



**CANADA'S REPRESENTATIVE**

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**Request for Proposals (RFP)**

Performance of the Work described in the Mandate as per the terms and conditions contained in the Draft Contract.

<b>TITLE</b> Professional Legal Advisory Services in the United Kingdom with a Specialization in U.K. Pensions, Benefits and Employment Law	
<b>SOLICITATION NUMBER</b> 20-172633-HLD-AB	<b>DATE</b> June 2, 2020
<p><b>PROPOSAL DELIVERY</b></p> <p>In order for the Proposal to be valid and accepted, it must be received no later than <b>14:00 Eastern Daylight Time (EDT) on July 13, 2020</b> referred to as the "Closing Date".</p> <p>Only electronic copies will be accepted and received at the following e-mail address:</p> <p><a href="mailto:internationalproposals@international.gc.ca">internationalproposals@international.gc.ca</a></p> <p>Solicitation # : 20-172633-HLD-AB</p>	
<p><b>Offer to: Foreign Affairs, Trade and Development Canada</b></p> <p><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, services and construction listed herein and on any attached sheets at the price(s) set out therefor.</b></p> <p><b>Name and title of person authorized to sign on behalf of the supplier:</b></p> <p>_____</p> <p>_____</p> <p><b>Signature</b> <span style="float: right;"><b>Date</b></span></p>	



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## **PART 1 - GENERAL INFORMATION**

### **1.1 INTRODUCTION**

The Bid solicitation is divided into five (5) parts plus annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the Bid solicitation;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their Bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the Bid, and the basis of selection; and
- Part 5 Draft Contract: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Mandate (Annex A), the Basis of Payment (Annex B), Certifications (Annex C), the Sample Task Authorization Form (Annex D) and the Security Requirements Checklist (Annex E).

### **1.2 SUMMARY**

- 1.2.1** The purpose of this Request for Proposal (RFP) is to select a supplier to enter into a Task Authorization based Contract with the Department of Foreign Affairs, Trade and Development (DFATD) to provide Legal Advisory Services as described in the Mandate (Annex A).
- 1.2.2** The Mandate is to be performed from the contract award date (tentatively set for **August 1, 2020**) for a period of 5 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 3 additional one-year irrevocable option periods under the same terms and conditions.
- 1.2.3** The requirement may be subject to the provisions of the:
  - a) World Trade Organization Agreement on Government Procurement (WTO-AGP)
  - b) North American Free Trade Agreement (NAFTA)
  - c) Canada-European Union Comprehensive Economic and Trade Agreement (CETA)
  - d) Canadian Free Trade Agreement (CFTA)
  - e) Canada - Chile Free Trade Agreement (CCFTA)
  - f) Canada - Columbia Free Trade Agreement
  - g) Canada - Korea Free Trade Agreement
  - h) Canada - Honduras Free Trade Agreement
  - i) Canada - Panama Free Trade Agreement
  - j) Canada - Peru Free Trade Agreement (CPFTA)
  - k) Canada - Ukraine free Trade Agreement (CUFTA)
  - l) Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP)

### **1.3 CONTRACT DOCUMENTS**

The Draft Contract and the Mandate 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 where the Mandate is to be performed.

"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;

"Mandate" means all the activities, services, goods, matters and things required to be done, delivered or performed by the Law Firm under the Contract.



## PART 2 - BIDDER INSTRUCTIONS

### 2.1 LANGUAGE OF PROPOSAL

Proposal 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/1/2003/23) (2019-03-04) Standard Instructions - *Goods or Services - Competitive Requirements* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/23>), 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 05 (2018-05-22) Submission of Bids**, paragraph 4 is amended as follows:  
**Delete:** sixty (60)  
**Insert:** one hundred and twenty (120)

**2.3.4 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 Proposals clause stipulated in paragraph 2.3.5

**2.3.5 Subsection 07 (2018-05-22) Delayed Bids**  
This subsection is deleted in its entirety and is hereby replaced by the following:

A Proposal (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 Proposal (Bid) has been received at the location stipulated on page 1.



### 2.3.6 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 PROPOSALS

2.4.1 Proposals must be received by DFATD at the electronic address identified and by the date and time on page 1 of the solicitation. Proposals should NOT be sent directly to Canada's Representative, Project Authority or mission. Canada will not be responsible for Proposals delivered to a different address.

The e-mail address indicated on page 1 of the solicitation is for the purpose of Proposal submission and enquiries concerning that solicitation. 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 Proposal 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 Proposal was received. For this same reason, it is recommended that in cases where more than one (1) e-mail containing documents comprising the proposal is submitted, the emails be numbered and the total number of emails sent in response to the solicitation also be identified.

2.4.3 Canada requires that each Proposal, at closing date and time or upon request from Canada's Representative, be signed by the Bidder or by an authorized representative of the Bidder. If any required signature(s) are not submitted as requested, 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 Proposal is submitted by a joint venture, it must be in accordance with section 17 Joint Venture, of 2003 (2018-05-22) *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 Proposal;
- b. prepare its Proposal in accordance with the instructions contained in the RFP;
- c. submit by closing date and time a complete Proposal;
- d. send its Bid only to the address specified on page 1 of the Bid solicitation;
- e. ensure that the Bidder's name, and the RFP number are clearly visible on the attachment(s) containing the Proposal; and,
- f. provide a comprehensible and sufficiently detailed Proposal, including all requested pricing details, that will permit a complete evaluation in accordance with the criteria set out in the RFP.

**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 Proposal cannot be assigned or transferred in whole or in part.

**2.5 COMMUNICATIONS, ENQUIRIES, 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 **5** 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 Mandate 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 London, United Kingdom.





## 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](#) of Canada, or
- c. section 462.31 (*Laundering proceeds of crime*) or
- d. sections 467.11 to 467.13 (*Participation in activities of criminal organization*) of the [Criminal Code](#) of Canada, or section 45 (*Conspiracies, agreements or arrangements between competitors*), 46 (*Foreign directives*) 47 (*Bid rigging*), 49 (*Agreements or arrangements of federal financial institutions*), 52 (*False or misleading representation*), 53 (*Deceptive notice of winning a prize*) under the [Competition Act](#), or
- e. section 239 (*False or deceptive statements*) of the [Income Tax Act](#), or
- f. section 327 (*False or deceptive statements*) of the [Excise Tax Act](#), or
- g. section 3 (*Bribing a foreign public official*) of the [Corruption of Foreign Public Officials Act](#), or





- h. section 5 (*Trafficking in substance*), section 6 (*Importing and exporting*), or section 7 (*Production of substance*) of the [Controlled Drugs and Substance Act](#), or
- i. any provision under any law other than Canadian law having a similar effect to the above-listed provisions.



## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 PROPOSAL PREPARATION INSTRUCTIONS

Canada requests that Bidders provide their electronic proposals in Portable Document Format (.pdf) software application files or Microsoft office version 2003 or greater file, as follows:

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

**Please note:** Bids may be modified or resubmitted only **before** the solicitation closing date, and must be done in writing. The latest Bid received will supersede any previously received Bids.

### 3.2 TECHNICAL PROPOSAL INSTRUCTIONS

**Section I:** to be labeled "**Technical Proposal**";

In their technical Proposal, Bidders should explain, and demonstrate, how they propose to meet the requirements and how they will carry out the Mandate. This section should not exceed ninety (90) double-sided pages. Bidders should sign the front page of their Bid; they may use the first page of this RFP in order to do so.

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

- a. The Bidder is advised that only listing experience without providing any supporting data to describe where and how such experience was obtained will not constitute "demonstrated" for the purpose of the evaluation;
- b. The Bidder should 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 should indicate the duration of such experience, specifying the start and end dates (month and year at a minimum).

