necessary details and documentation, as appropriate, to support compliance.
- (c) An evaluation team composed of representatives of Canada will evaluate the offers.

#### 1.1 Technical Evaluation

##### 1.1.1 Mandatory Technical Criteria

Item	Mandatory Requirement	Compliant	Proposal Page #
<b>M1</b>	<p>The Bidder MUST propose at least one (1) resource for the categories detailed below and provide an up-to-date curriculum vitae (CV) for all proposed resources.</p> <ul style="list-style-type: none"> <li>• Project Manager</li> <li>• Senior Evaluator</li> <li>• Evaluator</li> <li>• Junior Evaluator</li> </ul> <p><b>Note:</b> The Bidder can use associates as alternatives. If so, the Bidder MUST provide a CV and certification that the associates, whether used in whole or in part, that they agree to provide services on an “as and when required” basis.</p> <p><b>*Note:</b> the use of Junior Evaluators is optional and will be further evaluated under the Point Rated Requirements.</p> <p>The CV’s MUST include the following information:</p> <ul style="list-style-type: none"> <li>• Name;</li> <li>• Title/Position;</li> <li>• Language Capabilities;</li> <li>• Security Clearance, Security clearance number, and Date of Expiry;</li> <li>• Education;</li> <li>• Professional Qualifications / Memberships in Professional Associations;</li> <li>• Employment History;</li> <li>• Relevant Experience (Projects);</li> <li>• Project Title;</li> <li>• Client;</li> <li>• Description of Project, Duration &amp; Dates;</li> </ul>	<input type="checkbox"/> Yes <input type="checkbox"/> No	



Item	Mandatory Requirement	Compliant	Proposal Page #
	<ul style="list-style-type: none"> <li>Individual's Level of Effort in Person Days;</li> <li>Detailed Role on Project</li> </ul> <p>A resource cannot be proposed in more than one (1) category, unless an Associate.</p>		
<b>M2</b>	<p>The proposed resources MUST have a degree from a recognized university</p> <p><b>And/Or:</b></p> <p>A minimum of five (5) years of evaluation experience, with the exception of the Junior Evaluator.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>M3</b>	<p>The Bidder MUST provide at least one (1) resource who is fluently bilingual in both official languages (English and French), and who can conduct interviews in the language of the interviewees choice, with the exception of the Junior Evaluator.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>M4</b>	<p>The Bidder MUST provide resources that have a valid security clearance issued by the Canadian Industrial Security Directorate (CISD) of Public Works and Government Services Canada (PWGSC). At least one (1) senior member of the Evaluation Team MUST have a valid <b>SECRET</b> clearance (Project Manager or Senior Evaluator) and all other team members MUST have a valid <b>Reliability</b> clearance.</p> <p><b>Note: The Bidder MUST hold the security clearance of all proposed resources at time of bid closing. Should the Bidder not hold the security clearance of all proposed resources, then the Bidder MUST request a duplicate of the resource(s) clearance from CISD prior to bid closing.</b></p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>M5</b>	<p>The Bidder's proposal MUST be clear and concise and make it easy for the evaluators to find the relevant information. In order to do this, the Bidder's proposal MUST highlight, bold or bracket within their proposal what project pertains to what criteria (i.e. <b>Project 1: (M1) or, (R2)</b>);</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>M6</b>	<p>The Bidder MUST have knowledge and understanding of the policies governing evaluation and performance measurements in the federal Government of Canada. This needs to be clearly detailed in the Bidder's proposal.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	

## 2. Basis of Selection

SA's will be issued to Suppliers who meet all of the Mandatory Requirements and achieve the minimum score identified in the Point Rated Requirements and achieve the overall minimum score identified in the Point Rated Requirements. These SA Holders will be deemed to be qualified firms for the purposes of performing the services.

Receipt of a Supply Arrangement does **NOT** automatically mean that the Supplier will receive subsequent Contracts.



## PART 5 – CERTIFICATIONS

Suppliers must provide the required certifications to be issued a Supply Arrangement (SA). Canada will declare an Arrangement non-responsive if the required certifications are not completed and submitted at time of bid closing.

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

### 1. Certifications Precedent to Issuance of a Supply Arrangement

Suppliers must submit the following duly completed certifications as part of their arrangement.

#### 1.1 Declaration of Convicted Offences

In accordance with the Ineligibility and Suspension Policy (<http://www.tpsgcpwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

#### 1.2 Former Public Servant Certification

Contracts with 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.

#### Definitions

For the purposes of this clause,

**"Former public servant"** means a 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 and includes:

- (a) An individual;
- (b) An individual who has incorporated;
- (c) A partnership made up of former public servants; or
- (d) 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.

**"Pension"** means, in the context of the fee abatement formula, 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 (FPS) in Receipt of a Pension

Is the Bidder a FPS in receipt of a pension as defined above? YES ( ) NO ( )



If so, the Bidder must provide the following information:

- (a) Name of former public servant;
- (b) Date of termination of employment or retirement from the Public Service.

**Work Force Reduction Program**

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **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: \_\_\_\_\_  
 Number of weeks: \_\_\_\_\_
- (g) Number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program: \_\_\_\_\_
- (h) Other Contracts subject to Work Force Reduction Program Restrictions: \_\_\_\_\_

**Contract Number:**

**Contract Amount (Professional Fees):**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

For all contracts awarded during the lump sum payment period, the total amount of fee that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.

\_\_\_\_\_  
 Signature of Authorized Company Official

\_\_\_\_\_  
 Date

**1.3 Status and Availability of Resources**

The Bidder certifies that, should it be awarded a Supply Arrangement as a result of this RFSA, 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.

