

REQUEST FOR PROPOSAL (RFP)

**FOR THE SERVICES OF A
COURT ADMINISTRATION EXPERT
TO PROVIDE
Support to Judicial Reform Project in Ukraine
FOR THE
OFFICE OF THE COMMISSIONER FOR FEDERAL JUDICIAL AFFAIRS (FJA)
CANADA**

File No. FJA-2017-078

CLOSING DATE: October 25, 2017 at 05:00 PM EDT

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT / DOCUMENT CONTIENT
DES EXIGENCES RELATIVES À LA SÉCURITÉ

BIDS TO BE SUBMITTED TO:

DANIEL MORIN

Office of the Commissioner for Federal Judicial Affairs (FJA) Canada
99 Metcalfe Street, 8th Floor
Ottawa ON K1A 1E3
Tel: 613-947-6339

Daniel.Morin@fja-cmf.gc.ca

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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Services and Procurement Canada (PSPC).
2. The Contractor/Offeror personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PSPC.
3. The Contractor/Offeror MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PSPC.
5. The Contractor/Offeror must comply with the provisions of the:
 - (a) Security Requirements Check List and security guide (if applicable), attached at Annex D;
 - (b) Industrial Security Manual (Latest Edition).

1.2 Requirement

The Office of the Commissioner for Federal Judicial Affairs (FJA) Canada requires the services of a Court Administration Expert to provide Canadian technical assistance to the Support to Judicial Reform Project. This is a project to substantially contribute to the advancement of democracy and the rule of law in Ukraine through a 5-year engagement focused on strengthening the Ukrainian judiciary and courts, and on restoring trust in the administration of justice in Ukraine

The Statement of Work is detailed in 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 [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Services and Procurement Canada.

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.

The [2010](#) (2016-04-04) Standard Instructions –Professional Services, are incorporated by reference into and form part of the bid solicitation.

2.2 Submission of Bids

Bids must be submitted only to the contracting authority by the date, time and place indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile will not be accepted.

2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 3 calendar days before the bid closing date. Enquiries received after that time may not be answered.

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.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Electronic Bids

Canada requests that Bidders provide their bid in electronic format (e-mail). The Technical Offer, Financial Offer and Certifications must be in **SEPARATE PDF FILES**. Prices must appear in the financial offer only. No prices must be indicated in any other section of the bid. Bids may be sent to the following e-mail address: Daniel.Morin@fja-cmf.gc.ca

The maximum size per email (including attachments) is limited to 20MB. If the limit is exceeded, your email might not be received by the FJA. It is suggested that you compress the email size or send multiple emails to ensure delivery. Bidders are responsible for sending their proposal to allow enough time for the FJA to receive the proposal by the closing period indicated in this RFP.

For bids transmitted by e-mail, FJA will not be responsible for any failure attributable to the transmission or receipt of the email bid. FJA will send a confirmation email to the Bidder when the submission is received.

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.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

Section II: Financial Bid

Bidders **MUST** submit their financial offer in accordance with the "Annex B, Basis of Payment". The total amount of Applicable Taxes must be shown separately.

Bidders must submit their financial bid in Canadian funds.

Bidders **MUST** submit their prices FOB destination, as applicable, Canadian customs duties and excise taxes included, as applicable, and GST or HST excluded. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) **MUST** be shown separately, as applicable. The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

Bidders should include the following information in their financial bid:

Their legal name;

Their Procurement Business Number (PBN); and

The name of the contact person (including this person's mailing address, phone and facsimile numbers and email address) authorized by the Bidder to enter into communications with Canada with regards to:

- Their Offer; and
- Any contract that may result from their bid.

Section III: Certifications

Bidders must submit the certifications required under Part 5 and under Annex C.

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 the technical and financial evaluation criteria.

(b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

At bid closing, the Bidder **MUST** comply with the following Mandatory Requirements and provide the necessary documentation to support compliance. Any proposal failing to meet the following Mandatory Requirements will be deemed non-responsive and will be given no further consideration. Each requirement should be addressed separately.

