



**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À :**

Department of Justice
Finance and Procurement Branch
Attention: Sylvain Desbois
275 Sparks Street - EMB1233
Ottawa, Ontario K1A 0H8
Bids Receiving Unit: 613-724-1521

Ministère de la Justice
Direction générale des finances et approvisionnement
Attention: Sylvain Desbois
275 rue Sparks - ECE1233
Ottawa, Ontario K1A 0H8
service de réception des soumissions : 613-724-1521

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

Comments – Commentaires : THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT / DOCUMENT CONTIENT DES EXIGENCES RELATIVES À LA SÉCURITÉ

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	
Senior Access to Information and Privacy (ATIP) consultants	
Solicitation No. – N° de l'invitation	Date
1000017645	August 7, 2015
Client Reference No. – N° référence du client	
1000017645	
GETS Reference No. – N° de référence de SEAG	
Solicitation Closes L'invitation prend fin	Time Zone Fuseau horaire
at – à	02 :00 PM – 14h00
on – le	September 16, 2015
Eastern Daylight Time (EDT) Heure Avancée de l'Est (HAE)	
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 :	
Sylvain Desbois	
Area code and Telephone No. Code regional et N° de téléphone	Facsimile No. / e-mail N° de télécopieur / courriel
	sylvain.desbois@justice.gc.ca
Destination – of Goods, Services, and Construction: Destination – des biens, services et construction	
National Capital Region	

Instructions: See Herein / Voir aux présentes

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 Summary of Requirement

This bid solicitation is being issued to satisfy the requirement of Department of Justice for two (2) bilingual senior ATIP consultants. It is intended to result in the award of one (1) contract with one (1) firm for an initial period of 12 months (1 year), plus three (3) one-year irrevocable options allowing Canada to extend the term of the contract until September 2019. The resource(s) will be requested on an as and when required basis either simultaneously or alternatively using Task Authorization's. The Task Authorization will define the resource(s) requirement period and the estimated level of effort. There are two (2) incumbents performing similar duties as in this Statement of work.

This requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-Chile Free Trade Agreement (CCFTA), the Agreement on Internal Trade (AIT), the Canada-Peru Free Trade Agreement (CPFTA), the Canada-Columbia Free Trade Agreement (CCoIFTA), and the Canada-Panama Free Trade Agreement (CPanFTA) if it is in force

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 (2014-09-25) [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 will not be accepted.

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) 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.



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

SECTION	MASTER (hard copy)	Number of printed copies	Number of soft copies: CDROM, DVD or USB Stick
Section1 :Technical Proposal	1	3	1
Section 2: Financial Proposal	1	3	1
Section3 : Certifications	1	3	1

The soft copies must be provided in a format that is compatible with :

- Microsoft 2010
- Certifications can be provided in Adobe PDF format.

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:

- use 8.5 x 11 inch (216 mm x 279 mm) paper;
- 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:

- 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
- 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 Evaluation Criteria, contains additional instructions that bidders should consider when preparing their technical bid.

Section II: Financial Bid

- II1 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.
- II2 Bidders must submit their rates, FOB destination, as applicable, Canadian customs duties and excise taxes included, as applicable, and GST or HST excluded.
- II3 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”.
- II4 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 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 (Step 3)

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

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 The volumetric data included in the pricing schedule detailed in Attachment 2 to Part 4 : Financial Evaluation - Pricing Schedule are provided for bid evaluated price determination purposes only. They are not to be considered as a contract guarantee.
- 4.1.2.3 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 Highest Combined Rating of Technical Merit (70%) and Price (30%)

4.2.1.1 To be declared responsive, a bid must:

- a) comply with all the requirements of the bid solicitation; and
- b) meet all mandatory criteria for each proposed resource ; and
- c) obtain the required minimum points specified for each rated criteria for the technical evaluation for each proposed resource.

4.2.1.2 Bids not meeting "(a) or (b) or (c)" 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 70% for the technical merit and 30% 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 70%.



- 4.2.1.5 To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.
- 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 all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

BASIS OF SELECTION – HIGHEST COMBINED RATING TECHNICAL MERIT (70%) AND PRICE (30%)

		Bidder 1	Bidder 2	Bidder 3
Overall technical score		115/135	89/135	92/135
Bid evaluated price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical merit Score	115/135 x 70 = 59.63	89/135 x 70 = 46.14	92/135 x 70 = 47.70
	Pricing Score	45/55 x 30 = 24.55	45/50 x 30 = 27	45/45 x 30 = 30
Combined rating		84.18	73.14	77.70
Overall rating		1 st .	3 rd .	2 nd .

- 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 EVALUATION CRITERIA

1. Mandatory Technical Criteria

- The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.
- Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately

Criteria	Mandatory Evaluation Criteria	Cross Reference to Proposal	Compliant YES / NO
M1	<p>The Bidder must submit within their proposal, a detailed curriculum vitae (CV) for 2 resources. Each proposed resource's CV must be of no more than 20 pages all inclusive and include the academic qualifications, work experience, security level and language proficiency.</p> <p>Proposed Resource 1: _____ Proposed Resource 2: _____</p>		
M2	<p>Each of the Bidder's proposed resources must have at least one of the following:</p> <ul style="list-style-type: none"> • a university degree (*) or • a certificate in Law (*) or • a certificate in ATIP from the University of Alberta <p>(*) Refer to education in Part 3, Section 1 of the RFP.</p>		
M3	<p>The Bidder must demonstrate, using the project description format provided in Appendix 1 to Part 4, that each proposed resource has a minimum of eight (8) years of experience within the last ten (10) years up to the RFP closing date, working in an ATIP office in the federal government processing ATIP requests under the <i>Access to Information Act</i> (ATIA) and the <i>Privacy Act</i> (PA).</p> <p>REFER TO APPENDIX 1 TO PART 4</p>		
M4	<p>The Bidder must demonstrate, using the project description format provided in Appendix 1 to Part 4, that each proposed resource has in the last eight (8) years up to the RFP closing date, processed and completed a minimum of one (1) file that resulted in a complaint that required responding to section 35 of the <i>Access to Information Act</i> (ATIA) or section 33 of the <i>Privacy Act</i> (PA)</p> <p>REFER TO APPENDIX 1 TO PART 4</p>		
M5	<p>The Bidder must demonstrate, using the project description format provided in Appendix 1 to Part 4, that each proposed resource has, in the last year up to the RFP closing date, processed and completed a minimum of one (1) file using the Case Management Software; AccessPro Redaction to perform various actions (e.g. consultations with third parties, Privy Council Office (PCO) and Other Government Departments) and produce correspondence and reports.</p> <p>REFER TO APPENDIX 1 TO PART 4</p>		



