



RETURN BIDS TO: RETOURNER LES SOUMISSIONS À :

Department of Justice
Finance and Planning Branch
Attention: Sylvain Desbois
Contracts Management Officer
284 Wellington Street – EMB Room 1233
Ottawa, Ontario K1A 0H8
Bids Receiving Unit: 613-724-1521

Ministère de la Justice
Direction générale des finances et de la planification
Attention: Sylvain Desbois
Agent de gestion des marchés
284, rue Wellington, ÉCE Pièce 1233
Ottawa, Ontario K1A 0H8
Service de réception des soumissions : 613-724-1521

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

Comments - Commentaires

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.

On behalf of the bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:

1. The bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation;
2. This bid is valid for the period requested in the bid solicitation;
3. All the information provided in the bid is complete, true and accurate; and
4. If the bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation.

Proposition à : Ministère de la Justice

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexées, au(x) prix indiqué(s).

En apposant ma signature ci-après, j'atteste, au nom du soumissionnaire, que j'ai lu la demande de propositions (DP) en entier, y compris les documents incorporés par renvoi dans la DP et que :

1. le soumissionnaire considère qu'il a les compétences et que ses produits sont en mesure de satisfaire les exigences obligatoires décrites dans la demande de soumissions;
2. cette soumission est valide pour la période exigée dans la demande de soumissions ;
3. tous les renseignements figurant dans la soumission sont complets, véridiques et exacts; et
4. si un contrat est attribué au soumissionnaire, ce dernier se conformera à toutes les modalités énoncées dans les clauses concernant le contrat subséquent et comprises dans la demande de soumissions.

Title – Sujet	
Evaluation of the Crimes Against Humanity and War Crimes (CAHWC) Program	
Solicitation No. – N° de l'invitation	Date
1000016267	August 29, 2014
Client Reference No. – N° référence du client	
1000016267	
GETS Reference No. – N° de référence de SEAG	
Solicitation Closes L'invitation prend fin	Time Zone Fuseau horaire
at – à 02 :00 PM – 14h00	Eastern daylight time (EDT) Heure avancée de l'Est (HAE)
on – le October 8, 2014	
F.O.B. - F.A.B.	
Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address inquiries to – Adresser toute demande de renseignements à :	
Kayla Pordonick, Contracting and Materiel Officer	
Area code and Telephone No. Code régional et N° de téléphone	Facsimile No. / e-mail N° de télécopieur / courriel
	Kayla.Pordonick@justice.gc.ca
Destination – of Goods, Services, and Construction: Destination – des biens, services et construction	
National Capital Region	

Instructions: See Herein

Instructions : Voir aux présents

Delivery required -Livraison exigée	Delivery offered -Livraison proposée
See Herein – Voir aux présentes	
Jurisdiction of Contract: Province in Canada the bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)	
Compétence du contrat : Province du Canada choisie par le soumissionnaire et qui aura les compétences sur tout contrat subséquent (si différente de celle précisée dans la demande)	
Vendor/firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone	
e-mail - courriel	
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



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PART 1 - GENERAL INFORMATION

1.1 Security Requirement

There is a security requirement associated with the requirement. For additional information, consult Part 6 - Security Requirement and Part 7 - Resulting Contract Clauses.

1.2 Statement of Work

See Annex A

1.3 Debriefings

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



PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The 2003 (2014-06-26) [Standard Instructions - Goods or Services - Competitive Requirements](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/16) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/16>), are incorporated by reference into and form part of the bid solicitation.

2.2 Submission of Bids

Bids must be submitted only to the Department of Justice Bid Receiving Unit 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 email will not be accepted.

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to Kayla Pordonick (Kayla.Pordonick@justice.gc.ca) no later than seven (7) 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.

2.4 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.

2.5 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:

The main purpose of the contract, or of the deliverables contracted for, is to generate knowledge and information for public dissemination.



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

- Section I: Technical Bid (5 hard copies)
- Section II: Financial Bid (1 hard copy)
- Section III: Certifications (1 hard 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;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Bid

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

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

No prices must be indicated in the technical proposal.

Résumés for Proposed Resources: Where the experience, education or other qualifications (including professional designation or membership requirements) of proposed individuals will be evaluated, the résumé of each proposed individual should be included in the technical bid.

Personnel Security: Where there is a personnel security requirement, résumés should state the current level of personnel security held by the proposed individual(s) and their corresponding Canadian Industrial Security Directorate (CISD) file number(s).

Education: Where the education of a proposed individual will be evaluated, Canada will only consider academic credentials obtained from a recognized* Canadian university, college or high school, or the equivalent for credentials obtained outside Canada, as established by a recognized* Canadian academic credentials assessment service. (*The list of recognized organizations can be found under the Canadian Information Centre for International Credentials website, at the following Internet link: <http://www.cicic.ca/2/home.canada>.)

Attachment 1 to Part 4: Technical and Financial Evaluation Criteria, contains additional instructions that bidders should consider when preparing their technical bid.



Section II: Financial Bid

- i. Bidders must submit their financial bid in accordance with Attachment 2 to Part 4 : Financial Evaluation – Pricing Schedule. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) is to be shown separately, as applicable.
- ii. Bidders must submit their price, FOB destination, as applicable, Canadian customs duties and excise taxes included, as applicable, and GST or HST excluded.
- iii. When preparing their financial bid, bidders should review the basis of payment in Annex B – Basis of Payment and clause 4.1.2, Financial Evaluation, of Part 4).
- iv. All prices included in the pricing schedule detailed in Attachment 2 to Part 4 : Financial Evaluation – Pricing Schedule exclude allowable authorized travel and living expenses.
- v. Bidders should include the following information in their financial bid:
 - 1) Their legal name;
 - 2) Their Procurement Business Number (PBN); and
 - 3) 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, including the attachments to Part 5.

Bidders must also submit Page 1 of this Request for Proposal, duly completed and signed and dated by a person authorized to sign on behalf of the Bidder (Vendor/firm).



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 EVALUATION PROCEDURES

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria (Step 1)

Refer to Attachment 1 to Part 4 : Technical Evaluation Criteria.

4.1.1.2 Point Rated Technical Criteria (Step 2)

Refer to Attachment 1 to Part 4 : Technical Evaluation Criteria.

Point-rated technical criteria not addressed will be given a score of zero.

4.1.2 Financial Evaluation & Mandatory Financial Criteria (Step 3)

Refer to Attachment 2 to Part 4 : Financial Evaluation - Pricing Schedule.

Refer to Attachment 1 to Part 4 : Mandatory Financial Criteria

Only compliant proposals meeting all of the requirements detailed in Steps 1 and 2 will be considered at this point.

Prices submitted will be evaluated to determine the bid evaluation price as defined in Attachment 2 to Part 4: Financial Evaluation - Pricing Schedule.

Should there be an error in the extended pricing of the Bidder's proposal, the unit pricing and rates shall prevail and the extended pricing shall be corrected in the evaluation. Any errors in quantities of the Bidder's proposal shall be changed to reflect the quantities stated in the Request for Proposal (RFP).

Failure or refusal to provide a price or rate for any item in Attachment 2 to Part 4 : Financial Evaluation - Pricing Schedule shall be considered as failing to meet a mandatory requirement of the RFP and therefore, the Bidder's proposal shall be given no further consideration.

- 4.1.2.1 The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

- 4.1.2.2 For bid evaluation and contractor(s) selection purposes only, the evaluated price of a bid will be determined in accordance with Attachment 2 to Part 4 : Financial Evaluation - Pricing Schedule.

