

**REQUEST FOR PROPOSAL (RFP)
FOR THE REQUIREMENT OF A
FOREIGN PROCUREMENT EXPERT
TO PROVIDE SUPPORT TO THE
TECHNICAL ASSISTANCE PARTNERSHIP PROJECT
FOR THE
OFFICE OF THE COMMISSIONER
FOR FEDERAL JUDICIAL AFFAIRS CANADA (FJA)**

File No. FJA-2023-028

CLOSING DATE: Monday, August 14, 2023 at 10:00 AM ET

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT / DOCUMENT
CONTIENT DES EXIGENCES RELATIVES À LA SÉCURITÉ

BIDS TO BE SUBMITTED TO:

DANIEL MORIN

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99 Metcalfe Street, 8th Floor
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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

1. Before access to sensitive information is provided to the Bidder, the following conditions must be met:
 - a. the Bidder's proposed individuals requiring access to sensitive information, assets or sensitive work sites must meet the security requirements as indicated in Part 6 - Resulting Contract Clauses;
 - b. the Bidder's security capabilities must be met as indicated in Part 6 - Resulting Contract Clauses.
2. For additional information on security requirements, Bidders should refer to the Contract Security Program of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

1.2 Statement of Work

The Work to be performed is detailed under Article 6.2 of the resulting contract clauses.

1.3 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The [2003](#) (2023-06-08) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 90 days

2.2 Submission of Bids

Bids must be submitted only to the contracting authority by the date, time and place indicated on page 1 of the bid solicitation. Refer to Part 3 for more details.

2.3 Former Public Servant

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

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: 2019-01](#) 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.

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 3 calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.5 Applicable Laws

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

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

2.6 Basis for Canada's Ownership of Intellectual Property

Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, for the following reason, as set out in the [Policy on Title to Intellectual Property Arising Under Crown Procurement Contracts](#): «To generate knowledge and information for public dissemination».

2.7 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)¹
 - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

2.8 Volumetric Data

Any estimation data included in this RFP document has been provided to Bidders to assist them in preparing their bids. The inclusion of this data in this bid solicitation does not represent a commitment by Canada that Canada's future usage of the service identified in this bid solicitation will be consistent with this data. It is provided purely for information purposes.

¹ The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an impartial, independent venue for Canadian bidders to raise complaints regarding the award of certain federal contracts under \$30,300 for goods and \$121,200 for services. If you have concerns regarding the award of a federal contract below these dollar amounts, you may contact OPO by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca.

PART 3 - BID PREPARATION INSTRUCTIONS

If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid FJA.Admin@fja-cmf.gc.ca.

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

Section I: Technical Bid

Section II: Financial Bid

Section III: Certifications

Section IV: Additional Information (in additional attachment(s) if required)

The maximum size per email (including attachments) **is limited to 20MB**. If the limit is exceeded, your email might not be received by FJA. You may choose to send multiple emails to ensure delivery. Bidders are responsible for sending their proposal to allow enough time for FJA to receive the proposal by the closing period indicated in this RFP.

FJA will not be responsible for any failure attributable to the transmission or receipt of the email bid. FJA will send a confirmation email to the Bidder when the submission is received.

If the Bidder chooses to submit its bid in hard copies, Canada requests that the Bidder submits its bid in separately bound sections as follows:

Section I: Technical Bid (3 hard copies)

Section II: Financial Bid (3 hard copies)

Section III: Certifications (3 hard copies)

Section IV: Additional Information (3 hard copies)

If the Bidder is simultaneously providing copies of its bid using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided to FJA.Admin@fja-cmf.gc.ca, the wording of the electronic copy will have priority over the wording of the other copies.

Due to the nature of the bid solicitation, bids transmitted by CPC Connect service and by facsimile will not be accepted.