3.2.2. The Bid will be declared non-responsive if any statement made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the request of the Contracting Authority for additional information will also render the Bid non-responsive.

### 3.3 FINANCIAL PROPOSAL INSTRUCTIONS

**Section II:** to be labeled "**Financial Proposal**";

3.3.1. Bidders must submit their Financial Proposal in accordance with Section II. The Financial Proposal should be submitted as per the Excel document entitled "**20-172633-HLDP-AB - Pricing Schedule**" attached with the RFP. Please be aware the Excel document will auto populate.

3.3.2. Prices must appear in Section II **only** and must not be indicated in any other section of the Proposal. Failure to comply may result in the Proposal being declared non-compliant and rejected from further consideration.

3.3.3. Failure to provide specific pricing for an item may render the Bid non-responsive. Taxes are not to be included.



- 3.3.4. Financial Proposals will only be opened after the evaluation of the Technical Proposal is completed and only if the Bid is considered responsive as per 4.2 Basis of Selection.
- 3.3.5. The Financial Proposal submitted by the Bidder must include firm hourly rates/prices for the Mandate;
- 3.3.6. The estimated hours provided in the Pricing Schedule are not a guarantee under the contract. Canada's actual usage may be higher or lower. Canada will be invoiced according to actual usage.
- 3.3.7. The estimated hours are provided for evaluation purposes only.

### **3.4 FIRM HOURLY RATES**

- 3.4.1 Bidders should quote Firm Hourly Rates in Pound Sterling (GBP) on the Excel document entitled "**20-172633-HLDP-AB - Pricing Schedule**" attached with the RFP. The Firm Hourly Rates should include, but not necessarily be limited to, all costs resulting from the performance of the Mandate as described in this RFP, and all costs resulting from the performance of any additional Mandate described in the Bidder's Proposal (unless clearly described as an option). The Administrative Support hourly rate is intended to capture all additional costs required to support the Senior and Supporting Lawyers. These costs can include, but are not limited to junior lawyers, paralegals, and administrative assistants.
- 3.4.2 The Law Firm will not be reimbursed for travel and living expenses incurred in the performance of the work.
- 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**

With the exception of travel expenses, Canada will reimburse the Law Firm for the direct expenses reasonably and properly incurred by the Law Firm in the performance of the Mandate. These expenses will be paid at actual cost without mark-up, upon submission of an itemized statement supported by receipt vouchers. Such expenses must be pre-approved by the Project Authority as part of the Task Authorization.

### **3.6 CERTIFICATIONS**

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

Bidders should sign and submit the certifications and additional information listed in Annex "C" Certifications with the bid but they may be submitted afterwards if requested by the Contracting Authority. Bidders must sign Annex "C" Certifications to be awarded a contract.



## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **4.1. EVALUATION AND SELECTION**

- 4.1.1. Bids will be assessed in accordance with the technical and financial evaluation criteria.
- 4.1.2. If the Bid is deemed to be non-responsive / non-compliant at any time during the evaluation, the Bid will be set aside and given no further consideration.

### **4.2. BASIS OF SELECTION – Highest Combined Rating Technical Merit (60%) and Price (40%)**

- 4.2.1. 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 60 points overall for the point-rated technical criteria;
- 4.2.2. Bids not meeting (a) or (b) or (c) will be declared non-responsive / 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.
- 4.2.3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60% for the technical merit and 40% for the price.
- 4.2.4. The overall technical score for each responsive Bid will be determined as follows: Total number of technical points obtained for the point-rated technical criteria. The technical score will be determined by dividing the overall technical score by 100 and multiplying by a ratio of 60%.
- 4.2.5. The Bid evaluated price (for evaluation purposes only) for each responsive Bid will be determined as follows: Total Year 1 Price + Total Year 2 Price + Total Year 3 Price + Total Year 4 Price + Total Year 5 Price + Option Year 1 + Option Year 2 + Option Year 3 as submitted by the Bidder in the Pricing Schedule.
- 4.2.6. 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%.
- 4.2.7. For each responsive Bid, the technical score and the pricing score will be added to determine its combined rating.
- 4.2.8. The responsive Bid with the highest combined rating of technical merit and price will be recommended for award of a contract.
- 4.2.9. The table below illustrates an example where all three Bids are responsive and the selection of the Law Firm is determined by a 60/40 ratio of technical merit and price, respectively. The total available point's equal 100 and the lowest evaluated price is £45,000.



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

		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		70/100	75/100	45/100
Bid Evaluated Price		£55,000	£50,000	£45,000
Calculations	Technical Score	70/100 x 60 = 42	75/100 x 60 = 45	60/100 x 60 = 36
	Pricing Score	(45/55) x 40 = 32.73	(45/50) x 40 = 36	45/45 x 40 = 40
Combined Rating		74.73	81	76
Overall Rating		3 <sup>rd</sup>	1 <sup>st</sup>	2 <sup>nd</sup>

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

**4.3. TECHNICAL EVALUATION**

The mandatory and point-rated technical evaluation criteria are included below.

**4.3.1 MANDATORY TECHNICAL CRITERIA**

4.3.1.1 The Bid must meet the mandatory technical criteria specified below.

4.3.1.2 The Bidder must provide necessary documentation to support compliance with this requirement at Bid closing.

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

4.3.1.4 Each mandatory technical criterion should be addressed separately.

**M1 EXPERIENCE OF THE LAW FIRM**

The Bidder (the Law Firm) must demonstrate at least 15 years of experience (as of the Closing Date) in pension and benefits law, including labour, employment law and trust law, in the United Kingdom.

To facilitate evaluation, the response may consist of:

- a) existing materials;
- b) brochures;
- c) corporate profiles; and
- d) reference letters.

The Bidder has not demonstrated the Bidder firm has a minimum of 15 years of experience in British pension and benefits law, including labour, employment law and trust law, as of the Closing Date.	FAIL
The Bidder has demonstrated the Bidder firm has a minimum of 15 years of experience in British pension and benefits law, including labour, employment law and trust, as of the Closing Date.	PASS

**M2 EXPERIENCE OF SENIOR LAWYER**

The Bidder (the Law Firm) must propose at minimum 1 Senior Lawyer\* to be assigned to the contract.

The Bidder must demonstrate that this senior lawyer has a minimum of 15 years of experience (as of the Closing Date) in British pension and benefits law, including labour, employment law and trust law.

The Bidder must submit the resume of the senior lawyer. To facilitate the evaluation, the Bidder's resume should include:



- a) a description of work carried out in relation to pension and benefits law, including labour, employment law, and trust law, in the United Kingdom

\*A Senior Lawyer is defined as either a senior partner, a partner, or an expert lawyer who is not a partner in the law firm.

**Note:** The senior lawyer named in the technical Proposal must be assigned to the resulting Contract. If the senior lawyer must be replaced, the replacement senior lawyer must be compliant with clause 5.2.8 Assigned Individuals of the Draft Contract.

The Bidder has not demonstrated that at least one Bidder's senior lawyer has a minimum of 15 years of experience in British pension and benefits law, including labour, employment law and trust law, as of the Closing Date	FAIL
The Bidder has demonstrated that at least one Bidder's senior lawyer has a minimum of 15 years of experience in British pension and benefits law, including labour, employment law and trust law, as of the Closing Date.	PASS

**M3 EXPERIENCE OF SUPPORTING TEAM**

The Bidder must demonstrate that it has a team of lawyers to provide expert legal advice and representation in the United Kingdom, as follows:

- a) at least one specialized in British labour and employment law, with at least seven (7) years of practice in the field; and
- b) at least one specialized in British tax law, with at least seven (7) years of practice in the field.