\_\_\_\_\_  
 Signature of Authorized Company Official

\_\_\_\_\_  
 Date



**1.4 Education and Experience**

The Bidder certifies that all the information provided in the résumés and supporting material submitted with the arrangement, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Supplier to be true and accurate.

\_\_\_\_\_  
Signature of Authorized Company Official

\_\_\_\_\_  
Date

**1.5 Contractual Capacity and Joint Venture Contractual Capacity**

The Offeror shall have the legal capacity to contract. If the Offeror is a sole proprietorship, a partnership or a corporate body, the Offeror shall provide a statement indicating the laws under which it is registered or incorporated together with the registered or corporate name and place of business.

**1.5.1 Joint Venture**

A joint venture is an association of two or more parties who temporarily combine their money, property, knowledge, or other resources in a joint business enterprise. There are two types of joint ventures, the incorporated joint venture and the contractual joint venture, i.e., formed through a contractual agreement between the parties. The following information should be provided with the proposal: type of joint venture (incorporated or contractual), the names and addresses of the members of the joint venture.

\_\_\_\_\_  
Signature of Authorized Company Official

\_\_\_\_\_  
Date

**1.6 Aboriginal Designation**

An Aboriginal business, which can be:

- i. a band as defined by the Indian Act
- ii. a sole proprietorship
- iii. a limited company
- iv. a co-operative
- v. a partnership
- vi. a not-for-profit organization

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

OR

A joint venture 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 joint venture.

This is to confirm:

- Our Company is an Aboriginal Firm, as identified above
- Our Company is NOT an Aboriginal Firm

\_\_\_\_\_  
Signature of Authorized Company Official

\_\_\_\_\_  
Date



## PART 6 – SUPPLY ARRANGEMENT AND RESULTING CONTRACT CLAUSES

### A) SUPPLY ARRANGEMENT

#### 1. Arrangement

The Supply Arrangement covers the Work described in Annex “A” – Statement of Work.

#### 2. Security Requirement

Only the Project Manager or Senior Evaluator requires **SECRET** clearance. All other proposed resource will require **Reliability** clearance held by the Supplier.

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Facility Security Clearance at the level of **SECRET**, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to CLASSIFIED information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of **SECRET**, granted or approved by CISD/PWGSC.
3. The Contractor/Offeror MUST NOT remove any CLASSIFIED information from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of 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 Supply Arrangement and resulting contract(s) by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

##### 3.1 General Conditions

**2020** (*insert date*) - General Conditions – Supply Arrangements - Goods or Services, apply to and form part of the Standing Offer.

**Section 1 of 2020** (*insert date*) – Interpretation, should be amended as follows:

DELETE: Public Works and Government Services Canada  
INSERT: Natural Resources Canada

**4007** (*insert date*) – Canada to Own Intellectual Property Rights in Foreground Information.

Natural Resources Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds:

- *To generate knowledge and information for public dissemination*



NRCAN reserves the right to grant, upon written request, a license to exercise the required Intellectual Property Rights in such Canada-owned information to the successful Contractor.

For reference, the Treasury Board Site is: <http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=13697>

### **3.2 Supplemental General Conditions**

#### **3.2.1 International Sanctions**

Persons in Canada, and Canadians outside of Canada, are bound by economic sanctions imposed by Canada. As a result, the Government of Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to economic sanctions. Details on existing sanctions can be found at: <http://www.dfait-maeci.gc.ca/trade/sanctions-e.asp>.

It is a condition of this Contract that the Contractor not supply to the Government of Canada any goods or services which are subject to economic sanctions.

By law, the Contractor must comply with changes to the regulations imposed during the life of the contract. During the performance of the Contract should the imposition of sanctions against a country or person or the addition of a good or service to the list of sanctioned countries or the additions of a good or service to the list of sanctioned goods or services cause an impossibility of performance for the Contractor, the situation will be treated by the Parties as a force majeure. The Contractor shall forthwith inform Canada of the situation; the procedures applicable to force majeure shall then apply.

#### **3.2.2 Dispute Resolution**

##### *Mediation*

If a dispute arising from this contract cannot be settled amicably through negotiation, then the parties agree in good faith to submit the dispute to mediation as administered by the Arbitration and Mediation Institute of Canada Inc. (AMC). The parties acknowledge receipt of the rules of AMC. The cost of mediation shall be borne equally by the parties.

##### *Arbitration*

If the parties cannot resolve the dispute through mediation within sixty (60) days, the parties agree to submit the dispute to arbitration pursuant to the Commercial Arbitration Act (Canada). The party requesting such arbitration shall do so by written notice to the other party/parties. The cost of the arbitration and fees of the arbitrator shall be borne equally by the parties. The arbitration shall take place in the city where the contractor carries on business before a single arbitrator to be chosen jointly by the parties. If the parties cannot agree on the choice of arbitrator within thirty (30) days of written notice to submit the dispute to arbitration, each party will choose a representative who will select the arbitrator.

The parties may determine the procedure to be followed by the arbitrator in conducting the proceedings, or may ask the arbitrator to do so. The arbitrator shall issue a written award within thirty (30) days of hearing the parties. The award may be entered in any court having jurisdiction and enforced as a judgment of that court.

##### *Meaning of "Dispute"*

The parties agree that the word "dispute" in this clause refers to a dispute of fact or of law, other than a dispute of public law.

Organizations are encouraged to select from one of the following two options:

##### **Option 1:**

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 or 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).

#### **Option 2:**

Each party hereby:

- a) consents to fully participate in and bear the cost of any dispute resolution process proposed by the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the Department of Public Works and Government Services Act to resolve a dispute between the parties respecting the interpretation or application of a term or condition this contract; and
- b) agrees that this provision shall, for purposes of section 23 of the Procurement Ombudsman Regulations, constitute such party's agreement to participate in and bear the cost of such process.

