



Department of Justice Canada  
Ministère de la Justice Canada  
100 rue Metcalfe Street, URB 738  
Ottawa, Ontario K1A 0H8

**Request for Standing Offers  
Demande d'offre à commandes**

**Proposal to: Department of Justice Canada**  
We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition à: Ministère de la Justice Canada**  
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 appendices ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

**Comments — Commentaires :**

**THIS DOCUMENT CONTAINS A SECURITY  
REQUIREMENT — LE PRÉSENT DOCUMENT  
COMPORTE UNE EXIGENCE EN MATIÈRE DE  
SÉCURITÉ**

**RETURN BIDS TO:  
RETOURNEZ LES PROPOSITIONS À:**

**Kayla Pordonick  
Department of Justice Canada/  
Ministère de la Justice Canada  
100 rue Metcalfe Street, URB 738  
Ottawa, Ontario K1A 0H8**

**Main Floor/rez-de-chaussée – Security Guard/  
gardien**

(Security Guard: please call 613-724-1521 or 613-291-9641 upon arrival.)  
(gardien: appelez 613 724- 1521 ou 613-291-9641 à arrivée)

Title — Sujet: <b>INVESTIGATION SERVICES</b>	
Solicitation No. — N° de l'invitation <b>JUS-RFSO-2014-1000014103</b>	Date: <b>2014-01-10</b>

Solicitation Closes — L'invitation prend fin	Time Zone — Fuseau horaire
At /à: 2:00 p.m. (hours/heures)	EST (Eastern Standard Time) / <input checked="" type="checkbox"/> HNE (heure normale de l'Est)
On / le : <b>2014-02-25</b> (yyyy-mm-dd) / (aaaa-mm-jj)	EDT (Eastern Daylight Saving Time) / <input type="checkbox"/> HAE (heure avancée de l'Est)

F.O.B. — F.A.B.  
**Plant-Usine:**  **Destination:**  **Other — Autre:**

Address Enquiries to — Adresser toutes questions à:  
 Kayla Pordonick  
 Kayla.Pordonick@justice.gc.ca

Telephone No. — No de téléphone: 613-291-9641 613-808-1457	FAX No. — No de télécopieur :
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Destination - of Goods and or Services:  
 Destination – des biens et ou services :  
 Department of Justice, Headquarters, Ottawa, Ontario

Delivery Required — Livraison exigée See herein — voir aux présentes	Delivery Offered — Livraison proposée
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Vendor/Firm Name and Address — Raison sociale et adresse du fournisseur/de l'entrepreneur:

Telephone No. — No de téléphone:	FAX No. — No de télécopieur :
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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. Introduction

The Request for Standing Offers (RFSO) is divided into seven parts plus attachments and annexes, as follows:

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

**Part 2** Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;

**Part 3** Offer Preparation Instructions: provides Offerors with instructions on how to prepare their offer to address the evaluation criteria specified;

**Part 4** Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, if applicable, and the basis of selection;

**Part 5** Certifications: includes the certifications to be provided;

**Part 6** Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by Offerors; and

**Part 7** 7A Standing Offer, and 7B, Resulting Contract Clauses:

7A includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;

7B includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Statement of Work, the Security Requirements Check List, the Non-Disclosure Agreement and the Standing Offer Activity Report.

### 2. Summary

The Department of Justice has the mandate to support the dual roles of the Minister of Justice and the Attorney General of Canada. Under Canada's federal system, the administration of justice is an area of shared jurisdiction between the federal government and the provinces. It also has a responsibility for reporting and investigating security incidents and taking corrective action. These investigations must be objective, thorough and are conducted by trained, qualified persons, with due respect to the rights and understanding of the obligations of the individuals involved.

This requirement is for Work in **Security** and includes investigation related activities: investigation/ prosecution of cases, hearings of administrative/ criminal cases, legal research or Ombudsman or related operational activities in a government environment or a large corporate security environment, as defined in the Statement of Work and in the specific requirements of each call-up.

The Department of Justice requires the services of **up to three Contractors** to provide Investigation Services by, two Investigators (one bilingual) on an "as and when request" basis, throughout its six Regions and National Headquarters located in Ottawa to:



- a) perform review of various types of files, including electronic or digital media and conduct data analysis, research and writing required to identify all factual and systemic issues relevant to program and services provided by or administered by the Department of Justice;
- b) plan and conduct investigations, further ongoing investigation when required and case management activities for complaints received or incidents incurred by the Department of Justice;
- c) identify potential issues relevant to programs and services provided by or administered by the Department of Justice; and
- d) research specific cases or topics and provide advice and or conduct fact finding activities and examinations, determine fairness of process/policy, conduct interviews, manage case files and prepare preliminary and final reports on specifically identified cases or issues.
- e) provide advice and assistance for the development of procedures reporting and investigating security incidents and resulting corrective action.

as outlined in the Statement of Work, attached at Annex A.

Investigation of harassment complaints are not included within the scope of these Investigation Services.

It is anticipated that up to **three Standing Offers** may be issued. The for Call-up Procedure is outlined in Part 7 – Standing Offer and Resulting Contract Clauses, Clause 7, Call-up Procedures, Ranking and Methodology for Multiple Standing Offers.

**Location of Work:** Unless otherwise stated, the Contractor's work must take place primarily at the Contractor's premises. Some meetings will be conducted in person at the Department's headquarters in the National Capital Region (NCR). The Department will provide the Contractor with the relevant case files and content material, as appropriate and as required, as determined by the Justice Canada for the completion of work specified under any Call-up. **It is understood and agreed that any material and/or case files given to the Contractor to review must never, under any circumstances, be removed from the government premises located at Justice Headquarters in Ottawa.**

The Contractor must be responsible for their own cost of travel between the Contractor's place of business and the Department's Headquarters in the NCR. *Offerors should note that travel costs for meetings and review of documents in the NCR must be included in their firm daily rates at Part 4, Evaluation Procedures and Basis of Selection, Para 1.2 Financial Evaluation, 1.3 Note to Offerors (Page 16).*

Secure remote access to relevant information as determined by the Project Authority will be made available to the Contractor. Storage of electronic Work information must be kept on the secure Justice site. Any hardcopies of drafts must be destroyed immediately and never retained by the Offeror.

**The period for making call-ups against the Standing Offer is for a period of two years**, from date of award with the **options to extend its offer for an additional three, one-year periods**, under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

This requirement is limited to Canadian goods and/or services.



For services requirements, Offerors in receipt of a pension or a lump sum payment must provide the required information as detailed in article 3 of Part 2 of the Request for Standing Offers (RFSO).

#### **NOTE TO OFFERORS:**

The quantity of goods, level of services and estimated expenditure specified in the RFSO are only an approximation of requirements given in good faith. *A RFSO does not commit Justice Canada to authorize the utilization of a standing offer or to procure or contract for any goods, services or both.* A standing offer is not a contract. The issuance by Justice Canada of a Standing Offer and Call-up Authority to successful suppliers and to Justice Canada authorities authorized to make call-ups does not constitute an agreement by Canada to order any or all of the goods, services or both offered.

In addition note that under Part 7 – Standing Offer and Resulting Contract Clauses, Clause 3.1 makes reference to and incorporates General Conditions – Standing Offers – Goods or Services (SACC Clause 2005 2012-11-19) in any resulting call-up contract. It states:

*The Offeror acknowledges that a standing offer is not a contract and that the issuance of a Standing Offer and Call-up Authority does not oblige or commit Canada to procure or contract for any goods, services or both listed in the Standing Offer. The Offeror understands and agrees that Canada has the right to procure the goods, services or both specified in the Standing Offer by means of any other contract, standing offer or contracting method.*

### **3. Security Requirement**

There is a security requirement associated with this Request for Standing Offer. The Offeror must, at all times during the performance of the Standing Offer, hold a valid Facility Security Clearance at the level of SECRET, issued by the the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC). The Offeror's personnel requiring access to PROTECTED/CLASSIFIED information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of SECRET, granted or approved by CISD/PWGSC. For additional information consult Part 6 – Security, Financial and Insurance Requirements, and Part 7A – Standing Offer.

### **4. Debriefings**

After issuance of a Standing Offer, Offerors may request a debriefing on the results of the request for Standing Offers process. Offerors should make the request to the Standing Offer Authority within fifteen (15) working days of receipt of the results of the request for Standing Offers process. The debriefing may be in writing, by telephone or in person.

### **5. Key Terms**

“DOJ” - means Department of Justice

“942J, Call-up” – means once a Standing Offer is issued, and DOJ completes the 942J call up instrument, detailing the services required, and forwarding to the Offeror, a contract is in place between the DOJ and the Contractor, as per the terms and conditions set out in the Standing Offer document.