The Bidder must submit the resume of each lawyer proposed to form part of the supporting team. To facilitate the evaluation, each lawyer's resume should include:

- a) a description of services provided in the United Kingdom in relation to at least one of the above-mentioned areas of the law.

The Bidder has not demonstrated being able to offer the above-mentioned supporting team.	FAIL
The Bidder has demonstrated being able to offer the above-mentioned supporting team.	PASS

**Note:** The supporting lawyers named in the technical Proposal must be assigned to the resulting Contract. If the supporting team must be replaced, the replacement supporting team must be compliant with clause 5.2.8 Assigned Individuals of the Draft Contract.

**M4 LICENSE TO PRACTICE LAW**

The Bidder must demonstrate that each of the Bidder's proposed lawyers assigned to perform the Contract are licensed to practice law in the United Kingdom.

To facilitate evaluation, the Bidder must submit, for each of the proposed lawyers, either a valid Solicitors Regulation Authority ID number\* obtained from Solicitors Regulation Authority, or a valid practicing certificate number from the \*\*Bar Standards Board.

The Bidder proposes a senior lawyer and a supporting team whose key members are not licensed to practice law in the United Kingdom.	FAIL
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The Bidder proposes a senior lawyer and a supporting team whose key members are licensed to practice law in the United Kingdom.

PASS

**Note:** Bidders must provide all documentation with their bid. As per Part 2 – Bidder Instructions, clause 2.4.3 “Links to an online service 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.”

The validity of the provided ID number or certificate number will be verified prior to Contract award via

\*<https://solicitors.lawsociety.org.uk/?Pro=True>; or

\*\* <https://www.barstandardsboard.org.uk/for-the-public/search-a-barristers-record/the-barristers-register.html>





**4.3.2 POINT-RATED TECHNICAL CRITERIA**

Each point rated technical criterion should be addressed separately.

4.3.2.1. Proposals having successfully met ALL of the mandatory criteria will be evaluated and point-rated against the criteria listed below. Bidders must receive a minimum overall technical score of 60 points in order to be further evaluated. Bids which fail to obtain the required minimum number of points specified will be declared non-responsive.

4.3.2.2. Canada will evaluate the point-rated criteria (PR1 to PR6 inclusively) based on the following rating table:

Rating Table for PR1 to PR6	
Percentage Available	Basis for Percentage Distribution
0%	The Bidder's response either provides no data or the data provided is incomplete.
25%	The Bidder's response misses most requirements of the point-rated criteria. The Bidder's response demonstrates only a partial understanding of the requirement.  The Bidder's response (information and documentation) does not sufficiently support the conclusion that the Bidder would fulfill the requirement.
50%	The Bidder's response demonstrates an understanding of the requirement, but misses some requirements of the point-rated criteria.  The Bidder's response (information and documentation) is adequate to support the conclusion that Bidder would fulfill the requirement.
75%	The Bidder's response is clear with definable details. The response meets all the requirements.  The Bidder's response (information and documentation) supports the conclusion that Bidder would fulfill well the requirement.
100%	The Bidder's response is comprehensive and complete in all details. The Bidder's response exceeds all requirements and objectives.  The Bidder's response (information and documentation) most convincingly supports the conclusion that Bidder would best fulfill the requirement.
This Rating Table applies to all PR criteria.	



### PR1 Corporate Experience – Project 1 (Maximum 20 Points)

**Objective:** To evaluate Bidder's experience in providing legal advice and representation to clients on matters of pension and benefits law, including labour and employment law, in the United Kingdom, based on one recently completed Project in relation to regulatory changes;

‡ "recently completed" means a Project that has started and ended within 10 years of Closing Date.

To facilitate evaluation, the Bidder should submit, in relation to the senior lawyer and the proposed supporting team:

- a) a description of the Project;
- b) the start and the end dates for the Project;
- c) the title and location (city, country) of the Project;
- d) the Bidder's role in the Project, and a brief explanation of how the Project required the Bidder's pension and benefits legal knowledge and experience, including labour, employment law and trust law, and consultations. ;
- e) a description of legal services provided on the Project in relation to trust law, if applicable;
- f) a description of other legal services provided in labour and employment law in the United Kingdom for the Project;
- g) a description of legal services provided in tax law in the United Kingdom for the Project, if applicable;
- h) a brief narrative on the opportunities, quality expectations, delivery, and the plan used to meet the schedule for each Project; and
- i) a brief narrative on the methodology used to identify risks and challenges for the Project.

### PR 2 Corporate Experience – Project 2 (Maximum 20 Points)

**Objective:** To evaluate Bidder's experience in providing legal advice and representation to clients on matters of pension and benefits law, including labour and employment law, in the United Kingdom, based on one recently completed Project in relation to pension and benefit plan design and closure.

‡ "recently completed" means a project that has started and ended within 10 years of Closing Date.

To facilitate evaluation, the Bidder should submit, in relation to the senior lawyer and the proposed supporting team:

- a) a description of the Project;
- b) the start and the end dates for the Project;
- c) the title and location (city, country) of the Project;
- d) the Bidder's role in the Project, and a brief explanation of how the Project required the Bidder's pension and benefits legal knowledge and experience, including labour, employment law and trust law, and consultations;
- e) a description of legal services provided on the Project in relation to trust law, if applicable;
- f) a description of other legal services provided in labour and employment law in the United Kingdom for the Project;
- g) a description of legal services provided in tax law in the United Kingdom for the Project, if applicable;
- h) a brief narrative on the opportunities, quality expectations, delivery, and the plan used to meet the schedule for each Project; and



- i) a brief narrative on the methodology used to identify risks and challenges for the Project.

### **PR3 Corporate Experience – Project 3 (Maximum 20 Points)**

Objective: To evaluate Bidder's experience in providing legal advice and representation to clients on matters of pension and benefits law, including labour and employment law, in the United Kingdom, based on one recently completed project in relation to providing legal consultative services in pension and benefits.

‡ "recently completed" means a Project that has started and ended within 10 years of Closing Date.

To facilitate evaluation, the Bidder should submit, for each Project, in relation to the senior lawyer and the proposed supporting team:

- a) a description of each Project;
- b) the start and the end dates for each Project;
- c) the title and location (city, country) of each Project;
- d) the Bidder's role in the Project, and a brief explanation of how the Project required the Bidder's pension and benefits legal knowledge and experience, including labour, employment law and trust law, and consultations;
- e) a description of legal services provided on those Projects in relation to trust law, if applicable;
- f) a description of other legal services provided in labour and employment law in the United Kingdom for each Project;
- g) a description of legal services provided in tax law in the United Kingdom for each Project, if applicable;
- h) a brief narrative on the opportunities, quality expectations, delivery, and the plan used to meet the schedule for each Project; and
- i) a brief narrative on the methodology used to identify risks and challenges for each Project.

### **PR4 Strength of Proposed Team (Maximum 20 Points)**

Objective: To evaluate the quality and relevance of the Bidder's proposed team of lawyers and of the team's recent\* legal experience and expertise on pension, benefits, labour and employment law.

To facilitate evaluation, the following information should be provided:

- 1) resume for each legal counsel to work on the Mandate, displaying at least the following information:
  - a) legal education, year of graduation;
  - b) number of years of legal practice;
  - c) summary legal experience, with approximate proportion of time spent in their field of legal expertise, as set out in the Bidder's proposal, in the United Kingdom.

\*Recent is defined as experience obtained within 10 years of Closing Date.

