



**RETURN BIDS TO:  
RETOURNER LES  
SOUSSIONS À:  
Public Prosecution Service of Canada  
Services des poursuites pénales du Canada**  
[acquisitions@ppsc-sppc.gc.ca](mailto:acquisitions@ppsc-sppc.gc.ca)  
Attn: Caroline Lecours Savoury

**REQUEST FOR STANDING OFFER  
DEMANDE D'OFFRE A COMMANDE**

**Proposal To: Public Prosecution Service of  
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 thereof.

**Proposition aux: Services des poursuites  
pénale du 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 annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexées, au(x) prix indiqué(s).

**Instructions : See Herein  
Instructions: Voir aux présentes**

**Issuing Office – Bureau de distribution**

Public Prosecution Services of Canada  
Services des Poursuites pénales du Canada  
Acquisitions Division  
284 Wellington Street  
Place Bell Centre  
Ottawa, ON K1A 0H8

<b>Title – Sujet</b>	
<b>Investigative Services</b>	
<b>Solicitation No. – N° de l'invitation</b>	<b>Date</b>
PPSC-1000017059	November 26, 2014
<b>Solicitation Closes – L'invitation prend fin at – à 2:00 PM on – January 8<sup>th</sup>, 2015</b>	<b>Time Zone Fuseau horaire</b>
	EST
<b>F.O.B. - F.A.B.</b>	
<b>Plant-Usine:</b> <input type="checkbox"/>	<b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>
<b>Address Enquiries to: - Adresser toutes questions à :</b>	
<a href="mailto:acquisitions@ppsc-sppc.gc.ca">acquisitions@ppsc-sppc.gc.ca</a>	
<b>Telephone No. – N° de téléphone :</b>	
613-716-9439	
<b>Destination – of Goods, Services, and Construction: Destination – des biens, services et construction :</b>	
See Herein	
<b>Delivery required - Livraison exigée</b>	
See Herein	
<b>Vendor/firm Name and address Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Facsimile No. – N° de télécopieur</b>	
<b>Telephone No. – N° de téléphone</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/firm Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur</b>	
<b>(type or print)/ (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>



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## PART 1 - GENERAL INFORMATION

### 1. Code of Conduct for Procurement

- 1.1. To comply with the [Code of Conduct for Procurement](#), Offerors must respond to Requests for Standing Offers (RFSO) in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements stipulated in the Request for Standing Offer (RFSO), which includes the Standing Offer, submit offers and enter into Call-ups only if they will fulfill all obligations of those Call-ups.
- 1.2. Offerors acknowledge that, to ensure fairness, openness and transparency in the procurement process, the commission of certain acts or offences will render them ineligible to be issued a Standing Offer and awarded a contract. Canada will declare non-responsive any offer in respect of which the information herein requested is missing or inaccurate, or in respect of which the information contained in the certificates contemplated in this Section 1.1 is found to be untrue, in any respect, by Canada. If it is determined, after issuance of a Standing Offer, that the Offeror made a false declaration or certification, Canada will have the right to set aside the Standing Offer and to terminate for default any resulting contracts. The Offeror will be required to diligently maintain up-to-date the information herein requested. The Offeror and any of the Offeror's Affiliates will also be required to remain free and clear of any acts or convictions specified herein during the period of any Standing Offer arising from this RFSO and any Call-ups made against such Standing Offer. Canada may verify the information provided by the Offeror, including the information relating to the acts or convictions specified herein, through independent research, use of any government resources or by contacting third parties.
- 1.3. By submitting an offer, the Offeror certifies that no one convicted under any of the provisions under Paragraphs 1.3.1 or 1.3.2 is to receive any benefit under a Standing Offer or any resulting contracts arising from this solicitation. In addition, the Offeror certifies that except for those offences where a criminal pardon or a record suspension has been obtained or capacities restored by the Governor in Council, neither the Offeror nor any of the Offeror's Affiliates has ever been convicted of an offence under any of the following provisions:
  - 1.3.1. [Criminal Code of Canada](#), R.S.C. 1985, c. C-46:
    - 1.3.1.1. section 121 (Frauds on the government and contractor subscribing to election fund);
    - 1.3.1.2. section 124 (Selling or Purchasing Office);
    - 1.3.1.3. section 380 (Fraud committed against Her Majesty);
    - 1.3.1.4. section 418 (Selling defective stores to Her Majesty);
    - 1.3.1.5. section 462.31 (Laundering proceeds of crime);
    - 1.3.1.6. section 467.11 to 467.13 (Participation in activities of criminal organization);
  - 1.3.2. [Financial Administration Act](#), R.S.C. 1985, c. F-11:
    - 1.3.2.1. paragraph 80(1)(d) (False entry, certificate or return);
    - 1.3.2.2. subsection 80(2) (Fraud against Her Majesty);
    - 1.3.2.3. section 154.01 (Fraud against Her Majesty);
  - 1.3.3. [Competition Act](#), R.S.C. 1985, c. C-34:

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- 1.3.3.1. section 45 (Conspiracies, agreements or arrangements between competitors);
- 1.3.3.2. section 46 (Foreign directives);
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- 1.3.3.4. section 49 (Agreements or arrangements of federal financial institutions);
- 1.3.3.5. section 52 (False or misleading representation);
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- 1.3.4. [Income Tax Act](#), R.S.C. 1985, c-1:
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- 1.3.5. [Excise Tax Act](#), R.S.C. 1985, c. E-15:
  - 1.3.5.1. section 327 (False or deceptive statements);
  
- 1.3.6. [Corruption of Foreign Public Officials Act](#), S.C. 1998, c-34:
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- 1.3.7. [Controlled Drugs and Substance Act](#), S.C. 1996, c-19:
  - 1.3.7.1. section 5 (Trafficking in substance);
  - 1.3.7.2. section 6 (Importing and exporting);
  - 1.3.7.3. section 7 (Production of substance).
  
- 1.4. In circumstances where a criminal pardon or a record suspension has been obtained or capacities restored by the Governor in Council, the Offeror must provide with its offer a certified copy of confirming documentation from an official source. If such documentation has not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the documentation. Failure to comply will render the offer non-responsive.
  
- 1.5. Offerors understand that Canada may contract outside of the present solicitation process with a supplier who has been convicted of an offence enumerated under Subparagraphs 1.3.3 to 1.3.7, or with an Affiliate who has been convicted of an offence enumerated under Paragraphs 1.3.3 to 1.3.7, when required to do so by law or legal proceedings, or when Canada considers it necessary to the public interest for reasons which include, but are not limited to:
  - 1.5.1.1. only one person is capable of performing the Contract;
  - 1.5.1.2. emergency;
  - 1.5.1.3. national security;
  - 1.5.1.4. health and safety; or
  - 1.5.1.5. economic harm.

Canada reserves the right to impose additional conditions or measures to ensure the integrity of the procurement process.
  
- 1.6. By submitting an offer, the Offeror certifies that neither the Offeror nor any of the Offeror's Affiliates have directly or indirectly, paid or agreed to pay, and will not, directly or indirectly, pay a contingency fee to any individual for the solicitation, negotiation or obtaining of the Standing Offer and any Call-ups made against the Standing Offer if the payment of the fee would require the individual to file a return under section 5 of the



## Lobbying Act.

- 1.7. For the purposes of this RFSO, an Affiliate means a business concern, organization or individual that, directly or indirectly, 1) either one controls or has the power to control the other, or 2) a third party has the power to control both. Indicia of control, include, but are not limited to, interlocking management or ownership, identity of interests among family members, shared facilities and equipment, common use of employees, or a business entity created following the charges or convictions contemplated in this Section which has the same or similar management, ownership, or principal employees as the Offeror that is charged or convicted, as the case may be.
- 1.8. The Offeror acknowledges and agrees that the certifications contemplated must remain valid during the period of any Standing Offer arising from this RFSO.

## 2. Security Requirement

- 2.1. At date of RFSO closing, the following conditions must be met:
  - 2.1.1. the Offeror, if an individual, or its proposed resource requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 5 – Standing Offer;
  - 2.1.2. the Offeror must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.

## 3. Summary

The Commissioner of Canada Elections' (the Commissioner) duty pursuant to section 509.2 is to ensure that the *Canada Elections Act* is complied with and enforced. Accordingly, the Commissioner is responsible for the investigation of offences and the laying of charges under the *Canada Elections Act*.

