



National Defence

Défense nationale

National Defence Headquarters
Ottawa, Ontario
K1A 0K2

Quartier général de la Défense nationale
Ottawa (Ontario)
K1A 0K2

REQUEST FOR PROPOSAL

DEMANDE DE PROPOSITION

**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:**

Director Services Contracting 4
(D Svcs C 4)
Attention: Ashley Ratnam, 4-2-3
By e-mail to:
DSvcsC4Contracting-DCSvcs4Contrats@forces.gc.ca

Proposal To: National Defence Canada

We hereby offer to sell to His Majesty the King in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods and services listed herein and on any attached sheets at the price(s) set out therefore.

Proposition à: Défense nationale Canada

Nous offrons par la présente de vendre à Son Majesté le Roi du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens et services énumérés ici et sur toute feuille ci-annexée, au(x) prix indique(s).

Comments – Commentaires

THIS DOCUMENT CONTAINS SECURITY REQUIREMENTS.

CE DOCUMENT CONTIENT EXIGENCE EN MATIÈRE DE SÉCURITÉ.

**Solicitation Closes –
L’invitation prend fin**

At: – à:

2:00 PM Eastern Daylight Time (EDT)

On: – le :

21 July 2023

Title – Titre Independent Authority	Solicitation No. – N° de l’invitation W6369-23-X043
Date of Solicitation – Date de l’invitation 29 June 2023	
Address Enquiries to: – Adresser toutes questions à: by e-mail to ashley.ratnam@forces.gc.ca	
Telephone No. – N° de téléphone	FAX No. – N° de fax
Destination National Defence Headquarters 101 Colonel By Drive Ottawa, Ontario K1A 0K2	

Instructions: Municipal taxes are not applicable. Unless otherwise specified herein all prices quoted must include all applicable Canadian customs duties, GST/HST, excise taxes and are to be delivered Delivery Duty Paid including all delivery charges to destination(s) as indicated. The amount of the Goods and Services Tax/Harmonized Sales Tax is to be shown as a separate item.

Instructions : Les taxes municipales ne s’appliquent pas. Sauf indication contraire, les prix indiqués doivent comprendre les droits de douane canadiens, la TPS/TVH et la taxe d’accise. Les biens doivent être livrés « rendu droits acquittés », tous frais de livraison compris, à la ou aux destinations indiquées. Le montant de la taxe sur les produits et services/taxe de vente harmonisée doit être indiqué séparément.

Delivery Required – Livraison exigée	Delivery Offered – Livraison proposée
Vendor Name and Address – Raison sociale et adresse du fournisseur	
Name and title of person authorized to sign on behalf of vendor (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur (caractère d’imprimerie)	
Name – Nom _____ Title – Titre _____	
Signature Date _____	





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PART 1 - GENERAL INFORMATION

1.1 Introduction

The bid solicitation is divided into seven 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 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment, the Security Requirements Checklist, the Electronic Payment Instruments, and any other annexes.

1.2 Summary

- 1.2.1 The Department of National Defence/Canadian Armed Forces and the Department of Justice have established a working group to identify the most effective framework for the creation of a permanent military court of Canada. The services of one (1) independent authority is required to ensure adequate expertise and an appropriate external perspective is provided to the working group.
- 1.2.2 There are security requirements associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website".

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 Works and Government Services 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 [2003](#) (2022-03-29) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

a) Section 02, **Procurement Business Number** is deleted in its entirety.

b) Section 05, **Submission of Bids** – Subsection 2(d) is deleted and replaced by:

It is the Bidder's responsibility to:

(d) send its bid only to Department of National Defence (DND) organization receiving the bids as specified on page 1 of the bid solicitation.

c) Section 05, **Submission of Bids** – Subsection 3 is deleted.

d) Section 05, **Submission of Bids** – Subsection 4 is amended as follows:

Delete: sixty (60) days

Insert: one hundred and eighty (180) days

e) Section 06, **Late Bids** is deleted in its entirety.

f) Section 07, **Delayed Bids** is deleted and replaced by:

It is the Bidder's responsibility to ensure that the Contracting Authority has received the entire submission. Misrouting or other electronic delivery issues resulting in late submission of bids will not be accepted.

g) Section 08, **Transmission by Fax** – para (1) is deleted in its entirety.

h) Section 20, **Further Information** is deleted in its entirety.

