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National Research Council Canada Conseil national de recherches Canada

RETURN BIDS TO:	Title – Sujet	
	Supply and Installation of Multiport Chemisorption /Physisorption	
RETOURNER LES	/Micropore Analyzer plus Preparation Degas System	
SOUMISSIONS À :	Solicitation No. – N° de l'invitation	Date
	24-58082	June 24, 2024
NRC.BidReceiving-	Solicitation Closes – L'invitation	Time Zone
ReceptiondesSoumissions.CNRC@nrc-cnrc.gc.ca	prend fin	Fuseau horaire
		EDT
	at – à 02 :00 PM	EDT
	on – le July 22, 2024	
REQUEST FOR PROPOSAL		
DEMANDE DE PROPOSITIONS	F.O.B F.A.B. Plant-Usine: Destination: 0	Other-Autre: 🛛
	Address Inquiries to : - Adresser toute	
Proposal To: National Research Council Canada	······	
	Carol Cooper	
We hereby offer to sell to His Majesty the King in right of Canada, in accordance with the terms and	Email address – l'addresse courriel :	
conditions set out herein, referred to herein or	Carol.cooper@nrc-cnrc.gc.ca	
attached hereto, the goods, services, and construction	Carol.cooper@nic-chic.gc.ca	
listed herein and on any attached sheets at the price(s) set out thereof.	Destination – of Goods, Services, and	Construction:
	Destination – des biens, services et co	
Proposition au : Conseil national de recherches		
Canada	1200 Montreal Road, M12	
	Ottawa, Ontario K1A 0R6	
Nous offrons par la présente de vendre à Sa Majesté le Roi du chef du Canada, aux conditions énoncées	Ollawa, Onlano KTA OKo	
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	
oonmenta oonmentailes	Raison sociale et adresse du fournisse	eur/de l'entrepreneur
	Facsimile No. – N° de télécopieur Telephone No. – N° de téléphone	
		ed to sign on behalf of Vendor/firm
	(type or print)-	
	Nom et titre de la personne autorisée à l'entrepreneur (taper ou écrire en cara	
Issuing Office – Bureau de distribution		
National Research Council Canada		
Conseil national de recherches Canada	Signature	Date



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# PART 1 - GENERAL INFORMATION

# 1.1 Security Requirements

- 1. Before award of a contract, the following conditions must be met:
  - (a) the Bidder must hold a valid organization security clearance as indicated in Part 6 -Resulting Contract Clauses;
  - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 6

     Resulting Contract Clauses;
  - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;

# 1.2 Statement of Requirement

To Supply and Install of Multiport Chemisorption /Physisorption /Micropore Analyzer plus Preparation Degas System 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

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> (https://canadabuys.canada.ca/en/how-procurement-works/policies-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

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

<u>2010A</u> (2022-12-01), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

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

Bids submitted must be valid for not less than sixty (60) calendar days from the closing date of the RFP.

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

- return a signed copy of the bid solicitation, duly completed, IN THE FORMAT REQUESTED;
- (b) direct its bid ONLY to the Bid Receiving address specified under 2.3 Submission of Bids;
- (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 transmission of bids to the specified bid email 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 transmission of bids is 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** While NRC may enter into contract without negotiation, Canada reserves the right to negotiate with bidders on any procurement.

**2.1.4** 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.

**2.1.5** If the extension referred to above is accepted, in writing, by all responsive bidders, Canada will continue with the evaluation of the bids and its approval processes.

**2.1.6** If the extension referred to above is not accepted, in writing, by all responsive bidders, Canada will, at its sole discretion, either continue to evaluate the 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 Condition of Material – Bid

Material supplied must be new and conform to the latest issue of the applicable drawing, specification and/or part number that is in effect on the bid solicitation closing date.

# 2.3 Submission of Bids

Bids must be submitted <u>only electronically</u> to the National Research Council Canada (NRC) Bid Receiving email address, no later than 14:00 <u>EDT</u> (NRC's Server Time), July 22, 2024, 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.

Bids must **not** be sent directly to the Contracting Authority.

All submitted bids become the property of NRC.

Due to the nature of the bid solicitation, hard copy bids (paper or soft copies on media) and bids transmitted by facsimile to NRC will not be accepted.

