



CANADA'S REPRESENTATIVE

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Request for Proposals (RFP)

for

Performance of the Work
described in the Statement of
Work of the draft contract.

TITLE Legal Services for the Embassy of Canada to the USA in Washington, DC	
SOLICITATION NUMBER 16-118882	DATE 13/10/2016
PROPOSAL DELIVERY In order for the proposal to be valid, it must be received no later than 2:00 PM on November 21, 2016 (as per Ottawa, Ontario) referred as the "Closing Date". Only electronic copies will be accepted and received at the following email address: Jonathan.Cheff@international.gc.ca Attention: Jonathan Cheff AAO Solicitation #: 16-118882 Bidders should ensure that their name, address, Closing Date, and solicitation number is clearly marked in the email subject/title.	



TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

1. Summary
- 1.2. Statement of Work
- 1.3. Definitions
- 1.4. Contract Documents
- 1.5. Priority of Documents
- 1.6. Applicable Laws
- 1.7. Entire Requirement
- 1.8. Validity of Proposal
- 1.9. Debriefings
- 1.10. Challenges
- 1.11. No Promotion of Bidders Interest

2. Capacity to Bid
 - 2.1 Legal Capacity
 - 2.2 Joint Venture
 - 2.3 Certifications

3. Bidding Instructions
 - 3.1. Submission of Proposals
 - 3.2 Language of Proposal
 - 3.3 Late Proposal
 - 3.4. Communications, Enquiries, Suggested Improvements
 - 3.5. Bid Costs
 - 3.6. Price Justification

4. Rights of Canada
 - 4.2. Rejection of Proposals
 - 4.3 Conflict of Interest- Unfair Advantage

5. Proposal Preparation Instructions
6. Evaluation Procedures and Basis of Selection
 - 6.1 Conduct of Evaluation
 - 6.2 Evaluation and Selection

- Section 1 Technical Proposal
 1. Mandatory Technical Criteria
 2. Point Rated Technical Criteria

- Section 2 Financial Proposal Instructions
 - 1.0 Firm Hourly Rates
 - 2.0 Financial Proposal Form/ Basis of Payment

- Section 3 – Draft Contract
 1. Statement of Work



2. Standard Clauses and Conditions
3. Security Requirement
4. Term of Contract
5. Authorities
6. Payment
7. Invoicing Instructions
8. Certifications
9. Applicable Laws
10. Priority of Documents
11. Personnel
12. Government Site Regulations
13. Anti-Terror
14. Foreign Nationals
15. Insurance Requirements

List of Annexes:

Annex "A" - Statement of Work

Annex "B" – Task Authorization Form



1. GENERAL INFORMATION

1.1. Summary

The Government of Canada, as represented by the Embassy of Canada in Washington, D.C. and the Canadian Consulates in the United States (collectively referred to as the “Canadian Missions”), requires local U.S. counsel to provide legal services for routine business matters on an as-needed basis.

Historically, Canadian Missions have requested legal assistance in the following areas of law: employment, contracts, tort, landlord and tenant issues, real property acquisition and disposition, diplomatic immunity, and consular matters.

Canada may award up to three (3) contracts for this requirement.

1.2. Statement of Work

The Work to be performed is detailed in the Statement of Work of the Draft Contract.

1.3. Definitions

"Applicable Tax" means any tax applicable in the jurisdiction of the Work;

"Canada", "Crown", or "the Government" means the Queen in right of Canada as represented by the Minister of Foreign Affairs, Trade and Development and any other person duly authorized to act on behalf of that minister.

“Bid” means proposal, and the terms can be used interchangeably in this document.

"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.

1.4. Contract Documents

The Draft Contract and the Statement of Work which the selected Bidder will be expected to execute is included with this Request for Proposal (RFP) at Annex A and B. Bidders are advised to review it in detail and identify any problematic clauses to Canada’s Representative in accordance with section 3.4 Communications, Enquiries and Suggested Improvements. Canada reserves the right not to make any amendment(s) to the Contract Documents before the Contract Award.



1.5. Priority of Documents

In the event of discrepancies, inconsistencies or ambiguities of the wording of the following documents, the document that appears first will prevail.

1. Request for Proposal (RFP)
2. Draft Contract
3. Section I, Technical Proposal
4. Section II, Price Proposal

1.6. Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario, Canada.

1.7. 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.

1.8. Validity of Proposal

Proposals will remain open for acceptance for a period of not less than one hundred and twenty (120) days from the closing date of the RFP, unless specified otherwise in RFP. Canada reserves the right to seek an extension of the proposal validity period from all responsive Bidders in writing, within a minimum of three (3) calendar days before the end of the proposal validity period. If the extension is accepted by all responsive Bidders, Canada will continue with the evaluation of the proposals. If the extension is not accepted by all responsive Bidders, Canada will, at its sole discretion, either continue with the evaluation of the proposals of those who have accepted the extension or cancel the solicitation.

1.9. Debriefings

Bidders may request a debriefing on the results of the RFP process, within thirty (30) calendar days upon notification of the process results. The debriefing may be in writing, by telephone or in person.

1.10. 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/>.

1.11. 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. CAPACITY TO BID

2.1. 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.

2.2. Joint Venture

2.2.1. A joint venture is an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred as a consortium, to bid together on a requirement. Bidders who bid as a joint venture must indicate clearly that it is a joint venture and provide the following information:

- a. the name of each member of the joint venture;
- b. the name of the representative of the joint venture, i.e. the member chosen by the other members to act on their behalf, if applicable;
- c. the name of the joint venture, if applicable.

2.2.2. If the information is not clearly provided in the proposal, the Bidder must provide the information on request from Canada's Representative.

2.2.3. The proposal and any resulting contract must be signed by all the members of the joint venture unless one member has been appointed to act on behalf of all members of the joint venture. Canada's Representative may, at any time, require each member of the joint venture to confirm that the representative has been



appointed with full authority to act as its representative for the purposes of the RFP and any resulting contract. If a contract is awarded to a joint venture, all members of the joint venture will be jointly and severally or solidarily liable for the performance of any resulting contract.