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

Canada requests that bidders follow the format instructions described below in the preparation of hard copy of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In order to assist Canada in meeting the objectives of the [Policy on Green Procurement](#) when feasible bidders should prepare and submit their bid as follows:

- 1) Include all environmental certification(s) relevant to your organization (such as ISO 14001, Leadership in Energy and Environmental Design (LEED), Carbon Disclosure Project, etc.).
- 2) Include all third party environmental certification(s) or Environmental Product Declaration(s) (EPD) specific to your product/service (such as Canadian Standards Association (CSA Group), Underwriters Laboratories (ULSolutions); Forest Stewardship Council (FSC), ENERGYSTAR, etc.).
- 3) Unless otherwise noted, bidders are encouraged to submit bids electronically. If hard copies are required, bidders should:
 - a. use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably managed forest and containing minimum 30% recycled content; and
 - b. use an environmentally preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of Cerlox, duo tangs, spiral binding or binders, and must not contain any single-use plastics.

Canada is committed to achieving [net zero greenhouse gas \(GHG\) emissions by 2050](#) in an effort to position Canada for success in a green economy and to mitigate climate change impacts. As a result, future solicitations may include the following:

- there may be evaluation criteria or other instructions in the solicitation or contract documents related to measuring and disclosing your company's GHG emissions;
- you may be requested or required to join one of the following initiatives to submit a bid, offer or arrangement or if you are awarded the contract:
 - Canada's Net-Zero Challenge;
 - the United Nations Race to Zero;
 - the Science-based Targets Initiative;
 - the Carbon Disclosure Project;
 - the International Organization for Standardization;
- you may be required to provide other evidence of your company's commitment and actions toward meeting net zero targets by 2050.

Section I: Technical Bid

In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the pricing schedules detailed in Attachment 1 to Part 3, excluding applicable taxes. Unless otherwise indicated, Bidders must include a single, firm, all-inclusive per diem rate in Canadian dollars in each cell requiring an entry in the pricing table.

Variation in Rates By Time Period: Where the financial tables provided by Canada allow different firm rates to be charged during different time periods:

- a. the rate bid must not increase by more than 5% from one time period to the next, and
- b. the rate bid during any subsequent time period must not be lower than the rate bid for the time period that includes the first month of the Initial Contract Period.

All Costs to be Included: The financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period, including any option periods.

Section III: Certifications

Bidders must submit the certifications required under Part 5.

Section IV: Additional Information

Any additional information requested by this RFP not included in other sections.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

Mandatory Technical Criteria:

Each bid will be reviewed to determine whether it meets the mandatory requirements of the bid solicitation. Any element of the bid solicitation that is identified specifically with the words "must" or "mandatory" is a mandatory requirement. Bids that do not comply with each and every mandatory requirement will be considered non-responsive. The Mandatory Technical Criteria are described in Attachment 1 to Part 4.

Point-Rated Technical Criteria:

Each bid will be rated by assigning a score to the rated requirements, which are identified in the bid solicitation by the word "rated" or by reference to a score. The rated requirements are described in Attachment 2 to Part 4.

4.1.2 Financial Evaluation

Unless otherwise specified in the RFP, the financial evaluation will be conducted by calculating the Total Bid Price using the Pricing Table completed by the bidders. The Bidder must provide firm, all inclusive, per diem rates for the resource(s) being proposed in accordance with the bid solicitation, which may include an initial contract period and option periods.

4.2 Basis of Selection**Highest Combined Rating of Technical Merit and Price**

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation;
 - b. meet all mandatory criteria; and,
 - c. obtain the required minimum of 25 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 50 points.
2. Bids not meeting (a), (b), or (c) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70 % for the technical merit and 30 % for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equal 80 and the lowest evaluated price is \$40,000 (40).