B. Required Criteria

MANDATORY CRITERIA	MET? (Y/N)	HOW REQUIREMENT IS MET
M1 – Bidder must demonstrate that proposed resource has a proven knowledge of court administration and management in Canada and abroad (at least 10 years practicing, researching, or publishing on the subject or a combination thereof);		
M2 – Bidder must demonstrate that proposed resource has a proven track record in developing training materials and conduct training on court administration and management as well as institutional governance of justice administration in Canada and abroad (at least 3 years)		
M3 – Bidder must demonstrate that proposed resource has a proven track record in designing and/or implementing governance models for justice and/or court administration in Canada (at least 5 years).		
M4 – Bidder’s proposed resource must possess extensive experience (no less than 3 years) in collaborating with foreign judicial system institutions		
M5 – Bidder’s proposed resource must be fluent in both written and spoken English		

4.1.1.2 Point Rated Technical Criteria

Each Technical Proposal which meets all the Mandatory Requirements specified above, will be evaluated and scored in accordance with the following point-rated evaluation criteria:

Point-Rated Criteria			
Evaluation Criteria		Max Awarded Points	Comments
R1 - Bidders should submit proposed resource`s CV along with an accompanying cover letter (maximum 500 words) explaining how they meet the required expertise.		20	
R2 - Knowledge of and experience working/liaising with justice system institutions in Canada and abroad (3 points for each country on which the contractor worked).		15	
R3 - Extensive knowledge of and experience in designing, developing and delivering training on court administration and management services programs in Canada and abroad (1 point for each year worked);		30	
R4 - Extensive knowledge of and experience in designing, developing and delivering training on justice administration governance in Canada and abroad (3 points for each year of involvement);		15	
R5 - Designing and/or implementing governance models in court administration (5 points for each such project domestically or abroad).		20	
	TOTAL POINTS	100	

4.2 Basis of Selection – Highest Combined Rating of Technical Merit and Price

4.2.1 To be declared responsive, a bid must:

- a. comply with all the requirements of the bid solicitation; and,
- b. meet all mandatory technical evaluation criteria.

4.2.2 Bids not meeting (a) or (b) will be declared non-responsive.

4.2.3 To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60%.

4.2.4 To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40%.

4.2.5 For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.

4.2.6 Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equal 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection – Highest Combined Rating Technical Merit (70%) and Price (30%)

		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	$115/135 \times 70\% = 59.6$	$89/135 \times 70\% = 46.1$	$92/135 \times 70\% = 47.7$
	Pricing Score	$45/55 \times 30 = 24.50$	$45/50 \times 30 = 27.00$	$45/45 \times 30 = 30.00$
Combined Rating		105	84.1	73.1
Overall Rating		1 st	3 rd	2 nd

PART 5 - CERTIFICATIONS

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

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its obligations under the Contract, 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 may 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.

Code of Conduct and Certifications - Related documentation

By submitting a bid, the Bidder certifies that the Bidder and its affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions 2003. The related documentation therein required will assist Canada in confirming that the certifications are true

5.1.2 Federal Contractors Program for Employment Equity - Bid Certification

See annex C

5.1.3 Additional Certifications Precedent to Contract Award

5.1.3.1 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

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 Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Services and Procurement Canada (PSPC).

6.1.2. The Contractor/Offeror personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PSPC.

6.1.3. The Contractor/Offeror MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.

6.1.4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PSPC.

6.1.5. The Contractor/Offeror must comply with the provisions of the:

- (a) Security Requirements Check List and security guide (if applicable), attached at Annex D;
- (b) Industrial Security Manual (Latest Edition).

6.2 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Services and Procurement Canada.

6.2.1 General Conditions

2010B 2016-04-04 General Conditions - Professional Services apply to and form part of the Contract.

6.3 Term of Contract

6.3.1 Period of the Contract

The Work is to be performed from the date of Contract Award to March 31, 2020.

6.3.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional 1 year option periods under the same conditions. The option periods, if exercised, will be from April 1, 2020 to March 31, 2021 and from April 1, 2021 to March 31, 2022.

The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 10 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

6.4 Authorities

6.4.1 Contracting Authority

The Contracting Authority for the Contract is:
Errolyn Humphreys Director, Finance & Administration
Office of the Commissioner for Federal Judicial Affairs Canada
99 Metcalfe Street, 8th Floor Ottawa ON K1A 1E3
Telephone:(613) 992-8185 Facsimile(613) 995-5615
E-mail: Errolyn.Humphreys@fja-cmf.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.

