



CANADA'S REPRESENTATIVE

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Request for Proposals (RFP)

Performance of the Mandate contained in the draft contract

TITLE Legal Services for Paris	
SOLICITATION NUMBER 23-238190-PARIS-PL	DATE 2023-07-06
<p>PROPOSAL DELIVERY</p> <p>In order for the Proposal to be valid and accepted, it must be received no later than 14:00 Eastern Daylight Time on August 10, 2023 (as per Ottawa, Ontario) referred to as the "Closing Date".</p> <p>Only electronic copies will be accepted and received at the following e-mail address:</p> <p>internationalproposals@international.gc.ca</p> <p>Solicitation # : 23-238190-PARIS-PL</p>	
<p>Offer to: Foreign Affairs, Trade and Development Canada</p> <p>We hereby offer to sell to His Majesty the King in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services and construction listed herein and on any attached sheets at the price(s) set out therefor.</p> <p>Name and title of person authorized to sign on behalf of the supplier:</p> <p>_____</p>	
_____ Signature	_____ Date



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PART 1 - GENERAL INFORMATION

1.1 Introduction

The bid solicitation is divided into five parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

Attachment 1 to Part 3 includes the Certifications, Attachment 2 to Part 3 includes the Financial Bid Form (separate attachment titled "Price Schedule").

The Annexes include the Mandate (Annex A), the Basis of Payment (Annex B), the Security Requirements Checklist (Annex C) and the Task Authorization Form (Annex D).

1.2 Summary

1.2.1 The purpose of this Request for Proposal (RFP) is to select a supplier to enter into a Task Authorization based Contract with the Department of Foreign Affairs, Trade and Development (DFATD) to provide Legal Advisory Services for the Embassy in Paris as described in the Mandate (Annex A).

1.2.2 The Mandate is to be performed from the contract award date tentatively set for (September 1, 2023) for a period of 3 years. However, in the event of unusual circumstances, the contract could be awarded at a sooner or later date. There is also the potential of 2 additional one-year irrevocable option periods under the same terms and conditions.

1.2.3 The requirement may be subject to the provisions of the:

- a) Canadian Free Trade Agreement (CFTA)
- b) Canada - Chile Free Trade Agreement
- c) Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP)
- d) Canada - Columbia Free Trade Agreement
- e) Canada - European Union Comprehensive Economic and Trade Agreement (CETA)
- f) Canada - Honduras Free Trade Agreement
- g) Canada - Korea Free Trade Agreement
- h) Canada - Panama Free Trade Agreement
- i) Canada - Peru Free Trade Agreement
- j) Canada - UK Trade Continuity Agreement (Canada-UK TCA)
- k) Canada - Ukraine Free Trade Agreement
- l) World Trade Organization - Agreement on Government Procurement (WTO-AGP)



1.3 Contract Document

The Draft Contract and Mandate which the selected Bidder will be expected to execute are included with this Request for Proposal (RFP) at Part 5, and Annex A, respectively.

1.4 Interpretation

In this document, unless the context otherwise requires:

"Applicable Tax" means any tax applicable in the jurisdiction where the Mandate is to be performed.

"Bid" or "Proposal" is an offer to provide services or supply goods as a result of a solicitation.

"Bidder" means the person or entity (or, in the case of a joint venture, the persons or entities) submitting a Proposal to perform a contract for goods, services or both. It does not include the parent, subsidiaries or other affiliates of the Bidder, or its subcontractors.

"Canada", "Crown", "His Majesty", the "Minister" or the "Government" means His Majesty the King in right of Canada as represented by the Minister of Foreign Affairs and any other person duly authorized to act on behalf of that minister;

"Work" means all the activities, services, goods, matters and things required to be done, delivered or performed by the Law Firm under the Contract.



PART 2 - BIDDER INSTRUCTIONS

2.1 Language of bids

Bid documents and supporting information must be submitted in either English or French.

2.2 Reference Clauses

2.2.1 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.

2.2.2 This procurement document contains references to specific standard instructions, general conditions and clauses found in the SACC Manual which will apply to this particular requirement. Reference clauses are those clauses and conditions that Bidders and suppliers must refer to in the government Standard Acquisition Clauses and Conditions (SACC) Manual: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual> to obtain the full text. Clause references will include the clause ID number, its effective date and its title (e.g. ID B1204C (2011-05-16)).

In cases where the reference clause(s) has been modified or deleted to suit this procurement, such change(s) have been identified in this document.

NOTE: It is strongly recommended that Bidders visit the above site to better understand these clauses and conditions.

2.3 Standard Instructions

2.3.1 The [2003](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/26) (2023-06-08) Standard Instructions - *Goods or Services - Competitive Requirements* (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/26), are incorporated by reference into and form part of the bid solicitation.

2.3.2 Except in the case of "PWGSC's Integrity Database", where referred to, the words "Public Works and Government Services Canada" or "PWGSC" are to be substituted to read "**Foreign Affairs, Trade and Development Canada**" or "**DFATD**"; all references to facsimile number of "819-997-9776" are deleted; all references to "**Canada Post Corporation's (CPC) Connect service**" are deleted; and the words "Contracting Authority" are to be substituted to read "**Canada's Representative**".

2.3.3 Subsection 02 (2020-05-28) Procurement Business Number

This subsection is deleted in its entirety

2.3.4 Subsection 05 (2018-05-22) Submission if Bids, paragraph 4 is amended as follows:

Delete: sixty (60)

Insert: one hundred and twenty (120)

2.3.5 Subsection 06 (2022-03-29) Late Bids

This subsection is deleted in its entirety and is hereby replaced by the following:

Bids received after the stipulated bid closing date and time will be:

- returned to the Bidder in the case where hard copies were requested; or
- deleted / destroyed where soft copies were requested, unless they qualify under the provisions of the Delayed Bids clause stipulated in paragraph 2.3.5



2.3.6 Subsection 07 (2022-03-29) Delayed bids

This subsection is deleted in its entirety and is hereby replaced by the following:

A bid received after the closing date and time, but before the contract award date may be considered, provided the delay can be proven by the Bidder to have been due solely to a delay in delivery that can be attributed to incorrect handling by Canada, after the bid has been received at the location stipulated on page one (1).

2.3.7 Subsection 08 (2022-03-29) Transmission by Facsimile or by Canada Post Corporation's (CPC) Connect service

This subsection is deleted in its entirety and does not form part of the RFP. Canada does not accept receipt of bid by means of a facsimile or by Canada Post Corporation's (CPC) Connect service.

2.4 Submission of Bids

2.4.1 Bids must be received by DFATD at the electronic address identified and by the date and time on page 1 of the Request for Proposal (RFP). Bids must NOT be sent directly to Canada's representative. Canada will not be responsible for bids delivered to a different address. Bids sent directly to Canada's Representative may not be considered.

The e-mail address indicated on page one (1) of the RFP is for the purpose of bid submission and enquiries concerning that RFP. No other communications are to be forwarded to this address.

2.4.2 Attachments should be in a Portable Document Format (.pdf) software application or Microsoft Office version 2003 or greater.

Bidders should follow the specifications format instructions described below, during the preparation of their bid:

- minimum type face of 10 points;
- all material should be formatted to print on 8.5" x 11" or A4 paper;
- for clarity and comparative evaluation, the Bidder should respond using the same subject headings and numbering structure as in this RFP document.

More than one e-mail can be sent if necessary (if the same file is sent twice, the latest file received will be used for evaluation purposes and the previous one(s) will not be opened).

