



RETURN BIDS TO:

**RETOURNER LES
SOUSSIONS À:**

Department of Justice
Attention: Mario Lacroix
Senior Contracting Officer
Room URB741
100 Metcalfe Street
Ottawa, ON K1A 0H8
Telephone: 613-301-1896, cell number: 613-724-1521

REQUEST FOR PROPOSAL

DEMANDE DE PROPOSITION

Proposal To: Department of Justice

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 thereof.

Proposition aux: Au Ministère de la Justice

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées

Instructions : See Herein

ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction

Instructions: Voir aux présentes

énumérés ici sur toute feuille ci-annexées, au(x) prix indiqué(s)

Comments - Commentaires

This document contains a Security Requirement

**Vendor/Firm Name and address
Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office – Bureau de distribution

Department of Justice
Contracting and Materiel Management Division
Room URB741, floor 7
100 Metcalfe Street
Ottawa, Ontario K1A 0H8

Title – Sujet Study on Maximizing the Federal Investment in Criminal Legal Aid	
Solicitation No. – N° de l'invitation 1000013610	Date September 4, 2013
Client Reference No. – N° référence du client 1000013610	
GETS Reference No. – N° de reference de SEAG -	
File No. – N° de dossier 1000013610	CCC No. / N° CCC - FMS No. / N° VME
Solicitation Closes – L'invitation prend fin at – 02 :00 PM on – September 20, 2013	Time Zone Fuseau horaire Eastern Standard Time EST
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Inquiries to : - Adresser toutes questions à: Mario Lacroix Email : mario.lacroix@justice.gc.ca	Buyer Id – Id de l'acheteur
Telephone No. – N° de téléphone : 613-301-1896	FAX No. – N° de FAX
Destination – of Goods, Services, and Construction: Destination – des biens, services et construction :	
Delivery required - Livraison exigée	Delivered Offered – Livraison proposée
Vendor/firm Name and address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Facsimile No. – N° de télécopieur Telephone No. – N° de téléphone	
Name and title of person authorized to sign on behalf of Vendor/firm (type or print)- Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date _____

THIS PAGE MUST BE SIGNED BY THE PERSON AUTHORIZED TO SIGN ON BEHALF OF VENDOR.



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PART 1 - GENERAL INFORMATION

1. Introduction

The bid solicitation and resulting contract document is divided into seven parts plus attachments and annexes, as follows:

Part 1 General Information: provides general description of the requirement;

Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation and states that the Bidder agrees to be bound by the clauses and conditions contained in all parts of 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, if applicable, and the basis of selection;

Part 5 Certifications: includes the certifications to be provided;

Part 6 Security, Financial and Other Requirements includes specific requirements that must be addressed by bidders; and

Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Attachments include:

[ATTACHMENT 1 TO PART 4- TECHNICAL CRITERIA]

[ATTACHMENT 1 TO PART 5- CERTIFICATIONS REQUIRED WITH THE BID]

The Annexes include the:

[Annex "A" Statement of Work]

[Annex "B" Basis of Payment]

[Annex "C" Non Disclosure Agreement]

[Annex "D" Security Requirements Check List]

2. Summary

Canada is seeking to establish a contract for a study on Maximizing the Federal Investment in Criminal Legal Aid as defined in Annex "A", Statement of Work, for the Department of Justice.

3. Communications Notification

As a courtesy, the Government of Canada requests that successful bidders notify the Contracting Authority in advance of their intention to make public an announcement related to the award of a contract.

4. Debriefings

After contract award, bidders may request a debriefing on the results of the bid solicitation. Bidders should make the request to the Contracting Authority within 15 working days of receipt of notification that their bid was unsuccessful. The debriefing may be provided in writing, by telephone or in person.



PART 2 – BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

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

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.

1.1 SACC Manual Clauses

The 2003 (2013-06-01) Standard Instructions - Goods or Services, Competitive Requirements are incorporated by reference into and form part of the bid solicitation.

The text under Section 01, Code of Conduct and Certification – Bid, of the 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete the following subsections in their entirety:

4. bidders who are incorporated, including those bidding as a joint venture, must provide with their bid or promptly thereafter a complete list of names of all individuals who are currently directors of the Bidder. Bidders bidding as sole proprietorship, including those bidding as a joint venture, must provide with their bid or promptly thereafter the name of the owner. Bidders bidding as societies, firms, or partnerships do not need to provide lists of names. If the required names 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 will render the bid non-responsive. Providing the required names is a mandatory requirement for contract award.

Canada may, at any time, request that a Bidder provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form - PWGSC-TPSGC 229) for any or all individuals aforementioned within the time specified. Failure to provide such Consent Forms within the time period provided will result in the bid being declared non-responsive.

5. The Bidder must diligently maintain an up-to-date list of names by informing Canada in writing of any change occurring during the validity period of the bid as well as during the period of any contract arising from this bid solicitation. The Bidder must also, when so requested, provide Canada with the corresponding Consent Forms.

Subsection 5.4 of the 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days

Insert: ninety (90) calendar days

2. Submission of Bids

Bids must be submitted only to the Department of Justice by the date, time and place indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile or electronic mail will not be accepted.