6.4.2 Project Authority

The Project Authority for the Contract is:

Oleg Shakov

Director, International Programs

Office of the Commissioner for Federal Judicial Affairs Canada

99 Metcalfe Street, 8th Floor Ottawa ON K1A 1E3

Telephone:(613) 992-2990

E-mail: oleg.shakov@fja-cmf.gc.ca

The Project 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 Project Authority, however the Project 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.

6.4.3 Contractor's Representative (to be inserted at contract award)

Contact Name:

Telephone: Facsimile

E-mail address:

6.5 Payment

6.5.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a **firm per diem rate**, as specified in Annex B for a cost of \$ _____ (amount to be inserted at contract award). Customs duties are included 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

6.5.2 Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice 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 performed has been accepted by Canada.

6.5.3 Limitation of Price

1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____ (amount to be inserted at contract award). Customs duties are included and Applicable Taxes are extra).

2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

when it is 75 percent committed, or

four (4) months before the contract expiry date, or

as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work;
whichever comes first.

If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

6.5.4 Authorized Travel and Living Expenses

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the National Joint Council Travel Directive and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

All travel must have the prior authorization of the Project Authority.

All payments are subject to government audit.

Estimated Cost: \$ _TBD .

6.5.5 Closure of Federal Offices

No Responsibility to Pay for Work not performed due to Closure of Government Offices

(a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.

(b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

6.6 Invoicing Instructions

- 6.6.1 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.
- 6.6.2 Invoices must be distributed as follows:
The original and one (1) copy must be forwarded to the following address for certification and payment. Invoices issued to the attention of:

Hélène Genet

Office of the Commissioner for Federal Judicial Affairs (FJA) Canada
99 Metcalfe Street, 8th Floor Ottawa, ON K1A 1E3
Tel: 613-992-2926
E-mail: Helene.Genet@fja-cmf.gc.ca

6.7 Certifications Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

6.8 Applicable Laws

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

6.9 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 general conditions 2010B (2016-04-04) General Conditions Professional Services;
- (c) Annex A, Statement of Work
- (d) Annex B, Basis of Payment;
- (e) Annex C, Certifications;
- (f) Annex D, Security Requirements Check List; and,
- (g) the Contractor's bid dated _____ (insert date of bid)

6.10 Replacement of Specific Individuals

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.

2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:

- (a) the name, qualifications and experience of the proposed replacement; and
- (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.

3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract

6.11 Limitation of Liability – Information management/Information Technology

a. Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whether the claim is based in contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract pre-establishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this Article, even if it has been made aware of the potential for those damages.

b. First Party Liability:

- i. The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to:
 - A. any infringement of intellectual property rights to the extent the Contractor breaches the section entitled "Intellectual Property Infringement and Royalties";
 - B. physical injury, including death.
- ii. The Contractor is liable for all direct damages affecting real or tangible personal property owned, possessed, or occupied by Canada.
- iii. Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.
- iv. The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (i.A) above.
- v. The Contractor is also liable for any other direct damages to Canada caused by the Contractor in any way relating to the Contract, including:

A. any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and

B. any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated either in whole or in part for default, up to an aggregate maximum for this subparagraph (B) of the greater of [.75] times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost" used to order services under this instrument).

- vi. In any case, the total liability of the Contractor under paragraph (v) will not exceed the total estimated cost (as defined above) for the Contract.
- vii. If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent backup kept by Canada. Canada is responsible for maintaining an adequate backup of its records and data.

c. Third Party Claims:

- i. Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.
- ii. If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite paragraph (i), with respect to special, indirect, and consequential damages of third parties covered by this Section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.
- iii. The Parties are only liable to one another for damages to third parties to the extent described in this paragraph c.

6.12 Intellectual Property Infringement and Royalties

1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.
2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to [Department of Justice Act](#), R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the

claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.

3. The Contractor has no obligation regarding claims that were only made because:

- (a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or
- (b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or
- (c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or
- (d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.

4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:

- (a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or
- (b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or
- (c) take back the Work and refund any part of the Contract Price that Canada has already paid.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.