Pursuant to section 513 of the *Canada Elections Act*, the Commissioner has the authority to incur any expenses, where he considers it to be in the public interest to do so, in relations to inquiries, injunctions or compliance agreements.

As such, to support the Commissioner's statutory mandate, Canada, on behalf of the Commissioner, requires the professional services of individuals with investigative expertise to conduct investigations.

Canada is seeking to establish up to six (6) Standing Offers for bilingual investigative services on an "as and when requested" basis, as defined in Annex A, Statement of Work. The period for making Call-ups against the Standing Offer will be from Effective Date of the Standing Offer to June 30, 2016

The Offeror grants to Canada the irrevocable option to extend the term of the Standing Offer by three (3) additional periods of one (1) year under the same terms and conditions.

The Standing Offers will be for the exclusive use of Canada. The Technical Authority will identify the requirements and the Standing Offer Authority will authorize the Call-up.

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The Standing Offers will be ranked based on their score obtained in Phase 4 of the evaluation process.

#### **4. Debriefings**

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

#### **5. Trade Agreements**

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO–AGP), the North American Free Trade Agreement (NAFTA), the Agreement on Internal Trade (AIT), the Canada-Chile Free Trade Agreement, the Canada-Colombia Free Trade Agreement, the Canada-Peru Free Trade Agreement and the Canada-Panama Free Trade Agreement.



## PART 2 - OFFEROR INSTRUCTIONS

### 1. Standard Instructions, Clauses and Conditions

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

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of this RFSO and accept the clauses and conditions of the Standing Offer.

The [2006](#) (2014-09-25) Standard Instructions – Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of this RFSO.

### 2. Submission of Offers

**2.1** Canada requires that the Offeror or the authorized representative of the Offeror complete and sign the first page of the RFSO and submit such page with its offer at the RFSO closing date and time. If an offer is submitted by a joint venture, it must be in accordance with Section 08 – Joint Venture of the [General Conditions](#). If the first page of the RFSO is not provided with the Offeror's offer, the Standing Offer Authority will request it and the Offeror must provide it within the delay prescribed in such request.

**2.1.1** It is the Offeror's responsibility to:

- 2.1.1.1** obtain clarification of the requirements contained in the RFSO, if necessary, before submitting an offer;
- 2.1.1.2** prepare its offer in accordance with the instructions contained in the RFSO;
- 2.1.1.3** submit a complete offer by the RFSO closing date and time;
- 2.1.1.4** send its offer only to [acquisitions@ppsc-sppc.gc.ca](mailto:acquisitions@ppsc-sppc.gc.ca). Offers transmitted by facsimile to Canada will not be accepted; and,
- 2.1.1.5** provide a comprehensible and sufficiently detailed offer, including all requested pricing details, that will permit a complete evaluation in accordance with the criteria set out in the RFSO.

**2.2** Offers will remain open for acceptance for a period of not less than 90 calendar days from the RFSO closing date. Canada reserves the right to seek an extension of the offer validity period from all responsive Offerors in writing, within a minimum of three (3) calendar days before the end of the offer validity period. If the extension is accepted by all responsive Offerors, Canada will continue with the evaluation of the offers. If the extension is not accepted by all responsive Offerors, Canada will, at its sole discretion, either continue with the evaluation of the offers of those who have accepted the extension or cancel the RFSO.

**2.3** Offer documents and supporting information may be submitted in either English or French.

**2.4** Offers received on or before the stipulated RFSO closing date and time will become the property of Canada and will not be returned. All offers will be treated as confidential, subject to the provisions of the [Access to Information Act](#), R.S. 1985, c. A-1 and the

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[Privacy Act](#), R.S. 1985, c. P-21.

**2.5** Unless specified otherwise in the RFSO, Canada will evaluate only the documentation provided with an Offeror's offer. Canada will not evaluate information such as references to Web site addresses where additional information can be found, or technical manuals or brochures not submitted with the offer.

**2.6** An offer cannot be assigned or transferred in whole or in part.

### **3. Enquiries**

**3.1** All enquiries must be submitted in writing to the Standing Offer Authority no later than **seven (7)** calendar days before the RFSO closing date. Enquiries received after that time may not be answered.

**3.2** 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 the 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**

**4.1** Any Standing Offer and resulting contracts must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario, subject always to any paramount or applicable federal laws.

**4.2** 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 indicating in their offer the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the laws of Ontario are acceptable to the Offerors.

### **5. Basis for Canada's Ownership of Intellectual Property**

Canada has determined that any intellectual property rights arising from the performance of the Work under the Standing Offer will belong to Canada, on the following grounds:

**5.1** the Offeror, by submitting an offer, declares that it is not interested in owning the Intellectual Property Rights in Foreground Information.



## **PART 3 - OFFER PREPARATION INSTRUCTIONS**

### **1. Offer Preparation Instructions**

Canada requests that Offerors provide their offer in separately bound sections as follows:

- Section I: Technical Offer (1 electronic copy)
- Section II: Financial Offer (1 electronic copy)
- Section III: Certificates (1 electronic copy)

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

Canada 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; and
- (b) use a numbering system that corresponds to the RFSO.

### **2. Section I – Technical Offer**

In their technical offer, Offerors should demonstrate their understanding of the requirements contained in the RFSO and explain how they will meet the requirements of the SOW and carry out the Work in a thorough, concise and clear manner.

The technical offer should address clearly and in sufficient depth the points that are subject to the evaluation criteria. Simply repeating the statement contained in the RFSO is not sufficient. In order to facilitate the evaluation of the offer, Canada requests that Offerors structure their offer in the order of the evaluation criteria by using the same headings. To avoid duplication, Offerors may refer to different sections of their offer by identifying the specific paragraph and page number where the subject topic has already been addressed.

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

Offerors must submit their financial offer in accordance with the Pricing Table below. The total amount of applicable sales tax must be shown separately, if applicable.

Offerors should include the following information in their financial offer by completing Annex F – Vendor Information and Authorization Form and include it with their offer:

1. Their legal name;
2. Their Procurement Business Number (PBN); and
3. The name of the contact person (including this person's mailing address, phone and facsimile numbers, and email address) authorized by the Offeror to enter into communications with Canada with regards to:
  - a) their offer; and
  - b) any contract that may result from their offer.

Financial offers must clearly identify the personnel proposed. Proposed hourly rates must be in Canadian dollars.



The Offeror's hourly rates in response to this RFSO and resulting Standing Offers must include all overhead, general & administrative costs and profit. Included are the following costs that may be incurred in providing the required services: office space, computer hardware and software, word processing, preparation of reports, photocopying, courier services, facsimile services, telephone services, local travel expenses, and administration related to non-local travel expenses. "Local" as used here is defined as where the Work is to be performed in Canada as may be specified in the RFSO and the resulting Standing Offers.

**3.1. Offeror Price**

All prices indicated in the Pricing Table must be in Canadian Dollars; include amounts representing Canadian custom duties and excise taxes, where applicable; and exclude the applicable sales tax.

**3.2. Volumetric Data**

The volumetric data included in the Pricing Table detailed at Annex B, is provided for bid evaluated price determination purposes only. They are not to be considered as a contract guarantee.

**3.3. Financial Table**

Offerors must provide a firm hourly rate for the initial contract period of the Standing Offer and for the three (3) option years. These hourly rates will be used for the purpose of pricing Call-ups.

The firm hourly rate must include all costs to provide the Work outlined in the Statement of Work for the Initial Term and the option period. Without limiting the generality of the foregoing, hourly rates shall be all-inclusive and include all necessary labour, profit, training, travel time, and Canadian custom duties and excise taxes, where applicable.