2.3. Certifications

2.3.1. The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Canada may declare a proposal non-responsive, or may declare a contractor in default, if any certification made by the Bidder is found to be untrue whether during the proposal evaluation period or during the contract period.

2.3.2. Canada's Representative will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with this request will also render the proposal non-responsive.

2.3.3. 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 Her Majesty*) or section 154.01 (*Fraud against Her 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 Her Majesty or section 418 (*Selling defective stores to Her Majesty*) of the [Criminal Code](#) of Canada, or
- c. section 462.31 (*Laundering proceeds of crime*) or
- d. sections 467.11 to 467.13 (*Participation in activities of criminal organization*) of the [Criminal Code](#) of Canada, or 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.

2.3.4. Former Public Servant

2.3.4.1. 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 with FPS, Bidders who are FPS must advise Canada's Representative and will be required to provide further information before contract award.

2.3.4.2. 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:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

2.3.5. Status and Availability of Resources

2.3.5.1. The Bidder certifies that, should it be awarded a contract as a result of the RFP, every individual proposed in its proposal will be available at the time specified in the RFP and available to perform the Work as required by the Contract. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its proposal, the Bidder may propose a



substitute with similar qualifications and experience. The Bidder must advise Canada 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.

2.3.5.2. If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from 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 proposal being declared non-responsive.

2.3.6. Education and Experience

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its proposal, 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.

2.3.7. Insurance Requirements

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in the United States stating that the Bidder has the requisite liability and other insurance coverage necessary to provide legal services in the United States.

If the information is not provided in the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.



3. BIDDING INSTRUCTIONS

3.1. Submission of Proposals

3.1.1. Proposals must be submitted only to the Department of Foreign Affairs, Trade and Development by the date, time and to the address indicated on page 1 of the RFP. Canada will not be responsible for proposals delivered to a different location.

3.1.2. By virtue of the Bidder submitting a proposal, which is received in writing and accepted by Canada, is considered by Canada to constitute a contract as it reflects those conditions proposed or agreed to in writing by the successful bidder.

3.1.3 Canada requires that each proposal, 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, the Departmental Representative will inform the Bidder of a time frame within which to provide the signature(s). Failure to comply with the request of the Departmental Representative and to provide the signature(s) within the time frame provided may render the bid non-responsive.

If a proposal is submitted by a joint venture, it must be in accordance with section 2.2, Joint Venture.

3.1.4 It is the Bidder's responsibility to:

a. obtain clarification of the requirements contained in the RFP, if necessary, before submitting a proposal;

b. prepare its proposal in accordance with the instructions contained in the RFP;

c. submit by closing date and time a complete proposal;

d. ensure that the Bidder's name, return address, and the RFP number are clearly visible on the envelope or the attachment(s) containing the proposal; and,



f. provide a comprehensible and sufficiently detailed proposal, including all requested pricing details, that will permit a complete evaluation in accordance with the criteria set out in the RFP.

3.1.5 Canada will make available Notices of Proposed Procurement (NPP), RFPs and related documents for download through the Government Electronic Tendering Service (GETS) Website: Buyandsell.gc.ca/tenders. Canada is not responsible and will not assume any liabilities whatsoever for the information found on websites of third parties. In the event an NPP, RFP or related documentation would be amended, Canada will not be sending notifications. Canada will post all amendments using GETS. It is the sole responsibility of the Bidder to regularly consult GETS for the most up-to-date information. Canada will not be liable for any oversight on the Bidder's part nor for notification services offered by a third party.

3.1.6 Proposals received on or before the stipulated RFP closing date and time will become the property of Canada and will not be returned, including those of unsuccessful Bidders. 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.

3.1.7 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.

3.1.8 A proposal cannot be assigned or transferred in whole or in part.

3.2 Language of Proposal

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

3.3 Late Proposal

Canada will inform the Bidder if their proposal is delivered after the stipulated RFP closing date and time. If hard copies were requested, Canada will return unopened proposals upon request or destroyed.



3.4 Communications, Enquiries, Suggested Improvements

1. All enquiries and suggested improvements must be submitted in writing only to the following email address: Jonathan.Cheff@international.gc.ca no later than 8 calendar days before the bid closing date. Enquiries and suggestions received after that time may not be answered.

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.

3. Should any Bidder consider that the specifications or Statement of Work contained in this RFP and Draft Contract can be improved technically or technologically, the Bidder is invited to make suggestions in writing to Canada's Representative. 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.

3.5 Bid Costs

No payment will be made for costs incurred in the preparation and submission of a proposal in response to the RFP. Costs associated with preparing and submitting a proposal, as well as any costs incurred by the Bidder associated with the evaluation of the proposal, are the sole responsibility of the Bidder.

3.6 Price Justification

At Canada's discretion and request, Bidders must provide, on Canada's request, one or more of the following price justification:

- a. a current published price list indicating the percentage discount available to Canada; or



- b. a copy of paid invoices for the like quality and quantity of the goods, services or both sold to other customers; or
- c. a price breakdown showing the cost of direct labour, direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, etc., and profit; or
- d. price or rate certifications; or
- e. any other supporting documentation as requested by Canada.

4 RIGHTS OF CANADA

4.1 Rights of Canada

Canada reserves the right to:

- a. reject any or all proposals received in response to the RFP;
- b. reject any proposals with conditional requirements;
- c. enter into negotiations with compliant Bidders on any or all aspects of their proposals;
- d. accept any proposal in whole or in part without negotiations;
- e. cancel the RFP at any time;
- f. reissue the RFP;
- g. if no responsive proposals are received and the requirement is not substantially modified, reissue the RFP by inviting only the Bidders who bid to resubmit proposals within a period designated by Canada.