Basis of Selection – (Highest Combined Rating Technical Merit (70%) and Price (30%))

		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		75/80	70/80	65/80
Bid Evaluated Price		\$60,000.00	\$42,000.00	\$40,000.00
Calculations	Technical Merit Score	$75/80 \times 70 = 68.25$	$70/80 \times 70 = 61.25$	$65/80 \times 70 = 56.875$
	Pricing Score	$40/60 \times 30 = 20.00$	$40/42 \times 30 = 28.57$	$40/40 \times 30 = 30.00$
Combined Rating		88.25	89.82	86.875
Overall Rating		2 nd	1 st	3 rd

If more than one bidder is ranked first because of identical overall scores, then the bidder with the highest technical score will become the top-ranked bidder.

All contracts are subject to Canada's internal approvals process, which includes a requirement to approve funding in the amount of any proposed contract. Despite the fact that the Bidder may have been recommended for the issuance of a contract, a contract will only be awarded if internal approval is granted according to Canada's internal policies. If approval is not granted, no contract will be awarded.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

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

5.2.2 Additional Certifications Precedent to Contract Award

5.2.2.1 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 similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability.

5.2.2.2 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.

5.2.2.3 Certification of Language – English Essential

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

5.2.2.4 Submission of Only One Bid

The Bidder certifies that it does not consider itself to be related to any other bidder.

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

The following security requirements apply and form part of the Contract.

1. The Contractor/Offeror personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the Contract Security Program, Public Works and Government Services Canada or FJA.
2. The Contractor/Offeror MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of FJA.
4. The Contractor/Offeror must comply with the provisions of the Industrial Security Manual (Latest Edition).

6.2 Statement of Work

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

6.3 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>) issued by Public Works and Government Services Canada.

6.3.1 General Conditions

[2010B](#) (2022-12-01), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

6.3.2 Canada to own intellectual property rights in Foreground Information

[4007](#) (2022-12-01), Supplemental General Conditions – Canada to own intellectual property rights in Foreground Information, apply to and form part of the Contract.

6.3.3 Compliance with on-site measures, standing orders, policies, and rules

The Contractor must comply and ensure that its employees and subcontractors comply with all security measures, standing orders, policies or other rules in force at the site where the Work is performed.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of Contract to May 31, 2025, inclusive.

6.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 3 additional periods as specified below 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.

The option periods are:

- From April 1, 2025 to March 31, 2026
- From April 1, 2026 to March 31, 2027
- From April 1, 2027 to May 31, 2028

Canada may exercise this option at any time by sending a written notice to the Contractor before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

6.5 Authorities

6.5.1 Contracting Authority *[To be added at Contract Award]*

The Contracting Authority for the Contract is:

Name: _____

Title: _____

Office of the Commissioner for Federal Judicial Affairs Canada

Address: _____

Telephone: ____ / Email address: _____

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

6.5.2 Project Authority *[To be added at Contract Award]*

The Project Authority for the Contract is:

Name: _____

Title: _____

Office of the Commissioner for Federal Judicial Affairs Canada

Address: _____

Telephone: ____ / Email address: _____

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

6.5.3 Contractor's Representative

Name: [_____]

Title: [_____]

Telephone: [_____]

E-mail address: [_____]

6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2019-01](#) of the Treasury Board Secretariat of Canada.

6.7 Payment

6.7.1 Basis of Payment

- i. **Professional Services:** For the provision of professional services the Contractor will be paid for actual time worked, in accordance with the firm all-inclusive per diem rates set out in Annex B, Basis of Payment, Applicable taxes extra. Partial days will be prorated based on actual hours worked based on a 7.5-hour workday.

Estimated Cost: [\$_____]

- ii. **Acquisition of goods/services:** In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in the Contract.

Estimated Cost: [\$_____]

- iii. **Purpose of Estimates:** All estimated costs contained in the Contract are included solely for the administrative purposes of Canada and do not represent a commitment on the part of Canada to purchase services in these amounts.

6.7.2 Limitation of Expenditure

Canada's total liability to the Contractor under the Contract must not exceed \$ _____. Customs duties are included and applicable taxes are extra.

