



RETURN BIDS TO:

**RETOURNER LES
SOUMISSIONS À :**

Roberta.Ranaldi@nrc-cnrc.gc.ca

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

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 Vacuum Volumetric Physisorption Analyzer	
Solicitation No. – N° de l'invitation 24-58028	Date May 24, 2024
Solicitation Closes – L'invitation prend fin at – à 02 :00 PM on – le June 18, 2024	Time Zone Fuseau horaire EDT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/> Address Inquiries to : - Adresser toutes questions à: Roberta Ranaldi	
Email address – l'adresse courriel : Roberta.Ranaldi@nrc-cnrc.gc.ca	
Destination – of Goods, Services, and Construction: Destination – des biens, services et construction :	
National Research Council Canada 2620 Speakman Drive Mississauga, Ontario L5K 1B1 Canada	

Vendor/firm Name and address 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 sign on behalf of Vendor/firm (type or print)- Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION	3
1.1 SECURITY REQUIREMENTS	3
1.2 STATEMENT OF REQUIREMENT	3
1.3 DEBRIEFINGS.....	3
PART 2 - BIDDER INSTRUCTIONS	3
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS	3
2.2 LATE BIDS	4
2.3 SUBMISSION OF BIDS.....	4
2.4 ENQUIRIES - BID SOLICITATION.....	5
2.5 APPLICABLE LAWS	5
2.6 BID CHALLENGE AND RECOURSE MECHANISMS.....	5
PART 3 - BID PREPARATION INSTRUCTIONS.....	6
3.1 BID PREPARATION INSTRUCTIONS	6
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	7
4.1 EVALUATION PROCEDURES	7
4.2 BASIS OF SELECTION.....	8
PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION	8
5.1 CERTIFICATIONS REQUIRED WITH THE BID.....	8
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION.....	8
6.1 SECURITY REQUIREMENTS	9
6.2 STATEMENT OF REQUIREMENT	9
6.3 GENERAL CONDITIONS	9
6.4 TERM OF CONTRACT	10
6.5 AUTHORITIES.....	10
6.6 PAYMENT	11
6.7 INSPECTION AND ACCEPTANCE.....	12
6.8 INVOICING INSTRUCTIONS.....	12
6.9 CERTIFICATIONS AND ADDITIONAL INFORMATION.....	12
6.10 APPLICABLE LAWS.....	13
6.11 PRIORITY OF DOCUMENTS.....	13
6.12 SACC MANUAL CLAUSES	13
6.13 DISPUTE RESOLUTION	13
6.14 NON-PERMANENT RESIDENT (FOREIGN COMPANY).....	ERROR! BOOKMARK NOT DEFINED.
6.15 GOVERNMENT SMOKING POLICY	13
6.16 ACCESS TO GOVERNMENT FACILITIES/EQUIPMENT	13

ANNEX A Statement of Requirements

ANNEX B Basis of Payment

ANNEX C Mandatory Technical Criteria

ANNEX D Security Requirements Check List



PART 1 - GENERAL INFORMATION

1.1 Security Requirements

1. Before award of a contract, the following conditions must be met:
 - (a) 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 Vacuum Volumetric Physisorption 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 (RFP). 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:

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



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

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

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

2.1.4 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.

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

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

2.1.8 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 Technical 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
Roberta Ranaldi - Roberta.Ranaldi@nrc-cnrc.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 [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-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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, bidders should:

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

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

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



- Bidders are encouraged to offer environmentally preferred products which supports a sustainable environment for nature and wildlife.
- Bidders are encouraged to offer environmentally preferred products which ensure the comfort and air quality of building occupants.

Bidders are encouraged to consult the following websites:

<https://www.tpsc-pwgsc.gc.ca/app-acq/ae-gp/index-eng.html>

<https://www.tpsc-pwgsc.gc.ca/app-acq/ae-gp/rle-glr-eng.html>

Section I: Technical Bid

In their technical bid, Bidders should explain and demonstrate how they 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

- (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 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 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](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.2 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/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.



