



**REQUEST FOR PROPOSAL /  
DEMANDE DE PROPOSITION**

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

By e-mail to:  
Sarah.Hadi@forces.gc.ca

Director Services Contracting (D Svcs C) 3-3-2

Attention: Sarah Hadi

**Proposal To: National Defence Canada**

We hereby offer to sell to Her Majesty the Queen 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 Sa Majesté la Reine 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 indiqué(s).

<b>Title / Titre:</b> Military Judge Compensation Committee (MJCC) - Executive Secretary	<b>Solicitation No / No de l'invitation:</b> W6369-21-A064/A
<b>Date of Solicitation / Date de l'invitation:</b> 15 January 2021	
<b>Address Enquiries to – Adresser toutes questions à:</b>  Sarah Hadi	
<b>Telephone No. / N<sup>o</sup> de téléphone:</b>	<b>FAX No / No de fax:</b>
<b>Destination:</b> See Herein	

**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

**Solicitation Closes /  
L'invitation prend fin:**

At / à : 14:00, Eastern Standard Time

On / le : 15 February 2021

<b>Delivery required / Livraison exigée:</b>	<b>Delivery offered / Livraison proposée:</b>
<b>Vendor Name and Address / Raison sociale et adresse du fournisseur:</b>	
<b>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):</b>	
<b>Name / Nom:</b> _____	<b>Title / Titre:</b> _____
<b>Signature:</b> _____	<b>Date:</b> _____



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## TABLE OF CONTENTS

<b>PART 1 - GENERAL INFORMATION</b>	<b>3</b>
1.1 INTRODUCTION	3
1.2 SUMMARY	3
1.3 DEBRIEFINGS	4
<b>PART 2 - BIDDER INSTRUCTIONS</b>	<b>5</b>
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS	5
2.2 SUBMISSION OF BIDS	6
2.3 FORMER PUBLIC SERVANT	6
2.4 ENQUIRIES - BID SOLICITATION	8
2.5 APPLICABLE LAWS	8
2.6 BID CHALLENGE AND RECOURSE MECHANISMS	8
<b>PART 3 - BID PREPARATION INSTRUCTIONS</b>	<b>9</b>
3.1 BID PREPARATION INSTRUCTIONS	9
3.2 SECTION I: TECHNICAL BID	9
3.3 SECTION II: FINANCIAL BID	9
3.4 SECTION III: CERTIFICATIONS	10
3.5 SECTION IV: ADDITIONAL INFORMATION	10
<b>ATTACHMENT 1 TO PART 3 - PRICING SCHEDULE</b>	<b>11</b>
<b>PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION</b>	<b>12</b>
4.1 EVALUATION PROCEDURES	12
4.2 BASIS OF SELECTION - LOWEST EVALUATED PRICE, MANDATORY TECHNICAL CRITERIA	12
<b>ATTACHMENT 1 TO PART 4 - EVALUATION CRITERIA</b>	<b>13</b>
<b>PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION</b>	<b>15</b>
5.1 CERTIFICATIONS REQUIRED WITH THE BID	15
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION	15
<b>PART 6 - RESULTING CONTRACT CLAUSES</b>	<b>17</b>
6.1 STATEMENT OF WORK	17
6.2 STANDARD CLAUSES AND CONDITIONS	17
6.3 SECURITY REQUIREMENTS	17
6.4 TERM OF CONTRACT	17
6.5 AUTHORITIES	18
6.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS	19
6.7 BASIS OF PAYMENT	19
6.8 INVOICING INSTRUCTIONS	20
6.9 CERTIFICATIONS AND ADDITIONAL INFORMATION	21
6.10 APPLICABLE LAWS	21
6.11 PRIORITY OF DOCUMENTS	21
6.12 DEFENCE CONTRACT	22
6.13 FOREIGN NATIONALS (CANADIAN CONTRACTOR)	22
6.14 FOREIGN NATIONALS (FOREIGN CONTRACTOR)	22
6.15 INSURANCE	22
6.16 DISPUTE RESOLUTION	23
<b>ANNEX A - STATEMENT OF WORK</b>	<b>24</b>



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**ANNEX B - BASIS OF PAYMENT**

**27**

**ANNEX C – ELECTRONIC PAYMENT INSTRUMENTS**

**29**



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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

A. The bid solicitation is divided into six 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 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

B. The Attachments include the Pricing Schedule, the Technical Criteria, and the Additional Certifications Precedent to Contract Award.