No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum when:

- A. It is 75 percent committed, or
- B. 4 months before the Contract expiry date, or
- C. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

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

6.7.3 Time Verification

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

6.8 Invoicing Instructions

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

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed, and/or;
- b. a copy of the release document and any other documents as specified in the Contract, and/or;
- c. a copy of the monthly progress report.

Invoices must be sent to the Project Authority identified under the section entitled "Authorities" of the Contract and to FJA.Finance@fja-cmf.gc.ca.

6.8.1 Monthly Payment (Professional Services)

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

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

6.8.2 Advance Payment (for acquisition of the goods/services, if authorized by FJA)

Canada will pay the Contractor in advance for the Work (for acquisition of the goods/services) 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.

6.9 Certifications and Additional Information

6.9.1 Compliance

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

6.10 Applicable Laws

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

6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions [2010B](#) (2022-12-01) - Professional Services (Medium Complexity);
- (c) [4007](#) (2022-12-01), Supplemental General Conditions - Canada to own intellectual property rights in Foreground Information;
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) the Contractor's bid dated _____ (*insert date of bid*)

6.12 Insurance

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

6.13 T1204 – Direct Request by Customer Department

Pursuant to paragraph 221 (1)(d) of the Income Tax Act, R.S. 1985, c. 1 (5th Supp.), payments made by departments and agencies to contractors under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T1204 Government Service Contract Payments slip.

To enable departments and agencies to comply with this requirement, the Contractor must provide Canada, upon request, its business number or Social Insurance Number, as applicable. (These requests may take the form of a general call-letter to contractors, in writing or by telephone).

6.14 Dispute Resolution

The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 25 working days after the dispute was initially raised to the other party in writing, either Party may contact the Office of the Procurement Ombudsman (OPO) to request dispute resolution/mediation services. OPO may be contacted by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca. For more information on OPO's services, please see the [Procurement Ombudsman Regulations](#) or visit the [OPO website](#).

6.15 Contract Administration

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an impartial, independent venue for Canadian bidders to raise complaints regarding the administration of certain federal contracts, regardless of dollar value. If you have concerns regarding the administration of a federal contract, you may contact OPO by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca. For more information on OPO's services, please see the [Procurement Ombudsman Regulations](#) or visit the [OPO website](#).

**ANNEX A - STATEMENT OF WORK
FOREIGN PROCUREMENT EXPERT
FOR THE TECHNICAL ASSISTANCE PARTNERSHIP PROJECT**

1. Background

The Office of the Commissioner for Federal Judicial Affairs Canada (FJA) through its International Programs Division (IPD) requires the services of a Foreign Procurement Expert to provide technical expertise in the area of international procurement and negotiation, specifically to facilitate the contracting of foreign entities for the execution of overseas judicial reform technical assistance initiatives.

The overarching goal of the technical assistance project is to strengthen legal and judicial institutions in partner-countries through the sharing of Canadian expertise and best practices. The project is expected to engage with up to 15 foreign countries in the span of 5 years. The Foreign Procurement Expert will be central in achieving assistance objectives by assisting FJA with the procurement of goods and services required for project operations in the field. The procurement shall include, but not be limited to the following: event venues and related services, transportation arrangements, equipment and technology, catering for project events, professional services of local experts, interpreters and other specialists as required by project needs.

At present, FJA is limited in directly contracting with foreign entities and requires outside management services for the financial administration of foreign contracts.

2. Objective

The Foreign Procurement Expert will engage, for FJA, in procurement of goods and services by means of entering into contracts with, and providing payment to, providers of goods and services related to the technical assistance project.