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

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

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 X apply and form part of the Contract.

6.2 Statement of Requirement

The Contractor must provide a Vacuum Volumetric Physisorption Analyzer in accordance with the Requirement at Annex "A" and the Contractor's technical bid entitled _____, dated _____.

6.2.1 Optional Goods

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described below under the same conditions stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.

This requirement includes the option to purchase the following goods on an as and when requested basis:

1. Cryogenic accessories.
2. Sample cells, cell adaptors, and related accessories.

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 December 1, 2024 inclusive.

6.4.2 Delivery Date

All the deliverables must be received on or before December 1, 2024.

6.4.3 Delivery Points

Delivery of the requirement will be made to delivery point specified in below 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® 2010 “DAP Delivered At Place”

National Research Council Canada
2620 Speakman Drive
Mississauga, Ontario
L5K 1B1

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: Roberta Ranaldi
Title: Procurement Officer
National Research Council Canada



Telephone: (613) 299-8229
E-mail address: Roberta.Ranaldi@nrc-cnrc.gc.ca

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

6.5.2 Technical Authority

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

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: _____

E-mail address: _____

The Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority; however, the 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 *[to be inserted at contract award]*

Name: _____

Title: _____

Address: _____

Telephone: _____

E-mail address: _____

6.6 Payment

6.6.1 Basis of Payment

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

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in contract for a cost of \$ _____. Customs duties are excluded and Applicable Taxes are extra.

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

6.6.2 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.

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 SACC Manual Clauses

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

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

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

6.6.5 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 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.

- (a) the Articles of Agreement;
- (b) the supplemental general conditions 4001 (2015-04-01);
- (c) the general conditions 2010A (2022-12-01), General Conditions - 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

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 REQUIREMENTS

1. TITLE

Vacuum Volumetric Physisorption Analyzer

2. BACKGROUND

National Research Council of Canada has a requirement for the supply of one Physisorption Analyzer Instrument to support analytical characterization of high surface porous materials including but not limited to zeolites, MOFs and metal powder, for the non-exhaustive applications of electro-catalysis, battery materials, supercapacitor materials, and sorbent materials for carbon dioxide storage.

3. ACRONYMS

NRC	National Research Council Canada
SOR	Statement of Requirement
TA	Technical Authority
NRC-M	NRC Mississauga
BET	Brunauer-Emmett-Teller
°C	Degree Celcius
ASTM	American Society for Testing and Materials
DIN	Deutsches Institut für Normung
ISO	International Organization for Standardization

4. APPLICABLE DOCUMENTS & REFERENCES

None

5. REQUIREMENTS/SPECIFICATIONS:

5.1 **Vacuum Volumetric Physisorption Analyzer**

Required quantity: 1

The Contractor must provide the requirement with the following specifications:

Number	Minimum Specifications
5.1.1	<p>The instrument must analyze and characterize the following properties of solid powder samples:</p> <ul style="list-style-type: none">a. Surface area (in units of $\text{m}^2 \text{ g}^{-1}$).b. Pore size and pore volume distributions (in units of cumulative pore volume cc/g vs. pore diameter nm or Angstrom)c. Average pore size (nm or Angstrom), fractional dimensions, andd. heat-of-adsorption.
5.1.2	The instrument must have at least 3 analysis stations, capable of independently operating up to 3 different gases at 3 different analysis temperatures.
5.1.3	<p>The instrument must have sample preparation stations</p> <ul style="list-style-type: none">a. A minimum of 6 integrated degassing stations.b. Temperature control from room temperature up to 450°C (a minimum of 2 independent heating zones)