C. The Annexes include the Statement of Work, the Basis of Payment, and the Electronic Payment Instruments.

### **1.2 Summary**

A. The Department of National Defence (DND), through the Director General Compensation and Benefits (DGCB), requires a Contractor, who has a valid license to practice law from the Bar of any province or territory in Canada, and is a practicing lawyer at a law firm, to provide executive secretarial support to the Military Judge Compensation Committee (MJCC). This is required, because neither the Canadian Armed Forces (CAF) nor DND may directly liaise with the MJCC on matters of administration.

B. The contract period will be from the date of contract award to March 31, 2022. It will include the irrevocable option to extend the term of the Contract by up to two (2) additional one-year periods under the same conditions.

C. The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement, the Canadian Free Trade Agreement, the Canada-Chile Free Trade Agreement, the Canada-Colombia Free Trade Agreement, the Canada-Honduras Free Trade Agreement, the Canada-Korea Free Trade Agreement, the Canada-Panama Free Trade Agreement, and the Canada-Peru Free Trade Agreement.



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### **1.3 Debriefings**

- A. 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

- A. 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 (SACC) Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.
- B. 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.
- C. The 2003 (2020-05-28), Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation, with the following modification(s):
- (i) Section 02, Procurement Business Number, is deleted in its entirety;
  - (ii) Section 05, Submission of bids, subsection 2, paragraph d., is deleted in its entirety and replaced with the following:
    - d. send its bid only to the Department of National Defence location specified on page 1 of the bid solicitation or to the address specified in the bid solicitation.
  - (iii) Section 05, Submission of bids, subsection 2, paragraph e., is deleted in its entirety and replaced with the following:
    - e. ensure that the Bidder's name, return address, the bid solicitation number, and bid solicitation closing date and time are clearly visible on the bid; and
  - (iv) Section 05, Submission of bids, subsection 4, is amended as follows:
    - Delete: 60 days
    - Insert: 90 days
  - (v) Section 06, Late bids, is deleted in its entirety;
  - (vi) Section 07, Delayed bids, is deleted in its entirety and replaced with the following:
    - 07 Delayed bids
    - 1. 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.
  - (vii) Section 08, Transmission by facsimile, is deleted in its entirety; and
  - (viii) Section 20, Further information, is deleted in its entirety.



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## 2.2 Submission of Bids

- A. Bids must be submitted only to the Contracting Authority by the date, time, and place indicated on the cover page of the bid solicitation.
- B. Due to the nature of the bid solicitation, bids transmitted by facsimile 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

- A. 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 nonresponsive.

### 2.3.1 Definitions

- A. For the purposes of this clause:
  - (i) "Former public servant" is any former member of a department as defined in the *Financial Administration Act*, R.S., 1985, c. F-11 (<http://laws-lois.justice.gc.ca/eng/acts/F-11/FullText.html>), 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;
  - (ii) "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; and

- (iii) "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: 2012-2](#) (<http://www.tbs-sct.gc.ca/hgw-cgf/business-affaire/gcp-agc/notices-avis/2012/10-31-eng.asp>) and the [Guidelines on the Proactive Disclosure of Contracts](#) (<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14676>).

### 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:

- (i) Name of former public servant;  
(ii) Conditions of the lump sum payment incentive;  
(iii) Date of termination of employment;  
(iv) Amount of lump sum payment;  
(v) Rate of pay on which lump sum payment is based;





- (vi) Period of lump sum payment including start date, end date and number of weeks; and
  - (vii) Number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.
- C. For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

## 2.4 Enquiries - Bid Solicitation

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

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



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## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **3.1 Bid Preparation Instructions**

- A. Canada requests that Bidders provide their bid in separately bound sections as follows:
- Section I: Technical Bid: one (1) soft copy in PDF format by e-mail;
- Section II: Financial Bid: one (1) soft copy in PDF format by e-mail;
- Section III: Certifications: one (1) soft copy in PDF format by e-mail; and
- Section IV: Additional Information: one (1) soft copy in PDF format by e-mail.
- B. Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.
- C. Canada requests that Bidders follow the format instructions described below in the preparation of their bid:
- (ii) Use a numbering system that corresponds to the bid solicitation.

