RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À :

NRC.BidReceiving-ReceptiondesSoumissions.CNRC@nrc-cnrc.gc.ca

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITIONS

Proposal To: National Research Council Canada

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

Proposition au : Conseil national de recherches Canada

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

Instructions: See Herein

Instructions: Voir aux présentes Comments - Commentaires

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

Issuing Office – Bureau de distributionNational Research Council Canada
Conseil national de recherches Canada

Title – Sujet	
2 Benchtop Gas Analyzer	
Solicitation No. – N° de l'invitation	Date
23-58111	October 3, 2023
Solicitation Closes – L'invitation prend fin	Time Zone Fuseau horaire
prena iiii	ruseau notaire
at – à 02:00 PM	EDT
on - November 3, 2023	
F.O.B F.A.B.	
Plant-Usine: ☐ Destination: ☐ O	ther-Autre: □
Address Inquiries to : - Adresser toutes	questions à:
Kacendra Dion	
Email address - l'addresse courriel :	
Kacendra.Dion@nrc-cnrc.gc.ca	
Destination - of Goods, Services, and C	
Destination – des biens, services et cor	struction :
National Research Council Canad	a
4250 Wesbrook Mall	
Vancouver, British Columbia	
V6T 1W5	

Vendor/firm Name and address	3
Raison sociale et adresse du fournisseur/de l'	entrepreneur
Facsimile No. – N° de télécopieur Telephone No. – N° de téléphone	
•	:
Name and title of person authorized to si (type or print)-	ign on behalf of vendor/firm
Nom et titre de la personne autorisée à signer	au nom du fournisseur/de
l'entrepreneur (taper ou écrire en caractères o	d'imprimerie)
Ciamatura	Data
Signature	Date



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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

- 1. Before award of a contract, the following conditions must be met:
 - the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;

1.2 Statement of Requirement

To provide 2 Benchtop Gas Analyzer in accordance with the detailed Statement of Requirement 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.

2010A _____ (2022-12-01), General Conditions - Goods (Medium 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 sixty (60) calendar days from the closing date of the RFP.

2.1.1 It is the Bidder's responsibility to:

- 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.

- Bids may be accepted in whole or in part. The lowest or any bid will not necessarily be accepted. 2.1.2 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 Bids will remain open for acceptance for a period of not less than sixty (60) days from the closing date of the bid solicitation, unless otherwise indicated by NRC in such bid solicitation.
- While NRC may enter into contract without negotiation, Canada reserves the right to negotiate with bidders on any procurement.
- 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.
- 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.
- If the extension referred to above is not accepted, in writing, by all those who submitted 2.1.8 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.

2.2 **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.

2.3 Submission of Bids

Technical and Financial Proposals must be received electronically no later than 14:00 EDT (NRC's Server Time), Solicitation Closing Date shown on Front Page to the following NRC email address:

NRC.BidReceiving-ReceptiondesSoumissions.CNRC@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.

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 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 Kacendra Dion - Kacendra.Dion@cnrc-nrc.gc.ca

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.

2.5 Applicable Laws

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

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

2.6 Bid Challenge and Recourse Mechanisms

If you have any concerns relating to the procurement process, please refer to the <u>Recourse Mechanisms</u> page on the Buyandsell.gc.ca website. Please note that there are strict deadlines for filing complaints with the Canadian International Trade Tribunal (CITT) or the <u>Office of the Procurement Ombudsman (OPO)</u>. 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:

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). To assist Canada in reaching its objectives, bidders should:

- 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/doceng.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 must explain and demonstrate how they meet the Mandatory Technical requirements at Annex C.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with Annex B 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 III: Certifications

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

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including Mandatory technical Evaluation Criteria and Financial Evaluation.
- (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 Technical Evaluation Criteria. 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.

4.1.1.1 Mandatory Technical Criteria

Failure to meet the Mandatory Technical Requirements will render the proposal as non-responsive and no further evaluation will be carried out. The Mandatory Criteria listed in Mandatory Technical Criteria - Annex C will be evaluated on a simple pass/fail basis.

4.1.2 Certification Form

Bidder must complete, sign and submit the Certification Form at Part 5, 5.1.3 Compliance Certification - <u>B1501C</u> (2018-06-21) Electrical Equipment with their proposal, as required.

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.

4.2 Basis of Selection

Lowest evaluated price

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price 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 website (http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html), to be given further consideration in the procurement process.