## PART 2 - OFFEROR INSTRUCTIONS

### 1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the *Standard Acquisition Clauses and Conditions* (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual issued by Public Works and Government Services Canada.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The 2006 (2012-03-02), Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of 2006, Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days

Insert: one-hundred and twenty (120) days

### 2. Submission of Offers

**Offers must submit only to:**

**Kayla Pordonick  
Department of Justice Canada  
100 Metcalfe Street, URB 738  
Main Floor – Security Guard (Security Guard - please call 613 724 1521)  
Ottawa, Ontario K1A 0H7**

**by the date, time and place indicated on page 1 of the Request for Standing Offers.**

Due to the nature of the Request for Standing Offers, transmission of offers, by facsimile to the Department of Justice will not be accepted.

### 3. Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than ten (10) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by Offerors 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 Offerors do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all Offerors. Enquiries not submitted in a form that can be distributed to all Offerors may not be answered by Canada.



#### **4. Applicable Laws**

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province of Ontario, Canada.

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, 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 offerors.



## PART 3 - OFFER PREPARATION INSTRUCTIONS

### 1. Offer Preparation Instructions

Department of Justice requests that Offerors provide their offer in separately bound sections as follows:

Section I: Technical Offer (4 hard copies)

Section II: Financial Offer (1 hard copy)

Section III: Certifications (1 hard copy)

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

1.2 Department of Justice requests that Offerors follow the format instructions described below in the preparation of their offer.

- a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- b) use a numbering system that corresponds to that of the Request for Standing Offer.

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>).

1.3 To assist Department of Justice in reaching its objectives, Offerors are encouraged to:

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

### 2. Section I: Technical Offer

2.1 In their technical offer, Offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work. Part 4, Evaluation Procedures and Basis of Selection, Clause 1.1 refers.

Experience used to demonstrate compliancy must include the following information:

- a) The client organization;
- b) The dates/duration of the investigations;
- c) A description of the investigation, including the scope and elements of the framework, and the results/outcomes of the work undertaken by the proposed resource;
- d) Description of the activities performed by the proposed resource;
- e) The name and contact information of the client Project Authority.

2.2 Bidders are also advised that the month(s) of experience listed for an investigation or experience whose timeframe overlaps that of another referenced investigation or experience will only be counted once. For example: Investigation 1 timeframe is July 2001 to December 2002;



Investigation 2 timeframe is October 2001 to January 2002; the total experience for these two investigation references is seven (7) months.

- 2.3 In their technical bid, bidders will demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders will demonstrate their capability in a thorough, concise and clear manner for carrying out the work. The technical bid must 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.
- 2.4 The technical bid consists of the following:
- (a) **Security, Financial & Other Requirements:** As required by Part 6 of the bid solicitation.
  - (b) **Résumés for Proposed Resources:** Unless specified otherwise in the RFP, the technical bid must include résumés for the resources identified in the bid solicitation that demonstrate that each proposed individual meets the qualification requirements described (including any educational requirements, work experience requirements, and professional designation or membership requirements). With respect to résumés and resources:
    - i. Proposed resources may be employees of the Bidder or employees of a subcontractor, or these individuals may be independent contractors to whom the Bidder would subcontract a portion of the Work. (refer to Part 5, Certifications). For educational requirements for a particular degree, designation or certificate, the Contracting Authority of the Identified User will only consider educational programmes that were successfully completed by the resource by the time of bid closing. Offerors should include a copy of their diploma, or a means of confirmation by Justice, if applicable. Justice reserves the right to request proof of education.
    - ii. For requirements relating to professional designation or membership, the resource must have the required designation or membership by the time of bid closing and must continue, where applicable, to be a member in good standing of the profession's governing body throughout the evaluation and Contract Period.
    - iii. For work experience, the Contracting Authority of the Identified User will not consider experience gained as part of an educational programme, except for experience gained through a formal co-operative programme at a post-secondary institution.
    - iv. For any requirements that specify a particular time period (e.g., 2 years) of work experience, the Contract Authority of the Identified User will disregard any information about experience if the individual's résumé does not include the relevant dates for the experience claimed (i.e., the start date and end date). Bidders are also advised that the month(s) of experience listed for an investigation or experience whose timeframe overlaps that of another referenced investigation or experience will only be counted once. For example: Investigation 1 timeframe is July 2001 to December 2001; Investigation 2 timeframe is October 2001 to January 2002; the total experience for these two investigation references is seven (7) months.
    - v. For work experience to be considered by the Contracting Authority of the Identified User, the résumé must not simply indicate the title of the individual's position, but must demonstrate that the resource has the required work experience by explaining the responsibilities and work performed by the individual while in that position. The Bidder should provide complete details as to where, when, month and year, and how, through which activities/responsibilities, the stated qualifications/experience were obtained. In situations in which a proposed resource worked at the same time



on more than one project, only one project will be counted toward any requirements that relate to the individual's length of experience.

- (c) **Customer Reference Contact Information:** The Bidder must provide **two** customer references who can confirm the facts identified in the Bidder's proposal for the Offeror and **one** reference for each of the proposed resources. For each customer reference, the Bidder must provide the name, telephone number and e-mail address (unless the individual does not have an e-mail address) for a contact person. If the named individual is unavailable when required during the evaluation period, the Bidder may provide the name and contact information of an alternative contact from the same customer.

### 3. **Section II: Financial Offer**

Offerors must submit their financial offer in accordance with Part 4, Evaluation Procedures and Basis of Selection, Clause 1.2. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

### 4. **Payment by Credit Card**

Department of Justice requests that Offerors complete one of the following:

- a) Government of Canada Acquisition Cards (credit cards) will be accepted for payment of call-ups against the Standing Offer.

The following credit card(s) are accepted:

VISA \_\_\_\_\_ and/or,

Master Card \_\_\_\_\_

- b) Government of Canada Acquisition Cards (credit cards) will not be accepted for payment of call-ups against the Standing Offer.
- c) The Offeror is not obligated to accept payment by credit card. Acceptance of credit cards for payment of call-ups will not be considered as an evaluation criterion.

### 5. **Section III: Certifications**

Offerors must submit the certifications required under Part 5.



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

**1. Evaluation Procedures**

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of the Department of Justice will evaluate the offers.
- (c) The evaluation team will determine first if there are three (3) or more offers with a valid Canadian Content certification. In that event, the evaluation process will be limited to the offers with the certification; otherwise, all offers will be evaluated. If some of the offers with a valid certification are declared non-responsive, or are withdrawn, and less than three responsive offers with a valid certification remain, the evaluation will continue among those offers with a valid certification. If all offers with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other offers received will be evaluated.

**1.1 Technical Evaluation**

**(a) Mandatory Requirements**

The Mandatory Requirements listed below will be evaluated on a pass/fail (i.e. compliant/non-compliant) basis. Proposals which fail to meet the Mandatory Requirements will be deemed non-responsive and given no further consideration.

Proposals **MUST** demonstrate compliance with all of the following Mandatory Requirements and **MUST** provide the necessary documentation to support compliance as stated in Part 3, Section 1: Technical Offer.

No.	Mandatory Requirements	Substantiating Detail/Proposal Reference		Pass/Fail
M1	<p><i>The Offeror</i> must have a minimum of five (5) years experience in providing Investigation services as described in the statement of work in Annex A to at least three (3) different clients over the past three (3) years.</p> <p>The <i>Offeror</i> must provide two references to confirm its capability as outlined above and one reference for each of the proposed resources.</p>			
M2	<p>Offeror must provide at least two <i>Resources</i> who both meet one of the following M2.1, M2.2, and/or M2.3 and have acquired experience conducting investigation related activities, as defined in the Statement of Work.</p> <p>(See Explanation below for experience): Curriculum Vitae for EACH Proposed Personnel must be included with your offer and must include the following:</p> <ul style="list-style-type: none"> <li>a) the name of the resource;</li> <li>b) the start date and end date of experience;</li> <li>c) language profile.</li> </ul>	<b>Resource 1</b>	<b>Resource 2</b>	



