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**Request for Proposal (RFP)**

PERFORMANCE OF THE WORK DESCRIBED  
IN THE STATEMENT OF THE DRAFT  
CONTRACT.

<b>Title</b> Legal Services for the Canadian Consulates in the United States of America	
<b>Solicitation no.</b> 21-187244-WSHDC-CJ	<b>Date</b> June 9, 2021
<b>Proposal Delivery</b>  In order for the proposal to be valid, it must be received no later than 14:00 EDT (Ottawa, Ontario time) on July 9, 2021. This date is referred to herein as the "Closing date".  Only electronic copies will be accepted and received at the following email address:  <a href="mailto:internationalproposals@international.gc.ca">internationalproposals@international.gc.ca</a>  Solicitation #: 21-187244-WSHDC-CJ	
<b>Offer to: Department of Foreign Affairs, Trade and Development Canada</b>  <b>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 therefor.</b>  <b>Name and title of person authorized to sign on behalf of the supplier.</b>	
_____ <b>Signature</b>	_____ <b>Date</b>



**TABLE OF CONTENTS**

**PART 1 - GENERAL INFORMATION..... 4**

1.1 INTRODUCTION..... 4

1.2 SUMMARY ..... 4

1.3 CONTRACT DOCUMENT ..... 5

1.4 INTERPRETATION..... 5

**PART 2 - BIDDER INSTRUCTIONS ..... 6**

2.1 LANGUAGE OF BIDS ..... 6

2.2 REFERENCE CLAUSES..... 6

2.3 STANDARD INSTRUCTIONS ..... 6

2.4 SUBMISSION OF BIDS..... 7

2.5 COMMUNICATIONS, ENQUIRIES, COMMUNICATIONS, SUGGESTED IMPROVEMENTS ..... 8

2.6 APPLICABLE LAWS ..... 9

2.7 ENTIRE REQUIREMENT ..... 9

2.8 DEBRIEFINGS..... 9

2.9 CHALLENGES..... 9

2.10 NO PROMOTION OF BIDDERS INTEREST..... 9

2.11 LEGAL CAPACITY..... 9

2.12 INCAPACITY TO CONTRACT WITH GOVERNMENT..... 10

**PART 3 - BID PREPARATION INSTRUCTIONS ..... 11**

3.1 BID PREPARATION INSTRUCTIONS..... 11

3.2 TECHNICAL BID INSTRUCTIONS..... 11

3.3 FINANCIAL BID INSTRUCTIONS ..... 11

3.4 FIRM HOURLY RATES ..... 11

3.5 DISBURSEMENT OR OTHER DIRECT EXPENSES ..... 12

3.6 CERTIFICATIONS ..... 12

**ATTACHMENT 1 TO PART 3 - CERTIFICATIONS..... 13**

**PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION ..... 16**

4.1 EVALUATION AND SELECTION..... 16

**ATTACHMENT 1 TO PART 4 - TECHNICAL EVALUATION CRITERIA ..... 16**

**PART 5 - RESULTING CONTRACT CLAUSES..... 22**

5.1 DEFINITIONS ..... 22

5.2 PRIORITY OF DOCUMENTS ..... 22

5.3 AUTHORITIES AND COMMUNICATION ..... 23

5.4 STANDARD CLAUSES AND CONDITIONS ..... 24

5.5 GENERAL CONDITIONS..... 24

5.6 ENTIRE AGREEMENT..... 25

5.7 APPLICABLE LAWS ..... 25

5.8 NUMBER AND GENDER ..... 25

5.9 POWERS OF CANADA / STATE IMMUNITY ..... 25

5.10 TIME OF THE ESSENCE ..... 25

5.11 EXCUSABLE DELAY ..... 25

5.12 SEVERABILITY ..... 26

5.13 SUCCESSORS AND ASSIGNS ..... 26

5.14 SURVIVAL ..... 26

5.15 PERFORMANCE OF THE WORK..... 26

5.16 CERTIFICATIONS ..... 28

5.17 HEALTH AND SAFETY ..... 28

5.18 PAYMENT TERMS ..... 29

5.19 SUSPENSION AND INFRACTION..... 30

5.20 INSURANCE TERMS..... 31

5.21 GOVERNANCE AND ETHICS..... 31

5.22 DISPUTE RESOLUTION..... 32

**ATTACHEMENT 1 TO DRAFT CONTRACT - SUPPLEMENTARY CONDITIONS..... 33**

5.23 TASK AUTHORIZATION..... 33



**ANNEX A - STATEMENT OF WORK ..... 35**  
**ANNEX C – TASK AUTHORIZATION FORM ..... 40**  
**ANNEX D - SECURITY REQUIREMENTS CHECK LIST (SRCL) ..... 42**



## PART 1 - GENERAL INFORMATION

### 1.1 INTRODUCTION

The RFP is divided into 5 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 Request for Proposal;
- 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; and
- Part 5 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

Attachment 1 to Part 3 includes the Certifications, Attachment 1 to Part 4 includes the Evaluation criteria, Attachment 1 to the Draft Contract includes Supplemental Conditions.

The annexes include the Statement of Work (Annex A), the Basis of Payment (Annex B), Task Authorization Form (Annex C), and Security Requirements Check List (Annex D).

### 1.2 SUMMARY

- 1.2.1 The purpose of this RFP is to select a supplier to enter into a contract with the Canadian Consulates in the United States of America, of the Department of Foreign Affairs, Trade and Development (DFATD) to provide legal services as described in the Statement of Work (Annex A).
- 1.2.2 The Work is to be performed from the contract award date tentatively set for August 1, 2021, for a period of two (2) years. However, in the event of unusual circumstances, the contract could be awarded at a sooner or later date. There is also the potential of three (3) additional one-year irrevocable option periods under the same terms and conditions.
- 1.2.3 There are security requirements associated with this requirement. For additional information, consult Part 5 - Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.
- 1.2.4 The requirement may be subject to the provisions of the:
  - (a) Canada - Chile Free Trade Agreement (CCFTA)
  - (b) Canada - Columbia Free Trade Agreement
  - (c) Canada - Honduras Free Trade Agreement
  - (d) Canada - Korea Free Trade Agreement (CKFTA)
  - (e) Canada - Panama Free Trade Agreement
  - (f) Canada - Peru Free Trade Agreement (CPFTA)



- (g) Canada - Ukraine free Trade Agreement
- (h) Canadian Free Trade Agreement (CFTA)
- (i) Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP)
- (j) Comprehensive Economic and Trade Agreement (CETA)
- (k) World Trade Organization Agreement on Government Procurement (WTO-AGP)

### 1.3 CONTRACT DOCUMENT

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

### 1.4 INTERPRETATION

In this document, unless the context otherwise requires:

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

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

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

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

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



## PART 2 - BIDDER INSTRUCTIONS

### 2.1 LANGUAGE OF BIDS

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

### 2.2 REFERENCE CLAUSES

**2.2.1** Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

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

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

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

### 2.3 STANDARD INSTRUCTIONS

**2.3.1** The [2003](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/25) (2020-05-28) Standard Instructions - *Goods or Services - Competitive Requirements* (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/25), are incorporated by reference into and form part of the bid solicitation.