3. Enquiries - Bid Solicitation

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

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a "proprietary" nature must be clearly marked "proprietary" at each relevant item. Items identified as proprietary will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the 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.

4. Applicable Laws

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

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

5. Basis for Canada's Ownership of Intellectual Property

The Department of Justice has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds:

(6.4.1) generate knowledge and information for public dissemination.

6. Payment of Invoices by Credit Card

Canada requests that bidders complete one of the following:

Government of Canada Acquisition Cards (credit cards) will be accepted for payment of invoices.

The following credit card(s) are accepted:

VISA

MasterCard

or

Government of Canada Acquisition Cards (credit cards) will not be accepted for payment of invoices.

The Bidder is not obligated to accept payment by credit card. Acceptance or credit cards for payment of invoice will not be considered as an evaluation criterion.



PART 3 – BID PREPARATION INSTRUCTIONS

Bid Preparation Instructions

Canada requests that bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid (4 hard copies)

Section II: Financial Bid (1 copy)

Section III: Certifications (1 copy)

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

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

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper, duplex printed on 30% recycled paper, Bids are to be submitted stapled only, no other kind of binding (e.g. Binders, duo tangs, plastic protectors) is needed;
- (b) use a numbering system that corresponds to the bid solicitation;

Section I: Technical Bid

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

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

Section II: Financial Bid

- 1.1 Bidders must submit their financial bid in Canadian funds (CDN) and in accordance with the basis of payment detailed in Annex B.
- 1.2 Bidders must submit a fixed price FOB destination, as applicable, Canadian customs duties and excise taxes included, as applicable.
- 1.3 When preparing their financial bid, bidders should review the basis of payment in Annex B and clause 1.2, Financial Evaluation in Part 4.
- 1.4 Bidders should include the following information in their financial bid:
 - 1 Their legal name;
 - 2 The name of the contact person (including this person's mailing address, phone and facsimile numbers and email address) authorized by the Bidder to enter into communications with Canada with regards to:
 - a) their bid; and
 - b) any contract that may result from their bid.

Section III: Certifications

Bidders must submit the certifications required under Part 5.



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

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

1.1 Technical Evaluation

1.1.1 Mandatory Technical Criteria

Refer to Attachment 1 to Part 4.

1.1.2 Point Rated Technical Criteria

Refer to Attachment 1 to Part 4. Point-rated technical criteria not addressed will be given a score of zero.

1.2 Financial Evaluation

- 1.2.1 For bid evaluation and contractor(s) selection purposes only, the evaluated price of a bid will be determined in accordance with the Pricing Schedule detailed in ANNEX B.

2. Basis of Selection

2.1 Basis of Selection - Highest Combined Rating of Technical Merit 70% and Price (excluding Travel) 30%

- 2.1.1 To be declared responsive, a bid must:

- (a) comply with all the requirements of the bid solicitation;
- (b) meet all the mandatory evaluation criteria; and
- (c) obtain the required minimum number of points specified in Attachment 1 to Part 4 for the point rated technical criteria.

- 2.1.2 Bids not meeting (a) or (b) or (c) will be declared non-responsive. Neither the responsive bid obtaining the highest number of points nor the one with the lowest evaluated price (excluding Travel) will necessarily be accepted.

- 2.1.3 The lowest evaluated price (excluding Travel) (LP) of all responsive bids will be identified and a pricing score (PS), determined as follows, will be allocated to each responsive bid (i) : $PS_i = LP / P_i \times 30\%$. P_i is the evaluated price (P) of each responsive bid (i).

- 2.1.4 A technical merit score (TMS), determined as follows, will be allocated to each responsive bid (i): $TMS_i = OS_i \times 70\%$. OS_i is the overall score (OS) obtained by each responsive bid (i) for all the point rated technical criteria specified in Attachment 1 to Part 4, determined as follows: total number of points obtained / maximum number of points available.

- 2.1.5 The combined rating (CR) of technical merit and price (excluding Travel) of each responsive bid (i) will be determined as follows: $CR_i = PS_i + TMS_i$

- 2.1.6 The responsive bid with the highest combined rating of technical merit and price (excluding Travel) will be recommended for award of a contract. In the event two or more responsive bids have the same highest combined rating of technical merit and price (excluding Travel) , the responsive bid with the lowest evaluated price (excluding Travel) will be recommended for award of a contract.



2.1.7 The table below illustrates an example where the selection of the contractor is determined by a 70/30 ratio of the technical merit and price, respectively.

Basis of Selection - Highest Combined Rating of Technical Merit (70%) and Price (excluding Travel) (30%)			
Bidder	Bidder 1	Bidder 2	Bidder 3
Overall Technical Score	88	82	92
Bid Evaluated Price (excluding Travel)	C\$60,000	C\$55,000	C\$50,000
Calculations	Technical Merit Points	Price Points	Total Score
Bidder 1	$88 / 100 \times 70 = 61.6$	$50,000^* / 60,000 \times 30 = 25.00$	86.60
Bidder 2	$82 / 100 \times 70 = 57.4$	$50,000^* / 55,000 \times 30 = 27.27$	84.67
Bidder 3	$92 / 100 \times 70 = 64.4$	$50,000^* / 50,000 \times 30 = 30.00$	94.40

* represents the lowest evaluated price (excluding Travel)



**ATTACHMENT 1 TO PART 4
TECHNICAL CRITERIA**

1.1.1 Mandatory Technical Criteria

Mandatory requirements are evaluated on a pass or fail basis. Failure on the part of the Bidder to meet any one (1) of the following Mandatory Requirements will result in the proposal being deemed non-responsive and ineligible for any further consideration or evaluation. It is the responsibility of the Bidder to ensure that the proposal meets ALL of the Mandatory Requirements as indicated below.