4.2 Rejection of Proposals

1. Canada may reject a proposal where any of the following circumstances is present:

- a. the Bidder is bankrupt or where, for whatever reason, its activities are rendered inoperable for an extended period;



- b. evidence, satisfactory to Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Bidder, any of its employees or any subcontractor included as part of the proposal;
 - c. evidence satisfactory to Canada that based on past conduct or behavior, the Bidder, a subcontractor or a person who is to perform the Work is unsuitable or has conducted himself/herself improperly;
 - d. with respect to current or prior transactions with the Government of Canada:
 - i. Canada has exercised its contractual remedies of suspension or termination for default with respect to a contract with the Bidder, any of its employees or any subcontractor included as part of the proposal;
 - ii. Canada determines that the Bidder's performance on other contracts, including the efficiency and workmanship as well as the extent to which the Bidder performed the Work in accordance with contractual clauses and conditions, is sufficiently poor to jeopardize the successful completion of the requirement being bid on.
2. Where Canada intends to reject a proposal pursuant to a provision of subsection 1. (d), Canada's Representative will so inform the Bidder and provide the Bidder ten (10) calendar days within which to make representations, before making a final decision on the bid rejection.

4.3 Conflict of Interest - Unfair Advantage

1. In order to protect the integrity of the procurement process, Bidders are advised that Canada may reject a proposal in the following circumstances:
 - a. if the Bidder, any of its subcontractors, any of their respective employees or former employees were involved in any manner in the preparation of the RFP or in any situation of conflict of interest or appearance of conflict of interest;
 - b. if the Bidder, any of its subcontractors, any of their respective employees or former employees had access to information related to the RFP that was not available to other Bidders and that would, in Canada's opinion, give or appear to give the Bidder an unfair advantage.



2. The experience acquired by a Bidder who is providing or has provided the goods and services described in the RFP (or similar goods or services) will not, in itself, be considered by Canada as conferring an unfair advantage or creating a conflict of interest. This Bidder remains however subject to the criteria established above.

3. Where Canada intends to reject a proposal under this section, Canada's Representative will inform the Bidder and provide the Bidder an opportunity to make representations before making a final decision. Bidders who are in doubt about a particular situation should contact Canada's Representative before bid closing. By submitting a proposal, the Bidder represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Bidder acknowledges that it is within Canada's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

5 PROPOSAL PREPARATION INSTRUCTIONS

Canada request Bidders provide their proposal in a Soft copy format. If both soft and hard copies are submitted and there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

Proposal submissions must be made in accordance with the "Proposal Delivery" section indicated in the cover page, page 1 of this document.

Section I: to be labeled "**Technical Proposal**", 1 electronic copy

Section II: to be labeled "**Financial Proposal**", 1 electronic copy

Bidders must submit their Financial Proposal in accordance with Section II. Prices must appear in Section II only and must not be indicated in any other section of the proposal. Failure to comply will result in the proposal being declared non-compliant and rejected from further consideration. All the information required in the Financial Proposal must appear in a separate document and should be identified as the Financial Proposal. Financial Proposals will only be opened after the evaluation of the Technical Proposal is completed.

The requirement does not provide for exchange rate fluctuation protection. Any request for exchange rate fluctuation protection will not be considered and may render the proposal non-responsive.

Section III: to be labeled "**Certifications**"; 1 Soft copy;

Bidders must submit the certifications required under 2.13 Certifications.



Canada request Bidders follow the specifications format instructions described below in the preparation of their bid:

- (a) Attachments are to be in a Portable Document Format (.pdf) software application;
- (b) Total electronic submission size cannot exceed 10 **megabytes**;
- (c) Minimum type face of 10 points.
- (d) All material must be formatted to print on 8.5" x 11" or A4 paper.
- (e) For clarity and comparative evaluation, the Bidder should respond using the same subject headings and numbering structure as in this RFP document.



6 EVALUATION PROCEDURES AND BASIS OF SELECTION

6.1 Conduct of Evaluation

1. In conducting its evaluation of the proposals, Canada may, but will have no obligation to, do the following:

- a. seek clarification or verification from Bidders regarding any or all information provided by them with respect to the RFP;
- b. contact any or all references supplied by Bidders to verify and validate any information submitted by them;
- c. request, before award of any contract, specific information with respect to Bidders' legal status;
- d. conduct a survey of Bidders' facilities and/or examine their technical, managerial, and financial capabilities to determine if they are adequate to meet the requirements of the RFP;
- e. where unit pricing is used for evaluation purposes, correct any error in the extended pricing of proposals by using unit pricing and any error in quantities in proposals to reflect the quantities stated in the RFP; in the case of error in the extension of prices, the unit price will govern.
- f. verify any information provided by Bidders through independent research, use of any government resources or by contacting third parties;
- g. interview, at the sole costs of Bidders, any Bidder and/or any or all of the resources proposed by Bidders to fulfill the requirement of the RFP.

2. Bidders will have the number of days specified in the request by Canada's Representative to comply with any request related to any of the above items. Failure to comply with the request may result in the proposal being declared non-responsive.

6.2 Evaluation and Selection

1. A bid must comply with all mandatory and point-rated requirements of the bid solicitation to be declared responsive. The responsive bid with the highest score will be recommended for award of a contract.



2. An evaluation team composed of a majority of representatives of Canada will evaluate the proposals.

Neither the valid proposal that scores the highest number of rating points, nor the one that contains the lowest cost estimate will necessarily be accepted.

The selection of the contractor will be made on the basis of the best overall value to the crown in terms of technical merit and costs, which will be determined by dividing the proposed total costs of the initial contract, including options to extend, if applicable, by the total technical score, to establish the lowest cost per point.

THE FOLLOWING TABLE IS FOR ILLUSTRATIVE PURPOSES ONLY

Bidder	Quoted Price Excluding Taxes	Total Technical Points	Cost Per Point
Bidder 1	\$75,000.00	78	\$ 961.54 per point
Bidder 2	\$92,000.00	83	\$1,108.44 per point
*Bidder 3	\$81,000.00	88	\$ 920.46 per point

*In the above scenario, Bidder #3 would be declared the successful bidder.



SECTION I

TECHNICAL PROPOSAL

The Bidder must provide the necessary documentation to support compliance with this requirement.