No.	Mandatory Requirements	Substantiating Detail/Proposal Reference		Pass/Fail
M2.1	A bachelor's degree in the field of Administration, Social Sciences, Criminology, Law or equivalent and possess five (5) years of investigative experience OR			
M2.2	two (2) year college diploma in a related field and seven (7) years of investigative experience in the past ten (10) years. OR			
M2.3	ten (10) years of investigative experience in the past thirteen (13) years			
M3	The proposed resources must have worked or contracted in M3.1 and/or M3.2:			
M3.1	Government security environment Government context definition: a) Federal government departments/agencies <a href="http://www.canada.gc.ca/depts/major/depindeng.html">http://www.canada.gc.ca/depts/major/depindeng.html</a> ; and/or b) Crown corporations <a href="http://www.tbs-sct.gc.ca/qov-gouv/rc-cr/links-liens-eng.asp">http://www.tbs-sct.gc.ca/qov-gouv/rc-cr/links-liens-eng.asp</a> ; and/or c) Provincial government and will also accept hospitals, universities and colleges; and/or d) Municipal government and will also accept school boards.			
M3.2	Large corporate security environment Large National Corporation definition: Large National Corporation can be defined as a company that operates in at least 3 provinces in Canada and has more than 250 employees.			
M4	The bidder and both proposed resources must have as a minimum a <b>SECRET</b> clearance at the time of bid closing.			
M5	At least one proposed resource must be able to read documentation, produce reports and conduct interviews in both official languages FLUENTLY (English and French) as demonstrated through projects and work experience.			
M6	One Investigation Report must be submitted for <b>EACH</b> Resource. The report can be redacted to protect the client. (These reports will be evaluated in Point Rated Criteria R4)			
M7	<b>Customer Reference Contact Information:</b> The Offeror must provide <b>two</b> customer references who can confirm the facts identified in the Bidder's proposal for the Offeror and <b>one</b> reference for each of the proposed resources. For each customer reference, the Bidder must provide the name, telephone number and e-mail address (unless the individual does not have an e-mail address) for a contact person. If the named individual is unavailable when required during the evaluation period, the Bidder may provide the name and contact information of an alternative contact from the same customer.			



**(b) Rated Evaluation Criteria**

The criteria contained herein will be used to evaluate each Proposal that has met all of the Mandatory Requirements. Bidders are advised to address these requirements in the following order and in sufficient depth in their proposals to enable a thorough assessment. The assessment will be based solely on the information contained within the Proposal. The proposal team may confirm information; seek clarification or presentation from Bidders.

Proposals MUST provide the necessary documentation to support compliance as stated in Part 3, Section 1: Technical Offer.

Proposals MUST achieve the stated minimum points required to be assessed as responsive under the Rated Requirements Section; proposals not meeting the minimum required points will be deemed non-responsive and given no further consideration.

Only those Proposals which are compliant with all of the Mandatory Requirements and then achieve (or exceed) the stated minimum points will be further considered for award of a contract.

No.	Rated Requirement	Point Rating	Substantiating Detail/Proposal Reference	
R1	<b>Offerer's years of experience in providing Investigation services as described in the statement of work in Annex A to at least three (3) different clients above the five (5) years of experience outlined in M1.</b>	2 points for each additional year up to a maximum of 10 points		
			<b>Resource 1</b>	<b>Resource 2</b>
R2	<b>Offeror's Proposed Resources Education and Experience</b>	<b>Maximum 60 points</b>		
R2.1	Years of investigative experience above the 5 years outlined in Mandatory Criteria M2.1 for a Bachelor's degree in the field of Administration, Social Sciences, Criminology, Law or equivalent .	5 points for each additional year up to a maximum of 30 points for each proposed resource		
R2.2	Years of investigative experience above the 7 years outlined in Mandatory Criteria M2.2 for a two (2) year college diploma in a related field.	4 points for each additional year up to a maximum of 20 points for each proposed resource		
R2.3	Years of investigative experience above the 10 years of investigative experience outlined in Mandatory M2.3.	3 points for each additional year up to a maximum of 15 points for each proposed resource		
R3	<b>Demonstrated Projects - Levels of Intervention</b>	<b>Max 40 Points total (20 points for each proposed resource)</b>		
R3.1	Levels of Intervention Level 1 (Confirm the facts; identify broader considerations.	Maximum 5 points for each proposed project for each resource 1 point for each		



		project		
R3.2	Levels of Intervention Level 2 (2 pts for each project) Conduct research and analysis; recommend changes to processes and/or practices.	<b>Maximum 10 points</b> 2 points for each project for each proposed resource		
R3.3	Levels of Intervention Level 3 (3 pts for each project) Conduct extensive research and analysis; focus on systemic issues; prepare findings and recommendations.	<b>Maximum 15 points</b> 3 points for each project for each proposed resource		
R3.4	Levels of Intervention: Level 4 - Involving complex regulatory and/or legislative systemic issues; develop findings and recommendations.	<b>Maximum 20 points</b> 4 points for each project for each proposed resource.		
<b>R4</b>	<b>Sample of report authored by the proposed resources</b>	<b>50 points</b> <b>Maximum 25 points for each proposed resource</b>		
R4.1	Complexity of Project	<b>10 points maximum.</b> <b>10 pts:</b> Levels 3 or 4 intervention, multiple environments with multiple investigatees. <b>5 pts:</b> Levels 3 or 4 intervention, single environment with single investigatee. <b>0 pts:</b> Level intervention, single environment with single investigatee.		
R4.2	Recommendations	<b>5 points maximum.</b> <b>5 pts:</b> comprehensive recommendations which include departmental policies, procedures, logical, well-defined conclusion and recommendations <b>3 pts:</b> recommendations not inclusive of all aspects, conclusion vague or incomplete. <b>0 pts:</b> superficial recommendations		
R4.3	Flow/Structure	<b>5 points</b>		



		<p><b>maximum. 5 pts:</b> Well organized, easy to follow, sequential display of information, comprehensive but well summarized - brief in form but comprehensive in scope.</p> <p><b>3 pts:</b> somewhat organized and easy to follow, information somewhat disorganized and lengthy.</p> <p><b>0 pts:</b> not organized, not a logical flow of information and lengthy.</p>		
R4.4	Concise	<p><b>5 points maximum.</b></p> <p><b>5 pts:</b> Precise, to the point and summarized.</p> <p><b>3 pts:</b> Missing information, rambling and missing information.</p> <p><b>0 pts:</b> Unclear</p>		
<b>Total Max 160 points Pass: 80 points</b>				

**1.2 Financial Evaluation**

- (a) Offeror must quote an all inclusive rate per item(s) as listed below, exclusive of HST/GST. *Please refer to Clause 4 (b) Travel and Living Expenses, Section B – Resulting Contract Clauses and Annex A, Statement of Work, Clause 11.3 as in some cases, travel and living expenses must be included in your firm per diem rate.*
- (b) Offeror must provide rates on the initial 2-year period of the Standing Offer; as well as, rates on the two (2) two (2)-year option periods.
- (c) The rates of the offer will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded, FOB destination, Canadian customs duties and excise taxes included.
- (d) The quoted rates from the below table will be used for the financial evaluation.
- (e) The evaluated price will be calculated by the sum of firm daily rates for both resources for the period of the proposed standing offer and option years.



Category	Firm Daily Rates					
	Period of Standing Offer		1 <sup>st</sup> Option	2 <sup>nd</sup> Option	3 <sup>rd</sup> Option	Total Each Resource
	(Year 1)	(Year 2)	(Year 3)	(Year 4)	(Year 5)	
Investigator 1	\$	\$	\$	\$	\$	\$
Investigator 2	\$	\$	\$	\$	\$	\$
Evaluated Price - Total for both Investigators for all years:						\$

**1.3 Note to Offerors:**

The following travel and living expenses associated with the Statement of Work are not subject Travel and Living Expenses paid by Canada and **must be included in the firm daily rate** (Part 7 – Standing Offer and Resulting Contract Clauses, Part B – Resulting Contract Clauses, Clause 4 – Payment, Clause 4.1 Basis of Payment – Firm Price Services):

- (i) **Review of relevant case files and content material**, as appropriate and as required as determined by Justice Canada, for the completion of work specified under any Call-up (Statement of Work, Clause SW 9.2 refers) **at Headquarters in Ottawa**, Ontario. It is understood and agreed that any material and/or case files given to the Contractor to review must never, under any circumstances, be removed from the government premises. Associated travel and living expenses are included the in the firm daily rate and will not be reimbursed. The costs associated for travel between the Contractor's place of business and the Department's Headquarters in Ottawa are included in the firm daily rate.
- (ii) In addition, some **meetings will be conducted in person at the Department's Headquarters** in the Ottawa. The Contractor's cost of travel between the Contractor's place of business and the Department's Headquarters in Ottawa are included in the firm daily rate.
- (iii) There may be occasional requirement for Contractor to **work on a temporary basis at the Department's Headquarters in Ottawa**. The Contractor's cost of travel between the Contractor's place of business and the Department's Headquarters in Ottawa are included in the firm daily rate.

**2. Basis of Selection**

**Evaluation Procedures**

Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.