### **3.2 Section I: Technical Bid**

- A. 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 and describe their approach in a thorough, concise and clear manner for carrying out the work.
- B. 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.

### **3.3 Section II: Financial Bid**

- A. Bidders must submit their financial bid in accordance with the Pricing Schedule in Attachment 1 to Part 3.

#### **3.3.1 Electronic Payment of Invoices - Bid**

- A. If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex C, Electronic Payment Instruments, to identify which ones are accepted.
- B. If Annex C, Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.
- C. Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.



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### **3.3.2 Exchange Rate Fluctuation**

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

### **3.4 Section III: Certifications**

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

### **3.5 Section IV: Additional Information**

- A. In Section IV of their bid, bidders should provide:
- (i) A completed, signed, and dated Page 1 of this solicitation;
  - (ii) The name of the contact person (provide also this person's title, mailing address, phone number, and email address) authorized by the Bidder to enter into communications with Canada with regards to their bid, and any contract that may result from their bid;
  - (iii) For Part 2, article 2.3, Former Public Servant, of the bid solicitation: the required answer to each question; and, if the answer is yes, the required information;
  - (iv) For Part 2, article 2.5, Applicable Laws, of the bid solicitation: the province or territory if different than specified; and
  - (v) Any other information submitted in the bid not already detailed.



**ATTACHMENT 1 TO PART 3 - PRICING SCHEDULE**

- A. The Bidder must complete this pricing schedule and include it in its financial bid.
- B. The volumetric data included in this pricing schedule are provided for bid evaluated price determination purposes only. They are not to be considered as a contractual guarantee. Their inclusion in this pricing schedule does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.
- C. The firm hourly rates specified below includes all expenses that may need to be incurred to satisfy the terms of any contract that may result from its bid.
- D. Under any resulting contract, 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.
- E. All prices and costs must be submitted in Canadian Dollars, Applicable Taxes are excluded.

Item #	Description	Estimated Level of Services (in hours)	Firm All-Inclusive Hourly Rate (Can \$) (Applicable Taxes Excluded)	Total Estimated Cost
		A	B	C = A X B
<b>Initial Contract: Date of contract award to March 31, 2022</b>				
1	Professional Services, in accordance with the mandatory specifications detailed in the bid solicitation, and with the requirements set out in the Statement of Work (SOW) Annex A.	Up to 150 hours	\$ _____	\$ _____
<b>Optional Period #1 (if exercised): April 1, 2022 to March 31, 2023</b>				
2	Professional Services, in accordance with the mandatory specifications detailed in the bid solicitation, and with the requirements set out in the Statement of Work (SOW) Annex A.	Up to 150 hours	\$ _____	\$ _____
<b>Optional Period #2 (if exercised): April 1, 2023 to March 31, 2024</b>				
3	Professional Services, in accordance with the mandatory specifications detailed in the bid solicitation, and with the requirements set out in the Statement of Work (SOW) Annex A.	Up to 150 hours	\$ _____	\$ _____
<b>Total Evaluated Price, Inclusive of All Periods (Applicable Taxes Excluded):</b>				\$ _____
<b>Applicable Taxes:</b>				\$ _____



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## **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.
- B. An evaluation team composed of representatives of Canada will evaluate the bids.

#### **4.1.1 Technical Evaluation**

- A. Mandatory technical evaluation criteria are included in Attachment 1 to Part 4, Evaluation Criteria.

#### **4.1.2 Financial Evaluation**

- A. The financial evaluation will be based on the completion of the Pricing Schedule in Attachment 1 to Part 3. The price of the bid will be evaluated in Canadian dollars, Applicable Taxes are excluded.

### **4.2 Basis of Selection - Lowest Evaluated Price, Mandatory Technical Criteria**

- A. A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.
- B. Should two (2) or more responsive bids achieve an identical lowest evaluated price, the bid with the highest level of experience in mandatory technical criterion M5 will be recommended for contract award.



**ATTACHMENT 1 TO PART 4 - EVALUATION CRITERIA**

- A. The Bidder’s Technical Bid must meet all of the mandatory technical criteria specified below to be considered compliant. 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 and will not be considered further. Each mandatory technical criterion should be addressed separately.
- B. Any copy of a degree/diploma/certificate/license or other verifiable proof may be include in the bid submission, but must be provided at Contract Award.