Canada will take no responsibility if a bid is not received on time because the e-mail was refused by a server for the following reasons:

- **the size of attachments exceeds 10 MB;**
- the e-mail was rejected or put in quarantine because it contains executable code (including macros);
- the e-mail was rejected or put in quarantine because it contains files that are not accepted by our server, such as, but not limited to, .rar, encrypted .zip, encrypted .pdf, .exe., etc.

Links to an online storage service (such as Google Drive™, Dropbox™, etc.) or to another website, a File Transfer Protocol (FTP) service access, or any other mean of transferring files, **will not** be accepted. All documents submitted must be attached to the e-mail.



It is strongly recommended that Bidders confirm with Canada's Representative that their complete bid was received. For this same reason, it is recommended that in cases where more than one (1) e-mail containing documents comprising the quote is submitted, the emails be numbered and the total number of emails sent in response to the RFP also be identified.

- 2.4.3** Canada requires that each bid, at closing date and time or upon request from Canada's Representative, be signed by the Bidder or by an authorized representative of the Bidder. If any required signature(s) are not submitted as requested, Canada's Representative may inform the Bidder of a time frame within which to provide the signature(s). Failure to comply with the request of Canada's Representative and to provide the signature(s) within the time frame provided may render the bid non-responsive. If a bid is submitted by a joint venture, it must be in accordance with section 17 Joint Venture, of [2003](#) (2023-06-08) *Standard Instructions - Goods or Services - Competitive Requirements*.
- 2.4.4** It is the Bidder's responsibility to:
- (a) obtain clarification of the requirements contained in the RFP, if necessary, before submitting a bid;
 - (b) prepare its bid in accordance with the instructions contained in the RFP;
 - (c) submit by closing date and time a complete bid;
 - (d) send its bid only to the address specified on page 1 of the RFP;
 - (e) ensure that the Bidder's name, and the RFP number are clearly visible on the attachment(s) containing the bid; and,
 - (f) provide a comprehensible and sufficiently detailed bid, including all requested pricing details, that will permit a complete evaluation in accordance with the criteria set out in the RFP.
- 2.4.5** Proposals received on or before the stipulated RFP closing date and time will become the property of Canada. All proposals will be treated as confidential, subject to the provisions of the Access to Information Act (R.S. 1985, c. A-1) and the Privacy Act (R.S., 1985, c. P-21), and other applicable law.
- 2.4.6** Unless specified otherwise in the RFP, Canada will evaluate only the documentation provided with a Bidder's proposal. Canada will not evaluate information such as references to Web site addresses where additional information can be found, or technical manuals or brochures not submitted with the proposal.
- 2.4.7** A bid cannot be assigned or transferred in whole or in part.
- 2.5 Communications, Enquiries, Communications, Suggested Improvements**
- 2.5.1** All enquiries and suggested improvements must be submitted in writing only to the internationalproposals@international.gc.ca, identified on page 1 of the solicitation, no later than 5 days before the bid closing date. Enquiries and suggestions received after that time may not be answered.
- 2.5.2** Bidders should reference as accurately as possible the numbered item of the RFP 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 questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.



2.5.3 Should any Bidder consider that the specifications or Mandate contained in this RFP and Draft Contract can be improved technically or technologically, the Bidder is invited to make suggestions in writing. The Bidder must clearly outline the suggested improvements as well as the reason for the suggestion. Suggestions which do not restrict the level of competition nor favour a particular Bidder will be given consideration. Canada reserves the right to accept or reject any or all suggestions.

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 Paris, France.

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 Entire Requirement

The RFP documents contain all the requirements relating to the RFP. Any other information or documentation provided to or obtained by a Bidder from any source are not relevant. Bidders should not assume that practices used under previous contracts will continue, unless they are described in the RFP. Bidders should also not assume that their existing capabilities meet the requirements of the RFP simply because they have met previous requirements.

2.8 Debriefings

Bidders may request a debriefing on the results of the RFP process, within 15 working days upon notification of the process results. The debriefing may be in writing, by telephone or in person.

2.9 Challenges

The Canadian International Trade Tribunal (CITT) was established by the Government of Canada to provide a challenge mechanism for suppliers to raise complaints regarding the solicitation or evaluation of bids, or in the awarding of contracts on a designated procurement, in accordance with applicable Trade Agreements. You may raise concerns regarding the solicitation, evaluation or the resulting award, with the DFATD representative in a first attempt to address the concern or if not satisfied, with the CITT by contacting them toll free by telephone at 855-307-2488, or by visiting their website at <http://www.citt.gc.ca/>.

2.10 No Promotion of Bidders Interest

Bidders will not make any public comment, respond to questions in a public forum or carry out any activities to publicly promote or advertise their interest in this project.

2.11 Legal Capacity

The Bidder must have the legal capacity to contract. If the Bidder is a sole proprietorship, a partnership or a corporate body, the Bidder must provide, if requested by Canada's Representative, a statement and any requested supporting documentation indicating the laws under which it is registered or incorporated together with the registered or corporate name and place of business. This also applies to Bidders submitting a proposal as a joint venture.



2.12 Incapacity to Contract with Government

By submitting a proposal, the Bidder certifies that neither the Bidder nor any of the Bidder's affiliates has ever been convicted of an offence under any of the following provisions. Canada may reject a proposal where the Bidder, including the Bidder's officers, agents and employees, has been convicted of an offence under the following provisions of the Criminal Code:

- A. paragraph 80(1)(d) (*False entry, certificate or return*), subsection 80(2) (*Fraud against His Majesty*) or section 154.01 (*Fraud against His Majesty*) of the [Financial Administration Act](#); or
- B. section 121 (*Frauds on the government and Contractor subscribing to election fund*), section 124 (*Selling or Purchasing Office*), section 380 (*Fraud*) for fraud committed against His Majesty or section 418 (*Selling defective stores to His Majesty*) of the [Criminal Code](#); or
- C. section 462.31 (*Laundering proceeds of crime*) or sections 467.11 to 467.13 (*Participation in activities of criminal organization*) of the [Criminal Code](#); or
- D. section 45 (*Conspiracies, agreements or arrangements between competitors*), 46 (*Foreign directives*) 47 (*Bid rigging*), 49 (*Agreements or arrangements of federal financial institutions*), 52 (*False or misleading representation*), 53 (*Deceptive notice of winning a prize*) under the [Competition Act](#); or
- E. section 239 (*False or deceptive statements*) of the [Income Tax Act](#); or
- F. section 327 (*False or deceptive statements*) of the [Excise Tax Act](#); or
- G. section 3 (*Bribing a foreign public official*) of the [Corruption of Foreign Public Officials Act](#); or
- H. section 5 (*Trafficking in substance*), section 6 (*Importing and exporting*), or section 7 (*Production of substance*) of the [Controlled Drugs and Substance Act](#); or
- I. any provision under any law other than Canadian law having a similar effect to the above-listed provisions.



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that Bidders provide their bid in separate PDF files or Microsoft office version 2003 as follows:

Section I: Technical Bid
Section II: Financial Bid
Section III: Certifications

Please note: Bids may be modified or resubmitted only **before** the solicitation closing date, and must be done in writing. The latest Bid received will supersede any previously received Bids.

Section I: to be labeled "Technical Bid"

3.2 Technical Bid Instructions

This section should not exceed 60 pages. Material exceeding the 60-page maximum may not be considered. Copies of required Certificates and Licences, and Title pages are not included in the 60-page limit.