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).

#### **3.2.3 Withholding Tax of 15 Percent (%)**

The Contractor agrees that, pursuant to the provisions of the Income Tax Act, Canada is empowered to withhold an amount of 15% of the price to be paid to the Contractor, if the Contractor is a non-resident Contractor as defined in said Act. This amount will be held on account with respect to any liability for taxes which may be owed to Canada.

#### **3.2.4 Foreign Nationals**

A2000C (2006-06-16) -Canadian Contractor

A2001C (2006-06-16) – Foreign Contractor

#### **3.2.5 Values and Ethics**

In carrying out the Work under the terms and conditions of this Contract, the Contractor shall adhere to the provisions and practices of the Values and Ethics Code for the Public service (2003), namely, but not restricted to, the provisions pertaining to Respect for Diversity, Human Dignity and People Values. The following link provides the policy reference: [http://www.tbs-sct.gc.ca/pubs\\_pol/hrpubs/tb\\_851/vec-cve-e-eng.asp](http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/tb_851/vec-cve-e-eng.asp)

#### **3.2.6 Closure of Government Offices**

Contractor employees are personnel of the Contractor and are paid by the Contractor on the basis of services rendered. Where Contractor's employees are providing services on government premises pursuant to this contract and the said premises become non-accessible due to evacuation or closure of government offices and consequently no work is being performed as a result of the closure, Canada will not be liable for payment to the Contractor for the period of the closure.

### **4. Term of Supply Arrangement**

#### **4.1 Term of Supply Arrangement**

The period of the Supply Arrangement shall be from the date the SA is signed by all parties to **March 31, 2017**.

#### **4.2 Option to Extend the Supply Arrangement Period**

The SA Holder hereby grants to NRCAN the irrevocable option to extend the term of the SA for up to **two (2)** additional **one (1)** year periods, under the same terms and conditions. NRCAN may exercise this option at any time by written notice to the SA Holder at least



30 calendar days prior to the SA expiry date or any extension thereof. The option may only be exercised by the SA Authority, and any extension of the SA period will be evidenced through a formal SA Amendment.

#### **4.3 On-Going Opportunity for Qualification**

A Notice of Proposed Procurement (NPP) will be posted on Buy and Sell by NRCAN every twelve (12) months. This NPP will permit additional Suppliers to submit offers to become Supply Arrangement Holders and to be authorized a Supply Arrangement for the provision of the required services on an “as and when requested” basis of the refresh.

#### **4.4 Estimated Utilization and Volume – Supply Arrangement**

It is currently estimated that the total amount that could be called up by NRCAN against the proposed Supply Arrangement would be approximately \$1.5M for the entire duration of the RFSA. The anticipated dollar value of individual contracts will vary by requirement.

#### **4.5 Supply Arrangement Holder Performance Evaluation**

NRCAN will be evaluating the performance of all SA Holder during the course of **each** awarded contract. The performance will be evaluated against Annex “B” – Report Card, upon completion of each deliverable. The Report Card is used to ensure the SA Holders are providing quality work under each contract.

The purpose of this Report Card is intended to promote ongoing communications with and acceptable performance from the Supply Arrangement Holders. This Report Card is to be used for **each** submitted deliverable to provide the SA Holder with an assessment on their performance. The SA Holder shall have the opportunity to provide comments on their scored performance. At the end of each contract, the last Report Card will be provided to the SA Holder for their response and the final score attributed by NRCAN shall be deemed final, at NRCAN’s full discretion.

Failure to pass the Report Card could result in the SA Holder being penalized for their performance. Such penalties could result in one or more of the following:

- Deny inviting the SA Holder on the next two (2) opportunities, after the first failed score;
- Withholding of payments until work is found to be satisfactory to the Project Authority;
- Deny inviting the SA Holder on any future requirements during the full duration of the Supply Arrangement, including option periods and/or refresh periods, after the second failed score;

#### **4.6 Notification of Withdrawal from the Supply Arrangement**

1. In the event that an SA Holder wishes to withdraw from this SA, the SA Holder shall advise the NRCAN SA Authority, in writing of its desire to be removed from the SA Holders list and withdraw the SA. After receipt of such notice, the SA Authority will remove the SA Holder from the SA Holders list and consider the SA arrangement no longer valid. The SA Holder acknowledges that its withdrawal from the SA Holders list and SA will not affect any Contracts entered into prior to the receipt by the NRCAN SA Authority of such notice.
2. If during the course of the SA the NRCAN SA Authority becomes aware that the contractor is in violation of the terms and conditions of this SA or any resulting Contract, NRCAN may withdraw the SA Holder from the SA Holders list and remove authorization to use the SA, in the manner set-out below or take other appropriate action.
3. NRCAN may, by giving thirty (30) days written notice to the SA Holder, withdraw the SA Holder from the SA Holders list and remove authorization from the project authority to use the SA. NRCAN acknowledges that withdrawal of the SA Holder from the SA Holders list and removal of authorization to use the SA will not, through this action alone, affect any contracts made prior to the issuance of such notice.
4. Conditions which may result in withdrawal of authorization to use the SA include:



4.1 Documented history of chronic poor contract performance.

Upon the award of each contract, and upon the completion of each deliverable, the Contractor will be provided with a Report Card detailing their contract performance on a deliverable basis and once the contract is finalized, a Final Report Card will be provided detailing the overall outcome of the Contractor’s contract performance which will determine if a penalty will be applied or the Supply Arrangement withdrawn (Refer to Annex “B” – Report Card for more details); or

4.2 Documented history of chronic late contract performance.

As detailed above in 5.4.1, the Contractor will be provided with a Report Card upon the completion of each deliverable and upon the completion of the contract to determine their performance, which will include punctuality. The Contractor will be provided with their results, taking into account their punctuality on delivering each deliverable and the timely completion of the contract. The results of the Report Card will determine if a penalty will be applied or the Supply Arrangement withdrawn (Refer to Annex “B” – Report Card for more details); or.