4.2 BASIS OF SELECTION

- 4.2.1 Basis of Selection - Highest Combined Rating of Technical Merit (75%) and Price (25%)

- 4.2.1.1 To be declared responsive, a bid must:

- (a) comply with all the requirements of the bid solicitation;
- (b) meet all mandatory criteria;
- (c) obtain the required minimum points specified in Attachment 1 to Part 4 for the points rated technical criteria ; and
- (d) Meet the financial Mandatory Criteria

- 4.2.1.2 Bids not meeting either (a), (b), (c) or (d) above will be declared non-responsive.

- 4.2.1.3 The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 75% for the technical merit and 25% for the price.

- 4.2.1.4 To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 75%.



- 4.2.1.5 To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 25%.
- 4.2.1.6 For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- 4.2.1.7 Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where the selection of the contractor is determined by a 75/25 ratio of the technical merit and price, respectively.

Basis of Selection - Highest Combined Rating of Technical Merit (75%) and Price (25%)			
Bidder	Bidder 1	Bidder 2	Bidder 3
Overall Technical Score	88/100	82/100	92/100
Bid Evaluated Price	C\$60,000	C\$55,000	C\$50,000
Calculations	Technical Merit Points	Price Points	Total Score
Bidder 1	$88 / 100 \times 75 = 66$	$50,000^* / 60,000 \times 25 = 20.83$	86.83
Bidder 2	$82 / 100 \times 75 = 61.5$	$50,000^* / 55,000 \times 25 = 22.73$	84.23
Bidder 3	$92 / 100 \times 75 = 69$	$50,000^* / 50,000 \times 25 = 25.00$	94.00**

* represents the lowest evaluated price

**represents the bidder who will be recommended for award of a contract

- 4.2.2 In the event two or more responsive bids have the same highest combined rating of technical merit and price, these bids will be ranked in descending order of the overall scores obtained for all of the point rated technical criteria detailed in Attachment 1 to Part 4; the responsive bid obtaining the highest overall score being ranked the highest.



ATTACHMENT 1 TO PART 4 – TECHNICAL AND FINANCIAL EVALUATION CRITERIA

1 Mandatory Technical Criteria (M)

The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.

<p>Mandatory Requirements are evaluated on a pass or fail basis. Failure on the part of the Bidders 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 Bidders to ensure that the proposal meets ALL of the Mandatory Requirements as indicated below.</p>		
<p>Attention Bidders: Write beside each of the criteria the relevant page number(s) from your proposal which addresses the requirement identified in the criteria</p>		
CRITERIA	Page #	Yes/No
<p>M1 – Company Experience</p> <p>In their proposal, the Bidders must include the following:</p> <ul style="list-style-type: none"> a) A description of the history of the company; and, b) The company’s years of experience in providing evaluation services. 		
<p>M2 – Personnel Experience</p> <p>In their proposal, the Bidders must provide a résumé for each team member they propose. Each résumé must include the following:</p> <ul style="list-style-type: none"> a) A description of the team member’s role(s) in the evaluation projects they have participated in; b) The team member’s years of experience providing evaluation services; c) The years the team member has been with the Bidder; and d) The team member’s SECRET security clearance as required in Section 3, part 7 		
<p>M3 – Official Language Capacity</p> <p>In their proposal, the Bidders must provide each proposed team member’s written and verbal ability in the two Official Languages as self-evaluated according to the descriptions provided in the Language Testing –Scales / Levels found at http://www.international.gc.ca/ifait-iaeci/test_levels-niveaux.aspx?lang=eng.</p> <p>At least one (1) senior(*) team member must be fluently bilingual by being able to read and communicate verbally and in writing in both official languages as described in level 4 Advanced Professional Proficiency or higher. Refer to Annex A – Statement of Work, section 6.3 Language Requirement for more detail.</p> <p>(*)Senior team members are defined as individuals with a minimum of 10 years experience in conducting evaluations.</p>		
<p>M4 – Experience in conducting evaluations of Federal Policy, Programs, Operations</p> <p>The Bidders must demonstrate that they have completed <u>at least three (3)</u> evaluations (*) for the federal government since 2009. The proposed team lead must have participated in each of the three evaluation studies in question.</p> <p>The following information is required for each evaluation cited:</p> <ul style="list-style-type: none"> a) Name of the client organization and, if applicable, horizontal partners; b) A brief description of the purpose of the project; c) The dates/duration of the project; d) The dollar value of the project (\$CAD); e) The names and roles of resources/personnel involved in the project that are proposed for this project; f) The extent to which the project was completed on time, within budget and in 		



<p>accordance with established project goals; and</p> <p>g) The Bidders must provide one client reference, including name, position, current telephone number, current email address and organization. If the referee has changed positions since the project was completed, the former position should also be noted.</p> <p>(* In this context, “evaluation” refers to a study undertaken in accordance with the 2009 Treasury Board <i>Policy on Evaluation</i> that addressed all five Core Issues outlined in Annex A of the Treasury Board <i>Directive on the Evaluation Function</i>.</p>		
<p>M5 – Experience evaluating a federal horizontal initiative</p> <p>The Bidders must have completed <u>at least one (1)</u> evaluation(*) of a horizontal initiative for the federal government since 2009. The proposed team lead must have participated in the evaluation study in question.</p> <p>The following information is required for the project cited:</p> <ul style="list-style-type: none"> a) Name of the client organization and horizontal partners; b) A brief description of the purpose of the project; c) The dates/duration of the project; d) The dollar value of the project (\$CAD); e) The names and roles of resources/personnel involved in the project that are proposed for this project; f) The extent to which the project was completed on time, within budget and in accordance with established project goals; and g) The Bidders must provide one client reference, including name, position, current telephone number, current email address and organization. If the referee has changed positions since the project was completed, the former position should also be noted. <p>Note: The same project can be provided for M4 and M5.</p> <p>(* In this context, “evaluation” refers to a study undertaken in accordance with the 2009 Treasury Board <i>Policy on Evaluation</i> that addressed all five Core Issues outlined in Annex A of the Treasury Board <i>Directive on the Evaluation Function</i>.</p>		



2 Point Rated Technical Criteria (R)

Bids which meet all the mandatory technical criteria will be evaluated and scored as specified in the tables inserted below.

Bids which fail to obtain the required minimum number of points specified for each point rated technical criterion will be declared non-responsive. Each point rated technical criterion should be addressed separately.

Technical proposals will be assessed separately against the evaluation criteria identified below. Point rated criteria not addressed in the bidder's proposal will result in a score of zero being assigned against that particular criterion.

Each Technical proposal that meets all the Mandatory Requirements specified above, will be evaluated and scored in accordance with the following evaluation criteria:

<p>Bidders must achieve or exceed a minimum technical score in each of the Point-Rated requirements. Only those proposals receiving the minimum score will be considered further. Compliant proposals, being those meeting all mandatory requirements and achieving the minimum technical scores for the Point Rated Requirements, will be evaluated on the basis of the Bidder's cost/price proposal.</p>				
<p>The value of the Technical Proposal evaluation is 75% in the overall score for the submission.</p>				
<p>Attention Bidders: Write beside each of the criteria the relevant page number(s) from your proposal that address the requirement identified in the criteria.</p>				
CRITERIA	Page Number	Points Allocated	Minimum Points Required	Score
<p>R1 – Project Experience</p> <p>Proposals will be assessed for the experience of the evaluation team. The three projects identified in M4 will be scored for their similarity to the requirement described in Annex A - Statement of Work of this RFP. Points will be allocated to each of the three projects according to the following criteria:</p> <ul style="list-style-type: none"> a) The project involved a federal horizontal initiative (1 point per project); b) The project involved government operations (1 point per project); c) The project involved a justice/policing/security/immigration issue (1 point per project); d) The project involved working with a multidisciplinary evaluation advisory committee (1 point per project); and e) The project included an analysis of efficiency or economy (1 point per project). 		15	11	
<p>R2 – Initial Work Plan</p> <p>The Bidders should demonstrate their understanding of the requirement by providing an Initial Work Plan for completing the work as outlined in Annex A - Statement of Work.</p> <p>Points will be allocated according to the rating scheme in Table 1 against criteria a, b, c and d.</p>		60	40	



