RETURN BIDS TO: RETOURNER LES SOUMISSIONS À:	Title – Titre Graphic Design Services		
Bid Receiving - Environment Canada / Réception des soumissions – Environnement Canada	EC Bid Solicitation No. /SAP No. – Nº de la demande de soumissions EC / Nº SAP 5000056068		
Electronic Copy: ec.soumissions-bids.ec@canada.ca	Date of Bid solicitation (YYYY-MM-DD) – Date de la demande de soumissions (AAAA-MM-JJ) 2021-06-11		
BID SOLICITATION DEMANDE DE SOUMISSONS	Bid Solicitation Closes (YEAR-MM-DD) - La demande de soumissions prend fin (AAAA-MM-JJ) Time Zone – Fuseau horaire Eastern Daylight Time		
PROPOSAL TO: ENVIRONMENT CANADA	at – à 2:00 P.M. on – le 2021-07-08		
We offer to perform or provide to Canada the services detailed in the	F.O.B – F.A.B Destination		
document including any attachments and annexes, in accordance with the terms and conditions set out or referred	Address Enquiries to - Adresser toutes questions à Mitchell Palmer – Mitchell.palmer@canada.ca		
to in the document, at the price(s) provided.	Telephone No. – Nº de téléphone	Fax No. – Nº de Fax	
SOUMISSION À: ENVIRONNEMENT CANADA	Delivery Required (YEAR-MM-DD MM-JJ) 2022-03-31) – Livraison exigée (AAAA-	
Nous offrons d'effectuer ou de fournir au Canada, aux conditions énoncées ou incluses par référence dans le	Destination - of Services / Destin See herein	nation des services	
document incluant toutes pièces jointes et annexes, les services détaillés dans le document, au(x) prix indiqué(s).			
	Vendor/Firm Name and Address - Raison sociale et adresse du fournisseur/de l'entrepreneur		
	Telephone No. – N° de téléphone Fax No. – N° de Fax		
	Name and title of person authorized to sign on behalf of Vendor/Firm: (type or print) / Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractère d'imprimerie)		

Signature

Date

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

- 1. Introduction
- 2. Summary
- Debriefing

PART 2 - BIDDER INSTRUCTIONS

- 1. Standard Instructions, Clauses and Conditions
- 2. Submission of Bids
- 3. Former Public Servant
- 4. Enquiries Bid Solicitation
- 5. Applicable Laws

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

- 1. Evaluation Procedures
- 2. Basis of Selection

PART 5 - CERTIFICATIONS

1. Certifications Required Precedent to Contract Award

PART 6 – SECURITY REQUIREMENTS

1. Security Requirement

List of Attachments:

Attachment 1 to Part 3, Financial Bid Presentation Sheet Attachment 1 to Part 4, Mandatory Technical Criteria And Point Rated Technical Criteria

PART 7 - RESULTING CONTRACT

- 1. Statement of Work
- 2. Standard Clauses and Conditions
- 3. Security Requirement
- 4. Term of Contract
- Authorities
- 6. Proactive Disclosure of Contracts with Former Public Servants
- 7. Payment
- 8. Invoicing Instructions
- 9. Certifications

- 10.
- Applicable Laws Priority of Documents 11.
- 12. Insurance

List of Annexes:

Annex A Statement of Work **Basis of Payment** Annex B

Security Requirements Check List Non-Disclosure Certification Annex C

Annex D

TITLE: Graphic Design Services

PART 1 - GENERAL INFORMATION

1. Introduction

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation:
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid:
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection:
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Security Requirements: includes specific requirements that must be addressed by bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Attachments include the List of Suppliers, Financial Bid Presentation Sheet, Mandatory Technical Criteria And Point Rated Technical Criteria.

The Annexes include the Statement of Work, the Basis of Payment, the Security Requirements Checklist, the Non-Disclosure Certification, and any other annexes.

2. Summary

- 2.1 Environment Canada has a requirement as detailed in the Statement of Work, Annex A to the bid solicitation.
- 2.2 There is a security requirement associated with this requirement. For additional information, consult Part 6 Security Requirements and Part 7 Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, bidders bidders should refer to the Canadian Industrial Security Directorate (CISD), Industrial Security Program of Public Works and Government Services Canada website (http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html).
- 2.3 Bidders must provide a list of names, or other related information as needed, pursuant to section 01 Integrity Provisions of Standard Instructions 2003.
- 2.4 For services requirements, bidders in receipt of a pension or a lump sum payment must provide the required information as detailed in article 3 of Part 2 of the bid solicitation.

3. Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

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

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

The 2003 (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

The standard instructions 2003 are modified as follows:

Under "Text" at 02:

Delete: "Procurement Business Number"

Insert: "Deleted"

At Section 02 Procurement Business Number

Delete: In its entirety **Insert:** "Deleted"

At Section 05 Submission of Bids, Subsection 05 (2d):

Delete: In its entirety

Insert: "send its bid only to Environment Canada (EC) as specified on page 1 of the bid

solicitation or to the address specified in the bid solicitation;"

At Section 06 Late Bids:

Delete: "PWGSC"

Insert: "Environment Canada"

At Section 07 Delayed Bids:

Delete: "PWGSC"

Insert: "Environment Canada"

At Section 08 Transmission by Facsimile, Subsection 08 (1):

Delete: In its entirety

Insert: "Bids may be submitted by facsimile if specified in the bid solicitation."

At Section 12 Rejection of Bid, Subsection 12 (1) a. and b.:

Delete: In their entirety

Insert: "Deleted"

At Section 17 Joint Venture, Subsection 17 (1) b.:

Delete: "the Procurement Business Number of each member of the joint venture."

Insert: "Deleted"

At Section 20 Further Information, Subsection 20 (2):

Delete: In its entirety **Insert:** "Deleted"

At Section 05 Submission of Bids, Subsection 05 (4):

Delete: "sixty (60) days"

Insert: "one hundred and twenty (120) days"

1.1 PWGSC SACC Manual Clauses

A7035T (2007-05-25), List of Proposed Subcontractors

2. Submission of Bids

Bids must be submitted to Environment Canada (EC) at the address and by the date, time and place indicated on page 1 of the bid solicitation.

3. Former Public Servant – Competitive Bid

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

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

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

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

"pension" means a pension or annual allowance paid under the *Public Service Superannuation Act* (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the

Supplementary Retirement Benefits Act, R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions payable pursuant to the Canadian Forces Superannuation Act, R.S., 1985, c.C-17, the Defence Services Pension Continuation Act, 1970, c.D-3, the Royal Canadian Mounted Police Pension Continuation Act, 1970, c.R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c.R-11, the Members of Parliament Retiring Allowances Act, R.S., 1985, c.M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c.C-8.

Former Public Servant in Receipt of a Pension

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

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

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

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

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

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

4. Enquiries - Bid Solicitation

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

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

5. Applicable Laws

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

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

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

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

Section I: Technical Bid (1 soft copy in PDF)

Section II: Financial Bid (1 soft copy in PDF)

Section III: Certifications (1 soft copy in PDF)

Section IV: Additional Information (1 soft copy in PDF)

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

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

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement (http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html). To assist Canada in reaching its objectives, bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 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; and
- (3) print on both sides of the paper.

Note for electronic submission of bids:

In order to be considered, bids must be received no later than 1400h (2 p.m.) (Eastern Daylight Time) on the date and time indicated on the cover page to herein as the "Closing Date." Bids received after the Closing Date will be considered non-responsive and will not be considered for contract award. Bids submitted by email must be submitted ONLY to the following email address:

Email Address: ec.soumissions-bids.ec@canada.ca

Attention: Mitchell Palmer

Solicitation Number: 5000056068

Bidders should ensure that their name, address, Closing Date of the solicitation and Solicitation Number are clearly indicated in the body of their email. Bids and supporting information may be submitted in either English or French.

The total size of the email, including all attachments, must be less than 15 megabytes (MB). It is each Bidder's responsibility to ensure that the total size of the email does not exceed this limit.

Bids sent by fax will not be accepted.

It is important to note that emails systems can experience systematic delays and, at times, large attachments may cause systems to hold or delay transmission of emails. It is solely the Bidder's responsibility to ensure that the Contracting Authority receives a bid on time, in the mailbox that has been identified for bid receipt purposes. Date stamps for this form of transmission are not acceptable.

Section I: Technical Bid

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

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

Part 4, Evaluation Procedures, contains additional instructions that bidders should consider when preparing their technical bid.

Section II: Financial Bid

- **1.1** Bidders must submit their financial bid in accordance with the Financial Bid Presentation Sheet in Attachment 1 to Part 3. The total amount of Applicable Taxes must be shown separately.
- **1.2** Bidders must submit their financial bid in Canadian funds and in accordance with the Financial Bid Presentation Sheet in Attachment 1 to Part 3. The total amount of Applicable Taxes must be shown separately.
- **1.3** Bidders must submit their prices and rates FOB destination; Canadian customs duties and excise taxes included, as applicable; and Applicable Taxes excluded.

1.4 Price Breakdown

In their financial bid, the bidders are requested to provide a detailed breakdown of the price for

the following elements for phase of the Work, as applicable:

(a) Professional fees: For each individual and (or) labour category to be assigned to the Work, the bidders should indicate: i) the firm hourly rate or the firm daily rate, inclusive of overhead and profit; and ii) the estimated number of hours or days, as applicable. The bidders should indicate the number of hours in one working day.