5.1.2 **Additional Certifications Required with the Bid**

Compliance Certification - B1501C (2018-06-21) Electrical Equipment

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after contract award. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid nonresponsive.

By submitting a bid in response to this bid solicitation, the Bidder certifies that:

- a. it has read and understands the obligations under certification of SACC Manual Clauses B1501C Electrical Equipment, below;
- b. it understands that all electrical equipment supplied under the Contract must be certified or approved for use in accordance with the Canadian Electrical Code, Part 1, before delivery, by a certification organization accredited by the Standards Council of Canada.
- c. The electrical equipment certification must be complied with or the bid may be declared non-responsive, or Canada may terminate any resulting contract for default.

indicated below and will continue to be true for certifications provided to Canada are subject declare a contractor in default, if a certification unknowingly, during the bid or contract period	certify that the information provided is true as of the date or the duration of the Contract. I understand that the to verification at all times. I also understand that Canada will n is found to be untrue, whether made knowingly or d. Canada reserves the right to ask for additional information with any request or requirement imposed by Canada will
Name:	has certified to their compliance with this requirement.

Signature: _____ Date: _____

5.2 **Certifications Precedent to Contract Award and Additional Information**

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

5.2.1 **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/ciif/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).

SURNAME	GIVEN NAME(S)	TITLE

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**

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

6.2 Statement of Requirement

The Contractor must provide 2 Benchtop Gas Analyzer in accordance with the Requirement at Annex "A" and the Contractor's technical bid entitled _____, dated ...

6.3 **General Conditions**

2010A (2022-12-01), General Conditions - Goods (Medium Complexity), 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 March 20, 2024 inclusive.

6.4.2 Delivery Date

All the deliverables must be received on or before March 20, 2024.

6.4.3 Delivery Points

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

6.4.4 Delivery and Unloading

When making deliveries, sufficient personnel must be provided to permit unloading of any type of vehicle without the assistance of federal government personnel.

6.4.5 Shipping Terms and Instructions - Delivered At Place

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

Incoterms® 2020 "DAP Delivered At Place"

4250 Wesbrook Mall Vancouver, British Columbia V6T 1W5

NRC Customs contacts for any Customs and Transportation Logistics enquiries:

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

6.4.6 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: Kacendra Dion

Title: Senior Contracting Officer National Research Council Canada

Telephone: (438) 324-8125

E-mail address: Kacendra.Dion@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 Te	echnical Authority for the Contract is:
Title: _ Organi	
	address:
carried Work u Tehcni	echnical Authority is the representative of the department or agency for whom the Work is being I out under the Contract and is responsible for all matters concerning the technical content of the under the Contract. Technical matters may be discussed with the Technical Authority; however, the ical Authority has no authority to authorize changes to the scope of the Work. Changes to the of the Work can only be made through a contract amendment issued by the Contracting Authority.
6.5.3	Contractor's Representative
Title: _	
Teleph E-mail	address:
6.6	Payment
6.6.1	Basis of Payment
	ontractor will be paid for costs reasonably and properly incurred in the performance of the work this Contract in accordance with the following:
Contra	sideration of the Contractor satisfactorily completing all of its obligations under the Contract, the ctor will be paid a firm price, as specified in contract for a cost of \$ Customs duties are ed and Applicable Taxes are extra.
	a will not pay the Contractor for any design changes, modifications or interpretations of the Work, they have been approved, in writing, by the Contracting Authority before their incorporation into ork.
6.6.2	Limitation of Expenditure
	otherwise authorized in writing by the National Research Council of Canada (NRC), NRC's al liability to the Contractor under this Contract shall not exceed \$. Customs duties are

excluded and Applicable Taxes are extra. The Contractor must not perform any work that would cause the total liability of NRC to exceed this limitation unless authorized in writing by the Contracting Authority

through a contract amendment. All work shall be done to the full satisfaction of the Technical Authority named herein before any payment shall become due to the Contractor.

6.6.3 Method of Payment

SACC Manual clause H1000C (2008-05-12), Single Payment

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

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

6.6.4 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);

6.7 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.