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying 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: to be labeled "Financial Bid"

3.3 Financial Bid Instructions

Bidders must submit their financial bid in accordance with Section II and Annex "B" – Basis of Payment. The Financial Proposal should be submitted as per the Excel document entitled "**23-238190-PARIS-PL- Pricing Schedule**" attached with the RFP. Please be aware the Excel document will auto populate.

- 3.3.1** Prices must appear in Section II **only and must not be indicated in any other section** of the Proposal. Failure to comply may result in the Proposal being declared non-compliant and rejected from further consideration.
- 3.3.2** Failure to provide specific pricing for an item may render the Bid non-responsive. Taxes are not to be included.
- 3.3.3** Financial Proposals will only be opened after the evaluation of the Technical Proposal is completed and only if the Bid is considered responsive as per 4.2 Basis of Selection.
- 3.3.4** The Financial Proposal submitted by the Bidder must include firm rates/prices for the Mandate;



3.3.5 The estimated hours provided in the Pricing Schedule are not a guarantee under the contract. Canada's actual usage may be higher or lower. Canada will be invoiced according to actual usage.

3.3.6 The estimated hours are provided for evaluation purposes only.

3.4 Firm Hourly Rates

3.4.1 Bidders must quote Hourly Rates in Euro's (EUR) on the Excel document entitled "**23-238190 PARIS-PL- Pricing Schedule**" attached with the RFP. The Hourly Rates must include, but not necessarily be limited to, all costs resulting from the performance of the Mandate as described in this RFP, and all costs resulting from the performance of any additional Mandate described in the Bidder's Proposal (unless clearly described as an option). The Administrative Support hourly rate is intended to capture all additional costs required to support the Senior and Supporting Lawyers. These costs can include, but are not limited to junior lawyers, paralegals, and administrative assistants.

3.5 Disbursement or other direct expenses

Canada will reimburse the Law Firm for the direct expenses reasonably and properly incurred by the Law Firm in the performance of the Work. These expenses will be paid at actual cost without mark-up, upon submission of an itemized statement supported by receipt vouchers.

Section III: to be labeled "Certifications"

3.6 Certifications

Bidders must submit the certifications required under ATTACHMENT 1 TO PART 3 – CERTIFICATIONS.

3.7 Insurance Requirements

The Bidder is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the 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 the Contract.



ATTACHMENT 1 TO PART 3 – CERTIFICATIONS

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. Canada will declare a bid non-compliant, or will declare a Law Firm 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.

Canada's Representative 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 Canada's Representative will render the bid non-compliant or constitute a default under the Contract.

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

Bidders must submit the following duly completed certifications as part of their bid:

Certification Number	Certification Text	Initial
C1.1	<p>INTEGRITY PROVISIONS - DECLARATION OF CONVICTED OFFENCES</p> <p>In accordance with the Integrity Provisions of the Standard Instructions, all Bidders must provide with their bid, if applicable, the Integrity declaration form available on the Forms for the Integrity Regime website (http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html), to be given further consideration in the procurement process.</p>	_____
C1.2	<p>INTEGRITY PROVISIONS - REQUIRED DOCUMENTATION</p> <p>In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the Ineligibility and Suspension Policy (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.</p>	_____
C2	<p>FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY</p> <p>The Bidder certifies that (check only one of the following):</p> <p>A. The Bidder has no work force in Canada.</p> <p>B. The Bidder is a public sector employer.</p> <p>C. The Bidder is a federally regulated employer in Canada and subject to the Employment Equity Act.</p> <p>D. The Bidder has a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.</p> <p>E. The Bidder has a workforce in Canada of 100 or more employees and already has a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC-Labour.</p> <p>F. The Bidder has a combined workforce in Canada of 100 or more employees and has submitted the Agreement to Implement</p>	<p>A. <input type="checkbox"/></p> <p>B. <input type="checkbox"/></p> <p>C. <input type="checkbox"/></p> <p>D. <input type="checkbox"/></p> <p>E. <input type="checkbox"/></p> <p>F. <input type="checkbox"/></p>



	<p>Employment Equity (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.</p> <p>For further information on the Federal Contractors Program for Employment Equity visit Employment and Social Development Canada (ESDC) – Labour's website.</p>	<p>_____</p>
<p>C3</p>	<p>JOINT VENTURES Check only one of the following: A. The Bidder is not a Joint Venture. B. The Bidder is a Joint venture and each member of the Joint Venture must provide Canada's Representative with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)</p> <p>By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the Employment and Social Development Canada (ESDC) website (https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#).</p> <p>Canada will have the right to declare a bid non-complaint if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.</p> <p>Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list during the period of the Contract.</p>	<p>A. <input type="checkbox"/></p> <p>B. <input type="checkbox"/></p> <p>_____</p>
<p>C4</p>	<p>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 equal or higher qualifications and experience. The Bidder must advise Canada's Representative 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.</p> <p>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</p>	<p>_____</p>



	performed and to submit his/her résumé to Canada. The Bidder must, upon request from Canada's Representative, 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-compliant.	
C5	<p>EDUCATION AND EXPERIENCE</p> <p>The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.</p>	_____
C6	<p>FORMER PUBLIC SERVANT</p> <p>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.</p> <p>For the purposes of this clause, "former public servant" is any 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. A former public servant may be:</p> <ol style="list-style-type: none"> an individual; an individual who has incorporated; a partnership made of former public servants; or a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity. <p>"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 size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.</p> <p>"pension" means a pension or annual allowance paid under the Public Service Superannuation Act (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the Supplementary Retirement Benefits Act, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the Canadian Forces Superannuation Act, R.S., 1985, c. C-17, the Defence Services Pension Continuation Act, 1970, c. D-3, the Royal Canadian Mounted Police Pension Continuation Act, 1970, c. R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c. R-11, the Members of Parliament Retiring Allowances Act, R.S. 1985, c. M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c. C-8.</p> <p>If the answer to any of the FPS questions is "yes", the successful Bidder must comply with the process, fill out and sign the required forms. If applicable, Bidders agree that the successful Bidder's</p>	<p>As per the definition provided, is the Bidder a FPS? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>As per the definition provided, is the Bidder a FPS in receipt of a pension? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>As per the definition provided, is the Bidder a FPS who received a lump sum payment? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>_____</p>



	status, with respect to being a FPS 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 .	
C7	<p>USE OF SUBCONTRACTOR(S) The Bidder must inform Canada if it chooses to use a subcontractor(s) to complete the Work or a portion of the Work. Canada reserves the right to approve or reject of the use of subcontractors as per the Resulting Contract Clauses part of this RFP.</p>	<p>Does the Bidder intent to use one or more subcontractors? Yes <input type="checkbox"/> No <input type="checkbox"/></p>
C8	<p>BUSINESS OWNERSHIP STRUCTURE The Bidder must provide the ownership structure of the company. This must include:</p> <ol style="list-style-type: none"> 1. The legal name and address of the Bidder 2. An organizational chart of the Bidder 3. The information requested below <p>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. Bidders bidding as sole proprietorship, as well as those bidding as a Joint Venture, must provide the name of the owner(s). Bidders bidding as societies, firms or partnerships do not need to provide lists of names of those making up the societies, shareholders or partners.</p>	
C9	<p>VALID LICENSE The Bidder certifies that it will maintain a valid (not expired) license throughout the duration of the Contract. The licence must be valid to practice law in the jurisdiction of France.</p>	

CERTIFICATION STATEMENT

By completing, signing and submitting this attachment, the Bidder certifies that the information submitted by the Bidder in response to Attachment 1 to Part 3 is accurate and complete.