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

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

This subsection is deleted in its entirety

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

**Delete:** sixty (60)

**Insert:** one hundred and twenty (120)

#### **2.3.5 Subsection 06 (2018-05-22) Late Bids**

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

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

- returned to the Bidder in the case where hard copies were requested; or
- deleted / destroyed where soft copies were requested, unless they qualify under the provisions of the Delayed Bids clause stipulated in paragraph 2.3.6



### 2.3.6 Subsection 07 (2018-05-22) Delayed Bids

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

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

### 2.3.7 Subsection 08 (2019-03-04) Transmission by Facsimile or by epost connect

This subsection is deleted in its entirety and does not form part of the RFP. Canada does not accept receipt of bid by means of a facsimile or by epost Connect service.

## 2.4 SUBMISSION OF BIDS

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

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

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

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

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

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

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

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

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

**It is strongly recommended** that Bidders confirm with Canada's Representative that their complete bid was received. For this same reason, it is recommended that in cases where more



than one (1) e-mail containing documents comprising the quote is submitted, the emails be numbered and the total number of emails sent in response to the RFP also be identified.

- 2.4.3** Canada requires that each bid, at closing date and time or upon request from Canada's Representative, be signed by the Bidder or by an authorized representative of the Bidder. If any required signature(s) are not submitted as requested, Canada's Representative may inform the Bidder of a time frame within which to provide the signature(s). Failure to comply with the request of Canada's Representative and to provide the signature(s) within the time frame provided may render the bid non-responsive. If a bid is submitted by a joint venture, it must be in accordance with section 17 Joint Venture, of [2003](#) (2020-05-28) *Standard Instructions - Goods or Services - Competitive Requirements*.
- 2.4.4** It is the Bidder's responsibility to:
- (a) obtain clarification of the requirements contained in the RFP, if necessary, before submitting a bid;
  - (b) prepare its bid in accordance with the instructions contained in the RFP;
  - (c) submit by closing date and time a complete bid;
  - (d) send its bid only to the address specified on page 1 of the RFP;
  - (e) ensure that the Bidder's name, and the RFP number are clearly visible on the attachment(s) containing the bid; and,
  - (f) provide a comprehensible and sufficiently detailed bid, including all requested pricing details, that will permit a complete evaluation in accordance with the criteria set out in the RFP.
- 2.4.5** Proposals received on or before the stipulated RFP closing date and time will become the property of Canada. All proposals will be treated as confidential, subject to the provisions of the Access to Information Act (R.S. 1985, c. A-1) and the Privacy Act (R.S., 1985, c. P-21), and other applicable law.
- 2.4.6** Unless specified otherwise in the RFP, Canada will evaluate only the documentation provided with a Bidder's proposal. Canada will not evaluate information such as references to Web site addresses where additional information can be found, or technical manuals or brochures not submitted with the proposal.
- 2.4.7** A bid cannot be assigned or transferred in whole or in part.

## **2.5 COMMUNICATIONS, ENQUIRIES, COMMUNICATIONS, SUGGESTED IMPROVEMENTS**

- 2.5.1** All enquiries and suggested improvements must be submitted in writing only to Canada's Representative, identified on page 1 of the solicitation, no later than 7 days before the bid closing date. Enquiries and suggestions received after that time may not be answered.
- 2.5.2** Bidders should reference as accurately as possible the numbered item of the RFP to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.
- 2.5.3** Should any Bidder consider that the specifications or 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. The Bidder must clearly outline the suggested improvements as well as





the reason for the suggestion. Suggestions which do not restrict the level of competition nor favour a particular Bidder will be given consideration. Canada reserves the right to accept or reject any or all suggestions.

## **2.6 APPLICABLE LAWS**

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

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

## **2.7 ENTIRE REQUIREMENT**

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

## **2.8 DEBRIEFINGS**

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

## **2.9 CHALLENGES**

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

## **2.10 NO PROMOTION OF BIDDERS INTEREST**

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

## **2.11 LEGAL CAPACITY**

The Bidder must have the legal capacity to contract. If the Bidder is a sole proprietorship, a partnership or a corporate body, the Bidder must provide, if requested by Canada's Representative, a statement and any requested supporting documentation indicating the laws under which it is registered or incorporated



together with the registered or corporate name and place of business. This also applies to Bidders submitting a proposal as a joint venture.

## 2.12 INCAPACITY TO CONTRACT WITH GOVERNMENT

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

- (a) paragraph 80(1)(d) (*False entry, certificate or return*), subsection 80(2) (*Fraud against 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](#); or
- (c) section 462.31 (*Laundering proceeds of crime*) or sections 467.11 to 467.13 (*Participation in activities of criminal organization*) of the [Criminal Code](#); or
- (d) section 45 (*Conspiracies, agreements or arrangements between competitors*), 46 (*Foreign directives*) 47 (*Bid rigging*), 49 (*Agreements or arrangements of federal financial institutions*), 52 (*False or misleading representation*), 53 (*Deceptive notice of winning a prize*) under the [Competition Act](#); or
- (e) section 239 (*False or deceptive statements*) of the [Income Tax Act](#); or
- (f) section 327 (*False or deceptive statements*) of the [Excise Tax Act](#); or
- (g) section 3 (*Bribing a foreign public official*) of the [Corruption of Foreign Public Officials Act](#); or
- (h) section 5 (*Trafficking in substance*), section 6 (*Importing and exporting*), or section 7 (*Production of substance*) of the [Controlled Drugs and Substance Act](#); or
- (i) any provision under any law other than Canadian law having a similar effect to the above-listed provisions.



## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 BID PREPARATION INSTRUCTIONS

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

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

**Please note:** bids may be modified or resubmitted only **before** the solicitation closing date, and must be done in writing. This includes electronically transmitted responses. The latest bid received will supersede any previously received bids.

### 3.2 TECHNICAL BID INSTRUCTIONS

**Section I:** to be labeled “**Technical Bid**”;

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

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

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

### 3.3 FINANCIAL BID INSTRUCTIONS

**Section II:** to be labeled “**Financial Bid**”;

Bidders must submit their Financial Bid in accordance with Annex B – Basis of Payment. Prices must appear in Section II **only** and must not be indicated in any other section of the Bid. Failure to comply may result in the Bid being declared non-compliant and rejected from further consideration. All the information required in the Financial Bid should appear in a separate document and should be identified as the Financial Bid. Financial Bids will only be opened after the evaluation of the Technical Bid is completed. **Estimates provided in Annex B – Basis of Payment are strictly for evaluation purposes and are not a guarantee under the contract.**

### 3.4 FIRM HOURLY RATES

**3.4.1** Bidders must quote Hourly Rates in United States Dollars (USD) on the attached form Financial Bid 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, and all costs resulting from the



performance of any additional Work described in the Bidder's Bid (unless clearly described as an option).

**3.4.2** 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 "travelers", rather than those referring to "employees". All travel must have the prior authorization of the Canada's Representative. All payments are subject to government audit.