An evaluation team composed of representatives of the Department of Justice will evaluate the offers.

- (a) The evaluation team will determine first if there are three (3) or more offers with a valid **Canadian Content certification**. In that event, the evaluation process will be limited to the offers with the certification; otherwise, all offers will be evaluated. If some of the offers with a valid certification are declared non-responsive, or are withdrawn, and less than three responsive offers with a valid certification remain, the evaluation will continue among those offers with a valid certification. If all offers with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other offers received will be evaluated.



- (b) The selection process to determine the successful Bidder will be carried out as follows:

In order to expedite the evaluation process, Justice Canada reserves the right to conduct Step 3 - Evaluation of Financial Proposals concurrently with Steps 1 and 2. Should Justice Canada elect to conduct Step 3 prior to the completion of Step 2, the information in the Financial Proposal will not be disclosed to the team evaluating the mandatory and rated sections until the completion of Steps 1 and 2. However, if the Contracting Authority is able to ascertain that a proposal is non-compliant by virtue of incomplete or an error in the financial proposal, the Contracting Authority will advise the team evaluating the mandatory and rated sections that the proposal is not compliant and should no longer be considered. The concurrent evaluation of the financial proposal does not in any way construe compliance in Steps 1 and 2, despite the statement "All bids meeting the minimum thresholds in Step 2 will proceed to Step 3". The individual performing the financial evaluation will be independent from the evaluation process and all information will be kept confidential.

- (c) **Step 1 – Evaluation Against Mandatory Criteria**

Proposals will be evaluated to determine if all the mandatory requirements detailed in this RFSO including Part 5, Certifications, Part 6, Security, Financial and Insurance Requirements and Part 4, 1.1 Technical Evaluation, (a) Mandatory Requirements, have been met. Only those proposals meeting ALL mandatory requirements will then be evaluated in accordance with Step 2 below.

- (d) **Step 2 – Evaluation Against Point-Rated Criteria**

Proposals will be evaluated and scored in accordance with the point-rated evaluation criteria detailed previously in Part 4 – Evaluation Procedures and Basis of Selection, 1.1 Technical Evaluation, (b) Rated Evaluation Criteria.

Any proposal that does not achieve a minimum score of 60% for each proposed resource will be considered non-compliant and will receive no further consideration.

All bids meeting the minimum thresholds in Step 2 will proceed to Step 3.

- (e) **Step 3 – Evaluation of Financial Proposals**

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 Part 4 – Evaluation Procedures and Basis of Selection, 1.2 Financial Evaluation.

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 RFP.

Failure or refusal to provide a price or rate for any item, shall be considered as failing to meet a mandatory requirement of the RFSO and therefore, the Bidder's proposal shall be given no further consideration.

- (f) **Step 4 – Selection**

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer.



**Highest Combined Rating of Technical Merit (70%) and Price (30%) Score**

To determine an overall score for each proposal, technical and price will each be given a rating value; in this case, 70% for technical and 30% for price, and then combined to derive a total combined rating.

The scoring of technical merit will be derived by prorating the technical score on the point-rated criteria against the stipulated total available points. The scoring of price will be derived by giving full marks to the lowest priced technically compliant proposal and prorating all other compliant proposals accordingly.

Note: In this example, the maximum points available is 30 (perfect score for technical rating).

The following example illustrates how the total combined rating is determined using a ratio of 70% technical and 30% price:

The following example illustrates how the total combined rating is determined using a ratio of 70% technical and 30% price:

Offeror	Technical Points (out of possible 30 points)	Technical Score (70%)	Bid Price	Price Score (30%)	Total Combined Rating
<b>A</b>	21	$21/30 \times 70 = 49$	<b>\$500,000*</b>	$\$500,000/\$500,000 \times 30 = 30$	79
<b>B</b>	23	$23/30 \times 70 = 53.67$	\$700,000	$\$500,000/\$700,000 \times 30 = 21.43$	77.46
<b>C</b>	26	$26/30 \times 70 = 60.67$	\$750,000	$\$500,000/\$750,000 \times 30 = 20.01$	<b>80.68***</b>
<b>D</b>	27	$27/30 \times 70 = 63$	\$1,000,000	$\$500,000/\$1,000,000 \times 30 = 15$	78
<b>E</b>	<b>29**</b>	$29/30 \times 70 = 67.67$	\$1,500,000	$\$500,000/\$1,500,000 \times 30 = 10$	77.67

\* lowest priced technically compliant proposal  
 \*\* highest scoring technically compliant proposal  
 \*\*\*winning proposal

The Bidder(s) recommended for award of the Standing Offer will be the compliant Bidder(s) achieving the three highest combined rating of technical merit and price.



## PART 5 – CERTIFICATIONS

### 1. Certifications Precedent to Issuance of a Standing Offer

Offerors must provide the required certifications and documentation to be issued a standing offer.

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default, if any certification is found to be untrue whether during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply with this request will also render the Offer non-responsive or may result in the setting aside of the Standing Offer or will constitute a default under the Contract.

The certifications listed below should be completed and submitted with the offer, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirement within that time period will render the offer non-responsive.

#### 1.1 Code of Conduct and Certifications - Related documentation

By submitting an offer, the Offeror certifies that the Offeror and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Offer of Standard Instructions 2006. The related documentation therein required will assist Canada in confirming that the certifications are true.

#### 1.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

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

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

#### 1.3 Former Public Servant Certification

Contracts with 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, Offerors must provide the information required below.

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, in the context of the fee abatement formula, a pension or annual allowance paid under the *Public Service Superannuation Act* (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the *Supplementary Retirement Benefits Act*, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the *Canadian Forces Superannuation Act*, R.S., 1985, c. C-17, the *Defence Services Pension Continuation Act*, 1970, c. D-3, the *Royal Canadian Mounted Police Pension Continuation Act*, 1970, c. R-10, and the *Royal Canadian Mounted Police Superannuation Act*, R.S., 1985, c. R-11, the *Members of Parliament Retiring Allowances Act*, R.S. 1985, c. M-5, and that portion of pension payable to the *Canada Pension Plan Act*, R.S., 1985, c. C-8.

#### Former Public Servant in Receipt of a Pension

Is the Offeror a FPS in receipt of a pension as defined above?

**YES ( ) NO ( )**

If so, the Offeror must provide the following information:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

#### Work Force Reduction Program

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of a work force reduction program?

**YES ( ) NO ( )**

If so, the Offeror 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 reduction 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 the Goods and Services Tax or Harmonized Sales Tax.

#### 1.4 Education and Experience

The Offeror certifies that all the information provided in the résumés and supporting material submitted with its offer, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Offeror to be true and accurate. Furthermore, the Offeror warrants that every individual offered by the Offeror for the requirement is capable of performing the Work resulting from a call-up against the Standing Offer.

\_\_\_\_\_  
Authorized Firm's Signature

\_\_\_\_\_  
Date

#### 1.5 Status and Availability of Resources

The Offeror certifies that, should it be issued a standing offer as a result of the Request for Standing Offer, every individual proposed in its offer will be available to perform the Work resulting from a call-up against the Standing Offer as required by Canada's representatives and at the time specified in a call-up or agreed to with Canada's representatives. If for reasons beyond its control, the Offeror is unable to provide the services of an individual named in its offer, the Offeror may propose a substitute with similar qualifications and experience. The Offeror must advise the Standing Offer 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 Offeror: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Offeror has proposed any individual who is not an employee of the Offeror, the Offeror 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 Offeror must, upon request from the Standing Offer Authority, provide a written confirmation, signed by the individual, of the permission given to the Offeror and of his/her availability. Failure to comply with the request may result in the offer being declared non-responsive.

\_\_\_\_\_  
Authorized Firm's Signature

\_\_\_\_\_  
Date

#### 1.6 Canadian Content Definition (A3050T)

1. **Canadian good:** A good wholly manufactured or originating in Canada is considered a Canadian good. A product containing imported components may also be considered Canadian for the purpose of this policy when it has undergone sufficient change in Canada, in a manner that satisfies the definition specified under the *North American Free Trade Agreement* (NAFTA) Rules of Origin. For the purposes of this determination, the reference in



the NAFTA Rules of Origin to "territory", is to be replaced with "Canada". (Consult Annex 3.6(9) of the *Supply Manual*.)

For photocopiers, computers and office equipment within Federal Supply Classification (FSC) groups 36, 70 and 74, see paragraph 6.(a)).

