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 distribution National Research Council Canada Conseil national de recherches Canada

Title - Sujet		
High-Performance Freeze-Dryer v	vith Nucleation	
Solicitation No. – N° de l'invitation	Date	
23-58247	February 26, 2024	
Solicitation Closes – L'invitation	Time Zone	
prend fin	Fuseau horaire	
at – à 02:00 PM	EDT	
on – le March 22, 2024		
,		
D.A.P. – R.L.D.		
Plant-Usine: Destination: Other-Autre: Address Inquiries to : - Adresser toutes questions à:		
Address inquiries to : - Adresser toutes questions a:		
Kacendra Dion		
Email address – l'addresse courriel :		
Kacendra.Dion@cnrc-nrc.gc.ca		
Destination – of Goods, Services, and Construction:		
Destination – des biens, services et cor	nstruction :	
National Research Council Canad	la	
6100 Avenue Royalmount		
Montréal, Québec H4P 2R2		
1171 2112		

Vendor/firm Name and address	
Raison sociale et adresse du fournis	sseur/de l'entrepreneur
Facsimile No. – N° de télécopieur	
Telephone No. – N° de téléphone	
Name and title of person author (type or print)-	ized to sign on behalf of Vendor/firm
. ,	e à signer au nom du fournisseur/de
l'entrepreneur (taper ou écrire en ca	
	. ,
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 hold a valid organization security clearance as indicated in Part 6 -Resulting Contract Clauses;
 - 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

1.2 Statement of Requirement

To provide High-performance Freeze-Dryer with Nucleation 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.

<u>2010A</u> (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 (a) REQUESTED:
 - (b) direct its bid ONLY to the Bid Receiving address specified;
 - ensure that the Bidder's name, the bid solicitation reference number, and bid solicitation (c) 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.
- Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid 2.1.3 solicitation and accept the terms and conditions of the resulting contract.
- 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.
- 2.1.5 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 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 Quebec.

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

2.6 **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 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-challengeand-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:

- 1) Include all environmental certification(s) relevant to your organization (e.g., ISO 14001, Leadership in Energy and Environmental Design (LEED), Carbon Disclosure Project,
- 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 <u>Policy on Green Procurement</u> (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.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 **Evaluation Procedures**

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

4.1.1 **Technical Evaluation**

Proposals will be assessed in accordance with the mandatory and rated (if applicable) evaluation below. 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 **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 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 <u>Forms for the Integrity Regime</u> 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 - <u>B1501C</u> (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 non-responsive.

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;
- 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 tr	less) certify that the information provided is true as of the date rue for the duration of the Contract. I understand that the	
•	bject to verification at all times. I also understand that Canada will cation is found to be untrue, whether made knowingly or	
inknowingly, during the bid or contract period. Canada reserves the right to ask for additional information o verify the certifications. Failure to comply with any request or requirement imposed by Canada will constitute a default under the Contract.		
Name:	has certified to their compliance with this requirement.	
Signature:	Date:	

5.1.3 Additional certifications required with bid

Certificate of compliance - Flammability class refrigerant, safety rating A1

By submitting a bid in response to this call for tenders, the bidder certifies that:

a.	The flammability class refrigerant h	as a safety rating of A1.		
indicate provide contrac during t verify c	(company name) certify that the information provided is accurate as of the dat indicated below and will remain accurate for the duration of the contract. I understand that certifications provided to Canada are subject to verification at any time. I also understand that Canada will declare a contractor in default if any certification proves to be false, whether made knowingly or unknowingly, during the period of the tender or contract. Canada reserves the right to request additional information to verify certifications. Failure to comply with any request or requirement imposed by Canada will constitute a breach of the terms of the contract.			
Name:		has certified compliance with this requirement.		
Signatu	ure:	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 <u>Ineligibility and Suspension Policy</u> (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).

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

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

6.2 Statement of Requirement

The Contractor must provide a High-Performance Freeze-Dryer with Nucleation 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.

6.3.2 Supplemental General Conditions

4001 (2015-04-01), 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 September 30, 2024 inclusive.

6.4.2 Delivery Date

All the deliverables must be received on or before September 30, 2024

6.4.3 Delivery Points

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

6.4.5 Delivery and Unloading

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

Shipping Terms and Instructions - Delivered At Place 6.4.6

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

Incoterms® 2020 "DAP Delivered At Place"

6100 Avenue Royalmount Montréal, Québec H4P 2R2

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.