### 2.4 Late Bids

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

### 2.5 Enquiries - Bid Solicitation

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

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.

# 2.6 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.

#### 2.7 **Bid Challenge and Recourse Mechanisms**

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's Buy and Sell website, under the heading "Bid Challenge and Recourse Mechanisms" contains information on potential complaint bodies such as:
  - Office of the Procurement Ombudsman (OPO)
  - Canadian International Trade Tribunal (CITT) •
- (c) Suppliers should note that there are strict deadlines for filing complaints, and the time periods vary depending on the complaint body in guestion. Suppliers should therefore act guickly when they want to challenge any aspect of the procurement process.

# **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 (Prices must appear in the Financial Bid only. No prices must be indicated in any other section of the 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). 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/doceng.aspx?id=32573), for this solicitation:

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

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

### Section I: Technical Bid

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

### Section II: Financial Bid

- (a) **Pricing:** Bidders must submit their financial bid in accordance with the Basis of Payment including Annex B Basis of Payment. The applicable taxes must be indicated separately.
- (b) **All Costs to be Included**: The financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period. The identification of all necessary equipment, software, peripherals, cabling and components required to meet the requirements of the bid solicitation and the associated costs of these items is the sole responsibility of the Bidder.
- (c) Blank Prices: Bidders are requested to insert "\$0.00" for any item for which it does not intend to charge or for items that are already included in other prices set out in the tables. If the Bidder leaves any price blank, Canada will treat the price as "\$0.00" for evaluation purposes and may request that the Bidder confirm that the price is, in fact, \$0.00. No bidder will be permitted to add or change a price as part of this confirmation. Any bidder who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.

# 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**

The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid nonresponsive.

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

#### 4.1 **Evaluation Procedures**

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

#### 4.1.1 **Mandatory Technical Criteria**

The mandatory technical evaluation criteria which will be evaluated during the Bid Evaluation is outlined in Annex C. In addition, the Contractor will be required to meet all of the mandatory technical requirements of Annex A for the duration of the Contract.

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.

The Supply and Installation of Multiport Chemisorption /Physisorption /Micropore Analyzer plus Preparation Degas System must meet all of the following mandatory technical evaluation criteria. Bidders must demonstrate their compliance with all of the following mandatory evaluation technical criteria by providing substantial information describing completely and in detail how each requirement is met or addressed.

### 4.1.2 Financial Evaluation

The financial evaluation will be conducted by calculating the Total Aggregated Cost of the Fixed Price for the initial requirement and the optional requirement requested in accordance with the pricing tables provided in Annex B – Basis of Payment.

# **Evaluation of Price - Bid**

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, DAP 'Delivered at Place' Ottawa, ON Incoterms® 2020, Canadian customs duties and excise taxes excluded.

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

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



### 4.2 Basis of Selection

### **Mandatory Technical Criteria**

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 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the declaration form available on the <u>Forms for the Integrity Regime</u> website (https://www.canada.ca/en/public-services-procurement/services/standards-oversight/supplier-integrity-compliance/forms.html#s2), to be given further consideration in the procurement process.

### 5.1.1 Integrity Provisions – Required Documentation

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

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

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

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

# 5.1.2 Authorized Distributor

Bidders must be an authorized distributor and provide a letter from the Original Equipment Manufacturer as proof.

# PART 6 - RESULTING CONTRACT CLAUSES

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

# 6.1 Security Requirements

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

### 6.2 Statement of Requirement

The Contractor must provide the items detailed under the "Requirement" at Annex "A".

### 6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the <u>Standard</u> <u>Acquisition Clauses and Conditions Manual</u> (https://canadabuys.canada.ca/en/how-procurementworks/policies-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

### 6.3.1 General Conditions

<u>2010A</u> 2022-12-01 General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

### 6.4 Term of Contract

### 6.4.1 Period of the Contract

The period of the Contract is from date of Contract to March 31, 2025 inclusive.

# 6.4.2 Delivery Date

All the deliverables should be received on or before March 31, 2025.

### 6.4.3 Delivery Points (to be completed at contract award)

Delivery of the requirement will be made to delivery point specified below:

Ottawa, Ontario

# 6.4.4 Shipping Instructions - Delivered at Place

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

Delivery at Place (DAP) Ottawa, Ontario Incoterms® 2020 for shipments from a commercial contractor.