RATED EVALUATION CRITERIA

2. Point Rated Technical Criteria

- 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 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.

	Point Rated Technical Criteria	Scoring Grid	Cross-reference to Proposal	Minimum Points required for each resource	Maximum Points for each resource
R1	<p>The Bidder should demonstrate, using the project description format provided in Appendix 1 to Part 4, that each proposed resource has experience working in a legal environment interacting with lawyers.</p> <p>REFER TO APPENDIX 1 TO PART 4</p>	<ul style="list-style-type: none"> • Less than 1 year = 0 points • 1 year up to 2 years = 5 points • More than 2 years up to 5 years = 7 points. • More than 5 years = 10 points. 		7	10
R2	<p>The Bidder should demonstrate, using the project description format provided in Appendix 1 to Part 4, that each proposed resource has processed and completed a minimum of four (4) complex ATIP files in the last eight (8) years up to the RFP closing date.</p> <p>The level of complexity for each file will be assessed using the following 10 elements and associated points :</p> <ol style="list-style-type: none"> 1. 3 or more consultations involved (specify whether OGD, third party) (No= 0 points, Yes= 1 point) 2. high volume of records to review (500 pages +) (No= 0 points, Yes= 1 point) 3. requirement for consultation with Department of Justice (DoJ) or the Privy Council Office (PCO) (No= 0 points, Yes= 1 point) 4. subject matter newsworthy and/or political (No= 0 points, Yes= 1 point) 5. the file has related litigation (No= 0 points, Yes= 1 point) 	<p>- A maximum of 4 files may be submitted per resource (maximum of 10 points per file as per the 10 level of complexity elements and their associated points).</p> <p>- The same files can be provided for M4, R2 and R3.</p>		30	40

ATTACHMENT 2 TO PART 4 – FINANCIAL EVALUATION - PRICING SCHEDULE



	<p>6. similar to other requests received in the past and need to ensure a consistent approach <i>(No= 0 points, Yes= 1 point)</i></p> <p>7. need to advise or consult subject matter experts regarding the records they submitted or their recommendations for exemptions/exclusions <i>(No= 0 points, Yes= 1 point)</i></p> <p>8. need to explain/ justify with subject matter experts the reasons that information could not be protected <i>(No= 0 points, Yes= 1 point)</i></p> <p>9. the file involved significant extensions and was managed over a period of time exceeding four (4) months <i>(No= 0 points, Yes= 1 point)</i></p> <p>10. Need to seek legal advice to process the request <i>(No= 0 points, Yes= 1 point)</i></p> <p>REFER TO APPENDIX 1 TO PART 4</p>				
<p>R3</p>	<p>The Bidder must demonstrate by using the project description provided in Appendix 1 to Part 4, that each proposed resource has processed and completed a minimum of three (3) files that required responding to complaints or investigations from the Office of the Information Commissioner (OIC) or the Office of the Privacy Commissioner (OPC) in the last eight (8) years of the RFP closing date.</p> <p>-Each file will be assessed using the following 5 elements and associated points:</p> <ol style="list-style-type: none"> 1. Experience processing formal complaints <i>(No= 0 points, Yes= 1 point)</i> 2. Experience in responding to different types of complaints <i>(No= 0 points, Yes= 1 point)</i> 3. Highly complex complaint involving a full investigation <i>(No= 0 points, Yes= 1 point)</i> 4. Experience dealing with section 35 of the ATIA (Access to Information Act) and section 33 of the PA (Privacy Act) and pending litigation related to unresolved complaints <i>(No= 0 points, Yes= 1 point)</i> 	<p>- A maximum of 3 files may be submitted per resource <i>(maximum of 5 points per file as per the indicated elements and their associated points).</i></p> <p>-The same files can be provided for M4 and R3.</p>		<p>10</p>	<p>15</p>



	5. Experience preparing exhibits and affidavits for files subject to review by the Federal Court <i>No= 0 points, Yes= 1 point</i>) REFER TO APPENDIX 1 TO PART 4				
Maximum possible points for each proposed resource for R1-R2-R3					65
Minimum points required for each proposed resource for R1-R2-R3					47
Proposed resource 1 score for R1-R2-R3					
Proposed resource 2 score for R1-R2-R3					
TOTAL score for proposed resource 1 and 2 for R1-R2-R3					
TOTAL possible maximum points for proposed resource 1 and 2 for R1-R2-R3					130

Bidders who are compliant for each proposed resources with the mandatory requirements M1 to M5 AND have obtained the required minimum passing mark on the individual rated requirements R1 to R3 will be evaluated on the R4 rated criteria