### **PR5 Methodology (Maximum 10 points)**

Objective: To evaluate the Bidder's methodology to stay up to date on the developments in British pension and benefits law, including labour and employment law.

To facilitate evaluation, the following information should be provided:



- a) a description of the Bidder's tools and processes; and
- b) a description of the Bidder's research methods.

**PR6 Management of conflicts of interest and ethics (Maximum 10 Points)**

Objective: To evaluate the Bidder's policies with respect to conflicts of interest, notably in order to avoid that the Bidder must recuse itself later from advising or representing Canada, as per clause 5.9.3 Conflict of Interest in the Draft Contract.

To facilitate evaluation, the following information should be provided:

- a) the Bidder's conflict of interest policy and procedures; and
- b) the Bidder's plan in the event of conflict of interest for the proposed Bidder's counsel or team.



## PART 5 - DRAFT CONTRACT

The following provisions will apply to the contractual relationship between Canada and the successful Bidder. The Contract will only come into force after signature by both parties. Annex "A" sets out the Law Firm's Mandate. Annex "B" will reflect the firm hourly rates set out in the Bidder's Financial Proposal and those firm hourly rates will constitute the "Basis of Payment". Annex "C" will be the Certification Form signed by the Bidder.

### 5.1 INTERPRETATION.

#### 5.1.1 DEFINITIONS

In the Contract, unless the context otherwise requires:

- a) "Applicable Tax" means any tax applicable in the jurisdiction of the Mandate;
- b) "Articles of Agreement" means the clauses forming the body of the Contract, without other documents such as the annexes, and the **Error! Reference source not found.**'s proposal;
- c) "Basis of Payment" means the calculation methodology set out in Annex "B" for the Price;
- d) "Canada" 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;
- e) "Canada's Representative" means the person designated by that title in section 5.8.1 ("Canada's Representative") of these Articles of Agreement, or by notice to the Law Firm made pursuant to section 5.8.4, ("Substitutes");
- f) "Contract" means the Articles of Agreement, annexes and any other document specified or referred to as forming part of the Contract, all as amended by written agreement of the Parties from time to time;
- g) "Days" means consecutive calendar days, including weekends and public holidays;
- h) "Instructing Counsel" means the individual designated by that title in section 5.8.3 ("Instructing Counsel") of these Articles of Agreement, or by notice to the **Error! Reference source not found.** pursuant to section 5.8.4 ("Substitutes");
- i) "Law Firm" means the individual, corporation, partnership or other entity named in the Contract to supply legal services to Canada;
- j) "Law Firm's Representative" means the person designated by that title in or pursuant to section 5.8.6 ("Law Firms Representative");
- k) "Mandate" means everything required to be done, delivered or performed by the Law Firm under the Contract as outlined in Annex "A";
- l) "Party" means Canada or the Law Firm, and "Parties" means both of them;
- m) "Price" means the amount stated in the Contract, or determinable under it, to be payable to the Law Firm for the Mandate, exclusive of Applicable Tax; and



- n) "Project Authority" means the individual identified in section 5.8.2 ("Project Authority") of the Contract, or by notice to the **Error! Reference source not found.** pursuant to section 5.8.4 ("Substitutes").

#### **5.1.2 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.

#### **5.1.3 APPLICABLE LAWS**

The Contract must be interpreted and governed, and the relations between the Parties determined, by the laws in force in London, United Kingdom.

#### **5.1.4 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.

#### **5.1.5 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.

### **5.2 PERFORMANCE OF THE MANDATE.**

#### **5.2.1 DESCRIPTION**

The Law Firm must undertake the tasks outlined in the Mandate at Annex "A" in accordance with the Contract.

#### **5.2.2 PERIOD OF THE CONTRACT**

Unless the Mandate has been fully performed, in which case the Contract will end, subject to section 5.1.5 ("Survival"), or unless the Contract is terminated before or extended beyond the end date, the Contract becomes effective on **TO BE DETERMINED UPON CONTRACT AWARD** and terminates on **TO BE DETERMINED UPON CONTRACT AWARD**.

#### **5.2.3 OPTION TO EXTEND THE CONTRACT**

The Law Firm grants to Canada an irrevocable option to extend the term of the Contract by up to three (3) additional one (1) year each periods under the same conditions. The Law Firm 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 Annex "B".

#### **5.2.4 EXERCISE OF OPTION TO EXTEND**

Canada may exercise this option at any time by sending a written notice to the Law Firm at least one (1) day before the expiry date of the Contract.

#### **5.2.5 INDEPENDENT LAW FIRM**

Nothing in the Contract is intended to create a partnership or a joint venture between Canada and the Law Firm or other parties. Any agency or mandate between Canada, as principal or mandatory, and the Law Firm, as agent or mandatary, is restricted by the scope of the Mandate. On all other matters, including diplomatic or consular issues, the Law Firm must not represent itself as an agent or representative of Canada to anyone. No employee, agent, mandatary or partner of the Law Firm



is engaged as an employee of Canada. The Law Firm is responsible for all deductions and remittances required by law in relation to its employees.

#### **5.2.6 CONDUCT**

The Law Firm must:

- a) perform the Mandate diligently and efficiently;
- b) perform the Mandate with the utmost loyalty to Canada, honesty and integrity, in full compliance with the legal and ethical obligations of lawyers in London, United Kingdom;
- c) provide adequate disclosure of conflicts of interest and of any appearance of conflict of interest, so as to enable Canada to make an informed decision about whether to have the Law Firm act or continue to act for Canada;
- d) take all steps necessary to avoid a conflict of interest or the appearance of a conflict of interest;
- e) supply everything necessary to perform the tasks outlined in the Mandate;
- f) select and employ a sufficient number of qualified persons to effectively and efficiently perform the Mandate;
- g) perform the Mandate in accordance with standards of quality acceptable to Canada and in full conformity with the specifications and all the requirements of the Contract;
- h) provide effective and efficient supervision of its employees or of subcontractors (if authorized), to ensure that the quality of the work performed under the Mandate meets the requirements of the Contract;
- i) when the Law Firm provides the services at a fixed hourly rate, delegate part or whole of legal work to the most economical qualified authorized counsel or paralegal in the Law Firm, if the Law Firm determines that such delegation would still ensure an excellent quality of legal services and advice, completely fulfil the ethical obligations of the law profession, yet would reduce the amount of billable fees payable by Canada; and
- j) when employing a paralegal on the file, ensure that the paralegal's work is reviewed by an authorized counsel.

#### **5.2.7 PROFESSIONAL LIABILITY INSURANCE**

The Law Firm must ensure that its professional liability insurance practice coverage is in place and sufficient to fully cover the Law Firm's potential professional liability in performing the Mandate.

#### **5.2.8 ASSIGNED INDIVIDUALS**

If specific individuals are identified in Annex "A" to perform the Mandate,

- a) the Law Firm must provide the services of those individuals unless the Law Firm is unable to do so for reasons beyond its control;
- b) the Law Firm must obtain Canada's written approval, through Canada's Representative or the Instructing Counsel, before replacing, removing or adding an individual to the approved legal team, and, more specifically, before any services are rendered by such individual;





and

- c) the Law Firm must not, in any event, allow performance of the Mandate, even if only in part, by unauthorized replacement individuals.

#### **5.2.9 COMPETENCE**

The Law Firm must not have the Mandate performed by any person who is unlicensed in the relevant jurisdiction or who, in the opinion of Canada, is incompetent or unsuitable for the Mandate or has conducted himself or herself improperly.