4.3 Documented history of chronic violation of any of the specific terms and conditions detailed in this SA.

The NRCAN SA Authority will meet directly or via teleconferencing with the contractor and the designated contracting authority within thirty (30) days after reported instances of any such violation. If, after meeting with the contractor, the situation is not improved within thirty (30) days, the SA Holder may be withdrawn from the SA Holders list, and authorization to the project authority/contracting authority to use the SA will be withdrawn;

- 5. Each reported instance of violation will be investigated by the NRCAN SA Authority to confirm that the contractor is indeed in violation of the terms and conditions of the SA, or contract(s).
- 6. Withdrawal of authorization to use the SA, for whatever reason, does not remove the right of the NRCAN SA Authority or the project authority/ contracting authority to pursue other measures that may be available.

**5. Authorities**

**5.1 Supply Arrangement Authority**

The Supply Arrangement Authority is:

**Valerie Holmes**  
 Senior Procurement Officer  
 Natural Resources Canada  
 580 Booth Street, 5<sup>th</sup> Floor  
 Ottawa, Ontario  
 K1A 0E4  
 Telephone: 343-292-8371  
 Facsimile: 613-947-5477  
 Email: [valerie.holmes@canada.ca](mailto:valerie.holmes@canada.ca)

The Supply Arrangement Authority is responsible for the issuance of the Supply Arrangement, its administration and its revision, if applicable.

**5.2 Supplier’s Representative**

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Organization: \_\_\_\_\_



Address: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Facsimile: \_\_\_\_\_  
 Email: \_\_\_\_\_

## 6. Identified Users

The Identified user is: **Natural Resources Canada**

## 7. 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 the Supply Arrangement;
- b) The General Conditions 2020 (*insert date*) – General Conditions – Supply Arrangement – Goods or Services;
- c) The supplemental general conditions identified herein;
- d) Intellectual Property, as applicable;
- e) Annex “A” – Statement of Work;
- f) Annex “B” – Basis of Payment;
- g) Annex “C” – Report Card;
- h) Annex “D” – Security Requirement Checklist;
- i) The Supplier’s Arrangement dated \_\_\_\_\_.

## 8. Certifications

### 8.1 Compliance

Compliance with the certifications 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.

## 9. Applicable Laws

The Supply Arrangement (SA) 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.

## 10. 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 supplier or the contractor or the name of the entity awarded this contract*] 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).



## B) BID SOLICITATION

### 1. Bid Solicitation Documents

The bid solicitation will contain, as a minimum, the following:

- a) Security Requirement (if applicable);
- b) A complete description of the Work to be performed;
- c) 2003 (*insert the date*) – Standard Instructions – Goods or Services – Competitive Requirements;
- d) Bid Preparation Instructions
- e) Instructions for the submission of bids (address for submission of bids, bid closing date and time);
- f) Evaluation procedures and Basis of Selection;
- g) Financial Capability (if applicable)
- h) Certifications
- i) Conditions of the Resulting Contract

### 2. Bid Solicitation Process

- 2.1 Bids will be solicited for specific requirements within the scope of the Supply Arrangement (SA) from suppliers who have been issued a SA.
- 2.2 The bid solicitation will be sent directly to suppliers.

### 3. Overview of the Procurement Process

This RFSA is the first of a **two-stage** procurement process.

At Stage 1, the procurement framework for subsequent contracts will be detailed. Suppliers will be evaluated against all criteria contained herein as described in Part 4 – Evaluation Procedures and Basis of Selection and SA's will be issued to those suppliers who are deemed compliant for all the criteria.

At Stage 2, contracts will be issued based on the framework as requirements arise according to the process described in Part 4 – Evaluation Procedures and Basis of Selection.

#### Stage 1 – Request for Supply Arrangement (RFSA) and Issuance of Supply Arrangements

For Stage 1, this competitive RFSA is issued on the Government Electronic Tendering System (GETS), also known as Buy and Sell (hereinafter referred to as Buy and Sell). The Evaluation will be conducted in two (2) phases as described in Part 4 – Evaluation Procedures and Basis of Selection.

The SA's will be available for use upon signature by NRCAN and will be effective on the same date for a period of two (2) years, with **three (3)** additional **one (1)** year option periods. A Supplier will be deemed to have been added to the SA Holders list(s) upon signature of SA.

#### Stage 2 – Issuance of Contracts and Request for Proposals (RFPs)

For Stage 2, Contracts will be entered into in accordance with the framework described in the Statement of Work, during the term of the SA.



### **Thresholds for Directed (Sole Source) Contracts and Competed Requirements**

#### **1. Requirements estimated at \$25,000 or less, GST/HST included**

The SA Authority (Contracting Authority) or the Project Authority (acting as Contracting Authority as authorized by the SA Authority) may direct the requirement to a specific SA Holder as per the current Treasury Board Secretariat contracting policy. The Project Authority will be required to provide a rationale for his/her selection of Supplier on the file for audit trail purposes.

#### **2. Requirements estimated over \$25,000 but less than \$250,000, GST/HST included**

A minimum of three (3) SA Holders will be invited to submit bids. The SA Authority will invite one (1) or more from the list at random.

Response Period: SA Holders will have a minimum five (5) calendar days from the date of invitation to submit bids.

Any requirements equal to or exceeding the NAFTA threshold (currently \$89,600.00) will be posted as a Notice of Proposed Procurement (NPP) on Buy and Sell for forty-eight (48) hours.