6.13 Insurance Requirements

The Bidder is responsible for deciding if insurance coverage is necessary to fulfill its obligation under any resulting Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Bidder is at its own expense and for its own benefit and protection. It does not release the Bidder from or reduce its liability under any resulting Contract

ANNEX A - STATEMENT OF WORK

COURT ADMINISTRATION EXPERT Support to Judicial Reform Project (SJR) in Ukraine

1. BACKGROUND

The Office of the Commissioner for Federal Judicial Affairs (FJA) Canada was created in 1978 under an Act of the Parliament of Canada to safeguard the independence of the judiciary and put federally appointed judges at arm's length from the Department of Justice. Our mandate extends to promoting better administration of justice and providing support for the federal judiciary.

The Judges Act provides for the designation of an officer called the Commissioner for Federal Judicial Affairs Canada. One of the roles and responsibilities of the Commissioner is to act on behalf of the Minister of Justice in matters related to the administration of Part I of the Judges Act, which deals with the terms of appointment, age limit and salaries applicable to federally appointed judges. FJA coordinates initiatives related to the Canadian judiciary's role in international cooperation. The Commissioner is responsible for ensuring that judicial participation in international activities does not compromise judicial independence and impartiality.

Since its inception and with the professional contributions of members of the judicial community, judicial experts and Canadian institutional partners, the International Programs Section (IP) has implemented numerous international judicial cooperation activities and coordinated the participation of Canadian experts.

FJA is conducting a series of international technical missions to Ukraine within the framework of the Support to Judicial Reform Project (SJR), administered by FJA and the National Judicial Institute (NJI) and funded through Global Affairs Canada (GAC). FJA has been selected to implement several components of the SJR Project.

2. SCOPE

The objective of the Support to Judicial Reform Project is to substantially contribute to the advancement of democracy and the rule of law in Ukraine through a 5-year engagement focused on strengthening the Ukrainian judiciary and courts, and on restoring trust in the administration of justice in Ukraine. Within the context of this overarching objective, SJR's expected results are: (1) increased and consistent application of the law by the Ukrainian court system; (2) enhanced transparency, objectivity, and integrity of judicial selection and disciplinary procedures in Ukraine; and (3) increased effectiveness and client-responsiveness of court administration in Ukraine.

These results will be achieved through the provision of Canadian technical assistance including professional development and training for judges and court staff/court system officials, as well as institutional capacity building in improving court practices and procedures (case and caseload management procedures; communications of the courts with public, media and civil society; and improved court-client services).

SJR will work closely with judicial self-governance institutions (equivalent to the Canadian Superior Court Judges Association and the Canadian Judicial Council), courts and the government departments, which have direct impact on the work of the judiciary and the courts of Ukraine. The project intends to expose Ukrainian partners to Canadian and international best practices and assist in operationalizing these best practices in Ukraine.

3. **ANTICIPATED LEVEL OF EFFORT**

2-3 missions (to Ukraine) per annum:

- no more than 10 day-mission (including travel) + 3 days of preparation and 10 days for feedback and follow-up per mission

1 incoming missions (to Canada) per annum:

- no more than 7 days participation in a mission; + 3 days preparation + 5 days feedback and follow-up per mission

20-30 days of analytical report writing assignments/annum

4. **TASKS**

The Contractor will provide the following services:

- Within the framework of the project, the contractor will:
 - a) provide substantive guidance and input into the organization and implementation of project activities related to courts and court administration services in Ukraine;
 - b) provide guidance on the practical application of any strategic framework document to the court management services in Ukraine based on the operational functioning of similar models in Canada;
 - c) design programs, develop training materials and conduct training on court administration and management services as well as institutional governance of justice administration, as required;
 - d) provide analysis, both written and oral, on the results of the missions to Ukraine;
 - e) advise and assist in putting together information packages/useful reference materials for partners for outgoing and incoming missions;
 - f) advise on the design of technical exchange programs to Canada by Ukrainian partners;
 - g) participate in incoming exchange programs to Canada by Ukrainian partners as required;and,
 - h) other related tasks, as required.

5. **LANGUAGE OF WORK**

The language of work and correspondence will be English. The Contractor must be fluent in both written and spoken English.

6. **REPORTING REQUIREMENTS**

The contractor will provide status reports as requested by the Project Authority.