**3.4.3** All payments will be made according to the terms of payment set out in the Draft Contract.

### **3.5 DISBURSEMENT OR OTHER DIRECT EXPENSES**

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

### **3.6 CERTIFICATIONS**

**Section III:** to be labeled "**Certifications**";

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



## ATTACHMENT 1 TO PART 3 - CERTIFICATIONS

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-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.

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

### A1. CERTIFICATIONS REQUIRED WITH THE BID

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

#### A1.1 INTEGRITY PROVISIONS – DECLARATION OF CONVICTED OFFENCES

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

### A2. CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION

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

#### A2.1 INTEGRITY PROVISIONS – REQUIRED DOCUMENTATION

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.

#### A2.2 STATUS AND AVAILABILITY OF RESOURCES

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



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 bid being declared non-responsive.

### **A2.3 EDUCATION AND EXPERIENCE**

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.

### **A2.4 FORMER PUBLIC SERVANT**

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

### **DEFINITIONS**

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.

"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.

"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.

### **FORMER PUBLIC SERVANT IN RECEIPT OF A PENSION**



As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes** ( ) **No** ( )

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

- (a) name of former public servant;
- (b) date of termination of employment or retirement from the Public Service.

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

#### **WORK FORCE ADJUSTMENT DIRECTIVE**

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes** ( ) **No** ( )

If so, the Bidder must provide the following information:

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

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.

#### **CERTIFICATION STATEMENT**

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

\_\_\_\_\_  
**Name & Signature of Authorized Individual**

\_\_\_\_\_  
**Date**



## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation and Selection

4.1.1 Bids will be assessed in accordance with the mandatory and point-rated technical evaluation criteria, which are included in Part 4. An evaluation team composed of representatives of Canada will evaluate the bids. If the Bidder is deemed to be non-responsive / non-compliant *at any time during the two stages of evaluation, the technical stage or the financial stage*, the bid will be set aside and given no further consideration.

4.1.2 Basis of Selection – Highest combined rating of technical merit and price

4.1.3 To be declared responsive, a bid must:

- a) comply with all the requirements of the bid solicitation;
- b) meet all mandatory technical evaluation criteria; and,
- c) obtain the required minimum of 115 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 165 points.

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

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

4.1.6 The technical score for each responsive bid will be determined by adding the total number of points obtained using the point-rated technical criteria. The overall technical score will be determined by dividing the technical score by 165 points and multiplying by the ratio of 60%.

4.1.7 The bid evaluated price for each responsive bid will be determined as follows: Total Estimated Performance Cost= \$Total Value of Real Estate Law + Employment Law + Commercial Law.

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

4.1.9 For each responsive bid, the technical score and the pricing score will be added to determine its combined rating. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract. The table below illustrates an example.

**THE FOLLOWING TABLE IS FOR ILLUSTRATIVE PURPOSES ONLY**

		Bidder 1	Bidder 2	Bidder 3
Technical Score		155/165	140/165	95/165
Bid Evaluated Price		\$55,000	\$50,000	Non-responsive
Calculations	Overall Technical Score	$(155/165) \times 60 = 56.4$	$(140/165) \times 60 = 50.1$	Non-responsive
	Pricing Score	$(50/55) \times 40 = 36.4$	$(50/50) \times 40 = 40.0$	Non-responsive
Combined Rating		92.8	90.1	Non-responsive
Result		1 <sup>st</sup>	2 <sup>nd</sup>	Non-responsive

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

## ATTACHMENT 1 TO PART 4 - TECHNICAL EVALUATION CRITERIA





**4.1.10 Evaluation Grid**

<u>Criterion</u>	<u>Title</u>	<u>Rating Scale</u>
<b>M1 Physical Office</b>	Mandatory 1: Bidder must be a law firm with a physical office in the Washington, D.C. area	PASS or FAIL
<b>M2 Real Estate Law</b>	Mandatory 2: Bidder must demonstrate that they have at least five (5) years of experience in the last ten (10) years providing legal services regarding Real Estate transactions.	PASS or FAIL
<b>M3 Employment Law</b>	Mandatory 3: Bidder must demonstrate that they have at least five (5) years of experience in the last ten (10) years providing legal services regarding Employment Law transactions.	PASS or FAIL
<b>M4 Commercial Law, Trade and Other</b>	Mandatory 4: Bidder must demonstrate that they have at least five (5) years of experience in the last ten (10) years providing legal services regarding Commercial Law, Trade and Other.	PASS or FAIL
<b>PR 1 EXPERIENCE WITH GOVERNMENT DEPARTMENTS/AGENCIES</b>	Describe your firm's experience in working with U.S. Federal government departments/agencies or foreign governments/agencies	20
<b>PR 2 CLIENT SERVICES</b>	Describe why your firm is ideally suited to provide legal services to the Government of Canada	20
<b>PR 3 REAL ESTATE LAW EXPERIENCE</b>	Describe in detail the firm's expertise in Real Estate Law	20
<b>PR 4 EMPLOYMENT LAW EXPERIENCE</b>	Describe in detail the firm's expertise in Employment Law	50
<b>PR 5 COMMERCIAL LAW EXPERIENCE</b>	Describe in detail the firm's expertise in Commercial Law	50
<b>PR 6 CORPORATE INFORMATION</b>	Corporate information and office locations	5
<b>TOTAL</b>		<b>165</b>
<b>MINIMUM POINTS REQUIRED</b>		<b>115</b>



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 purposes of this evaluation
- b) The Bidder/Firm must clearly demonstrate in the proposal how the experience was gained or knowledge was attained, support 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.

**4.1.11 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
<p><b>M1.</b> Bidder must be a law firm with a physical office in the Washington, D.C. area (i.e. D.C. or in the immediately adjoining areas in MD and VA).</p> <p>Bidder <b>must</b> submit the full address of their physical office.</p>		
<p><b>M2.</b> Bidder must demonstrate that they have at least five (5) years of experience in the last ten (10) years providing legal services regarding Real Estate transactions.</p> <p>Bidder <b>must</b> provide starts and end dates and a brief description of the experience obtained.</p>		
<p><b>M3.</b> Bidder must demonstrate that they have at least five (5) years of experience in the last ten (10) years providing legal services regarding Employment Law transactions.</p> <p>Bidder <b>must</b> provide starts and end dates and a brief description of the experience obtained.</p>		



<p><b>M4.</b> Bidder must demonstrate that they have at least five (5) years of experience in the last ten (10) years providing legal services regarding Commercial Law, Trade and Other.</p> <p>Bidder <b>must</b> provide starts and end dates and a brief description of the experience obtained.</p>		
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**4.1.12 Point-Rated Technical Criteria**

For the 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

**PR 1 EXPERIENCE WORKING WITH U.S. FEDERAL GOVERNMENT DEPARTMENTS/AGENCIES OR FOREIGN GOVERNMENTS/AGENCIES (20 points maximum)**

Describe your firm’s experience in working with 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.