- a. The Bidder is advised that only listing experience without providing any supporting data to describe where and how such experience was obtained will not constitute “demonstrated” for the purpose of the evaluation
- b. The Bidder/Firm must clearly demonstrate in the proposal how the experience was gained or knowledge was attained, supported by resumes and any necessary supporting documentation
- c. The Bidder/Firm must provide complete details as to where, when and how (through which activities/responsibilities) the stated qualifications/experience were obtained. In order to demonstrate when experience was obtained, the bidder must indicate the duration of such experience, specifying the start and end dates (month and year at a minimum). In the case where the timelines of two or more projects or experience overlap, the duration of time common to each project/experience will not normally be counted more than once
- d. It is recommended that the Bidder/Firm include a grid in their proposals, cross-referring statements of compliance with the supporting data and resume evidence contained in their proposals. Note: the compliance grid, by and of itself DOES NOT constitute demonstrated evidence. As stated in bullet “b” above, the resumes and supporting documentation will be accepted as evidence.

References bidders provide to Canada are subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Departmental Representative will have the right to ask for additional information to verify bidders' references before award of a contract. The bid will be declared non-responsive if any reference made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the request of the Departmental Representative for additional information will also render the bid non-responsive.

For Mandatory Technical Criteria and Point Rated Technical Criteria listed below which requires Project Summaries, the Bidder and its proposed resource(s) must demonstrate experience using project descriptions which include:

- Name and description of client organization
- Name, phone number, email address of client reference



- Scope, objective, size in dollars and resources, project timeframe (from-to dates month/year)
- Overview of quality assurance and quality control process performed by the firm
- Outcomes of the project
- Description of the Consultant roles and responsibilities in the project.

1.0. Mandatory Technical Criteria

The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.

Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

MANDATORY REQUIREMENTS	PASS/FAIL	PAGE REFERENCE
1) Bidder must be a law firm with a physical office in the Washington, D.C. area (i.e. D.C. or the immediately adjoining areas in MD and VA).		
2) Bidder must demonstrate that they have at least ten (10) years of experience providing legal services in the area(s) of law for which they are submitting a bid. Bidders must indicate which of the following areas of law they are bidding on: a) Real Estate b) Employment c) Commercial Law, Trade and Other.		
3) The Bidder’s client list must include U.S. federal government departments/agencies or foreign governments/agencies. The Bidder must have provided service to the above named clients on at least four (4) occasions per year for the past five (5) years.		



2.0. Point Rated Technical Criteria

Bids which meet all the mandatory technical criteria will be evaluated and scored as specified in the tables inserted below.

Bids which fail to obtain the required minimum number of points specified will be declared non-responsive. Each point rated technical criterion should be addressed separately

Point-Rated Requirements – Bidders should complete the section(s) for which they are bidding only. For instance, if a bidder is only bidding to provide employment law services, they should complete Stream 2 only. Bidders may choose to bid on all services listed in Section B which include:

- (a) Stream 1: Real Estate Law
- (b) Stream 2: Employment Law
- (c) Stream 3: Commercial Law, Trade and Other



Section B: Point-Rated Requirements

Rating Table	
Percentage of Available Points	Basis for Percentage Distribution
0%	The response is deficient. Bidder receives 0% of the available points for this element.
50%	The response includes some information, but is also missing a substantial amount of information. Some elements poorly described. Bidder receives 50% of the available points for this element.
70%	The response includes most of the information required to be complete meeting the established minimum and contains no significant weaknesses. Bidder receives 70% of the available points for this element.
85%	The response includes a substantive amount of the information required to be complete and contains some value added elements. Bidder receives 85% of the available points for this element.
100%	The response includes substantial details demonstrating a complete and thorough understanding of the requirement. Bidder receives 100% of the available points for this element.
This Rating Table applies to Point Rated Technical Criteria 2 and 3.	



Table 1			
#	Point Rated Technical Criteria	Minimum Number of Points Required	Maximum Number of Points
RT1	CORPORATE INFORMATION	n/a	15
RT2	CLIENT SERVICES	n/a	20
RT3	QUALITY OF BIDDER'S OVERALL PROPOSAL	n/a	10
RT4	LEGAL EXPERIENCE STEAM 1 REAL ESTATE	n/a	40
RT5	LEGAL EXPERIENCE STEAM 2 EMPLOYMENT LAW	n/a	40
RT6	LEGAL EXPERIENCE STEAM 3 COMMERCIAL LAW	n/a	40

Table 2	
Overall Maximum Points Available =	165
Overall Minimum Points per stream (including general criteria)=	59.5



All Streams:

POINT-RATED REQUIREMENTS	POINT ALLOCATION	SCORE
<p>1) CORPORATE INFORMATION</p> <p>(a) Bidder should provide the following information:</p> <ul style="list-style-type: none"> i) number of attorneys at your firm and office location(s)/address ii) practice areas and jurisdictions where admitted to practice; and iii) list of relevant clients including government entities (domestic or foreign). Indicate the duration of client relationship and types of services provided to client. <p>(15points maximum)</p>	<p>i) Bidders with offices in cities where Canadian Missions are located will be assigned additional points. Mission-based cities include:</p> <ul style="list-style-type: none"> • Los Angeles = 1 point • New York = 1 point <p>(1/2 point for each city listed below)</p> <ul style="list-style-type: none"> • Denver • Detroit • Seattle • San Francisco • Houston • Miami • Minneapolis • Boston • Dallas • Palo Alto • Atlanta • Chicago <p>(Maximum 5 points)</p> <p>ii) Bidders will be evaluated based on their prior relevant experience with government clients (preferably foreign governments) and the relevancy of the services offered to such clients.</p> <p>Substantially 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>	