7. **ACCEPTANCE OF DELIVERABLES**

All deliverables and services rendered under the contract are subject to inspection by the Project Authority. The Project Authority shall have the right to reject any deliverables that are not considered satisfactory, or require further correction before payment will be authorized.

8. CONTRACTOR'S OBLIGATIONS

The following are the obligations of the contractor:

- The work is to be done off-site. Onsite meetings at the FJA offices may be required during the contract period.

9. FJA'S OBLIGATIONS

FJA will provide:

- Access to all relevant policies, guidelines, and standards in which this work requires;
- Access to all relevant system, technical, and environmental documentation specific to the work required;
- Access to previous documentations, guides, etc. as they relate to the scope of this work; and
- Access to personnel for interviews that are relevant to the scope of this work.

ANNEX B - BASIS OF PAYMENT

FOR THE PURPOSES OF THE FINANCIAL EVALUATION, THE AVERAGE ANNUAL COST WILL BE USED TO DETERMINE THE EVALUATED PRICE OF THE BID.

The Bidder should complete this pricing schedule and include it in its financial bid. As a minimum, the Bidder **MUST** respond to this pricing schedule by inserting in its financial bid for the period specified below its quoted firm all-inclusive rate (in \$CDN) for the Proposed Resource(s) identified.

	Contract Year One	Contract Year Two	Contract Year Three	Option Year One	Option Year Two
Per diem rate (7.5 hours)	\$____.____	\$____.____	\$____.____	\$____.____	\$____.____
Level of Effort	60 days	60 days	60 days	60 days	60 days
Yearly cost	\$	\$	\$	\$	\$

Travel and Living Expenses - National Joint Council Travel Directive

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the National Joint Council Travel Directive and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

All travel must have the prior authorization of the Project Authority.

All payments are subject to government audit.

Estimated Cost: \$ _TBD .

ANNEX C - CERTIFICATIONS

1.1 FORMER PUBLIC SERVANTS CERTIFICATION

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

Definitions

For the purposes of this clause,

"former public servant" means a former member of a department as defined in the *Financial Administration Act, R.S. , 1985, c. F-11*, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police and includes:

an individual;

an individual who has incorporated;

a partnership made up of former public servants; or

a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"Lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the Public Service.

"Pension" means a pension payable pursuant to the *Public Service Superannuation Act, R.S., 1985, c. P-36* as indexed pursuant to the *Supplementary Retirement Benefits Act, R.S., 1985, c. S-24*.

Former Public Servant in Receipt of a Pension

Is the Bidder a FPS in receipt of a pension as defined above? **YES () NO ()**

If so, the Bidder must provide the following information:

name of former public servant,; and

date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **YES () NO ()**

If so, the Bidder must provide the following information:

name of former public servant;

conditions of the lump sum payment incentive;

date of termination of employment;

amount of lump sum payment;

rate of pay on which lump sum payment is based;

period of lump sum payment including start date, end date and number of weeks; and

number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.

For all contracts awarded during the lump sum payment period, the total amount of fee that may be paid to a FPS who received a lump sum payment is \$5,000, including Goods and Services Tax or Harmonized Sales Tax.

Certification

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

Signature of Authorized Representative

Date


1.2 PROPOSED RESOURCE – SECURITY



At the time of Contract Award, the Proposed Resource **MUST** hold a valid security clearance at the level of **RELIABILITY STATUS** granted or approved by CISD/PSPC. The following information **MUST** be provided with the bid:

- Full name of individual: _____
- Name of company: _____
- PSPC file number (if known): _____
- Date of birth: _____

FJA will contact the potentially successful candidate to facilitate the process should it be needed.