Point rated technical Criteria		Scoring Grid	Minimum Points required for each resource	Maximum Points for each resource
R4	<p>REFERENCES</p> <p>For each proposed resource, the Bidder should provide 2 (two) client references presented in the format indicated in Appendix 1 to Part 4. The two (2) client references will be contacted to provide answers to the following questions:</p> <ol style="list-style-type: none"> Overall, were you satisfied with the quality of the work? <i>(Yes=1 point per reference; No= 0 points);</i> 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. <i>(Yes=1 point per reference; No= 0 points);</i> Did the Contractor take your comments and suggestions into consideration? <i>(Yes=1 point per reference; No= 0 points).</i> Did the Contractor demonstrate the ability to work independently with little guidance and/or monitoring? <i>(Yes=1 point per reference; No=0 points).</i> Can you confirm that the Contractor provided your organization with the service(s) described during the time period indicated? <i>(Yes=1 point per reference; No=0 points).</i> 		7	10



	<p>Note: Justice at its discretion will contact the 2 (two) client references by phone or email. The following rules will apply :</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 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. 			
Maximum possible points for each proposed resource for R4				10
Minimum points required for each proposed resource for R4				7
Proposed resource 1 score for R4				
Proposed resource 2 score for R4				
TOTAL score for proposed resource 1 and 2 for R4				
TOTAL possible maximum points for proposed resource 1 and 2 for R4				20

SUMMARY FOR RATED CRITERIA R1-R2-R3 AND R4

TOTAL maximum possible points for each resource	75
TOTAL minimum points required for each resource	54
Total score for proposed resource 1	
Total score for proposed resource 2	
TOTAL score for proposed resource 1 and proposed resource 2 (*) This value constitutes the technical evaluation score for bid evaluation and contractor selection purposes	
TOTAL possible maximum points for proposed resources 1 and 2 for R1-R2-R3-R4	150



APPENDIX 1 TO PART 4 – TECHNICAL EVALUATION – TEMPLATE

INSTRUCTIONS

- The bidder must complete this attachment for each working experience and each file / complex file / complaint file, as applicable, and refer to it in the cross-reference column of the evaluation criteria.
- Bidders are advised that the month(s) of experience listed for a project or experience whose timeframe overlaps that of another referenced project or experience will only be counted once. For example: Project 1 timeframe is July 2001 to December 2001; Project 2 timeframe is October 2001 to January 2002; the total months of experience for these two project references is seven (7) months.
- When demonstrating experience for compliance to specific mandatory and rated criteria, note that repeating the required criteria and/or repeating the same project information for responses to different criteria are not sufficient.

DEFINITIONS

- A “file” is defined as the work relating to one of the following: the processing of a specific Access to Information request; the processing of a Privacy request; work completed on a policy or privacy-related file in an ATIP Office.
- A “complex file” is defined as having any combination of the following elements: competing priorities; multiple third party interests; multiple government consultations, including central agencies; other internal or external negotiations regarding the scope of the request or deadlines for responding; contentious subject matter; significant volume of records to process; or potential complaint or litigation concerns.
- A “complaint file” is defined as a file where there is a need to respond to complaint or investigations from the Office of the Information Commissioner (OIC) or the Office of the Privacy Commissioner (OPC).

APPLICABLE CRITERIA	INFORMATION TO PROVIDE	INFORMATION SUMMARY
M3, M4, M5, R1, R2, R3, R4	(1) Federal Organization or Department (2) Role/Title in ATIP Office (3) Employee/Public Servant or Consultant (4) Contracting entity (if consultant)	
M3, M4, M5, R1, R2, R3, R4	Duration in time including start and end date of the assignment/ contract. (mm/year to mm/year) -Experience working from one Department to another that overlaps will not be counted twice.	
M3, M4, M5, R1, R2, R3, R4	(1) Contact Name : (2) Title: (3) Federal Organization / Department : (4) Telephone No. : (5) Email Address : -The contact name must be a resource from the Federal organization. -All work experiences within the last 5 years must have the contact information as requested above	
M3, R1, R2	Summary of duties including but not limited to the processing (*) of files / complex files / complaint files within a Federal Government organization. (*) Processing is defined as the management of all aspects of the ATIP request process including: analyzing, examining, reviewing, providing advice and formulating responses.	The summary should be concise and not exceed 1000 words.
M5	(1) Case management Software and functions used (2) Description of the assignment / project / file / complex file / complaint file	The description should be concise and not exceed 500 words.



	(3) Level of effort required by the resource to complete the action.	
M4, R3	<ul style="list-style-type: none">(1) Background summary and description of the reasons for the complaint.(2) Name of the Office involved (OPC or OIC) and nature of interaction between the resource and the office(3) Level of effort required by the resource when working on the file(4) Date (mm/year to mm/year) the complaint file was active.	The description should be concise and not exceed 1000 words.



ATTACHMENT 2 TO PART 4 – FINANCIAL EVALUATION - PRICING SCHEDULE

The Bidder must complete this pricing schedule and include it in its financial bid. As a minimum, the Bidder must respond to this pricing schedule by inserting in its financial bid, for each of the periods specified below, its quoted firm all inclusive per diem rate (in Cdn \$) for each of the Consultant Categories identified.

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.

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

- (a) all travel and living expenses for work performed within the National Capital Region (NCR). The NCR is defined in the National Capital Act, R.S.C. 1985, c. N-4, S.2. The National Capital Act is available on the Justice Website: <http://laws-lois.justice.gc.ca/eng/acts/N-4/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.