NRC Customs contacts for any Customs and Transportation Logistics enquiries:

- Daniel Frampton: (613) 993-9113 / <u>daniel.frampton@nrc-cnrc.gc.ca</u>

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.

#### 6.4.5 **Prepaid Transportation Costs**

The Contractor must prepay transportation costs. Prepaid transportation costs must be shown as a separate item on the invoice, supported by a certified copy of the prepaid transportation bill of lading.

#### 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.

#### 6.4.7 **Delivery and Unloading**

- 1. Delivery trucks must be equipped with an unloading device which will permit unloading at sites with no hydraulic, stationary or other type of unloading facility.
- 2. When making deliveries, sufficient personnel must be provided to permit unloading of any type of vehicle without the assistance of federal government personnel.
- 3. At some sites, the delivery truck must be unloaded while parked at the curb. When material is placed on the sidewalk, it must be placed in proximity to the designated entrance so as to be readily accessible to transport by mechanical handling equipment utilized by site personnel.

#### 6.5 **Authorities**

#### 6.5.1 **Contracting Authority**

The Contracting Authority for the Contract is:

**Carol Cooper** Telephone: 902 293 8053 E-mail address: carol.cooper@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.

#### **Technical Authority** [to be completed at contract award] 6.5.2

The Technical Authority for the Contract is:

Name: Title:	
Organization:	
Address:	

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l elephone:	 	 
E-mail address:		

The Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority; however, the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

# 6.5.3 Contractor's Representative [to be completed by the Bidder]

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:

### Initial Requirement

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a \_\_\_\_\_\_ (insert "fixed price" OR "fixed unit price(s) OR "fixed lot price(s)", as specified in \_\_\_\_\_\_ insert "contract" OR "in Annex \_\_\_\_ " for a cost of \$ \_\_\_\_\_\_ insert the amount at contract award). Customs duties are excluded and Applicable Taxes are extra.

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

# 6.6.2 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 \$\_\_\_\_\_\_ (*insert the sum*). 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 H1001C, Multiple Payment

Canada will pay the Contractor upon completion and delivery of units 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 <u>C2000C</u> (*insert the date*), Taxes - Foreign-based Contractor SACC Manual clause <u>C2605C</u> (*insert the date*), Canadian Customs Duties and Sales Tax - Foreignbased Contractor

# 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

- 6.8.1 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.
- 6.8.2 Invoices must be distributed as follows:
  - (a) Invoices MUST be sent via e-mail to:

### nrc.invoice-facture.cnrc@nrc-cnrc.gc.ca

(b) To facilitate the payment process, it is important that the Contractor quote the contract number on all the invoices, shipping bills and packing slips. Failure to do so will delay payment and the date used for calculating interest on overdue accounts.

# 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) <u>2010A</u> 2022-12-01 General Conditions Goods (Medium Complexity)
- (c) ANNEX A, Statement of Requirement;
- (d) ANNEX B, Basis of Payment;
- (e) ANNEX C, Evaluation Criteria
- (f) ANNEX D, Security Requirements Check List
- (g) the Contractor's bid dated \_\_\_\_\_\_ (insert date of bid) (If the bid was clarified or amended, insert at the time of contract award: ", as clarified on \_\_\_\_\_ " or ", as amended on \_\_\_\_\_ " and insert date(s) of clarification(s) or amendment(s)).

### 6.12 SACC Manual Clauses

SACC Manual clause <u>A2000C</u> (2006-06-16) Foreign Nationals (Canadian Contractor) SACC Manual clause <u>A2001C</u> (2006-06-16) Foreign Nationals (Foreign Contractor) SACC Manual clause <u>A9068C</u> (2010-01-11) Government Site Regulations SACC Manual clause <u>B1501C</u> (2018-06-21) Electrical equipment SACC Manual clause <u>B7500C</u> (2006-06-16) Excess Goods SACC Manual clause <u>G1005C</u> (2016-01-28) Insurance – No Specific Requirements

# 6.13 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "<u>Dispute Resolution</u>".

# 6.14 Non-Permanent Resident (Foreign Company)

The Contractor shall ensure that non-permanent residents intending to work in Canada on a temporary basis in fulfilment of the Contract, who are neither Canadian citizens nor United States nationals, receive all appropriate documents and instructions relating to Canadian immigration requirements and secure all required employment authorizations prior to their arrival at the Canadian port of entry. The Contractor shall ensure that United States nationals having such intentions receive all appropriate documents and instructions are not the canadian port of entry. Such documents and instructions in that regard prior to their arrival at the Canadian port of entry. Such documents may be

obtained at the appropriate Canadian Embassy/Consulate in the Contractor's country. The Contractor shall be responsible for all costs incurred as a result of non-compliance with immigration requirements.