Name of Authorized Individual

Signature of Authorized Individual

Date



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.
- (c) If the Bid is deemed to be non-responsive / non-compliant at any time during the evaluation, the Bid will be set aside and given no further consideration.

4.1.1 Technical Evaluation

The mandatory and point-rated technical evaluation criteria are included below.

4.1.2 Mandatory Technical Criteria

- 4.1.2.1 The Bid must meet the mandatory technical criteria specified below.
- 4.1.2.2 The Bidder must provide necessary documentation to support compliance with this requirement at Bid closing.
- 4.1.2.3 Bids which fail to meet the mandatory technical criteria will be declared 'non-responsive'.
- 4.1.2.4 Each mandatory technical criterion should be addressed separately.

Mandatory technical criteria

The submission must meet the mandatory technical criteria described below. The bidder must provide the necessary documentation to demonstrate that they are in a position to meet the stated need.

Offers which do not meet mandatory technical criteria shall be rejected as inadmissible. Each mandatory technical criterion should be covered separately.

MANDATORY REQUIREMENTS	SUCCESS/FAILURE	PAGE REFERENCE
1) The bidder must be a law firm having a physical office in the Paris area (i.e. Paris and the immediately adjoining area (inner and outer suburbs))		
2) The bidder must confirm that they have at least ten (10) years' experience in providing legal services in the area of human resources law.		
3) The bidder's client list must include Government ministries/agencies from France or foreign governments/organisations. The bidder must have provided services to the abovementioned clients at last four (4) times in the last five (5) years.		



Assessed technical criteria

Bids which meet all of the mandatory technical criteria shall be evaluated and assessed as described in the tables below.

Bids which do not succeed in obtaining the indicated minimum number of points required shall be rejected as inadmissible. Each assessed technical criterion should be covered separately.

Section B: Assessed requirements

Evaluation table	
Percentage of total possible points	Basis for allocation of percentage
0 %	The reply is insufficient. The bidder receives 0 % of the possible points for this aspect.
50 %	The reply contains some information, but much is also missing. Certain aspects are not fully described. The bidder receives 50 % of the possible points for this aspect.
70 %	The reply includes most of the information required for it to be complete, and thus meets the set minimum, and does not contain serious weak points. The bidder receives 70 % of the possible points for this aspect.
85 %	The reply contains a significant amount of the information required for it to be complete, and contains value-added elements. The bidder receives 85 % of the possible points for this aspect.
100 %	The reply includes significant details which demonstrate complete and in-depth understanding of the need. The bidder receives 100 % of the possible points for this aspect.
This evaluation table applies to assessed technical criteria 2 and 3.	



Table 1			
#	Assessment of technical criteria	Minimum number of points required	Maximum number of points
TC1	Information on the Company	n/a	10
TC2	Client Services	n/a	30
TC3	Quality of Bidder's proposal in the round	n/a	20
TC4	Legal Experience – Employment Law Component	n/a	40

Table 2	
Maximum number of points possible	100

ASSESSED REQUIREMENTS	POINTS ALLOCATION	MARK
<p>1) INFORMATION ON THE COMPANY</p> <p>a) The bidder must provide the following information:</p> <ul style="list-style-type: none"> i) number of lawyers in the firm and office location(s) ii) practice areas and jurisdictions where admitted for practice; and iii) list of relevant clients, in particular (national or foreign) governmental agencies. Indicate the length of relationship with the client and the kinds of services provided. <p>(Maximum of 10 points)</p>	<p>Bidders will be evaluated on the basis of their relevant experience with governmental clients (preferably foreign governments) and the relevance of services offered to these clients.</p> <p>Very similar clients and directly relevant service = 10 points</p> <p>Similar clients and relevant service = 8 points</p> <p>Similar clients or service = 5 points</p> <p>No information provided = 0 points</p>	
<p>2) CLIENT SERVICES</p> <p>Explain why your firm is perfectly suited to provide legal services to the government of Canada.</p>	<p>The bidder's reply must demonstrate that the government of Canada will receive appropriate, competent and high-quality service from the bidder.</p>	



<p>Comment on the following points:</p> <ul style="list-style-type: none"> • How the government of Canada's account would be managed by your firm in order to guarantee the provision of timely, personal, efficient and high-quality service; • Name the key representative for the embassy's account; • Response time for emergencies: queries, information requests; <p>(Maximum of 30 points)</p>	<p>Bidders in a position to name the firm's key resource persons (lawyer and administrative staff) will be awarded up to 5 points</p>	
<p>3) QUALITY OF BIDDER'S PROPOSAL IN THE ROUND</p> <p>The bidder's proposal must provide evidence of a thorough understanding of the needs of Canada's missions and a clear capacity to provide services which will meet these needs.</p> <p>(Maximum of 20 points)</p>	<p>The bidder must provide evidence of full understanding of the needs set out in the Mandate. Points will be allocated to the bidder based on the clarity, overall perspective, presentation and substantiated content of their bid.</p>	
<p>4) LEGAL EXPERIENCE</p> <p>Describe in detail your experience in employment law for which you are submitting a bid. Your reply must include information on:</p> <ul style="list-style-type: none"> • years of experience • wealth of experience • types of matter • range of clients <p>(Maximum of 40 points)</p>	<p>Bidders shall be evaluated based upon relevant legal experience</p> <p>15+ years' experience and a range of areas of law for clients similar to Canada's missions (35-40 points)</p> <p>10 to < 15 years' experience and a range of areas of law for clients similar to Canada's missions (25-34 points)</p> <p>5 to < 10 years' experience and a range of areas of law for clients similar to Canada's missions (20-24 points)</p> <p>5 years' experience and a range of areas of law for clients similar to Canada's missions (<20 points)</p>	

TECHNICAL MARK (TOTAL OUT OF 100)	
--	--



4.2 Basis of Selection

Highest Combined Rating Technical Merit (60%) and Price (40%)

4.2.1 To be declared responsive, a Bid must:

- a) comply with all the requirements of the Bid solicitation;
- b) meet all mandatory technical evaluation criteria; and
- c) obtain the required **minimum of 50 points overall** for the point-rated technical criteria;

4.2.2. Bids not meeting (a) or (b) or (c) will be declared non-responsive / non-compliant. Neither the responsive Bid that receives the highest number of points nor the one that proposed the lowest price will necessarily be accepted.

4.2.3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60% for the technical merit and 40% for the price.

4.2.4. The overall technical score for each responsive Bid will be determined as follows: Total number of technical points obtained for the point-rated technical criteria. The technical score will be determined by dividing the overall technical score by 100 and multiplying by a ratio of 60%.

4.2.5. The Bid evaluated price (for evaluation purposes only) for each responsive Bid will be determined as follows: Total Year 1 Price + Total Year 2 Price + Total Year 3 Price + Option Year 1 + Option Year 2 as submitted by the Bidder in the Pricing Schedule.

4.2.6. The pricing score for each responsive Bid will be determined as follows: Lowest Bid evaluated price / Bid evaluated price multiplied by the ratio of 40%.

4.2.7. For each responsive Bid, the technical score and the pricing score will be added to determine its combined rating.