Senior ATIP consultant proposed resources		A	B	C = A X B
		Estimated level of effort (in days)	Firm All-inclusive per-diem (in Cdn \$)	Total amount (in Cdn \$)
Proposed Resource 1 name				
Proposed Resource 2 name				
<ul style="list-style-type: none"> • The resource 1 and 2 will be requested on an as and when required basis either simultaneously or alternatively using Task Authorization's. The Task Authorisation(s) will define the resource(s) requirement period and the estimated level of effort. • The volumetric data below are the total estimated level of effort for both resources 1 and 2. 				
Initial Period : Contract award to September 30, 2016				
1	Total estimated for the initial period	375	\$	\$ C1
Option Period 1: October 1, 2016 to September 30, 2017				
2	Total estimated for option period 1	375	\$	\$ C2
Option Period 2: October 1, 2017, to September 30, 2018				
3	Total estimated for option period 2	375	\$	\$ C3
Option Period 3: October 1, 2018 to September 30, 2019				
4	Total estimated for option period 3	375	\$	\$ C4
5	Price of Bid* (sum of column C values for rows C1+C2+C3+C4) (* In Canadian dollars, Applicable Taxes excluded.			\$C5
The value in cell C5 above constitutes the evaluated price of the bid for bid evaluation and contractor selection purposes.				



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

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 [Human Resources and Skills Development Canada \(HRSDC\) - 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.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list during the period of the Contract.

The Bidder must include as part of their bid a completed Attachment 2 To Part 5 - Federal Contractors Program for Employment Equity - Certification. If the Bidder is a Joint Venture, the Bidder must include as part of their bid a completed Attachment 2 To Part 5 - Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

5.1.3 Additional Certifications

Bidders must submit **Attachment 3 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 – FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

Federal Contractors Program for Employment Equity

The Bidder must submit a duly completed **Attachment 2 to Part 5 - Federal Contractors Program for Employment Equity - Certification**, as part of their bid.

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

For further information on the Federal Contractors Program for Employment Equity visit [HRSDC-Labour's website \(http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/index.shtml\)](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/index.shtml).

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

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a [federally regulated employer](#) being subject to the *Employment Equity Act*.
- A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).
- A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
 - A5.1 The Bidder certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with HRSDC-Labour.

OR

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

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

OR

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



ATTACHMENT 3 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

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.

C. Language Capability

The Bidder hereby certifies that the proposed resources meet the language requirements as specified in the SOW

D. Security Clearance Information

The Bidder must provide the following information in order for Justice Canada to confirm they meet the necessary security requirements as per Part 6, Part 7- Section 3 and Annex C – Security Requirements Check List.

Bidder's Security Information:

Company Name:	
Address:	
Organization Code (Clearance Number):	
Facility Security Clearance/Level Obtained:	

Bidder's Individual Resources Security Information :

Full Name:	
Date of Birth:	
Security Clearance Number:	
Level of Security Obtained:	
Organization the Clearance was Obtained Through:	
Expiry Date:	

Authorised signature : _____



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 at Annex A

1.2 Task Authorization (TA)

1.2.1 Work described at Annex A, Statement of Work, will be performed under the Contract on an "as and when requested basis".

1.2.2 With respect to the Work mentioned under paragraph 1.2.1 of this clause ;

- a) an obligation will come into force only when the Contractor receives a Task Authorization (TA), inclusive of any revisions, authorized and issued in accordance with this clause, and only to the extent designated in the authorized TA;
- b) the TA Authority and limit will be determined in accordance with paragraph 1.2.3 of this clause;
- c) the Contractor must not commence work until a TA, inclusive of any revisions, has been authorized and issued in accordance with the Contract. The Contractor acknowledges that work performed before a TA, inclusive of any revisions, has been authorized and issued in accordance with the Contract will be done at the Contractor's own risk and expense;
- d) the task description, inclusive of any revisions, included in an authorized TA must fall within the scope of the Statement of Work, in Annex A; and
- e) the TA, inclusive of any revisions, will be authorized under the Contract through the use of Annex A1 - Task Authorization (TA) Form. An authorized TA is a completed Annex A1 signed by the TA Authority.

1.2.3 TA Authority and Limit

1.2.3.1 The Technical Authority may authorize individual TAs inclusive of any revisions up to a limit of \$_____, (insert amount at contract award) Applicable Taxes extra. Any TA the total value of which would exceed that limit or any revision to a previously authorized TA that would increase the TA total value above that limit must be authorized by the Contracting Authority before issuance to the Contractor."

1.2.3.2 The authority specified under paragraph 1.2.3.1 of this clause is granted subject to the sum specified in the Contract under clause 6.2.1 Limitation of Expenditure - Cumulative Total of all authorized TAs, not being exceeded.

1.2.4 TA Process

1.2.4.1 For each task or revision of a previously authorized task, the Technical Authority will provide the Contractor with a request to perform a task prepared using Annex A1 - Task Authorization Form, containing as a minimum:

- A. the task or revised task description of the Work required, including:
 1. the details of the activities or revised activities to be performed;
 2. a description of the deliverables or revised deliverables to be submitted; and
 3. a schedule or revised schedule indicating completion dates for the major activities or submission dates for the deliverables, or both, as applicable;
- B. the Contract security requirements applicable to the task or revised task;
- C. the Contract basis (bases) of payment applicable to the task or revised task; and
- D. the Contract method(s) of payment applicable to the task or revised task.