The professional fees must include the total estimated cost of all travel and living expenses that may need to be incurred for:

(i) Work described in Part 7, Resulting Contract of the bid solicitation required to be performed.

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

- (b) Equipment (if applicable): The bidders should specify each item required to complete the Work and provide the pricing basis of each one, Canadian customs duty and excise taxes included, as applicable. These items will be deliverable to Canada upon completion of the contract.
- (c) Materials and Supplies (if applicable): The bidders should identify each category of materials and supplies required to complete the Work and provide the pricing basis. The Bidder should indicate, on a per category basis, whether the items are likely to be consumed during the performance of any resulting contract.
- (d) Subcontracts (if applicable): The bidders should identify all of the proposed subcontractors and provide in their financial bid for each one a price breakdown.
- (e) Other Direct Charges (if applicable): The bidders should identify all of the categories of other direct charges anticipated, such as long distance communications and rentals, providing the pricing basis for each and explaining the relevance to the work described in Part 7 of the bid solicitation.
- (f) Applicable Taxes: The bidders should indicate the Applicable Taxes separately.
- **1.5** Bidders should include the following information in their financial bid:
- (a) Their legal name; and
- (b) The name of the contact person (including this person's mailing address, phone and facsimile numbers and email address) authorized by the Bidder to enter into communications with Canada with regards to their bid; and any contract that may result from their bid.

Section III: Certifications

Bidders must submit the certifications required under Part 5.

Section IV: Additional Information

1.1 Bidder's Proposed Site or Premises Requiring Safeguard Measures

As indicated in Part 6 under Security Requirement, the Bidder must provide the required information below on the Bidder's proposed site or premises for which safeguard measures are required for Work Performance.

Address:

Street Number / Street Name, Unit / Suite / Apartment Number City, Province, Territory / State Postal Code / Zip Code Country

ATTACHMENT 1 TO PART 3 - FINANCIAL BID PRESENTATION SHEET

The Bidder should complete this financial bid presentation sheet and include it in its financial bid. As a minimum, the Bidder must respond to this financial bid presentation sheet by inserting in its financial bid for each of the periods specified below its quoted all inclusive fixed hourly rate (in Cdn \$) for each of the resource categories identified.

The Contractor must provide the name of the resource, and a hourly rate.

Initial Contract Period: Date of Contract award to March 31, 2024

Name of Resource	Estimated amount of hours on an as and when required basis	Hourly Rate:	Subtotal
	2550		
	Subtotal		

Optional Period #1: April 1, 2022 to March 31, 2025

Name of Resource	Estimated amount of hours on an as and when required basis	Hourly Rate:	Subtotal
	850		
	Subtotal		

Option Period #2: April 1, 2023 to March 31, 2026

Name of Resource	Estimated amount of hours on an as and when required basis	Hourly Rate:	Subtotal
	850		
	Subtotal		

Bid Proposal Total

Total (Table 1 + Table 2 + Table 3), applicable taxes extra	

Estimated Level of Effort per task

•	6 x 40-page report templates & guidelines 12 x 10-page reports templates & guidelines 2 Statistical report& guidelines 80 pages 1 Framework Document 25 pages 6 Annual Report template & guideline 70 pages	Estimated Hours: 300 Estimated Hours: 300 Estimated Hours: 100 Estimated Hours: 300
•	20-30 multiple Infographic templates Icons/Logos Training/Consulting (e.g., designing products) Interactive PDFs Visual representations of content Web content Presentations	Estimated Hours: 100 Estimated Hours: 50 Estimated Hours: 150 Estimated Hours: 450 Estimated Hours: 200 Estimated Hours: 200

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

1.1 Technical Evaluation

Except where expressly provided otherwise, the experience described in the bid must be the experience of the Bidder itself (which includes the experience of any companies that formed the Bidder by way of a merger but does not include any experience acquired through a purchase of assets or an assignment of contract). The experience of the Bidder's affiliates (i.e. parent, subsidiary or sister corporations), subcontractors, or suppliers will not be considered.

1.1 Technical Evaluation

Mandatory and point rated technical evaluation criteria are included in Attachment 1 to Part 4.

1.2 Financial Evaluation

1.2.1 Mandatory Financial Criteria

Mandatory Financial Criteria		Yes/No
MF1	The total cost proposed by the Bidder must not exceed \$400,000.00, including optional periods excluding taxes.	

1.2.2 Evaluation of Price

The price of the bid will be evaluated in Canadian dollars, the Applicable Taxes excluded, Canadian customs and excise taxes included.

For evaluation purposes only, the price of the bid will be determined as follows:

- **1.2.1** The volumetric data included in the Financial Bid Presentation Sheet detailed in Attachment 1 to Part 3 are provided for bid evaluated price determination purposes only. They are not to be considered as a contract guarantee.
- **1.2.2** For bid evaluation and contractor(s) selection purposes only, the evaluated price of a bid will be determined in accordance with the Financial Bid Presentation Sheet detailed in Attachment a to Part 3.
- **2. Basis of Selection -** Highest Combined Rating Technical Merit (70%) and Price (30%)
 - (a) To be declared responsive, a bid must:
 - (i) comply with all the requirements of the bid solicitation

- (ii) meet all mandatory technical evaluation criteria
- (iii) obtain the required minimum of 30 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 54 points;
- (b) Bids not meeting (i) or (ii) or (iii) will be declared non-responsive.
- 3. The evaluation will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70% for the technical merit and 30% for the price.
- 4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70%.
- 5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%
- 6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- 7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be awarded the contract. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equals 85 and the lowest evaluated price in this example is \$140,000.

Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)

<u>Bidder</u>	Bidder 1	Bidder 2	Bidder 3
Overall Technical Score	80/85	60/85	70/85
Bid Evaluated Price	\$160,000	\$150,000	\$140,000
<u>Calculations</u>			
Technical Merit Score	80/85 x 70 = 65.88	60/85 x 70 = 49.41	70/85 x 70 = 57.64
Pricing Score	140/160 x 30 = 26.25	140/150 x 30 = 28.00	140/140 x 30 = 30.00
Combined Rating	92.13	77.41	87.64
Overall Rating	1 st	3 rd	2 nd

ATTACHMENT 1 TO PART 4, MANDATORY TECHNICAL CRITERIA AND POINT RATED TECHNICAL CRITERIA

The Contractor's qualifications would normally be obtained through a combination of education, training, and/or experience. Résumés who will participate on this contract must be submitted with the application. The résumés should clearly demonstrate the extent of knowledge and previous related work experience, research and analytical skills.

The proposal must include a statement of understanding, not to exceed two pages in length, of the work to be undertaken and why it has been requested. The proposal must also include a description of the technical approach, methodology, data sources, and a detailed work plan describing how the Contractor would carry out the tasks to achieve the project objectives.

Any relevant information to enable Environment and Climate Change Canada to adequately score the proposal based on the criteria listed below should be included.

1. Mandatory Technical Criteria

The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.

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

Ma	andatory Criteria	
Evaluation criteria	Substantiation	Reference/ Met / Not Met
MC1: Educational credentials The Bidder's proposed resource MUST hold a bachelor degree or a valid recognized certification or diploma or designation in graphic design or fine arts;	The Bidder must provide a copy of the proposed resource's credentials.	
MC2: Experience applying Federal Identity Plan (FIP) and ECCC's style guide. The Bidder's proposed resource MUST have experience working with the Government of Canada and have experience with the FIP within the last five (5) years.	The Bidder must provide a copy of proposed resource's CV and portfolio that includes at least one sample applying FIP.	
MC3: Experience working with a law enforcement or intelligence agency The Bidder's proposed resource MUST have a minimum of one (1) year experience working with a law enforcement or intelligence agency within the last five (5) years.	The Bidder must demonstrate experience by providing the following information: 1. Client's organization name, contact name and title, telephone number, and email address; 2. Start and end date of services provided by	

	the Bidder's proposed resource;
	3. Description of the services performed by
	the Bidder's proposed resource
MC4: Experience working in the graphics design	The Bidder must demonstrate experience by
field	providing the proposed resource's CV and
	portfolio that includes five samples of work
The Bidder's proposed resource MUST have a minimum of ten (10) years experience	
working in graphics design.	
MC5: Experience teaching graphics design	The Bidder must demonstrate experience by
concepts, principles and/or software	providing the following information:
	Copy of resource's graphics design
The Bidder's proposed resource MUST hold	certifications
graphics design training certification and have	
a minimum of ten (10) years of teaching	2. Courses that the resource taught since
graphics design experience.	2010, including information about the
	employing company, training location
	and course title
MC6: Security Clearance	The Bidder must demonstrate they meet the security requirements by:
At the time of bid closing:	The Bidder must provide their DOS clearance number and expiry date.
The Bidder must hold a valid Designated Organization Screening (DOS) at the Protected Blovel issued by the Canadian	DOS number:
Protected B level, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services	Expiry:
Canada (PWGSC) with Document	2. The Bidder must provide the proposed
Safeguarding Ccapabilities (DCS). 2. The Bidder's proposed resource must hold	resource's security clearance number and expiry date:
a valid security clearance at the Reliability level	Security clearance number:
	Expiry:
MC7: References	The Bidder MUST provide and ensure contact
	information is up-to-date and include the
The Bidder MUST provide two (2) client	Company Name, Name of a Contact Person,
references for projects relevant to this request for bids.	mailing and email address and Phone Number.
	The references MUST also include a description of
The references MUST be for separate projects	the work that was completed (for example, submit
completed within the last five (5) years from the	a project description and attach a client
date of publication of the request for bids.	reference).
One (1) of the references MUST be from a law	Dath reference was ideal Market by a black and a
enforcement or intelligence agency.	Both references provided MUST be able to attest

to the quality and timeliness of the work undertaken by the Bidder by confirming the Bidder is capable of meeting timelines and delivering services that met or exceeded the	
expected quality.	

