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## **PART 1 - GENERAL INFORMATION**

### **1.1 Security Requirements**

1. Before award of a contract, the following conditions must be met:
  - (a) the Bidder must hold a valid organization security clearance as indicated in Part 6 - Resulting Contract Clauses;
  - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 6 - Resulting Contract Clauses;
  - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
3. For additional information on security requirements, please contact NRC's personnel security administrator at [NRC.SS-PersonnelSecurity-SdeS-SecuriteduPersonnel.CNRC@nrc-cnrc.gc.ca](mailto:NRC.SS-PersonnelSecurity-SdeS-SecuriteduPersonnel.CNRC@nrc-cnrc.gc.ca)

### **1.2 Statement of Work**

To provide a vertical planar motion mechanism (VPMM) in accordance with the detailed Statement of Work attached as Annex "A".

### **1.3 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 from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.



## **PART 2 - BIDDER INSTRUCTIONS**

### **2.1 Standard Instructions, Clauses and Conditions**

You are invited to submit one electronic Technical Proposal and one electronic Financial Proposal in two separate attachments to fulfil the following requirement forming part of this Request for Proposal. One attachment must be clearly marked 'Technical Proposal' and the other attachment must be marked 'Financial Proposal'. All financial information must be fully contained in the Financial Proposal, and only in the Financial Proposal. Vendors who provide financial information in the technical proposal will be disqualified. All proposals should include the front page of this RFP duly completed.

2035 (2022-12-01), General Conditions - Services (Higher Complexity) apply to and form part of the Contract.

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.

Proposals submitted must be valid for not less than one hundred eighty (180) calendar days from the closing date of the RFP.

**2.1.1** It is the Bidder's responsibility to:

- (a) return a signed copy of the bid solicitation, duly completed, IN THE FORMAT REQUESTED;
- (b) direct its bid ONLY to the Bid Receiving address specified;
- (c) ensure that the Bidder's name, the bid solicitation reference number, and bid solicitation closing date and time are clearly visible;
- (d) provide a comprehensive and sufficiently detailed bid, including all requested pricing details, that will permit a complete evaluation in accordance with the criteria set out in the bid solicitation.

Timely and correct delivery of bids to the specified bid delivery address is the sole responsibility of the Bidder. The National Research Council Canada (NRC) will not assume or have transferred to it those responsibilities. All risks and consequences of incorrect delivery of bids are the responsibility of the Bidder.

**2.1.2** Bids may be accepted in whole or in part. The lowest or any bid will not necessarily be accepted. In the case of error in the extension of prices, the unit price will govern. NRC may enter into contract without negotiation.

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

**2.1.4** While NRC may enter into contract without negotiation, Canada reserves the right to negotiate with bidders on any procurement.

**2.1.5** Notwithstanding the bid validity period stipulated in this solicitation, Canada reserves the right to seek an extension from all responsive bidders, within a minimum of three (3) days prior to the end of such period. Bidders shall have the option to either accept or reject the extension.



**2.1.6** If the extension referred to above is accepted, in writing, by all those who submitted responsive bids, then Canada shall continue immediately with the evaluation of the bids and its approval processes.

**2.1.7** If the extension referred to above is not accepted, in writing, by all those who submitted responsive bids then Canada shall, at its sole discretion: either continue to evaluate the responsive bids of those who have accepted the extension and seek the necessary approvals; or cancel the solicitation; or cancel and reissue the solicitation.

## **2.3 Optional Site Visit**

It is recommended that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for the site visit to be held at 1 Arctic Avenue, St John's, NL, A1B 3T5 on the 7<sup>th</sup> and 8<sup>th</sup> of December 2023. The site visit will begin at 8:00 to 16:00 local time.

Bidders are requested to communicate with the Contracting Authority no later than 01/12/2023 at 14:00hrs to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders may be requested to sign an attendance sheet. Bidders who do not attend or do not send a representative will not be given an alternative appointment but they will not be precluded from submitting a bid. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

## **2.4 Late Bids**

All risks and consequences of incorrect delivery of electronic bids are the responsibility of the Bidder. The National Research Council Canada will not be responsible for late bids received at destination after the closing date and time, even if it was submitted before. Electronic bids received after the indicated closing time based on NRC servers' received time will be irrevocably rejected. Bidders are urged to send their proposal in sufficient time, in advance of the closing time to reduce any technical issues. The National Research Council Canada will not be held responsible for bids sent before closing time but received by the NRC servers after the closing time.

## **2.5 Submission of Bids**

Technical and Financial Proposals must be **received electronically** no later than the solicitation closing date to the following NRC email address:

[Paul.Hewitt@nrc-cnrc.gc.ca](mailto:Paul.Hewitt@nrc-cnrc.gc.ca)

The NRC has restrictions on incoming e-mail messages. **The maximum e-mail message size including all file attachments must not exceed 10MB.** Zip files or links to bid documents will not be accepted. Incoming e-mail messages exceeding the maximum file size and/or containing zip file attachments will be blocked from entering the NRC e-mail system. A bid transmitted by e-mail that gets blocked by the NRC e-mail system will be considered not received.

Proposals must not be sent directly to the Contracting Authority or the Project Authority.

All submitted proposals become the property NRC.