### OR

# 6.14 Non-Permanent Resident (Canadian Company)

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

# 6.15 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.

# 6.16 Access to Government Facilities/Equipment

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

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



# ANNEX "A" STATEMENT OF REQUIREMENT

# 1. TITLE

Multiport Chemisorption/Physisorption/Micropore Analyzer plus Preparation/ Degas System

# 2. BACKGROUND

The National Research Council of Canada (NRC) is seeking to procure this asset to enable measurements for determining active metal surface area and dispersion through chemical adsorption, as well as specific surface area and pore size distribution through physical adsorption. This acquisition requires a high throughput fully automated analyser to deliver precise and accurate analytical results.

# 3. ACRONYMS

BET	Brunner-Emmett-Teller theory

- NRC National Research Council Canada
- SOR Statement of Requirement
- TA Technical Authority

4. APPLICABLE DOCUMENTS & REFERENCES

None

- 5. REQUIREMENTS/SPECIFICATIONS:
- 5.1 Multiport Chemisorption/Physisorption/Micropore Analyzer

Required quantity: 1

The Contractor must provide the requirement with the following specifications:

Minimum Specifications		
1.	Specifications:	
1.7	The instrument must have minimum three ports for micropore (physisorption) analysis.	
2.	The instrument must be able to be used with the following gases: N2, O2, Ar, CO2, H2, Butane. Optional: Kr	
3.	The instrument must possess high-precession mass flow controller.	
4.	The instrument must have the ability to transition from chemisorption to micropore physisorption.	
5.	The instrument must have the ability to control and maintain cryogen levels on a sample tube.	
6.	The instrument must have High-temperature furnace (at least 1100°C).	
7.	The instrument must be able to operate under vacuum at ultimate vacuum of $3 - 4 \times 10^{-10}$ mmHg (or Torr).	
8.	The instrument must have a software that allows data analysis, processing, and reporting, including Isotherms, Dubinin, BET surface area, Horvath-Kawazoe, Langmuir surface area, NLDFT, t-Plot, BJH Adsorption & Desorption.	
9.	The instrument must inform and monitor critical system components and key maintenance schedules.	
10	. The instrument must include thermal conductivity detector to analyze temperature programmed reactions.	
11	. The instrument must be able to measure a minimum surface area of 0.01 m2/g, and 0.001 m2/g if Krypton is used.	
12	. The instrument must be able to have a manifold outgas rate of <0.1µm/min.	
13	. The instrument must have an extended range transducer with 0.1-, 10-, and 1000-mmHg that produces at least ±0.15% of accuracy.	



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### 5.2 Accessories

The Contractor must provide the following accessories for requirement 5.1:

	otion (with minimum required specifications)	Required quantity
1.	Sample preparation/degas station that utilizes vacuum and heating for evacuation with at least 6 ports that can be managed independently.	1 station with multiple ports
2.	two-stage vacuum pump system 110/120V with connection hose and cables.	1
3.	temperature control device that maintains constant temperature between 0°C – 80°C during analysis.	1
4.	Certified Reference Material Kit for verification of BET specific surface area ISO9277 compliant.	1
5.	Sample tubes for analysis.	min. 9
6.	Flow-through quartz sample tubes for analysis.	min. 2
7.	Device that enables the secure and sealed transfer of samples from the sample preparation/degas station to the analysis port of the instrument without losing vacuum in the tube or contaminating the sample.	Min. 3