The response is deficient.	4 points
The response includes some information, but is also missing a substantial amount of information. Some elements poorly described.	8 points
The response includes most of the information required to be complete meeting the established minimum and contains no significant weaknesses.	12 points
The response includes a substantive amount of the information required to be complete and contains some value added elements.	16 points
The response includes substantial details demonstrating a complete and thorough understanding of the requirement.	20 points

**PR 2 CLIENT SERVICES (20 points maximum)**

Describe why your firm is ideally suited to provide legal services to the Government of Canada.

Comment on the following:

- 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

Bidder’s response should demonstrate that the Government of Canada will receive high quality, competent, and responsive service from the Bidder.

The response is deficient.	4 points
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The response includes some information, but is also missing a substantial amount of information. Some elements poorly described.	8 points
The response includes most of the information required to be complete meeting the established minimum and contains no significant weaknesses.	12 points
The response includes a substantive amount of the information required to be complete and contains some value added elements.	16 points
The response includes substantial details demonstrating a complete and thorough understanding of the requirement.	20 points

**PR 3 REAL ESTATE LAW EXPERIENCE (20 points maximum)**

Describe in detail the firm's expertise in Real Estate Law.

Comment on the following:

- Years of experience
- Breadth of experience
- Types of matters
- Range of clients
- List of US States for which Bidder has performed legal work

Bidders will be evaluated based on relevant legal experience:

Less than 5 years of experience and range in area of law for clients similar to the Canadian Missions	5 points
5 to less than 10 years of experience and range in area of law for clients similar to the Canadian Missions.	10 points
10 to less than 15 years of experience and range in area of law for clients similar to the Canadian Missions.	15 points
15 or more years of experience and range in area of law for clients similar to the Canadian Missions.	20 points

**PR 4 EMPLOYMENT LAW EXPERIENCE (50 points maximum)**

Describe in detail the firm's expertise in Employment Law.

Comment on the following:

- Years of experience
- Breadth of experience
- Types of matters
- Range of clients
- List of US States for which Bidder has performed legal work

Bidders will be evaluated based on relevant legal experience:

Less than 5 years of experience and range in area of law for clients similar to the Canadian Missions	12.5 points
5 to less than 10 years of experience and range in area of law for clients similar to the Canadian Missions.	25 points
10 to less than 15 years of experience and range in area of law for clients similar to the Canadian Missions.	37.5 points
15 or more years of experience and range in area of law for clients similar to the Canadian Missions.	50 points



**PR 5 COMMERCIAL LAW EXPERIENCE (50 points maximum)**

Describe in detail the firm's expertise in Commercial Law.

Comment on the following:

- Years of experience
- Breadth of experience
- Types of matters
- Range of clients
- List of US States for which Bidder has performed legal work

Bidders will be evaluated based on relevant legal experience:

Less than 5 years of experience and range in area of law for clients similar to the Canadian Missions	12.5 points
5 to less than 10 years of experience and range in area of law for clients similar to the Canadian Missions.	25 points
10 to less than 15 years of experience and range in area of law for clients similar to the Canadian Missions.	37.5 points
15 or more years of experience and range in area of law for clients similar to the Canadian Missions.	50 points

**PR 6 CORPORATE INFORMATION (5 points maximum)**

Bidder should provide the following information:

- Number of attorneys at your firm and office location(s)/addresses
- Practice areas and jurisdictions where admitted to practice

Bidders will be evaluated based on the number of offices in cities where Canadian Missions are located:

- Los Angeles (1 point)
- New York (1 point)
- Denver (0.5 point)
- Detroit (0.5 point)
- Seattle (0.5 point)
- San Francisco (0.5 point)
- Houston (0.5 point)
- Miami (0.5 point)
- Minneapolis (0.5 point)
- Boston (0.5 point)
- Dallas (0.5 point)
- Palo Alto (0.5 point)
- Atlanta (0.5 point)
- Chicago (0.5 point)



## PART 5 - RESULTING CONTRACT CLAUSES

### 5.1 DEFINITIONS

In the Contract, unless the context otherwise requires:

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

"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;

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

"Canada's Representative" means the person designated to act as Canada's agent and representative for the purposes of this Contract;

"Contract" means the Articles of Agreement, these general conditions, any supplemental general conditions, annexes and any other document specified or referred to as forming part of the Contract, all as amended by agreement of the Parties from time to time;

"Contractor" means the person, entity or entities named in the Contract to supply goods, services or both to Canada;

"Contract Price" means the amount stated in the Contract to be payable to the Contractor for the Work, exclusive of Applicable Taxes;

"Days" means continuous calendar days, including weekends and statutory holidays;

"Government Property" means anything supplied to the Contractor by or on behalf of Canada for the purposes of performing the Contract and anything acquired by the Contractor in any manner in connection with the Work, the cost of which is paid by Canada under the Contract;

"Party" means Canada, the Contractor, or any other signatory to the Contract and "Parties" means all of them;

"Signature" means either signed on paper, whether the original or an electronic copy of the signed paper is sent to the Contractor; and

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

### 5.2 PRIORITY OF DOCUMENTS

The Parties agree to be bound by the following documents:

- (a) Articles of Agreement;
- (b) General Conditions [2035](#) (2020-05-28);
- (c) Supplementary Conditions;



- (d) Statement of Work (Annex A);
- (e) Basis of Payment (Annex B);
- (f) Security Requirements Check List (Annex D);
- (g) Contractor's bid dated *yyyy-mm-dd*. (*Inserted at Contract award*)

In the event of discrepancies, inconsistencies or ambiguities of the wording of these documents, the document that appears first on the above list shall prevail.

### 5.3 AUTHORITIES AND COMMUNICATION

#### 5.3.1 Canada's Representative

Canada's Representative for this Contract is: (*Inserted at Contract award*)

Name:  
Title:  
Department of Foreign Affairs, Trade and Development  
Directorate:  
Address:  
Telephone:  
E-mail address:

Canada's Representative is responsible for the management of the Contract, and any changes to the Contract must be authorized in writing by Canada's Representative. 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 Canada's Representative.

#### 5.3.2 Project Authority

The Project Authority for this Contract is: (*Inserted at Contract award*)

Name:  
Title:  
Department of Foreign Affairs, Trade and Development  
Directorate:  
Address:  
Telephone:  
E-mail address:

The Project Authority is the representative of the department 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 Canada's Representative.

#### 5.3.3 Communication and Notices

Any notice under the Contract must be in writing and may be delivered by hand, courier, mail, or e-mail. It must be sent to the Party for whom it is intended at the address stated in the Contract. Any notice will only be effective on the day it is received at that address. Any notice to Canada must be delivered to Canada's Representative.



#### 5.3.4 Management of the Contract

Subject to the other provisions of this Article, Canada's Representative is responsible for the management of the Contract. Unless otherwise specified, no notice, instruction, authorization, refusal or other communication provided by Canada is valid under this Contract unless it is provided to the Contractor by Canada's Representative. Likewise, no notice, instruction, authorization, refusal or other communication to Canada made by the Contractor or on its behalf is valid unless it is made to Canada's Representative. 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 anyone other than Canada's Representative.