#### **3. Requirements estimated over \$250,000.00 to \$2M, GST/HST included**

All qualified SA Holders will be invited to submit bids.

Response Time: SA Holders will have a minimum of ten (10) calendar days from the date of invitation to submit bids.

Any requirements equal to or exceeding the NAFTA threshold (currently \$89,600.00) will be posted as a Notice of Proposed Procurement (NPP) on Buy and Sell for forty-eight (48) hours.

NOTE: NRCAN reserves the right to supplement the invited pre-qualified SA Holders by inviting additional bidders at its sole discretion, in addition to those pre-qualified in the Supply Arrangement.

## **C) RESULTING CONTRACT CLAUSES**

### **1. Statement of Work**

The Contractor must perform the work in accordance with the Statement of Work at Annex "A" and the Contractor's technical proposal, dated \_\_\_\_\_.

### **2. Standard Clauses and Conditions**

All clauses and conditions identified in the Supply Arrangement and resulting contract(s) by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](#) issued by Public Works and Government Services Canada.

#### **2.1 General Conditions**

**2035 (insert date) – General Conditions – Higher Complexity – Services**, apply to and form part of the Contract.

As applicable, replace references to Public Works and Government Services Canada (PWGSC) with Natural Resources Canada (NRCAN).

#### **2.2 Supplemental General Conditions**

The following clauses apply to this contract:

##### **2.2.1 Dispute Resolution**



### *Mediation*

If a dispute arising from this contract cannot be settled amicably through negotiation, then the parties agree in good faith to submit the dispute to mediation as administered by the Arbitration and Mediation Institute of Canada Inc. (AMIC). The parties acknowledge receipt of the rules of AMIC. The cost of mediation shall be borne equally by the parties.

### *Arbitration*

If the parties cannot resolve the dispute through mediation within sixty (60) days, the parties agree to submit the dispute to arbitration pursuant to the Commercial Arbitration Act (Canada). The party requesting such arbitration shall do so by written notice to the other party/parties. The cost of the arbitration and fees of the arbitrator shall be borne equally by the parties. The arbitration shall take place in the city where the contractor carries on business before a single arbitrator to be chosen jointly by the parties. If the parties cannot agree on the choice of arbitrator within thirty (30) days of written notice to submit the dispute to arbitration, each party will choose a representative who will select the arbitrator.

The parties may determine the procedure to be followed by the arbitrator in conducting the proceedings, or may ask the arbitrator to do so. The arbitrator shall issue a written award within thirty (30) days of hearing the parties. The award may be entered in any court having jurisdiction and enforced as a judgment of that court.

### *Meaning of "Dispute"*

The parties agree that the word "dispute" in this clause refers to a dispute of fact or of law, other than a dispute of public law.

Organizations are encouraged to select from one of the following two options:

#### **Option 1:**

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 or 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).

#### **Option 2:**

Each party hereby:

- c) consents to fully participate in and bear the cost of any dispute resolution process proposed by the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the Department of Public Works and Government Services Act to resolve a dispute between the parties respecting the interpretation or application of a term or condition this contract; and
- d) agrees that this provision shall, for purposes of section 23 of the Procurement Ombudsman Regulations, constitute such party's agreement to participate in and bear the cost of such process.

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).

#### **2.2.2 Withholding Tax of 15 Percent *(if applicable)***

The Contractor agrees that, pursuant to the provisions of the Income Tax Act, Canada is empowered to withhold an amount of 15% of the price to be paid to the Contractor, if the Contractor is a non-resident Contractor as defined in said Act. This amount will be held on account with respect to any liability for taxes which may be owed to Canada.



**2.2.3 Foreign Nationals (Canadian Contractor) *(To be completed at contract award)***

A2000C (2006-06-16) - Canadian Contractor  
 A2001C (2006-06-16) - Foreign Contractor

**2.2.4 Values and Ethics Code**

In carrying out the Work under the terms and conditions of this Contract, the Contractor shall adhere to the provisions and practices of the Values and Ethics Code for the Public service (2003), namely, but not restricted to, the provisions pertaining to Respect for Diversity, Human Dignity and People Values. The following link provides the policy reference. [http://www.tbs-sct.gc.ca/pubs\\_pol/hrpubs/tb\\_851/vec-cve-eng.asp](http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/tb_851/vec-cve-eng.asp)

**2.2.5 Closure of Government Offices**

Contractor employees are personnel of the Contractor and are paid by the Contractor on the basis of services rendered. Where Contractor’s employees are providing services on government premises pursuant to this contract and the said premises become non-accessible due to evacuation or closure of government offices and consequently no work is being performed as a result of the closure, Canada will not be liable for payment to the Contractor for the period of the closure.

**3. Security Requirement**

Only the Project Manager or Senior Evaluator requires **SECRET** clearance. All other proposed resource will require **Reliability** clearance held by the Supplier.

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Facility Security Clearance at the level of **SECRET**, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to CLASSIFIED information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of **SECRET**, granted or approved by CISD/PWGSC.
3. The Contractor/Offeror **MUST NOT** remove any CLASSIFIED information from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of 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).

**4. Term of Contract**

**4.1 Period of the Contract**

The period of the Contract shall be from date of Contract Award to \_\_\_\_\_, inclusive. *(identified with each contract)*

**5. Contract Amount**

5.1 Subject to the terms and conditions of this Contract and in consideration for the performance of the Work, Her Majesty shall pay to the Contractor a sum not to exceed \$ \_\_\_\_\_ (\$ \_\_\_\_\_ GST/HST included).





5.2 In accordance with Section 33 of the Financial Administration Act, payment under the contract is subject to there being an appropriation for the particular service for the fiscal year in which any commitment hereunder would come in course of payment.