# 6. DELIVERABLES

Number	Requirement Reference	Description of the Deliverables	Quantity and Format
6.1	5.1 and 5.2	On-site installation.	<ol> <li>The contractor must ensure that the installed items are correctly adjusted, calibrated, and serviced such that the equipment is ready for operational use upon delivery.</li> </ol>
6.1.1	5.1 and 5.2	1-year hardware maintenance support.	<ol> <li>Coverage Time: 13 hours (7:00- 20:00 Eastern Standard Time)</li> <li>Coverage period: 5 days (Monday to Friday excluding statutory holidays in the Province of Ontario).</li> <li>Response Time: Within 8 hours maximum.</li> <li>Accessibility by telephone, fax, email and via Website</li> </ol>



6.2	5.1 and 5.2	On-site training.		<ul> <li>participants</li> <li>Training must include the following topics:</li> <li>2.1. Item overview and all available functions;</li> <li>2.2. Core instrument capabilities,</li> <li>2.3. Running a standard and/or unknown sample,</li> <li>2.4. Calibration,</li> <li>2.5. Commands and parameters;</li> <li>2.6. Troubleshooting,</li> <li>2.7. Software tutorial,</li> <li>2.8. Safety Considerations.</li> </ul>
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# 7. DATE OF DELIVERY

Deliverable	Delivery date
6.1	On or before 2025-01-31.
6.2	Within 2 months after delivery of deliverable 6.1- should occur before March 31, 2025.

# 8. LANGUAGE OF WORK

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

# 9. DELIVERY LOCATION

National Research Council Canada - NRC Building M12 1200 Montreal Road Ottawa, Ontario K1A 0R6 Canada

# ANNEX "B" BASIS OF PAYMENT

The Bidder must provide all of the pricing requested in the following Tables in accordance with Article 6.6.1 - Basis of Payment.

Goods must be consigned and delivered to the destination specified. Incoterms® 2020 "DAP Delivered At Place" Ottawa, Ontario. Customs duties are excluded and Applicable Taxes are extra. Please indicate the currency

Item	Description	Number of Units	Unit of Issue	Firm Unit Price	Extended Price (Number of Units X Firm Unit Price)
1	BET Surface Area Analyzing System (including required hardware, software, accessories and documentation, in accordance with Annex A)	1	Lot	\$	\$
2	On-site installation, in accordance with Annex A	1	Lot	\$	\$
3	On-site training, in accordance with Annex A	1	Lot	\$	\$
			Evaluate	ed Price())	\$ sum of items 1-3



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# ANNEX "C" Evaluation Criteria

ITEM	CRITERIA	<b>REQUIRED SUBSTANTIATION</b> Bidder <u>must</u> indicate how they meet the performance specification by recording this information in this column	REFERENCE TO SUBSTANTIATION IN THE TECHNICAL BID. In this column, Bidders <u>must</u> cross-reference where this performance specification is indicated in their supporting documents
M1	The instrument must be able to be used with the following gases: N2, O2, Ar, CO2, H2, Butane. Optional: Kr		
M2	The instrument must possess high-precession mass flow controller.		
МЗ	The instrument must have the ability to transition from chemisorption to micropore physisorption and have minimum three ports for micropore (physisorption) analysis		
M4	The instrument must have the ability to control and maintain cryogen levels on a sample tube		
М5	The instrument must have High-temperature furnace (at least 1100°C).		
M6	The instrument must be able to operate under vacuum at ultimate vacuum of $3 - 4 \times 10^{-10}$ mmHg (or Torr).		
M7	The instrument must have a software that allows data analysis, processing, and reporting, including Isotherms, Dubinin, BET surface area, Horvath- Kawazoe, Langmuir surface area, NLDFT, t-Plot, BJH Adsorption & Desorption.		
M8	The instrument must inform and monitor critical system components and key maintenance schedules.		
M9	The instrument must include thermal conductivity detector to analyze temperature programmed reactions.		
M10	The instrument must be able to measure a minimum surface area of 0.01 m2/g, and 0.001 m2/g if Krypton is used.		
M11	The instrument must be able to have a manifold outgas rate of $<0.1 \mu$ m/min.		
M12	The instrument must have an extended range transducer with 0.1-, 10-, and 1000-mmHg that produces at least $\pm 0.15\%$ of accuracy.		