## **2.6 Former Public Servant**

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide



the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

#### Definitions

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

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

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

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

#### Former Public Servant in Receipt of a Pension

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

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

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2019-01](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

#### Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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



## 2.7 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.

Contracting Authority, Procurement Services  
National Research Council Canada  
NAME - [Paul.Hewitt@nrc-cnrc.gc.ca](mailto:Paul.Hewitt@nrc-cnrc.gc.ca) Paul Hewitt

### For open public tender

To ensure the equality of information among Bidders, responses to general enquiries will be made available to all bidders unless such publications would reveal proprietary information. The bidder who initiates the question will not be identified. Technical questions that are considered proprietary by the bidder must be clearly identified. NRC will respond individually to the bidder if it considers the questions proprietary. If NRC does not consider the question proprietary, the bidder submitting it will be allowed to withdraw the question, or have the question and answer made available through the Open Bidding System (OBS) to all bidders.

Bidders who attempt to obtain information regarding any aspect of this RFP during the solicitation period through any NRC contacts other than the Contracting Authority identified herein, may be disqualified (for that reason alone).

It is the responsibility of the Bidder to obtain clarification of the requirement contained herein, if necessary, prior to submitting its proposal. The Bidder must have written confirmation from the Contracting Authority for any changes, alterations, etc., concerning this RFP.

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

## 2.8 Applicable Laws

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

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

## 2.9 Bid Challenge and Recourse Mechanisms

If you have any concerns relating to the procurement process, please refer to the [Recourse Mechanisms](#) page on the [Buyandsell.gc.ca](http://Buyandsell.gc.ca) website. Please note that there are strict deadlines for filing complaints with the Canadian International Trade Tribunal (CITT) or the [Office of the Procurement Ombudsman \(OPO\)](#). Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.





<https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/bid-follow-up/bid-challenge-and-recourse-mechanisms>

<https://opo-boa.gc.ca/plaintesurvol-complaintoverview-eng.html>



## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

Canada requests that the Bidder submits its bid in separate attachment sections (when applicable) as follows (in PDF soft copies):

- Section I: Technical Bid
- Section II: Financial Bid
- Section III: Certifications

There shall be no payment by the National Research Council for costs incurred in the preparation and submission of proposals in response to this request. No payment shall be made for costs incurred for clarification(s) and/or demonstration(s) that may be required by NRC. The National Research Council reserves the right to reject any or all proposals submitted, or to accept any proposal in whole or in part without negotiation. A contract will not necessarily be issued as a result of this competition. NRC reserves the right to amend, cancel or reissue this requirement at any time.

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](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, bidders should:

- 1) Include all environmental certification(s) relevant to your organization (e.g., ISO 14001, Leadership in Energy and Environmental Design (LEED), Carbon Disclosure Project, etc.)
- 2) Include all environmental certification(s) or Environmental Product Declaration(s) (EPD) specific to your product/service (e.g., Forest Stewardship Council (FSC), ENERGYSTAR, etc.)

Canada is committed to greening its supply chain. Environmentally preferable goods and services are those that have a lesser or reduced impact on the environment over the life cycle of the good or service, when compared with competing goods or services serving the same purpose. Environmental performance considerations include, among other things: the reduction of greenhouse gas emissions and air contaminants; improved energy and water efficiency; reduced waste and support reuse and recycling; the use of renewable resources; reduced hazardous waste; and reduced toxic and hazardous substances. In accordance with the [Policy on Green Procurement](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>), for this solicitation:

- Bidders are encouraged to offer or suggest green solutions whenever possible.
- Bidders are requested to provide all correspondence including (but not limited to) documents, reports and invoices in electronic format unless otherwise specified by the Contracting Authority or Project Authority, thereby reducing printed material.
- Bidders should recycle (shred) unneeded copies of non-classified/secure documents (taking into consideration the Security Requirements).
- Product components used in performing the services should be recyclable and/or reusable, whenever possible.
- Bidders are encouraged to offer goods and/or services certified to a reputable eco-label.
- Bidders should use equipment that has high energy efficiency or produces low air emissions.
- Bidders are encouraged to offer environmentally preferred products which supports a sustainable environment for nature and wildlife.
- Bidders are encouraged to offer environmentally preferred products which ensure the comfort and air quality of building occupants.



Bidders are encouraged to consult the following websites:  
<https://www.tpsgc-pwgsc.gc.ca/app-acq/ae-gp/index-eng.html>  
<https://www.tpsgc-pwgsc.gc.ca/app-acq/ae-gp/rle-glr-eng.html>

**Section I: Technical Bid**

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

**Section II: Financial Bid**

Bidders must submit their financial bid in accordance with the Basis of Payment.

**3.1.1 Electronic Payment of Invoices – Bid**

Payments from the National Research Council Canada (NRC) are made by electronic payment. Direct deposit payments will be made in Canadian dollars and can only be deposited into Canadian bank accounts.

Only bank accounts outside of Canada are eligible to enroll as a Wire transfer payment method.

**3.1.2 Exchange Rate Fluctuation**

Bids will be evaluated in Canadian currency, therefore, for evaluation purposes, the exchange rate quoted by the Bank of Canada as being in effect on date of bid closing, shall be applied as the conversion factor for foreign currency. Prices quoted shall not be subject to, or conditional upon, fluctuations in commercial or other interest rates during either the evaluation or contract period.

**Section IV: Certifications**

Bidders must submit the certifications and additional information required under Part 5.



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

### **4.1 Evaluation Procedures**

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

#### **4.1.1 Technical Evaluation**

Proposals will be assessed in accordance with the mandatory and rated evaluation attached as Attachment 1 to part 4. Bidders shall provide a detailed response to each criterion. NRC reserves the right to verify any and all information provided by the bidder in their proposal.