Table 1 - Rating Scale					
0	Information provided does not address the criteria.				
2	Information provided demonstrates a minimal understanding that is relevant to the stated criteria.				
5	Information provided demonstrates some understanding that is relevant to the stated criteria but does not demonstrate a full range of understanding for all elements of the rated criteria.				
8	Information provided demonstrates understanding for most but not all of the elements of the rated criteria.				
10	Information provided demonstrates understanding that is relevant to all of the elements of the rated criteria.				
12	Information provided clearly demonstrates a full understanding of all of the elements of the rated criteria.				
15	Rated criteria is dealt with in depth, Information provided demonstrates a full range of in-depth understanding of all of the elements of the rated criteria.				
<p>a) The Bidders should demonstrate in their Work Plan that their approach and methodology are comprehensive to complete the tasks, deliverables and associated timelines. (up to 15 points as per the rating scale in Table 1).</p> <p>b) The Bidders should demonstrate in their Work Plan that the assignment of personnel, allocation of responsibilities and level of effort are appropriate to complete the tasks, deliverables and associated timelines. (up to 15 points as per the rating scale in Table 1).</p> <p>c) The Bidders should demonstrate that they have a comprehensive quality control strategy in place for monitoring the quality of the research, analysis and reporting. (up to 15 points as per the rating scale in Table 1).</p> <p>d) The Bidders should demonstrate in their Work Plan that the role of the proposed Project Manager is clearly defined, appropriate and reflected in all phases of the Work Plan and technical approach (up to 15 points as per the rating scale in Table 1).</p>					



<p>R3 – References</p> <p>Two of the three references provided in M4 will be contacted by email to provide a reference based on the following questions:</p> <p>1. Was the contractor effective in integrating multiple lines of evidence and synthesizing the data? (Yes=1 point per reference; No= 0 points);</p> <p>2. Did the contractor meet all of the timelines for the deliverables? (Yes=1 point per reference; No= 0 points);</p> <p>3. Overall, were you satisfied with the quality of the final report? (Yes=1 point per reference; No= 0 points);</p> <p>4. When problems were found in the contractor’s work, was the contractor responsive and timely in resolving the issues? Consider the quality of the resolution in your response. (Yes=1 point per reference; No= 0 points); and</p> <p>5. Did the contractor take your comments and suggestions into consideration? (Yes=1 point per reference; No= 0 points).</p> <p>Note:</p> <ul style="list-style-type: none"> • Only three (3) attempts over a maximum of five (5) working days (from the first attempt) will be made to contact 2 of the 3 references. • Any client reference that cannot be contacted will be scored zero for this criteria. • Any questions forming part of this criterion that is not responded to by a client reference will be scored zero. 		10	7	
<p>R4 – Quality of the Proposal</p> <p>The Bidder’s proposal will be evaluated according to the following criteria:</p> <p>a) Clarity and conciseness (1 point);</p> <p>b) Organization (1 point);</p> <p>c) Grammar, spelling and punctuation (No errors= 2 points; Up to five errors = 1 point; more than five errors = 0 points); and</p> <p>d) Professional presentation (1 point).</p>		5	3	
<p>Total Maximum Available Points = 90</p>	<p>Overall Minimum Points Required = 61</p>			



3 Mandatory Financial Criteria (MF)

Bids must meet the mandatory financial criteria specified in the table inserted below.

Bids which fail to meet the mandatory financial criteria will be declared non-responsive. Each criterion should be addressed separately.

Criteria	Mandatory Financial Criterion	Bid Preparation Instructions	Yes/No
MF1	Evaluated Price - Not to exceed budget of \$147,000 excluding all taxes; as per Attachment 2 to Part 4.	No prices must be indicated in the technical proposal	



ATTACHMENT 2 TO PART 4 – FINANCIAL EVALUATION - PRICING SCHEDULE

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

The inclusion of volumetric data in this document does not represent a commitment by Canada that Canada’s future usage of the services described in the bid solicitation will be consistent with this data.

Milestones	Firm Price	
Milestone 1 (10%) : Deliverable 1 - Detailed Work Plan	[\$[Insert amount]]	A
Milestone 2 (15%) : Deliverable 2 - Draft Methodology Report	[\$[Insert amount]]	B
Milestone 3 (10%) : Deliverable 3 - Final Methodology Report	[\$[Insert amount]]	C
Milestone 4 (15%) : Deliverable 4 - Results Matrix Report	[\$[Insert amount]]	D
Milestone 5 (10%) : Deliverable 5 - Power Point Presentation	[\$[Insert amount]]	E
Milestone 6 (20%) : Deliverable 6 - Draft Evaluation Report	[\$[Insert amount]]	F
Milestone 7 (20%): Deliverable 7 and 8 - Final Evaluation Report and project files.	[\$[Insert amount]]	G
EVALUATED PRICE (the sum of prices for milestones1 to 7, excluding taxes)	[\$[Insert amount]]	A+B+C+D+ E+F+G

OPTION A : Bidder's place of business is located 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.justice.gc.ca/eng/acts/N-4/>

The price specified above, when quoted by the Bidder, includes 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/page-1.html#docCont>;
- (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.

OPTION B : Bidder's place of business is located outside 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.justice.gc.ca/eng/acts/N-4/>

If the Bidder's place of business is located outside of the NCR, authorized reasonable and proper travel and living expenses incurred in the performance of the work will be reimbursed as per Annex B - Basis of Payment.



PART 5 – CERTIFICATIONS

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

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

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

Code of Conduct and Certifications - Related documentation

By submitting a bid, the Bidder certifies that the Bidder and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Bid of [Standard Instructions](#) 2003. The related documentation therein required will assist Canada in confirming that the certifications are true.

5.1 Certifications Required with the Bid

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

5.1.1 Former Public Servant

The Bidder must submit a duly completed **Attachment 1 to Part 5 – Information on Former Canadian Public Servant**, as part of their bid.

5.1.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](#)" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from [Employment and Social Development Canada \(ESDC\) - Labour's](#) website.

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list at the time of contract award.

5.1.3 Additional Certifications

Bidders must submit **Attachment 2 to Part 5 – Additional Certifications** as part of their bid.



ATTACHMENT 1 TO PART 5 – INFORMATION ON FORMER CANADIAN PUBLIC SERVANT

Former Public Servant

The Bidder must submit a duly completed **Attachment 1 to Part 5 - Information on Former Canadian Public Servant**, as part of their bid.

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.

A. 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.

B. 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.

C. 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.



ATTACHMENT 2 TO PART 5 – ADDITIONAL CERTIFICATIONS

Additional Certifications

Bidders must submit **Attachment 3 to Part 5 - Additional Certifications** as part of their bid.

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

A. 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.

Signature: _____

Date: _____

B. 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.

Signature: _____

Date: _____



PART 6 - SECURITY REQUIREMENT

6.1 Security Requirement

- 6.1.1 At the date of bid closing, the following conditions must be met:
- (a) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
 - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 7 - Resulting Contract Clauses;
 - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
- 6.1.2 For additional information on security requirements, bidders should consult the "Security Requirements for PWGSC Bid Solicitations - Instructions for Bidders" (<http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31>) document on the Departmental Standard Procurement Documents website.