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

PART A - CONTRACT INFORMATION / PARTIE A -	INFORMATION CONTRACTUEL	.LE							
1. Originating Government Department or Organization	on /	2. Branch c	or Directorate / Direction généra	ale ou Direction					
Ministère ou organisme gouvernemental d'origine									
3. a) Subcontract Number / Numéro du contrat de sou	us-traitance 3. b) Name an	d Address of Subcor	tractor / Nom et adresse du so	ous-traitant					
<ol> <li>Brief Description of Work / Brève description du tra</li> </ol>	Ivail								
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?									
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? 6. Indicate the type of access required / Indiquer le ty	ne d'accès requis								
			-						
<ol> <li>a) Will the supplier and its employees require acce Le fournisseur ainsi que les employés auront-ils (Specify the level of access using the chart in Que</li> </ol>	accès à des renseignements ou à uestion 7. c)			No Yes Non Oui					
(Préciser le niveau d'accès en utilisant le tableau	u qui se trouve à la question 7. c)								
6. b) Will the supplier and its employees (e.g. cleaner PROTECTED and/or CLASSIFIED information of		e access to restricted	access areas? No access to	No Yes Non Oui					
Le fournisseur et ses employés (p. ex. nettoyeur	rs, personnel d'entretien) auront-ils	accès à des zones d	d'accès restreintes? L'accès						
à des renseignements ou à des biens PROTÉG	ÉS et/ou CLASSIFIÉS n'est pas a	utorisé.							
<ol> <li>c) Is this a commercial courier or delivery requirem S'agit-il d'un contrat de messagerie ou de livrais</li> </ol>		e de nuit?		No Yes Oui					
7. a) Indicate the type of information that the supplier	will be required to access / Indique	er le type d'informatio	n auquel le fournisseur devra	avoir accès					
Canada	NATO / OTAN		Foreign / Étranger						
7. b) Release restrictions / Restrictions relatives à la c									
No release restrictions	All NATO countries	7	No release restrictions						
Aucune restriction relative	Tous les pays de l'OTAN		Aucune restriction relative à la diffusion						
Not releasable									
À ne pas diffuser									
Restricted to: / Limité à :	Restricted to: / Limité à :		Restricted to: / Limité à :						
Specify country(ies): / Préciser le(s) pays :	Specify country(ies): / Préciser le	e(s) pays :	Specify country(ies): / Précise	er le(s) pays :					
7. c) Level of information / Niveau d'information	0								
PROTECTED A	NATO UNCLASSIFIED		PROTECTED A						
PROTÉGÉ A	NATO NON CLASSIFIÉ		PROTÉGÉ A						
PROTECTED B	NATO RESTRICTED		PROTECTED B						
PROTÉGÉ B	NATO DIFFUSION RESTREINT	E	PROTÉGÉ B						
PROTECTED C	NATO CONFIDENTIAL		PROTECTED C						
PROTÉGÉ C	NATO CONFIDENTIEL		PROTÉGÉ C						
CONFIDENTIAL	NATO SECRET		CONFIDENTIAL						
	NATO SECRET		CONFIDENTIEL						
SECRET	COSMIC TOP SECRET		SECRET						
SECRET	COSMIC TRÈS SECRET		SECRET						
			TOP SECRET						
			TRÈS SECRET						
TOP SECRET (SIGINT)			TOP SECRET (SIGINT)						
TRÈS SECRET (SIGINT)			TRÈS SECRET (SIGINT)						