2. Point Rated Technical Criteria

Bids which meet all the mandatory technical criteria will be evaluated and scored as specified in the tables inserted below.

Bids which fail to obtain the required minimum number of points specified will be declared non-responsive. Each point rated technical criterion should be addressed separately.

Point Rated Technical Criteria				
Evaluation Criteria	Substantiation	Rating and Maximum Score	Score	Cross Reference to Proposal
RC1: Experience providing customer service to clients The Bidder should demonstrate their proposed resource's experience	The Bidder should demonstrate experience by providing the	1 point for each relevant year of experience up to a maximum of 5 points		
designing graphic design products for a Government of Canada client within the last five (5) years.	following information: • CV • References	1 point for each relevant year working for law enforcement or		
Additional points will be assigned for having previous experience working for a law enforcement or intelligence agency.		intelligence agency up to a maximum of 5 points		
RC2: Experience working in graphic design field The demonstrated experience of the Bidder's proposed resource working in graphic design.	The Bidder should demonstrate experience by providing the following information:	Max. 10 points 1 point for each relevant year of experience above 10 years Max. 5 points		
Above 10 years up to a maximum of 15 years.	CVPortfolioReferences			
RC3: Experience designing diverse products	The Bidder should demonstrate experience by	1 point for each type of product up to a maximum of 5 points		
The demonstrated experience of the Bidder's proposed resource, designing a variety of diverse products (e.g., PowerPoint presentations, reports, fact	providing the following information:	2 points for creativity of various products		

sheets, infographic).	• CV	2 points for a data	
sneets, imographic).	Portfolio	rich infographic	
Additional points will be assigned for	Fortiono	Tien imograpine	
having experience developing data rich		Max. 9 points	
infographics.		Wiak. 5 points	
an agraphics.			
RC4: Experience and/or certification	The Bidder should	1 point for each	
using a variety of graphic design tools	demonstrate	relevant tool up to a	
	experience by	maximum of 3 points	
The demonstrated experience of the	providing the		
Bidder's proposed resource using Adobe	following	1 point for having	
Illustrator and other graphic design tools.	_	certification for each	
	information:	tool up to a	
Additional points will be assigned for	• CV	maximum of 3 points	
having certification for the tools.	Copies of		
	certifications	Max. 6 points	
RC5: Experience teaching graphic design concepts, principles, and/or software	The Bidder should	1 point for each relevant year of	
concepts, principles, and/or software	demonstrate	experience up to a	
The demonstrated experience of the	experience by	maximum of 5	
Bidder's proposed resource teaching	providing the	points.	
graphic design.	following	points.	
8. 45.116 4.63.8.11	information:		
Above 10 years up to a maximum of 15	• CV	Max. 5 points	
years.	 Copies of 		
	certifications		
	 Portfolio 		
	 References 		
RC6: Experience applying a variety of	The Bidder should	1 point for each	
graphical design techniques and	demonstrate	criteria out of 14	
principles	experience by	points	
The demonstrated as a first of the	providing the	2	
The demonstrated experience of the	following	2 point for overall	
Bidder's proposed resource applying a	information:	design	
variety of graphic design techniques and principles.	• CV	2 point for creativity	
principies.	Copies of	2 point for creativity	
	certification	1 point for applying	
	Portfolio	FIP	
		-	
		Max. 19 points	
TOTAL SCORE		Max. 54 points	

PART 5 - CERTIFICATIONS

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

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

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

1. Certifications Required Precedent to Contract Award

1.1 Integrity Provisions - Associated Information

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions 2003. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

1.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from Employment and Social Development Canada (ESDC) - Labour's website.

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

2. Additional Certifications Required Precedent to Contract Award

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

2.1 Status and Availability of Resources

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

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

2.2 Education and Experience

PWGSC SACC Manual clause A3010T (2010-08-16) Education and Experience

PART 6 – SECURITY REQUIREMENTS

1. Security Requirement

- (a) At the date of bid closing, the following conditions must be met:
 - (i) the Bidder must hold a valid organization security clearance as indicated in Part 7 Resulting Contract Clauses;
 - (ii) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 7 Resulting Contract Clauses;
 - (iii) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
 - the Bidder's proposed location of work performance or document safeguarding must meet the security requirement as indicated in Part 7 - Resulting Contract Clauses;
 - (v) the Bidder must provide the address(es) of proposed location(s) of work performance or document safeguarding as indicated in Part 3 - Section IV Additional Information.
- (b) For additional information on security requirements, bidders should refer to the Canadian Industrial Security Directorate (CISD), Industrial Security Program of Public Works and Government Services Canada (http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) website.

PART 7 - RESULTING CONTRACT

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

Title: Graphic Design Services

1. Statement of Work

The Contractor must perform the	Work in accordance with	n the Statement of Work at A	nnex A
and the Contractor's technical bid	entitled, dated _	•	

2. Standard Clauses and Conditions

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

2.1 General Conditions

2010B (2020-05-28), General Conditions - Professional Services (Medium Complexity), as modified below, apply to and form part of the Contract.

General conditions 2010B is modified as follows:

At Section 12 Transportation Costs

Delete: In its entirety **Insert:** "Deleted"

At Section 13 Transportation Carriers" Liability

Delete: In its entirety. **Insert:** "Deleted"

At Section 18, Confidentiality:

Delete: In its entirety **Insert:** "Deleted"

Insert Subsection: "35 Liability"

"The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract."

A. For professional services requirements where the deliverables are copyrightable works:

Crowned to own all Intellectual Property (IP) rights in Copyright At Section 19 Copyright

Delete: In its entirety

Insert: 1. In this section:

- "Material" means anything that is created or developed by the Contractor as part of the Work under the Contract, and in which copyright subsists.

 "Background Information" means all Intellectual Property that is not Foreground Information that is incorporated into the Work or necessary for the performance of the Work and that is proprietary to or the confidential information of the Contractor, its subcontractors or any other third party;

 "Foreground Information" means all Intellectual Property first conceived, developed, produced or reduced to practice as part of the Work under the Contract:
- 2. Material that is created or developed by the Contractor as part of the Work under the Contract belongs to Canada. The Contractor must incorporate the copyright symbol and either of the following notices, as appropriate: © Her Majesty the Queen in right of Canada (year) or © Sa Majesté la Reine du chef du Canada (année).
- 3. At the request of the Contracting Authority, the Contractor must provide to Canada, at the completion of the Work or at such other time as the Contracting Authority may require, a written permanent waiver of moral rights as defined in the <u>Copyright Act</u>, R.S., 1985, c. C-42, in a form acceptable to the Contracting Authority, from every author that contributed to the Work. If the Contractor is an author, the Contractor permanently waives the Contractor's moral rights.
- 4. All Intellectual Property Rights in the Material belongs to Canada as soon as they come into existence. The Contractor has no right in or to any such Intellectual Property except any right that may be granted in writing by Canada.
- 5. The Contractor also grants to Canada a non-exclusive, perpetual, irrevocable, worldwide, fully-paid and royalty-free license to use the Background Information to the extent that this information is required by Canada to exercise its rights to use the Material. This license cannot be restricted in any way by the Contractor providing any form of notice to the contrary, including the wording on any shrink-wrapped license attached to any deliverable.

2.3 Specific Person(s)

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

2.4 Non-Disclosure Agreement

The Contractor must obtain from its employee(s) or subcontractor(s) the completed and signed non-disclosure agreement, attached at Annex D, and provide it to the Contracting Authority before they are given access to information by or on behalf of Canada in connection with the Work.

3. Security Requirement

- 3.1 The following security requirement (SRCL and related clauses) applies and form part of the Contract.
 - 1. The Contractor/Offeror MUST comply with the provisions of the:
 - a. Security Requirements Check List and security guide (if applicable), attached at Annex

- b. Contract Security Manual (CSM), Latest Edition¹
- 2. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid **Designated Organization Screening (DOS) at the level of Protected B**(CSM 3.2.1), issued by the Public Services and Procurement Canada's (PSPC) Contract Security Program (CSP), **these are not awarded in perpetuity**, they are granted for a specific contract, or on registration with **PSPC's Contract Security Program (CSP)** if it appears an organization may receive a contract. They lapses on completion of the last protected contract, after confirmation that the registration is not renewed, or both.
- 3. The Contractor/Offeror has been granted a <u>Document safeguarding capability (DSC)</u> (CSM 3.2.2.b) by PSPC's CSP before they can possess and store **protected or classified** information and assets at their facilities. A separate inspection and site clearance is required for each location where **protected or classified** information or assets will be stored or handled.
- 4. The Contractor/Offeror has completed PSPC's CSP's <u>Information Technology Security Inspection</u> (CSM Annex D) and <u>received written authorization from PSPC's CSP</u> (CSM 7.1) or has received written authorization from ECCC, before they create, process or store **protected** information on their IT systems. Organizations must not use an IT system in support of this contract to store/process/create protected or classified information before receiving written authorization; to do so will constitute a breach of one or more of the terms of this contract.
- 5. The Contractor's/Offeror's personnel requiring access to **protected** information, assets or sensitive work site(s) must **each** hold a valid **reliability status**, granted or approved by the **CSP/ISS/PSPC**
- 6. The Contractor/Offeror must report to ECCC any security incidents and changes in circumstances and behaviors² that may impact the ability of the Contractor/Offeror to maintain the confidentiality of ECCC provided protected information.
- 7. The Contractor/Offeror MUST ensure that their personnel have been briefed on their responsibilities for the handling and safeguarding protected and/or classified information and assets and comply with Chapter 6 and Annex C of the Contract Security Manual (Latest Edition).