2. **Canadian service:** A service provided by an individual based in Canada is considered a Canadian service. Where a requirement consists of only one service, which is being provided by more than one individual, the service will be considered Canadian if a minimum of 80 percent of the total bid price for the service is provided by individuals based in Canada.
3. **Variety of goods:** When requirements consist of more than one good, one of the two methods below is applied:
  - a. aggregate evaluation: no less than 80 percent of the total bid price must consist of Canadian goods; or,
  - b. item by item evaluation: in some cases, the bid evaluation may be conducted on an item-by-item basis and contracts may be awarded to more than one supplier. In these cases, suppliers will be asked to identify separately each item that meets the definition of Canadian goods.
4. **Variety of services:** For requirements consisting of more than one service, a minimum of 80 percent of the total bid price must be provided by individuals based in Canada.
5. **Mix of goods and services:** When requirements consist of a mix of goods and services, no less than 80 percent of the total bid price must consist of Canadian goods and services (as defined above).

For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult Annex 3.6.(9), Example 2, of the *Supply Manual*.

6. **Other Canadian goods and services:**
  - a. For photocopiers, computers and office equipment within FSC groups 36, 70 and 74, only the products of the following firms are considered Canadian goods:
    - i. MERIT Partner under the MERIT Partnership Program (administered by Industry Canada [IC] and Public Works and Government Services Canada [PWGSC]);
    - ii. Companies which, on March 31, 1992, were allocated to Priority Group 1 under the Priority Groups Policy in effect at that time; or
    - iii. CIRCLE Canada companies as agreed on by IC and PWGSC.
  - b. Textiles: Textiles are considered to be Canadian goods according to a modified rule of origin, copies of which are available from the Clothing and Textiles Division, Commercial and Consumer Products Directorate.

## 1.7 Canadian Content Certification

This procurement is limited to Canadian goods.

The Offeror certifies that:



( ) the good(s) offered are Canadian goods as defined in paragraph 1 of clause A3050T (see 1.4 above.)

\_\_\_\_\_  
Authorized Firm's Signature

\_\_\_\_\_  
Date

**1.8 Non-disclosure Agreement:**

It is requested that the Offer submit a copy of the following, signed by their proposed resources with their proposal. It is mandatory that it be signed by the proposed resources prior to Standing Offer award.

**Non-Disclosure Agreement**

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

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

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

I agree that the obligation of this agreement will survive the completion of the Standing Offer No:

\_\_\_\_\_.

\_\_\_\_\_  
Signature



### 1.9 Firm Organization's Profile and Subcontractors

#### Firm Organization's Profile

You are requested to provide the certificate of incorporation and provide the information listed below:

Legal Corporate Name of the Offeror: \_\_\_\_\_  
Operating as: (if applicable) \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

Complete Address:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Registered or Incorporated: Federally: Yes \_\_\_ No \_\_\_ Provincially: Yes \_\_\_ No \_\_\_

Sole Proprietorship \_\_\_ Partnership \_\_\_ Corporate Entity \_\_\_\_\_

Business Number \_\_\_\_\_  
Procurement Business Number: \_\_\_\_\_  
Owner(s) of the Firm: \_\_\_\_\_

#### List of Proposed Subcontractors

If the bid includes the use of subcontractors, the Offeror MUST provide a list of all subcontractors including a description of the things to be purchased, a description of the work to be performed and the location of the performance of that work. The list should not include the purchase of off-the-shelf items, software and such standard articles and materials as are ordinarily produced by manufacturers in the normal course of business, or the provision of such incidental services as might ordinarily be subcontracted in performing the Work.

\_\_\_\_\_ Yes, Subcontractors will be used. See list below.  
\_\_\_\_\_ No, Subcontractors will not be used.

#### Subcontractors:

Name/Company	Address:	Description of work
_____	_____	_____
_____	_____	_____
_____	_____	_____

### 1.10 Certification

By submitting an offer, the Offeror certifies that the information submitted by the Offeror in response to the above requirements is accurate and complete.

\_\_\_\_\_  
Authorized Firm's Signature

\_\_\_\_\_  
Date



## PART 6 – SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

### 1. Security Requirement

- 1.1 At the Request for Standing Offers closing date:
  - a. the Offeror must hold a valid organization security clearance at the level of SECRET as indicated in Part 7A - Standing Offer;
  - b. the Offeror's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement at the level of SECRET as indicated in Part 7A - Standing Offer;
  - c. the Offeror must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.
- 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 Web site.

### 2. Financial Capability

1. **Financial Capability Requirement:** The Offeror must have the financial capability to fulfill this requirement. To determine the Offeror's financial capability, the Standing Offer Authority may, by written notice to the Offeror, require the submission of some or all of the financial information detailed below during the evaluation of offers. The Offeror must provide the following information to the Standing Offer Authority within fifteen (15) working days of the request or as specified by the Standing Offer Authority in the notice:
  - a. Audited financial statements, if available, or the unaudited financial statements (prepared by the Offeror's outside accounting firm, if available, or prepared in-house if no external statements have been prepared) for the Offeror's last three fiscal years, or for the years that the Offeror has been in business if this is less than three years (including, as a minimum, the Balance Sheet, the Statement of Retained Earnings, the Income Statement and any notes to the statements).
  - b. If the date of the financial statements in (a) above is more than five months before the date of the request for information by the Standing Offer Authority, the Offeror must also provide, unless this is prohibited by legislation for public companies, the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement), as of two months before the date on which the Standing Offer Authority requests this information.
  - c. If the Offeror has not been in business for at least one full fiscal year, the following must be provided:
    - i. the opening Balance Sheet on commencement of business (in the case of a corporation, the date of incorporation); and
    - ii. the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement) as of two months before the date on which the Standing Offer Authority requests this information.



- d. A certification from the Chief Financial Officer or an authorized signing officer of the Offeror that the financial information provided is complete and accurate.
  - e. A confirmation letter from all of the financial institution(s) that have provided short-term financing to the Offeror outlining the total of lines of credit granted to the Offeror and the amount of credit that remains available and not drawn upon as of one month prior to the date on which the Standing Offer Authority requests this information.
2. If the Offeror is a joint venture, the financial information required by the Standing Offer Authority must be provided by each member of the joint venture.
  3. If the Offeror is a subsidiary of another company, then any financial information in 1. (a) to (e) above required by the Standing Offer Authority must be provided by the ultimate parent company. Provision of parent company financial information does not satisfy the requirement for the provision of the financial information of the Offeror, and the financial capability of a parent cannot be substituted for the financial capability of the Offeror itself unless an agreement by the parent company to sign a Parental Guarantee, as drawn up by Department of Justice, is provided with the required information.
  4. **Financial Information Already Provided to Department of Justice:** The Offeror is not required to resubmit any financial information requested by the Standing Offer Authority that is already on file at Department of Justice, provided that within the above-noted time frame:
    - a. the Offeror identifies to the Standing Offer Authority in writing the specific information that is on file and the requirement for which this information was provided; and
    - b. the Offeror authorizes the use of the information for this requirement.

It is the Offeror's responsibility to confirm with the Standing Offer Authority that this information is still on file with Department of Justice.

5. **Other Information:** Department of Justice reserves the right to request from the Offeror any other information that Department of Justice requires to conduct a complete financial capability assessment of the Offeror.
6. **Confidentiality:** If the Offeror provides the information required above to Department of Justice in confidence while indicating that the disclosed information is confidential, then Department of Justice will treat the information in a confidential manner as permitted by the *Access to Information Act*, R.S., 1985, c. A-1, Section 20(1) (b) and (c).
7. **Security:** In determining the Offeror's financial capability to fulfill this requirement, Department of Justice may consider any security the Offeror is capable of providing, at the Offeror's sole expense (for example, an irrevocable letter of credit from a registered financial institution drawn in favour of Department of Justice, a performance guarantee from a third party or some other form of security, as determined by Department of Justice).

### 3. Insurance Requirements

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.



## PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

### A. STANDING OFFER

#### 1. Offer

The Offeror offers to fulfill the requirement in accordance with the Statement of Work at Annex A.

#### 1.1 Handling of Personal Information

The Offeror acknowledges that Canada is bound by the *Privacy Act*, R.S., 1985, c. P-21, with respect to the protection of personal information as defined in the Act. The Offeror must keep private and confidential any such personal information collected, created or handled by the Offeror under the Contract, and must not use, copy, disclose, dispose of or destroy such personal information except in accordance with this clause and the delivery provisions of the Contract.

All such personal information is the property of Canada, and the Offeror has no right in or to that information. The Offeror must deliver to Canada all such personal information in whatever form, including all working papers, notes, memoranda, reports, data in machine-readable format or otherwise, and documentation which have been made or obtained in relation to the Contract, upon the completion or termination of the Contract, or at such earlier time as Canada may request. Upon delivery of the personal information to Canada, the Offeror will have no right to retain that information in any form and must ensure that no record of the personal information remains in the Offeror's possession.