5.1.4	The instrument must be compatible with analysis gases <ul style="list-style-type: none"> a. Non-corrosive gases: N₂, Ar, Kr, CO₂, H₂ b. Hydrocarbons: CH₄, C₂H₆, C₃H₈, etc.
5.1.5	The instrument must operate with independent cells operating at pressures as low as 3x10 ⁻⁵ Torr and up to 1000 Torr, with a maximum resolution of 2x10 ⁻⁵ Torr (medium pressure)
5.1.6	The instrument must support analysis of adsorption isotherms using: <ul style="list-style-type: none"> a. N₂ at 77K b. CO₂ at 273K and 273 to 323K. and BET surface area analysis, with maximum specific detection limit of 0.01 m ² g ⁻¹ (N ₂ at 77K) With reproducible limit within 2% on a sample of 2 m ² in an analysis cell
5.1.7	The instrument must support pore size analysis: <ul style="list-style-type: none"> a. Ranging from 0.5 nm to 500 nm (diameter) a. With reproducibility limit within 1% of measurement
5.1.9	The unit must have a North American standard compatible power system (120-240 VAC, 50/60 Hz).
5.1.10	The unit must meet all applicable Canadian Standard Association (CSA) or Underwriters' Laboratories of Canada (ULC) standards.
5.1.11	The instrument must have analysis liquid N ₂ dewar with capacity to support analysis for a minimum of 90 hours and allows for liquid N ₂ refill during analysis.
5.1.12	The instrument must be accompanied with software features: <ul style="list-style-type: none"> a. Built-in analysis profiles with pre-set experimental protocols, aligned with ASTM, DIN, and ISO. b. Standard profiles of measurement selection. c. Advanced user customization with full control of experimental protocols for equilibration and dosing parameters (including bonding energy, adsorption maximum, buffering capacity, etc.). d. Saving templates of previous analysis for rapid measurements. e. Functionality for post-run processing of data including model-fitting, correction methods, and editing. f. QA/QC protocols, including predefined methods for standards and calibrants. g. Functionality to store and recall data h. Support connection and control to up to 3 identical instruments to one PC. Generate reports with BET areas, average pore size, pore size distributions, heat of adsorption.
5.1.13	The instrument must include the compatible connections to support the following optional accessories: <ul style="list-style-type: none"> a. Cryogenic accessories b. Sample cells, cell adaptors, and related accessories.

5.2 Optional Requirements

The requirement must include the option to purchase the following additional deliveries on an as and when requested basis:

- a. Cryogenic accessories
- b. Sample cells, cell adaptors, and related accessories

5.3 Installation

The Contractor must deliver, install, integrate, and configure all deliverables at the location specified in the Contract. The Contractor must unpack, assemble, and install the deliverables at the site. If applicable, this includes but is not limited to the provision of required moving and installation resources, packing material, vehicles, cranes, personnel, and floor protection panels.

The Contractor must supply all associated materials required to effect complete installation, integration and configuration of the deliverables at the site. This must include but not be limited to such things as all the required power connectors, cables, and any other accessories required to install, integrate and configure the deliverables.

Upon successful completion of the installation, integration and configuration of the deliverables, the Contractor must give the Technical Authority 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 on completion of each day's work and on completion of acceptance, including the removal and disposal of all related packing material.

The Contractor must begin installation within 14 calendar days of delivery and must complete the installation within 7 calendar days from the installation start date.

5.4 Delivery and Commissioning

The Contractor must deliver systems to the location specified in the Contract, complete with all internal components required to operate systems.

The Contractor must supply instructions for facility connections for all required facilities.

The contractor must commission tools once NRC has completed siting and facilitation.

The Contractor must complete initial startup and commissioning of the broadband spectrometer with an integrated high sensitivity iCCD camera in an integrated solution. After commissioning, the Contractor must provide a final Acceptance Certification document to NRC.

The Contractor must maintain all work areas at the installation site(s) in a clean and tidy condition on completion of each day's work and on completion of acceptance, including the removal and disposal of any remaining packing material.