#### **4.1.3 Financial Evaluation**

The cost proposal must be a fixed price quotation and Delivered At Place, excluding taxes. The fixed price must include all the materials and services required to fulfil all aspects of the Statement of Work/Statement of Requirement. Bidders should identify the currency on which the cost proposal is based.

The Contractor must complete the pricing schedule provided in Annex B and include it as a separate attachment in the electronic bid submission.

Canada will not accept travel and living expenses that may need to be incurred by the Contractor for any relocation of resources required to satisfy its contractual obligations

Applicable Sales Tax: The GST, PST, QST or HST, whichever is applicable, shall be considered an applicable tax for the purposes of this RFP and extra to the price herein. The amount of applicable sales tax shall be disclosed and shown as a separate item.

### **4.2 Basis of Selection**

#### **Minimum Point Rating**

To be declared responsive, a bid must:

- a. comply with all the requirements of the bid solicitation; and
- b. meet all mandatory technical evaluation criteria; and
- c. obtain the required minimum of 60 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 100 points."

Bids not meeting (a) or (b) or (c) will be declared non-responsive. The responsive bid with the highest combine score (technical and financial) will be recommended for award of a contract.



## PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

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

### 5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

#### 5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

#### 5.1.2 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

In addition to all other information required in the procurement process, the Bidder **must** provide the following:

- Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder or, in the case of a private company, the owners of the company.
- Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).

<u>SURNAME</u>	<u>GIVEN NAME(S)</u>	<u>TITLE</u>

#### 5.1.3 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP



Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](#) 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.

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

The Bidder must provide the Contracting Authority with a completed APPENDIX titled [Federal Contractors Program for Employment Equity - Certification](#), before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed APPENDIX Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.



## **PART 6 - RESULTING CONTRACT CLAUSES**

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

### **6.1 Security Requirements**

**6.1.1** The following security requirements (SRCL and related clauses) as described in Annex C apply and form part of the Contract.

### **6.2 Statement of Work**

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

### **6.3 General Conditions**

2035 (2022-12-01), General Conditions - Services (Higher Complexity) apply to and form part of the Contract.

#### **6.3.2 Supplemental General Conditions**

4001 (2015-04-01), Hardware Purchase, Lease and Maintenance, apply to and form part of the Contract.

### **6.4 Term of Contract**

#### **6.4.1 Period of the Contract**

The period of the Contract is from date of Contract to 16 months after contract award inclusive.

#### **6.4.3 Delivery Date**

All the deliverables must be received on or before 12 months after contract award.

#### **6.4.4 Delivery Points**

Delivery of the requirement will be made to delivery point specified at Annex A of the Contract.

#### **6.4.5 Delivery and Unloading**

D0018C (2007-11-30), Delivery and Unloading

#### **6.4.6 Shipping Terms and Instructions - Free on Board Destination and Delivered At Place**

Goods must be consigned and delivered to the destination specified in the Contract:

Incoterms® 2020 "DAP Delivered At Place" Described in annex "A"

NRC Customs contacts for any Customs and Transportation Logistics enquiries:

- Daniel Frampton: (613) 993-9113 / [daniel.frampton@nrc-cnrc.gc.ca](mailto:daniel.frampton@nrc-cnrc.gc.ca)
- Christian Latreille: (613) 993-2259 / [christian.latreille@nrc-cnrc.gc.ca](mailto:christian.latreille@nrc-cnrc.gc.ca)



As part of NRC's commitment to Greening Government Operations, the Contractor is encouraged to minimize, include recycled content, re-use, or reduce/eliminate toxics in packaging, when possible.

#### **6.4.7 Packaging**

The methods used for preservation and packaging must be in conformity with the Contractor's normal standard for domestic shipment or, if necessary, with standards for overseas shipment as below deck cargo.

#### **6.5 Authorities**

##### **6.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: Paul Hewitt  
Title: Procurement Specialist  
National Research Council Canada  
Directorate: Finance and Procurement Services  
Address: 1200 Montreal road, Ottawa, K1A 0R6, Canada

E-mail address: [Paul.Hewitt@nrc-cnrc.gc.ca](mailto:Paul.Hewitt@nrc-cnrc.gc.ca)

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

##### **6.5.2 Technical Authority**

The Technical Authority for the Contract is: *[to be inserted at contract award]*

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

Telephone: \_\_\_\_ \_\_\_\_ \_\_\_\_\_  
E-mail address: \_\_\_\_\_

The Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the 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.

##### **6.5.3 Contractor's Representative *[to be inserted at contract award]***

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_\_ \_\_\_\_ \_\_\_\_\_  
E-mail address: \_\_\_\_\_





## 6.6 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.

## 6.7 Payment

### 6.7.1 Basis of Payment

The Contractor will be paid for costs reasonably and properly incurred in the performance of the work under this Contract in accordance with the following:

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

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

### 6.7.3 Method of Payment

**SACC Manual clause H3010C (2016-01-28), Milestone payments – not subject to holdback**

The schedule of milestones for which payments will be made in accordance with the Contract is as follows:

Milestone number	Para reference to Annex A	Description/ deliverable	Firm Amount	Estimated Due Date/delivery date in weeks After award
1	3.4	Preliminary Design Review		8 weeks
2	3.5	Critical Design Review		16 weeks
3	3.6	Procurement and Fabrication		44 weeks
4	3.7	Factory Acceptance Testing		46 weeks
5	3.8 & 3.11	Delivery, Installation, And Construction & Documentation		52 weeks
6	3.9 & training	Site Acceptance Testing and Training		56 weeks