<b>Mandatory Technical Criteria</b>				
<b>Criteria</b>	<b>Criteria Description</b>	<b>Bid Reparation Instructions</b>	<b>Met</b>	<b>Not Met</b>
M1	The Bidder must demonstrate that the proposed resource has, at a minimum, a Juris Doctorate or equivalent (e.g. L.L.B or L.L.L) law degree.	This must be demonstrated by providing a CV, which shows the complete details of the proposed resource’s education and professional certification.		
M2	The Bidder must demonstrate that the proposed resource has a valid license to practice law from the Bar of any province or territory of Canada.	This must be demonstrated by providing a copy of the license.		
M3	The Bidder must demonstrate that the proposed resource is a lawyer from a law firm who has available staff resource (time/business logistics (e.g. fax, photocopy, booking of meeting facilities)) to perform basic administrative tasks.	The Bidder must provide a document which includes an explanatory paragraph or paragraphs to demonstrate this criterion.  At a minimum, the following must be provided: <ul style="list-style-type: none"> <li>• Name and description of the law firm;</li> <li>• Description of the roles and responsibilities of the available staff who can perform basic administrative tasks; and</li> <li>• A list of the resources the law firm is able to provide.</li> </ul>		



M4	The Bidder must demonstrate that the proposed resource has, a minimum of, ten (10) years of experience within the last fifteen (15) years, in each of the following: a) conducting legal research; b) conducting financial research; c) conducting historical research; and d) gathering evidence.	This must be demonstrated by providing a CV, which shows the complete details of the proposed resource's professional experience.  At a minimum, the following must be provided: <ul style="list-style-type: none"><li>• Name and description of client organization;</li><li>• Timeframe (from-to dates month/year); and</li><li>• Description of the roles and responsibilities.</li></ul>		
M5	The Bidder must demonstrate that the proposed resource has, a minimum of, six (6) years of experience within the last twelve (12) years in each of the following: a) analyzing research; b) analyzing evidence and submissions; c) preparing correspondence and documentation; and d) assisting in the preparation of formal reports by amalgamating research, discussions, decisions and findings.	This must be demonstrated by providing a CV, which shows the complete details of the proposed resource's professional experience.  At a minimum, the following must be provided: <ul style="list-style-type: none"><li>• Name and description of client organization;</li><li>• Timeframe (from-to dates month/year); and</li><li>• Description of the roles and responsibilities.</li></ul>		



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## PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

- A. Bidders must provide the required certifications and additional information to be awarded a contract.
- B. 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.
- C. 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

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

#### 5.1.1 Integrity Provisions - Declaration of Convicted Offences

- A. 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

- A. 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

- A. In accordance with the section titled "Information to be provided when bidding, contracting, or entering into a real procurement agreement" of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<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.

#### 5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

- A. 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](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#)" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).





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- B. 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.

### **5.2.3 Status and Availability of Resources**

- A. The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.
- B. If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

### **5.2.4 Education and Experience**

- A. The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

### **5.2.5 Certification of Language – English and French Essential**

- A. By submitting a bid, the Bidder certifies that, should it be awarded a contract as result of the bid solicitation, the individual proposed in its bid will be fluent in both English and French. The individual proposed must be able to communicate orally and in writing in English and in French without any assistance and with minimal errors.



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## **PART 6 - RESULTING CONTRACT CLAUSES**

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

### **6.1 Statement of Work**

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

### **6.2 Standard Clauses and Conditions**

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

#### **6.2.1 General Conditions**

- A. 2035 (2020-05-28), General Conditions - Higher Complexity - Services, apply to and form part of the Contract, with the following modification:

- (i) Article 01, Interpretation, "Canada", "Crown", "Her Majesty" or "the Government", is deleted in its entirety and replaced with the following:

"Canada", "Crown", "Her Majesty" or "the Government"  
means Her Majesty the Queen in right of Canada as represented by the Minister of National Defence and any other person duly authorized to act on behalf of that minister or, if applicable, an appropriate minister to whom the Minister of National Defence has delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister.

#### **6.2.2 Specific Person**

The Contractor must provide the services of the following person to perform the Work as stated in the Contract: **[name(s) of person(s) to be inserted in the resulting contract]**.