#### 1.2 Non-Disclosure Agreement

The Offeror must obtain from its employee(s) and/or subofferor(s) the signed Non-Disclosure Agreement attached at Annex C before they are given access to information by or on behalf of Canada in connection with the Work. This signed agreement will constitute an acknowledgement by the recipient that the information is owned by someone else and cannot be disclosed to a third party, nor can it be exploited by the recipient for personal gain. This automatically grants ownership of the Intellectual Property to the Crown.

#### 1.3 Non-Performance

In accordance with the unrestricted right of Canada to terminate the Contract for default if the Offeror fails any of its obligations under the Contract. The Standing offer authority notifies the Offeror that the Contract is terminated if the Standing offer authority deems that the work or services have not been performed in accordance with the Statement of Work and the tasks as outlined in the Call-up.

### 2. Security Requirement

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

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

The Contractor/Offeror MUST NOT remove any PROTECTED/CLASSIFIED information from the



identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.

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

The Offeror must comply with the provisions of the:

- (a) Security Requirements Check List , attached at Annex B;
- (b) Industrial Security Manual (Latest Edition).

### **3. Standard Clauses and Conditions**

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the *Standard Acquisition Clauses and Conditions* (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual issued by Public Works and Government Services Canada.

#### **3.1 General Conditions**

2005 (2012-11-19) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

#### **3.2. Standing Offers Reporting**

##### **Periodic Usage Reports – Standing Offer**

The Offeror must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Standing Offer. This data must include all purchases paid for by a Government of Canada Acquisition Card.

The Offeror must provide this data in accordance with the reporting requirements detailed in Annex "D". If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still provide a "NIL" report.

The data must be submitted on a quarterly basis to the Standing Offer Authority.

The quarterly 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;

4th quarter: January 1 to March 31.

The data must be submitted to the Standing Offer Authority no later than twenty (20) calendar days after the end of the reporting period.

### **4. Term of Standing Offer**



#### 4.1 Period of Standing Offer

The period for making call-ups against the Standing Offer is for a period of two years, from (date to be determined) to (date to be determined) (*to be inserted at time of issuance of Standing Offer*)

#### 4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional two (2), two (2) year periods, from: (date to be determined) to (date to be determined) under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority sixty (60) days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

### 5. Authorities

#### 5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Alain Denis  
Title: Manager

Department of Justice  
Contracting and Materiel Management Division  
100 Metcalfe Street  
7th floor  
Ottawa, ON K1A 0H8

Telephone: 613-808-1457  
E-mail address: alain.denis@justice.gc.ca

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

#### 5.2 Project Authority

The Project Authority for the Standing Offer is:

Name: (to be provided in Standing Offer)  
Title:  
Department of Justice  
Directorate:  
Address:  
Telephone:  
Facsimile:



E-mail address:

The Project Authority for the Standing Offer is identified in the call-up against the Standing Offer.

The Project Authority is the representative of the department for whom the Work will be carried out pursuant to a call-up against the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

### 5.3 Offeror's Representative

The Offeror has designated the following individual as the central point of contact for all matters pertaining to this Standing Offer:

Contact Name: (to be provided in Standing Offer

Title:

Telephone No.:

Facsimile:

E-mail address:

### 6. Proactive Disclosure of Former Public Servants - A3025C (2013-03-21)

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. Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: \_\_\_\_\_.

### 8. Call-up Procedures

#### Ranking and Methodology for Multiple Standing Offers

Right of first refusal basis:

The call-up procedures require that when a requirement is identified, the identified user will contact the highest-ranked offeror to determine if the requirement can be satisfied by that offeror. If the highest-ranked offeror is able to meet the requirement, a call-up is made against its standing offer. If that offeror is unable to meet the requirement, the identified user will contact the next ranked offeror. The identified user will continue and proceed as above until one offeror indicates that it can meet the requirement of the call-up. In other words, call-ups are made based on the "right of first refusal" basis. When the highest-ranked offeror is unable to fulfill the need, the identified user is required to document its file appropriately.

### 9. Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using form, Department of Justice 942J, Call-up Against a Standing Offer, a Government Acquisition Card or electronic document.



## 10. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed **\$(to be determined)** (Goods and Services Tax or Harmonized Sales Tax included).

## 11. Financial Limitation - Total

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of **\$(to be determined)** (*Goods and Services Tax or Harmonized Sales Tax excluded*) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or two months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

## 12. 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 call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2012-03-02), General Conditions - Standing Offers -Goods or Services;
- d) the general conditions 2010B (2012-03-02), General Conditions – Professional Services (Medium Complexity);
- e) Annex A, Statement of Work;
- f) Annex B, Security Requirements Check List;
- g) Annex C, Non-Disclosure Agreement;
- h) Annex D, Standing Offer Report;
- i) the Offeror's offer dated \_\_\_\_\_, \_\_\_\_\_ (*if the offer was clarified or amended, "as clarified on \_\_\_\_\_" or "as amended \_\_\_\_\_*).

## 13. Certifications

### 13.1 Compliance

Compliance with the certifications provided by the Offeror is a condition of authorization of the Standing Offer and subject to verification by Canada during the term of the Standing Offer and of any resulting contract that would continue beyond the period of the Standing Offer. In the event that the Offeror does not comply with any certification or it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

Non-Disclosure Agreement (Annex C) – the Offeror must ensure that any replacement personnel provided in the performance of any Call-ups under this Standing Offer comply with its terms by signing this document. The Contractor will retain signed copies to confirm compliance.



## 13.2 SACC Manual Clauses

### Status and Availability of Resources

If for reasons beyond its control, the Offeror is unable to provide the services of an individual named in its offer, the Offeror may propose a substitute with similar qualifications and experience. The Offeror must advise the Standing Offer 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 Offeror: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Offeror is unable to provide a substitute with similar qualifications and experience, Canada may set aside the standing offer.

## 14. Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario, Canada.

## 15. Replacement of Specific Individuals

If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.

If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:

the name, qualifications and experience of the proposed replacement; and  
proof that the proposed replacement has the required security clearance granted by Canada, if applicable.

The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.



**B. RESULTING CONTRACT CLAUSES**

**1. Statement of Work**

The Contractor must perform the work described in the call-up against the Standing Offer.

**2. Standard Clauses and Conditions**

**2.1 General Conditions**

2010B (2013-06-27), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

Section 15, Interest on Overdue Accounts, of 2010B (2013-06-27) General Conditions – Professional Services (Medium Complexity) will not apply to payments made by credit cards.

**3. Term of Contract**

**3.1 Period of the Contract**

The Work must be completed in accordance with the call-up against the Standing Offer.

**4. Payment**

**4.1 Basis of Payment – Firm Price Services**

**(a) Professional Fees – Standing Offer**

In consideration of the Contractor satisfactorily completing all of its obligations under the Call-up, the Contractor will be paid the following firm daily rates. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax (GST/HST) is extra, if applicable. Travel and living expenses, as outlined in (b) below are included in the firm daily rates. Partial days will be pro-rated based on a 7.5 hour day.

Category	Firm Daily Rates	
	Contract (Year 1)	Contract (Year 2)
Investigator	\$	\$
Investigator	\$	\$

**(b) Professional Fees – Options to Extend the period of the Standing Offer**

If the Department of Justice Canada exercises the option to extend the period of the Standing Offer, in consideration of the Contractor satisfactorily completing all of its obligations under the Call-up, the Contractor will be paid the following firm daily rates. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax (GST/HST) is extra, if applicable. Travel and living expenses, as outlined in (c) below are included in the firm daily rates. Partial days will be pro-rated based on a 7.5 hour day.



Category	Firm Daily Rates		
	1 <sup>st</sup> Option (Year 3)	2 <sup>nd</sup> Option (Year 4)	3 <sup>rd</sup> Option (Year 5)
Investigator	\$	\$	\$
Investigator	\$	\$	\$

**(c) Travel and Living Expenses (Applicable to Statement of Work, Clause 11)**

The following travel and living expenses associated with the Statement of Work are **included in the firm daily rate**:

- (i) **Review of relevant case files and content material**, as appropriate and as required as determined by Justice Canada, for the completion of work specified under any Call-up (Statement of Work, Clause SW 9.2 refers) **at Headquarters in Ottawa, Ontario**. It is understood and agreed that any material and/or case files given to the Contractor to review must never, under any circumstances, be removed from the government premises. Associated travel and living expenses are included in the firm daily rate and will not be reimbursed. The costs associated for travel between the Contractor's place of business and the Department's headquarters in Ottawa are included in the firm daily rate.
- (ii) In addition, some **meetings will be conducted in person at the Department's Headquarters** in the Ottawa. The Contractor's cost of travel between the Contractor's place of business and the Department's Headquarters in Ottawa are included in the firm daily rate.
- (iii) There may be occasional requirement for Contractor to **work on a temporary basis at the Department's Headquarters in Ottawa, Ontario**. The Contractor's cost of travel between the Contractor's place of business and the Department's Headquarters in Ottawa are included in the firm daily rate.