### 6.7.4 SACC Manual Clauses

**SACC Manual clause C2000C (2007-11-30), Taxes - Foreign-based Contractor**

**SACC Manual clause C2605C (2008-05-12), Canadian Customs Duties and Sales Tax - Foreign-based Contractor**

**SACC Manual clause C2608C (2020-07-01), Canadian Customs Documentation**



### 6.7.5 Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Direct Deposit (Domestic Only);
- b. Wire Transfer (International Only);

### 6.8 Inspection and Acceptance

The Technical Authority is the Inspection Authority. All reports, deliverable items, documents, good and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the Statement of Requirement and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

### 6.9 Invoicing Instructions

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

Invoices **must** be sent to: [nrc.invoice-facture.cnrc@nrc-cnrc.gc.ca](mailto:nrc.invoice-facture.cnrc@nrc-cnrc.gc.ca)

**PLEASE QUOTE CONTRACT NO. *[to be inserted at contract award]* ON ALL DOCUMENTATION AND INVOICES.**

### 6.10 Certifications and Additional Information

#### 6.10.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

#### 6.10.2 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

#### 6.11 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*).

#### 6.12 Priority of Documents



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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions 4001 (2015-04-01), Hardware Purchase, Lease and Maintenance;
- (c) the general conditions 2035 (2022-12-01), Higher Complexity - Services;
- (d) ANNEX A, Statement of Work;
- (e) ANNEX B, Basis of Payment;
- (f) ANNEX C, Security Requirements Check List;
- (g) the Contractor's bid dated \_\_\_\_\_ (*insert date of bid*)

### 6.13 SACC Manual Clauses

**SACC Manual clause B1501C** (2018-06-21) Electrical equipment

**SACC Manual clause B7500C** (2006-06-16) Excess Goods

**SACC Manual clause G1005C** (2016-01-28) Insurance – No Specific Requirements

### 6.14 Dispute Resolution

The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 25 working days after the dispute was initially raised to the other party in writing, either Party may contact the Office of the Procurement Ombudsman (OPO) to request dispute resolution/mediation services. OPO may be contacted by e-mail at [boa.opo@boa-opo.gc.ca](mailto:boa.opo@boa-opo.gc.ca), by telephone at 1-866-734-5169, or by web at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca). For more information on OPO's services, please see the [Procurement Ombudsman Regulations](#) or visit the [OPO website](#).

### 6.15 Non-Permanent Resident (Foreign Company)

The Contractor shall ensure that non-permanent residents intending to work in Canada on a temporary basis in fulfilment of the Contract, who are neither Canadian citizens nor United States nationals, receive all appropriate documents and instructions relating to Canadian immigration requirements and secure all required employment authorizations prior to their arrival at the Canadian port of entry. The Contractor shall ensure that United States nationals having such intentions receive all appropriate documents and instructions in that regard prior to their arrival at the Canadian port of entry. Such documents may be obtained at the appropriate Canadian Embassy/Consulate in the Contractor's country. The Contractor shall be responsible for all costs incurred as a result of non-compliance with immigration requirements.

**OR**

### 6.15 Non-Permanent Resident (Canadian Company)

The Contractor is responsible for compliance with the immigration requirements applicable to non-permanent residents entering Canada to work on a temporary basis in fulfilment of the Contract. In some instances, the employment authorization necessary to enter Canada cannot be issued without prior approval of Human Resources Centre Canada (HRCC). HRCC should always be contacted as soon as the decision to bring in a non-permanent resident is made. The Contractor will be responsible for all costs incurred as a result of non-compliance with immigration requirements.

### 6.16 Withholding of 15 percent on Service Contracts with Non-residents



Pursuant to the [Income Tax Act](#), 1985, c. 1 (5th Supp.) and the [Income Tax Regulations](#), Canada must withhold 15 percent of the amount to be paid to the Contractor in respect of services provided in Canada if the Contractor is not a resident of Canada, unless the Contractor obtains a valid waiver from the [Canada Revenue Agency](#) (CRA). The amount withheld will be held on account for the Contractor in respect to any tax liability which may be owed to Canada.

Although most tax treaties between Canada and other countries provide for some relief from Canadian tax, Canada does not normally relinquish its right to withhold tax pursuant to the provisions of section 153 of the [Income Tax Act](#) and subsection 105(1) of the [Income Tax Regulations](#). If the non-resident contractor can adequately demonstrate, based on treaty protection, that the withholding normally required is in excess of the ultimate tax liability, or that the withholding creates undue hardship to the contractor, then the CRA may issue permission to the payer authorizing a reduction of the subsection 105(1) withholdings. The procedure to apply for a reduction of withholding is detailed in Income Tax Information Circular [IC75-6R2](#) Appendices A and B, as well as in CRA's [T4061, Non resident Tax Withholding, Remitting, and Reporting](#). Requests for a waiver or a reduction of the withholding will not be entertained unless deductions at source are remitted to CRA.

#### **6.17 Government Smoking Policy**

Where the performance of the work requires the presence of the Contractor's personnel on government premises, the Contractor shall ensure that its personnel shall comply with the policy of the Government of Canada which prohibits smoking on any government premises.

#### **6.18 Access to Government Facilities/Equipment**

Access to the facilities and equipment necessary to the performance of the work shall be provided through arrangements to be made by the Technical Authority named herein. There will be however, no day-to-day supervision of the Contractor's activities, nor control of the Contractor's hours of work by the Technical Authority.