4.2.8. The responsive Bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

4.2.9. The table below illustrates an example where all three Bids are responsive and the selection of the Law Firm is determined by a 60/40 ratio of technical merit and price, respectively. The total available point's equal 100 and the lowest evaluated price is €45,000.

THE FOLLOWING TABLE IS FOR ILLUSTRATIVE PURPOSES ONLY

		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		70/100	75/100	45/100
Bid Evaluated Price		€55,000	€50,000	€45,000
Calculations	Technical Score	$70/100 \times 60 = 42$	$75/100 \times 60 = 45$	$60/100 \times 60 = 36$
	Pricing Score	$(45/55) \times 40 = 32.73$	$(45/50) \times 40 = 36$	$45/45 \times 40 = 40$
Combined Rating		74.73	81	76
Overall Rating		3 rd	1 st	2 nd

In the above scenario, Bidder 1 would be declared the successful Bidder.



PART 5 - RESULTING CONTRACT CLAUSES

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

5.1 Interpretation

5.1.1 Definitions

In the Contract, unless the context otherwise requires:

- a) "Articles of Agreement" means the clauses forming the body of the Contract, without other documents such as the annexes and the Law Firm's proposal;
- b) "Basis of Payment" means the calculation methodology set out in Annex "B" for the Price;
- c) "Canada" means His Majesty the King in right of Canada as represented by the Minister of Foreign Affairs and any other person duly authorized to act on behalf of that minister;
- d) "Canada's Representative" means the individual designated by that title in section 6.2. ("Canada's Representative") of these Articles of Agreement, or by notice to the Law Firm pursuant to section 6.4. ("Substitutes");
- e) "Contract" means the Articles of Agreement, annexes and any other document specified or referred to as forming part of the Contract, all as amended by written agreement of the Parties from time to time;
- f) "days" means consecutive calendar days, including weekends and public holidays;
- g) "Instructing Counsel" means the individual designated by that title in section 6.3. ("Instructing Counsel") of these Articles of Agreement, or by notice to the Law Firm pursuant to section 6.4. ("Substitutes");
- h) "Law Firm" means the person, corporation, partnership or other entity named in the Contract to perform the Mandate;
- i) "Law Firm's Representative" means the person whom the Law Firm designates by that title under the Contract pursuant to section 6.6. ("Law Firm's Representative");
- j) "Mandate" means everything required to be done, delivered or performed by the Law Firm under the Contract as outlined in Annex "A";
- k) "Party" means Canada or the Law Firm, and "Parties" means both of them;
- l) "Price" means the amount stated in the Contract, or determinable under it pursuant to the Basis of Payment, to be payable by Canada to the Law Firm for performing the Mandate, exclusive of Tax;
- m) "Project Authority" means the individual identified in section 6.3. ("Project Authority") of the Contract, or by notice to the Law Firm pursuant to section 6.4. ("Substitutes"); and
- n) "Tax" means any tax applicable in the jurisdiction of the Mandate.



5.1.2 **Entire Agreement**

The Contract constitutes the entire and only agreement between the Parties and supersedes all previous negotiations, communications and other agreements, whether written or oral, unless they are incorporated by reference in the Contract.

5.1.3 **Applicable Laws**

The Contract must be construed and interpreted, and is governed by, the laws in force in Paris, France.

5.1.4 **Powers of Canada / State Immunity**

All rights, remedies, powers and discretions granted or acquired by Canada under the Contract or by law are cumulative, not exclusive. Notwithstanding anything in this Contract, Canada does not waive any right or immunity that it has or may have by virtue of international or domestic law.

5.1.5 **Survival**

All the Parties' obligations of confidentiality and representations set out in the Contract as well as the provisions, which by the nature of the rights or obligations might reasonably be expected to survive, will survive the expiry or termination of the Contract.

5.2 **Performance of the Mandate**

5.2.1 **Description**

The Law Firm must perform the work outlined in the Mandate at Annex "A" in accordance with the Contract.

5.2.2 **Period of the Contract**

Unless the Mandate has been fully performed, in which case the Contract will end, subject to section 1.5. ("Survival"), or unless the Contract is terminated before or extended beyond the end date, the Contract becomes effective at contract award date and terminates on (to be determined at contract award) in Paris, France.

5.2.3 **Option to Extend the Contract**

The Law Firm grants to Canada the irrevocable option to extend the term of the Contract by up to 2 additional 1-year period(s) under the same conditions. The Law Firm 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 Law Firm before the expiry date of the contract. The option may only be exercised by the Canada's Representative, and will be evidenced for administrative purposes only, through a contract amendment.

5.2.4 **Task Authorization**

The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

5.2.5 **Task Authorization Process**

1. The Project Authority will provide the Law Firm with a description of the task using the "Task Authorization Form" specified in Annex D.

2. The TA will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis (bases) and methods of payment as specified in the Contract.



3. The Law Firm must provide the Project Authority within 5 calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.

4. The Law Firm must not commence work until a TA signed by the Project Authority has been received by the Law Firm. The Law Firm acknowledges that any work performed before a TA has been received will be done at the Law Firm's own risk.

5.2.6 **Minimum Work Guarantee – All the Work – Task Authorizations**

1. In this clause,

"Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and

"Minimum Contract Value" means €10,000.00 EUR.

2. Canada's obligation under the Contract is to request work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Law Firm at the end of the Contract in accordance with paragraph 3. In consideration of such obligation, the Law Firm agrees to stand in readiness throughout the Contract period to perform Mandate work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Canada's Representative.

3. In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Law Firm the difference between the Minimum Contract Value and the total Price of the work requested.

4. Canada will have no obligation to the Law Firm under this clause if Canada terminates the Contract in whole or in part for default.

5.2.7 **Task Authorization Limit**

The Project Authority may authorize individual task authorizations up to a limit of €50,000.00 EUR, Applicable Taxes included, inclusive of any revisions.

Any task authorization to be issued in excess of that limit must be authorized by the Canada's Representative before issuance.

5.2.8 **Periodic Usage Reports – Contracts with Task Authorizations**

The Law Firm must compile and maintain records on its provision of services to the federal government under authorized task authorizations issued under the Contract.

The Law Firm must provide this data in accordance with the reporting requirements detailed below. If some data is not available, the reason must be indicated. If services are not provided during a given period, the Law Firm must still provide a "nil" report.

The data must be submitted on a bi-annual basis to the Canada's Representative.
The bi-annual periods are defined as follows:

Period 1: April 1 to September 30;

Period 2: October 1 to March 31;

The data must be submitted to the Canada's Representative no later than 20 calendar days after the end of the reporting period.



5.2.9 **Independent Law Firm**

Nothing in the Contract is intended to create a partnership or a joint venture between Canada and the Law Firm or other parties. Any agency or mandate between Canada, as principal or mandatory, and the Law Firm, as agent or mandatory, is restricted by the scope of the Mandate. On all other matters, including diplomatic or consular issues, the Law Firm must not represent itself as an agent or representative of Canada to anyone. No employee, agent, mandatory or partner of the Law Firm is engaged as an employee of Canada. The Law Firm is responsible for all deductions and remittances required by law in relation to its employees.