2.2 Submission of Bids

Bids must be submitted only to the Department of National Defence (DND) 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 to DND will not be accepted.

2.2.1 Electronic Submissions

A. Individual e-mails that may include certain scripts, formats, embedded macros and/or links, or those that exceed five (5) megabytes may be rejected by Canada's e-mail system and/or



firewall(s) without notice to the Bidder or Contracting Authority. Larger bids may be submitted through more than one e-mail. Canada will confirm receipt of documents. It is the Bidder's responsibility to ensure that their entire submission has been received. Bidders should not assume that all documents have been received unless Canada confirms receipt of each document. In order to minimize the potential for technical issues, bidders are requested to allow sufficient time before the closing date and time to confirm receipt. Bid documents submitted after the closing time and date 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.

2.3.1 Definitions

- A. 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:
- 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.
- B. "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.
- C. "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.

2.3.2 Former Public Servant in Receipt of a Pension

- A. As per the above definitions, is the Bidder a FPS in receipt of a pension?



Yes () No ()

B. If so, the Bidder must provide the following information, for all FPSs in receipt of a pension, as applicable:

- (i) Name of former public servant; and
- (ii) Date of termination of employment or retirement from the Public Service.

C. 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: 2019-01](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

2.3.3 Work Force Adjustment Directive

A. Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive?

Yes () No ()

B. If so, the Bidder must provide the following information:

- a. Name of former public servant;
- b. Conditions of the lump sum payment incentive;
- c. Date of termination of employment;
- d. Amount of lump sum payment;
- e. Rate of pay on which lump sum payment is based;
- f. Period of lump sum payment including start date, end date and number of weeks; and
- g. Number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) 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.

2.6 Bid Challenge and Recourse Mechanisms

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



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that the Bidder submits its bid in separately bound sections as follows:

Section I: Technical Bid: one (1) soft copy submitted by e-mail;

Section II: Financial Bid: one (1) soft copy submitted by e-mail;

Section III, Certifications Not Included in the Technical Bid: one (1) soft copy submitted by e-mail.

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

Section I: Technical Bid

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: Financial Bid

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

3.1.2 Exchange Rate Fluctuation

[C3011T \(2013-11-06\), Exchange Rate Fluctuation](#)

3.1.3 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "E" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "E" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

Section III: Certifications

Bidders must submit the certifications and additional information required under Part 5.

3.2 Electronic Submissions



- A. Unless specified otherwise in the bid solicitation or otherwise directed by the Contracting Authority, bids must be received by the Contracting Authority by electronic mail by the date and time indicated on page 1 of the bid solicitation.
- B. **Electronic Submissions: Individual e-mails that may include certain scripts, formats, embedded macros and/or links, or those that exceed five (5) megabytes may be rejected by Canada's e-mail system and/or firewall(s) without notice to the Bidder or Contracting Authority.** Larger bids may be submitted through more than one e-mail. The Contracting Authority will confirm receipt of documents. It is the Bidder's responsibility to ensure that the Contracting Authority has received the entire submission. Bidders should not assume that all documents have been received unless the Contracting Authority confirms receipt of each document. In order to minimize the potential for technical issues, Bidders are requested to allow sufficient time before the closing date and time to confirm receipt. Technical and financial documents received after the closing date and time will not be accepted.