The Contractor undertakes and agrees to comply with all Standing Orders and Regulations in force on the site where the work is to be performed, relating to the safety of persons on the site or the protection of property against loss or damage from any and all causes including fires.



**ANNEX "A"**

**STATEMENT OF WORK**

*See separately attached*



**ANNEX "B"**

**BASIS OF PAYMENT**

<b>Milestone number</b>	<b>Para reference to Annex A</b>	<b>Description/ deliverable</b>	<b>Firm Amount</b>	<b>Estimated Due Date/delivery date in weeks After award.</b>
1	3.4	Preliminary Design Review		8 weeks
2	3.5	Critical Design Review		16 weeks
3	3.6	Procurement and Fabrication		44 weeks
4	3.7	Factory Acceptance Testing		46 weeks
5	3.8 & 3.11	Delivery, Installation, And Construction & Documentation		52 weeks
6	3.9 & 3.10	Site Acceptance Testing and Training		56 weeks



## Attachment 1 to part 4 – Evaluation criteria

### EVALUATION CRITERIA

*(Insert if applicable)*

*See DocZone for additional information*

[Evaluation Writing Guide](#)

[Evaluation Checklist](#)

[Evaluation Template – High Complexity](#)

[Evaluation Template – Low Complexity](#)



**ANNEX "C"**

**SECURITY REQUIREMENTS CHECK LIST**

*(Insert if applicable)*





## Attachment "1" to PART 5 OF THE BID SOLICITATION

### FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\)-Labour's](#) website.

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
  - A2. The Bidder certifies being a public sector employer.
  - A3. The Bidder certifies being a federally regulated employer being subject to the Employment Equity Act.
  - A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.
- A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
- A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC-Labour.

**OR**

- A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

**OR**

- B2. The Bidder is a Joint Venture and each member of the Joint Venture must provide the Contracting Authority with a completed **APPENDIX X** Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)



**ANNEX "A"**

**STATEMENT OF WORK**

See separately attached



**ANNEX "B"**

**BASIS OF PAYMENT**

<b>Milestone number</b>	<b>Para reference to Annex A</b>	<b>Description/ deliverable</b>	<b>Firm Amount</b>	<b>Estimated Due Date/delivery date in weeks After award.</b>
1	3.4	Preliminary Design Review		8 weeks
2	3.5	Critical Design Review		16 weeks
3	3.6	Procurement and Fabrication		44 weeks
4	3.7	Factory Acceptance Testing		46 weeks
5	3.8 & 3.11	Delivery, Installation, And Construction & Documentation		52 weeks
6	3.9 & 3.10	Site Acceptance Testing and Training		56 weeks

**Attachment 1 to part 4**

**EVALUATION CRITERIA AND SELECTION METHOD**

**1. SELECTION CRITERIA**

Potential bidders will be rated based on a combination of mandatory, technical requirements and financial proposals. For this project the total score will be established as follows:

Mandatory requirements	=	Pass/Fail
Technical rating 60%	=	Technical Score (60 Points)
Price rating 40%	=	Price Score (40 Points)
<b>Total Score</b>	<b>=</b>	<b>Max. 100 points</b>

**2. MANDATORY REQUIREMENTS**

To be considered responsive, a proposal must meet all of the mandatory requirements associated with this solicitation defined below in Section A, B, C & D. Proposals which fail to meet all mandatory requirements will be discarded at this stage without further consideration and the proposal will be considered to be non-responsive.

<b>Section A – Mechanical Design Criteria Mandatory Requirements</b>				
Code	Mandatory Requirement	Proposal Preparation Instruction	Met / Not Met	Cross reference to bid or proposal
A.1.0	The Vertical Planar Motion Mechanism (VPMM) system must operate all 3-Axis of motion simultaneously, with the stated individual ranges of pure sinusoidal, single axis motion as per A.1.1, A.1.2 and A.1.3; With operationally representative test load, [300kg for each sword and model mass of 550kg]: Pitch axis motion is attained using differential motion of the forward and aft heave actuators.	Provide schematic drawings demonstrating how the proposed system will operate in the 3 Degrees of Freedom (DoF). Provide a calculation to demonstrate the system is operational within the test load.		
A.1.1.1	Heave Frame; Linear movement range, pure sinusoidal motion: Minimum excursion capability of +/- 0.5m about center of movement, at 0-degree pitch. Full stroke range of 1.0 meters.	Provide schematic drawings to demonstrate requirement.		
A.1.1.2	Heave Frame; peak velocity to be achieved is 0.825 m/sec	Provide calculations to demonstrate the required velocity.		
A.1.1.3	Heave Frame: Minimum Acceleration / Deceleration of	Provide calculations to demonstrate the required		