Mandatory Requirements	Met	Not Met	Page #	Details
<p>M1 – Company Experience</p> <p>In the proposal, the Bidder must include the following:</p> <ul style="list-style-type: none"> a) A description of the history of the bidder; and, b) The bidder’s years of experience in providing consulting services. 				
<p>M2 – Personnel Experience</p> <p>The Bidder must provide:</p> <p>The name of each proposed team member, a description of their roles and the number of years with the bidder, the years of experience in providing consulting services, and their résumé;</p>				
<p>M3 – Methodology/Approach</p> <p>The Bidder must provide a description of the overall approach and strategy(ies) proposed for this project as well as identify the methodologies and techniques they propose to use to undertake this project.</p>				
<p>M4 – Work Plan</p> <p>The Bidder must provide a work plan of how they intend to conduct the work outlined in the Statement of Work. The work plan must include a description of each task to be completed, timelines, the level of effort of each task (in person days), and arrangements for meeting reporting deadlines and requirements. The work plan can be provided in table format. <u>No financial information is to be included in the work plan. Work plans with financial information will not be considered compliant.</u></p>				
<p>M5 – References</p> <p>The Bidder must provide at least <u>three</u> (3) references of previous projects undertaken for which he/she has acted as the project lead. The following information is required for each project:</p> <ul style="list-style-type: none"> a. Name of the organization; b. A brief description of the purpose of the project; c. The dates/duration of the project; 				



Mandatory Requirements	Met	Not Met	Page #	Details
d. The dollar value of the project (\$CAD); e. The number and role of resources/personnel involved in the project; f. The extent to which the project was completed on time, within budget and in accordance with established project goals; and g. The name, position, and current contact information (i.e. telephone number and organization) for the related project contact.				



1.1.2 POINT RATED REQUIREMENTS

The Bidder must achieve or exceed a minimum technical overall score for the Point Rated Criteria established for evaluation of the technical proposal. Only those proposals achieving/exceeding the minimum noted overall technical score will be given further consideration. Compliant proposals (i.e. those meeting ALL Mandatory Requirements AND achieving/exceeding the minimum overall technical scores for the Point-Rated Criteria) will be evaluated on the basis of the Bidder's Cost/Price proposal.

The value of the technical proposal evaluation is **70%** in the overall score for the submission.

Each proposal must achieve a minimum technical overall score of 48 points



RATED REQUIREMENTS			
R1. Discussion Paper (40 points)	Project	Page #	Comments
<p>The Bidder must write a short discussion paper of no more than three (3) pages which provides sufficient detail to allow a complete comprehension of the Bidder's understanding of the following topics:</p> <ol style="list-style-type: none"> i. The federal Legal Aid Program (up to 10 points will be awarded) ii. The rationale for the proposed project including the objectives, scope and expected outcomes. (up to 10 points will be awarded) iii. The federal policy challenges associated with developing and implementing cost-effective approaches to the delivery of criminal legal aid. (up to 10 points will be awarded) iv. How these challenges can be addressed, through innovation, particularly in the context of the current economic environment. (up to 10 points will be awarded) <p>Up to 10 points will be available for each of the (4) topics specified above. These points will be allocated as follows:</p> <ul style="list-style-type: none"> • Excellent knowledge and understanding of the topic. Successfully covers the topic in great detail with no grammatical errors. (10 points will be awarded) • Good knowledge and understanding of the topic. Partially covers the topic with detail and few grammatical errors. (8 points will be awarded) • Adequate knowledge and understanding of the topic. While the topic is addressed, the discussion is poorly written and lacks details. (6 points will be awarded) • Some knowledge and understanding of the topic. Identifies the topic, is poorly written, minimal details provided. (3 points will be awarded) 			
Total points	40 points		
			Total /40



R2 – Quality of the Proposal (10 points)

The Bidder's submitted proposal will be evaluated according to the following criteria:

Points	Score	Page #	Comments
Up to 10 points will be awarded, with: <ul style="list-style-type: none">• 2 points awarded if key issues are clearly addressed• 2 points awarded for overall clarity and conciseness (easy to read and understand)• 2 points awarded for the proposal being logically organized and easy to follow• 2 points awarded for the proposal containing no errors in spelling, punctuation or grammar• 2 points for the proposal having an overall professional presentation			
			Total /10



R3– Study Methodology (30 points)

In a maximum of two (2) pages, the Bidder is requested to provide a detailed description of the proposed methodology/approach to the study, including the rationale as well as the strengths and limitations of this methodology/approach. Additionally, the Bidder is encouraged to describe how they intend to address the various study questions (as outlined in the Statement of Work) and to identify other questions that may be considered.