### **6.3 Security Requirements**

- A. There is no security requirement applicable to the Contract.

### **6.4 Term of Contract**

#### **6.4.1 Period of the Contract**

- A. The period of the Contract is from date of contract award to March 31, 2022, inclusive.

#### **6.4.2 Option to Extend the Contract**

- A. The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one-year periods under the same conditions. The Contractor agrees that,



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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.

- B. 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.

**6.5 Authorities**

**6.5.1 Contracting Authority**

- A. The Contracting Authority for the Contract is:

[Contact information to be detailed in the resulting contract]

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Organization: \_\_\_\_\_  
 Address: Department of National Defence  
 101 Colonel By Drive  
 Ottawa ON K1A 0K2  
 Telephone: \_\_\_\_\_  
 E-mail: \_\_\_\_\_

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

**6.5.2 Technical Authority**

- A. The Technical Authority for the Contract is:

[Contact information to be detailed in the resulting contract]

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Organization: \_\_\_\_\_  
 Address: Department of National Defence (DND)  
 101 Colonel By Drive  
 Ottawa ON K1A 0K2  
 Telephone: \_\_\_\_\_  
 E-mail: \_\_\_\_\_

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



**6.5.3 Contractor's Representative**

[Contact information to be detailed in the resulting contract]

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
E-mail: \_\_\_\_\_

**6.6 Proactive Disclosure of Contracts with Former Public Servants**

A. By providing information on its status, with respect to being a former public servant in receipt of a *Public Service Superannuation Act* (PSSA) (<http://laws-lois.justice.gc.ca/eng/acts/P-36/FullText.html>) 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 ([http://www.tbs-sct.gc.ca/pubs\\_pol/dcgpubs/contpolnotices/siglist-eng.asp](http://www.tbs-sct.gc.ca/pubs_pol/dcgpubs/contpolnotices/siglist-eng.asp)).

**6.7 Basis of Payment**

**6.7.1 Firm Hourly Rates**

A. The Contractor will be paid firm hourly rates as follows, for work performed in accordance with the Contract. The Contractor will be paid up to a maximum of 60 days or 450 hours. (7.5 hours constitutes 1 (one) day).

<u>Category</u>	<u>Name</u>	<u>Firm Hourly Rate</u>

Total Estimated Cost: \$ \_\_\_\_\_ (Applicable Taxes extra) [amount to be detailed in the resulting contract]

**6.7.2 Limitation of Expenditure**

- A. Canada's total liability to the Contractor under the Contract must not exceed [amount to be detailed in the resulting contract], Applicable Taxes are extra.
- B. 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:
  - (i) when it is 75% committed; or
  - (ii) four months before the contract expiry date; or



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K1A 0K2

- (iii) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work;

whichever comes first.

- C 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.

### 6.7.3 Method of Payment

- A. 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.

### 6.7.4 Electronic Payment of Invoices - Contract

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

[List to be updated in the resulting contract]

- (i) Visa Acquisition Card;
- (ii) MasterCard Acquisition Card;
- (iii) Direct Deposit (Domestic and International);
- (iv) Electronic Data Interchange (EDI); and
- (v) Wire Transfer (International Only).

### 6.7.5 Time Verification

- A. Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

### 6.8 Invoicing Instructions

- A. 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.
- B. Each invoice must be supported by:



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- (i) A copy of time sheets to support the time claimed; and
- (ii) A copy of the invoices, receipts, vouchers for all other direct expenses;

C. Invoices must be distributed as follows:

- (i) The original and one (1) copy must be forwarded to the Technical Authority for certification and payment.
- (ii) Upon request, one (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

## 6.9 Certifications and Additional Information

### 6.9.1 Compliance

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

### 6.9.2 Certifications - Contract

A. Compliance with the certifications 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 or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

## 6.10 Applicable Laws

A. The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario **or as specified by the bidder in its bid, if applicable**.

## 6.11 Priority of Documents

A. 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:

- (i) The Articles of Agreement;
- (ii) The General Conditions [2035](#) (2020-05-28), General Conditions - Higher Complexity - Services;
- (iii) Annex A, Statement of Work;
- (iv) Annex B, Basis of Payment; and



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- (v) the Contractor's bid dated [date to be specified in the resulting contract], as clarified on [date to be specified in the resulting contract, if required], and as amended on [date to be specified in the resulting contract, if required].