3. Scope of Work

The Foreign Procurement Expert will be expected to deliver the following services:

- Procurement Planning: develop comprehensive procurement strategy based on FJA IPD international project implementation requirements and needs.
- Procurement of goods and services from multiple foreign suppliers for the implementation of a judicial reform project in a partner-country. The procurement implementation will entail:
 - Lead and oversee the procurement processes to ensure compliance with FJA policies and international best practices;
 - Identify potential suppliers, obtain quotes, and evaluate options for cost-effectiveness and quality; solicit, assess and document competitive offers as appropriate;
 - Act as the primary negotiator in contracting discussions with foreign entities;
 - Contract Execution: Oversee the drafting, reviewing, and finalization of contracts with foreign entities.
- Procurement Monitoring and Control: Implement effective monitoring mechanisms to ensure contractual compliance and performance of foreign entities. Work with relevant representatives and organizations to resolve any issues or disputes that may arise during the implementation of the contracts.
- Risk Management: Identify and manage potential risks within the procurement process and propose mitigation measures.
- Reporting: Provide regular procurement activities reports to FJA; provide updates and progress reports, as necessary, detailing progress, challenges, and proposed solutions.

In cases where upfront payments will be required, FJA, (if deemed appropriate) will advance the cost (in full or in part) of the good/service to the Foreign Procurement Expert/Contractor.

In fulfilling his/her duties, the Foreign Procurement Expert will be required to document in detail the processes related to his/her contract(s) administration in all involved countries, including evaluation criteria applied for arriving at a decision for contract award.

4. Coordination of the Work

The Foreign Procurement Expert will work under the close direction of the FJA/IPD management team (Director and Manager). All expenses must be pre-authorized by FJA prior to procurement and payment. FJA local-country partners and the local project office personnel will work closely with FJA and the Foreign Procurement Expert in arranging procurement of goods and services.

The Foreign Procurement Expert will report directly to the Director of the IPD or their designee.

The Expert will be expected to maintain open and regular communication with the IPD, providing updates on procurement activities and challenges, and seeking guidance as necessary.

5. Deliverables

- Procurement Strategy document detailing the planned approach for contracting foreign entities.
- Executed contracts with foreign entities.
- Regular procurement activities and progress status reports.
- Final Report detailing the implementation of the procurement strategy, challenges faced, solutions implemented, and recommendations for future initiatives.

6. Required Skills and Experience

- Proven expertise in international procurement and contract management with a minimum of 5 years of experience.
- Experience in executing procurement activities for GAC-funded projects is strongly preferred.
- Demonstrable negotiation skills with experience in diverse cultural contexts.
- Track record of working in or with other countries.
- Strong knowledge of international legal environments and contractual norms.
- Excellent communication and reporting skills.
- Fluency in English, with proficiency in other languages considered an asset.

7. Duration/Timeline of projects

The duration of the each assignment will be determined based on the specific projects and initiatives undertaken by FJA. The terms will be outlined explicitly by e-mail by the Project Authority.

8. Confidentiality

All deliverables and discussions related to this assignment will be considered confidential and should not be disclosed without prior approval from FJA.

9. Estimated level of Effort

35-60 days per year

10. Language

All work including tasks and deliverables will be completed in the English language, spoken and written.

FJA will be responsible for obtaining translation of all required deliverables or task related documents, as needed.

11. Travel Expenses

As the Foreign Procurement Expert will be working closely with the FJA management team and local country partner, travel is not expected. Consequently, no travel expenses will be reimbursed.

ANNEX B – Proposed BASIS OF PAYMENT

The Contractor will be paid in accordance with the following Basis of Payment for Work performed pursuant to this Contract. For the provision of services as described in Annex A - Statement of Work, the Contractor shall be paid the all-inclusive firm Per Diem Rate below in the performance of this Contract, taxes excluded.

Foreign Procurement Expert	Firm Per Diem Rate
From Contract award date to March 31, 2025	\$ <TBD>

Provision for the acquisition of goods/services (estimated actual cost): up to \$ <TBD>

Option #1, if exercised:

From April 1, 2025 to March 31, 2026	\$ <TBD>
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Provision for the acquisition of goods/services (estimated actual cost): up to \$ <TBD>

Option #2, if exercised:

From April 1, 2026 to March 31, 2027	\$ <TBD>
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Provision for the acquisition of goods/services (estimated actual cost): up to \$ <TBD>

Option #3, if exercised:

From April 1, 2027 to May 31, 2028	\$ <TBD>
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Provision for the acquisition of goods/services (estimated actual cost): up to \$ <TBD>

ATTACHMENT 1 to PART 3 – FINANCIAL BID

The “Estimated Number of Days” listed below in column (B) will serve for evaluation purposes only during the solicitation process and does not represent a commitment of the future usage.