#### 5.3.5 Contractor's Representative

The Contractor's Representative is: *(Inserted at Contract award)*

Name:  
Title:  
Company:  
Address:  
Telephone:  
E-mail address:

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

#### 5.3.6 Amendment

To be effective, any amendment to the Contract must be done in writing and signed by Canada's Representative and the Contractor's Representative. Canada's right to exercise an Option Period is excluded from this signatures requirement.

#### 5.3.7 Assignment

The Contractor must not assign the Contract without first obtaining Canada's written consent. Any assignment made without that consent is void and will have no effect. The assignment will be effective upon execution of an assignment agreement signed by the Parties and the assignee. Assignment of the Contract does not relieve the Contractor from any obligation under the Contract and it does not impose any liability upon Canada.

### 5.4 STANDARD CLAUSES AND CONDITIONS

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

### 5.5 GENERAL CONDITIONS

[2035](#) (2020-05-28 *General Conditions - Higher Complexity - Services*, apply to and form part of the Contract.





## 5.6 ENTIRE AGREEMENT

The Contract constitutes the entire and only agreement between the Parties and supersedes all previous negotiations, communications and other agreements, whether written or oral, unless they are incorporated by reference in the Contract. There are no terms, covenants, representations, statements or conditions binding on the Parties other than those contained in the Contract.

## 5.7 APPLICABLE LAWS

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

## 5.8 NUMBER AND GENDER

In these Articles of Agreement, the singular includes the plural and vice versa, and words importing the masculine gender include the feminine gender and the neuter, and vice versa.

## 5.9 POWERS OF CANADA / STATE IMMUNITY

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

## 5.10 TIME OF THE ESSENCE

Time is of the essence. The Contractor must provide in a timely manner all components of the Work.

## 5.11 EXCUSABLE DELAY

**5.11.1** A delay in the performance by the Contractor of any obligation under the Contract that is caused by an event that:

- is beyond the reasonable control of the Contractor;
- could not reasonably have been foreseen;
- could not reasonably have been prevented by means reasonably available to the Contractor;
- occurred without the fault or neglect of the Contractor;

will be considered an "Excusable Delay" if the Contractor advises Canada's Representative of the occurrence of the delay or of the likelihood of the delay as soon as the Contractor becomes aware of it. The Contractor must also advise Canada's Representative, within fifteen (15) working days, of all the circumstances relating to the delay and provide to Canada's Representative for approval a clear work around plan explaining in detail the steps that the Contractor proposes to take in order to minimize the impact of the event causing the delay.

**5.11.2** Any delivery date or other date that is directly affected by an Excusable Delay will be postponed for a reasonable time that will not exceed the duration of the Excusable Delay.

**5.11.3** However, if an Excusable Delay has continued for 30 Days or more, Canada's Representative may, by giving notice in writing to the Contractor, terminate the Contract. In such a case, the Parties agree that neither will make any claim against the other for damages, costs, expected profits or any other loss arising out of the termination or the event that contributed to the Excusable Delay. The



Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

- 5.11.4** Unless Canada has caused the delay by failing to meet an obligation under the Contract, Canada will not be responsible for any costs incurred by the Contractor or any of its subcontractors or agents as a result of an Excusable Delay.

## **5.12 SEVERABILITY**

If any provision of the Contract is declared by a court of competent jurisdiction to be invalid, illegal or unenforceable, that provision will be removed from the Contract without affecting any other provision of the Contract.

## **5.13 SUCCESSORS AND ASSIGNS**

The Contract is to the benefit of and binds the successors and permitted assignees of Canada and of the Contractor.

## **5.14 SURVIVAL**

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

## **5.15 PERFORMANCE OF THE WORK**

### **5.15.1 Description of Work**

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

### **5.15.2 Period of the Contract**

The period of the Contract is from \_\_\_\_\_ to \_\_\_\_\_ inclusive. (*inserted at contract award*).

### **5.15.3 Option to Extend the Contract**

The Contractor grants to Canada an irrevocable option to extend the term of the Contract by up to three (3) additional one (1) year option periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment at Annex B.

### **5.15.4 Exercise of Option to Extend**

Canada may exercise this option at any time by sending a written notice to the Contractor at least one (1) days before the expiry date of the Contract. The option may only be exercised by Canada's Representative, and will be evidenced for administrative purposes only, through a Contract amendment.



#### 5.15.5 Independent Contractor

The Contractor is an independent Contractor engaged by Canada to perform the Work. Nothing in the Contract is intended to create a partnership, a joint venture or an agency between Canada and the other Party or Parties. The Contractor must not represent itself as an agent or representative of Canada to anyone. Neither the Contractor nor any of its personnel is engaged as an employee or agent of Canada. The Contractor is responsible for all deductions and remittances required by law in relation to its employees.

#### 5.15.6 Conduct

The Contractor must:

- (a) perform the Work diligently and efficiently;
- (b) perform the Work with honesty and integrity;
- (c) except for Government Property, supply everything necessary to perform the Work;
- (d) select and employ a sufficient number of qualified persons;
- (e) perform the Work in accordance with standards of quality acceptable to Canada and in full conformity with the specifications and all the requirements of the Contract; and,
- (f) provide effective and efficient supervision to ensure that the quality of workmanship meets the requirements of the Contract.

#### 5.15.7 Assigned Individuals

If specific individuals are identified in Annex A to perform the Work:

- (a) the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control;
- (b) the Contractor must obtain Canada's written approval, through Canada's Representative, before replacing, removing or adding an individual to the approved team, and, more specifically, before any services are rendered by such individual; and
- (c) the Contractor must not, in any event, allow performance of the Work by unauthorized replacement individuals.

#### 5.15.8 Resources

Canada reserves the right to conduct periodic background checks on personnel employed or subcontracted by the Contractor.

Canada reserves the right, in its sole discretion, 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 Canada.

#### 5.15.9 Replacements

Canada may order that a replacement individual stops performing the Work. In this case, the Contractor must immediately comply with the order and secure a further replacement in accordance with section *Assigned Individuals*. The fact that Canada does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.



#### **5.15.10 Compliance with Local Law**

In the performance of Services under this Contract, the Contractor will comply with all applicable provisions of the laws in force in state and federal laws applicable in the jurisdiction in which the work is performed.

#### **5.15.11 Inspection and Acceptance**

All the Work is subject to inspection and acceptance by Canada. Inspection and acceptance of the Work by Canada do not relieve the Contractor of its responsibility for defects or other failures to meet the requirements of the Contract. Canada will have the right to reject any work that is not in accordance with the requirements of the Contract and require its correction or replacement at the Contractor's expense.

#### **5.15.12 Security Requirements**

There is no security requirement applicable to this Contract

#### **5.15.13 Green Procurement**

**5.15.13.1** The Contractor should make every effort to ensure that all documents prepared or delivered under this contract are printed double-sided on Ecologo certified recycled paper or on paper with equivalent post-consumer recycled content, to the extent it is procurable.

**5.15.13.2** The Contractor should make every effort to use environmentally preferred goods, services and processes, as required, to reduce any environmental impacts resulting from the performance of the Work. Environmentally preferable goods and services are those that have a lesser or reduced impact on the environment over the life cycle of the good or service, when compared with competing goods or services serving the same purpose. Environmental performance considerations include, among other things: the reduction of greenhouse gas emissions and air contaminants; improved energy and water efficiency; reduced waste and support reuse and recycling; the use of renewable resources; reduced hazardous waste; and reduced toxic and hazardous substances.