## 6. Insurance Requirements

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

## 7. Intellectual Property

The Crown will retain in perpetuity full ownership of the Intellectual Property pertaining to all original material. All Intellectual Property derived from the resultant Contract, including copyright in all new materials created pursuant to the Contract shall vest in the Crown.

All materials developed under this contract, and all hard copies must be provided to the Crown upon completion of the Contract.

4007 (2010-08-16) – Canada to Own Intellectual Property Rights in Foreground Information.

## 8. Authorities

### 8.1 Contracting Authority

The Contracting Authority for the Contract is: *(provided at time of each contract award)*

Name:  
Title:  
Natural Resources Canada  
Address:  
Telephone:  
Facsimile:  
Email:

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.

### 8.2 Project Authority

The Project Authority for the Contract is: *(provided at time of each contract award)*

Name:  
Title:  
Natural Resources Canada  
Address:  
Telephone:  
Facsimile:  
Email:

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.

**8.3 Contractor’s Representative**

Name:  
 Title:  
 Telephone:  
 Facsimile:  
 Email:

**9. 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.

**10. Payment**

**10.1 Basis of Payment**

**Limitation of Expenditure or Firm Price (determined at time of each RFP issuance)**

1. Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_. Customs duties are included and Applicable Taxes are extra. *(provided at time of each contract award)*
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.

OR

**Firm Price:**

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 a cost of \$ \_\_\_\_\_ *(insert the amount 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.



**10.2 Method of Payment**

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

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

**10.3 Time Verification**

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

**11. Invoicing instructions**

Invoices shall be submitted using **one of the following methods:**

<p><u>E-mail:</u></p> <p><a href="mailto:NRCAN.invoice_imaging-service_dimagerie_des_factures.RNCan@canada.ca">NRCAN.invoice_imaging-service_dimagerie_des_factures.RNCan@canada.ca</a></p> <p><b>Note:</b> Attach "PDF" file. No other formats will be accepted</p>	<b>OR</b>	<p><u>Fax:</u></p> <p>Local NCR region: <b>613-947-0987</b> Toll-free: <b>1-877-947-0987</b></p> <p><b>Note:</b> Use highest quality settings available.</p>
--	-----------	--

Please do not submit invoices using more than one method as this will not expedite payment.

Invoices and all documents relating to a contract must be submitted on the Contractor's own form and shall bear the following reference numbers:

Contract number: \_\_\_\_\_ (provided at time of contract award)

Invoicing Instructions to suppliers: <http://www.nrcan.gc.ca/procurement/3485>

**12. Certifications**

**12.1 Compliance**

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing additional 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 additional 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.



### 13. Applicable Laws

The Contract 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 Bidder in its bid, if applicable.)*

### 14. Priority of Documents

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

- a) the Articles of Agreement;
- b) the General Conditions 2035 (2016-04-04) – General Conditions – Higher Complexity – Services
- c) the Supplementary General Conditions identified herein;
- d) Annex “A” – Statement of Work;
- e) Annex “B” – Terms of Payment; *(provided at time of each contract award)*
- f) Annex “C” – Report Card
- g) the Contractor’s bid, dated \_\_\_\_\_ *(provided at time of each contract award)*

### 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 supplier or the contractor or the name of the entity awarded this contract] 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

### SW1 Objective

The Contractor shall provide general and specialized expertise within a broad range of evaluation services on an “as and when required” basis to the Strategic Evaluation Division of Natural Resources Canada (NRCAN). Evaluation services are described below.

### SW2 Scope of Work

Evaluation is an objective, staff function which contributes to improve management and performance of programs, policies and initiatives. The function provides the Deputy Minister (DM) and other senior departmental managers with relevant, timely and objective information on the performance of departmental programs, policies, initiatives and organizations. Evaluation is a decision-making tool. It is performed by professional evaluators. In the case of contracted work, evaluations are those studies carried out in accordance with the current Treasury Board Secretariat Policy and Standards on Evaluation, managed by or carried out with departmental/agency evaluators. Work carried out by Contractors and managed by program staff as project authorities are not acceptable as evaluations. Contractors must comply with TBS evaluation standards at all times. Those standards are available on the following websites:

1. <http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=15688>
2. <http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=15681>

The primary role of evaluation is to objectively assess the rationale of NRCAN programs / policies / initiatives / organizations (programs), the extent to which they have been successful in meeting their objectives, their cost-effectiveness compared to alternative means of program delivery; the effectiveness of the design and delivery of programs, policies and initiatives, and their relevance to government priorities; with advice and recommendations based on the results of this work.

Evaluation also carries out a variety of other related studies, sometimes as part of formal evaluations and sometimes separately from them. These would include chiefly, but are not limited to:

- development of results-based Management and Accountability Frameworks (RMAFs);
- client and stakeholder surveys;
- economic analysis;
- bibliometric/citation/patent analyses;
- peer reviews;
- focus groups;
- special and impact studies;
- program analyses;
- case studies; and
- studies of alternative program delivery methods and evaluation workplans.

The capacity of the Strategic Evaluation Division to undertake evaluations using in-house staff has a limit. Also, there is the need for a wide range of specialized expertise to address the diverse nature of the programs within Natural Resources Canada. It is expected that a contract for professional services can supplement the Strategic Evaluation Division’s in-house capacity and expertise to allow it to fulfill its responsibilities.

It is envisaged that the role of the consultant in evaluation work will carry out work under the guidance of or incorporating the activities of the Project Authority in performing all or some of the following tasks. Details will be provided in the Contract:

1. Providing specialist skills or advice to the existing team;
2. Developing/conducting Results-based Management and Accountability Frameworks (RMAFs), evaluation assessments, evaluations or special studies, or a discrete portion or portions thereof; and
3. Providing advice in exercising quality control over evaluation products and processes (e.g. Advisory Committees).