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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

#	MANDATORY TECHNICAL CRITERION (MT)	BID PREPARATION INSTRUCTIONS
MT1	The bidder must have a minimum of 24 months of experience in a management role related to civilian court administration at a senior management level (such a section director/chief administrator/registrar) or deputy to senior management level.	The necessary documentation to support the bid in meeting this criterion must include details as to where, when (month and year to month and year), and how (through which projects/activities/responsibilities) the stated experience was obtained.
MT2	The bidder must not have been a member of the Canadian Armed Forces in the last 10 years.	The bidder must attest in writing as part of the technical bid.
MT3	The bidder must not have been employed in the Department of National Defence in the last 10 years.	The bidder must attest in writing as part of the technical bid.

4.1.1.2 Point Rated Technical Criteria (10 points)

#	REQUIREMENT	SCORING GUIDELINES	MAX POINTS	BID PREPARATION INSTRUCTIONS
RT1	The Bidder shall have experience with court administration in more than one (1) jurisdiction (i.e. provincial, federal, or international).	Experience in one (1) jurisdiction = 1 point Experience in more than one (1) jurisdiction = 2 points	2	The necessary documentation to support the bid in meeting this criterion must include details as to where, when (month and year), and at which courts, the stated experience was obtained.



#	REQUIREMENT	SCORING GUIDELINES	MAX POINTS	BID PREPARATION INSTRUCTIONS
RT2	The Bidder shall have experience with court administration at more than one (1) level (for example, trial and appeal).	Experience at one (1) level = 1 point Experience at more than one (1) level = 2 points	2	The necessary documentation to support the bid in meeting this criterion must include details as to where, when (month and year), and at which courts, the stated experience was obtained.
RT3	The Bidder shall have experience in facilitating a consultation process with stakeholders external to their own organization.	Experience with one (1) consultation process = 1 point Experience with more than one (1) consultation process = 2 points	2	The necessary documentation to support the bid in meeting this criterion must include details as to where, when (month and year to month and year), and how (through which projects/activities/responsibilities) the stated experience was obtained.
RT4	The Bidder shall have experience providing advice and guidance on a policy development project.	Experience with one (1) policy development project = 1 point Experience with more than one (1) policy development project = 2 points	2	The necessary documentation to support the bid in meeting this criterion must include details as to where, when (month and year to month and year), and how (through which projects/activities/responsibilities) the stated experience was obtained.
RT5	The Bidder shall have experience in strategic communication issues, which includes the responsibility of handling sensitive media issues and public engagements.	Experience with one (1) strategic communications issue = 1 point Experience with more than one (1) strategic communications issue = 2 points	2	The necessary documentation to support the bid in meeting this criterion must include details as to where, when (month and year to month and year), and how (through which projects/activities/responsibilities) the stated experience was obtained.
	Total:	Minimum Passing Score: 2	Max Score: 10	



4.2 Basis of Selection

4.2.1 Highest Combined Rating of Technical Merit and Price

- 1) To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum of two (2) points overall for the technical evaluation criteria which are subject to point rating.

The rating is performed on a scale of ten (10) points.

- 2) Bids not meeting "(a) or (b) or (c)" will be declared non-responsive.
- 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) 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 %.
- 5) To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40 %.
- 6) For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- 7) 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 60/40 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).



Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)

		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 x 60 = 51.11	89/135 x 60 = 39.56	92/135 x 60 = 40.89
	Pricing Score	45/55 x 40 = 32.73	45/50 x 40 = 36.00	45/45 x 40 = 40.00
Combined Rating		83.84	75.56	80.89
Overall Rating		1st	3rd	2nd



PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the Integrity declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

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

5.2.3 Security Requirements – Required Documentation

In accordance with the [requirements of the Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>), the Bidder must provide a completed Contract Security Program Application for Registration (AFR) form to be given further consideration in the procurement process.

Bidders are reminded to obtain the required security clearance and, as applicable, security capabilities promptly. As indicated above, bidders who do not provide all the required information at bid closing will be given the opportunity to complete any missing information from the AFR form within a period set by the Contracting Authority. If that information is not provided within the timeframe established by the Contracting Authority (including any extension granted by the Contracting Authority in its discretion), or if Canada requires further information from the Bidder in connection with assessing the request for security



clearance (i.e., information not required by the AFR form), the Bidder will be required to submit that information within the time period established by the Contracting Authority, which will not be less than 48 hours. If, at any time, the Bidder fails to provide the required information within the timeframe established by the Contracting Authority, its bid will be declared non-compliant.