### **5.16 CERTIFICATIONS**

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.

### **5.17 HEALTH AND SAFETY**

Contractor must comply with all requirements of applicable Canadian (federal, provincial, municipal), foreign and local environmental, health and safety laws and regulations. The Contractor must follow the prevention and infection control measures of the workplace or put in place by the Canadian mission (i.e. practise physical distancing, practise proper hand washing, avoid touching face with unwashed hands, etc.) and follow the proper protocols to complete the required work such as utilizing the appropriate equipment and personal protective equipment (PPE) as necessary. The Contractor is responsible for all costs associated with the compliance to protective measures and any other costs related to the general health and safety of its employees and agents.



## 5.18 PAYMENT TERMS

### 5.18.1 Basis of Payment

Canada will pay the Contractor in accordance to the Basis of Payment included as Annex B. Payment under this Contract, except advance payments, will be conditional on the performance, completion and delivery of the Work, or any part of the Work to the satisfaction of Canada.

### 5.18.2 Limitation of Expenditure

Canada's total liability to the Contractor under the Contract must not exceed \_\_\_\_\_(USD) (*inserted at Contract award*). Customs duties are excluded and Applicable Taxes are extra.

No increase in the total liability of Canada, in the Contractor's hourly rates or in the price of the Work resulting from any changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these changes, modifications or interpretations have been approved, in writing, by Canada's Representative 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 Canada's Representative. The Contractor must notify Canada's Representative in writing as to the adequacy of this sum:

- when it is 75 percent committed, or
- 4 months before the end of the Period of the Contract, or
- as soon as the Contractor considers that the Contract funds provided by Canada are inadequate for the completion of the Work, whichever comes first.

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

### 5.18.3 Limitation of Price

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

### 5.18.4 Method of Payment – Monthly Payments

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.

### 5.18.5 Audit

Any amount paid or claimed under the Contract is subject to government audit both before and after payment is made. The Contractor must keep proper accounts and records of the cost of performing the Work and keep all documents relating to such cost for 6 years after it receives the final payment under the Contract.



### 5.18.6 Invoicing Instructions

**5.18.6.1** The Contractor must ensure that each invoice it provides to Canada

- (a) is submitted in the Contractor's name;
- (b) is submitted each month do so for each delivery or shipment;
- (c) only applies to the Contract;
- (d) shows the date, the name and address of the Project Authority, the description of the Work and the Contract number;
- (e) details the claimed fees and disbursements, if applicable, in accordance with the Basis of Payment, exclusive of Applicable Taxes;
- (f) sets out Applicable Taxes, such as the Contractor's output VAT, as a separate item along with corresponding registration numbers from the tax authorities;
- (g) identifies all items that are zero-rated, exempt from Applicable Taxes or to which it does not apply.

**5.18.6.2** By submitting an invoice, the Contractor certifies in each case that the invoice is consistent with the Work delivered and is in accordance with the Contract.

### 5.18.7 Discrepancies

If the contents of the invoice and its substantiating documentation are not in accordance with the Contract or the Work is not in acceptable condition, Canada will notify the Contractor within 15 Days of the invoice receipt. The 30-Day payment period begins upon receipt of the revised invoice or the replacement or corrected Work. Failure by Canada to notify the Contractor within 15 Days will only result in the date specified in subsection 16 of [2035](#) (2020-05-28) *General Conditions - Higher Complexity - Services*, to apply for the sole purpose of calculating interest on overdue accounts.

### 5.18.8 Termination Payments

If a termination for convenience notice is given pursuant to section 30 of [2035](#) (2020-05-28) *General Conditions - Higher Complexity - Services*, the Contractor will be entitled, in accordance with the Basis of Payment (Annex B), to be paid only the amounts that have been reasonably and properly incurred to perform the Contract to the extent that the Contractor has not already been paid or reimbursed by Canada. Under no circumstance will Canada be liable to the Contractor for early termination of this Contract.

### 5.18.9 Remittance to appropriate tax authority

The Contractor agrees to remit to the appropriate government tax authority any amount of applicable tax legally required to be remitted by the Contractor, pursuant to applicable tax laws.

## 5.19 SUSPENSION AND INFRACTION

### 5.19.1 Suspension of the Work

Canada may at any time, by written notice, order the Contractor to suspend or stop the Work or part of the Work under the Contract. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so.

### 5.19.2 Infraction

Canada may terminate this Contract or reduce or suspend any payments under it if the Contractor fails to honour the provisions in the section titled *Governance and Ethics*.



## 5.20 INSURANCE TERMS

### 5.20.1 Insurance at Discretion of Contractor

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.

## 5.21 GOVERNANCE AND ETHICS

### 5.21.1 Conflict of Interest and Values and Ethics Codes for the Public Service

The Contractor acknowledges that individuals who are subject to the provisions of the Conflict of Interest Act (S.C. 2006, c. 9, s. 2), the Conflict of Interest Code for Members of the House of Commons, the Values and Ethics Code for the Public Service, Code of Conduct for Canadian Representatives Abroad or all other codes of values and ethics applicable within specific organizations cannot derive any direct benefit resulting from the Contract. The Contractor will notify Canada in writing of any situation, of which the Contractor is or becomes aware, in which one of the Contractor's agents, employees or contractors derives, or is in a position to derive, an unauthorized benefit.

### 5.21.2 Incapacity to Contract with the Government

The Contractor certifies that no one convicted under any of the provisions under subsection (a) or (b) are to receive any benefit under the Contract. In addition, the Contractor certifies that except for those offences where a criminal pardon or a record suspension has been obtained or capacities restored by the Governor in Council, neither the Contractor nor any of the Contractor's affiliates has ever been convicted of an offence under any of the following provisions:

- (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 Canadian Financial Administration Act (R.S.C. 1985, c. F-11); 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 (R.S.C. 1985, c. C-46); or
- (c) section 462.31 (Laundering proceeds of crime) or sections 467.11 to 467.13 (Participation in activities of criminal organization) of the Criminal Code of Canada (R.S.C. 1985, c. C-46); or
- (d) section 45 (Conspiracies, agreements or arrangements between competitors), 46 (Foreign directives) 47 (Bid-rigging), 49 (Agreements or arrangements of federal financial institutions), 52 (False or misleading representation), 53 (Deceptive notice of winning a prize) under the Canadian Competition Act (R.S.C. 1985, c. C-34); or
- (e) section 239 (False or deceptive statements) of the Canadian Income Tax Act (R.S.C., 1985, c. 1 (5th Supp.)); or
- (f) section 327 (False or deceptive statements) of the Canadian Excise Tax Act, (R.S.C., 1985, c. E-15); or
- (g) section 3 (Bribing a foreign public official) of the Canadian Corruption of Foreign Public Officials Act (S.C. 1998, c. 34); or
- (h) section 5 (Trafficking in substance), section 6 (Importing and exporting), or section 7 (Production of substance) of the Canadian Controlled Drugs and Substance Act (S.C. 1996, c. 19); or
- (i) any provision under the local law having a similar effect to the above-listed provisions.