**3.3.1.** For the Initial Term, the hourly rate will be multiplied by the specified quantity in column B. The Offeror must identify an estimated value for other direct expenses which may occur during this period of the Standing Offer. The sum of such calculation will be the evaluated price for the "TOTAL Initial Term" (column D);

**Example:**

Initial Term	Estimated Level of Effort	Firm All-Inclusive Hourly Rate Investigative Services	Sub-Total (Column B x Column C) = Column D
<i>Column A</i>	<i>Column B</i>	<i>Column C</i>	<i>Column D</i>
Initial Standing Offer Term Effective date to June 30, 2016	2700 hours	\$20.00	\$54,000
Estimated Other Direct Expenses			\$1,000
<b>TOTAL Initial Term = Column D</b>			<b>\$55,000</b>

**3.3.2.** For the Option Period, the price for each option year of the Standing Offer (column C1 – Option Year 1 – Option Year 2 – Option Year 3) will be multiplied by the specified quantity in column B1. The Offeror must identify an estimated value for other direct expenses which may occur during the extended period of the Standing Offer. The sum of

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such calculation will be the evaluated price for the “TOTAL Option Periods” (column D1); and

**Example:**

Option Period	Estimated Level of Effort	Firm All-Inclusive Hourly Rate Investigative Services	Sub-Total (Column B1 x Column C1) = Column D1
<i>Column A1</i>	<i>Column B1</i>	<i>Column C1</i>	<i>Column D1</i>
Option Year 1 July 1, 2016 to June 30, 2017	1800 hours	\$27.00	\$48,600
Option Year 2 July 1, 2017 to June 30, 2018	1800 hours	\$30.00	\$54,000
Option Year 3 July 1, 2018 to June 30, 2019	1800 hours	\$33.00	\$59,400
Estimated Other Direct Expenses			\$3,000
<b>TOTAL Option Periods = Column D1 (Option Year 1, 2 and 3, and Other Direct Expenses)</b>			<b>\$165,000</b>

3.3.3. The “Offer Price” will be the sum of the “TOTAL Initial Term” and the “TOTAL Option Period”.

**Example:**

<b>TOTAL Initial Term = Column D</b>	<b>\$55,000</b>
<b>TOTAL Option Periods = Column D1 (Option Year 1, 2 and 3)</b>	<b>\$165,000</b>
<b>OFFER PRICE (Total Initial Term + Total Option Period)</b>	<b>\$220,000</b>

**4. Section III – Certifications**

Offerors must provide the required certifications to be issued a Standing Offer. Canada will declare an offer non-responsive if the required certifications are not completed and submitted as requested.

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare an Offeror in default in carrying out any of its obligations under the Standing Offer, if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly, during the evaluation period or during the Standing Offer period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror’s certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority may render the offer non-responsive or constitute a default under the Standing Offer.

**4.1. Certifications Required with the Offer**

**4.1.1. Integrity Provisions - Associated Information**

By submitting an offer, the Offeror certifies that the Offeror and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Offer of Standard Instructions



[2006](#) (2014-09-25). The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

#### **4.1.2. Avoidance of Political Partisanship**

4.1.2.1. The Offeror certifies that:

- (a) he/she or its officers and employees who will be responsible for the performance of the work or supervising the carrying out of the work set out in the Contract and, if applicable, the identifiable resource, is/are not presently, or will not become engaged during the term of the Contract, should the Offeror be issued a Contract, in politically partisan activities at the federal, provincial or territorial level. Politically partisan activities include actively or publicly supporting or opposing the election of any federal, provincial or territorial political party or candidate for federal, provincial or territorial elective office, or any federal, provincial or territorial referendum committee;
- (b) he/she or its officers and employees who will be responsible for the performance of the work or supervising the carrying out the work set out in the Contract and, if applicable, the identified resource, shall not perform work or supervise work for or on behalf of any federal, provincial or territorial political party nor any candidate for federal, provincial or territorial elective office, nor any person, body, agency or institution with politically partisan purposes or objectives at the federal, provincial or territorial level, nor any federal, provincial or territorial referendum committee, where the performance or supervision of such work raises a reasonable apprehension of political partisanship.

4.1.2.2. The certification does not prevent the Offeror or its officers and employees, who perform or supervise the work set out in the Contract, or, if applicable, the identified resource, to also work or supervise the work set out in a mandate from the Chief Electoral Officer of a Province or Territory of Canada, or from another similar electoral authority of a Province or Territory of Canada, or from any other public institution that is politically neutral or non-partisan in nature, or from a person who is politically neutral or non-partisan in nature.

#### **4.1.3. Privacy Act and Personal Information Protection and Electronic Documents Act**

4.1.3.1. The Offeror hereby certifies that it has reviewed the requirements of this RFSO, the Standing Offer and, in particular, the requirements concerning the protection of personal information. The Offeror also certifies that it will comply with those terms and ensure that personal information that is managed, accessed, collected, used, disclosed, retained, received, created, or disposed of in order to fulfil the requirements of the Contract shall be treated in accordance with the *Privacy Act* R.S. 1985, c. P-21, the *Personal Information Protection and Electronic Documents Act*, 2000, c. 5, and Treasury Board privacy policies.

#### **4.1.4. Federal Contractors Program for Employment Equity - Offeror 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](#)" list (<http://www.hrsdc.gc.ca/eng/labour/index.shtml>) available from [Employment and Social Development Canada \(ESDC\) - Labour's](#) website.

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

#### 4.1.5. Former Public Servant

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

### 1. Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the [Financial Administration Act](#), R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a) an individual;
- b) an individual who has incorporated;
- c) a partnership made of former public servants; or
- d) a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

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

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

As per the above definitions, is the Offeror a FPS in receipt of a pension? Yes  No

If so, the Offeror must provide the following information, for all FPS in receipt of a pension, as applicable:

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

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By providing this information, Offerors agree that the successful Offeror's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

### 3. Work Force Adjustment Directive

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes**  **No**

If so, the Offeror must provide the following information:

- (i) name of former public servant;
- (ii) conditions of the lump sum payment incentive;
- (iii) date of termination of employment;
- (iv) amount of lump sum payment;
- (v) rate of pay on which lump sum payment is based;
- (vi) period of lump sum payment including start date, end date and number of weeks;
  
- (vii) number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

#### 4.2. Additional Certifications Required with the Offer

The certifications listed below must be completed and submitted with the offer. If any of the required certifications are not completed and submitted as requested, the Standing Offer Authority will render the offer non-responsive.

##### 4.2.1. Status and Availability of Resources

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

##### 4.2.2. Education and Experience

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



## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 1. General Evaluation Procedures

1.1. Offers will be assessed in accordance with the entire requirement of the RFSO including the technical and financial evaluation criteria.

1.2. An evaluation team composed of representatives of Canada will evaluate the offers.

### 2. Phase 1 - Technical Evaluation

#### 2.1. Mandatory Technical Criteria

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

Mandatory requirements are evaluated on a simple pass or fail basis. Failure by a Offeror to meet any one of the mandatory requirements will render the Offeror's proposal **non-responsive and will not be given further consideration**. The treatment of mandatory requirements in any procurement process is absolute. Each mandatory technical criterion should be addressed separately.

<b>Mandatory Technical Criteria (MT)</b>			
For the purpose of the mandatory technical criteria specified below, the experience of the Offeror* will be considered.			
"Offeror" means the person or entity (or, in the case of a joint venture, the persons or entities) submitting an offer to perform a contract for goods, services or both. It does not include the parent, subsidiaries or other affiliates of the Offeror, or its subcontractors.			
<b>The Offeror may only propose one (1) resource for the requirement.</b>			
<b>Number</b>	<b>Mandatory Technical Criterion</b>	<b>MET / NOT MET</b>	<b>Cross Reference to Proposal</b>
<b>MT1 Education and Credentials</b>	<p>The Offeror or, if not an individual, the proposed resource, must have obtained:</p> <ul style="list-style-type: none"> <li>(i) a degree from a recognized university; or</li> <li>(ii) a diploma or certificate from a post-secondary institution in an area related to law enforcement (i.e. Law, Police Science, Criminology, etc.); or</li> <li>(iii) a police basic training from a provincial or a municipal police force or the Royal Canadian Mounted Police (i.e. Depot Division).</li> </ul> <p>A copy of the degree, diploma or certificate, or with respect to item (iii), proof acceptable to Canada, must be included in the offer.</p>		
<b>MT2 Police Records</b>	The Offeror must provide a Police Records Check, which was obtained within the last six (6)		

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<b>Check</b>	months from the RFSO closing date or proof that a Police Records Check has been requested within such time frame. The Police Records Check must demonstrate that either the Offeror, or if not an individual, the proposed resource, has no criminal convictions, outstanding entries, probation and prohibitions orders, and criminal charges (whether stayed, withdrawn or dismissed) that, in the opinion of the Commissioner, will prevent the Offeror, or if not an individual, the proposed resource, from carrying out the Work.		
<b>MT3 Experience – Commercial or Economic Criminal Investigation</b>	<p>The Offeror must demonstrate, using client references, that he/she or, in the event that the Offeror is not an individual, that the proposed resource, has a minimum of sixty (60) months experience as of the RFSO closing date in conducting complex commercial or economic criminal investigation.</p> <p>Each client reference must contain the following information:</p> <ol style="list-style-type: none"> <li>1. client organization name, contact person name, telephone number, regular and email addresses;</li> <li>2. number of years and months that commercial or economic criminal investigation services were provided and the month/year of the start and end date; and</li> <li>3. description of the commercial or economic investigation services rendered.</li> </ol>		
<b>MT4 Conducting Various Steps of an Investigation</b>	<p>The Offeror must demonstrate, that he/she or, in the event that the Offeror is not an individual, that the proposed resource, has:</p> <ol style="list-style-type: none"> <li>a) drafted a minimum of two (2) applications for judicial authorizations; and</li> <li>b) supported a prosecution, either in preparing a case for court or in testifying at trial.</li> </ol> <p>The Offeror must provide one client reference for each application in item a) and one client reference for item b), Each client reference must contain the following information:</p> <ol style="list-style-type: none"> <li>a) client organization name, contact person</li> </ol>		