6.8 Invoicing Instructions

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

Invoices must be sent to: nrc.invoice-facture.cnrc@nrc-cnrc.gc.ca

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

6.9 Certifications and Additional Information

6.9.1 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 **Applicable Laws**

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

6.11 **Priority of Documents**

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

- the Articles of Agreement; (a)
- the general conditions 2010A (2022-12-01), Goods (Medium Complexity), apply to and form part (b) of the Contract
- ANNEX A, Statement of Requirement; (c)
- (d) ANNEX D. Security Requirements Check List
- (e) the Contractor's bid dated

6.12 **SACC Manual Clauses**

SACC Manual clause <u>B1501C</u> (2018-06-21) Electrical equipment SACC Manual clause G1005C (2016-01-28) Insurance – No Specific Requirements

6.13 **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@boaopo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca. For more information on OPO's services, please see the Procurement Ombudsman Regulations or visit the OPO website.

6.14 **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.

6.15 **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.

BENCHTOP GAS ANALYSER SOR

ANNEX A

STATEMENT OF REQUIREMENT

1. Background

The National Research Council Canada (NRC) has a requirement for the supply and delivery of two benchtop gas analyzers. The analyzer analyses the anode and cathode output gas streams of a CO2 electrolysis station.

2. Acronyms

NRC	National Research Council Canada
V	Volts
Α	Amperes
H2	Hydrogen gas
CO2	Carbon dioxide gas
CO	Carbon monoxide gas
CH4	Methane gas
C2H6	Ethane gas
C2H4	Ethylene gas
ppm	parts per million
d	Day (24 hours)
R.H.	Relative Humidity
AC	Alternating Current
Hz	Hertz

3. Requirements

The Contractor must supply and deliver two analyzers in accordance with the technical requirements at Table 1: Technical Requirements for the benchtop gas analyser.

Table 1: Technical Requirements for the benchtop gas analyser

The benchtop gas analyser must meet the following criteria:

1. Test Method:

1a. The unit must have one analysis intake

1b. The unit must be able to select and pump samples in a continuous sample streams

1c. The unit must have the capability to schedule and execute sampling operations automatically, either at specific times during the day (e.g., 1pm, 3pm, 5pm, etc) or at regular intervals (e.g., every 2 hour starting at 1pm for 200 hours), especially during times when the unit it controls is unattended, such as outside of working hours or for remote control purpose

1d. Sample analysis must be complete in <10minutes per sample

2. Test Range:

2a. The analysis stream must be able to measure the following analytes in CO2 balance:

Component	Conc. Min.	Conc. Max.	Required detection limit	Concentration units (%, ppm, etc.)	Quantification required (y/n)
H2	1	100	10 ppm	%	Yes
CO	1	95	10 ppm	%	Yes

CO2	1	100	10 ppm	%	Yes
CH4	0.1	10	10 ppm	%	Yes
C2H6	0.1	10	10 ppm	%	Yes
C2H4	0.1	50	10 ppm	%	Yes

2b. The measurement must be minimally affected by the relative humidity of the sample stream

3. Instrument requirements:

- **3a.** The instrument must have a dedicated vent connection.
- **3b.** Any carrier gases, including nitrogen, argon, or helium, must have a minimum purity of 5.0
- 3c. The electrical supply must be either 120 V or 208 V AC, at 60 Hz.
- 3d. The contractor must provide installation and calibration of the systems

4. Certification:

- **4a.** All electrical equipment supplied under the Contract must be certified or approved for use in accordance with the Canadian Electrical Code, Part 1, before delivery, by a certification organization accredited by the Standards Council of Canada
- 4b. Certification must be provided before shipping the product
- 5. Computer controlled software for test operation, data acquisition and analysis
- **5a.** The unit must include computer-controlled software for test operation, data acquisition and analysis.
- **5b.** The vendor must provide free software updates for at least 2 years.
- **5c.** The vendor must provide on-site training for method development, scheduling, and the usage of the sampling software.

4. Deliverables

4.1 Two benchtop gas analysers must be received on or before **March 20, 2024** and in accordance with best commercial standards. The Contractor must deliver the systems to ground level loading dock in satisfaction of the contract requirements to:

Delivery Point: National Research Council Canada 4250 Wesbrook Mall Vancouver, BC Canada V6T 1W5

4.2 Manuals and documentation

The Contractor must deliver 1 complete set of Documentation, in English with the deliverables in both hard and soft copy. This documentation must include all publications pertaining to technical specifications, installation requirements and operating instructions. All electronic copies must be in Adobe PDF format delivered on CD or DVD.