	(Maximum 10 points)	
<p>2) CLIENT SERVICES</p> <p>Describe why your firm is ideally suited to provide legal services to the Government of Canada.</p> <p>Comment on the following:</p> <ul style="list-style-type: none"> • How the Government of Canada’s account will be handled by your firm to ensure that it receives prompt, personal, efficient, and high quality service; • Name the key representative for the Embassy Account; • Response time for urgent requests/inquiries; <p>(20 points maximum)</p>	<p>Bidder’s response should demonstrate that the Government of Canada will receive high quality, competent, and responsive service from the Bidder. See Rating Table on page 21. Up to 15 points</p> <p>Bidders who can provide the names of key firm contacts (attorney and administrative) will be awarded up to five (5) points.</p>	
<p>3) QUALITY OF BIDDER’S OVERALL PROPOSAL</p> <p>Bidder’s proposal demonstrates a sound understanding of the requirements of the Canadian Missions and a clear ability to provide services to meet those needs.</p> <p>(10 points maximum)</p>	<p>The Bidder should demonstrate a complete understanding of the requirements listed in Statement of Work. Points will be awarded to Bidder based on the clarity, comprehensiveness, presentation, and substantiated content of their bid submission.</p> <p>See Rating Table on page 21.</p>	
TECHNICAL SCORE (TOTAL OUT OF 45)		



Stream 1 Real Estate Law:

<p>1) LEGAL EXPERIENCE</p> <p>(a) Describe in detail the firm's expertise in Real Estate Law. the response should include information on:</p> <ul style="list-style-type: none">• years of experience• breadth of experience• types of matters• range of clients, and• list of US states for which Bidder has performed legal work <p>(40 points maximum)</p>	<p>Bidders will be evaluated based on relevant legal experience</p> <p>15+ years' experience and range in area of law for clients similar to the Canadian Missions (35-40 points)</p> <p>10 to <15 years' experience and range in area of law for clients similar to the Canadian Missions (25-34 points)</p> <p>5 to <10 years' experience and range in area of law for clients similar to the Canadian Missions (20-24 points)</p> <p><5 years' experience and range in area of law for clients similar to the Canadian Missions (<20 points)</p>
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Stream 2 Employment Law:

<p>1) LEGAL EXPERIENCE</p> <p>Describe in detail the firms expertise in Employment law for which you are submitting a bid. Your response should include information on:</p> <ul style="list-style-type: none">• years of experience• breadth of experience• types of matters• range of clients, and• list of US states for which Bidder has performed legal work <p>(40 points maximum)</p>	<p>Bidders will be evaluated based on relevant legal experience</p> <p>15+ years' experience and range in area of law for clients similar to the Canadian Missions (35-40 points)</p> <p>10 to <15 years' experience and range in area of law for clients similar to the Canadian Missions (25-34 points)</p> <p>5 to <10 years' experience and range in area of law for clients similar to the Canadian Missions (20-24 points)</p> <p><5 years' experience and range in area of law for clients similar to the Canadian Missions (<20 points)</p>
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Stream 3 Commercial and Trade Law

<p>1) LEGAL EXPERIENCE</p> <p>Describe in detail the firms expertise in Commercial law for which you are submitting a bid. Your response should include information on:</p> <ul style="list-style-type: none">• years of experience• breadth of experience• types of matters• range of clients, and• list of US states for which Bidder has performed legal work <p>(40 points maximum)</p>	<p>Bidders will be evaluated based on relevant legal experience</p> <p>15+ years' experience and range in area of law for clients similar to the Canadian Missions (35-40 points)</p> <p>10 to <15 years' experience and range in area of law for clients similar to the Canadian Missions (25-34 points)</p> <p>5 to <10 years' experience and range in area of law for clients similar to the Canadian Missions (20-24 points)</p> <p><5 years' experience and range in area of law for clients similar to the Canadian Missions (<20 points)</p>
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SECTION II - FINANCIAL PROPOSAL INSTRUCTIONS

Firm Hourly Rates

1. Bidders must quote Hourly Rates in USD on the attached form Financial Proposal Form. The Hourly Rates must include, but not necessarily be limited to, all costs resulting from the performance of the Work as described in this RFP, all costs resulting from the performance of any additional Work described in the Bidder's Proposal (unless clearly described as an option).
2. The Contractor will be reimbursed for the authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for overhead or profit, in accordance with the meal, private vehicle and incidental expense allowances specified in Appendices B, C and D of the Treasury Board of Canada Travel Directive, as amended from time to time, and with the other provisions of the directive referring to "travellers", rather than those referring to "employees". All travel must have the prior authorization of the Departmental Representative. All payments are subject to government audit.
3. All payments will be made according to the terms of payment set out in the Draft Contract.



1.0. FINANCIAL PROPOSAL FORM / BASIS OF PAYMENT

Name of Bidder:

Address:

Contact Person:

Phone number: () -

Email:

Firm Hourly Rate

The Contractor will be paid firm all-inclusive hourly rates as follows, for work performed in accordance with the Contract. Any Applicable Tax is extra. For evaluation purposes, all proposed rates will be added to determine total Firm Hourly Rate (USD). Bidders should only provide the hourly rates for Legal Streams that they are bidding on.

Note that the hourly rate shall remain fixed and unchanged for a minimum two year period under this contract.

Bidders should complete the areas below highlighted in yellow.

Name/ Position	Estimated # of hrs./yr	Firm Hourly Rate (USD) for Years 1 & 2	Total for Hours X Rate	Firm Hourly Rate (USD) for Year 3 & 4	Total for # hours X hourly rate
STREAM 1: Real Estate Law					
Name: Partner	40 hours	\$	A=\$	C=\$	\$
Name: Associate	40 hours	\$	B=\$	D=\$	\$
Annual Total for Year 1 (A+B)			\$		
Annual Total for Year 2 (A+B)			\$ (same as above)		
Annual Total for Year 3 (C+D)					\$



Annual Total for Year 4 (C+D)	\$ (same as above)
Total Contract Value (Year 1+Year 2+Year 3+Year 4)	

STREAM 2: Employment Law

Name: Partner	40 hours	\$	A=\$	C=\$	\$
Name: Associate	40 hours	\$	B=\$	D=\$	\$
Annual Total for Year 1 (A+B)			\$		
Annual Total for Year 2 (A+B)			\$ (same as above)		
Annual Total for Year 3 (C+D)					\$
Annual Total for Year 4 (C+D)					\$ (same as above)
Total Contract Value (Year 1+Year 2+Year 3+Year 4)					