## 6.12 Defence Contract

- A. The Contract is a defence contract within the meaning of the *Defence Production Act*, R.S.C. 1985, c. D-1 (<http://laws-lois.justice.gc.ca/eng/acts/d-1/>), and must be governed accordingly.
- B. Title to the Work or to any materials, parts, work-in-process or finished work must belong to Canada free and clear of all claims, liens, attachments, charges or encumbrances. Canada is entitled, at any time, to remove, sell or dispose of the Work or any part of the Work in accordance with section 20 of the *Defence Production Act*.

One (1) of the following two (2) options will be inserted in the resulting contract, as applicable:

Option 1: when the contract is to be with a Canadian-based supplier; or

## 6.13 Foreign Nationals (Canadian Contractor)

- A. The Contractor must comply with Canadian immigration requirements applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Service Canada regional office to enquire about Citizenship and Immigration Canada's requirements to issue a temporary work permit to a foreign national. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

Option 2: when the contract is to be with a foreign-based supplier.

## 6.14 Foreign Nationals (Foreign Contractor)

- A. The Contractor must comply with Canadian immigration legislation applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Canadian Embassy, Consulate or High Commission in the Contractor's country to obtain instructions, information on Citizenship and Immigration Canada's 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 in Canada. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

## 6.15 Insurance

- A. 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.



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#### **6.16 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](#)".





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## **ANNEX A - STATEMENT OF WORK**

### **1. REQUIREMENT**

The Director General Compensation and Benefits (DGCB) requires the services of a lawyer of a law firm to act as an Executive Secretary to the Military Judge Compensation Committee (MJCC).

### **2. LEVEL OF EFFORT**

- 2.1 The Executive Secretary will be required to work approximately, a minimum of three (3) hours a week, to a maximum of four (4) days a week, up to a maximum of 60 days or 450 hours, from the date of contract award to March 31, 2022.

### **3. BACKGROUND**

The MJCC is held every four years to determine if the compensation for military judges requires adjustment and to make recommendations as to what adjustment, if any, should be made as mandated by section 165.33 of the National Defence Act (<http://laws-lois.justice.gc.ca/eng/acts/n-5/page-62.html#h-110>).

After the MJCC is mandated to commence, the intent is to submit a report containing its recommendations pertaining to the adequacy of the remuneration of the military judges to the Minister of National Defence (MND), no later than five (5) months after contract award, unless the MJCC, with the consent of the Minister and the military judges, postpones the commencement of the quadrennial inquiry. The Canadian Armed Forces (CAF) must provide administrative support; however, in order to safeguard the independence of the MJCC, neither the CAF nor the Department of National Defence (DND) may directly liaise with the MJCC on matters of administration. It is therefore necessary to contract for an Executive Secretary to provide this support.

### **4. OBJECTIVE**

The objective of this requirement is to obtain a lawyer from a law firm to act as an Executive Secretary to the MJCC who must also have available staff and/or resources (time/material) to perform basic administrative tasks, as outlined in paragraph 6 below.

### **5. SCOPE**

The Executive Secretary must perform various tasks including:

- a) recording of decisions;
- b) research;
- c) analysis;
- d) liaison;
- e) preparation of correspondence and documentation;
- f) coordination of logistical support;
- g) booking of facilities; and
- h) aiding in report submissions.



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The Executive Secretary is not to provide any legal services or legal advice to the MJCC.

## 6. TASKS

The Contractor must:

- 6.1 Advise the MJCC on areas of research and identification of relevant stakeholders;
- 6.2 Conduct legal, financial and historical research and gathering of evidence;
- 6.3 Analyze research and evidence;
- 6.4 Record decisions;
- 6.5 Prepare correspondence and documentation;
- 6.6 Send documents to the Translation Bureau to be translated for the MJCC members' use as required. DGCB authorities will provide the Contractor with a Government of Canada translation account;
- 6.7 At the direction of the MJCC, write all announcements and notices related to the proceedings of the MJCC, which is then approved by the Committee Chair and then advertised to the public. DGCB authorities will ensure coordination with DND public affairs authorities to access centrally controlled advertising standing contracts and funding for this purpose;
- 6.8 Coordinate meetings and book facilities;
- 6.9 On behalf of the MJCC, receive all submissions and related documentation destined for consideration and review by the MJCC;
- 6.10 Act as liaison between the MJCC and interested parties and stakeholders. This includes writing letters, responding to queries undertaking other communications duties and communicating with internal DND personnel on behalf of the committee;
- 6.11 At the direction of the MJCC, provide all administrative services necessary for the preparation of the MJCC Report of findings and recommendations concerning the military judge compensation;
- 6.12 At the direction of the MJCC, provide all administrative support services for the completion of the final MJCC Report. Once the final MJCC Report is completed, the Contractor is to deliver the report to DGCB; and
- 6.13 Perform other related administrative duties deemed necessary by the Committee Chairperson.