	1.81 m/sec <sup>2</sup>	acceleration/deceleration.		
A.1.2.1	Pitch range of motion: Minimum pitch angle capability of +/- 20 degree of motion about the horizontal heave frame axis.	Provide schematic drawings to demonstrate requirement.		
A.1.2.2	Pitch angular velocity: Minimum peak angular velocity of 32.7 degrees / sec	Provide calculations to demonstrate the required velocity.		
A1.2.3	Pitch angular Acceleration / Deceleration: Minimum angular acceleration of 53.4 deg/sec <sup>2</sup>	Provide calculations to demonstrate the required acceleration.		
A.1.3.1	Surge Mechanism, range of motion : Minimum excursion capability of +/- 1190 mm about center of surge rail.	Provide schematic drawings to demonstrate requirement.		
A.1.3.2	Surge Mechanism; velocity: Minimum peak measured velocity 1.96 m/sec	Provide calculations to demonstrate the required velocity.		
A.1.3.3	Surge Mechanism; Linear Acceleration / Deceleration: Minimum measured acceleration 3.20 m/sec <sup>2</sup>	Provide calculations to demonstrate the required acceleration		
A.1.4.1.1	VPMM parts and assembly must not exceed a mass of 5000 kg	Provide schematic drawings to demonstrate requirements.		
A.1.4.1.2	The VPMM motion frame to be supported on the carriage, the heave/pitch/yaw frame and surge drive assembly, must not exceed 4250 kg mass.	Provide schematic drawings to demonstrate requirements.		
A.1.4.2.1	All Assemblies must be sized for movement from storage to assembly to installation based on site existing constrains:	Provide schematic drawings to demonstrate how assemblies will be handle during storage/assembly.		
A.1.4.2.2	All components must be sized to be able to be installed and removed from the carriage, as per drawings	Provide confirmation in writing that this constrain must be met.		
A.1.5	Component Deflection: Finite Element Analysis (FEA) - design deflection limit not exceeded. (+/- 0.2 deg) at mounting point, Sword to VPMM	Provide information to demonstrate preliminary deflection numbers.		
A.1.5.1	Component Deflection: Yaw demonstration. State Yaw test deflection +/- 1 degree (+/-0.2 deg) at FAT	Provide information to demonstrate preliminary deflection numbers.		
A.1.6	The design must include a minimum factor of safety of 2 for overall structure under operational loads.	Confirm in writing safety factor will be used in the calculations.		
A.1.7	Must be designed to withstand estop event of 0.3g (G force)	Provide calculations to demonstrate this		

		requirement		
A.2.1.1	VPMM – NRC Interface: VPMM mounting must be compatible with the carriage support components, without the need to modify the structure of the carriage.	Provide confirmation in writing that this constrain must be met.		

### Section B - Software Design Criteria and Requirements

Number	Mandatory Requirement	Proposal Preparation Instruction	Met / Not Met	Cross reference to bid or proposal
<b>B.1.1</b>	Software Interface: Supplied software must be provided with information related to the motion definition in order to allow NRC to develop its own custom motion software for specific applications. The Supplier must supply NRC-OCRE with all software libraries, device drivers, protocol stacks, object codes, application programming interfaces (APIs) and data definitions, including documentation, to enable the development.	Confirm in writing the required information will be provided as part of the system deliverables.		

### Section C - Control System Design Criteria and Requirements

Number	Mandatory Requirement	Proposal Preparation Instruction	Met / Not Met	Cross reference to bid or proposal
C.2.1.2	Motion system must be controlled through closed loop failsafe feedback system involving actuators and drive position that incorporates limit detection that will shut down the system in case pre-specified limits are reached. A soft and hard limit switch system tied back into the motor control system shall provide operational and fail-safe protection of the VPMM, as well as over-drive/mechanical damage protection of the VPMM.	Provide information of the planned soft and hard limit switch system (s) (i.e. cut sheet, preliminary logic) to demonstrate this requirement is met.		

### Section D - Electrical System Design Criteria / Requirements

Number	Mandatory Requirement	Proposal Preparation Instruction	Met / Not Met	Cross reference to bid or proposal
D.1.1.1	All VPMM power requirements must be from existing carriage	Provide information regarding the electrical		

	supply. VPMM electrical to be provided only by 480V 3Phase 3Wire available in fused disconnect.	components to demonstrate they comply with this requirement.		
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### 3. POINT RATED REQUIREMENTS

Each Technical Proposal which meets all the Mandatory Requirements specified in section 1, will be evaluated and scored in accordance to the following:

- (a) The information provided in section E will be evaluated using the following points criteria:
- Failure to meet requirement – 0% (No further consideration)
  - Met some requirements – 0 to 59% (No further consideration)
  - Meets requirement – 60 to 80%
  - Exceeds requirement – 81 to 100%

Points will be awarded based on all proposals received. Proposals that provide all the information detailed below will receive up to an 80% mark and deemed: Meet Requirements. Other proposals will be evaluated comparatively to that/those one(s). If they exceed the meet requirements, they may receive up to 100% while if they do not they may receive down to 60%. Proposals evaluated below 60% will not be given further consideration.

- (b) For a proposal to be considered, the Bidder must achieve a minimum score of 60 percent in each of the areas of section E

#### 3.1 Requirements for proposal format

The following proposal format information should be implemented when preparing the proposal:

- Submit one (1) PDF copy of the proposal;
- Paper size shall be - 216mm x 279mm (8.5" x 11");
- Minimum font size - 10 point Arial or equal;
- Minimum margins - 12 mm left, right, top, and bottom;
- One (1) 'page' means one side of a 216mm x 279mm (8.5" x 11") sheet of paper; and
- 279mm x 432 mm (11" x 17") fold-out sheets (i.e. for spreadsheets and organization charts) will be counted as two pages.

#### 3.2 Specific requirement for the proposal

The maximum number of pages (including text and graphics) to be submitted as part of the rated criteria is 50 pages.

If applicable, the following are not part of the page limitation mentioned above:

- Covering letter;
- Cover Page;
- Mandatory and rated requirements reference document from session 2;
- Tab/Dividers, provided they are free of text and/or graphics;

- Integrity Provisions – Required Documentation;
- Front page of the RFP;
- Front page of revision(s) to the RFP; and
- Price Proposal Form.