6.4.7 **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**

Contracting Authority 6.5.1

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 Technical Authority for the Contract		
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 Tehcnical 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
Name:	
Title: _	
Addres	S:
Telepho	one:
E-mail a	address:
6.6	Payment
6.6.1	Basis of Payment
	ntractor will be paid for costs reasonably and properly incurred in the performance of the work his Contract in accordance with the following:
Contrac	ideration 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 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.

6.6.2 **Limitation of Expenditure**

Unless otherwise authorized in writing by the National Research Council of Canada (NRC), NRC's financial 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.

Method of Payment 6.6.3

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 **SACC Manual Clauses**

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

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

SACC Manual clause <u>C2608C</u> (2020-07-01), Canadian Customs Documentation

6.6.5 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);

6.7 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 Quebec.

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.

(a) the Articles of Agreement;

- (b) the supplemental general conditions 4001_
- (c) the general conditions 2010A Goods (Medium Complexity), apply to and form part of the Contract
- (d) ANNEX A, Statement of Requirement;
- (e) ANNEX D, Security Requirements Check List
- (f) the Contractor's bid dated _____

6.12 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
SACC Manual clause 4013 (2022-06-20) Compliance with on-site measures, standing orders, policies, and rules

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@boa-opo.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.

ANNEX "A" - STATEMENT OF REQUIREMENT

The Microbial Fermentation plant at the National Research Council of Canada's Centre for Research in Human Health Therapeutics requires a high-performance freeze-dryer with nucleation to meet the needs of the Microbial Fermentation Department.

Requirements:

The Contractor must supply and deliver a new High Performance freezer dryer with Nucleation in accordance with the technical requirements in Table 1.

Table 1: technical requirements of the high-performance freeze dryer with nucleation

The high-performance freeze dryer with nucleation must comply with the following criteria:

Required Specification of High-performance freeze dryer with nucleation:

- The ice condenser capacity required is a minimum of 30 liters or more.
- Ice condenser temperature: -85°C or colder.
- Shelf temperature, minimum performance required: -70°C to 60°C
- Shelf temperature control tolerance: ±0.5°C or more precise
- Lowest storage temperature: -70°C
- Minimum cooling time required 25°C to -40°C, in 25 minutes or less
- Number of shelves: between 3 and 5
- Total surface area of shelves: between 4.5 and 6.5 square feet
- Condenser area: 5.0 to 7.0 square feet
- Condenser: minimum descent temperature rate required 20°C to -75°C in 10 minutes or less
- Shelves: minimum descent temperature speed required 25°C to -40°C, 25 minutes or less
- Vacuum time up to 100 mTorr: 20 minutes or less
- Vacuum rise rate: 30 mTorr / hour or less
- System must be able to go: 10 mTorr or less
- Minimum required vacuum level control range: 20 to 500 mTorr
- Minimum vacuum level control +/- 5.0 mTorr
- Temperature uniformity: ± 1.0 C (side to side / shelf to shelf)
- Must have a sample extractor with vacuum pump and all accessories required for proper operation
- Shelves, product chamber, condenser chamber and condenser coil must be type 316L stainless steel
- Must have an isolation valve between the two chambers.
- Must be movable and on wheels-mounted
- Dimensions: maximum height 78 inches, maximum width 43 inches, depth 53 inches. Tunable

Required specification of refrigeration

Non-flammability class refrigerant, safety rating A1.

Control and Instrumentation

The high-performance freeze dryer with nucleation must include the following elements:

- Must include between 12 and 16 thermocouples
- Must include capacitive pressure sensor
- Must include Pirani vacuum pressure sensor
- A programmable logic controller (PLC)
- A supervisory control and data acquisition (SCADA) program must be included with the following features –

- An access to the system equipment (isolation valves, thermocouples, pressure sensors, etc.)
- o Easy programming of custom recipes including automatic startup and auto stoppering.
- The freeze dryer must also be intuitive and define an algorithm (recipe) for the user according to the product to be freeze dried and determine the variables of time, temperature and vacuum.
- A comparative analysis of the Capacitive /Pirani differential
- o Manual or automatic Pressure Rise Testing (PRT)
- o Historian to access historical data and generate reports with unique lot numbers
- o Alarms management system
- Ethernet communication with other systems
- If required a desktop computer running Windows 10 with the required licenses for operation, an monitor and all the required accessories.
- UPS for controller and system computer

Installation:

The Contractor must install, integrate and configure all deliverables at the location specified in the contract. The Contractor must unpack, assemble and install the deliverables on site. Where applicable, this includes, but is not limited to, providing necessary moving and installation resources, packing materials, vehicles, cranes, personnel and floor protection boards. The Contractor must apply all related materials necessary for the complete installation, integration and configuration of the deliverables on site. This includes, but is not limited to, all electrical connectors, cables and other accessories necessary for the installation, integration and configuration of the delivered products. Upon successful completion of installation, integration and configuration of the deliverables, the Contractor must provide the Technical Authority with written notification that the deliverables are ready for testing. The Contractor must maintain all work areas at the installation site(s) in a clean and tidy condition at the end of each working day and at the end of receiving, including the removal and disposal of all related packaging materials.