5.2.10 **Conduct**

The Law Firm must:

- a) perform the Mandate diligently and efficiently;
- b) perform the Mandate with the utmost loyalty to Canada, honesty and integrity, in full compliance with the legal and ethical obligations of lawyers in Paris, France;
- c) provide adequate disclosure of conflicts of interest and of any appearance of conflict of interest, so as to enable Canada to make an informed decision about whether to have the Law Firm act for Canada;
- d) take all steps necessary to avoid a conflict of interest or the appearance of a conflict of interest;
- e) supply everything necessary to perform the work outlined in the Mandate;
- f) select and employ a sufficient number of qualified persons to effectively and efficiently perform the Mandate;
- g) perform the Mandate in accordance with standards of quality acceptable to Canada and in conformity with the instructions provided and all the requirements of the Contract;
- h) provide effective and efficient supervision of its employees or subcontractors (if authorized) to ensure that the quality of the work performed under the Mandate meets the requirements of the Contract;
- i) when the Law Firm provides the services at a fixed hourly rate, delegate part or whole of legal work to the most economical qualified authorized counsel or paralegal in the Law Firm, if the Law Firm determines that such delegation would still ensure an excellent quality of legal services and advice, completely fulfil the ethical obligations of the law profession, yet would reduce the amount of billable fees payable by Canada; and
- j) when employing a paralegal on the file, ensure that the paralegal's work is reviewed by an authorized counsel.

5.2.11 **Professional Liability Insurance**

The Law Firm must ensure that its professional liability insurance practice coverage is in place and sufficient to fully cover the Law Firm's potential professional liability in performing the Mandate.

5.2.12 **Assigned Individuals**

If specific individuals are identified in Annex "A" to perform the Mandate,

- a) the Law Firm must provide the services of those individuals unless the Law Firm is unable to do so for reasons beyond its control;



- b) the Law Firm must obtain Canada's written approval, through Canada's Representative or the Instructing Counsel, before replacing, removing or adding an individual to the approved legal team, and, more specifically, before any services are rendered by such individual; and
- c) the Law Firm must not, in any event, allow performance of the Mandate, even if only in part, by unauthorized replacement individuals.

5.2.13 **Competence**

The Law Firm must not have the Mandate performed by any person who is unlicensed in the relevant jurisdiction or who, in the opinion of Canada, is incompetent or unsuitable for the Mandate or has conducted himself or herself improperly.

5.2.14 **Replacements**

Canada may order, either through Canada's Representative or through Instructing Counsel, that any individual performing the Mandate on the Law Firm's behalf stop performing the Mandate. In this case, the Law Firm must immediately comply with the order and secure a replacement of the individual in accordance with section 2.12. ("Assigned Individuals"). The fact that Canada does not order that an individual stop taking part in performing the Mandate does not relieve the Law Firm from its responsibility to meet the requirements of the Contract.

5.3 **Payment Terms**

5.3.1 **Basis of Payment**

Canada will pay the Law Firm for work described in the authorized Task Authorization (TA) in accordance to the Basis of Payment included as Annex "B".

5.3.2 **Limitation of Expenditure**

Canada's total liability to the Law Firm under the Contract must not exceed €375,000.00 EUR; Taxes are extra.

5.3.3 **Increase in Fees Owed**

No increase in the total liability of Canada, as set out in section 5.3.2. ("Limitation of Expenditure"), will be authorized or paid to the Law Firm unless such increase has been approved in writing by Canada's Representative. Before obtaining the written approval of Canada's Representative, the Law Firm must not perform any work that would result in Canada's total liability being exceeded. The Law Firm must notify Canada's Representative in writing as to the adequacy of this sum:

- a) when it is 75 percent committed, or
- b) two (2) months before the end of the Period of the Contract, or
- c) as soon as the Law Firm considers that its projected amount of total legal fees and disbursements for the completion of the Mandate will exceed the "Limitation of Expenditure" set out in section 5.3.2.,

whichever comes first.

5.3.4 **Estimate**

If the notification required by section 3.3. is for inadequate contract funds, the Law Firm must provide to the Project Authority a written estimate for the additional funds required.

5.3.5 **Payment**

Canada will make payments in accordance with Annex "B" and the payment provisions of the Contract, as the Mandate work is performed and the disbursements or other direct expenses are incurred, 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 section 3.7. ("Invoices");
- b) all such documents have been verified by Canada; and
- c) Canada determined that everything required to be performed by the Law Firm until the time of the invoice under the Contract was satisfactory.

5.3.6 **Audit**

Any amount paid or claimed under the Contract is subject to Canada's audit both before and after payment is made. The Law Firm must keep proper accounts and records of the cost of performing the work outlined in the Mandate, and must preserve those accounts and records for at least one (1) year after the last payment is made under the Contract.

5.3.7 **Invoices**

The Law Firm must ensure that each invoice it provides to Canada:

- a) is submitted in the Law Firm's name;
- b) is submitted each month;
- c) only applies to the Contract;
- d) shows the date, the name and address of the Project Authority, the description of the Mandate and the Contract number;
- e) details the claimed fees and disbursements, if applicable, in accordance with the Basis of Payment, exclusive of Tax;
- f) sets out Tax as a separate item along with corresponding registration numbers from the tax authorities;
- g) identifies all items that are zero-rated, exempt from Tax or to which it does not apply; and
- h) is complete and accurate, as it will be deemed to contain the following statement:

"I hereby certify that the services indicated above were rendered by partners or employees of this firm and that this account truly shows the nature of the services, the time occupied, the fees claimed, disbursements made and all money received by our firm in this matter"

5.3.8 **Payment Period**

Canada's standard payment period is thirty (30) days. The payment period is measured from the date an invoice in acceptable form and content is received in accordance with the Contract, or from the date the portion of the Mandate performance that is covered by the invoice is rectified so as to be performed in acceptable fashion as required in the Contract, whichever is later. A payment is considered overdue on the 31st day after that date, and interest will be calculated in accordance with section 5.3.12 ("Interest Payable")

5.3.9 **Discrepancies**

If the contents of the invoice and its substantiating documentation are not in accordance with the Contract or the work undertaken in the Mandate are not in acceptable condition, Canada will notify the Law Firm within fifteen (15) days of receiving the invoice.



The 30-day payment period begins upon receipt of the revised invoice or upon performance of the replacement or corrected work undertaken in the Mandate.

5.3.10 Termination Payments

If a termination notice is given pursuant to section 5.4.1. ("Termination for Convenience"), the Law Firm will be entitled, in accordance with the Basis of Payment (Annex "B"), to be paid only the amounts that have been reasonably and properly incurred to perform the Contract to the extent that the Law Firm has not already been paid or reimbursed by Canada. Under no circumstance will Canada be liable in damages to the Law Firm for early termination of this Contract.

5.3.11 Interest on Overdue Accounts - Definitions

For the purpose of this section and section 5.3.12. ("Interest Payable"):

- a) "Average Rate" means the simple arithmetic mean of the Bank Rates in effect at 4:00 p.m. Eastern Time each day during the calendar month immediately before the calendar month in which payment is made;
- b) "Bank Rate" means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which the Bank of Canada makes short term advances to members of the Canadian Payments Association;
- c) "date of payment" means either:
 - (i) the date of the negotiable instrument drawn by Canada, however designated, to pay any amount under the Contract; or
 - (ii) the date on which Canada, however designated, transmits a payment electronically into the Law Firm's banking account; and
- d) an amount becomes "overdue" when it is unpaid on the first day following the day on which it is due and payable according to the Contract.

5.3.12 Interest Payable

Canada will pay to the Law Firm simple interest at the Average Rate plus 3 percent per year on any amount that is overdue, from the date that amount becomes overdue until the day before the date of payment, inclusive. The Law Firm is not required to provide notice to Canada for interest to be payable. Canada will pay interest in accordance with this section only if Canada is responsible for the delay in paying the Law Firm. Canada will not pay interest on overdue advance payments.