3.2 Contractor's Site or Premises Requiring Safeguard Measures

The Contractor must diligently maintain up-to-date, the information related to the Contractor's site or premises, where safeguard measures are required in the performance of the Work, for the following addresses:

Address:

Street Number / Street Name, Unit / Suite / Apartment Number City, Province, Territory / State Postal Code / Zip Code Country

¹ CSM: <u>https://www.tpsgc-pwgsc.gc.ca/esc-src/msc-csm/index-eng.html</u>

Reporting incidents: https://www.tpsgc-pwgsc.gc.ca/esc-src/protection-safeguarding/signalement-reporting-eng.html

4. Term of Contract

4.1 Period of the Contract

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

4.2 Option to Extend the Contract

- i. The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to **two (2)** additional one (1) year periods under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment.
- ii. Canada may exercise this option at any time by sending a written notice to the Contractor before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced, for administrative purposes only, through a formal contract amendment.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Mitchell Palmer Title: Team Manager

Organization: Environment and Climate Change Canada

Address: 200 Sacre-Coeur Blvd, Gatineau, Quebec, Canada K1A 0H3

Telephone: 613-854-7053

E-mail address: mitchell.palmer@canada.ca

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

5.2 Technical Authority (provided at contract award)

The Technical Authority for the Contract is:

Name:

Title:

Organization:

Address:

Telephone:

E-mail address:

The Technical Authority named above 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 Technical Authority, however the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

5.3 Contractor's Representative

(Fill in or delete as applicable)

6. Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a *Public Service Superannuation Act* (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

7. Payment

7.1 Basis of Payment

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

7.2 Limitation of Expenditure

- (a) Canada's total liability to the Contractor under the Contract must not exceed \$ _____.

 Customs duties are included and the Applicable Taxes are extra.
- (b) 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:
 - (i) when it is 75 percent committed, or
 - (ii) four (4) months before the contract expiry date, or
 - (iii) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

(c) If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.3 PWGSC SACC Manual Clauses

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

8. Invoicing Instructions

8.1 Monthly Payment

- 8.1.1 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:
 - 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.

9. Certifications

9.1 Compliance

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

10. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in ______. (*Insert the name of the province or territory as specified by the bidder in its bid, if applicable.*)

11. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) 2010B General Conditions Professional Services (Medium Complexity) (2020-05-28) as modified:

- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Security Requirements Check List
- (h) Annex D, Non-Disclosure Certification (if applicable);
- the Contractor's bid dated ______, (insert date of bid if the bid was clarified or amended, insert at the time of contract award, as clarified on ______ or as amended on _____ and insert date(s) of clarification(s) or amendment(s)).

12. Insurance

PWGSC SACC Manual clause G1005C (2016-01-28) Insurance – No Specific Requirement

ANNEX A STATEMENT OF WORK

1.0 Purpose

Contract to secure high quality graphics design services for enforcement materials and products

2.0 Objectives

The objective of this contract will be to obtain high quality graphic design services for Directorates within Enforcement Branch (EB), including: Risk Assessment Directorate (RAD), Transformation Bureau, Environmental Enforcement Directorate (EED), Widlife Enforcement Directorate (WED), Enforcement Service Directorate (ESD) and Officer Safety Initiative (OSI).

RAD has committed to Environment and Climate Change Canada's (ECCC) Deputy Minister to deliver six threat-risk assessments and 12 operational intelligence assessments over the next 24 months. Other products that are required include enforcement project plans, annual reports, policy documents and presentations. In order to meet this commitment, design and visual display of information assistance is required to expedite the completion of products and ensure effective communication. The risk and intelligence assessment products will require icons, charts, graphs, infographics and tempates for various products, including visual display of content as well as other design work.

EB Transformation Bureau leads transformational priorities for the EB; with this mandate comes responsibilites, such as strategic advice to Chief Enforcement Officer (CEO) and Enforcement Branch Management Committee (EBMC), change management, communications, and Branch and departmental engagement. Effective communication is key to a successful change agenda and access to graphic design services will help improve communications within and outside the Branch.

Both EED and WED require graphically designed communication products as well as enforcement and intelligence assessments. The ESD and OSI will require key communication documents to be graphically designed.

3.0 Background Statement

EB's mandate includes not only the application of enforcement powers to establish compliance with all ECCC laws, regulations, and enforceable instruments, but also the related activities necessary to do this effectively. EB's mandate is to:

- Help ensure ECCC's laws and regulations are enforceable. This includes working with
 departmental experts engaged in amending or drafting new legislation or regulations. EB's
 objective is to ensure environmental standards have specific legal thresholds that must be met,
 articulated in a way that a contravention can be established in court.
- Identify non-compliance risks through EB's intelligence function, which operates to identify risk factors and trends in non-compliance.
- Inspect regulatees and Canadians using a risk-based approach to verify compliance with all ECCC laws and regulations.

- Respond to referrals from within and outside the federal government, including those received via the National Environmental Emergencies Centre (NEEC).
- Investigate cases of suspected non-compliance to establish if an ECCC law or regulation has been violated.
- Take enforcement action where required to establish or restore compliance.

4.0 Scope

The contractor must be able to produce high quality graphic design products to achieve specified deliverables based on client specifications. They will be expected to work with the client to ensure the products meet expectations in terms of content, quality and timeliness. The contractor is encouraged to use their training and creativity, while ensuring all graphical design principles are followed and the product is aligned with Directorate's and the Government of Canada Federal Identify Plan (FIP). The contractor must be open to client's suggestions and direction. At times, the contractor may be asked to work on a short notice to deliver key products within a short timeframe, which may require working outside of regular business hours.

The contractor must be able to train Directorate's employees in graphic design principles application and using available software to design their own products as needed. The products can be designed in available software, but delivered products must be in easily editable formats (e.g., PowerPoint, Word, PDF). The contractor is also expected to be able to provide advice to the client on various design products. The contractor must be able to effectively communicate orally in a language of their choice (English or French).

5.0 Tasks

The contract is to secure graphical design services. The contractor, who on an as and when required basis, shall design a variety of items that are necessary according to clients' specifications.

6.0 Deliverables

The contractor, who on an as and when required basis, may be required to work approximately 850 hours on average per year during the duration of the contract. Deliverables will be discussed as they arise. An annual hourly limit will be determined upon award of the contract based on the submitted hourly rate of the Bidder.

The products will be developed in one official language (either English or French) and will be sent to translation through ECCC's translation bureau. The Bidder will not be expected to translate documents, however they will be expected to provide files that can be easily edited in the specified format (e.g., Word, PowerPoint presentations, editable PDF) for translation and to adjust the work of the translated version to maintain the overall "look and feel."

7.0 Language

All work is to be completed in English or French.

8.0 Work Location

The contractor will work from their business location. They may be required to attend meetings virtually or at ECCC NCR locations when necessary.

9.0 Department's responsibility

To provide content, guidance and approval on all final products. The department also hold all native files and intellectual property. In addition to providing final products in the specified format, product elements (e.g., images, logos) may be designed using Adobe Illustrator, which should also be provided to the client.

10.0 Constraints

The graphical design products will be dependent on content developers. The contractor will be expected to develop products, as content becomes available. This means there will be times when no new tasks will be assigned and times when an array of products may need to be developed in a short period time. Flexibility is essential.

11.0 Client Support and Key Stakeholders

The contractor who, on an as and when required basis, will be working with 2-6 primary clients and potentially several stakeholders. The primary clients will include RAD, the Transformation Bureau, EED, WED, ESD, and OSI. The primary contacts for those groups will be the Managers. The work and quality assurance will be conducted by the Managers. The Managers may ask the contractor to work with various stakeholders, such as the RAD DG, team members, and other internal stakeholders (e.g., communication branch). The contracting authority, final approval of products, and invoicing will remain with the Managers.

The end users of the developed products will be ECCC employees, including senior management. The products may be shared externally with other governmental departments and agencies, but they are not expected to be shared with the public.