#### **5.2.10 REPLACEMENTS**

Canada may order, either through Canada's Representative or through Instructing Counsel, that any individual performing the Mandate on the Law Firm's behalf stop performing the Mandate. In this case, the Law Firm must immediately comply with the order and secure a replacement of the individual in accordance with section 5.2.8 ("Assigned Individuals"). The fact that Canada does not order that an individual stop performing the Mandate does not relieve the Law Firm from its responsibility to meet the requirements of the Contract.

### **5.3 TASK AUTHORIZATION**

The Mandate or a portion of the Mandate to be performed under the Contract will be on an "as and when requested basis" using a task authorization (TA). The Mandate described in the TA must be in accordance with the scope of the Contract.

#### **5.3.1 TASK AUTHORIZATION PROCESS**

1. The Project Authority will provide the Law Firm with a description of the task using the "Task Authorization Form" specified in Annex D.
2. The 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 (bases) and methods of payment as specified in the Contract.
3. The Law Firm must provide the Project Authority within 5 calendar 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 Law Firm must not commence work until a TA signed by the Project Authority has been received by the Law Firm. The Law Firm acknowledges that any work performed before a TA has been received will be done at the Law Firm's own risk.

#### **5.3.2 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 £10,000.00 GBP.

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

### **5.3.3 PERIODIC USAGE REPORTS - CONTRACTS WITH TASK AUTHORIZATIONS**

The Law Firm must compile and maintain records on its provision of services to the federal government under authorized task authorizations issued under the Contract.

The Law Firm 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 Law Firm must still provide a "nil" report.

The data must be submitted on a bi-annual basis to the Contracting Authority.  
The bi-annual periods are defined as follows:

Period 1: April 1 to September 30;

Period 2: October 1 to March 31;

The data must be submitted to the Contracting Authority no later than 20 calendar days after the end of the reporting period.

### **5.3.4 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:

#### **5.3.5 FOR EACH AUTHORIZED TASK:**

- a) the authorized task number or task revision number(s);
- b) a title or a brief description of each authorized task;
- c) the total estimated cost specified in the authorized Task Authorization (TA) of each task, exclusive of Applicable Taxes;
- d) the total amount, exclusive of Applicable Taxes, expended to date against each authorized task;
- e) the start and completion date for each authorized task; and
- f) the active status of each authorized task, as applicable.

#### **5.3.6 FOR ALL AUTHORIZED TASKS:**

- a) 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
- b) the total amount, exclusive of Applicable Taxes, expended to date against all authorized TAs.



## 5.4 PAYMENT TERMS

### 5.4.1 BASIS OF PAYMENT

The Law Firm will be paid for the work specified in the authorized task authorization, in accordance with the Basis of Payment at Annex "B".

Canada's liability to the Law Firm under the authorized task authorization must not exceed the "Total Estimated Cost of Task" in the authorized task authorization. Custom duties are excluded and Applicable Taxes are extra.

No increase in the liability of Canada or in the Price of the work specified in the authorized task authorization resulting from any changes, modifications or interpretations of the Mandate or task authorization will be authorized or paid to the Law Firm unless these changes, modifications or interpretations have been authorized, in writing, by the Contracting Authority before their incorporation into the Mandate or task authorization.

### 5.4.2 LIMITATION OF EXPENDITURE - CUMULATIVE TOTAL OF ALL TASK AUTHORIZATIONS

1. Canada's total liability to the Law Firm under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of £350,000.00 GBP (Maximum Contract Value). Customs duties are excluded and Applicable Taxes are included.
2. No increase in the total liability of Canada will be authorized or paid to the Law Firm unless an increase has been approved, in writing, by the Contracting Authority.
3. The Law Firm must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75 percent committed, or
  - b. four (4) months before the contract expiry date, or
  - c. as soon as the Law Firm considers that the sum is inadequate for the completion of the work required in all authorized TAs, inclusive of any revisions, whichever comes first.
4. If the notification is for inadequate contract funds, the Law Firm must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Law Firm does not increase Canada's liability.

### 5.4.3 ESTIMATE

If the notification is for inadequate contract funds, the **Error! Reference source not found.** must provide to the Project Authority a written estimate for the additional funds required.

### 5.4.4 PAYMENT

Canada will make payments in accordance with the Basis of Payment (Annex "B") and the payment provisions of the Contract, as the Mandate work is performed and the disbursements or other direct expenses are incurred, 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 section 5.4.6 ("Invoices");



- b) all such documents have been verified by Canada; and
- c) Canada determined that everything required to be performed by the Law Firm until the time of the invoice under the Contract was satisfactory.

#### **5.4.5 AUDIT**

Any amount paid or claimed under the Contract is subject to Government audit both before and after payment is made. The Law Firm must keep proper accounts and records of the cost of performing the tasks outlined in the Mandate, and must preserve those accounts and records for at least one (1) year after the last payment is made under the Contract.

#### **5.4.6 INVOICES**

The Law Firm must ensure that each invoice it provides to Canada:

- a) is submitted in the Law Firm's name is submitted each month;
- b) only applies to the Contract;
- c) shows the date, the name and address of Canada's Representative, the description of the Mandate and the Contract number;
- d) details the claimed fees and disbursements, if applicable, in accordance with the Basis of Payment, exclusive of Applicable Tax;
- e) sets out Applicable Tax as a separate item along with corresponding registration numbers from the tax authorities;
- f) identifies all items that are zero-rated, exempt from Applicable Tax or to which it does not apply; and
- g) it will be deemed to contain the following statement:

*"I hereby certify that the services indicated above were rendered by members of employees of this firm and that this account truly shows the nature of the services, the time occupied, the fees claimed, disbursements made and all money received by our firm in this matter."*

#### **5.4.7 PAYMENT PERIOD**

Canada's standard payment period is thirty (30) Days. The payment period is measured from the date an invoice in acceptable form and content is received in accordance with the Contract, or from the date the portion of the Mandate performance that is covered by the invoice is rectified so as to be performed in acceptable fashion as required in the Contract, whichever is later. A payment is considered overdue on the 31st day following that date and interest will be paid in accordance with the section 5.4.11 ("Interest Payable").

#### **5.4.8 DISCREPANCIES**

If the contents of the invoice and its substantiating documentation are not in accordance with the Contract or the tasks undertaken in the Mandate are not in acceptable condition, Canada will notify the Law Firm within fifteen (15) Days of receiving the invoice. The 30-day payment period begins upon receipt of the revised invoice or upon performance of the replacement or corrected tasks undertaken in the Mandate.

#### **5.4.9 TERMINATION PAYMENTS**

If Canada provides a termination notice pursuant to section 5.5.1 ("Termination for Convenience"), the Law Firm 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 Law Firm has not already been paid or reimbursed by Canada. Under no circumstance will Canada be liable in damages to the Law Firm for early termination of this Contract.

#### **5.4.10 INTEREST ON OVERDUE ACCOUNTS – DEFINITIONS**

For the purpose of this section and section 5.4.11 ("Interest Payable"):

- a) "Average Rate" means the simple arithmetic mean of the Bank Rates in effect at 4:00 p.m. Eastern Time each day during the calendar month immediately before the calendar month in which payment is made;
- b) "Bank Rate" means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which the Bank of Canada makes short term advances to members of the Canadian Payments Association;
- c) "date of payment" means the date of the negotiable instrument drawn by the Receiver General for Canada to pay any amount under the Contract; and
- d) an amount becomes "overdue" when it is unpaid on the first day following the day on which it is due and payable according to the Contract.

#### **5.4.11 INTEREST PAYABLE**

Canada will pay to the Law Firm simple interest at the Average Rate plus 3 percent per year on any amount that is overdue, from the date that amount becomes overdue until the day before the date of payment, inclusive. The Law Firm is not required to provide notice to Canada for interest to be payable. Canada will pay interest in accordance with this section only if Canada is responsible for the delay in paying the Law Firm. Canada will not pay interest on overdue advance payments.