The types of evaluations and evaluation –related services encompassed by this Statement of Work vary, depending on the nature of the entity being evaluated as well as on varying needs for management information. They encompass areas of interest to NRCAN as well as preparation of evaluation assessments, RMAFs, performance frameworks and strategies.

### **SW2.1 Description of Major Evaluation Activities, Processes and Outputs**

Planning and delivering evaluations in NRCAN usually encompass the activities, processes and outputs described below:

#### **A – Development of evaluation assessments also referred to as evaluation planning. Evaluation assessments usually encompass:**

- Description of the entity being evaluated (usually include mandate, resource profile/budget, objectives, management, findings of previous evaluations/audits). This is sometimes referred to as a “**program profile**”;
- Scope and purpose of the evaluation;
- Methodology and approach (Note: methodology reports usually include data gathering strategies, approaches and rationale, data collection instruments (e.g. sampling, interview guides and questionnaires, client and stakeholder surveys, case study selection criteria), analytical techniques such as benefit-cost analysis and conjoint analysis as required);
- Elucidation of evaluation issues and key questions;
- Preparation of logic models;
- Identification of performance frameworks, indicators and success criteria;
- Design of data collection instruments such as surveys (this would include, but not limited to, survey strategies, survey sample frames, questionnaires/interview guides).

**B – Preparation of results-based Management and Accountability Frameworks (RMAFs)**, which is a collaborative function involving program management and hence are less detailed than evaluation assessments with respect to evaluation plans. RMAFs contain abbreviated descriptions of the program, policy or initiative involved as well as a proposed evaluation plan. RMAFs are required to be prepared for grants and contributions supported programs by the Policy on Transfer Payments normally include:

- Description of the policy, program or initiative (e.g. mandate, objective, accountabilities, resource profile, delivery agents, partners, clients);
- Logic model (describing the activities, outputs, outcomes of the policy, program or initiative and how they are linked);
- Performance strategy and/or framework including indicators and definition of expected results and outcomes;
- Reporting strategy (methods for reporting on performance); and
- Evaluation plan including cost (and source of funds), timing, evaluation issues and questions, data collection strategy (sources, collection).

**C – Performance of evaluation studies is based on implementation of the evaluation methodology.** The Contractor’s function is to develop input to evaluations which systematically gather information and data from multiple sources, analyse the information and data, and formulating logical conclusions and recommendations. Carrying out evaluations normally encompasses the following:

- Designing and/or implementing data collection strategies and instruments (e.g. by conducting surveys / interviews of program or organization stakeholders; carrying out document/literature reviews, planning and conducting focus groups, identification and development of case studies, organizing and conducting expert panels / peer review, carrying out benchmarking, analysis of bibliometric or citation / patent data, or other data gathering activities);
- Analyzing data;
- Carrying out cost benefit and cost effectiveness analyses of the program/policy/initiative;
- Identifying and assessing alternative delivery mechanisms for the policy/program/initiative;



- Assessing the effectiveness of the policy/program/initiative design and delivery;
- Following up on progress on management responses from previous evaluations/audits (audits as relevant);
- Developing recommendations;
- Briefing evaluation staff on major results and findings including preparation of presentations;
- Report writing including development of findings, conclusions and recommendations;
- Carrying out special studies (e.g. impact assessments) as requested.

### **SW3 Deliverables**

The main documents/deliverables expected to be produced as outputs including, but are not limited to, the following. Each project may have different deliverables, and hence the format will also vary. Formats will be described in each project's Statement of Work within the contract:

- RMAFs, input to evaluations and impact studies, and special studies;
- Performance management/measurement strategies and frameworks;
- Evaluation assessments/plans (see preceding description);
- Methodology reports which include data gathering strategies, approaches and rationale, data collection instruments (e.g. sampling, interview guides and questionnaires, client and stakeholder surveys, case study selection criteria), analytical techniques such as benefit-cost analysis and conjoint analysis, as required;
- Working papers including interview notes, briefing and presentation materials on the results of projects undertaken;
- Data gathering and analysis reports, containing the results of the activities described in C above (synthesis of data gathered, findings, conclusions, analyses, recommendations).

The Contractors may provide these services in their entirety, or using teams including Strategic Evaluation Division staff or other experts. They might also be asked to integrate findings from various methodologies conducted by themselves and/or other Contractors, undertake data analysis and provide consolidated reports.

The approximate contract periods for the average SA contract for SA work depends on the nature of the work required, which can vary significantly. The range can be one (1) month to one (1) year, but typically is six (6) to eight (8) months.

### **SW4 Contractor's Obligations**

In addition, the Contractor shall:

- Keep all documents and proprietary information confidential
- Return all materials belonging to NRCan upon completion of the contract, if necessary
- Attend meetings with stakeholders, if necessary
- Participate in teleconferences, if necessary
- Maintain all documentation in a secure area
- Participate in training activities when such activities occur

The Contractor must submit all work to NRCan within the dates specified in the respective contracts. The late submission of three (3) or more reports by the Contractor to NRCan will be subject to terms and conditions set out under Section 5.



## SW5 NRCan's Obligations

NRCan will provide to each Contractor:

- After the completion of **each** deliverable and **each** contract, a Report Card will be provided to the Contractor detailing and evaluating their performance. This Report Card will be used to determine the Contractor's ability to provide excellent service. Failure to pass the Report Card could result in the Supplier being penalized for their performance. Such penalties could result in one or more of the following:
  - Deny inviting the SA Holder on the next two (2) opportunities, after the first failed score;
  - Withholding of payments until work is found to be satisfactory to the Project Authority;
  - Deny inviting the SA Holder on any future requirements during the full duration of the Supply Arrangement, including option periods and/or refresh periods, after the second failed score;

For more details, please refer to Annex "B" – Report Card.