1.2.4.2 Within 2 calendar days of its receipt of the request, the Contractor must provide the Technical Authority with a signed and dated response prepared and submitted using the TA form received from the Technical Authority, containing as a minimum:

- A. the total estimated cost proposed for performing the task or, as applicable, revised task;
- B. a breakdown of that cost in accordance with Annex B

1.2.5 TA Authorization



- 1.2.5.1 The TA Authority will authorize the TA based on:
- A. the request submitted to the Contractor pursuant to paragraph 1.2.4.1 above;
 - B. the Contractor's response received, submitted pursuant to paragraph 1.2.4.2 above; and
 - C. the agreed total estimated cost for performing the task or, as applicable, the revised task.
- 1.2.5.2 The authorized TA will be issued to the Contractor by email as an email attachment in PDF format.
- 1.2.6 Minimum Work Guarantee - All the Work - Authorized TAs
- 1.2.6.1 "Maximum Contract Value" means the sum specified in Contract clause 7.2.1 - Limitation of Expenditure - Cumulative Total of All Authorized TAs; and
"Minimum Contract Value" means a fixed amount of **\$3,100.00**
- 1.2.6.2 Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 1.2.6.3 of this clause. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work. Canada's maximum liability for Work requested in authorized TAs, performed by the Contractor and accepted by Canada must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
- 1.2.6.3 In the event that Canada does not request Work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the cost of the Work requested in authorized TAs, performed by the Contractor and accepted by Canada.
- 1.2.6.4 Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.
- 1.2.7 Periodic Usage Reports - Contracts with TAs
- 1.2.7.1 The Contractor must compile and maintain detailed and current data on its performance of Work required and requested under TAs (inclusive of any revisions) authorized and issued under the Contract.
- 1.2.7.2 No later than 15 calendar days after the end of each of the reporting periods below, the Contractor must submit to the Contracting Authority and Technical Authority a periodic usage report containing, in an electronic spreadsheet (such as MSOffice Excel), the data elements specified in paragraphs 1.2.7.3 and 1.2.7.3 below in the order they are presented. Where at the end of a reporting period, no changes are required to be made to the data contained in the periodic usage report submitted for the previous period, the Contractor must submit a "NIL" report to the Contracting Authority and Technical Authority.
- The reporting periods are defined as follows:
- 1st quarter: April 1 to June 30;
 - 2nd quarter: July 1 to September 30;
 - 3rd quarter: October 1 to December 31; and
 - 4th quarter: January 1 to March 31.
- 1.2.7.3 For each TA authorized and issued under the Contract, the data must contain the following data elements in the order presented:
- the TA number appearing on the TA form;
 - the date the task was authorized appearing on the TA form;
 - the total estimated cost of the task (Applicable Taxes extra) before any revisions appearing on the TA form;
- the following information appearing on the TA form must be included for each authorized revision, starting with revision 1, than 2, etc:
- the TA revision number;
 - the date the revision to the task was authorized;
 - the authorized increase or decrease (Applicable Taxes extra);
 - the total estimated cost of the task (Applicable Taxes extra) after authorization of the revision;
 - the total cost incurred for the task (as last revised, as applicable), Applicable Taxes extra;
 - the total cost incurred and invoiced for the task (as last revised,as applicable), Applicable Taxes extra;



- the total amount of Applicable Taxes invoiced;
- the total amount paid, Applicable Taxes included;
- the start and completion date of the task (as last revised, as applicable); and
- the active status (i.e., the percentage of the work completed) of the task (as last revised, as applicable) with an explanation (as applicable).

1.2.7.4 For all TAs authorized and issued under the Contract, the data must contain the following data elements in the order presented:

- the sum (Applicable Taxes extra) specified in clause 7.2.1 Limitation of Expenditure - Cumulative Total of all Authorized TAs of the Contract (as last amended);
- the total cost incurred for all authorized tasks inclusive of any revisions, Applicable Taxes extra;
- the total cost incurred and invoiced for all authorized tasks inclusive of any revisions, Applicable Taxes extra;
- the total amount of Applicable Taxes invoiced for all authorized tasks inclusive of any revisions; and
- the total amount paid for all authorized tasks inclusive of any revisions, Applicable Taxes extra.

2. Standard Clauses and Conditions

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

2.1 General Conditions

The Department of Justice General Conditions 102 - 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 Specific Persons

The Contractor must provide the services of the following persons to perform the Work as stated in the Contract:

Resource Category	Resource Name
Senior ATIP Consultant	<i>(to be inserted at Contract award)</i>
Senior ATIP Consultant	<i>(to be inserted at Contract award)</i>

3. Security Requirement

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE #: 1000017645

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Facility Security Clearance at the level of SECRET, issued by the Ca-nadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to CLASSIFIED/PROTECTED in-formation, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of SECRET, granted or approved by CISD/PWGSC.
3. The Contractor/Offeror MUST NOT remove any CLASSIFIED/PROTECTED infor-mation from the identified work site(s), and the Contractor/Offeror must ensure that its per-sonnel are made aware of and comply with this restriction.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.



5. The Contractor/Offeror 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 September 30, 2016 inclusive.

4.2 Option to Extend the Contract

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

Canada may exercise this option at any time by sending a written notice to the Contractor at least five (5) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

4.3 Termination on Thirty Days Notice

4.3.1 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.

4.3.2 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:

Name: Sylvain Desbois
 Title: Contracts management Officer
 Department of Justice Canada
 Finance and Procurement Branch
 Address: 284 Wellington - EMB123
 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 inserted at contract award)

The Technical Authority for the Contract is:

Name: _____
 Title: _____
 Department of Justice
 Directorate: _____
 Address: _____
 Telephone: ____-____-_____
 Facsimile: ____-____-_____
 E-mail address: _____

The Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the 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 inserted at contract award)

Name: _____
 Title: _____
 Organization: _____
 Address: _____
 Telephone: ___ - ___ - ___
 Facsimile: ___ - ___ - ___
 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

7.1.1 Task Authorisations (TA) subject to a Limitation of Expenditure

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work specified in the authorized TA, as determined in accordance with the basis of payment cost elements, in Annex B : Basis of Payment, to the limitation of expenditure specified in the authorized TA.

Canada's liability to the Contractor under the authorized TA must not exceed the limitation of expenditure specified in the authorized TA. Customs duties are included and Applicable Taxes are extra.