5.4 Termination of the Contract

5.4.1 Termination for Convenience

At any time before the completion of the Mandate, Canada may, by giving notice in writing to the Law Firm, terminate for convenience the Contract or part of the Contract, whether immediately or with a delay specified in the notice. The Law Firm must comply with the requirements of this termination notice. If the Contract is terminated in part only, the Law Firm must proceed to complete any part of the Mandate that is not affected by the termination notice.

The termination will take effect immediately or, as the case may be, at the time specified in the termination notice. The payments to be made because of termination for convenience are set out in section 5.3.10. ("Termination Payments").

5.5 Information Management



5.5.1 **Confidential Information**

Subject to applicable laws in the Law Firm's jurisdiction, the Law Firm must keep confidential all information provided to the Law Firm by or on behalf of Canada in connection with the Mandate, and all information conceived, developed or produced by the Law Firm as part of the Mandate. Information provided to the Law Firm by or on behalf of Canada must be used solely for the purpose of the Contract and remains the property of Canada.

5.5.2 **Retaining, Archiving and Returning Records**

Pursuant to Canadian law, Canada must retain litigation and legal advisory files for a period of twelve years from the date final action has taken place in the file, and real property files for a period of twenty-five years. The Law Firm must therefore ensure that Instructing Counsel obtains copies of all records of the Law Firm relating to the Mandate, and the Law Firm can only destroy those records with written permission from Instructing Counsel.

5.6 **Liability**

5.6.1 **Each Party's Liability**

The Law Firm is liable for any damage caused by the faulty conduct of the Law Firm, its employees, its representatives or its agents or mandataries, whether to Canada or to any third party. Canada is liable for any damage caused by the faulty conduct of Canada, its employees, its representatives or its agents or mandataries, whether to the Law Firm or to any third party.

5.7 **Authorities and Communication**

5.7.1 **Canada's Representative**

Canada's Representative is:

Name: Patrick Labbé
Title: A/Procurement Specialist
Department of Foreign Affairs, Trade and Development
(a.k.a., Global Affairs Canada)
Directorate: AAOA
Address: 125 Sussex Drive, Ottawa, ON, K1A 0G2
Telephone: 343-553-3256
E-mail address: patrick.labbe@international.gc.ca

Only Canada's Representative may bind Canada in contract. Therefore, Canada's Representative must approve in writing any amendment to the Contract, for this amendment to be valid.

5.7.2 **Project Authority**

The Project Authority is (to be inserted at contract award):

Name:
Title:
Department of Foreign Affairs, Trade and Development
(a.k.a., Global Affairs Canada)
Address:
Telephone:
E-mail address:

The Project Authority is responsible for providing instructions to the Law Firm on the Mandate, either directly or through Instructing Counsel, except to the extent these instructions require a Contract amendment. The Law Firm must not perform work in excess or outside the scope of the Contract.



5.7.3 **Instructing Counsel**

The Instructing Counsel for the Contract is (to be inserted at contract award):

Name:

Title:

Organization: Department of Justice, Global Affairs Legal Services (JUS)

Address: 125 Sussex Dr.

Ottawa ON

Canada K1A 0G2

Telephone:

Fax:

E-mail address:

The Instructing Counsel is the representative of the Department of Justice of Canada and of the Attorney General of Canada, and is responsible for all matters concerning the technical contents of the Mandate. The Instructing Counsel has no authority to authorize changes to the Contract, including to the scope of the Mandate. Changes to the scope of the Mandate can only be made through a Contract amendment in writing issued by Canada's Representative. For greater clarity, however, the Instructing Counsel can provide explanations to the Law Firm's Representative with respect to the scope of the Mandate, as well as provide instructions to the Law Firm within the defined scope of the Mandate

5.7.4 **Substitutes**

Canada reserves the right to replace Canada's Representative, the Project Authority, or the Instructing Counsel, by notice in writing made to the Law Firm.

5.7.5 **Notice**

Any notice under the Contract must be in writing and may be delivered by any method that allows the reliable printout of the text of the notice and warrants delivery to Canada's Representative, or to the Law Firm's Representative, as applicable.

5.7.6 **Law Firm's Representative**

The Law Firm's Representative is (to be inserted at contract award):

Name:

Title:

Telephone:

E-mail address:

The Law Firm reserves the right to replace the above-designated Law Firm's Representative by sending a notice in writing to Canada to that effect.

5.8 **Other Conditions**

5.8.1 **Amendment**

To be effective, any amendment to the Contract must be done in writing and signed by Canada's Representative and the Law Firm's Representative.

5.8.2 **Assignment**

The Law Firm must not assign the Contract without first obtaining Canada's written consent. Any assignment made without that consent is void and will have no effect.

The assignment will be effective upon execution of an assignment agreement signed by the Parties and the assignee. Assignment of the Contract does not relieve the Law Firm from any obligation under the Contract and it does not impose any liability upon Canada.



5.8.3 Conflict of Interest

Except, in the normal course of performing the Mandate, which requires the Law Firm to provide its best professional advice while promoting, with utmost loyalty to Canada, Canada's best interests, the Law Firm must not influence, seek to influence or otherwise take part in a decision of Canada knowing that the decision might further its private interest.

The Law Firm must have no financial interest in the business of a third party that causes or would appear to cause a conflict of interest in connection with the performance of its obligations under the Contract. If such a financial interest is acquired during the period of the Contract, the Law Firm must immediately declare it to Canada's Representative or Instructing Counsel.

5.8.4 Dispute Resolution

If a dispute arises out of, or in connection with this Contract, the parties shall meet to pursue resolution through negotiation or other appropriate dispute resolution process before resorting to litigation before the courts.

6. 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) Annex A, Mandate;
- (c) Annex B, Basis of Payment;
- (d) Annex C, Security Requirements Check List;
- (e) Annex D, Task Authorization Form
- (f) the Law Firm's bid dated _____, (*insert date of bid at contract award*)



ANNEX "A" MANDATE

The Law firm shall carry out and complete work within this mandate:

1) Scope of mandate: The law firm shall provide legal services required by Canada covering issues related to locally engaged (LES) employees employed in Canada's missions in France.

2) Work to be performed: Following the instructions of the project manager, obtained either directly, or via agents' supervisors, the Law firm agrees to carry out and provide with care, aptitude, the greatest loyalty, skill, conscientiousness and efficiency, the following services typically performed by a lawyer in Paris, France, including, without limitation:

a. Representing and advising Canada principally in relation to human resources and employment contract law. The services may include the following:

- drafting and/or negotiating contract termination procedure;
- internal grievances;
- harassment complaints;
- administrative enquiries;
- social security contributions;
- changes to working conditions;
- occupational accidents and illnesses

Assisting, reviewing and advising Canada in relation to the drafting and/or negotiation of employment tribunal proceedings.

In addition, at the request of the Project Authority, the Law Firm must provide to Canada a written factual report on the judicial and regulatory records, credit rating and reputation of a party that Canada contemplates contracting with, with special emphasis on events of fraud, bribery, theft, drug trafficking, affiliation to suspected terrorists or criminals, tax evasion, and any other matter that could adversely impact Canada's reputation.

The Law Firm should seek this information from domestic and foreign databases, including court, news media, and credit rating databases, provided the Project Authority finds the cost of accessing these databases reasonable, and the Contract covers the estimated disbursements.