The methodological approach will be scored as follows:

	Score	Page #	Comments
<p>A) Cost-effectiveness of the study approach</p> <p>Up to 10 points will be awarded if the proposal demonstrates a cost-effective approach to the study – i.e. the study approach will result in minimal costs associated with the collection of information.</p> <ul style="list-style-type: none"> Methodology demonstrates an extensive cost-effective approach to the study (i.e. suggests an approach that reduces study costs to a minimal level while still delivering results) (10 points will be awarded) Methodology demonstrates an adequate cost-effective approach to the study (i.e. keeps costs in check) but does not consider the full range of possibilities (7 points will be awarded) Methodology demonstrates minimal effort to ensure that the approach is cost-effective (i.e. little or no consideration of the range of cost-effective approaches that could be considered) (4 points will be awarded) 			
<p>B) Understanding of the study objectives</p> <p>Up to 5 points will be awarded if the proposal demonstrates a clear understanding of the study objectives</p> <ul style="list-style-type: none"> Methodology demonstrates an extensive understanding of the study objectives (5 points will be awarded) Methodology demonstrates an adequate understanding of the study objectives (3 points will be awarded) Methodology demonstrates minimal understanding of the study objectives (1 point will be awarded) 			
<p>C) Understanding of the scope of the study</p> <p>Up to 5 points will be awarded if the proposal demonstrates a clear understanding of the study scope (i.e. national in scope).</p> <ul style="list-style-type: none"> Methodology demonstrates an extensive understanding of the study scope (5 points will be awarded) Methodology demonstrates an adequate understanding of the study scope (3 points will be awarded) Methodology demonstrates minimal understanding 			



of the study scope (1 point will be awarded)			
<p>D) Demonstrates a clear understanding of the issues/challenges associated with implementing innovative and cost-effective approaches in the delivery of criminal legal aid</p> <p>Up to 5 points will be awarded if the proposal demonstrates a clear understanding of the issues/challenges associated with implementing innovative and cost-effective approaches in the delivery of criminal legal aid.</p> <ul style="list-style-type: none"> Methodology demonstrates an extensive understanding of the of the issues/challenges associated with implementing innovative and cost-effective approaches in the delivery of criminal legal aid (5 points will be awarded) Methodology demonstrates an adequate understanding of the of the issues/challenges associated with implementing innovative and cost-effective approaches in the delivery of criminal legal aid (3 points will be awarded) Methodology demonstrates minimal understanding of the issues/challenges associated with implementing innovative and cost-effective approaches in the delivery of criminal legal aid (1 point will be awarded) 			
<p>E) Demonstrates a clear understanding of the potential solutions for maximizing the federal investment in criminal legal aid</p> <p>Up to 5 points will be awarded if the proposal demonstrates a clear understanding of the potential solutions for maximizing the federal investment in criminal legal aid</p> <ul style="list-style-type: none"> Methodology demonstrates an extensive understanding of the potential solutions for maximizing the federal investment in criminal legal aid (5 points will be awarded) Methodology demonstrates an adequate understanding of the potential solutions for maximizing the federal investment in criminal legal aid (3 points will be awarded) Methodology demonstrates minimal understanding of the potential solutions for maximizing the federal investment in criminal legal aid (1 point will be awarded) 			
			Total /30
Total Score 80 points (Minimum Score 48 points)			



PART 5 - CERTIFICATIONS

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested. Bidders must provide the required certifications in Section III of their bid.

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

1. Certifications Required with the Bid

Bidders must submit as part of their bid the certifications included in Attachment 1 to Part 5, Certifications required with the Bid, duly completed.



ATTACHMENT 1 TO PART 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 contractor 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 such request by Canada will also render the bid non-responsive or will constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [HRSDC-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 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).

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 HRSDC-Labour.

OR

- A5.2. The Bidder certifies having submitted the [Agreement to Implement Employment Equity \(LAB1168\)](#) to HRSDC-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 HRSDC-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)



SACC Manual [A3025T](#) (2013-06-27), **Former Public Servant - Competitive Requirements**

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below before contract award.

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 FPS 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.

By submitting a bid, the Bidder certifies the following:

Status and Availability of Resources

SACC Manual clause [A3005T](#) (2010-08-16), **Status and Availability of Resources**

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

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

Education and Experience

SACC Manual clause [A3010T](#) (2010-08-16), **Education and Experience**

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

Language Capability

The Bidder certifies that it has the language capability required to satisfy the Request for Proposal requirements, as stipulated in Annex A – Statement of Work.

Signature

Date



PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

1. Security Requirement

There is a security requirement associated with this requirement.

All proposed team members (including all staff that will be involved in the review, collection, coding, analysis and reporting of classified information) must have a valid Secret security classification at the time of bid closing.

To allow for proper validation of the individual / team members' current security clearance(s), the proposal **must** clearly indicate for the individual or each member, the following information:

- Name of consultant;
- security clearance level;
- security clearance number;
- the department holding the clearance;
- the expiry date;



PART 7 - RESULTING CONTRACT CLAUSES

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

1. Statement of Work

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

2. Standard Clauses and Conditions

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

All SACC clauses identified in the contract are issued by PWGSC and for the use of the Department of Justice.

2.1 General Conditions

2035 (2013-04-25), General Conditions - Services, apply to and form part of the Contract.