## 7. LANGUAGE REQUIREMENTS

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



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## **8. APPLICABLE DOCUMENTS**

*National Defence Act*, ss. 165.33 to 165.37

The Contractor will be provided with additional documents as examples of previous years' work upon contract award.

## **9. LOCATION OF WORK**

Work will be performed at the Contractor's normal place of business, or at meeting facilities the Contractor may arrange for the MJCC's use.

## **10. TRAVEL**

No travel outside of the National Capital Region (NCR) will be required. Travel costs within the NCR will not be reimbursed.



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**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.

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

Item #	Description	Estimated Level of Services (in hours)	Firm All-Inclusive Fixed Hourly Rate (Can \$) (Applicable Taxes Excluded)	Total Estimated Cost (A X B = C)
		A	B	C = A X B
<b>Initial Contract: Date of contract award to March 31, 2022</b>				
	Professional Services, in accordance with the mandatory specifications detailed in the bid solicitation, and with the requirements set out in the Statement of Work (SOW) Annex A.	Up to 150 hours	\$ _____	\$ _____
<b>Optional Period #1 (if exercised): April 1, 2022 to March 31, 2023</b>				
2	Professional Services, in accordance with the mandatory specifications detailed in the bid solicitation, and with the requirements set out in the Statement of Work (SOW) Annex A.	Up to 150 hours	\$ _____	\$ _____
<b>Optional Period #2 (if exercised): April 1, 2023 to March 31, 2024</b>				
3	Professional Services, in accordance with the mandatory specifications detailed in the bid solicitation, and with the requirements set out in the Statement of Work (SOW) Annex A.	Up to 150 hours	\$ _____	\$ _____

For the purpose of this Contract, a day is defined as 7.5 hours of work, exclusive of meal breaks. Payment will be made for days actually worked, with no provision for annual leave, statutory holidays and sick leave. If time worked is more or less than a day, the all-inclusive fixed daily rate must be prorated to reflect the actual time worked in accordance with the following formula:  
(Hours worked x applicable firm all inclusive per diem rate) ÷ 7.5 hours

All proposed personnel must be available to work outside normal office hours during the duration of the Contract.

No overtime charges will be authorized under the Contract. All time worked will be compensated according to paragraph above.



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Ottawa (Ontario)  
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The all-inclusive rates specified are inclusive of overhead expenses such as administrative support, facsimile, courier, photocopying, mail, word processing, other operating costs and any time spent travelling from the specified individual's work location to a specific pre-authorized work assignment that is inside the National Capital Region (NCR) defined in the *National Capital Act* (R.S.C., 1985, c. N-4), available on the Justice website (<http://laws-lois.justice.gc.ca/eng/acts/N-4/page-9.html#docCont>). Accordingly, separate billing of any items related to the routine cost of doing business or time spent travelling will not be permitted.

**Total Estimated Cost of Professional Fees** [amounts to be inserted below in the resulting contract]

**Initial Contract Period:** \$ [redacted]

**Extended Contract Period 1 (If Option is Exercised):** \$ [redacted]

**Extended Contract Period 2 (If Option is Exercised):** \$ [redacted]



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### **ANNEX C – ELECTRONIC PAYMENT INSTRUMENTS**

The Bidder accepts any of the following Electronic Payment Instrument(s): **List to be updated in the resulting contract**

- ( ) VISA Acquisition Card;
- ( ) MasterCard Acquisition Card;
- ( ) Direct Deposit (Domestic and International);
- ( ) Electronic Data Interchange (EDI); and
- ( ) Wire Transfer (International Only).