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	<p>name, telephone number, regular and email addresses; and</p> <p>b) description of the services rendered which are listed in this MT4.</p>		
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**2.2. Reference Checks**

(a) With respect to the client references provided by Offerors for mandatory and point rated technical evaluation criteria, Canada may decide to contact all client references for all mandatory technical evaluation criteria or those for only specific mandatory technical evaluation criteria. If it so decides, the client references of all Offerors for those identified mandatory technical evaluation criteria will be contacted.

Canada will make only three (3) attempts over a maximum of five (5) Business Days from the first attempt to contact a client reference provided with the Offeror’s offer (the “Original Contact Info”). If Canada is not successful in reaching a client reference after three (3) attempts using the Original Contact Info, the Standing Offer Authority may contact the Offeror for alternate contact information for that same client reference. Canada will make only three (3) attempts over a maximum of five (5) Business Days from the first attempt to contact a client reference alternate contact information. The Offeror will not be permitted to submit a different client reference after the RFSO closing date.

If Canada is unsuccessful in obtaining a response from a client reference (either through the Original Contact Info or the alternate contact information), after making such attempts, the offer will be deemed non-responsive and will not be given further consideration.

For greater certainty, the Offeror will only be given the opportunity to provide alternate contact information one time for each client reference.

(b) If at any time during the reference check, Canada determines that the Offeror has not met a mandatory technical evaluation criterion, the Offeror’s offer will be deemed non-responsive and will not be given further consideration.

**3. Phase 2 – Point Rated Technical Criteria (RT)**

Each Technical Offer that meets all the Mandatory Requirements specified above will be evaluated and scored in accordance with the following point-rated evaluation criteria table(s). Each point rated technical criterion should be addressed separately.

**A score of zero will be awarded for each technical criterion that has not been completed by the offeror.**

For the purpose of the point rated technical criteria specified below the experience of the Offeror\* will be considered.

“Offeror” means the person or entity (or, in the case of a joint venture, the persons or entities) submitting an offer to perform a contract for goods, services or both. It does not include the parent, subsidiaries or other affiliates of the Offeror, or its subcontractors.

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The following rating scale will be used to evaluate the rated technical criteria for all bids.

### 3.1. Phase 2 (Part 1) – Written Evaluation

Number	Point Rated Technical Criterion	Bid Preparation Instructions	Weighting (Points)
<b>RT1 Written Criteria</b>	To be assessed at the written portion of this Phase 3 of the evaluation. The Offeror, or if not an individual, its proposed resource, will be provided with a fictional scenario that will require the preparation of a written response.	The Offeror, or if not an individual, its proposed resource, will be provided 120 minutes to prepare two written responses (one in French and one in English). The Offeror, or if not an individual, the proposed resource, must write in a logical, coherent, well-structured and consistent flow.	<p><b>Maximum of 20 points</b></p> <p>To a maximum of five (5) points for each of the following:</p> <ul style="list-style-type: none"> <li>(i) Clarity and structure;</li> <li>(ii) Grammar;</li> <li>(iii) Tone;</li> <li>(iv) Logic</li> </ul> <p>Each evaluated as follows*:</p> <p>Excellent – 5 points            Very Good – 4 points            Good – 3 points            Poor – 2 points            Unsatisfactory – 0 points</p>

#### \*Criteria Weight Definitions

The following terms used in the point rated written evaluation detailed above are defined as follows:

#### **Excellent (5 pts)**

The Offeror's level of competence for this criterion is exceptional and should ensure an extremely efficient result for this aspect of the job.

#### **Very good (4 pts)**

The Offeror's level of competence for this criterion is above average and more than satisfactory to ensure an efficient result for this aspect of the job.

#### **Good (3 pts)**

The Offeror's level of competence for this criterion is acceptable and meets the minimum requirements for this aspect of the job.

#### **Poor (2 pts)**

The Offeror's level of competence for this criterion is poor for this aspect of the job.

#### **Unsatisfactory (0 pts)**

The Offeror's level of competence for this criterion does not meet our requirements for this

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aspect of the job.

### 3.2. Phase 2 (Part 2) – Interview Evaluation

Number	Point Rated Technical Criterion	Bid Preparation Instructions	Weighting (Points)
RT2.1	Knowledge and experience in preparing and conducting investigations or phases of investigations.		<p><b>Maximum of 10 points</b></p> <ol style="list-style-type: none"> <li>1. Response shows very good experience = 100%</li> <li>2. Response shows good experience = 70%</li> <li>3. Response shows limited experience = 40%</li> <li>4. Response shows poor experience = 0%</li> </ol>
RT2.2	Knowledge and experience in preparing judicial authorizations such as production orders and search warrants.		<p><b>Maximum of 10 points</b></p> <ol style="list-style-type: none"> <li>1. Response shows very good experience = 100%</li> <li>2. Response shows good experience = 70%</li> <li>3. Response shows limited experience = 40%</li> <li>4. Response shows poor experience = 0%</li> </ol>
RT2.3	Knowledge and experience in conducting interviews and taking a statement of a suspect or witness.		<p><b>Maximum of 10 points</b></p> <ol style="list-style-type: none"> <li>1. Response shows very good experience = 100%</li> <li>2. Response shows good experience = 70%</li> <li>3. Response shows limited experience = 40%</li> <li>4. Response shows poor experience = 0%</li> </ol>
RT2.4	Ability to communicate effectively orally.		<p><b>Maximum of 10 points</b></p> <ol style="list-style-type: none"> <li>1. Response shows very good oral communication abilities = 100%</li> <li>2. Response shows good oral communication abilities = 70%</li> <li>3. Response shows limited oral communication abilities = 40%</li> <li>4. Response shows poor oral communication abilities = 0%</li> </ol>

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### \*Criteria Weight Definitions

The following terms used in the point rated interview evaluation detailed above are defined as follows:

#### **Very good (100%)**

Interview response demonstrates an excellent understanding of the related requirements. Exceeds expectations, provides an excellent opportunity of success and demonstrates the ability of the Offeror to easily achieve the requirements.

#### **Good (70%)**

Interview response demonstrates a good understanding of the requirement. Meets minimum expectations, provides an opportunity of success and demonstrates the ability of the Offeror to achieve the requirements.

#### **Limited (40%)**

Interview response demonstrates a limited understanding of the requirement. Does not address all expectations, provides a limited opportunity of success and demonstrates the ability of the Offeror to achieve some but not the entire requirement.

#### **Poor (0%)**

Interview response does not demonstrate that the Offeror understands the requirement. Does not meet expectations, does not provide an opportunity of success and does not demonstrate the ability of the Offeror to achieve the requirements or no answer provided.

### **4. Basis of Selection**

**4.1.** The evaluation and selection process will be conducted in the following phases:

- Phase 1 – Mandatory Evaluation
- Phase 2 – Interview and Written Evaluation
- Phase 3 – Financial Evaluation
- Phase 4 – Determination of Highest Ranked Offeror(s)

In the event evaluators are made aware of information in one Phase that contradicts information contained in a previous Phase, evaluators reserve the right to re-evaluate that portion of the previous Phase and adjust the previously adjudicated score accordingly. If such re-evaluation results in the Offeror's proposal being non-responsive for the re-evaluated Phase, the offer will be assessed as non-responsive and given no further consideration.

**4.2.** To be declared responsive, a bid must:

- a) comply with all the requirements of the RFSO; and
- b) meet all mandatory technical evaluation criteria (phase 1); and
- c) obtain the required minimum of **70%** for each part of phase 2 (written evaluation and interview respectively).