5.2.3 Federal Contractors Program for Employment Equity - Bid Certification

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 \(ESDC\) - Labour's](#) website.

Canada will have the right to declare a bid non-responsive 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.

5.2.4 Additional Certifications Precedent to Contract Award

5.2.4.1 Status and availability of Resources

SACC Manual clause [A3005T](#) (2010-08-16) Status and Availability of Resources

5.2.4.2 Education and Experience

SACC Manual clause [A3010T](#) (2010-08-16) Education and Experience



PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirements

1. Before award of a contract, the following conditions must be met:
 - (a) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
2. Before access to sensitive information is provided to the Bidder, the following conditions must be met:
 - (a) the Bidder's proposed individuals requiring access to sensitive information, assets or sensitive work sites must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses;
 - (b) the Bidder's security capabilities must be met as indicated in Part 7 - Resulting Contract Clauses.
3. For additional information on security requirements, Bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.



PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A".

7.2 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 Works and Government Services Canada.

7.2.1 General Conditions

[2035](#) (2022-12-01), General Conditions - Higher Complexity - Services, as amended in part below, apply to and form part of the Contract.

7.2.1.1 Status of Contractor

2035 04 (2008-05-12) Status of the Contractor, is hereby deleted and replaced with the following:

For the purposes of this Contract and the Work, the Contractor is an agent of Canada. Notwithstanding this agency relationship, the Contract is not intended to create a partnership, a joint venture or an employer-employee relationship between Canada and the Contractor.

7.2.1.2 Liability

2035 24 (2008-05-12) Liability, is hereby deleted and replaced with the following:

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or other agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity clause applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract. Nothing in this section shall be construed as affecting any indemnity rights that Canada may have against the Contractor at law.

7.2.1.3 Confidentiality

2035 22 (2008-05-12) Confidentiality, is hereby amended by adding the following subsection 2A below subsection 22 (2).

2A. Disclosure of Documents Subject to Solicitor-Client Privilege and Additional Confidentiality Obligations

For the purposes of the Work conducted under the Contract, it may be necessary to disclose to the Contractor information (including documents, data, advice in written or oral form) subject to solicitor-client privilege ("Privileged Information"). Such disclosure of Privileged Information is done in strict confidence and shall not be construed as a waiver, express or implied, of solicitor-client privilege.



The Contractor will maintain and preserve the confidentiality of the Privileged Information, and may not reproduce, copy, use, divulge, release or disclose, in whole or in part, in whatever way or form any Privileged Information to any person other than an employee or agent of Canada, on a need to know basis.

The Contractor undertakes to safeguard the Privileged Information and take all necessary and appropriate measures, including those set out in any written or oral instructions issued by Canada, to prevent the disclosure of or access to such information in contravention of the Contract.

Upon completion of the Work, or upon the written request of Canada prior to completing the Work, the Contractor must return all Privileged Information to Canada.

The Contractor shall notify Canada immediately upon discovery of any unauthorized use or disclosure of Privileged Information and must cooperate with Canada to help regain possession of the Privileged Information.

The obligations set forth above shall apply to all Privileged Information disclosed to the Contractor at any time under this Contract.

Notwithstanding the obligations under this subsection 2A, the Contractor may disclose Privileged Information to the extent required by any applicable law, regulation or court; provided however that the Contractor will notify Canada promptly after becoming aware of its obligation to make such disclosure and shall permit Canada to seek to challenge, or limit, such required disclosure.

7.2.2 Supplemental General Conditions

[4007](#) (2022-12-01), Canada to Own Intellectual Property Rights in Foreground Information, apply to and form part of the Contract.