2.2 Specific Person(s)

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

3. Security Requirement

There is a security requirement associated with this requirement.

4. Term of Contract

4.1 Period of Contract

The period of the Contract is from date of Contract to March 31st, 2014.

4.2 Termination on Thirty Days Notice

1. Canada reserves the right to terminate the Contract at any time in whole or in part by giving thirty (30) calendar days written notice to the Contractor.
2. In the event of such termination, Canada will only pay for costs incurred for services rendered and accepted by Canada up to the date of the termination. Despite any other provision of the Contract, there will be no other costs that will be paid to the Contractor as a result of the termination.



5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Mario Lacroix
Senior Contracting Authority
Department of Justice
100 Metcalfe Street, URB741
Ottawa, Ontario, K1A 0H8
Telephone: 613-301-1896
E-mail: mario.lacroix@justice.gc.ca

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

5.2 Project Authority

The Project Authority for the Contract is:

To be identified at Contract award.

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

5.3 Contractor's Representative

To be determined.

6. Payment

6.1 Basis of Payment

For the Work described in Statement of Work in Annex A:

In consideration of the Contractor satisfactorily completing its obligations under the Contract, the Contractor will be paid a *firm price* for a cost of \$_____ (*insert the amount at contract award*) for professional services only. Customs duties are *included* and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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



6.2 Travel and Living Expenses

For those bidders who are located outside of the National Capital Region, a maximum travel budget of **\$10,000** has been identified to cover costs associated with travel to meetings with departmental officials. **These resources (\$10,000) will be available at the discretion of the Department of Justice Canada to cover necessary travel costs.**

6.3 Method of Payment

6.3.1 Milestone payments

Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Contract and the payment provisions of the Contract if:

all work associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada.

6.4 SACC Manual Clauses

A9117C (2007-11-30), T1204 - Direct Request by Customer Department
C0305C (2008-05-12), Cost Submission
A9116C (2007-11-30), T1204 Information Reporting by Contractor
2003 (2013-06-01), Standard Instructions - Goods or Services, Competitive Requirements

7. Invoicing Instructions

Payment will only be made on receipt of a satisfactory invoice duly supported by specified release documents and other documents called for under the Contract.

Invoices must be submitted on the Contractor's own invoice form and must be prepared to show:

- a. the date;
- b. name and address of the CONSIGNEE;
- c. item/reference number, deliverable and/or description of work;
- d. contract serial number and financial codes;
- e. the amount invoiced (exclusive of the Goods and Services Tax [GST] or Harmonized Sales Tax [HST] as appropriate) and the amount of GST or HST, as appropriate, shown separately.

8. Certifications

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

9. Applicable Laws

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



10. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions;
- (c) the General Conditions 2035 –Services (2013-04-25);
- (d) Annex “A”, Statement of Work;
- (e) Annex “B”, Basis of Payment;
- (f) Annex “C” Non Disclosure Agreement;
- (g) Annex “D” Security Requirements Check List;
- (h) the Contractor's bid dated _____.

11. Insurance

SACC Manual clause G1005C (2008-05-12) Insurance

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

12. Foreign Nationals (Canadian Contractor)

SACC Manual clause A2000C (2006-06-16), Foreign Nationals (Canadian Contractor)

13. Non-Disclosure

SACC Manual clause A9126C (2010-08-16), Non-Disclosure Agreement



ANNEX A

STATEMENT OF WORK

1. Title

A Study on Maximizing the Federal Investment in Criminal Legal Aid

2. Objective

The purpose of this study is to explore and identify innovations/best practices in criminal legal aid that will enable the federal government to maximize its investment in criminal legal aid and help ensure that Canada's system of justice remains accessible, efficient and fair, particularly for economically disadvantaged Canadians.

3. Background

Under Canada's federal system, responsibility for criminal justice is shared between the federal government, under its authority for criminal law-making and criminal procedure, and the provincial and territorial governments, under their authority for the administration of justice (criminal prosecutions in the territories are a federal responsibility). Given these respective constitutional authorities, both levels of government work together to ensure that Canada has an accessible, efficient and fair system of justice, and that public confidence in the justice system is maintained.

History of Federal Support for Legal Aid

In 1972, the federal government, in recognition of its shared constitutional responsibility for criminal justice, established the national criminal legal aid program. The objective of the program was to promote the creation of a national system of legal aid (i.e. the establishment of a legal aid plan in each province and/or territory) to ensure the provision of a minimum level of criminal legal aid services to economically disadvantaged Canadians who are charged with serious criminal offences, and at risk of incarceration. Federal funding supported the creation of new programs and the enhancement of established services. By 1976 basic legal aid services were available in every jurisdiction across Canada.

Although the original objective of the criminal legal aid program was achieved long ago, the federal government, as part of its shared responsibility for criminal justice, has continued to collaborate with provinces and territories on criminal legal aid as a means of supporting access to justice. In 2012, FPT Ministers Responsible for Justice and Public Safety reiterated their commitment to criminal legal aid, originally expressed in the Federal-Provincial-Territorial (FPT) Ministers Joint Statement on Criminal Legal Aid, and their mutual interest and responsibility to ensure that the criminal justice system, including criminal legal aid, functions effectively and efficiently. In light of the shared responsibility for criminal legal aid, and notwithstanding federal funding constraints, the federal government, following Budget 2012, announced the ongoing provision of federal funding in support of criminal legal aid to the provinces and territories for five years (2012-2013 to 2016-2017).