### **5.5 TERMINATION OF THE CONTRACT**

#### **5.5.1 TERMINATION FOR CONVENIENCE**

At any time before the completion of the Mandate, Canada may, by giving notice in writing to the Law Firm, terminate for convenience the Contract or part of the Contract, whether immediately or with a delay specified in the notice. Once such a notice of termination for convenience is given, the Law Firm must comply with the requirements of the termination notice. If the Contract is terminated in part only, the Law Firm must proceed to complete any part of the Mandate that is not affected by the termination notice. The termination will take effect immediately or, as the case may be, at the time specified in the termination notice. The payments to be made as a result of termination for convenience are set out in section 5.4.9 ("Termination Payments").

### **5.6 INFORMATION MANAGEMENT**

#### **5.6.1 CONFIDENTIAL INFORMATION**

Subject to any obligations imposed on the Law Firm by the domestic laws, the Law Firm must keep confidential all information provided to the Law Firm by or on behalf of Canada in connection with the Mandate, and all information conceived, developed or produced by the Law Firm as part of the Mandate. Information provided to the Law Firm by or on behalf of Canada must be used solely for the purpose of the Contract and remains the property of Canada.

#### **5.6.2 RETAINING, ARCHIVING AND RETURNING RECORDS**

Pursuant to Canadian law, Canada must retain litigation and legal advisory files for a period of twelve years from the date final action has taken place in the file, and real property files for a period



of twenty-five years. The Law Firm must therefore ensure that Instructing Counsel obtains copy of all records of the Law Firm relating to the Mandate, and the Law Firm can only destroy those records further to written permission or instruction from Instructing Counsel.

## 5.7 LIABILITY

### 5.7.1 EACH PARTY'S LIABILITY

The Law Firm is liable for any damage caused by the faulty conduct of the Law Firm, its employees, its representatives or its agents or mandataries, whether to Canada or to any third party. Canada is liable for any damage caused by the faulty conduct of Canada, its employees, its representatives or its agents or mandataries, whether to the Law Firm or to any third party.

## 5.8 AUTHORITIES AND COMMUNICATION

### 5.8.1 CANADA'S REPRESENTATIVE

Canada's Representative for this Contract is:

Name: Alina Balitskaia  
Title: Procurement Officer  
Department of Foreign Affairs, Trade and Development Canada  
(a.k.a., Global Affairs Canada)  
Directorate: Mission Procurement Operations  
Address: 125 Sussex Drive, Ottawa Ontario K1A 0G2  
Telephone: 343-203-1283  
E-mail address: [alina.balitskaia@international.gc.ca](mailto:alina.balitskaia@international.gc.ca)

Only Canada's Representative may bind Canada in contract. Therefore, Canada's Representative must approve in writing any amendment to the Contract, for this amendment to be valid.

### 5.8.2 PROJECT AUTHORITY

The Project Authority for this Contract is:

**TO BE DETERMINED UPON CONTRACT AWARD**

The Project Authority is responsible for providing instructions to the **Error! Reference source not found.** on the **Error! Reference source not found.**, either directly or through Instructing Counsel, except to the extent these instructions require a Contract amendment. The **Error! Reference source not found.** must not perform work in excess or outside the scope of the Contract.

### 5.8.3 INSTRUCTING COUNSEL

The Instructing Counsel for this Contract is:

**TO BE DETERMINED UPON CONTRACT AWARD**

The Instructing Counsel is the representative of the Department of Justice of Canada and of the Attorney General of Canada, and is responsible for all matters concerning the technical contents of the **Error! Reference source not found.** The Instructing Counsel has no authority to authorize c



changes to the Contract, including to the scope of the **Error! Reference source not found.** Changes to the scope of the **Error! Reference source not found.** can only be made through a Contract amendment in writing issued by Canada's Representative. For greater clarity, however, the Instructing Counsel can provide explanations to the **Error! Reference source not found.**'s Representative with respect to the scope of the **Error! Reference source not found.**, as well as provide instructions to the **Error! Reference source not found.** within the defined scope of the **Error! Reference source not found.**

#### **5.8.4 SUBSTITUTE**

Canada reserves the right to replace Canada's Representative by written notice to that effect provided to the Law Firm and signed by any of his or her direct hierarchical superiors.

#### **5.8.5 NOTICE**

Any notice under the Contract must be in writing and may be delivered by hand, courier, mail, facsimile or other electronic method that allows the reliable printout of the text of the notice. 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.

#### **5.8.6 LAW FIRM'S REPRESENTATIVE**

The Law Firm's Representative is:

**TO BE DETERMINED UPON CONTRACT AWARD**

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

### **5.9 OTHER CONDITIONS**

#### **5.9.1 AMENDMENT**

To be effective, any amendment to the Contract must be done in writing and signed by Canada's Representative and the Law Firm's Representative.

#### **5.9.2 ASSIGNMENT**

The Law Firm 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 Law Firm from any obligation under the Contract and it does not impose any liability upon Canada.

#### **5.9.3 CONFLICT OF INTEREST**

The Law Firm must not influence, seek to influence or otherwise take part in a decision of Canada knowing that the decision might further its private interest (except as a result of legal fees obtained for services rendered). The Law Firm must have no financial interest in the business of a third party that causes or would appear to cause a conflict of interest in connection with the performance of its obligations under the Contract. If such a financial interest is acquired during the period of the Contract, the Law Firm must immediately declare it to Canada's Representative.





#### **5.9.4 DISPUTE NEGOTIATION**

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

#### **5.9.5 CERTIFICATIONS**

Compliance with the certifications provided by the Law Firm in the Certification Form attached to its Proposal is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Law Firm does not comply with any certification or it is determined that any certification made by the Law Firm in its Certification Form 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.

#### **5.9.6 INTERNATIONAL SANCTIONS**

1. Persons in Canada, and Canadians outside of Canada, are bound by economic sanctions imposed by Canada. As a result, the Government of Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to [economic sanctions](#).
2. The Law Firm must not supply to the Government of Canada any goods or services which are subject to economic sanctions.
3. The Law Firm must comply with changes to the regulations imposed during the period of the Contract. The Law Firm must immediately advise Canada if it is unable to perform the Mandate as a result of the imposition of economic sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services. If the Parties cannot agree on a work around plan, the Contract will be terminated for the convenience of Canada in accordance with section 5.5.1.



## ANNEX A – MANDATE

The Government of Canada, as employer of locally engaged employees in Canada's diplomatic mission in the United Kingdom ("UK"), seeks to obtain expert legal advice and legal representation in respect of the pension regime and benefits for those employees.