ANNEX D - SECURITY REQUIREMENTS CHECK LIST

 Government of Canada Gouvernement du Canada	Contract Number / Numéro du contrat Common PS SRCL#6	
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 du organisme gouvernemental d'origine Public Works and Government Services Canada	2. Branch or Directorate / Direction générale ou Direction Acquisitions Branch	
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail Professional Services - Standing Offers and Supply Arrangements		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées? <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui		
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques? <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui		
5. 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 type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui		
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé. <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui		
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 / Non <input type="checkbox"/> Yes / Oui		
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions / Aucune restriction relative à la diffusion: <input checked="" type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN: <input type="checkbox"/>	No release restrictions / Aucune restriction relative à la diffusion: <input type="checkbox"/>
Not releasable / À ne pas diffuser: <input type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies) / Préciser le(s) pays:	Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies) / Préciser le(s) pays:	Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies) / Préciser le(s) pays:
7. c) Level of Information / Niveau d'information		
PROTECTED A / PROTÉGÉ A: <input checked="" type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ: <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A: <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B: <input checked="" 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: <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET: <input type="checkbox"/>	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 Canada Gouvernement du Canada	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">Contract Number / Numéro du contrat</td> </tr> <tr> <td style="text-align: center;">Companion PS SRCL#S</td> </tr> <tr> <td style="text-align: center;">Security Classification / Classification de sécurité UNCLASSIFIED</td> </tr> </table>	Contract Number / Numéro du contrat	Companion PS SRCL#S	Security Classification / Classification de sécurité UNCLASSIFIED
Contract Number / Numéro du contrat					
Companion PS SRCL#S					
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?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui			
If Yes, indicate the level of sensitivity: Dans l'affirmative, indiquer le niveau de sensibilité :					
9. Will the supplier require access to extremely sensitive INFOSEC information or assets? Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui			
Short Title(s) of material / Titre(s) abrégé(s) du matériel : Document Number / Numéro du document :					
PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)					
10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis					
<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> SECRET SECRET			
<input type="checkbox"/> TOP SECRET - SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET			
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMBLEMES		<input type="checkbox"/> TOP SECRET TRÈS SECRET			
		<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET			
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?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui			
If Yes, will unscreened personnel be escorted? Dans l'affirmative, le personnel en question sera-t-il escorté?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui			
PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)					
INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS					
11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises? Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui			
11. b) Will the supplier be required to safeguard COMSEC information or assets? Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui			
PRODUCTION					
11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises? Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui			
INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)					
11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data? Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui			
11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency? Existe-t-il un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui			
TBS/SCT 360-103(2004/12)	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">Security Classification / Classification de sécurité UNCLASSIFIED</td> </tr> </table>	Security Classification / Classification de sécurité UNCLASSIFIED			
Security Classification / Classification de sécurité UNCLASSIFIED					



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat
Common PB SRCL#
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

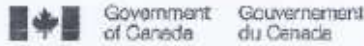
Category / Catégorie	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ			NATO				COMSEC				
	A	B	D	Confidential / CONFIDENTIEL	Secret	TOP SECRET / TRÈS SECRET	NATO Restricted / NATO DIFFUSION RESTRICTÉE	NATO Confidential / NATO CONFIDENTIEL	NATO Secret	COMSEC TOP SECRET / COMSEC TRÈS SECRET	PROTECTED / PROTÉGÉ			SECRET	TOP SECRET / TRÈS SECRET
											A	B	C		
Information / Assets / renseignements / biens															
PROCESSES															
IT Media / Support IT															
IT User / Users électroniques															

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

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

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

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



Contract Number / Numéro du contrat Continon PS SRCL#5
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
Centralized Professional Services System, CPSS		Professional Services - Methods of Supply	<i>Robin Lerman</i>
Telephone No. - N° de téléphone 500-000-0000	Facsimile No. - N° de télécopieur 800-000-0000	E-mail address - Adresse courriel SSPC.CPSS@tpsgc-pwpsc.gc.ca	Date 2012/03/13
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Charron, Annick		SO	<i>Annick Charron</i>
Telephone No. - N° de téléphone 919-958-0615	Facsimile No. - N° de télécopieur 816-934-1449	E-mail address - Adresse courriel annick.charron@tpsgc-pwpsc.gc.ca	Date <i>March 20, 2012</i>
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes? <input type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui			
16. Procurement Officer / Agenti 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
			<i>Jacques Saumur</i>
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date <i>27-MARCH-2012</i>

Jacques Saumur
 Contract Security Officer, Contract Security Division
 Jacques.Saumur@tpsgc-pwpsc.gc.ca
 Tel/Tél - 613-948-1732 / Fax/Télé - 613-954-4171