**4.3.** Offers not meeting (a) or (b) or (c) will be declared non-responsive.



#### 4.4. Phase 2 – Interview and Written Evaluation

In Phase 2, the offers that passed Phase 1 will be evaluated against the interview evaluation criteria and written evaluation. The following should be noted:

- (a) The interview and written evaluation will be conducted in English and French. The Offeror will be required to complete two written evaluations: one in English and one in French. If Canada, at his sole discretion, determines that the Offeror is not Bilingual, the Offeror's offer will be deemed non-responsive and will not be given further consideration.
- (b) The Offeror must have a minimum of 70% for the interview and 70% for the written evaluation. The total of both of these parts is the Technical Offer Score. The Offeror will be provided five Business Days' notice by the Standing Offer Authority to make any travel arrangements (at the Offeror's sole cost) to attend the interview and written evaluation, which will take place in Gatineau, Quebec. If the Offeror is unable to attend the interview and written evaluation at the time, date and place set out in the notice, the offer will be deemed non-responsive and will not be given further consideration.
- (c) There will not be any costs incurred to Canada for the purposes of completing Phase 2 of the evaluation process.

#### 4.5. Phase 3 - Financial Evaluation

SACC Manual Clause [M0220T](#) (2013-04-25), Evaluation of Price

#### 4.6. Phase 4 – Determination of Highest Ranked Offeror for Rotational Purposes

In Phase 4, a combined evaluation score for those offers that passed Phases 1 and 2 and that are responsive offers (the "Phase 4 Offers") will be determined in accordance with the following formula:

$$\frac{\text{Technical Offer Score} \times 70}{100} + \frac{\text{Lowest Price} \times 30}{\text{Offer Price}} = \text{COMBINED Evaluation Score}$$

The "Combined Evaluation Score" will be used to determine the ranking of the offers.

For the purpose of the formula, the "Lowest Price" will be the lowest financial evaluation price identified as the "Offer Price".

The six (6) Offerors with the highest Combined Evaluation Score will be considered for the issuance of a Standing Offer.



## PART 5 – STANDING OFFER

### 1. Security Requirement

- 1.1. The Contractor must, at all times during the performance of the Contract, hold a valid Security Clearance at the level of **SECRET**, issued or approved by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC) or by the Public Prosecution Service of Canada's Security Services.
- 1.2. The Contractor **MUST NOT** remove any **CLASSIFIED** or **PROTECTED** information from the identified work site(s).
- 1.3. The Contractor must comply with the provisions of the:
  - a) Security Requirements Check List attached at Annex "C"; and
  - b) Industrial Security Manual (Latest Edition).

### 2. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](#) issued by Public Works and Government Services Canada.

#### 2.1. General Conditions

[2005](#) (2014-09-25) General Conditions – Standing offers – Goods or Services, apply to and form part of the Contract.

### 3. Term

#### 3.1. Term of the Standing Offer

The Standing Offer period and period for making Call-ups against the Standing Offer will be from the Effective Date of the Standing Offer until June 30, 2016 (the "Initial Term").

#### 3.2. Option to Extend

- 3.2.1. The Offeror will grant to the Commissioner an irrevocable option to extend the Term of the Standing Offer by three (3) additional period of one (1) year under the same terms and conditions.
- 3.2.2. The Commissioner may exercise this option at any time by sending a written notice to the Offeror before the Standing Offer expiry date or any extension thereof.
- 3.2.3. The option to extend the Term of the Standing Offer may be exercised only by the Standing Offer Authority.

### 4. Authorities

#### 4.1. Standing Offer Authority

The Standing Offer Authority for the Standing Offer is:

Name: Caroline Lecours Savoury  
Title: Acting Manager  
Address: 284 Wellington Street

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Place Bell Centre  
Ottawa, Ontario K1A 0H8  
Telephone: 613-716-9439  
Facsimile: 613-941-9398  
E-mail address: [acquisitions@ppsc-sppc.gc.ca](mailto:acquisitions@ppsc-sppc.gc.ca)

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

Upon issuing a Call-up, the Standing Offer Authority is responsible for any contractual issues relating to individual Call-ups made against the Standing Offer.

#### 4.2. Project Authority

The Project Authority for the Contract is:

*<The Project Authority for the Standing Offer is to be identified at Standing Offer issuance>*

Name:  
Title:  
Address:  
Telephone:  
Facsimile:  
E-mail address:

The Project Authority named above is the representative of Canada and is responsible for all matters concerning the technical content of the Work under the Standing Offer. Technical matters may be discussed with the Project Authority; however, the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can be made only through a revision of the Standing Offer issued by the Standing Offer Authority.

Unless otherwise specified in the Call-up, Canada's representative with respect to a Call-up (the "Call-up Authority") shall be the same as the Project Authority.

In the event that the Call-up contains a Call-up Authority that is different than the Project Authority, he/she is responsible for all matters concerning the technical content of the Work under the Call-up. Technical matters may be discussed with the Call-up Authority; however, the Call-up Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can be made only through an amendment to the Call-up issued by the Standing Offer Authority.

#### 4.3. Technical Authority

The Technical Authority for the Contract is:

*<The Technical Authority for the Standing Offer is to be identified at Standing Offer issuance>*

Name:  
Title:  
Address:  
Telephone:

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Facsimile:

E-mail address:

The Technical Authority will be responsible for providing guidance on the technical requirements and deliverables.

#### **4.4. Offeror's Representative**

The Offeror's Representative between the Offeror and Canada is:

*<offeror to provide name, title, telephone number, facsimile number and e-mail address of its representative>*

Name:

Title:

Address:

Telephone:

Facsimile:

E-mail address

**4.4.1.** The Offeror's Representative must liaise with the Standing Offer Authority and the Project Authority and will be the first point of contact in terms of:

- (a) managing any business issues with the Project Authority and any Standing Offer issues with the Standing Offer Authority and, in particular, providing guidance, support and coordination relative to requests;
- (b) managing the day-to-day operational issues and technical requirements and, in particular, providing support and coordination relative to the Work; and
- (c) meeting, as required, with the Commissioner on issues relating to this Standing Offer, including, without limiting the generality of the foregoing, to review the performance of the Work, suggest improvements and assist in analyzing statistical data.

## **5. Call-up Procedures**

### **5.1. Identification of Offeror**

For the purposes of this Standing Offer, only the Standing Offer Authority is authorized to designate the Offeror that will provide the services. The Offeror's designation will be based on the following call-up procedures:

#### **5.1.1. Allocation of Work**

Work will be allocated to the Offeror in accordance with the procedures outlined below and using the call-up instrument PWGSC-TPSGC 942, Call-up Against a Standing Offer, or other electronic document provided entitled "Call-up Against a Standing Offer.". Call-ups against this Standing Offer will be processed as follows.

- 5.1.1.1. The ranking order established in clause 5.2 below will be used to determine the rank of each Offeror. Call-ups will be issued to Offerors on a rotational basis according to their rank, established pursuant to clause 5.2, starting with the first-ranked Offeror, continuing with the second-ranked Offeror and so on, until all Offerors have been issued a Call-up. Canada will then repeat the process, starting with the first-ranked Offeror and so on.

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- 5.1.1.2. The Standing Offer Authority will authorize the Offeror to initiate the Work by means of the PWGSC-TPSGC 942, Call-up Against a Standing Offer, or other electronic document provided entitled “Call-up Against a Standing Offer.” form, duly authorized and signed by Canada. The work shall be that described in the Statement of Work contained within the issued call-up. The Call-up shall include:
- i) the tombstone (i.e. basic financial) information in the fields of the Call-up form;
  - ii) information about the services to be delivered indicated in this Standing Offer, including the start and end dates of the services, the location of the Work and the language required;
  - iii) the total number of hours of work required;
  - iv) the firm all-inclusive hourly rate in Annex “B” of the Standing Offer;
  - v) the total value of the Call-up;
  - vi) the authorized signature(s) of the Contract Authority; and
  - vii) departmental contact person with respect to Work.
- 5.1.1.3. The Offeror must provide the Standing Offer Authority with written confirmation within two (2) business days of receiving the description of the Work, including confirmation of the start date.
- 5.1.1.4. The total financial limitation of the Call-up for the required Work will be determined in compliance with Annex B – Basis of Payment.
- 5.1.1.5. Should the Offeror prove to be incapable of performing the Work because of resource unavailability, the Offeror must notify the Standing Offer Authority in writing within one (1) business day of receiving the description of the Work to be done. Call-ups will be forwarded to the first-ranked supplier in accordance with the ranking order established below in clause 5.2 until a resource is available, and so on, following the predetermined ranking identified in clause 5.2

## 5.2. Order of Ranking

           *<number to be determined at Standing Offer issuance >* Standing Offers pursuant to Request for Standing Offers number 1000017059, have been issued. The order of ranking of offerors is as follows:

*< to be determined at Standing Offer issuance >*

**The order of ranking is used to issue Call-ups as per the Call-up procedures described in clause 5.**

## 5.3. Issuance of Call-ups

- 5.3.1. The Standing Offer Authority shall not issue any Call-up unless it has first obtained the Police Records Check and the Undertaking – Code of Conduct, in accordance with the Avoidance of Political Partisanship certification.
- 5.3.2. Issuance of a Call-up, made in accordance with the provisions of the Standing Offer, to the Offeror constitutes acceptance of its offer and results in the creation of a contract between Canada and the Offeror only for the goods, services or both described in the

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Call-up. The terms and conditions of such contract are those contained in Annex A – Resulting Contract Clauses (the “Contract”).