**(d) Other Travel and Living Expenses:**

There may be occasional travel requirement for the investigator(s). The requirement for travel will be identified and specified by the Project Authority in the Call-up document. Travel must be duly authorized in advance and undertaken in accordance with the Treasury Board Secretariat Travel Directive and invoiced separately. The Contractor will be reimbursed for the authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for overhead or profit, in accordance with the meal, private vehicle and incidental expense allowances specified in Appendices B, C and D of the Treasury Board Travel Directive, and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

All travel must have the prior authorization of the Project Authority. All payments are subject to government audit.

Estimated Cost: \$

**4.2. Limitation of Expenditure**

1. Canada's total liability to the Contractor under the Contract must not exceed \$ **TBD**. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the 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:

- a. 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.

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.

### 4.3 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.

### 4.4 Payment by Credit Card

The following credit cards are acceptable: \_\_\_\_\_ and \_\_\_\_\_.

### 5. Invoicing Instructions

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

Each invoice must be supported by:

- a) a copy of time sheets to support the time claimed;
- 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.

Invoices must be distributed as follows:

- a. The original and one (1) copy must be forwarded to the following address for certification and payment.

\_\_\_\_\_ (*Insert the name of the organization*)  
 \_\_\_\_\_ (*Insert the address of the organization*)



- b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.
- c. one (1) copy must be forwarded to the consignee.

## **6. Insurance**

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

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.



## ANNEX A - STATEMENT OF WORK

### SW1 TITLE

Investigation Services

### SW2 BACKGROUND

The Department of Justice has the mandate to support the dual roles of the Minister of Justice and the Attorney General of Canada.

Under Canada's Federal System, the administration of justice is an area of shared jurisdiction between the Federal Government and the Provinces. The Department supports the Minister of Justice in his responsibilities for 49 statutes and areas of Federal Law by ensuring a bilingual and bijural National Legal Framework principally within the following domains: criminal justice (including Youth Criminal Justice); Family Justice; Access to Justice; Aboriginal Justice; and, General Public Law and Private International Law.

The Department of Justice is headquartered in Ottawa, Ontario. As well, Justice has six regional offices located across the country:

Atlantic Regional Office  
British Columbia Regional Office  
Northern Regional Office  
Ontario Regional Office  
Prairie Region Offices  
Quebec Regional Office

The Department of Justice has a responsibility for reporting and investigating security incidents and taking corrective action. These investigations are to be objective, thorough and conducted by trained, qualified persons, with due respect to the rights and understanding of the obligations of the individuals involved.

Investigation of harassment complaints are not included within the scope of these Investigation Services.

### SW3 OBJECTIVES:

The Department of Justice requires the services of Contractors to provide, Investigation Services on an "as and when requested" basis throughout its six (6) Regions and National Headquarters located in Ottawa, Ontario. This requirement is for Work in **Security** and includes investigation related activities: investigation/ prosecution of cases, hearings of administrative/ criminal cases, legal research or Ombudsman or related operational activities in a government environment or a large corporate security environment, as defined in the Statement of Work and in the specific requirements of each call-up.

It is anticipated that two investigators (one bilingual) may be required, however, the quantity will be subject to change and will be identified in any resulting call-ups.

Work will include the following:

Participate in Levels of Interventions 1, 2, 3, and 4. The Contractor must provide the services at



any and all levels when requested to do so by the Project Authority.

**Levels of Interventions:**

- Level 1: confirm the facts; identify broader considerations;
- Level 2: conduct research and analysis; recommend changes to processes and/or practices;
- Level 3: conduct extensive research and analysis; prepare findings and recommendations;
- Level 4: involve complex regulatory and/or legislative systemic issues; develop findings and recommendations.

Research specific cases or topics and provide advice and/or conduct fact finding activities and examinations, determine fairness of process/policy, conduct interviews, manage case files and prepare preliminary and final reports on specifically identified cases or issues.

Plan and conduct investigations, and further investigations when required as well as case management activities for complaints received by the Department of Justice.

In addition the Contractor must:

- a) perform review of various types of files, including electronic or digital media, and conduct data analysis and research;
- b) exercise professional skill and judgement to identify potential issues relevant to programs and services provided by or administered by the Department of Justice;
- c) plan and conduct security investigations, further ongoing investigations when required and case management activities for recent complaints and incidents received by the Department of Justice;
- d) research specific cases or topics and provide advice and/or conduct fact finding and administrative reviews, determine policy implications, conduct interviews, manage case files and prepare preliminary and final reports on specifically identified cases or issues; and
- e) provide advice and assistance for the development of procedures reporting and investigating security incidents and resulting corrective action.

**SW4 TASKS:**

The following tasks may be required, for any investigation. The Contractor must, if requested in any resulting call-up:

- 4.1 research and analyze the allegation and circumstances of the complaint(s);
- 4.2 provide support and assistance in planning and conducting investigations for security program related complaints received by the Department of Justice, their clients and/or their representatives. As required, provide support to the Department of Justice in the conduct of case management activities (e.g. conduct interviews);
- 4.3 participate in case review, strategy, initial, progress report and AD hoc meetings with the Project Authority;
- 4.4 interpret applicable legislation such as case law, jurisprudence and precedents, and compare previous decisions and recent policy positions, announcements and statements by the



Department of Justice for consistency;

- 4.5 conduct data analysis, research and writing required to identify all factual and systemic issues relevant to programs and services provided by or administered by the Department of Justice;
- 4.6 meet with and interview the complainant, any witnesses related to the complaint and Department of Justice officials up to the senior levels of involved programs/services;
- 4.7 obtain or retrieve data, information and evidence from electronic sources or the Internet;
- 4.8 gather, analyze and store the data, information and evidence, in a confidential and protected manner (refer to SW9 Departmental Support);
- 4.9 collaborate and consult with the Project Authority to discuss and review legal issues, to advise of developments or events with respect to investigations, to share expertise and experience, and to collaborate on shared tasks or ventures;

Note: All means of communications may be used during the course of an investigation for preliminary reporting. Final report ,including an electronic report, must be written and hand delivered by the Contractor or by courier only when expressly authorized by DOJ.

All interviews with witnesses must be conducted in person unless it is not possible and only when authorized by the Project Authority.

- 4.10 maintain a record that briefly summarizes all activities undertaken in performance of the Work described herein including preparation, research, travel, interviews, telephone calls, correspondence and/or report drafting and indicate time spent on each;
- 4.11 write Investigation Reports according to Justice Canada established formats;
- 4.12 participate in AD hoc meetings at the request of the Project Authority or contractor;
- 4.13 provide verbal and written status reports or status updates to Project Authority;
- 4.14 provide other related Investigations functions, as requested by the Project Authority.

## **SW5 DELIVERABLES**

- 5.1 The Contractor will supply deliverables, completion schedules, submission dates, content and format as discussed and agreed by the Project Authority, as required, at the time of each task authorization issuance.
- 5.2 All written material must be provided in hard and/or soft copy as requested by the Project Authority and prepared in accordance with the instructions provided by the Project Authority. Unless otherwise specified, the soft copy must be provided in the current version of the Department's approved desktop software (Microsoft Office 2007 or later version).
- 5.3 In accordance with the tasks/activities defined in section SW4 and the specific requirements of the standing offer, deliverables under any resulting call-up may include, but are not limited to draft and final versions of:
  - a) Work Plans, including the proposed methodology and scheduling of tasks and deliverables;
  - b) Conduct of interviews;



- c) Investigation reports including: the findings, interview findings, acts and results of the investigation, interpretations, evaluations, advice and recommendations, what steps the Department has taken or may take to address these recommendations;;
  - d) Oral and/or written status reports, including executive summary;
  - e) Meeting attendance; and
  - f) Presentations, letters and briefing notes.
- 5.4 All deliverables must be provided in either official language (French or English) at the discretion of the Project Authority.
- 5.5 It is understood and agreed that all Work Plans, Reports, Investigation Reports, etc. must first be submitted in draft form to permit adequate time for management review/queries. The draft may, at times, be reviewed and returned for revisions several times prior to submission and acceptance of the final version.