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

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

- a. when it is 75 percent committed, or
- b. four (4) months before the final delivery date specified in the authorized TA, or
- c. as soon as the Contractor considers that the authorized TA funds are inadequate for the completion of the Work specified in the authorized TA,

whichever comes first.

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

7.2 Canada Total Liability

7.2.1 Limitation of expenditures - Cumulative Total of all authorised TAs

Canada's total liability to the Contractor under the Contract must not exceed \$ _____ (insert at contract award). Customs duties are included and Applicable Taxes are extra.

7.2.2 No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the



Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- d. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,
- whichever comes first.

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

7.3 Time Verification

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

7.4 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.

7.7 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.

7.8 Method of Payment

7.8.1. Monthly Payment

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

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

7.8.2 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 D of the RFP. 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. Claims cannot be submitted until all work identified in the claim is completed.

Each claim must be supported by the following, where applicable:

- a) a copy of time sheets to support the time claimed;
- b) a copy of the release document and any other documents as specified in the Contract;
- c) a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
- d) a copy of the monthly progress report.

8.2 Claims for certifications and payment must be distributed as follows:

- a) The original must be forwarded to the following address :
Camil Potvin - Administrative and Financial Support Officer
Administrative Services Unit
275 Sparks Street - Building SAT Room T12009
Ottawa, Ontario
K1A 0H8
Canada
- b) one (1) electronic copy to the following email addresses :
admin.services-isb@justice.gc.ca

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.

9.2 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and HRSDC-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by HRSDC will constitute the Contractor in default as per the terms of the Contract.

10. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____. *(Insert the name of the province or territory as specified by the bidder in its bid, if applicable.)*

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 signed Task Authorizations (including all of its annexes, if any);



(g) the Contractor's bid dated _____, *(insert date of bid) (If the bid was clarified or amended, insert at the time of contract award:"as clarified on _____." or "as amended on _____." and insert date(s) of clarification(s) or amendment(s)).*

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 Technical 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:

- Technical 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 Leaves that will honour the pricing for contractors: 2012 Accommodations Search (<http://rehelv-acrd.tpsgc-pwgsc.gc.ca/rechercher-search-eng.aspx>).
- Use of public/green transit where feasible.

13. Insurance

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



ANNEXE A - STATEMENT OF WORK

1. TITLE

Senior ATIP Consultants for Justice Canada

2. OBJECTIVE

The objective of this multi-year contract is to acquire the services of two (2) bilingual senior level Access to Information and Privacy (ATIP) resources that would be available on an as and when required basis within approximately 2 weeks through the use of Task Authorizations.

These resources will apply their expertise in the processing of complex Access to Information and Privacy (ATIP) requests and will provide assistance to the ATIP office to address the backlog of ATIP requests and the processing of complex files and/or complaints resulting from surges in workload and/or the unexpected departure of full time staff.

This approach to managing the fluctuating workload of an ATIP Office is consistent with the findings and recommendations of the Information Commissioner of Canada, who addressed workload and capacity issues in her April 25, 2014, letter to the President of the Treasury Board.

3. BACKGROUND STATEMENT

The volume of ATIP requests and/or complaints fluctuates and is unpredictable. As a result, it is difficult to plan for resources required to address incoming requests and complaints. In addition, there is currently a shortage of specialized ATIP professionals in the Public Service, making it difficult to retain experienced ATIP analysts. Finding consultants that have the required level of experience, especially related to legal files, is also challenging. Justice Canada needs to ensure that experienced consultants can be available on short notice to address workload pressures before they have significant impacts on reporting requirements and office morale.

Justice Canada is the ATIP Lead for the protection of legal advice and litigation privileged information. This responsibility places a unique requirement on the Justice Canada ATIP Office for ensuring that analysts have experience related to solicitor-client privilege and legal issues/files.

4. TERMINOLOGY

ATIP – Access to Information and Privacy
ATIA – Access to information Act
PA – Privacy Act
OGD – Other Government Department
PCO – Privy Council Office
OPC – Office of the Privacy Commissioner
OIC – Office of the Information Commissioner
OPI – Office of Primary Interest

5. REQUIREMENT DESCRIPTION

The Contractor must provide the services of 2 (two) senior bilingual ATIP consultants. Justice may, as required, issue a contract amendment and a task authorization for additional senior ATIP consultants over and above the two (2) qualified resources, under the same terms and conditions of the RFP/resulting contract. The additional resource proposed by the Contractor will have to meet or exceed the requirements presented in the Request for Proposal 1000017645 associated with this Contract, including any certifications and security requirements as well as meeting the Mandatory Criteria and achieving or surpassing the minimum required score on the Point-Rated Criteria as specified therein.



5.1 Scope

The Contractor's resources, two Senior ATIP Consultants, have the primary task of providing assistance in the processing of complex files, mainly related to solicitor client privilege and/or litigation privilege. Each Senior ATIP Consultant is required to thoroughly understand, interpret and apply related legislation, policies and regulations. Each Senior ATIP Consultant is responsible for:

- Managing multi-jurisdictional, complex and highly sensitive requests for information filed under the Access to Information Act (ATIA) and the Privacy Act (PA), determining the scope of the requests, the relevancy of records and the statutory right of access to information under the control of the Department of Justice;
- Researching and analyzing documents on a variety of subject matter including complex legal issues for disclosure/exemption purposes;
- Applying legislation, policies, guidelines, case precedents, legal opinions and positions of other departments;
- Preparing appropriate responses including affidavits;
- Providing advice and information to the Department of Justice management, employees, representatives of other departments, stakeholders and applicants concerning the application of the Access to Information Act and Privacy Act in handling multi-jurisdictional, highly complex and sensitive requests.