5.5 Training

The Contractor must provide onsite training to the Client in English for a group of 5 to 10 research staff at NRC Mississauga. Training must include operation and manipulation of the equipment. The training must include but not be limited to product functionality, product features and limitations. The Contractor must provide on-site training within 5 calendar days of installation.

5.6 Manual

The Contractor must deliver 1 complete set of Documentation, in English and French 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, DVD, or USB.

5.7 Warranty

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

6. DATE OF DELIVERY

All deliverables must be received on-site before December 1st, 2024.

7. LANGUAGE OF WORK

The language of all work and deliverables must be in English.

8. DELIVERY LOCATION

National Research Council Canada - NRC
Building: NRC Mississauga (NRC-M)
2620 Speakman Drive
Mississauga, Ontario.
L5K 1B1
Canada

9. SECURITY

All work is unclassified, and the Contractor will not have access to any classified information. The Contractor on site must possess and maintain a valid Reliability status NRC Security Screening Level for the duration of the Contract.

10. INTELLECTUAL PROPERTY (IP) OWNERSHIP

- Not applicable
- Canada to Own Intellectual Property Rights in Foreground Information
- Contractor to Own Intellectual Property Rights in Foreground Information

11. CONTROLLED GOODS

- Not applicable
- Applicable

ANNEX B

BASIS OF PAYMENT

The Contractor will be paid fix lump sum price 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), 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	Vacuum Volumetric Physisorption Analyzer, Software, Manuals, Training, and 1 year warranty.	1	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 Vacuum Volumetric Physisorption Analyzer must meet the following criteria. Numbering is referring to the requirement description list in Annex A.

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 [completed by the bidder]	MET / NOT MET [completed by NRC evaluator]
5.1.1	<p>We kindly request that bidders provide comprehensive technical information that clearly outlines the instrument's ability to characterize the listed properties of solid powder samples. This information should include details on how the instrument is able to analyze and characterize these properties</p> <p>a. Surface area (in units of m² g⁻¹)</p> <p>Technical explanation: _____</p> <p>Page Number of technical substantiation: _____</p> <p>b. Pore size and pore volume distributions (in units of cumulative pore volume cc/g vs. pore diameter nm or Angstrom)</p> <p>Technical explanation: _____</p> <p>Page Number of technical substantiation: _____</p> <p>c. Average pore size (nm or Angstrom), fractional dimensions, and</p> <p>Technical explanation: _____</p> <p>Page Number of technical substantiation: _____</p> <p>d. Heat-of-adsorption.</p>		

	<p>Technical explanation: _____</p> <p>Page Number of technical substantiation: _____</p>		
5.1.2	The instrument must have at least 3 analysis stations, capable of independently operating up to 3 different gases at 3 different analysis temperatures.		
5.1.3	<p>The instrument must include sample preparation stations, with a minimum of six integrated degassing stations.</p> <p>The temperature control system must be capable of maintaining a range of temperatures from room temperature up to 450°C, with a minimum of two independent heating zones.</p> <p>It is required that a technical justification be provided for each.</p> <p>Page Number: _____)</p>		
5.1.4	<p>It is essential that the instrument be compatible with the specified analysis gases.</p> <p>The following gases are compatible with the instrument:</p> <ul style="list-style-type: none"> a. Non-corrosive gases: N₂, Ar, Kr, CO₂, H₂; and b. Hydrocarbons: CH₄, C₂H₆, C₃H₈, etc. <p>Page number: _____</p>		
5.1.5	The instrument must operate with independent cells operating at pressures as low as 3x10 ⁻⁵ Torr and up to 1000 Torr, with a maximum resolution of 2x10 ⁻⁵ Torr (medium pressure)		
5.1.6	<p>The instrument must support analysis of adsorption isotherms using:</p> <ul style="list-style-type: none"> a. N₂ at 77K b. CO₂ at 273K and 273 to 323K. <p>and BET surface area analysis, with maximum specific detection limit of 0.01 m² g⁻¹ (N₂ at 77K)</p> <p>With reproducible limit within 2% on a sample of 2 m² in an analysis cell</p>		
5.1.7	<p>The instrument must support pore size analysis:</p> <ul style="list-style-type: none"> a. Ranging from 0.5 nm to 500 nm (diameter); b. With reproducibility limit within 1% of measurement 		
5.1.9	<p>The unit must be equipped with a North American standard power system that is compatible with a voltage of 120-240 VAC and a frequency of 50/60 Hz.</p> <p>Page Number: _____</p>		
5.1.10	The instrument must be equipped with a liquid nitrogen dewar with a capacity to support analysis for a minimum of 90 hours and must allow for liquid nitrogen refill during analysis.		
5.1.11	<p>The instrument must be accompanied with software features:</p> <ul style="list-style-type: none"> a. Built-in analysis profiles with pre-set experimental protocols, aligned with ASTM, DIN, and ISO. 		