ANNEX B BASIS OF PAYMENT

(provided at contract award)

ANNEX C SECURITY REQUIREMENTS CHECK LIST



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

SECURITY REQUIREMENTS CHECK LIST (SRCL)

PART A - CONTRACT INFORMATION / PARTIE A			S A LA SECURITE (LVER	5)
 Originating Government Department or Organization Ministère ou organisme gouvernemental d'origine 			Branch or Directorate / D	ection générale ou Direction orate, Enforcement Branch
3. a) Subcontract Number / Numéro du contrat de so	us-traitance 3.	b) Name and Addres	ss of Subcontractor / Nom et ac	dresse du sous-traitant
4. Brief Description of Work / Brève description du tra	avail			
 a) Will the supplier require access to Controlled Go Le fournisseur aura-t-il accès à des marchandis 				No Non Oui
5. b) Will the supplier require access to unclassified r Regulations?	military technical data s	ubject to the provision	ons of the Technical Data Conti	rol No Yes Oui
Le fournisseur aura-t-il accès à des données te	chniques militaires non	classifiées qui sont a	assujetties aux dispositions du	
sur le contrôle des données techniques? 6. Indicate the type of access required / Indiquer le type	ype d'accès requis			
6. a) Will the supplier and its employees require acce				, No Yes
Le fournisseur ainsi que les employés auront-ils (Specify the level of access using the chart in Q		ments ou à des bier	ns PROTÉGÉS et/ou CLASSIF	'IÉS?
(Préciser le niveau d'accès en utilisant le tablea	u qui se trouve à la que			
b) Will the supplier and its employees (e.g. cleane PROTECTED and/or CLASSIFIED information)		inel) require access	to restricted access areas? No	o access to No Yes Oui
Le fournisseur et ses employés (p. ex. nettoyeu à des renseignements ou à des biens PROTÉG	rs, personnel d'entretie	n) auront-ils accès à	des zones d'accès restreintes	? L'accès
6. c) Is this a commercial courier or delivery requirem				No Yes
S'agit-il d'un contrat de messagerie ou de livrais		1 0		Non L Oui
7. a) Indicate the type of information that the supplier	will be required to acc	ess / Indiquer le type		
Canada 🔀	NATO / (DTAN	Foreign	/ Étranger
7. b) Release restrictions / Restrictions relatives à la				
No release restrictions Aucune restriction relative à la diffusion	All NATO countries Tous les pays de l'O	TAN	No release restriction à la diffusion	
Not releasable				
À ne pas diffuser				
Restricted to: / Limité à :	Restricted to: / Limité	é à :	Restricted to: / Li	mité à :
Specify country(ies): / Préciser le(s) pays :	Specify country(ies):	/ Préciser le(s) pays	Specify country(i	es): / Préciser le(s) pays :
7. c) Level of information / Niveau d'information				
PROTECTED A	NATO UNCLASSIFIE	FD -	1 PROTECTED A	
PROTÉGÉ A	NATO NON CLASSI	,	PROTÉGÉ A	
PROTECTED B	NATO RESTRICTED		PROTECTED B	
PROTÉGÉ B	NATO DIFFUSION F		PROTÉGÉ B	
PROTECTED C	NATO CONFIDENTI	AL	PROTECTED C	
PROTÉGÉ C	NATO CONFIDENTI	EL	PROTÉGÉ C	
CONFIDENTIAL	NATO SECRET		CONFIDENTIAL	
CONFIDENTIEL	NATO SECRET		CONFIDENTIEL	
SECRET	COSMIC TOP SECR		SECRET	
SECRET	COSMIC TRÈS SEC	RET L	SECRET	
TOP SECRET			TOP SECRET	
TRÈS SECRET			TRÈS SECRET	NOWE)
TOP SECRET (SIGINT)			TOP SECRET (S	
TRÈS SECRET (SIGINT)			TRÈS SECRET ((SIGINT) L

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité

Canadä



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

DART A /conf	inued) / PARTIE A (suite)										
8. Will the supple Le fournisse If Yes, indica	. 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? Dans l'affirmative, indiquer le niveau de sensibilité:										
9. Will the supp	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 Ves Non Union										
) of material / Titre(s) abrégé(s) du l lumber / Numéro du document :	matériel :									
PART B - PER	SONNEL (SUPPLIER) / PARTIE B										
10. a) Personn	el security screening level required	Niveau de contrôle de la sécurité	é du personnel requis								
\boxtimes	RELIABILITY STATUS COTE DE FIABILITÉ	CONFIDENTIAL CONFIDENTIEL	SECRET SECRET	TOP SECR TRÈS SECI							
	TOP SECRET – SIGINT TRÈS SECRET – SIGINT	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET NATO SECRET		OP SECRET RÈS SECRET						
	SITE ACCESS ACCÈS AUX EMPLACEMENTS										
	Special comments: Commentaires spéciaux :										
	NOTE: If multiple levels of screening REMARQUE: Si plusieurs niveau			la sécurité doit être f	ourni.						
Du pers	creened personnel be used for port onnel sans autorisation sécuritaire p	eut-il se voir confier des parties d	lu travail?		No Yes Oui						
	rill unscreened personnel be escorte ffirmative, le personnel en question				No Yes Non Oui						
PART C - SAF	EGUARDS (SUPPLIER) / PARTIE	C - MESURES DE PROTECTION	(FOURNISSEUR)								
INFORMATIO	ON/ASSETS / RENSEIGNEME	NTS / BIENS									
premise	isseur sera-t-il tenu de recevoir et d		_	_	No Non Non Oui						
11. b) Will the	supplier be required to safeguard C				☐ No ☐Yes						
Le fourn	isseur sera-t-il tenu de protéger des	renseignements ou des biens CC	DMSEC?		NonOui						
PRODUCTIO	N										
occur at Les insta	roduction (manufacture, and/or repair the supplier's site or premises? allations du fournisseur serviront-elles ASSIFIÉ?				No Non Oui						
INFORMATIC	N TECHNOLOGY (IT) MEDIA / S	SUPPORT RELATIF À LA TECHN	OLOGIE DE L'INFORMATION (T	I)							
informati Le fourni	supplier be required to use its IT syste on or data? isseur sera-t-il tenu d'utiliser ses prop ements ou des données PROTÉGÉS	res systèmes informatiques pour tra			No Non Yes Oui						
Dispose	e be an electronic link between the su ra-t-on d'un lien électronique entre le ementale?			nce	No Yes Oui						

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité

Canadä

*	Government	Gouvernement
不	of Canada	du Canada

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

- Α	k	Т	С.	(conti	nued)	/ PAR	TIE C	2	SUIL	Θ	J
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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				CLASSIFIED CLASSIFIÉ			NATO				COMSEC					
	Α	В	С	CONFIDENTIAL	SECRET	TOP SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COSMIC TOP		OTECT ROTÉG		CONFIDENTIAL	SECRET	TOP SECRET
				CONFIDENTIEL		TRÈS SECRET	NATO DIFFUSION RESTREINTE	NATO CONFIDENTIEL		SECRET COSMIC TRÈS SECRET	Α	В	С	CONFIDENTIEL		TRES SECRET
Information / Assets Renseignements / Biens	Х	Χ														
Production																
IT Media / Support TI	✓	✓														
IT Link / Lien électronique																

Renseignements / Biens	X	Χ																	
Production																			Ì
IT Media / Support TI	✓	✓																	
IT Link / Lien électronique																			
40 - 1 - 1 - 1	4°	- 6 41-		d 4			- 0001	DD()TEOTED	1/ 01	4 0 0 I F I F	-00					N		_
12. a) Is the descrip La description													SIFIÉE?				X Non	L Ye	⊹S Ji
If Yes, classify Dans l'affirma « Classification	tive	, clas	ssifie	r le pr	ésent	formula	ire en i	ndiq	uant le ni										
12. b) Will the docur La documentat												E?					X No	Ot	es Ji
If Yes, classify attachments (Dans l'affirma « Classificatio des pièces joi	e.g. tive	SEC , clas	RET ssifie	with A	ttach ésent	ments). formula	ire en i	ndiq	uant le ni	veau de s	curité d	dans	la case i	ntitul	ée				





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

PART D - AUTHORIZATION / PART 13. Organization Project Authority / O					
Name (print) - Nom (en lettres moulé	0 , ,	Title - Titre		Signature	
Andrew Brighte	,	Acting Man	ager, Strategic Intelligence, sment Directorate	Oignature	
Telephone No N° de téléphone 819-271-9194	Facsimile No N° de	télécopieur	E-mail address - Adresse cour andrew.brighten@canada		Date 2021-04-16
14. Organization Security Authority /	Responsable de la séc	curité de l'organ	isme		
Name (print) - Nom (en lettres moulé	es)	Title - Titre		Signature	
Lori Nelson		Security	Officer		
Telephone No N° de téléphone 780-951-8895	Facsimile No N° de		E-mail address - Adresse cour lori.nelson@canada.ca	riel	Date
15. Are there additional instructions (Des instructions supplémentaires				t-elles jointes	No Yes Non Oui
16. Procurement Officer / Agent d'ap	provisionnement				
Name (print) - Nom (en lettres moulé	es)	Title - Titre		Signature	
Telephone No N° de téléphone	Facsimile No N° de	télécopieur	E-mail address - Adresse cou	urriel	Date
17. Contracting Security Authority / A	utorité contractante en	matière de séc	curité		
Name (print) - Nom (en lettres moulé	es)	Title - Titre		Signature	
Telephone No N° de téléphone	Facsimile No N° de	télécopieur	E-mail address - Adresse cou	ırriel	Date

Security Classification / Classification de sécurité

TBS/SCT 350-103(2004/12)

Canadä

Instructions for completion of a Security Requirements Check List (SRCL)

The instruction sheet should remain attached until Block #17 has been completed.