#### **5.4. Amendments to Call-ups**

Call-ups may be issued until the last day of the Term of the Standing Offer. No Contract can be amended after the end of the Term of the Standing Offer in order to lengthen the term of the Contract or increase its value.

#### **5.5. Availability of the Offeror**

The Offeror shall be available to commence the Work during an Electoral Event within 48 hours of the written notice that a Call-up will be issued.

### **6. Code of Conduct**

#### **6.1. Undertaking**

If the Offeror is an individual, he/she shall sign the undertaking in the form attached hereto as Annex D – Template Undertaking – Code of Conduct.

If the Offeror has identified a resource in section 9, Contractor’s Resource of the Resulting contract Clauses, the Offeror shall cause such resource to sign an undertaking in the form attached hereto as Annex D and deliver such signed undertaking to the Project Authority within 15 Business Days of the Effective Date.

The Standing Offer Authority, in his sole discretion, may terminate the Standing Offer and any Contract for default in accordance with Section 13 of [2005](#) - General Conditions - Standing Offers - Goods or Services:

- a) if the undertaking is not provided within the time frame requested; or
- b) when the Standing Offer Authority becomes aware of facts that, in his opinion, consist of a breach of the undertaking.

#### **6.2. Annual Police Records Check**

The Offeror shall provide to the Project Authority within 15 Business Days of the Effective Date and each yearly anniversary thereafter:

- a) if the Offeror is an individual, a Police Records Check in his or her name; or
- b) if a resource is identified in section 9, Contractor’s Resource of the Resulting contract Clauses, a Police Records Check in the name of such resource

The Standing Offer Authority may, in his sole discretion, terminate the Standing Offer and any Contract for default in accordance with Section 13 of [2005](#) - General Conditions - Standing Offers - Goods or Services:

- a) if the Police Records Check is not provided within the timeframe requested; or,
- b) if, upon reviewing the Police Records Check, he determines in his sole opinion, that there is a breach of the undertaking referred to in the Avoidance of Political Partisanship certification.

#### **6.3. Disclosure**

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The Offeror shall disclose to the Technical Authority any information that, in the opinion of a reasonable person, could be considered a breach of the undertaking referred to in Section 6.1.

If the Offeror has identified a resource in section 9, Contractor's Resource of the Resulting contract Clauses, the Offeror shall cause such resource to comply with the terms of this section.

If the Senior Director of Investigations is of the view that the information disclosed pursuant to this section may prevent the Offeror from performing the Work, he may advise the Project Authority of such information. The Standing Offer Authority may, in his sole discretion, terminate the Standing Offer and any Contract for default in accordance with Section 13 of [2005](#) - General Conditions - Standing Offers - Goods or Services.

## 7. Priority of Documents

The following documents are attached to and form an integral part of this Standing Offer. If there is a discrepancy between the wordings 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.

1. Annex A – Resulting Contract Clauses, including any annexes;
2. The articles of the Standing Offer;
3. [2005](#) (2014-09-25) General Conditions – Standing offers – Goods or Services;
4. [2010B](#) (2014-09-25), General Conditions - Professional Services (Medium Complexity);
5. Appendix A – Statement of Work;
6. Annex B – Pricing Table;
7. Annex C – Security Requirements Check List;
8. Annex D – Undertaking – Code of Conduct; and
9. the Offeror's offer, dated \_\_\_\_\_

## 8. Certifications

### 8.1. Compliance

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

## 9. Proactive Disclosure of Contracts with Former Public Servants

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

## 10. Applicable Laws

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

## 11. Non-Disclosure Agreement

The Contractor must obtain from its employee(s) or subcontractor(s) the completed and signed non-disclosure agreement, found in Annex E, Non-Disclosure Agreement, and provide it to the

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Project Authority before they are given access to information by or on behalf of Canada in connection with the Work.

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## Annex A – Resulting Contract Clauses

### 1. Statement of Work

The Offeror must perform the Work requested pursuant to a Call-up in Accordance with Annex A, Statement of Work.

### 2. Standard Clauses and Conditions

#### 2.1. General Conditions

[2010B](#) (2014-09-25), General Conditions - Professional Services (Medium Complexity), apply to and form part of the Contract.

#### 2.2. Amendments to the General Conditions

**2.2.1. Section 04, Status of the Contractor** of the [General Conditions](#) incorporated by reference above are hereby amended by inserting the following sentence:

Notwithstanding the foregoing, in accordance with section 511(3) of the CEA, the Commissioner hereby charges the Contractor with duties relating to the enforcement of the CEA and, as such, the Contractor is deemed to be a public officer for the purposes of Section 487 of the *Criminal Code*.

**2.2.2. Section 05, Subcontracts** of the [General Conditions](#) incorporated by reference above is deleted in its entirety and replaced with the following:

2.2.2.1. The Contractor is not required to obtain consent for subcontracts specifically authorized in the Contract. Subject to Subsections 2.2.2.2. and 2.2.2.3, the Contractor may also without the consent of the Contracting Authority:

- a) purchase "off-the-shelf" items and any standard articles and materials that are ordinarily produced by manufacturers in the normal course of business;
- b) subcontract any services that form part of the Work if it is customary in the carrying out of similar contracts; and,
- c) permit its subcontractors at any tier to make purchases or subcontract as permitted in paragraphs (a) and (b).

2.2.2.2. For the purpose of this Contract, the Contractor shall not subcontract any part of the Work associated with the investigative functions described in the Statement of Work whether or not such subcontracting may be considered customary in the carrying out of similar contracts.

2.2.2.3. For greater certainty, the Contractor shall not engage the services of legal counsel in respect to any part of the Work associated with the investigative functions described in the Statement of Work.

**2.2.3. Section 18, Confidentiality** of the [General Conditions](#) incorporated by reference above is deleted in its entirety.



## **2.3. Supplemental General Conditions**

### **2.3.1. An Oath of Secrecy**

The Parties hereby agree to sign any document that is necessary for the execution of this Contract, including but not limited to, an oath of secrecy pertaining to information contained in the Register of Electors, lists of electors and/or any record placed under the responsibility and/or owned by Canada.

## **3. Term**

The Work must be completed within the term set out in the Call-up (the “Contract Term”).

### **3.1. Early Termination of Term**

In the event that the Investigation being conducted by the Contractor under this Contract is no longer required for any purpose or reason whatsoever, the Contracting Authority may, terminate the Contract by providing 10 calendar days’ written notice to the Contractor. In such an event, subject to final payment of the Work completed prior to the termination date set out in the notice, the Contractor releases the Commissioner from all claims and demands arising out of this termination or out of anything done or omitted to be done under the Contract.

## **4. Authorities**

### **4.1. Contracting Authority**

The Contracting Authority will be the Standing Offer Authority.

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

Canada may change the name of the representative designated as Contracting Authority by sending a written notice to the Contractor.

### **4.2. Project Authority**

The Project Authority will be the Project Authority named in the Standing Offer unless otherwise indicated in the Call-up.

The Contracting Authority may change the name of the representative designated as Project Authority by sending a written notice to the Contractor.

## **5. Basis of Payment**

### **5.1. Contract Price**

The Contractor will be paid an hourly rate for the Work in accordance with the Pricing Table attached as Annex B to the Standing Offer.

The Contractor must not perform Work beyond 7.5 hours in one day unless authorized in advance by the Technical Authority. The Contractor shall not be entitled to any premium for any hours worked beyond the 7.5. The hourly rates set-out in the Pricing Table will apply to such hours.