4.3 Training

The Contractor must provide virtual training to the Client in English: English (and French if required by the client) for the up to 5 End Users. Training must include operation and manipulation of the equipment. The training should include but not be limited to product functionality, product features and limitations. The Contractor must deliver the virtual training within 5 calendar days of installation.

4.4 Warranty



The warranty coverage of the unit must include a minimum 1-year manufacturer's warranty which includes all parts and labor, and shipping.

5. Constraints

5.1 Equipment Compliance

All electrical equipment supplied under the Contract must be certified or approved for use in accordance with the Canadian Electrical Code, Part 1, before delivery, by a certification organization accredited by the Standards Council of Canada.

5.2 Quality Assurance and Verification of Certification

The Contractor is required to provide evidence of certification (a Certificate of Compliance or field evaluation report) for each electrical equipment item they are delivering under the Contract prior to delivery. This evidence must be from the appropriate certification organization accredited by the Standards Council of Canada (refer to Recognized Canadian Electrical Product or Equipment Approval Marks | Standards Council of Canada - Conseil canadien des normes (scc.ca) for more details).

In the event that any electrical equipment fails to meet the required certification standards, the Contractor may be provided with a reasonable period to rectify the non-compliance at the contractor's expense. If, within this specified period, the Contractor is unable to rectify the non-compliance, the equipment will be rejected upon delivery and returned back to the Contractor's address at their own expense. The electrical equipment certification must be fully complied with, as failure to do so may result in Canada terminating the contract due to default.

ANNEX B BASIS OF PAYMENT

The Contractor will be paid fix lump sum amount in Canadian funds for the supply and delivery of the goods and services in accordance with Annex A – Statement of Requirement, Delivered-at-Place (DAP) at destination including all delivery charges. Customs duties are excluded and applicable taxes are extra.

Item	Description	Number of Units	Unit of Issue	Extended Fixed Price (CND)
1	benchtop gas analyser, Software, Installation, Manuals, Training, and 1 year warranty.	2	Lump sum	\$

ANNEX C

MANDATORY EVALUATION CRITERIA

Bidders must demonstrate that they meet each mandatory technical criteria by providing a response to each of the mandatory technical criteria. Bidders must provide evidence including, but not limited to, specifications, brochures, or documented data to show their file folders meets each of the mandatory technical criteria. Simply stating that all of the mandatory criteria are met is not sufficient. Failure to meet any of the mandatory criteria will render the bid non-responsive and it will be given no further consideration.

The benchtop gas analyser must meet the following criteria:

M1. Test Method:

M1a. The unit must have one analysis intake

1b. The unit must be able to select and pump samples a continuous sample streams

M1c. The unit must be capable of scheduling sampling from these streams for times when the unit is unattended (outside of working hours)

M1d. Sample analysis must be complete in < 10 minutes per sample

M2. Test Range:

M2a. The analysis stream must be able to measure the following analytes in CO2 balance:

Component	Conc. Min.	Conc. Max.	Required detection limit	Concentration units (%, ppm, etc.)	Quantification required (y/n)
H2	1	100	10 ppm	%	Yes
CO	1	95	10 ppm	%	Yes
CO2	1	100	10 ppm	%	Yes
CH4	0.1	10	10 ppm	%	Yes
C2H6	0.1	10	10 ppm	%	Yes
C2H4	0.1	50	10 ppm	%	Yes

M2b. The measurement must be minimally affected by the R.H. of the sample stream

NRC-CNRC

M3. Instrument requirements:

M3a. The instrument must have a dedicated vent connection.

M3b. Any carrier gases, including nitrogen, argon, or helium, must have a minimum purity of 5.0.

M3c. The electrical supply must be either 120 V or 208 V AC, at 60 Hz.

M4. Certification:

M4a. The Bidder must submit a duly signed Compliance Certification - B1501C (2018-06-21) for Electrical Equipment in Part 5 with their bid. Bidder's that do not include this certification will be deemed non-compliant.

M5. Computer controlled software for test operation, data acquisition and analysis

M5a. The unit must include computer-controlled software for test operation, data acquisition and analysis.