5.2 Tasks, Deliverables and Acceptance Criteria

The Contractor's resources will be required to prepare and submit various deliverables related to Access to Information / Privacy requests, including:

- Recommendations regarding the exemption or exclusion of sensitive information;
- The coordination and management of consultations with various Federal Departments and Agencies;
- The coordination and management of requirements related to the defense of decisions on complaints submitted to the Information or Privacy Commissioner, including representations required when files are elevated to the Federal Court;
- Analysis, advice and guidance to senior management, departments and agencies on ATIP related matters.

All deliverables will be reviewed for quality and completeness and signed off by the designated Technical Authority. The Technical Authority will review each deliverable and indicate both approval and acceptance or the need for Contractor revisions. Deliverables must be approved by the Technical Authority before they will be considered finalized.

5.3 Travel

No travel will be required under this contract

5.4 Language Requirements

The Contractor's resources must be bilingual (English and French), that is, being able to read and communicate verbally and in writing in both official languages at or above proficiency Level 4, Advanced Professional Proficiency, as stated below.

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.



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.

Writing 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).

5.5. Location of Service Delivery

The contractor will perform all work on-site at the ATIP office in the Department of Justice in Ottawa located at:
275 Sparks Street
Ottawa, Ontario
K1A 0H8
Canada

5.6 Access to Client’s Premises and Systems / Access Restrictions

Canada’s facilities, equipment, documentation and personnel are not automatically at the disposal of the Contractor. The Contractor is responsible for timely identification of the need for access to the referenced facilities, equipment, documentation and personnel.

Subject to the approval of the Technical Authority, arrangements will be made for the Contractor to access the required facilities, equipment, documentation and personnel at the Department of Justice’s earliest convenience.



ANNEX A1 : TASK AUTHORIZATION [TA] FORM

Contractor name / Nom de l'entrepreneur :	Contract number / Numéro de contrat :																				
Task Authorisation No. – No. de l'autorisation de tâches :	Title of the task / Titre de la tâche :																				
Total Estimated Cost of T/A (Applicable Taxes extra) before any revisions/ Coût estimatif total de la tâche (taxes applicables en sus) avant toutes révisions																					
	\$																				
TA Revisions Previously Authorized (If applicable) Révisions de l'AT autorisées Précédemment (s'il y a lieu)																					
Yes/ Oui : ___ T/A no. / Numéro de T/A : _____ No/Non : _____																					
<h3>1.0 : Required work – Travaux requis</h3> <p>1.1 : Description / Description:</p> <p>1.2 : Period of services / Période des services From/De : _____ To/A: _____</p> <p>1.3 : Estimated Cost / Cout Estimatif</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="width: 35%;">Senior ATIP consultant name / Nom du consultant AIPRP senior</th> <th style="width: 15%;">Per Diem Rate / Taux quotidien</th> <th style="width: 30%;">Estimated number of days/ Nombre de jours estimés</th> <th style="width: 20%;">Total / Total</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td colspan="2" rowspan="3" style="background-color: #cccccc;"></td> <td>Total Estimated Cost / Cout estimé Total</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>Taxes / Taxes</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>TOTAL</td> <td style="text-align: right;">\$</td> </tr> </tbody> </table> <p>1.4 Additional Details / Détails additionnels :</p>		Senior ATIP consultant name / Nom du consultant AIPRP senior	Per Diem Rate / Taux quotidien	Estimated number of days/ Nombre de jours estimés	Total / Total											Total Estimated Cost / Cout estimé Total	\$	Taxes / Taxes	\$	TOTAL	\$
Senior ATIP consultant name / Nom du consultant AIPRP senior	Per Diem Rate / Taux quotidien	Estimated number of days/ Nombre de jours estimés	Total / Total																		
		Total Estimated Cost / Cout estimé Total	\$																		
		Taxes / Taxes	\$																		
		TOTAL	\$																		
<h3>2.0 : Authorization / Authorisation</h3> <p>By signing this TA, the Technical/Project Authority certify that the content of this TA is in accordance with the Contract.</p> <p>En apposant sa signature sur cette AT, l'autorité technique atteste que le contenu de cette AT respecte les conditions du contrat.</p> <p style="text-align: center; margin-top: 20px;">_____</p> <p style="text-align: center;">Department Technical Authority / Autorité Technique du Ministère</p> <table style="width: 100%; margin-top: 10px;"> <tr> <td style="width: 50%; border-bottom: 1px solid black;">Signature</td> <td style="width: 50%; border-bottom: 1px solid black;">Date</td> </tr> </table>		Signature	Date																		
Signature	Date																				
<h3>3.0 : Contractor's signature / Signature de l'entrepreneur</h3> <p style="text-align: center; margin-top: 20px;">_____</p> <p style="text-align: center;">Name and title of individual authorized - to sign for the Contractor Nom et titre de la personne autorisée à signer au nom de l'entrepreneur</p> <table style="width: 100%; margin-top: 10px;"> <tr> <td style="width: 50%; border-bottom: 1px solid black;">Signature</td> <td style="width: 50%; border-bottom: 1px solid black;">Date</td> </tr> </table>		Signature	Date																		
Signature	Date																				



**ANNEX B :
BASIS OF PAYMENT**

A The Contractor will be paid in accordance with the following Basis of Payment for Work performed pursuant to the Contract and each Task Authorization, if applicable.

All deliverables are F.O.B. Destination, and Canadian Customs Duty included, and GST/HST extra, where applicable.

Definition of a Day/Proration

- a) A day is defined as 7.5 hours exclusive of meal breaks.
- b) Payment will be for days actually worked with no provision for annual leave, statutory holidays and sick leave.
- c) Time worked which is more or less than a day will be prorated to reflect actual time worked and payment will be calculated in accordance with the following formula:

$$\text{Hours Worked} \times \text{Firm Per Diem Rate} \div 7.5$$

All resource personnel must be available to work outside normal office hours during the duration of the Contract. No overtime charges will be authorized under the Contract. All time worked will be compensated according to paragraph above.