## ANNEX “B” – REPORT CARD

### REPORT CARD

#### For Contracts awarded under the Evaluation Services Supply Arrangement

Name of Project:  
 Contract Number:  
 Name of Supplier:  
 Name of Person Completing the Form:  
 Title of Person Completing the Form:  
 Date of Completion of Form:  
 Subject of Form (e.g. Specific Deliverables and/or Project):

Under NRCAN’s Evaluation Services Supply Arrangement, report cards are intended to promote ongoing communications with, and acceptable performance from contractors.

The Strategic Evaluation Division, in close consultation with Procurement Services, will prepare a report card for each deliverable and a final report card for each contract.

The report cards will be provided to the contractor in a timely fashion and the contractor will be invited to provide comments and reactions on each of the report cards.

A score of eight out of twelve on a final report card will be the pass mark. A score of seven or less out of twelve on a final report card will be a failure.

In the case of failure (i.e., a score of seven or less) on a final report card, NRCAN reserves the right to not include the contractor in the next two (2) Requests for Proposals (RFPs) under the Evaluation Supply Arrangement.

If the contractor wins a second contract under the Evaluation Supply Arrangement and receives a second failure on a final report card, NRCAN reserves the right to not include the contractor in any subsequent Requests for Proposals during the full duration of the Supply Arrangement, including exercising options periods.

Criteria	Definitions	Score
Communication	<b>Definition:</b> <i>Communications with Strategic Evaluation, Program Officials and Interviewees are professional (e.g.: clear, courteous and businesslike):</i>	
	<b>1 point</b> – Not professional	
	<b>2 points</b> – Mostly professional	
	<b>3 points</b> – Consistently professional	
	<b>Comments:</b>	
Content	<b>Definition:</b> <i>The content of the deliverables is technically accurate and comprehensive.</i>	
	<b>2 Points</b> - Raised a few questions that required minor clarification or adjustments; some grammar, spelling and formatting errors. NRCAN was required to invest a moderate amount of effort to get the final product to an acceptable level of quality.	
	<b>4 Points</b> – Concise; technically accurate; adequate level of detail; easily understood; very few errors. NRCAN was required to invest very little effort to get the final product to an acceptable level of quality.	
	<b>6 Points</b> – The content of the deliverables was acceptable.	
	<b>Comments:</b>	



**REPORT CARD**

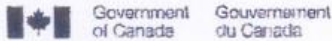
**For Contracts awarded under the Evaluation Services Supply Arrangement**

<b>Punctuality</b>	<b>Definition: <i>The deliverables are provided according to the timelines:</i></b>	
	<b>1 Point</b> - Not provided within the timelines and notice was not provided and agreed to prior to the due dates.	
	<b>2 Points</b> - Not provided within the timelines but valid justification(s) and request(s) for extension(s) received and agreed to in advance.	
	<b>3 Points</b> - Provided within the timelines.	
	<b>Comments:</b>	
<b>Total Score Available (Minimum of 8 points needed for a pass):</b>		<b>12</b>
<b>Total Score Obtained:</b>		



# ANNEX "C" – SECURITY REQUIREMENT CHECKLIST

NRCAN SRCL  
# 14-035



Contract Number / Numéro du contrat NRCAN-5000013366
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 NRCAN	2. Branch or Directorate / Direction générale ou Direction Strategic Evaluation Division	
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 Evaluation Services Supply Arrangement		
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"/>
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 checked="" type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET / SECRET <input type="checkbox"/>
TOP SECRET / TRÈS SECRET <input type="checkbox"/>		TOP SECRET / TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>

TBS/SCT 350-109(2004/12)

Security Classification / Classification de sécurité





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NRCan-500013366

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

Special comments:  
Commentaires spéciaux : \_\_\_\_\_

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

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

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

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

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

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

**PRODUCTION**

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

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

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

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

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité





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du Canada

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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 CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET	NATO RESTRICTED NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET	LOGIC TOP SECRET SECRET TRÈS SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET
Information / Assesit Renseignements / Éléments Production																
IT Media / Support IT																
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).



Government of Canada

Gouvernement du Canada

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PART D - AUTHORIZATION / PARTIE D - AUTORISATION			
<b>13. Organization Project Authority / Chargé de projet de l'organisme</b>			
Name (print) - Nom (en lettres moulées) Gerry Godsoe		Title - Titre Strategic Director, Evaluation	Signature <i>Gerry Godsoe</i>
Telephone No. - N° de téléphone 613-996-9649	Facsimile No. - N° de télécopieur 613-947-9900	E-mail address - Adresse courriel gerry.godsoe@nrcan-mcan.gc.ca	Date Feb 7, 2014
<b>14. Organization Security Authority / Responsable de la sécurité de l'organisme</b>			
Name (print) - Nom (en lettres moulées) Wolf Schuemck		Title - Titre Head, Asset Protection	Signature
Telephone No. - N° de téléphone 613-944-5127	Facsimile No. - N° de télécopieur 613-947-2360	E-mail address - Adresse courriel wolf.schuemck@nrcan-mcan.gc.ca	Date
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			<input type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
<b>16. Procurement Officer / Agent d'approvisionnement</b>			
Name (print) - Nom (en lettres moulées) Valerie Holmes		Title - Titre Senior Procurement Officer	Signature <i>Valerie Holmes</i>
Telephone No. - N° de téléphone (613) 943-3580	Facsimile No. - N° de télécopieur 613-946-1024	E-mail address - Adresse courriel valerie.holmes@nrcan-mcan.gc.ca	Date 07 February 2014
<b>17. Contracting Security Authority / Autorité contractante en matière de sécurité</b>			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date