Government of Canada Gouvernement du Canada

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

PART A - CONTRACT INFORMATION / PARTIE A	- INFORMATION CONTRACTUELLE	ES A LA SECONTE (EVENS)							
1. Originating Government Department or Organization		2. Branch or Directorate / Direction généra	ale ou Direction						
Ministère ou organisme gouvernemental d'origine	NRC	EME - Vancouver							
3. a) Subcontract Number / Numéro du contrat de so	us-traitance 3. b) Name and Addre	ess of Subcontractor / Nom et adresse du so	us-traitant						
4 District Descriptions of West / Debts description du tre	Name	Address: TBD via Tender Process							
4. Brief Description of Work / Brève description du tra									
Benchtop gas analyzer. The analyzer analyses the anod	e and cathode output gas streams of a CO2 elec	ctrolysis station							
5. a) Will the supplier require access to Controlled Go			No Yes						
Le fournisseur aura-t-il accès à des marchandis	es contrôlées?		Non Oui						
5. b) Will the supplier require access to unclassified r	nilitary technical data subject to the provisi	ions of the Technical Data Control	No Yes						
Regulations?			Non L Oui						
Le fournisseur aura-t-il accès à des données tec sur le contrôle des données techniques?	onniques militaires non classifiees qui sont	assujetties aux dispositions du Regiement							
6. Indicate the type of access required / Indiquer le ty	vne d'accès requis								
	•								
6. a) Will the supplier and its employees require acce			No Yes						
Le fournisseur ainsi que les employés auront-ils (Specify the level of access using the chart in Q		ens PROTEGES et/ou CLASSIFIES?	Non Oui						
(Préciser le niveau d'accès en utilisant le tablea	u qui se trouve à la question 7. c)								
6. b) Will the supplier and its employees (e.g. cleaner		s to restricted access areas? No access to	No Yes						
PROTECTED and/or CLASSIFIED information of	or assets is permitted.		Non Oui						
Le fournisseur et ses employés (p. ex. nettoyeu	rs, personnel d'entretien) auront-ils accès à	à des zones d'accès restreintes? L'accès							
à des renseignements ou à des biens PROTÉG			□ Na □ Vaa						
S'agit-il d'un contrat de messagerie ou de livrais		t2	No Yes Oui						
	, ,								
7. a) Indicate the type of information that the supplier	will be required to access / Indiquer le type	e d'information auquel le fournisseur devra	avoir acces						
Canada 🗸	NATO / OTAN	Foreign / Étranger							
7. b) Release restrictions / Restrictions relatives à la	diffusion	<u> </u>							
No release restrictions	All NATO countries	No release restrictions							
Aucune restriction relative	Tous les pays de l'OTAN	Aucune restriction relative							
à la diffusion		à la diffusion							
Not releasable									
À ne pas diffuser									
Restricted to: / Limité à :	Restricted to: / Limité à :	Restricted to: / Limité à :							
Specify country(ies): / Préciser le(s) pays :	Specify country(ies): / Préciser le(s) pays	s: Specify country(ies): / Précise	er le(s) pays :						
7. c) Level of information / Niveau d'information	Ш								
PROTECTED A	NATO UNCLASSIFIED	7 PROTECTED A							
PROTÉGÉ A	NATO NON CLASSIFIÉ	PROTÉGÉ A							
PROTECTED B	NATO RESTRICTED	7 PROTECTED B							
PROTÉGÉ B	NATO DIFFUSION RESTREINTE	PROTÉGÉ B							
PROTECTED C	NATO CONFIDENTIAL	PROTECTED C							
PROTÉGÉ C	NATO CONFIDENTIEL	PROTÉGÉ C							
CONFIDENTIAL	NATO SECRET	CONFIDENTIAL							
CONFIDENTIEL	NATO SECRET	CONFIDENTIEL							
SECRET	COSMIC TOP SECRET	SECRET							
SECRET	COSMIC TRÈS SECRET	SECRET	<u> </u>						
TOP SECRET		TOP SECRET							
TRÈS SECRET		TRÈS SECRET	님						
TOP SECRET (SIGINT)		TOP SECRET (SIGINT)							
TRÈS SECRET (SIGINT)		TRÈS SECRET (SIGINT)							

TBS/SCT 350-103(2004/12)