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 as described 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>) issued by Public Works and Government Services Canada.

2.1 General Conditions

The Department of Justice General Conditions 102 (2013-10-25)- Medium to High Complexity – Services apply to and form part of the Contract. The general conditions can be found at: <http://www.justice.gc.ca/eng/rp-pr/cp-pm/cont/index.html>

2.2 Supplemental General Conditions

4007 (2010-08-16) : Canada to Own Intellectual Property Rights in Foreground Information (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/4/4007/3>)

3. Security Requirement

3.1 The Contractor must, at all times during the performance of the Contract, hold a valid Facility Security Clearance at the level of SECRET, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).

3.2 The Contractor personnel requiring access to PROTECTED/CLASSIFIED information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of SECRET as required, granted or approved by CISD/PWGSC.

3.3 The Contractor MUST NOT remove any PROTECTED/CLASSIFIED information from the identified Government of Canada site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.

3.4 Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.

3.5 The Contractor must comply with the provisions of the:

- a) Security Requirements Check List and security guide (if applicable), attached at Annex C
- b) Industrial Security Manual (Latest Edition).

4. Term of Contract

4.1 Period of the Contract

The period of the Contract is from date of Contract award to July 27, 2015.

4.2 Termination on Thirty Days Notice

4.2.1 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.

4.2.2 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:

Sylvain Desbois

Contracts Management Officer

Department of Justice Canada

284 Wellington Street – EMB 1233, Ottawa ON, K1A 0H8

Telephone: 613-960-4881

E-mail address: Sylvain.Desbois@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 Technical Authority (to be identified at contract award)

The Technical Authority for the Contract is:

Name: _____
Title: _____
Organization: _____
Address: _____
Telephone: ____ - ____ - ____
E-mail: _____.

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

5.3 Contractor's Representative (to be identified at contract award)

Name: _____
Title: _____
Organization: _____
Address: _____
Telephone: ____ - ____ - ____
E-mail address: _____

6. Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

7. Payment

7.1 Basis of Payment

Firm Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm prices as specified in Annex B - Basis of Payment, for a cost of \$ _____ (*amount to be inserted at contract award*). Customs duties are included, and Applicable Taxes are extra.

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.

7.2 Travel and Living Expenses (*applicable if the Contractor's place of business is located outside 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.justice.gc.ca/eng/acts/N-4/>*)

The Contractor will be reimbursed for the authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for overhead or profit, in accordance with the meal, private vehicle and incidental expense allowances specified in Appendices B, C and D of the Treasury Board Travel Directive, and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

All travel must have the prior authorization of the Technical Authority.

All payments are subject to government audit.

Estimated Cost: \$8,000.00.



7.3 Taxes – Foreign-Based Contractor

Unless specified otherwise in the Contract, the price includes no amount for any federal excise tax, state or local sales or use tax, or any other tax of a similar nature, or any Canadian tax whatsoever. The price, however, includes all other taxes. If the Work is normally subject to federal excise tax, Canada will, upon request, provide the Contractor a certificate of exemption from such federal excise tax in the form prescribed by the federal regulations.

Canada will provide the Contractor evidence of export that may be requested by the tax authorities. If, as a result of Canada's failure to do so, the Contractor has to pay federal excise tax, Canada will reimburse the Contractor if the Contractor takes such steps as Canada may require to recover any payment made by the Contractor. The Contractor must refund to Canada any amount so recovered.

7.4 Tax Withholding of 15 Percent (Non-Resident Performing In Canada)

The Contractor agrees that, pursuant to the provisions of the Income Tax Act, Canada is empowered to withhold an amount of 15 percent of the price to be paid to the Contractor, if the Contractor is a non-resident contractor as defined in said Act. This amount will be held on account with respect to any liability for taxes which may be owed to Canada.

7.5 Method of Payment

7.5.1 Milestone Payments

For the work as described in Annex A – Statement of Work, Canada will make milestone payments in accordance with the Schedule of Milestones outlined in Annex B and the payment provisions of the Contract if:

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

7.5.2 Payment by Direct Deposit

Payments by direct deposit will be subject to Article 19 – Payment Period and Article 20 - Interest on Overdue Accounts, set out in [General Conditions 102 \(2013-10-15\) - Medium to High Complexity - Services](#) forming part of this Contract.

To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Recipient Electronic Payment Registration Request Form at Annex C. The form can also be obtained from the Department of Justice internet site at <http://www.justice.gc.ca/eng/contact/enrol-inscri.html>.

It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under Article 19– Payment Period and Article 20 - Interest on Overdue Accounts, set out in [General Conditions 102 \(2013-10-15\) - Medium to High Complexity - Services](#) forming part of this Contract will not apply, until the Contractor corrects the matter.

8 Invoicing Instructions

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

Each invoice must be supported by:

- a) a copy of the release document and any other documents as specified in the Contract;
- b) a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;

8.2 Invoices must be distributed as follows:

- a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.



9. Certifications

9.1 Compliance

Compliance with the certifications and related documentation provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification, provide the related documentation or if 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.

10. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____. (*to be inserted at contract award*)

11. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the Department of Justice General Conditions 102 (2013-10-15) Medium to High Complexity -Services
- (c) Annex A - Statement of Work;
- (d) Annex B - Basis of Payment;
- (e) Annex C - Security Requirements Check List;
- (f) the Contractor's bid dated _____.

12. Environmental Considerations

As of April 2006, the Government of Canada issued a policy directing federal departments and agencies to take the necessary steps to acquire products and services that have a lower impact on the environment than those traditionally acquired. The environmental impact assessment of a product and/or service considers the whole life cycle of the product and/or service. Therefore, the Department of Justice encourages product/service suppliers to improve their operations to reduce their negative impact on the environment.

12.1 Environmental Properties Behaviour Recommended

12.1.1 Paper consumption:

- Provide and transmit draft reports and final reports in electronic format. Should printed material be required, double sided printing in black and white format is the default unless otherwise specified by the Project Authority.
- Printed material is requested on minimum recycled content of 30% and/or certified as originating from a sustainable managed forest.
- Recycle unneeded printed documents (in accordance with Security Requirements).

12.1.2 Travel requirements:

- Project Authority is encouraged to use video and/or teleconferencing where possible to cut down unnecessary travel.
- Use of Properties with Environmental Ratings: Contractors to the Government of Canada may access the PWGSC Accommodation directory, which includes Eco-Rated properties. When searching for accommodation, contractors can go to the following link and search for properties with Environmental Ratings, identified by Green Keys or Green Leafs that will honour the pricing for contractors: [2012 Accommodations Search \(http://rehelv-acrd.tpsgc-pwgsc.gc.ca/rechercher-search-eng.aspx\)](http://rehelv-acrd.tpsgc-pwgsc.gc.ca/rechercher-search-eng.aspx).
- Use of public/green transit where feasible.



ANNEX A STATEMENT OF WORK

1. TITLE

Evaluation of the Crimes Against Humanity and War Crimes Program

2. OBJECTIVE

The Department of Justice Canada (Justice) requires the services of a contractor to conduct an evaluation of the Crimes Against Humanity and War Crimes Program (Program) in accordance with the 2009 Treasury Board of Canada Secretariat *Policy on Evaluation*, as outlined in the attached document entitled Performance Measurement Strategy Crimes Against Humanity and War Crimes Program.