The Contractor must begin installation within 30 calendar days of delivery and must complete installation within 30 calendar days of the installation start date.

Manuals and documentation:

The contractor must provide a complete manual, in English and if possible, in French, with the deliverables, both in hard copy and electronically. This documentation shall include all publications relating to technical specifications, installation requirements and operating instructions. All electronic copies must be in Adobe PDF format.

Training:

The contractor must provide training for 8 people at the Royalmount site at the Pilote plant in French during business days from 8 a.m. to 4 p.m. Training must cover the operation and handling of the equipment. Training must include, but is not limited to, product functionality, features and limitations. The Contractor must provide on-site training within 30 calendar days of installation.

Warranty

Warranty coverage for the unit must include a minimum of one year of manufacturer's warranty which includes all parts and labor as well as shipping charges.

Equipment compliance

 Prior to delivery, all electrical equipment supplied under the Contract must have been listed or approved for use in accordance with Part 1 of the Canadian Electrical Code by a certification body accredited by the Standards Council of Canada.

- The equipment must have an approval label.
- Voltage composed of 230V, 60 Hz, 1 phase.

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 a fixed lump sum in Canadian dollars (including shipping charges; plus, applicable customs duties and taxes) for the supply and delivery of the requested goods and services, in accordance with the requirements of Appendix A (Statement of Requirements), after delivery to the destination site.

6100 Royalmount Avenue Montreal, Quebec H4P 2R2

Financial evaluation

Item	Description	Unit	Emission unit	Calculated fixed price (CA)
1	High-performance freeze-dryer with nucleation including software and licenses Manuals Training 1 year warranty	1	Lump sum A	\$

ANNEX C

Mandatory Technical 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.

Item	Mandatory Technical Criteria	Bidders are requested to cross reference the mandatory technical criteria in a concise format by using page, paragraph(s) & sub-paragraphs as applicable to their supporting technical documentation	Met/Not Met
	High-performance freeze-dryer with nucleation specification	Document Name : Page Number :	Yes / No
	 Shelf temperature, minimum performance required: -70°C to 60°C 	Document Name : Page Number :	Yes / No
	Ice condenser temperature: -85°C or colder	Document Name :	Yes / No
	Number of shelves: between 3 and 5	Page Number :	Yes / No
	Temperature uniformity: ±1.0°C	Document Name : Page Number :	Yes / No
		Document Name : Page Number :	Yes / No
	System capacity: 10 mTorr or less	Document Name :	Yes / No
	Minimum vacuum level control range required: 20 to 500 mTorr	Page Number : Document Name : Page Number :	Yes / No Yes / No
	Minimum vacuum level control +/- 5.0 mTorr	Document Name :	Yes / No Yes / No
	Temperature uniformity: ± 1.0 C (side-to-side / shelf-to-shelf)	Document Name :Page Number :	Yes / No
	Must have sample extractor with vacuum pump and all accessories required for proper operation	Document Name :	Yes / No
	Shelves, product chamber, condenser chamber and condenser	Page Number :	Yes / No
	coil must be made of 316L stainless steel	Document Name : Page Number :	Yes / No
	Must be movable and on wheels	Document Name : Page Number :	Yes / No
	Dimensions: maximum height 78 inches, maximum width 43 inches, depth 53 inches.	Document Name : Page Number :	Yes / No

Control and Instrumentation		
PLC-type programmable controller	Document Name : Page Number :	Yes / No
SCADA software (supervisory control and data acquisition)	Document Name : Page Number :	Yes / No
The freeze-dryer must also be intuitive and define an algorithm (recipe) to the user according to the product to be freeze-dried.	Document Name :Page Number :	Yes / No
Must include between 12 and 16 thermocouples	Document Name :Page Number :	Yes / No
Electrical specification:		
 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. The Bidder must submit a duly signed Compliance for flammability class A1 refrigerant included in Part 5. Bidder's that do not include this attestation will be deemed non-compliant. 	Document Name : Page Number : Document Name : Page Number :	Yes / No Yes / No