GENERAL - PROCESSING THIS FORM

The project authority shall arrange to complete this form.

The organization security officer shall review and approve the security requirements identified in the form, in cooperation with the project authority.

The contracting security authority is the organization responsible for ensuring that the suppliers are compliant with the security requirements identified in the SRCL.

All requisitions and subsequent tender / contractual documents including subcontracts that contain PROTECTED and/or CLASSIFIED requirements must be accompanied by a completed SRCL.

It is important to identify the level of PROTECTED information or assets as Level "A," "B" or "C," when applicable; however, certain types of information may only be identified as "PROTECTED". No information pertaining to a PROTECTED and/or CLASSIFIED government contract may be released by suppliers, without prior written approval of the individual identified in Block 17 of this form.

The classification assigned to a particular stage in the contractual process does not mean that everything applicable to that stage is to be given the same classification. Every item shall be PROTECTED and/or CLASSIFIED according to its own content. If a supplier is in doubt as to the actual level to be assigned, they should consult with the individual identified in Block 17 of this form.

PART A - CONTRACT INFORMATION

Contract Number (top of the form)

This number must be the same as that found on the requisition and should be the one used when issuing an RFP or contract. This is a unique number (i.e. no two requirements will have the same number). A new SRCL must be used for each new requirement or requisition (e.g. new contract number, new SRCL, new signatures).

1. Originating Government Department or Organization

Enter the department or client organization name or the prime contractor name for which the work is being performed.

2. Directorate / Branch

This block is used to further identify the area within the department or organization for which the work will be conducted.

3. a) Subcontract Number

If applicable, this number corresponds to the number generated by the Prime Contractor to manage the work with its subcontractor.

b) Name and Address of Subcontractor

Indicate the full name and address of the Subcontractor if applicable.

4. Brief Description of Work

Provide a brief explanation of the nature of the requirement or work to be performed.

5. a) Will the supplier require access to Controlled Goods?

The Defence Production Act (DPA) defines "Controlled Goods" as certain goods listed in the Export Control List, a regulation made pursuant to the Export and Import Permits Act (EIPA). Suppliers who examine, possess, or transfer Controlled Goods within Canada must register in the Controlled Goods Directorate or be exempt from registration. More information may be found at www.cgd.gc.ca.

b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations?

The prime contractor and any subcontractors must be certified under the U.S./Canada Joint Certification Program if the work involves access to unclassified military data subject to the provisions of the Technical Data Control Regulations. More information may be found at www.dlis.dla.mil/jcp.

6. Indicate the type of access required

Identify the nature of the work to be performed for this requirement. The user is to select one of the following types:

a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets?

The supplier would select this option if they require access to PROTECTED and/or CLASSIFIED information or assets to perform the duties of the requirement.

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.

The supplier would select this option if they require regular access to government premises or a secure work site only. The supplier will not have access to PROTECTED and/or CLASSIFIED information or assets under this option.

c) Is this a commercial courier or delivery requirement with no overnight storage?

The supplier would select this option if there is a commercial courier or delivery requirement. The supplier will not be allowed to keep a package overnight. The package must be returned if it cannot be delivered.

7. Type of information / Release restrictions / Level of information

Identify the type(s) of information that the supplier may require access to, list any possible release restrictions, and if applicable, provide the level(s) of the information. The user can make multiple selections based on the nature of the work to be performed.

Departments must process SRCLs through PWGSC where:

- contracts that afford access to PROTECTED and/or CLASSIFIED foreign government information and assets;
- contracts that afford foreign contractors access to PROTECTED and/or CLASSIFIED Canadian government information and assets; or
- contracts that afford foreign or Canadian contractors access to PROTECTED and/or CLASSIFIED information and assets as defined in the documents entitled Identifying INFOSEC and INFOSEC Release.

a) Indicate the type of information that the supplier will be required to access

Canadian government information and/or assets

If Canadian information and/or assets are identified, the supplier will have access to PROTECTED and/or CLASSIFIED information and/or assets that are owned by the Canadian government.

NATO information and/or assets

If NATO information and/or assets are identified, this indicates that as part of this requirement, the supplier will have access to PROTECTED and/or CLASSIFIED information and/or assets that are owned by NATO governments. NATO information and/or assets are developed and/or owned by NATO countries and are not to be divulged to any country that is not a NATO member nation. Persons dealing with NATO information and/or assets must hold a NATO security clearance and have the required need-to-know.

Requirements involving CLASSIFIED NATO information must be awarded by PWGSC. PWGSC / CIISD is the Designated Security Authority for industrial security matters in Canada.

Foreign government information and/or assets

If foreign information and/or assets are identified, this requirement will allow access to information and/or assets owned by a country other than Canada.

b) Release restrictions

If **Not Releasable** is selected, this indicates that the information and/or assets are for **Canadian Eyes Only (CEO)**. Only Canadian suppliers based in Canada can bid on this type of requirement. NOTE: If Canadian information and/or assets coexists with CEO information and/or assets, the CEO information and/or assets must be stamped **Canadian Eyes Only (CEO)**.

If No Release Restrictions is selected, this indicates that access to the information and/or assets are not subject to any restrictions.

If ALL NATO countries is selected, bidders for this requirement must be from NATO member countries only.

NOTE: There may be multiple release restrictions associated with a requirement depending on the nature of the work to be performed. In these instances, a security guide should be added to the SRCL clarifying these restrictions. The security guide is normally generated by the organization's project authority and/or security authority.

c) Level of information

Using the following chart, indicate the appropriate level of access to information/assets the supplier must have to perform the duties of the requirement.

PROTECTED	CLASSIFIED	NATO
PROTECTED A	CONFIDENTIAL	NATO UNCLASSIFIED
PROTECTED B	SECRET	NATO RESTRICTED
PROTECTED C	TOP SECRET	NATO CONFIDENTIAL
	TOP SECRET (SIGINT)	NATO SECRET
		COSMIC TOP SECRET

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?

If Yes, the supplier personnel requiring access to COMSEC information or assets must receive a COMSEC briefing. The briefing will be given to the "holder" of the COMSEC information or assets. In the case of a "personnel assigned" type of contract, the customer department will give the briefing. When the supplier is required to receive and store COMSEC information or assets on the supplier's premises, the supplier's COMSEC Custodian will give the COMSEC briefings to the employees requiring access to COMSEC information or assets. If Yes, the Level of sensitivity must be indicated.

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?

If Yes, the supplier must provide the Short Title of the material and the Document Number. Access to extremely sensitive INFOSEC information or assets will require that the supplier undergo a Foreign Ownership Control or Influence (FOCI) evaluation by CIISD.

PART B - PERSONNEL (SUPPLIER)

10. a) Personnel security screening level required

Identify the screening level required for access to the information/assets or client facility. More than one level may be identified depending on the nature of the work. Please note that Site Access screenings are granted for access to specific sites under prior arrangement with the Treasury Board of Canada Secretariat. A Site Access screening only applies to individuals, and it is not linked to any other screening level that may be granted to individuals or organizations.

RELIABILITY STATUS	CONFIDENTIAL	SECRET		
TOP SECRET	TOP SECRET (SIGINT)	NATO CONFIDENTIAL		
NATO SECRET	COSMIC TOP SECRET	SITE ACCESS		

If multiple levels of screening are identified, a Security Classification Guide must be provided.

b) May unscreened personnel be used for portions of the work?

Indicating Yes means that portions of the work are not PROTECTED and/or CLASSIFIED and may be performed outside a secure environment by unscreened personnel. The following question must be answered if unscreened personnel will be used:

Will unscreened personnel be escorted?

If No, unscreened personnel may not be allowed access to sensitive work sites and must not have access to PROTECTED and/or CLASSIFIED information and/or assets.

If Yes, unscreened personnel must be escorted by an individual who is cleared to the required level of security in order to ensure there will be no access to PROTECTED and/or CLASSIFIED information and/or assets at the work site.

PART C - SAFEGUARDS (SUPPLIER)

11. INFORMATION / ASSETS

a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information and/or assets on its site or premises?

If Yes, specify the security level of the documents and/or equipment that the supplier will be required to safeguard at their own site or premises using the summary chart.

b) Will the supplier be required to safeguard COMSEC information or assets?

If Yes, specify the security level of COMSEC information or assets that the supplier will be required to safeguard at their own site or premises using the summary chart.

PRODUCTION

c) Will the production (manufacture, repair and/or modification) of PROTECTED and/or CLASSIFIED material and/or equipment occur at the supplier's site or premises?

Using the summary chart, specify the security level of material and/or equipment that the supplier manufactured, repaired and/or modified and will be required to safeguard at their own site or premises.

INFORMATION TECHNOLOGY (IT)

d) Will the supplier be required to use its IT systems to electronically process and/or produce or store PROTECTED and/or CLASSIFIED information and/or data?

If Yes, specify the security level in the summary chart. This block details the information and/or data that will be electronically processed or produced and stored on a computer system. The client department and/or organization will be required to specify the IT security requirements for this procurement in a separate technical document. The supplier must also direct their attention to the following document: Treasury Board of Canada Secretariat - Operational Security Standard: Management of Information Technology Security (MITS).

e) Will there be an electronic link between the supplier's IT systems and the government department or agency?

If Yes, the supplier must have their IT system(s) approved. The Client Department must also provide the Connectivity Criteria detailing the conditions and the level of access for the electronic link (usually not higher than PROTECTED B level).