7.3 Security Requirements

7.3.1 The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Contract.

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE No. W6369-23-X043

1. The Contractor must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS), issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC).
2. The Contractor personnel requiring access to PROTECTED information, assets or sensitive site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the CSP, PWGSC.
3. The Contractor MUST NOT remove any PROTECTED information or assets from the identified site(s), and the Contractor 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 the CSP, PWGSC.
5. The Contractor must comply with the provisions of the:



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

7.4 Term of Contract

7.4.1 Period of the Contract

The period of the Contract is from the date of Contract Award to one (1) years later (to be specified in the resulting contract).

7.4.2 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 six-month periods under the same conditions. 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 fifteen (15) 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.

7.5 Authorities

7.5.1 Contracting Authority (to be specified in the resulting contract)

The Contracting Authority for the Contract is:

Name: _____

Title: _____

Department of National Defence

Directorate: _____

Address: _____

Telephone: ____ - ____ - _____

Facsimile: ____ - ____ - _____

E-mail address: _____

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.

7.5.2 Project Authority (to be specified in the resulting contract)

The Project Authority for the Contract is:

Name: _____

Title: _____

Organization: _____

Address: _____



Telephone: ____-____-_____
Facsimile: ____-____-_____
E-mail address: _____

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.

7.5.3 Contractor's Representative (to be specified in the resulting contract)

The Contractor's Representative for the Contract is:

Name: _____
Title: _____
Organization: _____
Address: _____
Telephone: ____-____-_____
Facsimile: ____-____-_____
E-mail address: _____

7.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

7.7 Payment

7.7.1 Basis of Payment

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work as determined in accordance with the Basis of Payment in Annex "B", to a limitation of expenditure of \$_____ (to be specified in the resulting contract). Customs and duties are *included* and Applicable Taxes are extra.

7.7.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$_____ (to be specified in the resulting contract). 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:
 - a. when it is 75 percent committed, or



2. four (4) months before the contract expiry date, or
 3. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
3. 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.

7.7.3 Travel and Living Expenses – National Joint Council Travel Directive

SACC Manual clause [C4005C](#) (2018-04-17) – Travel and Living Expenses – National Joint Council Travel Directive

7.7.4 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;
2. all such documents have been verified by Canada;
3. the Work performed has been accepted by Canada.

7.7.5 Electronic Payment of Invoices – Contract **(to be specified in the resulting contract)**

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Direct Deposit (Domestic and International);
- b. Electronic Data Interchange (EDI); or
- c. Wire Transfer (International Only);

7.8 Invoicing Instructions

- 7.8.1 The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
2. a copy of the release document and any other documents as specified in the Contract;
3. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
4. a copy of the monthly progress report.

Invoices must be distributed as follows:

- b. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.



- c. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

7.9 Certifications and Additional Information

7.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

7.10 Applicable Laws

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

7.11 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the supplemental general conditions 4007 (2010-08-16), Canada to Own Intellectual Property Rights in Foreground Information;
- (c) the general conditions 2035 (2022-05-12), General Conditions - Higher Complexity – Services;
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Security Requirements Check List;
- (g) Annex D, Non-Disclosure Agreement; and
- (h) the Contractor's bid dated _____ (to be specified in the resulting contract), as clarified on _____ and as amended on _____ (to be specified in the resulting contract, if applicable).

7.12 Defence Contract

SACC Manual clause [A9006C](#) (2012-07-16) Defence Contract

7.13 Foreign Nationals (Canadian Contractor **OR** Foreign Contractor)

SACC Manual clause [A2000C](#) (2006-06-16) Foreign Nationals (Canadian Contractor); if applicable

OR

SACC Manual clause [A2001C](#) (2006-06-16) Foreign Nationals (Foreign Contractor); if applicable

7.14 Insurance

The Contractor 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 Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.