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

SECURITY REQUIREMENTS CHECK LIST (SRCL)

			ECURITE (LVERS)	
			or Directorate / Direction généra	ale ou Direction
Ministère ou organisme gouvernemental d'origine			3	
3. a) Subcontract Number / Numéro du contrat de so	us-traitance 3. b) Name and	Address of Subcor	ntractor / Nom et adresse du so	us-traitant
4. Brief Description of Work / Brève description du tra	avail			
				No Yes
		provisions of the To	achnical Data Control	
Regulations?	military technical data subject to the	provisions of the re	chilical Data Control	Non Oui
	chniques militaires non classifiées q	ui sont assujetties a	ux dispositions du Règlement	
	ype d'accès requis			
., , , , ,		FIED information or	assets?	□ No □ Yes
Le fournisseur ainsi que les employés auront-ils	accès à des renseignements ou à d			Non Oui
5. a) Subcontract Number / Numéro du contrat de sous-traitance 3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant 4. Brief Description of Work / Brêve description du traveil 5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il acces à des marchandises controlées? In Own Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetites aux dispositions du Règlement Sur le controllé des données techniques? 1. Indicate the type of access require access to PROTECTED andror CLASSIFIED information or assets? Le fournisseur unaix que les employées auron-fils accès à des menseignements ou à des biens PROTEGES et/ou CLASSIFIÉS? Non (Specify the level of access unifoly the chart in Question 7, c) (Préciser le niveaur d'accès un tillisant le tableau qui se trouve à la question 7, c) (Préciser le niveaur d'accès e unifoly and tillisant le tableau qui se trouve à la question 7, c) 1. PROTECTED andror CLASSIFIÉD information or assets is permentientelle promotive access to restricted access areas? No access to PROTECTED andror CLASSIFIÉS (Préciser le niveaur d'accès en utilisant le tableau qui se trouve à la question 7, c) 1. PROTECTED andror CLASSIFIÉD information or assets is permentientelle promotive access to restricted access areas? No access to No Access to Indicate the type of information access to Indicate the type of information access to Indicate the type of information in that the supplier will be required to access / Indiquer le type d'information auguel le fournisseur devra avoir accès 1. Restricted to: / Limité à: Specify country(ies): / Préciser le(s) pays : 1. Specify country(ies): / Préciser le(s) pays : 2. Specify country(ies): / Préciser le(s) pa		No Yes		
			d'accès restraintes? L'accès	Non Oui
			u acces restreintes? L'acces	
6. c) Is this a commercial courier or delivery requirem	nent with no overnight storage?			1 1 1 1
ů ů	1 9			
7. a) Indicate the type of information that the supplier	will be required to access / Indique	· le type d'information	_	avoir accès
Canada	NATO / OTAN		Foreign / Étranger	
	Tous les pays de l'OTAN			
Not releasable				
Destricted to: / Limité à .	Destricted to: / Limité à .		Dootriotod to: / Limitá à .	
		(-)		
Specify country(les): / Preciser le(s) pays :	Specify country(les): / Preciser le	s) pays :	Specify country(les): / Precise	er ie(s) pays :
7. c) Level of information / Niveau d'information				
	NATO UNCLASSIFIED		PROTECTED A	
PROTÉGÉ A	NATO NON CLASSIFIÉ		PROTÉGÉ A	
		<u> </u>		
	COSMIC TRES SECRET			블
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT)			TOP SECRET (SIGINT) TRÈS SECRET (SIGINT)	
TINLO SECINET (SIGNAT)			TINES SECINET (SIGNIT)	

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Security Classification / Classification de sécurité	