Goal of the Federal Legal Aid Program

Contribution funding provided through the Department of Justice Canada Legal Aid Program enables provinces and territories, and their respective legal aid plans, to deliver criminal legal aid (and civil legal aid in the territories) to economically disadvantaged persons facing the likelihood of incarceration, and for youth pursuant to the *Youth Criminal Justice Act*. Criminal legal aid (i.e. publicly funded criminal defence counsel), like the courts, prosecution and police, is a key component of Canada's criminal justice system and contributes to the effective functioning of the criminal justice system by upholding Canada's commitment to fairness and the rule of law.

A federal impact evaluation of the Legal Aid Program (2012) concluded that the Legal Aid Program's



objective directly supports the Department of Justice Canada's strategic outcome of a "fair, relevant, and accessible justice system".

The Federal Investment in Criminal Legal Aid

The federal Legal Aid Program (the Program) is administered and managed by the Department of Justice Canada's Legal Aid Directorate. The Program is comprised of funding for adult and youth criminal legal aid services in the provinces, and criminal and civil legal aid services in the territories (\$111.9 million annually); funding for immigration and refugee (I&R) legal aid services in six provinces that provide these services (\$11.5 million annually); funding for Court-Ordered Counsel in Federal Prosecutions (\$1.65 million annually); and funding for legal aid in Public Security and Anti-terrorism cases (\$2 million annually). The goal of the Program is "to enable the provinces and territories and their legal aid plans to deliver criminal legal aid (and civil legal aid in the territories) to economically disadvantaged persons facing the likelihood of incarceration, and for youth pursuant to the *Youth Criminal Justice Act*, through the provision of contribution funding" (Department of Justice Canada, 2007).

Federal funding for criminal legal aid to the provinces and territories constitutes the Department of Justice Canada's second largest transfer payment (\$111.9 million annually). Increasing fiscal constraints for federal, provincial and territorial governments, combined with growing public demand for improved transparency and accountability with respect to government spending, have led to both levels of government reviewing their respective programs and services with a view to creating efficiencies, reducing costs and improving services to better meet the needs of clients. As was noted by the federal Treasury Board Minister following the release of the Auditor General's 2013 Spring Report: "[the] Government is committed to providing effective and efficient programs and services to Canadians. We share the Auditor General's commitment to sound, accountable management of tax dollars and we will continue to take action to improve services and the quality of life for all Canadians."

It is in this context, and the need to address ongoing legal aid pressures (i.e. rising legal aid costs and increasing demands for legal aid), that many provinces and territories and their respective legal aid plans have been exploring or implementing approaches/practices to create criminal legal aid efficiencies (including cost-savings and service improvements) that support access to justice and contribute to criminal justice system efficiencies. Recognizing that there are a broad range of activities that are occurring at both the federal and provincial-territorial levels with respect to access to justice (e.g. National Action Committee on Access to Justice in Civil and Family Law Matters) and justice system reform (e.g. Steering Committee on Justice Efficiencies and Access to Justice), in 2012, under the direction of FPT Ministers Responsible for Justice and Public Safety, an FPT Deputy Minister Steering Committee on Access to Justice and Justice System Reform was established. As the primary body responsible for FPT work on access to justice and justice system reform issues in criminal, family and civil law matters, one of the key objectives of this Steering Committee is to provide a forum for exchange of information and best practices on a broad range of access to justice and justice reform issues.

In light of the federal government's shared responsibility for criminal justice including the responsibility to ensure that Canada's system of justice is accessible, efficient and fair, its federal investment in criminal legal aid, and its commitment to providing effective and efficient services to Canadians, it is incumbent upon the federal government to explore and examine innovations/best practices that will maximize the federal investment in criminal legal aid, support access to justice, and contribute to criminal justice system efficiencies. To this end, the federal government is initiating a study to explore and identify innovations/best practices in the delivery of criminal legal aid that could contribute to creating criminal legal aid efficiencies. It is expected that these innovations/best practices will help to address legal aid pressures, support access to justice, particularly for economically disadvantaged Canadians, will contribute to ensuring that the federal investment in criminal legal aid is being used effectively and efficiently, and will also contribute to ensuring that the justice system remains accessible, efficient and fair.



4. Scope

As the largest proportion of federal funding under the Program supports provinces and territories in their delivery of criminal legal aid services, this study will focus on the federal investment in criminal legal aid in all provinces and territories.

In light of the budget allocated for the study, and to support cost-efficiencies, it is imperative that the Contractor have the capacity and the ability to apply an innovative methodology that takes advantage of all available opportunities to minimize the study costs while at the same time allowing for the collection of a sufficient level of information to support the study findings and recommendations for next steps.

Based on a review and analysis of relevant and available literature, both domestically and internationally, on the breadth of initiatives currently underway, or being considered; the study must explore and examine innovative approaches and/or best practices that improve, or have the potential to improve, accountability and transparency in federal public spending in the justice system, specifically as it relates to criminal legal aid (i.e. measures which aim to reduce criminal legal aid costs, create efficiencies and best practices, and support access to justice for economically disadvantaged persons).