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PART A (cont	inued) / PARTIE A (suite)	
	olier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?	No Yes
	ur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?	Non L Oui
	ate the level of sensitivity:	
Dans l'affirn	native, indiquer le niveau de sensibilité :	
	olier require access to extremely sensitive INFOSEC information or assets? For aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?	No Yes Non Oui
) of material / Titre(s) abrégé(s) du matériel : lumber / Numéro du document :	
	SONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)	
10. a) Personn	el security screening level required / Niveau de contrôle de la sécurité du personnel requis	
V	RELIABILITY STATUS CONFIDENTIAL CONFIDENTIAL SECRET TOP SECRET TRÈS SEC	
		OP SECRET RÈS SECRET
	SITE ACCESS ACCÈS AUX EMPLACEMENTS	
	Special comments: Commentaires spéciaux :	
	NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.	
10 1) 14	REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être f	
	creened personnel be used for portions of the work? onnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?	No Yes Non V Oui
	rill unscreened personnel be escorted? ffirmative, le personnel en question sera-t-il escorté?	No Yes Non Oui
PART C - SAF	EGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)	
INFORMATION	DN / ASSETS / RENSEIGNEMENTS / BIENS	
11. a) Will the premise	supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or	No Yes
	isseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou	
11 b) Will the	supplier be required to safeguard COMSEC information or assets?	
	isseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?	
		No Yes Non Oui
PRODUCTIO	N .	
		Non Oui
11. c) Will the p	roduction (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment	Non Oui No Yes
11. c) Will the p	roduction (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment the supplier's site or premises?	Non Oui
11. c) Will the poccur at	roduction (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment	Non Oui No Yes
11. c) Will the poccur at	roduction (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment the supplier's site or premises? Illations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ	Non Oui No Yes
11. c) Will the poccur at Les insta	roduction (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment the supplier's site or premises? Illations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ	Non Oui No Yes
11. c) Will the poccur at Les instaet/ou CL	roduction (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment the supplier's site or premises? Illations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ ASSIFIÉ? IN TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)	Non Oui No Yes Non Oui
11. c) Will the poccur at Les instatet/ou CL INFORMATIO 11. d) Will the s	roduction (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment the supplier's site or premises? ASSIFIÉ? IN TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI) upplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED	Non Oui No Yes Non Oui
11. c) Will the poccur at Les instatet/ou CL INFORMATIO 11. d) Will the sinformat	roduction (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment the supplier's site or premises? Illations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ ASSIFIÉ? IN TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI) upplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED on or data?	Non Oui No Yes Non Oui
11. c) Will the poccur at Les instret/ou CL INFORMATIO 11. d) Will the sinformat Le fourn	roduction (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment the supplier's site or premises? Illations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ ASSIFIÉ? IN TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI) upplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED on or data? sseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des	Non Oui No Yes Non Oui
11. c) Will the poccur at Les instret/ou CL INFORMATIO 11. d) Will the sinformat Le fourn	roduction (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment the supplier's site or premises? Illations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ ASSIFIÉ? IN TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI) upplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED on or data?	Non Oui No Yes Non Oui
11. c) Will the poccur at Les insta et/ou CL INFORMATIO 11. d) Will the sinformat Le fourn renseign	roduction (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment the supplier's site or premises? Illations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ ASSIFIÉ? IN TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI) upplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED on or data? sseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des	Non Oui No Yes Non Oui

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
UNCLASSIFIED

Canadä



Contract Number / Numéro du contrat

929812

Security Classification / Classification de sécurité UNCLASSIFIED

PART C <i>- (</i>	continued) / PARTIE C - ((suite)
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For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

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

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions. Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie		OTÉC			ASSIFIED .ASSIFIÉ			NATO	COMSEC							
	А	В	С	CONFIDENTIAL						CONFIDENTIAL	SECRET	TOP SECRET				
				CONFIDENTIEL		TRÈS SECRET	NATO DIFFUSION RESTREINTE	NATO CONFIDENTIEL		SECRET COSMIC TRÈS SECRET	А	В	С	CONFIDENTIEL		TRES SECRET
Information / Assets Renseignements / Biens																
Production																
IT Media / Support TI																
IT Link / Lien électronique																
12. a) Is the descrip La description	tion du t	of th	ne w iil vis	ork contained sé par la prése	within this	s SRCL P S est-elle	ROTECTED de nature P	and/or CLASS ROTÉGÉE et/	SIFIED? ou CLAS	SIFIÉE?					No Non	Yes Ou

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? If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification". Dans l'affirmative, classifier le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.										Yes Oui				
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, classifier le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).														
·								·			 		·	