	<ul style="list-style-type: none"> b. Standard profiles of measurement selection. c. Advanced user customization with full control of experimental protocols for equilibration and dosing parameters (including bonding energy, adsorption maximum, buffering capacity, etc.). d. Saving templates of previous analysis for rapid measurements. e. Functionality for post-run processing of data including model-fitting, correction methods, and editing. f. QA/QC protocols, including predefined methods for standards and calibrants. g. Functionality to store and recall data h. Support connection and control to up to 3 identical instruments to one PC. <p>Generate reports with BET areas, average pore size, pore size distributions, heat of adsorption.</p>	
5.1.12	<p>The instrument must include the necessary connections to support the following optional accessories:</p> <ul style="list-style-type: none"> a. Cryogenic accessories, and b. Sample cells, cell adaptors, and related accessories. 	

ANNEX D



Government
of Canada

Gouvernement
du Canada

Contract Number / Numéro du contrat

943752

Security Classification / Classification de sécurité
UNCLASSIFIED

SECURITY REQUIREMENTS CHECK LIST (SRCL)

LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE

1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine	NRC	2. Branch or Directorate / Direction générale ou Direction OFRM
3. a) Subcontract Number / Numéro du contrat de sous-traitance 943752	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant In procurement process TBD	
4. Brief Description of Work / Brève description du travail Supply of one Physisorption Analyzer Instrument to support analytical characterization of high surface porous materials. The Contractor will deliver, install, integrate, and configure all deliverables at the NRC Mississauga location. After commissioning, the Contractor must provide a final Acceptance Certification document to NRC. The Contractor will also provide onsite training. The requirement includes the option to purchase additional deliveries on an as and when requested basis (for cryogenic accessories, sample cells, cell adaptors, and related accessories). DELIVERY LOCATION: Building: NRC Mississauga (NRC-M) - 2620 Speakman Drive - Mississauga, Ontario.		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		
<input checked="" type="checkbox"/> No <input type="checkbox"/> Non <input type="checkbox"/> Yes		
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		
<input checked="" type="checkbox"/> No <input type="checkbox"/> Non <input type="checkbox"/> Yes		
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)		
<input checked="" type="checkbox"/> No <input type="checkbox"/> Non <input type="checkbox"/> Yes		
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		
<input type="checkbox"/> No <input checked="" type="checkbox"/> Non <input type="checkbox"/> Yes		
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		
<input checked="" type="checkbox"/> No <input type="checkbox"/> Non <input type="checkbox"/> Yes		
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable À ne pas diffuser <input type="checkbox"/>	Restricted to: / Limité à : <input type="checkbox"/>	Restricted to: / Limité à : <input type="checkbox"/>
Restricted to: / Limité à : <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays :	Specify country(ies): / Préciser le(s) pays :	Specify country(ies): / Préciser le(s) pays :
7. c) Level of information / Niveau d'information		
PROTECTED A PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>
PROTECTED B PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>
SECRET SECRET <input type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET SECRET <input type="checkbox"/>
TOP SECRET TRÈS SECRET <input type="checkbox"/>		TOP SECRET TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>

Government
of CanadaGouvernement
du Canada

Contract Number / Numéro du contrat

943752

Security Classification / Classification de sécurité
UNCLASSIFIED**PART A (continued) / PARTIE A (suite)**

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

Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?