In the context of this review and analysis, the Contractor will address a range of questions including the following:

Sustainability of Criminal Legal Aid

- What measures can the federal government implement to help ensure that the necessary level of criminal legal aid funding continues to be available to support the provision of criminal legal aid and access to justice in the provinces and territories?
- How can the federal government help to ensure that criminal legal aid continues to be available for economically disadvantaged Canadians?
- How can the federal government help to ensure that legal aid resources continue to support access to justice for economically disadvantaged Canadians, achieve cost-effectiveness and efficiency in the delivery of criminal legal aid, and achieve value for money?

Creating Criminal Legal Aid Efficiencies

- How can innovations contribute to creating efficiencies (including cost-savings and improved services to Canadians) and best practices in criminal legal aid, and supporting access to justice in criminal legal aid as well as in the larger criminal justice system?
- What current innovations/best practices in criminal legal aid, both domestically and internationally, contribute to access to justice, to cost-savings, and to criminal legal aid efficiencies?
- How do these innovations/best practices contribute to overall criminal justice system efficiencies?
- Among the innovations/best practices that have been tested or implemented by jurisdictions, which of these hold the greatest promise for criminal legal aid in terms of: increased access to justice; reduced legal aid costs; and increased efficiency?
- Which of these innovations/best practices could be considered for broader application on a national basis (i.e. in some or all provinces and territories)?
- What role can the federal government play to best support provinces and territories in the development and implementation of innovative approaches to providing criminal legal aid?
- Have there been any evaluations completed with respect to criminal legal aid innovations that assessed the access to justice benefits, and cost-savings and efficiencies resulting from these innovations?
- What other federal departmental/horizontal initiatives are impacted by the federal legal aid program?



- What is the potential impact of maximizing the federal investment in criminal legal aid on other federal departmental/horizontal initiatives?

Significance of Criminal Legal Aid

What are the range of benefits (e.g. legal, social, economic, and health) associated with providing criminal legal aid to economically disadvantaged Canadians?

5. Tasks

The Contractor will undertake the following activities:

- A. *Initial in-person meeting* – Within one week following the contract award date, the Contractor must attend an initial in-person meeting with the Project Authority and Department of Justice Canada officials to further discuss the proposed questions to be addressed by the study, the project requirements, revised timelines (if required), expectations, and confirm roles and responsibilities. The meeting will take place in Ottawa. The Contractor will revise the project work plan, as appropriate, based on the results of this initial meeting.
- B. *Documentation Review* – The Contractor is expected to review relevant departmental documentation in order to have a more complete understanding of the federal Legal Aid Program, the federal investment in criminal legal aid, and the challenges associated with this investment. In addition, the Contractor will review and analyse relevant domestic and international literature pertaining to criminal legal aid in Canada and abroad to identify and examine innovative approaches being implemented, or considered, which are creating efficiencies and best practices, or expected to create efficiencies and best practices, in criminal legal aid and support access to justice.
- C. *Subsequent Meetings* - The Contractor is expected to attend subsequent meetings (in-person meetings/teleconferences) with Department of Justice Canada officials for purposes of discussing the progress of the study and its findings, and contributing to the development of a departmental action plan relating to the federal investment in criminal legal aid.
- D. *Preparation of Deliverables*: The Contractor is expected to produce Progress Reports, Preliminary Study Report, Draft Final Report and Final Report (including implications, considerations, recommendations, and next steps).

6. Language of Work

The Department of Justice is under obligation to respect the spirit and the letter of the *Official Languages Act*. It is imperative that the Contractor ensures that all verbal and written communications are provided in the preferred official language of all participants in the study. At least one (1) senior member of the contracting team must be fluently bilingual and able to communicate in both official languages in verbal and written form.

7. Travel

In the interest of cost efficiencies, travel must be limited to necessary in-person meetings with Department of Justice Canada officials for purposes of reviewing the study progress and relevant documents being produced (e.g. preliminary and/or final reports).



8. Meetings

The Contractor must be prepared to attend meetings, either in person or via teleconference, with Department of Justice Canada officials as requested.

9. Deliverables

The Contractor shall provide the following deliverables to the Technical Authority:

Deliverable 1 - First written Progress Report (due 20 working days following the contract award date) as well as oral reports on the progress of the study.
Deliverable 2 - Second written Progress Report (due 40 working days following the contract award date) as well as oral reports on the progress of the study.
Deliverable 3 - A Preliminary Report on the study findings (due 60 days following the contract award date).
Deliverable 4 – A Draft Final Report that includes recommendations on or before February 28, 2014.
Deliverable 5 – A Final Report including an Executive Summary, and a presentation on the study findings (e.g. proposed next steps, recommendations, considerations, implications, conclusions) to be delivered to Department of Justice Canada officials on or before March 31, 2014.

All deliverables are to be provided in MS Word or when specified in MS Power Point and in English.



ANNEX B

BASIS OF PAYMENT

The Bidder must complete this pricing schedule and include it in its financial bid.