3. BACKGROUND STATEMENT

In March 1987, the federal government responded to the Report of the Commission of Inquiry on War Criminals (1985) (Deschênes Commission) by announcing that persons alleged to have been involved in the commission of crimes against humanity, war crimes or genocide (CAHWC) would be subject to criminal prosecution or revocation of citizenship and deportation. Subsequently, Justice and the Royal Canadian Mounted Police (RCMP) set up war crimes units for the investigation of alleged war criminals. In 1998, the federal government established the coordinated Program involving Justice and the RCMP, as well as Citizenship and Immigration Canada (CIC). On December 12, 2003, the modern war crimes resources of CIC were transferred to Canada Border Services Agency (CBSA). CIC maintains responsibility for citizenship revocation and for the issuance or refusals of visas overseas. CIC officers draw upon the assistance of the CBSA War Crimes Section where required.

Since 1998, international and domestic pressures on the Program increased substantially. There is an increased awareness that taking action against war criminals requires a great deal of international effort and cooperation. In recent years, Canada has shown leadership in supporting the work of international criminal tribunals and courts. It was one of the first countries to incorporate the provisions of the Rome Statute of the International Criminal Court into domestic law with the proclamation of the Crimes Against Humanity and War Crimes Act in October 2000.

The purpose of the Program is to support Canada's policy to deny safe haven to persons believed to have committed or been complicit in CAHWC, and to contribute to the domestic and international fight against impunity. The Program also aims to reflect the federal government's commitment to international justice, respect for human rights, and strengthened border security. The operational and coordination objectives of the Program are as follows:

Operational Objectives:

- To prevent the admission to Canada of people believed to have committed or been complicit in war crimes, crimes against humanity or genocide;
- To detect, at the earliest possible opportunity, persons who are believed to have committed or been complicit in war crimes, crimes against humanity or genocide who are in Canada, and to take steps to prevent them from obtaining immigration status or citizenship;
- To examine all claims that persons suspected of having committed war crimes and crimes against humanity are living in Canada and, where appropriate, to investigate and prosecute these individuals; and
- To revoke the immigration status or citizenship of individuals believed to have committed or been complicit in war crimes, crimes against humanity or genocide who are in Canada, and to remove them from Canada.

Coordination Objectives:

- To ensure that all allegations are addressed, and the appropriate remedy is applied in each case; and
- To increase information sharing between the four Program partners.

By meeting these objectives, Canada will demonstrate its leadership in CAHWC issues, deter war criminals from coming to Canada, and ensure its compliance with its international obligations.



4. REFERENCE DOCUMENTS

- 1) Appendix 1 to Annex A: *Performance Measurement Strategy Crimes Against Humanity and War Crimes Program*
- 2) The most recent evaluation of the Program can be found at <http://www.justice.gc.ca/eng/rp-pr/cp-pm/eval/rep-rap/08/war-guerre/index.html>.

5. REQUIREMENT DESCRIPTION

5.1 Scope

The Contractor will be expected to implement the Program evaluation plan (appended to this RFP as Appendix 1 to Annex A - *Performance Measurement Strategy Crimes Against Humanity and War Crimes Program*) that identifies appropriate methodologies and approaches that will support the assessment of the core evaluation issues - relevance and performance of the Program - as outlined in the 2009 Treasury Board Secretariat *Directive on the Evaluation Function*. (See for example: <http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=15681>). The Evaluation will cover fiscal years 2009-10 to 2013-14.

Table 1: Core Evaluation Issues	
Relevance	
1: Continued Need for service	<i>Assessment of the extent to which the Program continues to address a demonstrable need and is responsive to the needs of Canadians</i>
2: Alignment with Government Priorities	<i>Assessment of the linkages between Program objectives and (i) federal government priorities and (ii) departmental strategic outcomes</i>
3: Alignment with Federal Roles and Responsibilities	<i>Assessment of the role and responsibilities for the federal government in delivering the Program</i>
Performance (effectiveness, efficiency and economy)	
4: Achievement of Expected Outcomes	<i>Assessment of progress toward expected outcomes (including immediate, intermediate and ultimate outcomes) with reference to performance targets and Program reach, Program design, including the linkage and contribution of outputs to outcomes</i>
5: Demonstration of Efficiency and Economy	<i>Assessment of resource utilization in relation to the production of outputs and progress toward expected outcomes</i>

5.2 Tasks / Detailed Services

This project will be managed by the Justice Evaluation Division, in collaboration with a small working group, the Evaluation Working Group, consisting of representatives of the program/policy and evaluation areas of the partner departments/agencies.

The Contractor will undertake the following tasks/activities:

- a) Initial Meeting

Within one week of the contract award, the Contractor will meet with the Technical Authority and members of the Evaluation Working Group to discuss the project requirements and expectations, refine timelines (if required), confirm roles and responsibilities, and any changes required to the Initial Work Plan submitted with the Contractor's proposal. The meeting will take place in Ottawa or by conference call.



b) Preliminary Document and File Review

The Contractor will review selected key background documents and files to become familiar with the work of the Program and the potential sources of information available to support the evaluation. The Technical Authority, with the support of the Evaluation Working Group, will identify and provide the required documents to the Contractor.

c) Detailed Work Plan

Based on feedback provided by the Technical Authority, the Contractor will revise the Initial Work Plan included in the proposal. The Work Plan will include roles, time and cost breakdowns for each member of the project team, project timelines and dates to provide the project deliverables, and an outline of specific tasks required to successfully complete the project. The Work Plan should include the approach to project management, client liaison and quality control.

d) Draft Evaluation Methodology Report

The Contractor will prepare and submit a draft methodology report that encompasses the matrix of evaluation questions, indicators, data sources and methods identified in the Evaluation Plan, within the Performance Measurement Strategy (Attachment 1). In consultation with the Technical Authority and the Evaluation Working Group, the Contractor will also prepare data collection and analysis instruments, a list of documents and files to be reviewed, list of survey and interview respondents; list of cases; and a list of countries. This report will be reviewed by the Technical Authority and the Evaluation Working Group.

e) Final Evaluation Methodology Report

The Technical Authority will summarize and synthesize the changes required to the draft evaluation methodology report and provide this input to the Contractor. The Contractor will revise the methodology report based on this information and submit the final methodology report.

f) Implement the Data Collection Phase

The Contractor will test and revise, where necessary, the data collection instruments. The Contractor will subsequently conduct the data collection as outlined in the approved and accepted Detailed Work Plan and Final Evaluation Methodology Report. It is expected that the Contractor will regularly communicate with the Technical Authority during the data collection phase regarding the status of data collection and any challenges experienced by the Contractor.

g) Develop Results Matrix Report

The Contractor will develop a Results Matrix Report that clearly demonstrates the linkages between the indicators, methods, data source and the corresponding results and conclusions for each evaluation question.

h) Present Preliminary Results

The Contractor will prepare a PowerPoint presentation that synthesizes collected evidence into preliminary results and conclusions based on the Results Matrix Report and identify, if necessary, remaining information gaps and possible remedies. The presentation will be made to the Technical Authority and Evaluation Working Group.

i) Prepare Draft Evaluation Report

The Contractor will prepare the draft report that synthesizes the results and clearly demonstrates the relationship between the conclusions and the various lines of evidence. This report should not exceed 50 pages in length and must meet the requirements set out in the Treasury Board of Canada Secretariat *Policy on Evaluation* (see for example <http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=15024>) and related instruments (*Directive on the Evaluation Function* and *Standard on Evaluation* for the Government of Canada). The report will be reviewed by the Technical Authority and Evaluation Working Group.

j) Prepare Final Evaluation Report

The Contractor will prepare the final draft of the report and incorporate, to the extent possible, the comments from all reviewers as collated and synthesized by the Technical Authority.



k) Submit all data and working papers that are related to this RFP to the Department of Justice.

The Contractor will provide electronic and hard copies of all project files and notes to the Technical Authority, including interview and case study notes.