Consequence of non-compliance: any pages which extend beyond the above page limitation and any other attachments will be extracted from the proposal and will not be forwarded to the NRC Evaluation Board for evaluation.

<b>Section E – Proponent Expertise and Experience</b>			
Number	Point-Rated Evaluation Criterion	Guidance	Maximum Points
E.1	Achievement of proponent on projects (similar projects) - Suggested 2 to 4 pages / project	<p>Describe the Proponent's accomplishments, achievements and experience as an integrator on similar projects. Similar projects are considered project where the supplier worked as the Project Lead / main integrator to manufacture, assemble, test, install and commission an HMI controlled, electrical/mechanical system that was integrated to an existing facility.</p> <p>Select a maximum of two (2) public/private sector collaboration projects, of comparable size and complexity to the present project, that were successfully completed (delivered and operational) within the last ten (10) years.</p> <p>Information that must be supplied:</p> <ul style="list-style-type: none"> <li>• (5 pts) Provide examples of two similar projects. Demonstrate the equipment or system similarity, start and Completion Dates, budget, and key personal involved with the project, including external suppliers.</li> <li>• (5 pts) Describe how the system was integrated to the existing facility focused on the following disciplines: electrical, mechanical and controls.</li> <li>• (5 pts) Describe how the project challenges were managed on those projects and what was the strategy used to deal with the project risks and issues, provide 2 to 3 challenges/risk examples.</li> <li>• (5 pts) Provide details about how the supplier developed a coordination plan with the client during Site testing and commissioning (i.e. schedule, actions controls, commissioning templates, etc)</li> </ul> <p>Provide contact information for client references, knowledgeable in the representative project and the Bidder's role. The references will only be contacted by the Contracting Authority to confirm submitted material.</p>	20 points
E.2	Proponent experience	Demonstrate the proponent experience designing	20 points



	<p>with engineering designed project</p> <ul style="list-style-type: none"> <li>- Suggested 2 to 4 pages / example</li> </ul>	<p>systems where engineering calculations and Finite Element Analysis (FEA) were required.</p> <p>Information that should be supplied:</p> <ul style="list-style-type: none"> <li>• (5 pts) Describe the supplier responsibilities involved during design and calculations;</li> <li>• (5 pts) Provide 2-3 examples of FEA deflection analysis developed during an engineering project, along with a general description of the mechanical application of the equipment.</li> <li>• (5 pts) Describe who was responsible to develop the engineering calculations/design, if it was the supplier internal team or the consultant partner, provide information about the team experience in developing such calculation (a one-page resume of each key resource: mechanical, electrical and controls is also acceptable as demonstration of experience. Supplier must highlight the projects completed and/or in development)</li> <li>• (5 pts) Describe how the engineering process was managed, including but not limited to drawings submittals, parts submittals, documentation review, etc.</li> </ul>	
E.3	<p>Proponent experience with site integration</p> <ul style="list-style-type: none"> <li>- Suggested 2 to 4 pages / example</li> </ul>	<p>Describe the Proponent's experience as an integrator on similar projects. Similar projects are considered projects where the supplier worked as the main integrator to incorporate the developed solution within the client facility.</p> <p>Select a maximum of two (2) public/private sector collaboration projects, of comparable size and complexity to the present project, that were successfully completed (delivered and operational) within the last ten (10) years.</p> <p>Information that must be supplied:</p> <ul style="list-style-type: none"> <li>• (5 pts) Provide examples of two similar projects. Demonstrate the equipment or system similarity, start and Completion Dates, budget, and key personal involved with the project, including external suppliers.</li> <li>• (5 pts) Describe how the integration was planned and the roles and responsibilities of the proponent before, during and after the integration.</li> <li>• (5 pts) Provide example of Health and Safety procedures that were the responsibility of the integration and how those were reviewed by the client/G.C. and implemented.</li> <li>• (5 pts) Provide details about the site mobilization. How it was planned and organized, how parts were managed: shipping, storage, unboxing and parts movement within the facility.</li> </ul>	20 points
E.4	<p>Proponent experience with Site Acceptance</p>	<p>Present the proponent experience as an engineering solution integration working with Site Acceptance</p>	20 points

	<p>testing</p> <ul style="list-style-type: none"> <li>- Suggested up to 10 pages</li> </ul>	<p>testing</p> <p>Information that must be supplied:</p> <ul style="list-style-type: none"> <li>• (5 pts) Demonstrate experience in writing Site acceptance testing procedures. Provide one example of a Site Acceptance Testing template developed in the last five (5) years.</li> <li>• (10 pts) Describe strategies used to manage client and equipment supplier expectations. Strategies must demonstrate how the process was managed by the supplier to identify the steps taken to ensure client satisfaction.</li> <li>• (5 pts) Provide an example where test issues were identified and how those issues were documented, communicated and resolved. If no issues were identified provide the company plan to deal with potential test risks, demonstrating the elements required (documentation, communication and resolution strategies)</li> </ul>	
E.5	<p><b>Understanding of the Project</b></p> <ul style="list-style-type: none"> <li>- Suggested up to 4 pages</li> </ul>	<p>The Proponent must demonstrate understanding of the goals of the project, the functional/technical requirements, the constraints and the issues that will shape the end product.</p> <p>Information that must be supplied:</p> <ul style="list-style-type: none"> <li>• (5 pts) Demonstrate an understanding of the project and its main objective, by providing a one-page document identifying the main objectives and technical constraints;</li> <li>• (5 pts) Provide a preliminary plan to demonstrate the steps involved in developing the project, along with a preliminary schedule (schedule must be presented in weeks, first week must be identified as week 0;</li> <li>• (5 pts) Identify the five major risks the project may face and the potential responses for each one of them.</li> <li>• (5 pts) Describe how the technical team will control and monitor issues, challenges and constraints during the project, provide a template/example of the documents used.</li> </ul>	20 points

#### 4. Evaluation of Proposal Total Score

Financial proposal envelopes will remain sealed and only the technical components of the proposals considered responsive will be provided to the NRC Project Technical Evaluation Board. Proposal that met all the mandatory criteria will be evaluated and rated by in accordance with the following criteria.