## **SW6 CONTRACTOR RESPONSIBILITIES/CONSTRAINTS**

- 6.1 In performing its activities, the Contractor must act in accordance with applicable laws, regulations and policies established by the government and the Department, including the *Criminal Code* and the *Canada Evidence Act*. This also includes upholding the democratic, professional, and ethical values as outlined in the *Values and Ethics Code for the Public Service*.
- 6.2 The Contractor must ensure the quality and completeness of all work submitted to the Department in fulfillment of any Call-up as determined by the Project Authority.
- 6.3 The Contractor must ensure neutrality (i.e. no documented political views or biases) in all deliverables provided.
- 6.4 The Contractor must supply all of its own tools, facilities, equipment, and software required for completion of the work, unless otherwise directed by the Project Authority.
- 6.5 The Contractor will ensure that it is not in any actual or perceived conflict of interest during the conduct of the Work. If the Contractor identifies that any actual or perceived conflict of interest exists, it will immediately cease Work on the specific file and bring the conflict to the attention of the Project Authority, or the Project Authority's delegate.
- 6.6 In the event that the Contractor received a written complaint from a complainant or witness, or their appointed representative(s), regarding the Contractor's conduct of an investigation, the Contractor will bring the complaint to the attention of the Project Authority, or the Project Authority's delegate and cooperate in any subsequent review and investigation into the complaint.
- 6.7 The Department will provide the Contractor with the relevant case files and content material, as appropriate and as required, for the completion of work specified under any Call-up. **It is understood and agreed that any material and/or case files given to the Contractor to review must never, under any circumstances, be removed from the government premises.**
- 6.8 Any hardcopies of drafts must be destroyed immediately and never retained by the Offeror.

## **SW7 BUSINESS ENVIRONMENT**

The Department of Justice is headquartered in Ottawa, Ontario, with regional representation across Canada. The Department operates within a standard office environment, and maintains regular business hours.



## **SW8 REPORTING REQUIREMENTS**

- 8.1 The Contractor must facilitate and maintain regular communication with the Project Authority regarding the progress of work completed under any resulting Call-up. Specific Contractor reporting requirements will be further identified by the Project Authority, as required, within each individual Call-up.
- 8.2 Upon request from the Project Authority, the Contractor must provide ad hoc written or oral status reports relating to any work in progress under any Call-up.
- 8.3 In addition, the Contractor must promptly notify the Project Authority of any issues, problems, or areas of concern that could adversely affect the ability of the Contractor to complete the work specified under any Call-up.

## **SW9 DEPARTMENTAL SUPPORT**

- 9.1 As required for the successful provision of Investigation Services, the Department of Justice will afford the Contractor access to the Department's facilities in order to meet with the Project Authority and other Departmental personnel.
- 9.2 The Department will provide the Contractor with the relevant case files and content material, as appropriate and as required, for the completion of work specified under any Call-up. **It is understood and agreed that any material and/or case files given to the Contractor to review must never, under any circumstances, be removed from the government premises.**
- 9.3 The Project Authority will facilitate cooperation with regional Departmental representatives if required.
- 9.4 Secure remote access to relevant information as determined by the Project Authority will be made available to the Contractor. Storage of electronic Work information must be kept on the secure Justice site.

## **SW10 AUTHORIZATION OF WORK**

- 10.1 Work will be authorized through the use of a call-up against the standing offer. All work is to be performed in conformity with the instructions issued by the Project Authority. Required deliverables, completion schedules, submission dates, will be specified by the Project Authority, as required, at the time of each call-up.

## **SW11 LOCATION OF WORK AND TRAVEL**

- 11.1 Unless otherwise stated, the Contractor's work must take place primarily at the Contractor's premises. Some meetings will be conducted in person at the Department's headquarters in the National Capital Region (NCR). The Contractor must be responsible for his or her own cost of travel between the Contractor's place of business and the Department's headquarters in the NCR.
- 11.2 There may be occasional requirement for Contractor to work on a temporary basis at the



Department's national headquarters in Ottawa, Ontario.

- 11.3 There may be occasional travel requirement for the investigator(s). The requirement for travel will be identified and specified by the Project Authority in the Call-up document. Travel must be duly authorized in advance and undertaken in accordance with the Treasury Board Secretariat Travel Directive and invoiced separately.

## **SW12 LANGUAGE OF WORK**

- 12.1 At least one of the Contractor's Resources must provide services in both official languages (English and French).
- 12.2 With respect to the language of deliverables, see section "5 DELIVERABLES".

## **SW13 RESOURCES SECURITY SCREENING LEVEL REQUIRED**

- 13.1 All resources (Investigators) must have a valid Government of Canada **SECRET** security screening level at the time of the submission of the bid. The contractor will be responsible for providing in their bid documents the reference information of the security clearance to enable verification of the clearance by the Project Authority.
- 13.2 All resources (Investigators) must maintain valid Government of Canada **SECRET** security clearance until completion of the work.



ANNEX B

SECURITY REQUIREMENT CHECKLIST



Government of Canada  
Gouvernement du Canada

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

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

<b>PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE</b>		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine	Justice	2. Branch or Directorate / Direction générale ou Direction National Accommodations, Safety and Security Directorate
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail Investigation Services on an "as and when requested" basis throughout its six (6) Regions and National Headquarters located in Ottawa, Ontario to plan and conduct security investigations, further ongoing investigations and case management activities for recent complaints and incidents received by the Department of Justice; review various types of files, including electronic or digital media, and conduct data analysis; research specific cases or topics and provide advice and/or conduct fact finding and administrative reviews, determine policy implications and identify potential issues relevant to programs and services provided by or administered by the Department of Justice.		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)		<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions / Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable / À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:
7. c) Level of information / Niveau d'information		
PROTECTED A / PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET / SECRET <input checked="" type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET / SECRET <input type="checkbox"/>
TOP SECRET / TRÈS SECRET <input type="checkbox"/>		TOP SECRET / TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>



Government  
of Canada

Gouvernement  
du Canada

Contract Number / Numéro du contrat

Security Classification / Classification de sécurité

**PART A (continued) / PARTIE A (suite)**

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui  
If Yes, indicate the level of sensitivity:  
Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?  No / Non  Yes / Oui  
Short Title(s) of material / Titre(s) abrégé(s) du matériel :  
Document Number / Numéro du document :

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

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

<input type="checkbox"/> RELIABILITY STATUS 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



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

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

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

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

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET Très SECRET	NATO RESTRICTED NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET	COMSEC TOP SECRET COMSEC TRÈS SECRET	PROTECTED Protégé			CONFIDENTIAL	SECRET	TOP SECRET Très SECRET
											A	B	C			
Information / Assets Renseignements / Biens Production																
IT Media / Support TI																
IT Link / Lien électronique																

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  
 La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui
- If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".  
 Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.
12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?  
 La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui
- If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).  
 Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



### Annex C

#### Non-Disclosure Agreement

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

I agree that I will not reproduce copy, use, divulge, release or disclose, in whole or in part, in whatever way or form any information described above to any person other than a person employed by Department of Justice on a need to know basis. I undertake to safeguard the same and take all necessary and appropriate measures, including those set out in any written or oral instructions issued by Department of Justice, to prevent the disclosure of or access to such information in contravention of this agreement. I also acknowledge that any information provided to the Offeror by or on behalf of Department of Justice must be used solely for the purpose of the Standing Offer and must remain the property of Department of Justice or a third party, as the case may be.

I agree that the obligation of this agreement will survive the completion of the Standing Offer No:

\_\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## Annex D

### Standing Offer Reports

<b>Standing Offer No.</b>		<b>Reporting Quarter Period</b>		<b>Standing Offer Authority</b>	
<b>Call-up No.</b>		<b>Amendment No.</b>			
<b>Date of Call-up</b>		<b>Call-up Period</b>		<b>Value of Call-up</b>	
Item No.	Description of Services (as identified in the Basis of Payment)	Firm Daily Rate	No. of Days	Total Price per Item No.	
		\$		\$	
		\$		\$	
		\$		\$	
		\$		\$	
	Travel and Living Expenses, <b>only where applicable</b> (in accordance with the Treasury Board Travel Directive)	\$		\$	
<b>Sub-Total:</b>				\$	
<b>Plus GST/HST Total:</b>				\$	
<b>Grand Total (including GST/HST):</b>				\$	
<b>Name of Contractor:</b>					
<b>Contractor's address:</b>					
<b>Contractor's authorized signatory</b> <i>We certify that the information in this report is accurate and complete</i>					
<b>Name (print):</b>					
<b>Title:</b>					
<b>Signature:</b>					
<b>Date:</b>					