### **5.2. Limitation of Expenditure**

**5.2.1.** Canada’s total liability to the Contractor under the Contract must not exceed the amount

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identified on the Call-up. Customs duties are included and any applicable sales tax is extra.

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

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

### **5.3. Travel and Living Expenses**

**5.3.1.** 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".

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

**5.3.3.** Subject to Subsection 5.3.2, the maximum cost of the travel and living expenses will be identified in the Call-up.

### **5.4. Other Direct Expenses**

The Contractor will be reimbursed for the direct expenses reasonably and properly incurred in the performance of the Work. These expenses will be paid at cost without any allowance for overhead or profit, upon submission of an itemized statement supported by copies of the invoices, receipts and vouchers.

## **6. Payment**

SACC *Manual* clause [H1008C](#) (2008-05-12) Monthly Payment

### **6.1. SACC Manual Clauses**

The following SACC manual Clauses are incorporated by reference and form part of this Contract:

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ID	Date	Title
<a href="#">4008</a>	2008-12-12	Personal Information
<a href="#">A9116C</a>	2007-11-30	T1204 Information Reporting by Contractor
<a href="#">A7017C</a>	2008-05-12	Replacement of Specific Individuals
<a href="#">B9028C</a>	2007-05-25	Access to Facilities and Equipment
<a href="#">A9068C</a>	2010-01-11	Government Site Regulations
<a href="#">C0711C</a>	2008-05-12	Time Verification
<a href="#">C2000C</a>	2007-11-30	Taxes - Foreign-based Contractor

## 7. Invoicing Instructions

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

7.2. 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.

7.3. Invoices must be distributed as follows:

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

ATTN: Financial and Administrative Assistant  
Office of the Commissioner of Canada Elections  
30 Victoria Street  
Gatineau, QC K1A 0M6

## 8. Insurance Requirements

Offerors are responsible for deciding if insurance coverage is necessary to fulfill the obligations under the Standing Offer to ensure compliance with any applicable law. Any insurance acquired or maintained by Offerors is at their own expense and for their own benefit and protection. It does not release the successful Offeror from or reduce its liability under the Standing Offer.

## 9. Contractor's Resources

The Contractor certifies that \_\_\_\_\_ *[Insert name of individual]* will be available to perform the Work. If, for whatever reasons, the Contractor is unable to provide the services of such individual, then, in accordance with clause [A7017C](#), Canada may, at its sole discretion, terminate the Contract for default in accordance with Article 24 of [2010B](#) (2014-09-25), General Conditions - Professional Services (Medium Complexity).



## Appendix A – Statement of Work

### 1. Title

Investigative Services

### 2. Definitions

Unless the context clearly requires otherwise, the capitalized terms used in the SOW shall have the definitions assigned to them in the Standing Offer Agreement or in this Section. These definitions shall apply equally to both the singular and plural forms of the terms defined, and words of any gender shall include each other gender when appropriate.

*Electoral Event* means a federal general election, federal by-election or federal referendum;

*Field Personnel* may include individuals holding the following positions: returning officer (RO), assistant returning officer (ARO), additional assistant returning officer (AARO), recruitment officer, receptionist, revision supervisor, revising agent, automation coordinator (AC), training officer, special ballot coordinator (SBC), office coordinator, community relations officer (CRO), office clerk, central poll supervisor (CPS), deputy returning officer (DRO), Poll Clerk (PC), Registration Officer (RegO), Information Officer (IO); any other election officers appointed pursuant to section 22 of the *Canada Elections Act*; contractors acting in the capacity of field liaison officers (FLO); or other individuals as determined by Elections Canada.

### 3. Background and Objectives

#### 3.1. Commissioner of Canada Elections

The Commissioner of Canada Elections is the independent officer whose duty is to ensure that the *Canada Elections Act*, S.C. 2000, c. 9 (CEA) and the *Referendum Act* are complied with and enforced.

The compliance aspect of the Commissioner's role involves taking corrective action when the law is infringed. One aspect, for example, is ensuring that registered political parties, electoral district associations, leadership contestants, nomination contestants, candidates and all their agents, and referendum committees fulfill their obligations under the CEA. These obligations include submitting financial returns and other documents by the deadlines specified in the CEA.

#### 3.2. Investigations and Prosecutions

If the Commissioner believes on reasonable grounds that an offence under the CEA has been committed, the Commissioner may refer the matter to the Director of the Public Prosecution Service of Canada (PPSC), who decides whether to initiate a prosecution. The PPSC initiates and conducts prosecutions on behalf of the Crown with respect to any offences under the CEA and the *Referendum Act*, as well as any appeal or other proceeding related to such a prosecution. If the PPSC decides to initiate a prosecution, the PPSC asks the Commissioner to lay sworn information in writing before a justice, as defined in section 2 of the *Criminal Code*.

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No prosecution for an offence may be instituted by a person other than the PPSC without the PPSC's prior consent.

### **3.3. Project Background and Objective**

The Office of the Commissioner of Canada Elections (OCCE) requires the professional services of Offerors to conduct investigations pursuant to the CEA and the *Referendum Act*. A cadre of full time investigators has been established in Gatineau, Quebec that carries out investigations. The complement of indeterminate staff can at times be insufficient to deal with pressing investigative needs. For this reason, the OCCE requires the professional services of Offerors on an 'as and when requested' basis to carry out inquiries and conduct investigations in all regions of Canada. The Offeror must be ready, willing and able to provide immediate support to the OCCE as the situation dictates.

Investigations enable the OCCE to carry out its mandate of ensuring that the CEA is complied with and enforced.

## **4. Scope of Work**

### **4.1. Request for Services**

When services are required, the Technical Authority will make the determination to issue a call-up based on the following:

- 4.1.1. The Offeror's availability;
- 4.1.2. The characteristics of each case including, but not limited to, the nature of the allegations and the location where the alleged events occurred.

### **4.2. Services**

The Offeror on an 'as and when requested' basis will carry out inquiries and conduct investigations in accordance with the OCCE Investigators Manual. This may include the following:

- 4.2.1. Conduct interviews and take written or audio recorded statements from complainants, respondents, Field Personnel and others.
- 4.2.2. Seize and preserve evidence.
- 4.2.3. Prepare written reports and other documents.
- 4.2.4. Submit all originals and copies of notes, documents, reports and other related material or evidence.
- 4.2.5. Attend before a Justice, counsel or other officer to obtain any order or other authority from a Court to effect compliance and/or enforcement of the CEA.
- 4.2.6. Assist prosecuting counsel and the legal staff of the OCCE with respect to any prosecution under the CEA or related statutes.
- 4.2.7. As needed, seek input from the Technical Authority.



#### **4.3. OCCE Investigators manual**

- 4.3.1. The Offeror will be required to provide the services outlined above in accordance with the OCCE Investigators Manual. This manual will be provided to them after they have been called up.
- 4.3.2. The Offeror acknowledges that the OCCE Investigators Manual may be amended from time to time. The Offeror shall implement the changes resulting from the amended guidelines upon receipt of same from the Technical Authority.

#### **4.4. Documentation Requirements**

- 4.4.1. The Offeror shall document his or her activities in relation to the call-up (all such documentation collectively referred to as "Work Documentation") as specifically outlined in the OCCE Investigators Manual.
- 4.4.2. The Work Documentation will form part of an investigation file that the Offeror will create and maintain in good order.
- 4.4.3. The investigation file will entail both a paper and electronic component.
- 4.4.4. Work Documentation may be subject to the provisions of the *Privacy Act* and the *Access to Information Act*.
- 4.4.5. During the Term of the Contract, the Offeror shall retain and shall not destroy any Work Documentation and, within 15 days prior to the end of the Term of the Contract, shall deliver to the Technical Authority all such Work Documentation.

#### **4.5. Equipment**

- 4.5.1. The Offeror shall use the equipment provided by the Commissioner of Canada Elections:
  - (a) only for the purpose of carrying out his or her activities pertaining to the call-up; and
  - (b) In compliance with applicable information technology policies.
- 4.5.2. The Offeror shall return the Equipment, as instructed by the Technical Authority, upon completion of the call-up.
- 4.5.3. The Offeror from time to time will be required to make use of their personal cell phone.

#### **5. Training**

- 5.1. The Offeror shall be available to participate in training sessions to be held at the Commissioner's offices.

#### **6. Meetings / Interviews and Statements**

- 6.1. The Offeror shall be available to participate in meetings to be held at the Commissioner's offices or at any other location determined by the Technical Authority.
- 6.2. As specifically outlined in the OCCE Investigators Manual, the Offeror must conduct interviews and take statements.