### 1) **Background:**

- a. The Government of Canada ("Canada") operates diplomatic and consular missions in approximately one hundred and ten (110) countries abroad, and engages two types of employees in its missions: Canada-based staff ("CBS"), and the locally engaged staff ("LES"). The Department of Foreign Affairs, Trade and Development, known operationally as "Global Affairs Canada" ("GAC"), is responsible for managing the Locally Engaged Staff (LES) Social Security, Pension, Insurance Program (the "Program") for Canada's LES.
- b. The CBS are rotational diplomatic staff hired and compensated from Canada. As a result, although the CBS may be working in the UK, their pension and benefits do not form part of the Mandate.
- c. LES are not considered diplomatic staff. LES are individuals who are hired locally to perform various administrative and professional duties at Canada's diplomatic and consular missions. Compensation packages for LES, inclusive of pension and benefits, are based on local law and practices. This Request for Proposal relates to pension and benefits provided to LES in the United Kingdom (UK).
- d. The Canadian High Commission in London ("CHC") has approximately 200 LES hired on a permanent, term or casual basis. The LES are predominantly British, but also include some Canadian citizens or third-country nationals hired locally.
- e. The Government of Canada, as represented by GAC, currently sponsors two pension plans for LES working at the CHC:
  - a defined benefit (DB) pension plan (the Canadian High Commission Locally Engaged Staff Pension Scheme, UK, or "**Scheme**"); and
  - a defined contribution (DC) pension plan ("**NOW pensions**") for auto-enrolment purposes and to cover employees who are or may not be eligible to join the defined benefit pension plan.
- f. LES hired on a permanent basis who are not subject to UK income taxes are covered under an unfunded lump sum plan administered from Headquarters in Canada unless they join the NOW pension plan. The terms of this plan do not form part of this Request for Proposal.
- g. The Government of Canada provides other supplementary benefits to LES, including health insurance, life and disability insurance plans, and vision care.
- h. Management, oversight, corporate governance and decisions regarding all pension and benefit plans for LES are directed from the GAC Locally Engaged Staff Social Security, Pension and Insurance bureau located at Headquarters in Gatineau, Quebec. Operational activities related to the plans are managed out of the CHC in London, UK.

### ***The CHC LES Pension Scheme (the "Scheme")***



- i. The Scheme came into force on 31 March 1969, is registered with HM Revenue and Customs, and is subject to the UK legislation applicable to pension schemes.
- j. A Board of Pension Trustees (the “Board”) oversees the Scheme. The Board is currently comprised of three (3) employer-appointed trustees and two (2) member-nominated trustees and a professional trustee (Chair). As per UK legislation, the Board is responsible for all aspects of the Scheme. The Board has delegated the administration of the Scheme to a professional third-party provider. The Board engages professional advisors (for example, lawyers, actuaries, auditors) for purposes of completing their mandated duties.
- k. The most recent actuarial valuation of the Scheme as at July 1, 2017 showed 183 actives members, 154 deferred pensioners, and 186 pensioners. The balance sheet showed market value of assets of £114 M, and technical provisions of £96.5 M. The invested assets as at March 31, 2019 were approximately £123 M.
- l. Active Scheme members pay 6% of their pensionable salary, and the Government of Canada covers the balance of the cost. The assets of the Scheme are currently held by separate investment managers and invested in accordance with a Statement of Investment Principles. GAC is the main employer but there are other Canadian participating employers with a few members in the Scheme as follows:

Organization	Approximate Number of		
	Actives	Deferred Vested	Retirees
Canadian Broadcasting Corporation	5	17	10
Destination Canada ( <i>formerly Canadian Tourism Commission</i> )	4	7	3
National Film Board	0	2	4
Department of National Defence (Daws Hill)	4	unknown	unknown

**NOW pensions**

- m. A defined contribution pension arrangement was implemented in 2014 through NOW: Pensions Limited (“NOW”), for purposes of compliance with UK auto-enrollment requirements. The NOW pension arrangement covers employees who are not eligible to join the Scheme, in order to meet the auto-enrolment requirement. The arrangement does not fall under the Board’s mandate.
- n. Currently, there are 31 employees participating in the NOW pension arrangement.
- o. Contribution rates are set at 4% of pay for each of the employer and participating employee. Monthly contributions total approximately £4000 for each of Canada (as employer) and participating employees.

**Other Supplementary Benefits**

- p. Currently, LES who are eligible may access an employer-sponsored health care plan, vision care, as well as life and disability insurance plans. However, these plans are subject to review and update.



- q. Benefits form part of the LES compensation package and benefits that are offered may change over time.

**Scope of the Mandate:**

Canada requires general legal advice, and occasional representation services, in relation to the legal aspects of pension and benefits in the United Kingdom.

**2) Location:**

The Law Firm will perform the Mandate in the United Kingdom.

**3) Services to be performed:**

While taking instructions from the Project Authority, whether directly or through Instructing Counsel as defined in the specific Task Authorization, the Law Firm agrees to perform and provide with care, skill, utmost loyalty, competence, diligence and efficiency the following services typically performed by a solicitor in the United Kingdom acting in the areas of pension law and benefits law, including labour, employment law and trust law, as well as related tax law, as required by Canada, including, but not limited to:

- a. advise, verbally or in writing or both, and provide guidance to Canada with regard to possible design changes to the full LES pension and benefits offering in the UK, inclusive of end-of-service benefits;
- b. ensure compliance with UK legislative requirements;
- c. anticipate legal and other issues with respect to Canada's proposed design changes;
- d. advise on any risks, impacts and obligations of Canada with the development and implementation of any possible design changes;
- e. perform legal research and perform considered opinions and legal memos;
- f. represent Canada as employer before a pension management board (trustees) and other parties and public authorities, except before the courts or tribunals;
- g. review documentation, whether contracts, letters, e-mails or other documents;
- h. collaborate with other expert consultants;
- i. collaborate with Instructing Counsel to ensure continued compliance with UK law, and to facilitate due diligence and critical review;
- j. assist with the roll-out of any benefit design changes, including representing the employer before administrative authorities or other parties, as required;
- k. advise and assist with employment-related issues with regard to LES in the UK as they relate to any pension and benefit changes;
- l. review employer-employee contracts and other associated communications to identify any risks with the proposed pension and benefit changes and/or recommend other approaches given current UK pension, benefit and employment law;
- m. advise on proposed Canada communications and consultations with LES, including to review Canada's communications related to possible benefit changes and provide draft communications;
- n. attend meetings in person, notably at the Canadian High Commission in London, or by teleconference or videoconference;
- o. support and advise Canada on other matters related to pensions and benefits plans;
- p. prepare written legal opinions or correspondence, or provide assistance in the preparation of correspondence, upon request by the Project Authority;
- q. attend meetings and make representations on behalf of Canada, upon request by the Project Authority;
- r. attend to all matters related generally to the above-described "Work", liaison with the Project Authority and any other external legal counsel or representatives as directed,



provide timely advice as to the prudent course of action to be taken by Canada and any related requests from Canadian Government officials as may be requested verbally and/or in writing, and keeping the Project Authority fully informed of all relevant developments; and

- s. carry out further instructions as may be provided by the Project Authority or Instructing Counsel, and seek further instructions as necessary.

**4) Constraints/Considerations:**

- a. The Law Firm will apply locally accepted standards for legal services.
- b. Canada expects the Law Firm to apply project management principles when appropriate.
- c. The Law Firm must provide in English via e-mail to the Project Authority, with copy to the Instructing Counsel, all the documents it creates or edits, in MS Word, MS Excel, MS PowerPoint or any other formats as agreed upon, and PDF.
- d. The Law Firm is not required to travel, except to the extent necessary to attend meetings in London, UK.
- e. Canada may require the Law Firm to attend meetings in London, UK, or to participate to a meeting via teleconference or videoconference.

**5) Exclusions:**

- a. Except with the Instructing Counsel's express written authorization, the Law Firm is not mandated or permitted under this Contract to represent Canada before the courts or any tribunal or arbitral board.
- b. The Law Firm is fully responsible to carry out all aspects of the legal services set out in this Contract, including in the Mandate. Nothing in this Contract or in this Mandate limits the Law Firm's obligations at law.
- c. The Law Firm cannot respond to inquiries from the media or any third party in relation to the Mandate, except with the written authorization of the Project Authority.



## ANNEX B – BASIS OF PAYMENT

*[To be completed when the Contract is made]*

**B1.** Canada will pay the Law Firm, firm all inclusive hourly rates in Pounds Sterling (GBP) as follows, for work performed in accordance with the Contract. Any Applicable Tax is extra.