Technical Ratings:

IT	Criterion	Rating
----	-----------	--------

E.1	Achievement on similar projects	0 – 20
E.2	Proponent experience with engineering designed project	0 – 20
E.3	Proponent experience with site integration	0 – 20
E.4	Proponent experience with Site Acceptance testing	0 – 20
E.5	Understanding of the Project	0 – 20
	Total Technical Rating	0 -100

No further consideration will be given to bidders not achieving the pass mark of 60 points in each individual criteria.

The successful Bidder is the supplier one who accumulates the highest combined score of the technical assessment (60%) and financial proposal (40%), as indicated in the **sample** tables below:

TABLE A	Bidder #1	Bidder #2	Bidder #3
Technical score	85 points out of 100	88 out of 100	75 out of 100
Financial proposal	\$1,405,000	\$1,510,000	\$1,300,000

For information only:

	Technical score	Tendered amount score	Final score
Bidder #1	$\frac{85}{100} \times 60(\%) = 51.0$	$\frac{1,300}{1,405} \times 40(\%) = 37.0$	= 88.0 (Successful bid)
Bidder #2	$\frac{88}{100} \times 60(\%) = 52.8$	$\frac{1,300}{1,510} \times 40(\%) = 34.4$	= 87.2
Bidder #3	$\frac{75}{100} \times 60(\%) = 45.0$	$\frac{1,300}{1,300} \times 40(\%) = 40.0$	= 85.0



Contract Number / Numéro du contrat P.R. 920970
Security Classification / Classification de sécurité UNCLASSIFIED

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

**PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE**

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



Contract Number / Numéro du contrat P.R. 920970
Security Classification / Classification de sécurité UNCLASSIFIED

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

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

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

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

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

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

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

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

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

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

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

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

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

**PRODUCTION**

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

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

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

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



Contract Number / Numéro du contrat P.R. 920970
Security Classification / Classification de sécurité UNCLASSIFIED

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

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui remplissent le formulaire **manuellement** doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

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

Dans le cas des utilisateurs qui remplissent le formulaire **en ligne** (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

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

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

No / Non     Yes / Oui

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

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?  
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

No / Non     Yes / Oui

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



Contract Number / Numéro du contrat P.R. 920970
Security Classification / Classification de sécurité UNCLASSIFIED

**PART D - AUTHORIZATION / PARTIE D - AUTORISATION**

<b>13. Organization Project Authority / Chargé de projet de l'organisme</b>			
Name (print) - Nom (en lettres moulées) Alexander Nitsche		Title - Titre Senior Project Manager, Scientific Infrastru	Signature  Digitally signed by Nitsche, Alexander Date: 16/May/2023
Telephone No. - N° de téléphone 343-575-1524	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel alexander.nitsche@nrc-cnrc.gc.ca	Date
<b>14. Organization Security Authority / Responsable de la sécurité de l'organisme</b>			
Name (print) - Nom (en lettres moulées) Marika Rioux		Title - Titre Analyst, Security in Contracting	Signature  Digitally signed by Rioux, Marika DN: cn=Rioux, Marika, c=CA, o=GC, ou=NRC-CNRC, email=marika.rioux@nrc-cnrc.gc.ca Date: 2023.05.17 07:02:21 -04'00'
Telephone No. - N° de téléphone 343-542-6839	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel marika.rioux@nrc-cnrc.gc.ca	Date
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
<b>16. Procurement Officer / Agent d'approvisionnement</b>			
Name (print) - Nom (en lettres moulées) Paul Hewitt		Title - Titre Senior Contracting Officer	Signature  Digitally signed by Hewitt, Paul DN: cn=Hewitt, Paul, c=CA, o=GC, ou=NRC-CNRC, email=paul.hewitt@nrc-cnrc.gc.ca Date: 2023.05.30 09:19:41 -04'00'
Telephone No. - N° de téléphone 343-573-1068	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel paul.hewitt@nrc-cnrc.gc.ca	Date
<b>17. Contracting Security Authority / Autorité contractante en matière de sécurité</b>			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date

## 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](http://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](http://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](http://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/](http://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 Divulgateion 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 **Réserve aux Canadiens**.

Si **Aucune restriction relative à la diffusion** est choisi, cela indique que l'accès aux renseignements et/ou aux biens n'est assujéti 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 DSIC1.

**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 EMBLEMES

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, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

**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.



## Attachment "1" to PART 5 OF THE BID SOLICITATION

### FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\)-Labour's](#) website.

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
  - A2. The Bidder certifies being a public sector employer.
  - A3. The Bidder certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).
  - A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.
- A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
- A5.1. The Bidder certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.

**OR**

- A5.2. The Bidder certifies having submitted the [Agreement to Implement Employment Equity](#) (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

**OR**

- B2. The Bidder is a Joint Venture and each member of the Joint Venture must provide the Contracting Authority with a completed [APPENDIX X](#) Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)