5.3 Methodological Approach

This study will require the triangulation of multiple lines of evidence. It is anticipated that the Contractor will use the methods outlined in the Evaluation Plan within the Performance Measurement Strategy, which include the following:

a) Review of Performance Information, Files and Databases:

The Contractor will examine performance information, files and documents related to the Program. Each partner department keeps documents and maintains a database of statistics and other data relevant to its implementation of the Program. The evaluation will include a review of the performance information as outlined in the Performance Measurement Strategy Framework, the annual reports and integrated program operational plan. In addition, the evaluation will include a review of Program documents including, but not limited to meeting minutes and records of decisions; program files including working papers, field guides and manuals; Departmental Performance Reports, Reports on Plans and Priorities, Throne Speeches, press releases; external commentaries; financial, operational and evaluation reports; documents that would facilitate international comparisons; and other documents identified by the Evaluation Working Group. Some documents will need to be reviewed on departmental premises.

b) Trends Analysis

The trend analysis, originally intended as part of the Performance Measurement Strategy, is now to be conducted as part of the evaluation. It will examine the trends in the allegation management process over a ten-year period (2003-04 to 2013-14).

c) Interviews with Key Stakeholders

It is anticipated that the Contractor will interview approximately 60 key stakeholders. The Evaluation Working Group will advise on who should be invited to participate. Respondents are expected to include program staff, staff of cooperating departments of the Government of Canada; members of the international peer community; representatives of Canadian and international human rights agencies and/or academics working in Canada and abroad on international human rights issues; and, representatives of non-governmental organizations that represent or serve communities which include victims and persons believed to have committed or been complicit in war crimes, crimes against humanity or genocide. It is anticipated that the interviews will be approximately one hour in length and will be conducted by telephone. Note that in some cases, evaluation representatives from partner departments will be present for interviews of their departmental representatives.

d) Survey of Departmental Staff

The Contractor will survey a broad range of departmental staff (approximately 100) to gather information regarding a number of program activities and outcomes, including, but not limited to, the training and tools, knowledge of the program, partnerships, allegation management processes.

e) Case Studies

The Contractor will conduct case studies representing five of the remedies available. The cases will be selected in consultation with the Evaluation Working Group based on their ability to illustrate cross-departmental coordination and information-sharing mechanisms. As they will be selected to provide a variety of remedies, different types of CAHWC, a range of complexity and partner involvement, the actual case outcomes will not be a determining factor. The Contractor will: examine roles, communication and resources; assess the structures / tools / training / processes in place to meet the broad needs of the program partners; examine the challenges and how they are addressed; and, identify best practices. Each case analysis will include a review of relevant documents and 3-5 interviews (note that interviews may be conducted with individuals or groups).

f) Country Studies

The Contractor will conduct a comparison of approaches used by three countries with active programs for apprehending and deterring those involved with CAHWC. The countries will be selected in consultation with the Evaluation Working Group. The studies will compare program structures, human resources, legislative basis and, where possible, outcomes. It is anticipated that each case study will include a review of relevant documents and 3-5 interviews.



g) Cost Comparisons

The Contractor will establish average costs for the different remedies available in the allegation management process. It will be necessary to determine the total cost of program delivery for all partner departments. Total cost includes: direct expenditures (travel, meetings and related expenses; salary expenditures [FTEs]); and indirect expenditures (administrative overhead as proportion devoted to the Program). To the extent possible, the Contractor will also compare the average costs for the different remedies for this evaluation period (2009-10 – 2013-14) to those reported in the previous evaluation.

h) Efficiency and Economy

The Contractor will assess the efficiency and economy of the Program by determining whether the resources allocated to the Program were used for the purposes intended; the extent to which each Program partner could have increased outputs with the same level of inputs, or whether the same level of outputs could have been achieved with a lower level of inputs; and, the extent to which the horizontal approach contributed to the efficiency and economy of the Program.

The Contractor will also assess whether there are alternative ways of achieving Program objectives that might be less costly than the current approach.

5.4. Deliverables, timelines and acceptance criteria

The Contractor shall provide the following deliverables to the Technical Authority in English. The Technical Authority will review each deliverable and indicate, via email, either approval and acceptance of the deliverable or the need for Contractor revisions to the deliverable. Only once Technical Authority approval and acceptance is received can the Contractor proceed with subsequent work.

Deliverable 1: Detailed Work Plan

A detailed work plan that includes the role, time and cost breakdown for each member of the project team, project timelines and milestones dates to provide the project deliverables, the approach to project management, client liaison and quality control.

The detailed work plan is to be submitted 2 weeks after contract award.

Deliverable 2: Draft Methodology Report

A draft Methodology Report that provides the following:

- I. The matrix of questions, indicators, data sources and data collection methods that will serve as the basis for subsequent data collection and reporting;
- II. Identification of any data collection constraints and a discussion of mitigation strategies;
- III. The data collection and analysis tools to be used during the course of the evaluation;
- IV. The complete list of all potential interviewees and survey respondents;
- V. The list of documents and files that will be included in the document review;
- VI. The list of the cases to include in the case studies and the rationale for the selection of each case;
- VII. The list of countries and the rationale for their selection as part of the Country studies.

Due date: Within 4 weeks after contract award.

Deliverable 3: Final Methodology Report

A final Methodology Report revised in accordance with the Evaluation Working Group's comments and deemed acceptable by the Technical Authority.

Due date: Within one (1) month of Deliverable 2.

Deliverable 4: Results Matrix Report

A Results Matrix Report that summarizes the results and conclusions for each evaluation question by indicator, method and data source.

Due date: No later than March 30, 2015.

Deliverable 5: PowerPoint Presentation

A Power Point Presentation that provides a synthesis of the findings of the evaluation to the Evaluation Working Group.

Due date: No later than April 10, 2015.



Deliverable 6: A draft Evaluation Report

A draft evaluation report that synthesizes the results of the various lines of evidence. This report should not exceed 50 pages in length and must meet Treasury Board Evaluation Policy standards (<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=15688§ion=text>).

Due date: The draft Evaluation Report is to be submitted no later than May 11, 2015.

Deliverable 7: Final Evaluation Report

The Final Evaluation Report revised in accordance with the Evaluation Working Group's comments and deemed acceptable by the Technical Authority.

Due date: No later than June 26, 2015.

Deliverable 8: Electronic and hard copies of all project files and notes, including interview notes and survey data.

Due date: No later than July 27, 2015.

6. OTHER INCLUSIONS

6.1 Support Provided by Government of Canada

The following support will be provided to the Contractor:

The Justice Evaluation Division will provide overall project management as the Technical Authority. The Technical Authority will work closely with the Contractor throughout the evaluation;

The Technical Authority has established an Evaluation Working Group, consisting of representatives from Canada Border Services Agency, Royal Canadian Mounted Police, Citizenship and Immigration Canada and Justice. The Evaluation Working Group will support the Contractor by providing: lists of potential interviewees and survey respondents; documents and program files for review; suggestions for case studies and country comparisons; and comments on deliverables;

The members of the Evaluation Working Group will make themselves available to answer questions, facilitate access to files and information and otherwise support the conduct of the evaluation;

Evaluation representatives on the Evaluation Working Group may wish to participate in select data collection activities (e.g. interviews conducted in their respective departments). The Contractor will be expected to accommodate such requests as long as the Evaluation Working Group member's participation is agreeable to the interviewee and does not slow the progress of the evaluation.

Justice will be responsible for translating project documents, including the interview guides, survey questionnaires, written correspondence to study participants and the final report.

6.2 Travel

The Contractor will be required to review some documents and files on Government of Canada sites located in the National Capital Region. All other data collection activities, meetings and presentations will be conducted by conference call.