Any Contractor or Contractor's resources that are required to work on site during non-business hours under this Contract must obtain pre-authorization in writing by the Technical Authority prior to commencing work.

B The Contractor will be paid firm per diem rates as follows, for work performed in accordance with the Contract. Customs duties are included and Applicable Taxes are extra.

Initial Contract Period : From contract award to September 30, 2016

Resource Title	Resource Name	Firm Per Diem Rate
Senior ATIP Consultant	<i>(to be inserted at Contract award)</i>	\$ <i>(insert at Contract award)</i>
Senior ATIP Consultant	<i>(to be inserted at Contract award)</i>	\$ <i>(insert at Contract award)</i>

Subject to the exercise of the Contract option to extend the Contract period, during each option period the Contractor will be paid firm per diem rates as follows, for work performed in accordance with the Contract. Customs duties are included and Applicable Taxes are extra.

B-1 Option Period 1 : From October 1, 2016 to September 30, 2017

Resource Title	Resource Name	Firm Per Diem Rate
Senior ATIP Consultant	<i>(to be inserted at Contract award)</i>	\$ <i>(insert at Contract award)</i>
Senior ATIP Consultant	<i>(to be inserted at Contract award)</i>	\$ <i>(insert at Contract award)</i>

B-2 Option Period 2 : From October 1, 2017 to September 30, 2018)

Resource Title	Resource Name	Firm Per Diem Rate
Senior ATIP Consultant	<i>(to be inserted at Contract award)</i>	\$ <i>(insert at Contract award)</i>
Senior ATIP Consultant	<i>(to be inserted at Contract award)</i>	\$ <i>(insert at Contract award)</i>

B-3 Option Period 3 : From October 1, 2018 to September 30, 2019

Resource Title	Resource Name	Firm Per Diem Rate
Senior ATIP Consultant	<i>(to be inserted at Contract award)</i>	\$ <i>(insert at Contract award)</i>
Senior ATIP Consultant	<i>(to be inserted at Contract award)</i>	\$ <i>(insert at Contract award)</i>

C All payments are subject to Government audit.



ANNEX C: SECURITY REQUIREMENTS CHECK LIST



Government of Canada

Gouvernement du Canada

RECEIVED
JUN 15 2005

Contract Number / Numéro du contrat 100017648
Security Classification / Classification de sécurité

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

1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine		Canada, Department of Justice		Branch or Directorate / Direction générale ou Direction Management Sector / ATTC Office	
2. 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 Professional Services - Standing Offer					
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 (e.g. 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 personnel courier or delivery requirement with no overnight storage? S'agit-il d'un courriel de messagerie ou de livraison commerciale sans entreposage de nuit?				<input checked="" type="checkbox"/> No / Non	<input type="checkbox"/> Yes / Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès					
Canada <input checked="" type="checkbox"/>		NATO / OTAN <input type="checkbox"/>		Foreign / Étranger <input type="checkbox"/>	
7. b) Release restrictions / Restrictions relatives à la diffusion					
No release restrictions / Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>		All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>		No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>	
No release / À ne pas diffuser <input checked="" type="checkbox"/>		Restricted to / Limité à : <input type="checkbox"/>		Restricted to / Limité à : <input type="checkbox"/>	
Specify country(ies) / Préciser le(s) pays :		Specify country(ies) / Préciser le(s) pays :		Specify country(ies) / Préciser le(s) pays :	
7. c) Level of Information / Niveau d'information					
PROTECTED A / PROTÉGÉ A <input checked="" type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>			
PROTECTED B / PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>			
PROTECTED C / PROTÉGÉ C <input checked="" type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>			
CONFIDENTIAL / CONFIDENTIEL <input checked="" type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>			
SECRET <input checked="" type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET <input type="checkbox"/>			
TOP SECRET / TRÈS SECRET <input type="checkbox"/>		TOP SECRET <input type="checkbox"/>			
TOP SECRET (SIGHT) / TRÈS SECRET (SIGHT) <input type="checkbox"/>		TOP SECRET (SIGHT) / TRÈS SECRET (SIGHT) <input type="checkbox"/>			

TBS/SCT (350-103/2004-12)

Security Classification / Classification de sécurité





Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat 1000017645
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 : No / Non 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? No / Non Yes / Oui

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

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

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

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

Special comments:
Commentaires spéciaux : _____

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

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

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

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

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

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

PRODUCTION

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

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

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

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

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
--





Government
of Canada

Gouvernement
du Canada

Process Number / Numéro de contrat 100017645
Security Classification / Classification de sécurité

PROTECTED INFORMATION / INFORMATION PROTÉGÉE

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 complètent le formulaire manuellement doivent indiquer le niveau de confidentialité et de sécurité par instance, par région ou par site, au niveau 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 complètent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement insérées dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category / Catégorie	PROTECTED / PROTÉGÉE			CLASSIFIED / CLASSIFIÉ			NATO					COMSEC					
	A	B	C	Confidential / Confidentiel	Secret	TOP SECRET / Très SECRET	NATO RESTRICTED	UNCLASSIFIED	NATO SECRET	code: The Secret code: Très secret	Permitted / Autorisé			TOP SECRET / Très SECRET			
							NATO (REFUSION / REFUSION)	NATO CONFIDENTIAL	A		B	C					
Information / Informations Management / Gestion																	
IT Help / Support / Aide / Assistance																	

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
 La description du travail visé par le présent 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.



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	\$ _____ Dollars	
"Void" <<Nul>>		
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