### 5.21.3 Anti-Terrorism

Consistent with numerous United Nations Security Council resolutions, including S/RES/1267 (1999) concerning Al Qaida and the Taliban, and associated individuals and entities, both Canada and the Contractor are firmly committed to the international fight against terrorism, and in particular, against the financing of terrorism. The Contractor acknowledges that neither it, nor any of its employees, Directors, or agents is an entity listed, in relation to terrorists groups and those who support them, under subsection 83.05 of the Criminal Code of Canada, and as identified thereto in a "List of Entities" which may be found at < <http://laws-lois.justice.gc.ca/eng/regulations/SOR-2002-284/index.html> > and that it is not nor will it knowingly work with any party and entity appearing on the New Consolidated List established and maintained by the UN Security Council's 1267 Committee. Furthermore, the Contractor acknowledges that it will not knowingly directly or indirectly collect, provide or make available funds or property intending that they be used, or knowing that they will be used, to carry out or facilitate terrorist activities, or knowing that the funds or property will be used or will benefit a terrorist entity as identified in the List of Entities.

## 5.22 DISPUTE RESOLUTION

### 5.22.1 Discussion and Negotiation

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

### 5.22.2 Procurement Ombudsman

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the Canadian Department of Public Works and Government Services Act (S.C. 1996, c. 16) will, on request and consent of the parties to bear the cost of such process, participate in an alternative dispute resolution process to resolve any dispute between the parties respecting the interpretation or application of a term and condition of this contract. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by email at [boa.opo@boa.opo.gc.ca](mailto:boa.opo@boa.opo.gc.ca).





## ATTACHEMENT 1 TO DRAFT CONTRACT - SUPPLEMENTARY CONDITIONS

### 5.23 TASK AUTHORIZATION

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

#### 5.23.1 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.

#### 5.23.2 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.

#### 5.23.3 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.



#### 5.23.4 Periodic Usage Reports – Contracts with Task Authorizations

The Contractor must compile and maintain records of 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:

1<sup>st</sup> quarter: April 1 to June 30

2<sup>nd</sup> quarter: July 1 to September 30

3<sup>rd</sup> quarter: October 1 to December 31

4<sup>th</sup> 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

Her majesty the Queen in right of Canada as represented by the Ambassador of Canada to the United States of America' 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) such as reviewing and negotiating leases throughout the US; 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. These include but are not limited to: advice on local employment laws which vary widely by state, employee dispute mediations, and special circumstances relating to local staff working for foreign governments, etc.

##### 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.

The work is largely complex and sensitive in nature. The contractor will encounter legal matters that include but are not limited to extradition laws, environmental policy, 3rd party country sanctions, and a wide variety of subjects that focus on law pertaining to United States and Canada relations. 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.

The Contractor should be able to provide the requested service in a reasonable amount of time. If the Contractor is unable to provide the requested service in a reasonable amount of time, the Contractor must advise the Canadian Mission promptly.

#### 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. The contractor should provide the names of the lawyers and paralegals who will be assigned to work on legal matters and their hourly rates. 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.



**ANNEX B - BASIS OF PAYMENT**

Name of Bidder:

Address:

Contact Person:

Phone number: (     )     -     

E-mail:

*Print Name and Capacity*

*Date*

**Firm Hourly Rate**

The Contractor will be paid firm hourly rates as follows, for Work performed in accordance with the Contract. Any Applicable Tax is extra.

During the extended period of the Contract, the Contractor will be paid the following firm hourly rates, in accordance with the rate indicated in the column "Firm Hourly Rate (USD) for Option Year 3, 4 & 5" to perform all the Work in relation to the contract extension.

Real Estate Law					
Name/Position	Estimated # of hours/year	Firm Hourly Rate (USD) For Year 1 & 2	Year 1 & 2 Total (Hours x Rate)	Firm Hourly Rate (USD) for Option Year 3, 4 & 5	Options Total (Hours x Rate)
Name: Partner	40 hours	\$	A=\$	\$	C=\$
Name: Associate	40 hours	\$	B=\$	\$	D=\$
Total for Year 1 & 2 (A+B):			E=\$		
Total for Option Year 3, 4 & 5 (C+D):			F=\$		
Total Value Real Estate Law (E+F):			\$		



Employment Law					
Name/Position	Estimated # of hours/year	Firm Hourly Rate (USD) For Year 1 & 2	Year 1 & 2 Total (Hours x Rate)	Firm Hourly Rate (USD) for Option Year 3, 4 & 5	Options Total (Hours x Rate)
Name: Partner	40 hours	\$	A=\$	\$	C=\$
Name: Associate	40 hours	\$	B=\$	\$	D=\$
Total for Year 1 & 2 (A+B):			E=\$		
Total for Option Year 3, 4 & 5 (C+D):			F=\$		
Total Value Employment Law (E+F):			\$		

Commercial Law					
Name/Position	Estimated # of hours/year	Firm Hourly Rate (USD) For Year 1 & 2	Year 1 & 2 Total (Hours x Rate)	Firm Hourly Rate (USD) for Option Year 3, 4 & 5	Options Total (Hours x Rate)
Name: Partner	40 hours	\$	A=\$	\$	C=\$
Name: Associate	40 hours	\$	B=\$	\$	D=\$
Total for Year 1 & 2 (A+B):			E=\$		
Total for Option Year 3, 4 & 5 (C+D):			F=\$		
Total Value Commercial Law (E+F):			\$		

**Total Estimated Performance Cost = \$Total Value of Real Estate Law + Employment Law + Commercial Law (USD)**

**Disbursement or Other Direct Expenses**

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead. The Contractor will be reimbursed in accordance with the meal allowances specified in Appendices B, C and D of the National Joint Council Travel Directive, and with the other provisions of the directive referring to “travelers”, rather than those referring to “employees”. Canada will not pay the Contractor any incidental expense allowance for authorized travel. The Contractor must provide receipts in order to be reimbursed. With the exception of emergencies, the Mission will endeavor to provide a minimum of twenty-four (24) hours advance notice to allow the Contractor to be able to



prepare an estimate of costs and schedule appropriate staff to complete the additional requested services.