If the contractor's place of business is located outside of the NCR, authorized and reasonable and proper travel and living expenses incurred in the performance of the work will be reimbursed as per Annex B – Basis of Payment.

6.3 Language Requirements

The Department has an obligation to respect the spirit and the letter of the Official Languages Act. It is therefore imperative that the Contractor ensures that all verbal and written communications are provided in the preferred official language of all participants in the evaluation.

At least one senior individual (*) must be fluently bilingual (English and French), that is, being able to read and communicate verbally and in writing in both official languages as defined in level 4, Advanced Professional Proficiency, or higher. This is essential to ensure that it is possible to review all documents and to communicate verbally and in writing in the preferred official language of the study participants.

(*) senior individual is defined as having at least 10 years experience conducting evaluations.



Oral Proficiency:

Level	Proficiency	Definition
5	Educated Native Proficiency	Functionally equivalent to that of a highly articulate and well-educated native speaker. Reflects the cultural standards of the country where the language is spoken. Language usage and ability to function are superior throughout.
4+	Advanced Professional Proficiency, Plus	Speaking proficiency is regularly superior in all respects and is usually equivalent to that of a well-educated, highly articulate native speaker. Speaks effortlessly and smoothly on all topics. Understands all forms and styles of speech and shows strong sensitivity to social and cultural references. Language usage and ability to function are fully successful. There may be an occasional non-native slip.
4	Advanced Professional Proficiency	Able to use the language fluently and accurately on all levels normally pertinent to professional needs. Language usage and ability to function are fully successful. Can tailor language to audience and discuss in depth highly abstract or unfamiliar topics. Able to speak with a great deal of fluency, grammatical accuracy, complex vocabulary and in an idiomatic fashion. Understands all forms and styles of speech and shows strong sensitivity to social and cultural references. May have some difficulty with some dialects and slang.

Reading Proficiency:

Level	Proficiency	Definition
5	Educated Native Proficiency	Reading ability is functionally equivalent to that of the well-educated native reader.
4+	Advanced Professional Proficiency, Plus	Near native ability to read and understand extremely difficult or abstract prose, a wide variety of vocabulary, idioms, colloquialisms, and slang. Strong sensitivity to and understanding of sociolinguistic and cultural references.
4	Advanced Professional Proficiency	Able to read fluently and accurately all styles and forms of the language in any subject as well as those pertinent to professional needs. Understands all sociolinguistic and cultural references. Can follow unpredictable turns of thought readily in editorial, conjectural, and literary texts, as well as in materials in own special field, including official documents and correspondence. Recognizes all professionally relevant vocabulary known to the educated non-professional native reader. Speed and accuracy is often nearly that of a well-educated native reader.

Written Proficiency:

Level	Proficiency	Definition
5	Educated Native Proficiency	Writing proficiency is functionally equivalent to that of a highly articulate educated native. There are no non-native errors of structure, spelling, syntax or vocabulary. Writing is both clear, explicit, informative, and imaginative.
4+	Advanced Professional Proficiency, Plus	Able to write the language precisely and accurately in a wide variety of prose styles pertinent to a variety of audiences and professional needs. Varied use of stylistic devices and flexibility within a style. Can both write and edit formal and informal correspondence, official reports and documents, and professional articles, including writing for special purposes which might include legal, technical, educational, literary and colloquial writing. The writer employs a very wide range of stylistic devices.
4	Advanced Professional Proficiency	Able to write the language precisely and accurately in a variety of prose pertinent to social issues and professional needs. Errors of grammar, syntax, punctuation and vocabulary are rare. Writing is consistently and explicitly organized with appropriate connectors and discourse devices (ellipsis, parallelisms, subordinates).

The full text of Language Testing – Scales/Levels reference document can be found at: http://www.international.gc.ca/ifait-iaeci/test_levels-niveaux.aspx?lang=eng.



**ANNEX B
BASIS OF PAYMENT**

OPTION A : Contractor's place of business is located 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.justice.gc.ca/eng/acts/N-4/>

1. FIRM PRICE

The Contractor will be paid in accordance with the Schedule of Milestones table below.

Schedule of Milestones	Firm Price
Milestone 1 (10%): Deliverable 1 - Detailed Work Plan	\$
Milestone 2 (15%): Deliverable 2 - Draft Methodology Report	\$
Milestone 3 (10%): Deliverable 3 - Final Methodology Report	\$
Milestone 4 (15%): Deliverable 4 Results Matrix Report	\$
Milestone 5 (10%): Deliverable 5 - Power Point Presentation	\$
Milestone 6 (20%): Deliverable 6 - Draft Evaluation Report	\$
Milestone 7 (20%): Deliverable 7 and 8 - Final Evaluation Report & Project files	\$
SUB-TOTAL FIRM PRICE (excluding taxes)	\$
TAXES	\$
TOTAL FIRM PRICE	\$

Canada will not accept any travel and living expenses for:

- (a) 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.justice.gc.ca/eng/acts/N-4/> ;
- (b) Any travel between the Contractor's place of business and the NCR; and
- (c) Any relocation of resources required to satisfy the terms of the Contract.

These expenses are included in the firm price specified in the Schedule of Milestones above.



OPTION B : Contractor's place of business is located outside 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.justice.gc.ca/eng/acts/N-4/>

1. FIRM PRICE

The contractor will be paid in accordance with the Schedule of Milestones table below.

Schedule of Milestones	Firm Price
Milestone 1 (10%): Deliverable 1 - Detailed Work Plan	\$
Milestone 2 (15%): Deliverable 2 - Draft Methodology Report	\$
Milestone 3 (10%): Deliverable 3 - Final Methodology Report	\$
Milestone 4: (15%): Deliverable 4 Results Matrix Report	\$
Milestone 5:(10%): Deliverable 5 - Power Point Presentation	\$
Milestone 6 :(20%): Deliverable 6 - Draft Evaluation Report	\$
Milestone 7(20%): Deliverable 7 and 8 - Final Evaluation Report & Project files	\$
SUB-TOTAL FIRM PRICE (excluding taxes)	\$
TAXES	\$
TOTAL FIRM PRICE	\$

2. COST REIMBURSABLE EXPENSES

2.1 Authorized Travel and Living Expenses

The Contractor will be reimbursed for the authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for overhead or profit, in accordance with the meal, private vehicle and incidental expense allowances specified in Appendices B, C and D of the [Treasury Board Travel Directive](#), and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

All travel must have the prior authorization of the Technical Authority.

All payments are subject to government audit.

Estimated Cost: \$8,000.00 (taxes included)

3. TOTAL ESTIMATED COST (1 + 2)

\$ _____ (insert amount at contract award)



ANNEX C SECURITY REQUIREMENTS CHECK LIST



Contract Number / Numéro du contrat 1000016267
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 Justice	2. Branch or Directorate / Direction générale ou Direction Evaluation Division / Corporate Services Branch	
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 To conduct an evaluation of the Crimes Against Humanity and War Crimes Program.		
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 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"/>	
Not releasable / 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:	
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"/>

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité





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Gouvernement du Canada

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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? If Yes, indicate the level of sensitivity: Dans l'affirmative, indiquer le niveau de sensibilité :	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
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? Short Title(s) of material / Titre(s) abrégé(s) du matériel : Document Number / Numéro du document :	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
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 FIABILITE <input type="checkbox"/> TOP SECRET - SIGINT TRÈS SECRET - SIGINT <input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS <input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL <input checked="" type="checkbox"/> SECRET SECRET <input type="checkbox"/> NATO SECRET NATO SECRET <input type="checkbox"/> TOP SECRET TRÈS SECRET <input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET	
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? If Yes, will unscreened personnel be escorted? Dans l'affirmative, le personnel en question sera-t-il escorté?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui <input type="checkbox"/> No / Non <input type="checkbox"/> 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?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> 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?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> 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?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> 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?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> 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?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité





Government of Canada
Gouvernement du Canada

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Security Classification / Classification de sécurité

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

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

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

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category / Catégorie	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET	NATO RESTRICTED / NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL / NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET / COSMIC TRÈS SECRET	PROTECTED / PROTÉGÉ			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 indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



ANNEX D RECIPIENT ELECTRONIC PAYMENT REGISTRATION REQUEST FORM



Department of Justice
Canada

Ministère de la Justice
Canada

RECIPIENT ELECTRONIC
PAYMENT REGISTRATION
REQUEST

DEMANDE D'ADHÉSION DU
BÉNÉFICIAIRE AU PAIEMENT
ÉLECTRONIQUE

Protégé B

Protected B

Guideline on Completing the Recipient Electronic Payment Registration Request Form

INTRODUCTION

Recipients now have the option to receive payments from the Department of Justice Canada (DOJ) by cheque or by electronic payment. If you choose to sign up for electronic payments please print and complete the Recipient Electronic Payment Registration Request form. Please note, electronic payments will be made in Canadian dollars and can only be deposited into Canadian bank accounts.

There are two electronic payment modes available:

1. Direct Deposit (DD) - Once payments are deposited, DOJ will send the following information by e-mail: amount of payment, date of payment, invoice number, DOJ reference number, and brief description of the payment. This e-mail notification will act in lieu of a cheque stub.
2. Electronic Data Interchange (EDI) - To enrol in EDI you must contact your financial institution to ensure that the account is EDI-capable. There may be a fee for this service, as the financial institution notifies its clients according to its own criteria.

Changes to bank account used

If you wish to make any changes to the bank account used for payments (change of address, financial institution, branch, account number, etc.) you must complete a new Recipient Electronic Payment Registration Request form. When you request one of these changes, DO NOT CLOSE the present account until you receive your payment in accordance with that change.

COMPLETING OF FORM

There are three sections of the Recipient Electronic Payment Registration Request form that must be completed by the recipient.

1 - TYPE OF REQUEST

Please complete this section by filling out one of the three request types described below.

New request

If you choose to sign up for electronic payments with DOJ, please check the "New request" box and indicate which mode of payment you wish to use: DD or EDI.

Change

If you are already registered for electronic payments with DOJ, however, wish to modify your banking information or mode of electronic payment, please select the "Change" box and mark all other boxes that apply to your change request.

Cancellation

If you wish to opt out of the DOJ's electronic payments and return to receiving payments by cheque, you must select the "Cancel" box and complete only the second section of the form.

2 - RECIPIENT INFORMATION AND AUTHORIZATION

This section must be completed, signed and dated by the appropriate person (or persons) in order to authorize the electronic payment enrolment request, or to modify or cancel electronic payments.

If the recipient is an individual

Please enter your name, address and telephone number AS WELL AS AN E-MAIL ADDRESS so that DOJ can send e-mail notices and confirm receipt of payment. Also, you must sign the form in this section in order to authorize your request.

If the recipient is an organization

Please enter the name and address of your organization and make sure to complete the "Name of payment contact" field with the name of the contact person from your organization. Please also include the contact person's telephone number AND E-MAIL ADDRESS so that DOJ can send e-mail notices and confirm receipt of payment.



Department of Justice
Canada

Ministère de la Justice
Canada

**RECIPIENT ELECTRONIC
PAYMENT REGISTRATION
REQUEST**

**DEMANDE D'ADHÉSION DU
BÉNÉFICIAIRE AU PAIEMENT
ÉLECTRONIQUE**

Protégé B
Protected B

Also, authorized representative(s) must include their name, position, telephone number and signature, in order to authorize the request.

This section allows for up to two people to sign the form, in cases where the recipient requires two signatures for authorization, to receive, modify or cancel electronic payments.

3 - BANKING INFORMATION

If you attach a void cheque

Please attach a void cheque and complete fields 1, 2, 3 and 4 of this section. The void cheque must be from the account you wish to use for electronic payments. A sample of a void cheque is provided below identifying where the transit, bank and account numbers are located.

Name / Nom P.O. Box / C.P. 000 City / Ville, Canada H0H 0H0		Cheque No. N° de chèque	0000000
Pay to the order of Payez à l'ordre de		\$	
"Void" «Nul»		Dollars	
		Signature	
"000"	"00000"000	000000"0	
Transit No. N° de la succursale	Bank No. N° de l'institution financière	Account No. N° du compte	

If you do not attach a void cheque

If you do not provide a void cheque, the financial institution must validate the banking information by completing fields 5, 6 and 7 of the form. The financial institution must provide the name, address and telephone number of the financial institution, bank stamp and sign the form.

4 - FOR DEPARTMENT OF JUSTICE CANADA ONLY

This section is strictly reserved for DOJ's use only.

SENDING YOUR REQUEST TO THE DEPARTMENT OF JUSTICE CANADA

Please send the duly completed form with **original signature(s)** to the following address:

Chief, Accounting Services
Room 1263, East Memorial Building
Department of Justice Canada
284 Wellington Street
Ottawa, Ontario
K1A 0H8

Please write the following on the envelope: **"To be opened by addressee only".**





Your personal information are requested and compiled by the Department of Justice Canada for the purpose of administering the electronic payment program. The information is mandatory in the case where a Recipient decides to participate in the program. This information will be protected and used in conformity with the *Privacy Act*. Under the *Privacy Act*, each Recipient has access to their personal information and has the right to demand any modification. These information will be maintained by the Department of Justice.

IMPORTANT

- ➔ Must be a Canadian recipient holding a bank account in Canadian \$.
- ➔ For Electronic Data Interchange (EDI), compliancy must be confirmed by your financial institution and you may be charged EDI service fees.
- ➔ Note that Direct Deposit payments carry no stub information.

1 - TYPE OF REQUEST

- New request ➔ Direct Deposit (DD) Electronic Data Interchange (EDI)
- Change ➔ to banking information (provide a new blank cheque)
➔ from Direct Deposit (DD) to **Electronic Data Interchange (EDI)** from Electronic Data Interchange (EDI) to **Direct Deposit (DD)**
- Cancel electronic payment and revert to cheques

2 - RECIPIENT INFORMATION AND AUTHORIZATION

Name of Organization or Name of Individual (recipient)

Address		Name of Payment Contact (please print)	
City		Telephone	Fax
Province	Postal Code	E-mail for Payment Notifications (please print)	
Name(s) and Title(s) of Authorized Representative(s) and Signatory(ies), for organizations only (please print)			Telephone

I, as an authorized representative of the above mentioned organization or as an individual entitled to receive payment from the Government of Canada, authorize the Receiver General for Canada to deposit the payment directly into the account below and to receive payment advices electronically until further notice.

Signature Date Signature

3 - BANKING INFORMATION

Please attach a blank cheque from your bank account with "Void" written on it and complete fields 1, 2, 3 and 4 below with your banking information.

1 Branch Number (transit)	2 Financial Institution Number	4 Name(s) of Account Holder(s)
3 Account Number		
If you do not attach a void cheque, your financial institution must confirm your banking information by completing fields 5, 6 and 7 below.		
5 Financial Institution Name, Address and Telephone Number		7 Financial Institution Stamp
6 Signature of Financial Institution Representative		

4 - FOR DEPARTMENT OF JUSTICE CANADA ONLY

PROCESSED BY	➔ Name (please print)	Vendor Code
Signature		Date
VERIFIED BY	➔ Name (please print)	Signature
<input type="checkbox"/> Payment Method Changed		

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Date