**B2.** The all-inclusive firm hourly rates will be enforced throughout the entire Contract, including the three (3) irrevocable optional periods of one (1) year each if they are exercised, and will not be subject to future negotiation.

**B3.** The Administrative support hourly rate is intended to capture all additional costs required to support the Senior and Supporting Lawyers. These costs can include, but are not limited to junior lawyers, paralegals, and administrative assistants.

**B4.** With the exception of travel expenses, Canada will reimburse the Law Firm for the direct expenses reasonably and properly incurred by the Law Firm in the performance of the Mandate. These expenses will be paid at actual cost without mark-up, upon submission of an itemized statement supported by receipt vouchers. Such expenses must be pre-approved by the Project Authority as part of the Task Authorization.

**B5.** The Law Firm will not be reimbursed for travel and living expenses incurred in the performance of the work.

### **B6. Initial Contract Period – 5 Year Period**

**NAMES OF RESOURCE AND HOURLY RATES TO BE INSERTED UPON CONTRACT AWARD – CANADA WILL USE THE RATES PROPOSED BY THE BIDDER IN THEIR PRICING SCHEDULE**

Category	Name	Initial Contract Period – Year 1	Initial Contract Period – Year 2	Initial Contract Period – Year 3	Initial Contract Period – Year 4	Initial Contract Period – Year 5
		All Inclusive Hourly Rate	All Inclusive Hourly Rate	All Inclusive Hourly Rate	All Inclusive Hourly Rate	All Inclusive Hourly Rate
Senior Lawyer						
Supporting Lawyer						
Supporting Lawyer						
Administrative Support	N/A					



Canada's total liability to the Law Firm under the Initial Contract Period for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of **£350,000.00 GBP** (Maximum Contract Value). Customs duties are excluded and Applicable Taxes are included.

**B7. Option Year 1**

**NAMES OF RESOURCE AND HOURLY RATES TO BE INSERTED UPON CONTRACT AWARD – CANADA WILL USE THE RATES PROPOSED BY THE BIDDER IN THEIR PRICING SCHEDULE**

Category	Name	Option Year 1
		All Inclusive Hourly Rate
Senior Lawyer		
Supporting Lawyer		
Supporting Lawyer		
Administrative Support	N/A	

Canada's total liability to the Law Firm under Option Period 1 for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of **£50,000.00 GBP** (Maximum Contract Value). Customs duties are excluded and Applicable Taxes are included.

**B8. Option Year 2**

**NAMES OF RESOURCE AND HOURLY RATES TO BE INSERTED UPON CONTRACT AWARD – CANADA WILL USE THE RATES PROPOSED BY THE BIDDER IN THEIR PRICING SCHEDULE**

Category	Name	Option Year 2
		All Inclusive Hourly Rate
Senior Lawyer		
Supporting Lawyer		
Supporting Lawyer		
Administrative Support	N/A	





Canada's total liability to the Law Firm under Option Period 2 for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of **£50,000.00 GBP** (Maximum Contract Value). Customs duties are excluded and Applicable Taxes are included.

**B9. Option Year 3**

Category	Name	Option Year 3
		All Inclusive Hourly Rate
Senior Lawyer		
Supporting Lawyer		
Supporting Lawyer		
Administrative Support	N/A	

Canada's total liability to the Law Firm under Option Period 3 for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of **£50,000.00 GBP** (Maximum Contract Value). Customs duties are excluded and Applicable Taxes are included.



## ANNEX C – 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 Law Firm 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 Mandate 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 Mandate 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 Mandate 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.

### **A2.5. FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION**

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a Bid non-responsive, or will declare a Law Firm in default, if a certification is found to be untrue, whether during the Bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the Bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit Employment and Social Development Canada (ESDC) – Labour's website.

Date: \_\_\_\_\_ (YYYY/MM/DD) (If left blank, the date will be deemed to be the Bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:



- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).
- A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

- A5.1. The Bidder certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.

**OR**

- A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

**OR**

- B2. The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)

### **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**



**ANNEX D – SAMPLE TASK AUTHORIZATION FORM**

<b>FORMULAIRE D'AUTORISATION DE TÂCHE</b>			
<b>Law Firm's Name:</b>		<b>Contract Number:</b>	
<b>Address:</b>		<b>Fund Center:</b>	
<b>N° de l'autorisation de tâche (AT):</b>		<b>Date:</b>	
<b>Numéro de modification:</b>			
<b>New TA (if applicable)</b>			
Total Estimated Cost of Task ( VAT extra) before any revisions:		£	
<b>TA Revision (if applicable)</b>			
N° de Révision de l'AT :		Authorized Increase or Decrease (VAT extra): £	
Total Estimated Cost of Task VAT extra) after this new revision :		£	
<b>Required Work</b> (For completion by Technical Authority)			
<b>1. Task Description of Work to be Performed under the Mandate</b>			
<p><b>Description of any Deliverable(s) required</b> (including the required format and media) 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. Other Conditions/Restrains:</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No    Specify:		

<b>TA Proposal</b> [For completion by Law Firm]			
<b>5. Estimated Cost of Task</b>			
<b>Category (Level) and Name of Proposed Resource</b>	<b>Firm Per Hourly Rate</b>	<b>Estimated Number of Hours</b>	<b>Total Cost</b>



<b>Professional Services Estimated Cost</b>	<b>Total Estimated Cost :</b>		
	<b>Applicable Taxes :</b>		
	<b>Grand Total :</b>		

<b>Disbursement Costs</b>	<b>Total Estimated Cost</b>		
	<b>Applicable Taxes :</b>		
	<b>Grand Total :</b>		

**6. 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 Authority. Total of payments not to exceed the Contract value.

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

**7. 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 \_\_\_\_\_

**Law Firm's Signature**

Name and title of individual authorized to sign for the Law Firm \_\_\_\_\_

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



## ANNEX E – SECURITY REQUIREMENTS CHECKLIST (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		2. Branch or Directorate / Direction générale ou Direction
Global Affairs Canada		HLDP
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 Advisory legal services to support legal questions related to Locally Engaged Staff pension, insurance and social security benefits, trust law, employment law, tax law etc.		
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 checked="" 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 checked="" 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"/>





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



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**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	SECRET	TOP SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COSMIC TOP SECRET	PROTECTED / PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET
				CONFIDENTIEL	TRÈS SECRET	NATO DIFFUSION RESTRICTÉE	NATO CONFIDENTIEL	A	B		C	CONFIDENTIEL	TRÈS SECRET			
Information / Assets																
Renegagements / Biens																
Production																
IT Media / Support TI																
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?  No / Non  Yes / Oui

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

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?  
 La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui

**If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).**  
**Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer 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) Cathy Fidler-Primeau		Title - Titre Director, HLDP	Signature <i>Cathy Fidler-Primeau</i>
Telephone No. - N° de téléphone 343-203-3909	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel Cathy.Fidler-Primeau@international.gc.ca	Date April 29, 2020
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées) Ernest Roy		Title - Titre Contract Security Coordinator	Signature <i>Ernest Roy</i>
Telephone No. - N° de téléphone 343-203-3065	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel Ernest.roy@international.gc.ca	Date 04-05-2020
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?			<input type="checkbox"/> No / <input type="checkbox"/> Yes / <input type="checkbox"/> Non / <input type="checkbox"/> Oui
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres moulées) Alina Balitskaia		Title - Titre Procurement Officer	Signature <i>Alina Balitskaia</i>
Telephone No. - N° de téléphone 343-202-1283	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel alina.balitskaia@international.gc.ca	Date June 1, 2020
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