A day is defined as 7.5 hours of work, exclusive of meal breaks.

Bidders must include a single, firm, all-inclusive per diem rate, excluding applicable taxes, in Canadian dollars in each cell requiring an entry in the table below.

Foreign Procurement Expert	Estimated Number of Days (B)	Firm Per Diem Rate (C)	Total Cost (B x C)
From date of contract to March 31, 2025	75	\$ _____	\$ <TBD>
Option #1: April 1, 2025 to March 31, 2026	50	\$ _____	\$ <TBD>
Option #2: April 1, 2026 to March 31, 2027	50	\$ _____	\$ <TBD>
Option #3: April 1, 2027 to May 31, 2028	50	\$ _____	\$ <TBD>
Total Bid Price (sum of all periods)			\$ <TBD>

ATTACHMENT 1 to PART 4 – 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.

Each project summary **MUST** include the following:

- Name of the client organization;
- Contract start and end dates (MM/YYYY to MM/YYYY); and
- A brief description of the services provided.

Bids which fail to meet the mandatory technical criteria will be declared non-responsive.

Mandatory Criteria	Bidder's Response
M1. The Bidder must demonstrate, using project summaries, that each proposed resource has at least 5 years of experience in procurement roles within international technical assistance projects or procuring abroad for the Government of Canada.	
M2. The Bidder must demonstrate, using project summaries, that each proposed resource has at least 5 years of experience in financial management related to procurement operations, including financial reporting related to procurement activities.	
M3. The Bidder must include current curriculum vitae (CV) for each Proposed Resource named in their Proposal.	
M4. The Bidder must demonstrate, using project summaries, that each proposed resource has at least 5 years of experience in collaborating with diverse range of international organizations, and effectively managing contracts with foreign entities located outside of Canada and the United States.	
M5. The Bidder must certify that the Proposed Resource is fluent in English (orally and in writing).	

ATTACHMENT 2 to PART 4 – POINT-RATED TECHNICAL CRITERIA

Proposals will be evaluated and scored in accordance with specific evaluation criteria as detailed in this section.

Each project summary **MUST** include the following:

- Name of the client organization;
- Contract start and end dates (MM/YYYY to MM/YYYY); and
- A brief description of the services provided.

The proposed resource will be evaluated and marked on a scale of 50 points. The proposed resource must reach the minimum pass mark of 25 points in order for the Bid to be considered responsive.

POINT RATED CRITERIA	POINT ALLOCATION	BIDDER'S RESPONSE
PR1. Further to the minimum of 5 years of experience required under M1 , additional years of experience will be subject to point rating.	1 to <3 add. years = 3 pts 3 to <5 add. years = 7 pts 5+ add. years = 10 pts	
PR2. The Bidder can demonstrate, using project summaries, that each proposed resource has experience in working with Global Affairs Canada (GAC) or one Canadian judicial system institution (CJSI).	GAC or CJSI = 10 pts GAC and CJSI = 20 pts	
PR3. The Bidder can demonstrate, using project summaries, that each proposed resource has experience handling international procurement for different projects in various countries outside Canada and the United States.	1 country = 2 pts 2 countries = 4 pts 3 countries = 6 pts 4 countries = 8 pts 5 countries = 10 pts	
PR4. The Bidder can demonstrate that each proposed resource has experience working with diverse range of businesses/service providers and their understanding and adaptability to different business cultures and legal frameworks.	Yes = 10 pts	
	Max Points: 50 Min Pass Mark: 25	