STREAM 3: Commercial Law

Name: Partner	40 hours	\$	A=\$	C=\$	\$
Name: Associate	40 hours	\$	B=\$	D=\$	\$
Annual Total for Year 1 (A+B)			\$		
Annual Total for Year 2 (A+B)			\$ (same as above)		



Annual Total for Year 3 (C+D)	\$
Annual Total for Year 4 (C+D)	\$ (same as above)
Total Contract Value (Year 1+Year 2+Year 3+Year 4)	

Total Estimated Performance Cost for Stream 1: \$
Total Estimated Performance Cost for Stream 2: \$
Total Estimated Performance Cost for Stream 3: \$

NOTES

- * Please note that Bidders must provide a firm hourly rate that will be fixed for a two year period (minimum).
- **The estimated hours are an estimate only and not a guarantee of the hours that will be required under the final contract.
- *** The purpose of the Financial Proposal chart is to estimate the Government of Canada’s total annual cost for legal services under this RFP.

Print Name and Capacity

Date



DRAFT CONTRACT

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

1. Statement of Work

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

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 issued by Public Works and Government Services Canada, available at the following website:

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>

2.1 General Conditions

2035 (2016-04-04) General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

They can be viewed at the following website:

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/2035/16>

Subsection 01 of the 2035 General Conditions, is amended as follows:

Delete: the Minister of Public Works and Government Services

Replace by: the Minister of Foreign Affairs

3. Security Requirement

3.1 There are not security requirements in this contract.

4. Term of Contract **[to be filled in by Contract Authority at contract award]**

4.1 Period of the Contract

The period of the Contract is from _____ to _____ inclusive.

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 three (3) additional periods of one year each 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 thirty (30) 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.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Jonathan Cheff
Contracting Specialist
Foreign Affairs, Trade and Development Canada
Mission Procurement Operations (AAO)
125 Sussex Drive, Ottawa, ON, K1A 0G2

Telephone: (343) 203-2570

E-mail: Jonathan.Cheff@international.gc.ca

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

5.2 Project Authority **[to be filled in by Contract Authority at contract award]**

The Project Authority for the Contract is:

Name: _____

Title: _____

Organization: _____

Branch and/or Directorate: _____

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.



5.3 Contractor's Representative [to be filled in by Contract Authority at contract award]

Name: _____

Title: _____

Telephone: ____-____-_____

Facsimile: ____-____-_____

E-mail address: _____

6. Payment

6.1 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.

6.2 Limitation of Expenditure [to be filled in by Contract Authority at contract award]

Canada's total liability to the Contractor under the Contract must not exceed \$ _____ in United States Dollars (USD). Customs duties are included and Goods and Services Tax, Harmonized Sales Tax, Value Added Tax or other legal tax is extra, if applicable.

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
- b) four (4) months before the contract expiry date, or
- c) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

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

6.3 Value Added Tax (VAT) or other Legal Taxes

All prices and amounts of money in the Contract are exclusive of VAT or other legal taxes as applicable, unless otherwise indicated. The Value Added Tax (VAT) or



other legal taxes, whichever is applicable, is extra to the price herein and will be paid by Canada.

The estimated VAT or other legal taxes is included in the total estimated cost on page 1 of Contract. VAT, or other legal taxes to the extent applicable, will be incorporated into all invoices and progress claims and shown as a separate item on invoices and progress claims. All items that are zero-rated, exempt or to which the VAT or other legal taxes does not apply, are to be identified as such on all invoices. The Contractor agrees to remit to the appropriate Government Agency any amounts of VAT or other legal taxes paid or due.

6.4 Inspection and Acceptance

The Project Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

6.5 Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- (a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- (b) all such documents have been verified by Canada;
- (c) the Work performed has been accepted by Canada.

6.6 Discretionary Audit

The following are subject to government audit before or after payment is made:

- (a) The amount claimed under the Contract, as computed in accordance with the Basis of Payment, including time charged.
- (b) The accuracy of the Contractor's time recording system.
- (c) The estimated amount of profit in any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier, for which the Contractor has provided the appropriate certification. The purpose of the audit is to determine whether the actual profit earned on a single contract if only one exists, or the aggregate of actual profit earned by the Contractor on a series of negotiated contracts containing one or more of the prices, time rates or multipliers mentioned above, during a particular period selected, is reasonable and justifiable based on the estimated amount of profit included in earlier price or rate certification(s).



(d) Any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier for which the Contractor has provided a "most favored customer" certification. The purpose of such audit is to determine whether the Contractor has charged anyone else, including the Contractor's most favoured customer, lower prices, rates or multipliers, for like quality and quantity of goods or services.

Any payments made pending completion of the audit must be regarded as interim payments only and must be adjusted to the extent necessary to reflect the results of the said audit. If there has been any overpayment, the Contractor must repay Canada the amount found to be in excess.

7. Invoicing Instructions

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

- (a) a copy of the monthly progress report(s);
- (b) a copy of the monthly report indicating the names, addresses, classifications of employment and work of all workers employed under the Contract, the rate of wages to be paid, the wages paid, the daily hours worked by the workers and, whether any wages in respect of the said work and labour remain in arrears.

Invoices must be distributed as follows: The original and one (1) copy must be forwarded to the Project Authority for certification and payment.

8. Certifications

8.1 Compliance

Compliance with the certifications and related documentation provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification, provide the related documentation or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

9. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario, Canada; however, the Contractor must comply with all local laws, statutes, regulations pertaining to or otherwise affecting his/her performance at the work site.

10. Priority of Documents

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



- (a) the Articles of Agreement;
- (b) the general conditions 2035 (2016-04-04) Higher Complexity Services;
- (c) Annex "A", Statement of Work;
- (d) Annex "B", Basis of Payment;

11. Personnel

DFATD reserves the right to conduct periodic background checks on personnel employed or subcontracted by the Contractor. DFATD reserves the right, in its sole discretion but always acting reasonably, to decide that personnel employed or subcontracted by the Contractor are unsuitable. In such circumstances, the Contractor shall ensure that personnel are removed from property and replaced with personnel suitable to DFATD.