7.15 Dispute Resolution

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

7.16 Office of the Procurement Ombudsman

The parties understand that the Procurement Ombudsman appointed pursuant to subsection 22.1(1) of the Department of Public Works and Government Services Act will, on request of a party, provide a proposal for an alternative dispute resolution process to resolve any dispute arising between the parties respecting the interpretation or application of a term or condition of this contract. The parties may consent to participate in the proposed alternative dispute resolution process and to bear the cost of such process. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by email at boa.opo@boa.opo.gc.ca.



ANNEX “A” - STATEMENT OF WORK

1. TITLE

- 1.1 Provision of Professional Services as the Independent Authority for the Permanent Military Court Working Group

2. BACKGROUND

- 2.1 The Department of National Defence/Canadian Armed Forces and the Department of Justice have established a working group to identify the most effective framework for the creation of a permanent military court of Canada. This was called for by the Honourable Morris J. Fish, the former Justice of the Supreme Court of Canada who conducted the Third Independent Review of specified provisions of the *National Defence Act* and their operation, in Recommendation #5 of his final report. Including an Independent Authority (the “Contractor”) in the membership of the Permanent Military Court Working Group was an essential part of Recommendation #5 in order to ensure adequate expertise and an appropriate external perspective. The Working Group will report to the Minister of National Defence and the Minister of Justice setting out options and recommendations for the creation of a permanent military court.

3. APPLICABLE DOCUMENTS

- 3.1 The following documents will be used during the course of the work, in addition to other documents, which will be determined by the Technical Authority and will be made available in due course.

Reference Title	Website
<i>National Defence Act</i> , RSC 1985, c N-5	https://laws.justice.gc.ca/eng/acts/n-5/index.html
Report of the Third Independent Review Authority to the Minister of National Defence Pursuant to subsection 273.601(1) of the <i>National Defence Act</i> , RSC 1985, c N-5	https://www.canada.ca/en/department-national-defence/corporate/policies-standards/acts-regulations/third-independent-reviews-nda.html

4. SCOPE

- 4.1 The Permanent Military Court Working Group will consider the constellation of questions surrounding the most effective framework for the establishment of a permanent military court. The professional services of an Independent Authority is required to support the Permanent Military Court Working Group in order to fulfill two primary purposes.

4.1.1 First, the Independent Authority will provide an unbiased perspective to the Permanent Military Court Working Group that is sufficiently removed from the experience of Canadian Armed Forces members and the executive branch of government. The Independent Authority will help ensure that all factors have been thoroughly considered and scrutinized prior to the Permanent



Military Court Working Group submitting its report of the to the Minister of National Defence and the Minister of Justice.

4.1.2 Second, the Independent Authority will provide subject matter expertise in the area of civilian courts administration.

5. TASKS

5.1 The Contractor must perform tasks in support of the Permanent Military Court Working Group on an as-needed basis. These tasks may include, but are not limited to the following:

5.2 Provide a Review and Challenge Function

5.2.1 The Contractor must engage in discussions with the Permanent Military Court Working Group at meetings as a full member of the Permanent Military Court Working Group.

5.2.2 The Contractor must provide an unbiased and independent challenge function by delivering feedback to the Permanent Military Court Working Group throughout all stages of work.

5.2.3 The Contractor must provide any additional insights that are within their experience and expertise and may be useful to the Permanent Military Court Working Group.

5.3 Conduct Background Research

5.3.1 As determined by the membership of the Permanent Military Court Working Group the Contractor must perform discrete research tasks.

5.4 Help Facilitate Consultations with Independent Judicial Actors

5.4.1 Leveraging any previous experience and connections in the field of court administration, the Contractor must contribute to the process of consultation between the Permanent Military Court Working Group and independent judicial actors. This may include facilitating the initial engagement process, participating as a full member of the Permanent Military Court Working Group in any resulting substantive consultations, briefing independent judicial actors on the work being done, engaging in any follow-on correspondence, and generally support the needs of the Permanent Military Court Working Group throughout the consultation process with independent judicial actors.