The rates and prices specified below, when quoted by the Bidder, include any of the following expenses that may need to be incurred to satisfy the terms of any contract that may result from its bid:

- a. all travel and living expenses for work performed within the National Capital Region (NCR). The NCR is defined in the National Capital Act, R.S.C. 1985, c. N-4, S.2. The National Capital Act is available on the Justice Website: <http://laws-lois.justice.gc.ca/eng/acts/N-4/>
- b. any travel expenses for travel between the Contractor's place of business and the NCR; and
- c. any travel and living expenses for the relocation of resources to satisfy the terms of any resulting contract. These expenses cannot be charged directly and separately from the professional fees to any contract that may result from the bid solicitation.

1. In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor shall be paid a firm price of \$_____ [insert total amount], Goods and Services Tax or Harmonized Sales Tax extra, if applicable.

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

Milestone	Price
Deliverable 1 - First written Progress Report (due 20 working days following the contract award date) as well as oral reports on the progress of the study. (10%)	\${Insert amount}
Deliverable 2 - Second written Progress Report (due 40 working days following the contract award date) as well as oral reports on the progress of the study. (10%)	\${Insert amount}
Deliverable 3 - A Preliminary Report on the study findings (due 60 days following the contract award date). (10%)	\${Insert amount}
Deliverable 4 – A Draft Final Report that includes recommendations on or before February 28, 2014. (30%)	\${Insert amount}
Deliverable 5 – A Final Report including an Executive Summary, and a presentation on the study findings (e.g. proposed next steps, recommendations, considerations, implications, conclusions) to be delivered to Department of Justice Canada officials on or before March 31, 2014 (40%)	\${Insert amount}
Total Project Price	\${Insert amount}
Applicable taxes (%)	\${Insert amount}



The Contractor's financial proposal must include a fixed price for professional fees that does not exceed \$50,000 excluding all applicable taxes.

For those bidders who are located outside of the National Capital Region, a maximum travel budget of **\$10,000** has been identified to cover costs associated with travel to meetings with departmental officials. **These resources (\$10,000) will be available at the discretion of the Department of Justice Canada to cover necessary travel costs.** Supporting documents must be submitted for the reimbursement of travel and accommodation costs. As for meals, reimbursements are based on daily allowances. Costs are reimbursed in accordance with Treasury Board directives.



ANNEX C
Non-Disclosure Agreement

I, _____, recognize that in the course of my work as an employee or subcontractor of _____, I may be given access to information by or on behalf of Canada in connection with the Work, pursuant to Contract Serial No _____ between Her Majesty the Queen in right of Canada, represented by the Minister of Public Works and Government Services and _____, including any information that is confidential or proprietary to third parties, and information conceived, developed or produced by the Contractor as part of the Work. For the purposes of this agreement, information includes but not limited to: any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labeled as proprietary or sensitive, that is disclosed to a person or that a person becomes aware of during the performance of the Contract.

I agree that I will not reproduce, copy, use, divulge, release or disclose, in whole or in part, in whatever way or form any information described above to any person other than a person employed by Canada on a need to know basis. I undertake to safeguard the same and take all necessary and appropriate measures, including those set out in any written or oral instructions issued by Canada, to prevent the disclosure of or access to such information in contravention of this agreement.

I also acknowledge that any information provided to the Contractor by or on behalf of Canada must be used solely for the purpose of the Contract and must remain the property of Canada or a third party, as the case may be.

I agree that the obligation of this agreement will survive the completion of the Contract Serial No:

_____.

Signature

Date



ANNEX D Security Requirement Check List (SRCL)



Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat 1000013610
Security Classification / Classification de sécurité SECRET with attachments

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

1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine Department of Justice Canada		2. Branch or Directorate / Direction générale ou Direction Programs Branch/Legal Aid Directorate	
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 The purpose of this study is to identify and explore how the Department of Justice Canada can maximize its federal investment in criminal legal aid.			
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	
8. 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 type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui	
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès			
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>	
7. b) Release restrictions / Restrictions relatives à la diffusion			
No release restrictions / Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>	
Not releasable / À ne pas diffuser <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	
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 checked="" 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"/>	

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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 COTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input checked="" type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET
<input type="checkbox"/> TOP SECRET - SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMBLEMES			

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? Yes / Oui No / Non

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 / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET	NATO RESTRICTED / NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL / NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET / COSMIC TRÈS SECRET	PROTECTED / PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET / TRÈS SECRET
											A	B	C			
Information / Assets / Renseignements / 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 indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

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PART D - AUTHORIZATION / PARTIE D - AUTORISATION			
13. Organization Project Authority / Chargé de projet de l'organisme			
Name (print) - Nom (en lettres moulées) Shirley Riopelle Ouellet	Title - Titre Senior Policy Analyst	Signature <i>Shirley Riopelle Ouellet</i>	Date 25-06-2013
Telephone No. - N° de téléphone 613-957-7430	Facsimile No. - N° de télécopieur 613-954-9423	E-mail address - Adresse courriel shirley.riopelle-ouellet@justice.gc.ca	
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées) IVAN SICARD	Title - Titre DSO	Signature <i>Ivan Sicard</i>	Date JUL 29 2013
Telephone No. - N° de téléphone 613 957-6654	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	
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 checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
16. Procurement Officer / Agent d'approvisionnement			
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
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

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