SUMMARY CHART

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.

For users completing the form **online** (via the Internet), the Summary Chart is automatically populated by your responses to previous questions.

PROTECTED	CLASSIFIED	NATO	COMSEC
PROTECTED A	CONFIDENTIAL	NATO RESTRICTED	PROTECTED A
PROTECTED B	SECRET	NATO CONFIDENTIAL	PROTECTED B
PROTECTED C	TOP SECRET	NATO SECRET	PROTECTED C
	TOP SECRET (SIGINT)	COSMIC TOP SECRET	CONFIDENTIAL
			SECRET
			TOP SECRET

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".

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

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).

PART D - AUTHORIZATION

13. Organization Project Authority

This block is to be completed and signed by the appropriate project authority within the client department or organization (e.g. the person responsible for this project or the person who has knowledge of the requirement at the client department or organization). This person may on occasion be contacted to clarify information on the form.

14. Organization Security Authority

This block is to be signed by the Departmental Security Officer (DSO) (or delegate) of the department identified in Block 1, or the security official of the prime contractor.

15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached?

A Security Guide or Security Classification Guide is used in conjunction with the SRCL to identify additional security requirements which do not appear in the SRCL, and/or to offer clarification to specific areas of the SRCL.

16. Procurement Officer

This block is to be signed by the procurement officer acting as the contract or subcontract manager.

17. Contracting Security Authority

This block is to be signed by the Contract Security Official. Where PWGSC is the Contract Security Authority, Canadian and International Industrial Security Directorate (CIISD) will complete this block.

Instructions pour établir la Liste de vérification des exigences relatives à la sécurité (LVERS)

La feuille d'instructions devrait rester jointe au formulaire jusqu'à ce que la case 17 ait été remplie.

GÉNÉRALITÉS - TRAITEMENT DU PRÉSENT FORMULAIRE

Le responsable du projet doit faire remplir ce formulaire.

L'agent de sécurité de l'organisation doit revoir et approuver les exigences de sécurité qui figurent dans le formulaire, en collaboration avec le responsable du projet.

Le responsable de la sécurité des marchés est le responsable chargé de voir à ce que les fournisseurs se conforment aux exigences de sécurité mentionnées dans la LVERS.

Toutes les demandes d'achat ainsi que tous les appels d'offres et les documents contractuels subséquents, y compris les contrats de sous-traitance, qui comprennent des exigences relatives à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS doivent être accompagnés d'une LVERS dûment remplie.

Il importe d'indiquer si les renseignements ou les biens PROTÉGÉS sont de niveau A, B ou C, le cas échéant; cependant, certains types de renseignements peuvent être indiqués par la mention « PROTÉGÉ » seulement. Aucun renseignement relatif à un contrat gouvernemental PROTÉGÉ ou CLASSIFIÉ ne peut être divulgué par les fournisseurs sans l'approbation écrite préalable de la personne dont le nom figure à la case 17 de ce formulaire.

La classification assignée à un stade particulier du processus contractuel ne signifie pas que tout ce qui se rapporte à ce stade doit recevoir la même classification. Chaque article doit être PROTÉGÉ et/ou CLASSIFIÉ selon sa propre nature. Si un fournisseur ne sait pas quel niveau de classification assigner, il doit consulter la personne dont le nom figure à la case 17 de ce formulaire.

PARTIE A - INFORMATION CONTRACTUELLE

Numéro du contrat (au haut du formulaire)

Ce numéro doit être le même que celui utilisé sur la demande d'achat et services et devrait être celui utilisé dans la DDP ou dans le contrat. Il s'agit d'un numéro unique (c.-à-d. que le même numéro ne sera pas attribué à deux besoins distincts). Une nouvelle LVERS doit être utilisée pour chaque nouveau besoin ou demande (p. ex. un nouveau numéro de contrat, une nouvelle LVERS, de nouvelles signatures).

1. Ministère ou organisme gouvernemental d'origine

Inscrire le nom du ministère ou de l'organisme client ou le nom de l'entrepreneur principal pour qui les travaux sont effectués.

2. Direction générale ou Direction

Cette case peut servir à fournir plus de détails quant à la section du ministère ou de l'organisme pour qui les travaux sont effectués.

3. a) Numéro du contrat de sous-traitance

S'il y a lieu, ce numéro correspond au numéro généré par l'entrepreneur principal pour gérer le travail avec son sous-traitant.

b) Nom et adresse du sous-traitant

Indiquer le nom et l'adresse au complet du sous-traitant, s'il y a lieu.

4. Brève description du travail

Donner un bref aperçu du besoin ou du travail à exécuter.

5. a) Le fournisseur aura-t-il accès à des marchandises contrôlées?

La Loi sur la production de défense (LPD) définit « marchandises contrôlées » comme désignant certains biens énumérés dans la Liste des marchandises d'exportation contrôlée, un règlement établi en vertu de la Loi sur les licences d'exportation et d'importation (LLEI). Les fournisseurs qui examinent, possèdent ou transfèrent des marchandises contrôlées à l'intérieur du Canada doivent s'inscrire à la Direction des marchandises contrôlées ou être exemptés de l'inscription. On trouvera plus d'information à l'adresse www.cgp.gc.ca.

b) 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?

L'entrepreneur et tout sous-traitant doivent être accrédités en vertu du Programme mixte d'agrément Etats-Unis / Canada si le travail comporte l'accès à des données militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques. On trouvera plus d'information à l'adresse www.dlis.dla.mil/jcp/.

6. Indiquer le type d'accès requis

Indiquer la nature du travail à exécuter pour répondre à ce besoin. L'utilisateur doit choisir un des types suivants :

a) Le fournisseur et ses employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS?

Le fournisseur choisit cette option s'il doit avoir accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS pour accomplir le travail requis.

b) 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.

Le fournisseur choisit cette option seulement s'il doit avoir accès régulièrement aux locaux du gouvernement ou à un lieu de travail protégé. Le fournisseur n'aura pas accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS en vertu de cette option.

c) S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?

Le fournisseur choisit cette option s'il y a nécessité de recourir à un service de messagerie ou de livraison commerciale. Le fournisseur ne sera pas autorisé à garder un colis pendant la nuit. Le colis doit être retourné s'il ne peut pas être livré.

7. Type d'information / Restrictions relatives à la diffusion / Niveau d'information

Indiquer le ou les types d'information auxquels le fournisseur peut devoir avoir accès, énumérer toutes les restrictions possibles relatives à la diffusion, et, s'il y a lieu, indiquer le ou les niveaux d'information. L'utilisateur peut faire plusieurs choix selon la nature du travail à exécuter.

Les ministères doivent soumettre la LVERS à TPSGC lorsque:

- les marchés prévoient l'accès aux renseignements et aux biens de nature PROTÉGÉS et/ou CLASSIFIÉS étrangers ;
- les marchés prévoient aux entrepreneurs étrangers l'accès aux renseignements et aux biens de nature PROTÉGÉS et/ou CLASSIFIÉS canadiens; ou
- les marchés prévoient aux entrepreneurs étrangers ou canadiens l'accès aux renseignements et aux biens de nature PROTÉGÉS et/ou CLASSIFIÉS tels que définis dans les documents intitulés Moyens INFOSEC détermination et Divulgation de INFOSEC.

a) Indiquer le type d'information auquel le fournisseur devra avoir accès

Renseignements et/ou biens du gouvernement canadien

Si des renseignements et/ou des biens canadiens sont indiqués, le fournisseur aura accès à des renseignements et/ou à des biens PROTÉGÉS et/ou CLASSIFIÉS appartenant au gouvernement canadien.

Renseignements et/ou biens de l'OTAN

Si des renseignements et/ou des biens de l'OTAN sont indiqués, cela signifie que, dans le cadre de ce besoin, le fournisseur aura accès à des renseignements et/ou à des biens PROTÉGÉS et/ou CLASSIFIÉS appartenant à des gouvernements membres de l'OTAN. Les renseignements et/ou les biens de l'OTAN sont élaborés par des pays de l'OTAN ou leur appartiennent et ne doivent être divulgués à aucun pays qui n'est pas un pays membre de l'OTAN. Les personnes qui manient des renseignements et/ou des biens de l'OTAN doivent détenir une autorisation de sécurité de l'OTAN et avoir besoin de savoir.

Les contrats comportant des renseignements CLASSIFIÉS de l'OTAN doivent être attribués par TPSGC. La DSICI de TPSGC est le responsable de la sécurité désigné relativement aux questions de sécurité industrielle au Canada.

Renseignements et/ou biens de gouvernements étrangers

Si des renseignements et/ou des biens de gouvernements étrangers sont indiqués, ce besoin permettra l'accès à des renseignements et/ou à des biens appartenant à un pays autre que le Canada.

b) Restrictions relatives à la diffusion

Si À ne pas diffuser est choisi, cela indique que les renseignements et/ou les biens sont réservés aux Canadiens. Seuls des fournisseurs canadiens installés au Canada peuvent soumissionner ce genre de besoin. NOTA: Si des renseignements et/ou des biens du gouvernement canadien coexistent avec des renseignements et/ou des biens réservés aux Canadiens, ceux-ci doivent porter la mention Réservé aux Canadiens.