12. Government Site Regulations

The Contractor must comply with all regulations, instructions and directives in force on the site where the Work is performed.

13. Anti-terror

The Contractor shall not use the funds for the purpose of any payment to persons or entities, or for the supply of goods, if such payment or supply to the Contractor's knowledge or belief, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations or is made, directly or indirectly, to finance, support, facilitate or benefit a terrorist or a terrorist group listed under the Canadian Criminal Code, the United Nations Al-Qaida and Taliban Regulations or the Regulations Implementing the United Nations Resolutions on the Suppression of Terrorism. If the Contractor breaches the above, DFATD shall terminate this Contract immediately without notice or any further obligation to the Contractor. The Contractor shall immediately refund to the Receiver General of Canada via DFATD all unspent funds provided under this Contract.

14. Foreign Nationals

The Contractor must comply with immigration legislation applicable to foreign nationals entering Costa Rica to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Costa Rica to fulfill the Contract, the Contractor should immediately contact the nearest embassy, consulate or commission to obtain instructions, information on citizenship and immigration requirements and any required documents. The Contractor is responsible to ensure that foreign nationals have the required information, documents and authorizations before performing any work under the Contract. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

15. Insurance Requirements

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.

16.1 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.

16.2 Task Authorization Process

1. The Project Authority will provide the Contractor with a description of the task using the "Task Authorization" form specified in Annex B.
2. The Task Authorization (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 and methods of payment as specified in the Contract.
3. The Contractor must provide the Project Authority, within 3 Business 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 Contractor must not commence work until a TA authorized by the Project Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

16.3 Task Authorization Limit

The Project Authority may authorize individual task authorizations up to a limit of \$5,000 USD Applicable Taxes included, inclusive of any revisions.

Any task authorization to be issued in excess of that limit must be authorized by the Contracting Authority before issuance.

16.4 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 \$1.00 USD



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 Contractor at the end of the Contract in accordance with paragraph 3. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the 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 Contracting Authority.
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 Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.
4. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

16.5 Periodic Usage Reports - Contracts with Task Authorizations

The Contractor must compile and maintain records on its provision of services to the federal government under authorized Task Authorizations issued under the Contract.

The Contractor 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 Contractor must still provide a "nil" report.

The data must be submitted on a quarterly basis to the Contracting Authority.

The quarterly periods are defined as follows:

1st quarter: April 1 to June 30;

2nd quarter: July 1 to September 30;

3rd quarter: October 1 to December 31; and

4th quarter: January 1 to March 31.

The data must be submitted to the Contracting Authority no later than 10 calendar days after the end of the reporting period.

Reporting Requirement- Details

A detailed and current record of all authorized tasks must be kept for each contract with a task authorization process. This record must contain:

For each authorized task:

- i. the authorized task number or task revision number(s);



- ii. a title or a brief description of each authorized task;
- iii. the total estimated cost specified in the authorized Task Authorization (TA) of each task, exclusive of Applicable Taxes;
- iv. the total amount, exclusive of Applicable Taxes, expended to date against each authorized task;
- v. the start and completion date for each authorized task; and
- vi. the active status of each authorized task, as applicable.

For all authorized tasks:

- i. the amount (exclusive of Applicable Taxes) specified in the contract (as last amended, as applicable) as Canada's total liability to the contractor for all authorized TAs; and
- ii. the total amount, exclusive of Applicable Taxes, expended to date against all authorized TAs.



ANNEX A – STATEMENT OF WORK

1. BACKGROUND

The Government of Canada, as represented by the Embassy of Canada in Washington, D.C. and the Canadian Consulates in the United States (collectively referred to as the “Canadian Missions”), requires local U.S. counsel to provide legal services for routine business matters on an as-needed basis.

Historically, Canadian Missions have requested legal assistance in the following areas of law: employment, contracts, tort, landlord and tenant issues, real property acquisition and disposition, diplomatic immunity, and consular matters.

2. OBJECTIVE

The objective of this Request for Proposal (RFP) is to identify local U.S. counsel who can provide competent legal services with care, skill, diligence, professionalism, confidentiality and efficiency on an as-needed basis to the Canadian Missions. The Embassy may contract with one or more bidders.

3. LOCATION OF WORK, WORK SITE AND DELIVERY POINT

The successful bidder (“Contractor”) shall conduct the work stated in this Statement of Work at the Contractor’s site of business. The Contractor must be able to attend in-person meetings, where reasonably possibly, as requested by the Canadian Missions.

4. SCOPE OF WORK

4.1 Tasks, Activities, Deliverables and Milestones

4.1.1. The Contractor shall provide legal advice on matters including, but not limited to:

A. Real Estate

- (i) Tenancy issues between local landlords and Canada-Based Staff (Lessee); and
- (ii) Acquisition and disposition of real property in the US.

B. Employment



- (i) Employment-related issues with regard to Locally-Engaged Staff at the Canadian Missions

C. Commercial Law, Trade Law and Other

- (i) Commercial and contracting matters between the Canadian Missions and local suppliers/vendors;
- (ii) Issues relating to local government including regulatory matters;
- (iii) Special projects conducted by the Canadian Missions; and
- (iv) Any other related matter that may arise at the Canadian Mission.

All items described in Section 4.1.1 will be collectively referred to as the “Work”.

4.1.2 Deliverables:

A. In the performance of the Work, the Contractor must provide the following as-needed:

- (ii) Legal research;
- (iii) Oral and written opinions;
- (iv) Legal memos; and
- (v) Referrals or other legal services.

4.2 Legal Team

The Work shall be assigned to the members and employees (attorneys and paralegals) of the Contractor based on the pre-negotiated rates listed in Appendix “B”: Rate Schedule.