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PART A (con 8. Will the sup	SSIFIÉS?	No Non	Yes Oui			
If Yes, indic	eur aura-t-il accès à des renseignements ate the level of sensitivity: native, indiquer le niveau de sensibilité :					
9. Will the sup	plier require access to extremely sensiti eur aura-t-il accès à des renseignements				No Non	Yes Oui
	s) of material / Titre(s) abrégé(s) du mat Number / Numéro du document :	ériel :				
PART B - PER	SONNEL (SUPPLIER) / PARTIE B - P nel security screening level required / Niv					
	RELIABILITY STATUS				FT	
	COTE DE FIABILITÉ	CONFIDENTIEL	SECRET	TRÈS SEC		
	TOP SECRET – SIGINT	NATO CONFIDENTIAL	NATO SECRET NATO SECRET		OP SECRET RÈS SECRET	
	SITE ACCESS ACCÈS AUX EMPLACEMENTS					
	Special comments: Commentaires spéciaux :					_
	NOTE: If multiple levels of screening an REMARQUE : Si plusieurs niveaux de			o la cácuritá doit âtro f	ourpi	
	screened personnel be used for portions	of the work?	ž		No	Yes
	onnel sans autorisation sécuritaire peut vill unscreened personnel be escorted?	li se voir confier des parties d	u travali <i>?</i>		Non No	_lOui ]Yes
Dans l'a	ffirmative, le personnel en question sera	a-t-il escorté?			Non	_Oui
	EGUARDS (SUPPLIER) / PARTIE C - ON / ASSETS / RENSEIGNEMENT		I (FOURNISSEUR)			
11. a) Will the premise	supplier be required to receive and stor	e PROTECTED and/or CLAS	SIFIED information or assets or	its site or	No Non	Yes Oui
Le fourr CLASS	nisseur sera-t-il tenu de recevoir et d'ent FIÉS?	reposer sur place des renseig	nements ou des biens PROTÉC	∃ÉS et/ou		
	supplier be required to safeguard COM isseur sera-t-il tenu de protéger des rer		DMSEC?		No Non	Yes Oui
PRODUCTIO	DN					
11 c) \//ill the r	production (manufacture, and/or repair and	l/or modification) of PPOTECT	ED and/or CLASSIEIED matorial	l or oquipmont		−Yes
occur at	the supplier's site or premises? allations du fournisseur serviront-elles à la	,			Non	Oui
	ASSIFIÉ?					
INFORMATIO	ON TECHNOLOGY (IT) MEDIA / SUP	PORT RELATIF À LA TECHN	OLOGIE DE L'INFORMATION (	TI)		
11 d) Will the	supplier be required to use its IT systems	o electronically process, produ	ce or store PROTECTED and/or		No T	∃Yes
ínformat	ion or data? isseur sera-t-il tenu d'utiliser ses propres				Non	_Oui
	nements ou des données PROTÉGÉS et/					
	e be an electronic link between the supplie ra-t-on d'un lien électronique entre le syst			ience	No Non	_Yes _Oui
	ementale?					

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### 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		OTECT			ASSIFIED ASSIFIÉ		ΝΑΤΟ			NATO C			COMSEC	COMSEC		
	А	в	с	CONFIDENTIAL	SECRET	TOP SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COSMIC TOP		TECTE OTÉGI		CONFIDENTIAL	SECRET	TOP SECRET
				CONFIDENTIEL		Très Secret	NATO DIFFUSION RESTREINTE	NATO CONFIDENTIEL		SECRET COSMIC TRÈS SECRET	A	В	С	CONFIDENTIEL		TRES SECRET
Information / Assets																
Renseignements / Biens																
Production																
IT Media /																
Support TI																
IT Link /																
Lien électronique																
<ul> <li>I2. 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?</li> <li>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.</li> <li>I2. 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?</li> </ul>																
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).																





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PART D - AUTHORIZATION / PART	IE D - AUTORISATIO	N				
13. Organization Project Authority / C	hargé de projet de l'ore	ganisme				
Name (print) - Nom (en lettres moulé	Title - Titre		Signature			
Telephone No N° de téléphone	télécopieur E-mail address - Adresse courriel			Date		
14. Organization Security Authority /	Responsable de la séc	urité de l'organ	isme			
Name (print) - Nom (en lettres moulé	Title - Titre		Signature			
Telephone No N° de téléphone	Facsimile No N° de	télécopieur E-mail address - Adresse courriel			Date	
<ol> <li>Are there additional instructions ( Des instructions supplémentaires</li> </ol>				t-elles jointes	s? No Yes Non Oui	
16. Procurement Officer / Agent d'ap	provisionnement					
Name (print) - Nom (en lettres moulé	Title - Titre Signat					
Telephone No N° de téléphone	Facsimile No N° de	télécopieur	E-mail address - Adresse cou	urriel	Date	
17. Contracting Security Authority / A	utorité contractante en	matière de séc	curité			
Name (print) - Nom (en lettres moulé	Title - Titre	tle - Titre Signa				
Telephone No N° de téléphone	télécopieur	E-mail address - Adresse cou	urriel	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 noncompliance\*\*

\*\*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.\*\*

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