Si Aucune restriction relative à la diffusion est choisi, cela indique que l'accès aux renseignements et/ou aux biens n'est assujetti à aucune restriction.

Si Tous les pays de l'OTAN est choisi, les soumissionnaires doivent appartenir à un pays membre de l'OTAN.

NOTA: Il peut y avoir plus d'une restriction s'appliquant à une demande, selon la nature des travaux à exécuter. Pour ce genre de contrat, un guide de sécurité doit être joint à la LVERS afin de clarifier les restrictions. Ce guide est généralement préparé par le chargé de projet et/ou le responsable de la sécurité de l'organisme.

c) Niveau d'information

À l'aide du tableau ci-dessous, indiquer le niveau approprié d'accès aux renseignements et/ou aux biens que le fournisseur doit avoir pour accomplir les travaux requis.

PROTÉGÉ	CLASSIFIÉ	NATO	
PROTÉGÉ A	CONFIDENTIEL	NATO NON CLASSIFIÉ	
PROTÉGÉ B	SECRET	NATO DIFFUSION RESTREINTE	
PROTÉGÉ C	TRÈS SECRET	NATO CONFIDENTIEL	
	TRÈS SECRET (SIGINT)	NATO SECRET	
		COSMIC TRÈS SECRET	

- 8. Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?
 Si la réponse est Oui, les membres du personnel du fournisseur qui doivent avoir accès à des renseignements ou à des biens
 COMSEC doivent participer à une séance d'information COMSEC. Cette séance sera donnée au « détenteur autorisé » des
 renseignements ou des biens COMSEC. Dans le cas des contrats du type « personnel affecté », cette séance sera donnée par le
 ministère client. Lorsque le fournisseur doit recevoir et conserver, dans ses locaux, des renseignements ou des biens COMSEC, le
 responsable de la garde des renseignements ou des biens COMSEC de l'entreprise donnera la séance d'information COMSEC aux
 membres du personnel qui doivent avoir accès à des renseignements ou à des biens COMSEC.
- 9. Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? Si la réponse est Oui, le fournisseur doit indiquer le titre abrégé du document, le numéro du document et le niveau de sensibilité. L'accès à des renseignements ou à des biens extrêmement délicats INFOSEC exigera que le fournisseur fasse l'objet d'une vérification Participation, contrôle et influence étrangers (PCIE) effectuée par la DSICI.

PARTIE B - PERSONNEL (FOURNISSEUR)

10. a) Niveau de contrôle de la sécurité du personnel requis

Indiquer le niveau d'autorisation de sécurité que le personnel doit détenir pour avoir accès aux renseignements, aux biens ou au site du client. Selon la nature du travail, il peut y avoir plus d'un niveau de sécurité. Veuillez noter que des cotes de sécurité sont accordées pour l'accès à des sites particuliers, selon des dispositions antérieures prises auprès du Secrétariat du Conseil du Trésor du Canada. La cote de sécurité donnant accès à un site s'applique uniquement aux personnes et n'est liée à aucune autre autorisation de sécurité accordée à des personnes ou à des organismes.

COTE DE FIABILITÉ	CONFIDENTIEL	SECRET	
TRÈS SECRET	TRÈS SECRET (SIGINT)	NATO CONFIDENTIEL	
NATO SECRET	COSMIC TRÈS SECRET	ACCÈS AUX EMPLACEMENTS	

Si plusieurs niveaux d'autorisation de sécurité sont indiqués, un guide de classification de sécurité doit être fourni.

b) Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?

Si la réponse est Oui, cela veut dire que certaines tâches ne sont pas PROTÉGÉES et/ou CLASSIFIÉES et peuvent être exécutées à l'extérieur d'un environnement sécurisé par du personnel n'ayant pas d'autorisation de sécurité. Il faut répondre à la question suivante si l'on a recours à du personnel n'ayant pas d'autorisation de sécurité :

Le personnel n'ayant pas d'autorisation de sécurité sera-t-il escorté?

Si la réponse est Non, le personnel n'ayant pas d'autorisation de sécurité ne pourra pas avoir accès à des lieux de travail dont l'accès est réglementé ni à des renseignements et/ou à des biens PROTÉGÉS et/ou CLASSIFIÉS.

Si la réponse est Oui, le personnel n'ayant pas d'autorisation de sécurité devra être escorté par une personne détenant la cote de sécurité requise, pour faire en sorte que le personnel en question n'ait pas accès à des renseignements et/ou à des biens PROTÉGÉS et/ou CLASSIFIÉS sur les lieux de travail.

PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

11. RENSEIGNEMENTS / BIENS:

a) Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?

Si la réponse est Oui, préciser, à l'aide du tableau récapitulatif, le niveau de sécurité des documents ou de l'équipement que le fournisseur devra protéger dans ses installations.

b) Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?

Si la réponse est Oui, préciser, à l'aide du tableau récapitulatif, le niveau de sécurité des renseignements ou des biens COMSEC que le fournisseur devra protéger dans ses installations.

PRODUCTION

c) Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?

Préciser, à l'aide du tableau récapitulatif, le niveau de sécurité du matériel que le fournisseur fabriquera, réparera et/ou modifiera et devra protéger dans ses installations.

TECHNOLOGIE DE L'INFORMATION (TI)

d) 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?

Si la réponse est Oui, préciser le niveau de sécurité à l'aide du tableau récapitulatif. Cette case porte sur les renseignements qui seront traités ou produits électroniquement et stockés dans un système informatique. Le ministère/organisme client devra préciser les exigences en matière de sécurité de la TI relativement à cet achat dans un document technique distinct. Le fournisseur devra également consulter le document suivant : Secrétariat du Conseil du Trésor du Canada – Norme opérationnelle de sécurité : Gestion de la sécurité des technologies de l'information (GSTI).

e) Y aura-t-il un lien électronique entre les systèmes informatiques du fournisseur et celui du ministère ou de l'agence gouvernementale?

Si la réponse est Oui, le fournisseur doit faire approuver ses systèmes informatiques. Le ministère client doit aussi fournir les critères de connectivité qui décrivent en détail les conditions et le niveau de sécurité relativement au lien électronique (habituellement pas plus haut que le niveau PROTÉGÉ B).

TABLEAU RÉCAPITULATIF

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.

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.

PROTÉGÉ	CLASSIFIÉ	NATO	COMSEC
PROTÉGÉ A	CONFIDENTIEL	NATO DIFFUSION RESTREINTE	PROTÉGÉ A
PROTÉGÉ B	SECRET	NATO CONFIDENTIEL	PROTÉGÉ B
PROTÉGÉ C	TRÈS SECRET	NATO SECRET	PROTÉGÉ C
	TRÈS SECRET (SIGINT)	COSMIC TRÈS SECRET	CONFIDENTIEL
			SECRET
			TRÈS SECRET

12. a) La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

Si la réponse est Oui, classifier le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de

sécurité » au haut et au bas du formulaire.

b) La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

Si la réponse est Oui, classifier 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).

PARTIE D - AUTORISATION

13. Chargé de projet de l'organisme

Cette case doit être remplie et signée par le chargé de projet pertinent (c.-à-d. la personne qui est responsable de ce projet ou qui connaît le besoin au ministère ou à l'organisme client. On peut, à l'occasion, communiquer avec cette personne pour clarifier des renseignements figurant sur le formulaire.

14. Responsable de la sécurité de l'organisme

Cette case doit être signée par l'agent de la sécurité du ministère (ASM) du ministère indiqué à la case 1 ou par son remplaçant ou par le responsable de la sécurité du fournisseur.

15. Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?

Un Guide de sécurité ou un Guide de classification de sécurité sont utilisés de concert avec la LVERS pour faire part d'exigences supplémentaires en matière de sécurité qui n'apparaissent pas dans la LVERS et/ou pour éclaircir certaines parties de la LVERS.

16. Agent d'approvisionnement

Cette case doit être signée par l'agent des achats qui fait fonction de gestionnaire du contrat ou du contrat de sous-traitance.

17. Autorité contractante en matière de sécurité

Cette case doit être signée par l'agent de la sécurité du marché. Lorsque TPSGC est le responsable de la sécurité du marché, la Direction de la sécurité industrielle canadienne et internationale (DSICI) doit remplir cette case.

ANNEX D NON-DISCLOSURE CERTIFICATION

I,, recognize that in the course of my work as an employee or subcontractor of
, I may be given access to information by or on behalf of Canada in connection with the Work, pursuant to Contract Serial No between Her Majesty the Queen in right of Canada, represented by the Minister of Public Works and Government Services and, including any information that is confidential or proprietary to third parties, and information conceived, developed or produced by the Contractor as part of the Work. For the purposes of this agreement, information includes but not limited to: any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labeled as proprietary or sensitive, that is disclosed to a person or that a person becomes aware of during the performance of the Contract.
I agree that I will not reproduce, copy, use, divulge, release or disclose, in whole or in part, in whatever way or form any information described above to any person other than a person employed by Canada on a need to know basis. I undertake to safeguard the same and take all necessary and appropriate measures, including those set out in any written or oral instructions issued by Canada, to prevent the disclosure of or access to such information in contravention of this agreement.
I also acknowledge that any information provided to the Contractor by or on behalf of Canada must be used solely for the purpose of the Contract and must remain the property of Canada or a third party, as the case may be.
I agree that the obligation of this agreement will survive the completion of the Contract Serial No.:
Signature
Date