Work can be performed by attorneys and paralegals not listed in the Rate Schedule provided that such individuals are members or employees of the Contractor with experience and rates comparable to those listed in Appendix “B”. The Canadian Mission reserves the right to request evidence of comparable experience for such unlisted members and/or employees.

The Contractor cannot subcontract the work to other firms unless pre-authorized by the Project Authority.

4.3 Disbursements

4.3.1 The Contractor will be reimbursed for necessary disbursements incurred in connection with a matter, including necessary travel expenses and meal expenses,



which shall be in accordance with the National Joint Council's Travel Directive (<http://www.njc-cnm.gc.ca/directive/index.php?vid=10&lang=eng>). All disbursements of US\$100.00 or more must be supported by proof of payment at the time of invoice. An example of such payment can include a computer printout for charges such as telephone calls, faxes, and taxis charged to a Canadian Mission matter.

4.3.2 Further to Section 5 of this Statement of Work, the Contractor must submit separate invoices for each legal matter. The invoice must include the date, invoice number, name of the matter, matter number, attorney/paralegal name, hourly rate, name of Canadian Mission and contact person at Mission who initiated the request, and itemized list of billable hours including a brief description of work performed.

4.4 Confidentiality

4.4.1. Definition

"Confidential information" means:

- i) all information and materials in whatever the form of storage medium, whether or not specifically identified as confidential, including without limitation, proprietary or other confidential information of a third party or of Canada;
- ii) information that is confidential to Canada including, without limitation, draft policy or guidance documents, legal opinions, briefing notes, correspondence, memoranda, analyses, research, spreadsheets, data, studies, photographs and conversations; and
- iii) other information or documents that Canada will provide directly or indirectly to the Contractor, by, on behalf of, or for the benefit of Canada, during meetings, telephone calls, correspondence or otherwise.

4.4.2 Confidential information disclosed to the Contractor shall be:

- i) held in confidence and in trust by the Contractor;
- ii) used by the Contractor solely for the purpose of fulfilling the Contractor's role and for no other purpose whatsoever; and
- iii) safeguard by the Contractor using all reasonable measures and taking such action as may be appropriate or as instructed by Canada to prevent unauthorized access, use or disclosure to a third party.

4.4.3 Third parties – The Contractor must not disclose, publish or disseminate, in any manner whatsoever, any Confidential information to any third party.

4.4.4 No waiver or privilege – The Contractor acknowledges that the Confidential information is the exclusive property of Canada or of a third party, as the case may be, and that nothing herein contained shall be construed as an intention to or as a waiver of



any of the rights, title or privilege they may have in respect of any of the Confidential information.

4.4.5 Common Law Duty of Confidentiality – Nothing in this Confidential Agreement derogates, displaces or otherwise diminishes the common law or equitable duty of confidentiality applicable to the Contractor concerning the Confidential information.

4.4.6 Confidentiality exclusions

Specific exclusions – The Contractor’s obligation to protect Confidential information hereunder does not apply to Confidential information in the following circumstances:

- i) In the public domain – the Confidential information is now or becomes, through no act or failure to act on the part of the Contractor, generally known or available to the public without breaching this Confidentiality Agreement;
- ii) Judicial / Administrative Order – the Confidential information is required to be disclosed to the extent necessary to comply with the requirements of applicable law or regulation, including, without limitation, the Access to information Act of Canada, provided that the Contractor first provides Canada with notice of such requirements and of its intent to disclose the information.

4.4.7 Return of Confidential information

Upon demand from Canada, the Contractor shall immediately return to Canada any and all Confidential information in his or her possession and any notes, reports or other materials prepared by the Contractor from Confidential information. No copies or extracts of the Confidential information may be retained.

4.4.8 Remedies

The Parties agree and the Contractor acknowledges that Canada is entitled to equitable relief, including injunction and specific performance, in the event of any breach by the Contractor of any provisions of this Confidentiality Agreement in addition to any other remedies available to Canada.



ANNEX “B”

<u>TASK AUTHORIZATION FORM</u> <u>FORMULAIRE D’AUTORISATION DE TÂCHE</u>	
Contract Number - Numéro du contrat	#
Task Authorization (TA) No. – N° de l'autorisation de tâche (AT)	
Contractor's Name and Address - Nom et adresse de l'entrepreneur	
Original Authorization / Total Amount of TA - Autorisation originale	
Total Firm Lot Price of Task Authorization (VAT included)	\$
Required Work - Travaux requis <i>The content of sections A and B below must be in accordance with the Contract. Le contenu des sections A, B, C et D ci-dessous doit être conforme au contrat.</i>	
SECTION A - Description of Tasks and Deliverables - Description de tâches et de	
SECTION B - Cost Breakdown of Task(s) - Ventilation du coût de la tâche	



TA Authorization - Authorization AT

Financial Authority – Autorité financière

**Certified pursuant to Section 32 of the Financial Administration Act (Column 1);
and,**

**Approved in accordance with DFATD *Delegation of Financial Signing Authority,
Financial Administration Act (expenditure initiation, column 2-20)***

Name of Financial Authority - Nom de l'autorité financière

Signature _____

Date _____

Project Authority's Signature – Signature de Chargé de Projet

Work Authorization: Work is hereby authorized

Name of Project Authority - Nom du chargé de projet

Signature _____

Date _____

Contracting Authority's Signature – Signature de l'autorité contractante

FOR TA'S ABOVE \$5,000 USD INCLUDING GST, HST OR VAT

**The DFATD Contracting Authority certifies that the content of this TA is in
accordance with the Contract.**

**En apposant sa signature sur cette AT, l'autorité contractante de MAECD atteste
que le contenu de cette AT respecte les conditions du contrat.**

Name of DFATD Contracting Authority - Nom de l'autorité contractante de MAECD

Signature _____

Date _____

Contractor's Signature - Signature de l'entrepreneur

**We hereby agree to complete the work defined herein and deliver the work in
accordance with Contract.**

Name and title of individual authorized to sign for the Contractor

Nom et titre de la personne autorisée à signer au nom de l'entrepreneur

Signature _____

Date _____