Subject to Canadian law, Canada will maintain the confidentiality of this report.

The Law Firm shall carry out further instructions as may be provided by the Project Authority or Instructing Counsel, and seek further instructions as necessary.

1) Exclusions

- a. The Law Firm is not mandated or permitted under this Contract to represent Canada before the courts or any arbitral board.
- b. The Law Firm is not required to travel, and cannot submit invoices in relation to travel or transportation.
- c. The Law Firm is fully responsible to carry out all aspects of the legal services set out in this Contract, including in the Mandate. Nothing in this Contract or in this Mandate limits the Law Firm's obligations at law.
- d. The Law Firm cannot respond to inquiries from the media or any third party in relation to the Mandate, except with the written authorization of the Project Authority.



ANNEX “B” BASIS OF PAYMENT

[To be completed at contract award]

B1. Canada will pay the Law Firm, firm all inclusive hourly rates in Euro’s (EUR) as follows, for work performed in accordance with the Contract. Any Applicable Tax is extra.

B2. The all-inclusive firm hourly rates will be enforced throughout the entire Contract, including the two (2) irrevocable optional periods of one (1) year each if they are exercised, and will not be subject to future negotiation.

B3. The Administrative support hourly rate is intended to capture all additional costs required to support the Senior and Supporting Lawyers. These costs can include, but are not limited to junior lawyers, paralegals, and administrative assistants.

B4. With the exception of travel expenses, Canada will reimburse the Law Firm for the direct expenses reasonably and properly incurred by the Law Firm in the performance of the Mandate. These expenses will be paid at actual cost without mark-up, upon submission of an itemized statement supported by receipt vouchers. Such expenses must be pre-approved by the Project Authority as part of the Task Authorization.

B5. The Law Firm will not be reimbursed for travel and living expenses incurred in the performance of the work.

B6. Initial Contract Period – 3 Year Period

NAMES OF RESOURCE AND HOURLY RATES TO BE INSERTED UPON CONTRACT AWARD – CANADA WILL USE THE RATES PROPOSED BY THE BIDDER IN THEIR PRICING SCHEDULE

Category	Name	Initial Contract Period – Year 1	Initial Contract Period – Year 2	Initial Contract Period – Year 3
		All Inclusive Hourly Rate	All Inclusive Hourly Rate	All Inclusive Hourly Rate
Senior Lawyer				
Supporting Lawyer				
Supporting Lawyer				
Administrative Support				



Canada's total liability to the Law Firm under the Initial Contract Period for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of **€375,000.00 EUR** (Maximum Contract Value). Customs duties are excluded and Applicable Taxes are included.

B7. Option Year 1

NAMES OF RESOURCE AND HOURLY RATES TO BE INSERTED UPON CONTRACT AWARD – CANADA WILL USE THE RATES PROPOSED BY THE BIDDER IN THEIR PRICING SCHEDULE

Category	Name	Option Year 1
		All Inclusive Hourly Rate
Senior Lawyer		
Supporting Lawyer		
Supporting Lawyer		
Administrative Support		

Canada's total liability to the Law Firm under Option Period 1 for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of **€125,000.00 EUR** (Maximum Contract Value). Customs duties are excluded and Applicable Taxes are included.

B8. Option Year 2

NAMES OF RESOURCE AND HOURLY RATES TO BE INSERTED UPON CONTRACT AWARD – CANADA WILL USE THE RATES PROPOSED BY THE BIDDER IN THEIR PRICING SCHEDULE

Category	Name	Option Year 2
		All Inclusive Hourly Rate
Senior Lawyer		
Supporting Lawyer		
Supporting Lawyer		
Administrative Support		



Canada's total liability to the Law Firm under Option Period 2 for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of **€125,000.00 EUR** (Maximum Contract Value). Customs duties are excluded and Applicable Taxes are included.



ANNEX "C" SECURITY REQUIREMENTS CHECK LIST



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

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

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE			
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine		2. Branch or Directorate / Direction générale ou Direction	
AFFAIRES MONDIALES CANADA		MISSION DIPLOMATIQUE DE PARIS	
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 Services juridiques en Ressources Humaines			
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
6. Indicate the type of access required / Indiquer le type d'accès requis			
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)		<input checked="" type="checkbox"/> No / Non	<input 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 type="checkbox"/>	S/O <input 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 type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>	
Not releasable / À ne pas diffuser <input type="checkbox"/>			
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	
7. c) Level of information / Niveau d'information			
PROTECTED A / PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>	
PROTECTED B / PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>	
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	
SECRET / SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET / SECRET <input type="checkbox"/>	
TOP SECRET / TRÈS SECRET <input type="checkbox"/>		TOP SECRET / TRÈS SECRET <input type="checkbox"/>	
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>	

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
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Contract Number / Numéro du contrat
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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? No / Non 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? No / Non 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 type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS 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"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMBLEMES			

Special comments:
Commentaires spéciaux : pas de cote nécessaire

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.
REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? No / Non Yes / Oui
If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté? No / Non 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? No / Non 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? No / Non 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? No / Non Yes / Oui

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF A LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? No / Non Yes / Oui

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

PART C - (continued) / PARTIE C - (suite)

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

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

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

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

SUMMARY CHART / TABLEAU RÉCAPITULATIF

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

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

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

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

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments). / Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la 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).



ANNEX "D" TASK AUTHORIZATION FORM

FORMULAIRE D'AUTORISATION DE TÂCHE	
Law Firm's Name: Address:	Contract Number: Fund Center:
N° de l'autorisation de tâche (AT): Numéro de modification:	Date:
New TA (if applicable)	
Total Estimated Cost of Task (VAT extra) before any revisions:	€
TA Revision (if applicable)	
N° de Révision de l'AT :	Authorized Increase or Decrease (VAT extra): €
Total Estimated Cost of Task VAT extra) after this new revision :	€
Required Work (For completion by Technical Authority)	
1. Task Description of Work to be Performed under the Mandate	
<p>Description of any Deliverable(s) required (including the required format and media)</p> <p>Any reporting obligations and deadlines for submitting the reports as they will apply to the resulting Contract will be described here</p>	
2. PERIOD OF SERVICES	From: _____ To: _____
3. Work Location:	
4. Other Conditions/Restrains:	<input type="checkbox"/> Yes <input type="checkbox"/> No Specify: _____

TA Proposal [For completion by Law Firm]			
5. Estimated Cost of Task			
Category (Level) and Name of Proposed Resource	Firm Per Hourly Rate	Estimated Number of Hours	Total Cost
Professional Services Estimated Cost	Total Estimated Cost :		€



Applicable Taxes :	
Grand Total :	€

Disbursement Costs	Total Estimated Cost :	
	Applicable Taxes :	
	Grand Total :	€

6. Basis of Payment & Invoicing

In accordance with the article entitled "Basis of Payment" in the Contract.
 Payment to be made based on receipt of detailed monthly invoices for services rendered and/or goods received, subject to full acceptance by the Project Authority. Total of payments not to exceed the Contract value.
 Original invoices shall be sent to the Project/ Authority.

7. Authorization

By signing this TA, the Project Authority or the Canada's Representative or both, if applicable, certify (ies) that the content of this TA is in accordance with the Contract.

Name of Project Authority _____

Signature _____ Date _____

Name of Canada's Representative _____

Signature (if required) _____ Date _____

Law Firm's Signature

Name and title of individual authorized to sign for the Law Firm _____

Signature _____ Date _____