Disbursement Estimated cost: to be inserted at contract award (USD)

**Total Estimated Cost:** to be inserted at contract award (USD)(*Applicable Tax extra.*)



### ANNEX C – TASK AUTHORIZATION FORM

TASK AUTHORIZATION			
<b>Contractor's Name:</b>	<b>Contract Number:</b>		
<b>Address:</b>	<b>Fund Center:</b>		
<b>Task Authorization Number:</b>	<b>Date:</b>		
<b>Amendment Number:</b>			
<b>New TA (if applicable)</b>			
Total Estimated Cost of Task (GST/HST extra) before any revisions :		\$	
<b>TA Revision (if applicable)</b>			
TA Revision #:	Authorized Increase or Decrease (GST/HST extra): \$		
Total Estimated Cost of Task (GST/HST extra) after this new revision :		\$	
<b>Required Work</b>			
(For completion by Technical Authority)			
<p><b>1. Task Description of Work to be Performed</b></p> <p><b>Statement of Work</b></p>  <p><b>Description of any Deliverable(s) required</b> (including the required format and media)</p> <p>Any reporting obligations and deadlines for submitting the reports as they will apply to the resulting Contract will be described here</p>			
<b>2. PERIOD OF SERVICES</b>	<b>From:</b>		<b>To:</b>
<b>3. Work Location :</b>			
<b>4. Building type (if applicable) :</b>	<input type="checkbox"/> Chancery <input type="checkbox"/> Official Residence <input type="checkbox"/> Staff Quarters		
<b>5. Travel Requirement :</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No   Specify:		
<b>6. Other Conditions /Restraints :</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No   Specify:		
<b>7. Contract Security Requirements (if applicable)</b>			
<input type="checkbox"/> No <input type="checkbox"/> Yes Refer to the Security Requirements Checklist (SRCL) annex of the Contract.			
<input type="checkbox"/> Reliability Status <input type="checkbox"/> Secret <input type="checkbox"/> Top Secret <input type="checkbox"/> Other			
<b>8. LANGUAGE REQUIREMENT</b>			
<input type="checkbox"/> English and French <input type="checkbox"/> French <input type="checkbox"/> English			
Remarks (if applicable) :			





**TA Proposal**  
**[For completion by Contractor]**

**9. Estimated Cost Contract**

Category (Level) and Name of Proposed Resource	PWGSC Security File Number	Firm Per Diem Rate	Estimated # of Days	Total cost
<b>Professional services estimated cost</b>	<b>Total :</b>			
<b>Applicable taxes :</b>				
<b>Grand Total :</b>				

<b>Travel &amp; Living</b>	<b>Estimated Cost :</b>	
<b>Material Cost</b>	<b>Estimated Cost :</b>	
<b>Shipping Cost (reimbursable at cost)</b>	<b>Estimated Cost :</b>	
<b>Applicable taxes :</b>		
<b>Grand Total :</b>		

**10. Basis of Payment & Invoicing**

In accordance with the article entitled "Basis of Payment" in the Contract.

Payment to be made based on receipt of detailed monthly invoices for services rendered and/or goods received, subject to full acceptance by the Project/Technical Authority. Total of payments not to exceed the Contract value.

Original invoices shall be sent to the Project/Technical Authority. One copy of each invoice, together with attachments, shall be sent to the Contracting Authority.

**11. Authorization**

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

Name of Project Authority

Signature \_\_\_\_\_ Date \_\_\_\_\_

Name of Contracting Authority

Signature \_\_\_\_\_ Date \_\_\_\_\_

**Contractor's Signature**

Name and title of individual authorized to sign for the Contractor

Signature \_\_\_\_\_ Date \_\_\_\_\_



## ANNEX D - SECURITY REQUIREMENTS CHECK LIST (SRCL)



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

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

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine Global Affairs Canada	2. Branch or Directorate / Direction générale ou Direction WSHDC	
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail Canada will require legal services & counsel for an estimated 5 year period from a US based law firm in support of employment, real estate, and commercial legal matters. This support is for the Embassy of Canada in Washington, DC as well as other Canadian Consulates throughout the US. The general legal counsel is provided electronically and does not generally require on site presence from the contractor.		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?	<input checked="" type="checkbox"/> No / Non	<input type="checkbox"/> Yes / Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?	<input checked="" type="checkbox"/> No / Non	<input type="checkbox"/> Yes / Oui
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)	<input checked="" type="checkbox"/> No / Non	<input type="checkbox"/> Yes / Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.	<input checked="" type="checkbox"/> No / Non	<input type="checkbox"/> Yes / Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?	<input checked="" type="checkbox"/> No / Non	<input type="checkbox"/> Yes / Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions / Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable / À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à : <input type="checkbox"/>	Restricted to: / Limité à : <input type="checkbox"/>	Restricted to: / Limité à : <input type="checkbox"/>
Specify country(ies) / Préciser le(s) pays :	Specify country(ies) / Préciser le(s) pays :	Specify country(ies) / Préciser le(s) pays :
7. c) Level of information / Niveau d'information		
PROTECTED A / PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET / SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET / SECRET <input type="checkbox"/>
TOP SECRET / TRÈS SECRET <input type="checkbox"/>		TOP SECRET / TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité





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

**PART A (continued) / PARTIE A (suite)**

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
 Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui  
 If Yes, indicate the level of sensitivity:  
 Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?  
 Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?  No / Non  Yes / Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :  
 Document Number / Numéro du document :

**PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)**

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

- |  |   |   |  |
|--|---|---|--|
| <input type="checkbox"/> RELIABILITY STATUS<br>COTE DE FIABILITÉ   | <input type="checkbox"/> CONFIDENTIAL<br>CONFIDENTIEL           | <input type="checkbox"/> SECRET<br>SECRET           | <input type="checkbox"/> TOP SECRET<br>TRÈS SECRET               |
| <input type="checkbox"/> TOP SECRET-SIGINT<br>TRÈS SECRET - SIGINT | <input type="checkbox"/> NATO CONFIDENTIAL<br>NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET<br>NATO SECRET | <input type="checkbox"/> COSMIC TOP SECRET<br>COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS<br>ACCÈS AUX EMPLACEMENTS     |   |   |  |

Special comments:  
 Commentaires spéciaux : \_\_\_\_\_

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

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

**PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)**

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?  
 Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?  
 Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?  No / Non  Yes / Oui

**PRODUCTION**

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?  
 Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?  No / Non  Yes / Oui

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

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

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

TBS/SCT 350-103(2004/12)

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

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

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

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

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

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

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  
 La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?  Non

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

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?  
 La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?  Non  Oui

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



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

**PART D - AUTHORIZATION / PARTIE D - AUTORISATION**

13. Organization Project Authority / Chargé de projet de l'organisme

Name (print) - Nom (en lettres moulées) Jean-Ludger Bastien	Title - Titre Deputy Management Consular Officer	Signature Bastien, JeanLudger	WSHDC 2020.12.17 11:51:33 -05'00'
Telephone No. - N° de téléphone 202-682-7705	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel jean-ludger.bastien@international.gc.ca	Date 17-12-2020

14. Organization Security Authority / Responsable de la sécurité de l'organisme

Name (print) - Nom (en lettres moulées) Hendrik Kuipers	Title - Titre Readiness Program Manager	Signature Kuipers, Hendrik	Digitally signed by Kuipers, Hendrik Date: 2020.12.17 11:08:52 -05'00'
Telephone No. - N° de téléphone 202-448-6384	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel hendrik.kuipers@international.gc.ca	Date 17-12-2020

15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? / Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?  No / Non  Yes / Oui

16. Procurement Officer / Agent d'approvisionnement

Name (print) - Nom (en lettres moulées)	Title - Titre	Signature Johnson, Carter	Digitally signed by Johnson, Carter Date: 2021.05.20 11:30:51 -04'00'
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date

17. Contracting Security Authority / Autorité contractante en matière de sécurité

Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date