If Yes, indicate the level of sensitivity:

Dans l'affirmative, indiquer le niveau de sensibilité :

 No Yes
 Non Oui

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

Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?

 No Yes
 Non Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :

Document Number / Numéro du document :

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

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

 RELIABILITY STATUS

COTE DE FIABILITÉ

 CONFIDENTIAL

CONFIDENTIEL

 SECRET

SECRET

 TOP SECRET

TRÈS SECRET

 TOP SECRET- SIGINT

TRÈS SECRET - SIGINT

 NATO CONFIDENTIAL

NATO CONFIDENTIEL

 NATO SECRET

NATO SECRET

 COSMIC TOP SECRET

COSMIC TRÈS 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.

REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

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

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

 No Yes
 Non Oui

If Yes, will unscreened personnel be escorted?

Dans l'affirmative, le personnel en question sera-t-il escorté?

 No Yes
 Non Oui**PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)****INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

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

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

 No Yes
 Non Oui

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

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

 No Yes
 Non Oui**PRODUCTION**

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

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

 No Yes
 Non Oui**INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)**

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

Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?

 No Yes
 Non Oui

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

Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?

 No Yes
 Non Oui

Government
of CanadaGouvernement
du Canada

Contract Number / Numéro du contrat

943752

Security Classification / Classification de sécurité
UNCLASSIFIED**PART C - (continued) / PARTIE C - (suite)**

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

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

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

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

SUMMARY CHART / TABLEAU RÉCAPITULATIF

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

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

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

 No
 Non Yes
 Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
 Dans l'affirmative, 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).

Government
of CanadaGouvernement
du Canada

Contract Number / Numéro du contrat

943752

Security Classification / Classification de sécurité
UNCLASSIFIED**PART D - AUTHORIZATION / PARTIE D - AUTORISATION**

13. Organization Project Authority / Chargé de projet de l'organisme

Name (print) - Nom (en lettres moulées)	Title - Titre	Signature
---	---------------	-----------

Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
---------------------------------	-----------------------------------	-----------------------------------	------

14. Organization Security Authority / Responsable de la sécurité de l'organisme

Name (print) - Nom (en lettres moulées)	Title - Titre	Signature
---	---------------	-----------

Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
---------------------------------	-----------------------------------	-----------------------------------	------

15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached?
Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes? No Non Yes
Oui

16. Procurement Officer / Agent d'approvisionnement

Name (print) - Nom (en lettres moulées)	Title - Titre	Signature
---	---------------	-----------

Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
---------------------------------	-----------------------------------	-----------------------------------	------

17. Contracting Security Authority / Autorité contractante en matière de sécurité

Name (print) - Nom (en lettres moulées)	Title - Titre	Signature
---	---------------	-----------

Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
---------------------------------	-----------------------------------	-----------------------------------	------

As per the Directive on Security Management, throughout the contract or arrangement, the project authority (signed above at section 13) must monitor the supplier, partner and departmental compliance of security requirements identified on this SRCL, and take corrective actions to address issues of non-compliance

Conformément à la directive sur la gestion de la sécurité, tout au long du contrat ou de l'accord, le Chargé de projet (signé ci-dessus à la section 13) doit surveiller la conformité du fournisseur, du partenaire et du ministère aux exigences de sécurité énoncées sur la présente LVERS, et prendre des mesures correctives pour régler les problèmes de non-conformité.

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

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

GENERAL - PROCESSING THIS FORM

The project authority shall arrange to complete this form.