PAR 8. Wil	A (cont I the sup	inued) / PARTIE A (suite) blier require access to PROTECTE	D and/or CLASSIFIED COMSEC	information or assets?		□ No □	Yes
Le	fournisse	ur aura-t-il accès à des renseignen			SIFIÉS?	Non L	Oui
		ate the level of sensitivity: native, indiquer le niveau de sensibi	lité ·				
9. Wil	I the sup	olier require access to extremely se	nsitive INFOSEC information or a			No	Yes
Le	fournisse	eur aura-t-il accès à des renseignen	nents ou à des biens INFOSEC de	e nature extrêmement délicate?		Non	Oui
Sh	ort Title(s) of material / Titre(s) abrégé(s) du	matériel :				
		lumber / Numéro du document :					
		SONNEL (SUPPLIER) / PARTIE E el security screening level required					
		RELIABILITY STATUS COTE DE FIABILITÉ	CONFIDENTIAL CONFIDENTIEL	SECRET SECRET	TOP SECR TRÈS SEC		
		TOP SECRET- SIGINT	NATO CONFIDENTIAL	NATO SECRET	COSMIC TO	OP SECRET	
		TRÈS SECRET – SIGINT SITE ACCESS	NATO CONFIDENTIEL	L NATO SECRET	COSMIC II	RÉS SECRET	
		ACCÈS AUX EMPLACEMENTS					
		Special comments: Commentaires spéciaux :					
		,					
		NOTE: If multiple levels of screening			la a facción falado Amari		
10. b)	May uns	REMARQUE: Si plusieurs niveau creened personnel be used for por		luis, un guide de classification de	la securite doit etre f	ourni. No F	Yes
,		onnel sans autorisation sécuritaire		du travail?		Non _	Oui
		vill unscreened personnel be escort				No	Yes
	Dans ra	ffirmative, le personnel en question	sera-t-ii escorte?			Non	Oui
		EGUARDS (SUPPLIER) / PARTIE		N (FOURNISSEUR)			
INF	ORMATI	ON/ASSETS / RENSEIGNEMI	ENTS / BIENS				
11. a) Will the	supplier be required to receive and	store PROTECTED and/or CLAS	SIFIED information or assets on i	ts site or	□ No □	Yes
,	premise	s?				└── Non └	Oui
	Le fourr	isseur sera-t-il tenu de recevoir et d FIÉS?	l'entreposer sur place des renseig	gnements ou des biens PROTEGE	₌S et/ou		
		-					
11. b)		supplier be required to safeguard C isseur sera-t-il tenu de protéger de:		OMSEC?		No Non	Yes Oui
			Tonionghomorie ou doo biono o				
PRO	DUCTIO	N					
44 \	1450 4		//				
11. C)		roduction (manufacture, and/or repart the supplier's site or premises?	r and/or modification) of PROTECT	ED and/or CLASSIFIED material o	r equipment	No Non	Yes Oui
	Les insta	allations du fournisseur serviront-elles	à la production (fabrication et/ou re	éparation et/ou modification) de ma	tériel PROTÉGÉ		
	et/ou CL	ASSIFIE?					
INFO	ORMATIC	ON TECHNOLOGY (IT) MEDIA /	SUPPORT RELATIF À LA TECHN	IOLOGIE DE L'INFORMATION (TI)		
11. d)		upplier be required to use its IT syste	ems to electronically process, produ	ice or store PROTECTED and/or C	LASSIFIED	No No	Yes
		on or data? sseur sera-t-il tenu d'utiliser ses prop	ores systèmes informatiques pour tr	aiter produire ou stocker électropic	uement des	Non	Oui
		ements ou des données PROTÉGÉ		and, produire od stocker electronic	_l uomon uoo		
<u> </u>							
11. e)		e be an electronic link between the su ra-t-on d'un lien électronique entre le			nce	No Non L	Yes —Oui
		ementale?	-,	1. 35.a. aa			

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Security Classification / Classification de sécurité

Canadä

*	Government	Gouvernement
	of Canada	du Canada

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

PART C - (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		CLASSIFIED CLASSIFIÉ			NATO					COMSEC					
	Α	В	С	CONFIDENTIAL	SECRET	TOP SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COSMIC TOP		OTECT ROTÉG		CONFIDENTIAL	SECRET	TOP SECRET
				CONFIDENTIEL		TRÈS SECRET	NATO DIFFUSION RESTREINTE	NATO CONFIDENTIEL		SECRET COSMIC TRÈS SECRET	Α	В	С	CONFIDENTIEL		TRES SECRET
nformation / Assets Renseignements / Biens																
Production																
T Media / Support TI																
T Link / Lien électronique																
a) Is the description I a description								and/or CLAS ROTÉGÉE et		SIFIÉF?				ſ	No Non	☐ Y

Information / Assets Renseignements / Biens												
Production												
IT Media / Support TI												
IT Link / Lien électronique												
12. a) Is the descrip La description	du tra	ıvail vis	é par la prése	nte LVER	S est-elle	de nature Pf	ROTÉGÉE et/	ou CLAS		 ·	No Non	Yes Oui
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.												
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).												