6. DELIVERABLES AND DATE OF DELIVERY

6.1 For all tasks, the Contractor will follow the directions of the Technical Authority to ensure all work produced under this Contract is complete, accurate, and adheres to all relevant rules and good practices in the legal field. Work must be produced under this contract in either English or French.

Deliverable #	Description	Date of Delivery
1	The Contractor must complete task 5.2 by attending and participating in meetings of the Permanent Military Court Working Group, as well as reviewing and contributing to any work product capturing the results and	The Permanent Military Court Working Group will meet no less than once per month until ready to report to the Minister of National Defence and the Minister of Justice.



	recommendations of the Permanent Military Court Working Group.	
2	The Contractor must complete task 5.3 by providing written summaries of any relevant information gathered during discrete research.	A reasonable timeline for the completion of discrete research tasks will be determined by the Technical Authority, after consultations with the Contractor.
3	The Contractor must complete task 5.4 by facilitating and participating in any consultation meetings with independent judicial actors.	A reasonable timeline for the completion of facilitating consultations will be determined by the Technical Authority, after consultation with Contractor and the membership of the Permanent Military Court Working Group.

7. LOCATION FOR WORK

The Contractor will carry out their duties primarily at the Contractor's residence/workplace. Occasionally, the Contractor may be required to carry out their duties at various locations in the National Capital Region as determined by the membership of the Permanent Military Court Working Group. Meetings will be conducted either virtually or in-person as determined by the membership of the Permanent Military Court Working Group.

8. LANGUAGE REQUIREMENTS

The Contractor must be fluent in both English and French. Fluent means that the individual must be able to communicate orally and in writing without any assistance and with minimal errors.

9. TRAVEL

9.1 The Independent Authority may be required to travel outside the Contractor's residence/workplace, if the Contractor's residence/workplace is not within the National Capital Region.

9.2 The Technical Authority will provide the following:

9.2.1 written approval of the travel;

9.2.2 confirmation of whether a trip report is necessary; and

9.2.3 the content and format of the trip report.

9.3 If required by the Technical Authority, the Contractor must prepare a trip report and provide it to the Technical Authority, for review and approval, no later than seven working days after return from the trip.



ANNEX “B”, BASIS OF PAYMENT

During the period of the Contract, and if the option is exercised, during the extended period of the Contract, for Work performed in accordance with the Contract, the Contractor will be paid as specified below.

1.0 Professional Fees

The Contractor will be paid all inclusive fixed time rates as follows: [to be inserted in the resulting contract]

Category	Estimated Time (hours)	All Inclusive Fixed Time Rate	Estimated Cost
Initial Contract Period: from date of Contract Award to one year later [date to be specified in the resulting contract]			
Independent Authority	200	\$ [redacted]	\$ [redacted]
Extended Contract Period 1 (If Option is Exercised): from the end of the Initial Contract Period to Six (6) months later [date to be specified in the resulting contract]			
Independent Authority	100	\$ [redacted]	\$ [redacted]
Extended Contract Period 2 (If Option is Exercised): from the end of the Extended Contract Period 1 to six (6) months later [date to be specified in the resulting contract]			
Independent Authority	100	\$ [redacted]	\$ [redacted]

For the purpose of this Contract, payment will be made for hours actually worked, with no provision for meal breaks, annual leave, statutory holidays and sick leave. If time worked is more or less than an hour, the all inclusive fixed hourly rate must be prorated to reflect the actual time worked.

Total Estimated Cost of Professional Fees: \$ _____ [to be specified in the resulting contract]

2.0 Cost Reimbursable Expenses

2.1 Authorized Travel and Living Expenses for Work

Concerning the requirements to travel described in the Statement of Work in Annex A, the Contractor will be paid for its authorized travel and living expenses reasonably and properly incurred in the performance of the Work done, delivered or performed outside of a radius of 100 kilometers of the Contractor’s residence/workplace, at cost, without any allowance for profit and administrative overhead, in accordance with the meal and private vehicle 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".