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

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

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

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

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

PART A - CONTRACT INFORMATION

Contract Number (top of the form)

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

1. Originating Government Department or Organization

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

2. Directorate / Branch

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

3. a) Subcontract Number

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

b) Name and Address of Subcontractor

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

4. Brief Description of Work

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

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

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

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

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

6. Indicate the type of access required

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

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

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

b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted.

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

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

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

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

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

Departments must process SRCLs through PWGSC where:

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

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

Canadian government information and/or assets

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

NATO information and/or assets

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

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

Foreign government information and/or assets

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

b) Release restrictions

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

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

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

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

c) Level of information

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

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

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

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

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

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

PART B - PERSONNEL (SUPPLIER)

10. a) Personnel security screening level required

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

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

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

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

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

Will unscreened personnel be escorted?

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

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

PART C - SAFEGUARDS (SUPPLIER)

11. INFORMATION / ASSETS

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

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

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

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

PRODUCTION

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

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

INFORMATION TECHNOLOGY (IT)

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

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

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

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

SUMMARY CHART

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

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

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

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

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

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

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).

PART D - AUTHORIZATION

13. Organization Project Authority

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

14. Organization Security Authority

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

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

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

16. Procurement Officer

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

17. Contracting Security Authority

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

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

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

GÉNÉRALITÉS - TRAITEMENT DU PRÉSENT FORMULAIRE

Le responsable du projet doit faire remplir ce formulaire.

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

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

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

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

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

PARTIE A - INFORMATION CONTRACTUELLE

Numéro du contrat (au haut du formulaire)

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

1. Ministère ou organisme gouvernemental d'origine

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

2. Direction générale ou Direction

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

3. a) Numéro du contrat de sous-traitance

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

b) Nom et adresse du sous-traitant

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

4. Brève description du travail

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

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

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

b) Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?

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

6. Indiquer le type d'accès requis

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

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

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

b) Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.

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

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

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

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

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

Les ministères doivent soumettre la LVERS à TPSGC lorsque:

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

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

Renseignements et/ou biens du gouvernement canadien

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

Renseignements et/ou biens de l'OTAN

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

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

Renseignements et/ou biens de gouvernements étrangers

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

b) Restrictions relatives à la diffusion

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

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

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

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

c) Niveau d'information

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

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

8. Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?

Si la réponse est Oui, les membres du personnel du fournisseur qui doivent avoir accès à des renseignements ou à des biens COMSEC doivent participer à une séance d'information COMSEC. Cette séance sera donnée au « détenteur autorisé » des renseignements ou des biens COMSEC. Dans le cas des contrats du type « personnel affecté », cette séance sera donnée par le ministère client. Lorsque le fournisseur doit recevoir et conserver, dans ses locaux, des renseignements ou des biens COMSEC, le responsable de la garde des renseignements ou des biens COMSEC de l'entreprise donnera la séance d'information COMSEC aux membres du personnel qui doivent avoir accès à des renseignements ou à des biens COMSEC.

9. Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?

Si la réponse est Oui, le fournisseur doit indiquer le titre abrégé du document, le numéro du document et le niveau de sensibilité. L'accès à des renseignements ou à des biens extrêmement délicats INFOSEC exigera que le fournisseur fasse l'objet d'une vérification Participation, contrôle et influence étrangers (PCIE) effectuée par la DSICI.

PARTIE B - PERSONNEL (FOURNISSEUR)

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

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

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

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

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

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

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

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

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

PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

11. RENSEIGNEMENTS / BIENS :

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

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

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

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

PRODUCTION

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

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

TECHNOLOGIE DE L'INFORMATION (TI)

- d) Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?

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

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

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

TABLEAU RÉCAPITULATIF

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

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

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

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

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

sécurité » au haut et au bas du formulaire.

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

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

PARTIE D - AUTORISATION

13. Chargé de projet de l'organisme

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

14. Responsable de la sécurité de l'organisme

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

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

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

16. Agent d'approvisionnement

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

17. Autorité contractante en matière de sécurité

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