Canada will not accept travel and living expenses that may need to be incurred by the Contractor for any relocation of resources required to satisfy its contractual obligations.

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

The authorized travel and living expenses will be paid upon submission of an itemized statement supported by receipt vouchers. All payments are subject to government audit.

Total Estimated Cost of Authorized Travel and Living Expenses: [amounts to be inserted below in the resulting contract]

Initial Contract Period: \$ _ _



Extended Contract Period 1 (If Option is Exercised): \$
Extended Contract Period 2 (If Option is Exercised): \$

3.0 Total Estimated Cost: [amounts to be inserted below in the resulting contract]

Initial Contract Period: \$
Extended Contract Period 1 (If Option is Exercised): \$
Extended Contract Period 2 (If Option is Exercised): \$

With the exception of the all inclusive fixed time rates specified above, the amounts shown in this section of the annex are estimates only. Minor changes to the three estimates will be accepted for billing purposes as the Work proceeds, provided that these changes have prior approval by the Project Authority, and provided that the total estimated cost of the Contract does not exceed the Limitation of expenditure in clause 7.7.2 of the contract.



ANNEX "C", SECURITY REQUIREMENTS CHECK LIST



Government of Canada /
Gouvernement du Canada

Contract Number / Numéro du contrat W6369-23-X043
Security Classification / Classification de sécurité UNCLASSIFIED

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

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine	DND/CAF	
2. Branch or Directorate / Direction générale ou Direction	Office of the Judge Advocate General	
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 Provision of professional services as the independent authority for the permanent military court working group.		
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? 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 / Etranger <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 / A ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: Specify country(ies): / Préciser le(s) pays: <input type="checkbox"/>	Restricted to: / Limité à: Specify country(ies): / Préciser le(s) pays: <input type="checkbox"/>	Restricted to: / Limité à: Specify country(ies): / Préciser le(s) pays: <input type="checkbox"/>
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 / 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
UNCLASSIFIED





Contract Number / Numéro du contrat W6369-23-X043
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? 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 checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITE	<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 EMPLACEMENTS			

Special comments:
Commentaires spéciaux : _____

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

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? No / 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 À LA TECHNOLOGIE DE L'INFORMATION (TI)

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



Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat
W6369-23-X043

Security Classification / Classification de sécurité
UNCLASSIFIED

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

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.
Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.
Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET	NATO RESTRICTED NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET	CGSMC TOP SECRET OSDMC TRÈS SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET TRÈS SECRET
											A	B	C			
Information / Assets Renseignements / Biens	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Production	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Media / Support TI	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Link / Lien électronique	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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).



Signature page will be added in resulting contract



ANNEX “D”, NON-DISCLOSURE AGREEMENT

[Details to be inserted in the resulting contract]

I, _____, recognize that in the course of my work as a Contractor of _____, I may be given access to information by or on behalf of Canada in connection with the Work, pursuant to Contract _____ between His Majesty the King in right of Canada, represented by the Minister of National Defence and _____, including any information that is confidential, privileged, or proprietary to third parties, and information conceived, developed or produced by the Contractor as part of the Work. For the purposes of this agreement, information includes but not limited to: any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labeled as proprietary or sensitive, that is disclosed to a person or that a person becomes aware of during the performance of the Contract.

I agree that I will not reproduce, copy, use, divulge, release or disclose, in whole or in part, in whatever way or form any information described above to any person other than a person employed by Canada, or an agent of Canada, and on a need to know basis. I undertake to safeguard the same and take all necessary and appropriate measures, including those set out in any written or oral instructions issued by Canada, to prevent the disclosure of or access to such information in contravention of this agreement.

I also acknowledge that any information provided to the Contractor by or on behalf of Canada must be used solely for the purpose of the Contract and must remain the property of Canada or a third party, as the case may be.

I agree that the obligation of this agreement will survive the completion of the Contract _____.

Signature

Date



ANNEX “E” to PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

The Bidder accepts to be paid by any of the following Electronic Payment Instrument(s):

- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only);