## **7. Location of Work / Constraints / Travel**

- 7.1.** Except as provided in 7.2 and 7.6 below, the Work will be completed at the Commissioner's offices in Gatineau where the Offeror will be provided with a work station.
- 7.2.** The Offeror with the pre-approval of the Technical Authority may perform the Work at his or her premises.
- 7.3.** The Offeror shall be available between the hours of 7:00 a.m. to 5:00 p.m. Monday to Friday for up to five days per week 'as and when requested, in accordance with the call-up. One morning, afternoon and lunch break will be provided.
- 7.4.** On an urgent basis, the Offeror with the pre-approval of the Technical Authority may be required to provide the Work over weekends, evenings and statutory holidays.
- 7.5.** The Offeror must be able to be onsite at the Commissioner's offices within forty-eight (48) hours of being notified (by telephone and/or email) should their services be required on an urgent basis.
- 7.6.** The Offeror with the pre-approval of the Technical Authority may be required to travel to perform the Work.

## **8. Code of Conduct**

- 8.1.** The Offeror shall, throughout the Term of the Contract, provide the services set out in subsection 4.2 in the manner set forth in this section 7.
- 8.2.** The Offeror shall maintain effective working relationships with the personnel of the Commissioner, PPSC, complainants, respondent, Field Personnel and others by:
  - a. demonstrating patience and tact;
  - b. by working both independently and as part of a team;
  - c. fostering a positive and professional work environment;
  - d. dealing with all intervenors in the federal electoral process with respect;
  - e. respecting the roles and responsibilities of all intervenors in the federal electoral process; and
  - f. acting with discretion at all times.
- 8.3.** The Offeror will be required to remain familiar and current with legislation that affects the Work. Currently, the following legislation is applicable in the performance of the work:
  - 8.3.1 CEA
  - 8.3.2 *Criminal Code* (R.S., 1985, c. C-46)
  - 8.3.3 *Interpretation Act* (R.S., 1985, c. I-21)
  - 8.3.4 *Access to Information Act* (R.S., 1985, c. A-1)



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## **9. Media Requests**

- 9.1.** During the Term of the Contract and thereafter, the Offeror shall not comment publicly or interact with the media in connection with the Work performed under the call-up and shall direct any media requests related thereto directly to the Communications Officer.



## Annex B – Pricing Table

### 1. Professional Services

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

Initial Term	Estimated Level of Effort	Firm All-Inclusive Hourly Rate Investigative Services	Sub-Total (Column B x Column C) = Column D
<i>Column A</i>	<i>Column B</i>	<i>Column C</i>	<i>Column D</i>
Initial Standing Offer Term Effective date to June 30, 2016	2700 hours	\$ to be completed by Offeror	\$ to be completed by Offeror
Estimated Other Direct Expenses			\$ to be completed by Offeror
<b>TOTAL Initial Term = Column D</b>			\$ to be completed by Offeror

Option Period	Estimated Level of Effort	Firm All-Inclusive Hourly Rate Investigative Services	Sub-Total (Column B1 x Column C1) = Column D1
<i>Column A1</i>	<i>Column B1</i>	<i>Column C1</i>	<i>Column D1</i>
Option Year 1 July 1, 2016 to June 30, 2017	1800 hours	\$ to be completed by Offeror	\$ to be completed by Offeror
Option Year 2 July 1, 2017 to June 30, 2018	1800 hours	\$ to be completed by Offeror	\$ to be completed by Offeror
Option Year 3 July 1, 2018 to June 30, 2019	1800 hours	\$ to be completed by Offeror	\$ to be completed by Offeror
Estimated Other Direct Expenses			\$ to be completed by Offeror
<b>TOTAL Option Period = Column D1</b>			\$ to be completed by Offeror

<b>TOTAL Initial Term = Column D</b>	\$ to be completed by Offeror
<b>TOTAL Option Period = Column D1</b>	\$ to be completed by Offeror
<b>OFFER PRICE (Total Initial Term + Total Option Periods)</b>	\$ to be completed by Offeror

### 2. Travel and Living Expenses

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

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

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Estimated cost: \$\_\_\_\_\_

### **3. Other Direct Expenses**

The Contractor will be reimbursed for the direct expenses reasonably and properly incurred in the performance of the Work. These expenses will be paid at actual cost without mark-up, upon submission of an itemized statement supported by receipt vouchers.





### Annex C – Security Requirement Checklist



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 <b>Services des poursuites pénales</b>	2. Branch or Directorate / Direction générale ou Direction <b>Commissaire aux élections fédérales</b>	
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  Investigations		
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 type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui	
6. c) Is this a commercial courier or delivery requirement with no overnight storage? / S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	
Foreign / Étranger <input type="checkbox"/>		
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions / Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	
Not releasable / À ne pas diffuser <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	
Restricted to: / Limité à: <input type="checkbox"/>	Specify country(ies): / Préciser le(s) pays: <input type="checkbox"/>	
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 checked="" type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET / SECRET <input checked="" type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET / SECRET <input type="checkbox"/>
TOP SECRET / TRÈS SECRET <input type="checkbox"/>		TOP SECRET / TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>

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Security Classification / Classification de sécurité





Contract Number / Numéro du contrat
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**PART A (continued) / PARTIE A (suite)**

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

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

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

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

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

Special comments:  
 Commentaires spéciaux : \_\_\_\_\_

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

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

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

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

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

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

**PRODUCTION**

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

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

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

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

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité





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 / CLASSIFIÉE			NATO				COMSEC					
	A	B	C	CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET	NATO RESTRICTED / NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL / NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET / COSMIC TRÈS SECRET	PROTECTED / PROTÉGÉ			CONFIDENTIAL / CONFIDENTIEL	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 D – Undertaking – Code of Conduct

### VERSION 1 TO USE IF RESOURCE HAS BEEN IDENTIFIED IN OFFER

**TO:** Canada

**FROM:** *[INSERT NAME OF RESOURCE]* (hereinafter “Resource”)

**RE:** Contract between *[Insert name of Contractor]* (hereinafter the “Contractor”) and Commissioner dated *[Insert date]* and numbered *[Insert contract number]*

**WHEREAS** the Resource has been identified in Section 9 of the Contract as the individual that will be performing the Work (as such term is defined in the Contract);

**AND WHEREAS**, in accordance with the Avoidance of Political Partisanship certification, the Contractor has covenanted to obtain the herein undertaking from the Resource;

### NOW THEREFORE,

#### 1. The Resource hereby undertakes to:

- a) act with honesty and integrity;
- b) treat all persons equally, without discrimination based on a person’s race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, family status or disability;
- c) refrain from using profane, abusive or insulting language or actions or actions that are otherwise uncivil to any member of the public;
- d) refrain from exercising unnecessary force;
- e) refrain from behaviour that is either prohibited or not authorized by law or that would reflect negatively on his/her reputation;
- f) co-operate with police where it is required by law; and
- g) not to be unfit for duty, while working, through consumption of alcohol or drugs.

#### 2. The Resource declares that

- he/she has not been the subject of either a court finding or a decision resulting from a professional disciplinary proceeding concerning his/her conduct in the carrying out of his/her professional functions; or
- a court finding or such decision has been rendered in his/her regards, a copy of which is attached hereto.

Dated at \_\_\_\_\_, \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Witness \_\_\_\_\_

*[INSERT NAME OF RESOURCE]*



**VERSION 2 TO USE IF NO RESOURCE HAS BEEN IDENTIFIED IN THE OFFER AS THE OFFEROR IS AN INDIVIDUAL**

**TO:** Canada

**FROM:** *[INSERT NAME OF CONTRACTOR]* (hereinafter “Contractor”)

**RE:** Contract between Contractor and Canada dated *[Insert date]* and numbered *[Insert contract number]*

**WHEREAS** in accordance with the Avoidance of Political Partisanship certification, the Contractor has covenanted to provide the herein undertaking;

**NOW THEREFORE,**

**1. The Contractor hereby undertakes to:**

- a) act with honesty and integrity;
- b) treat all persons equally, without discrimination based on a person’s race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, family status or disability;
- c) refrain from using profane, abusive or insulting language or actions or actions that are otherwise uncivil to any member of the public;
- d) refrain from exercising unnecessary force;
- e) refrain from behaviour that is either prohibited or not authorized by law or that would reflect negatively on his/her reputation;
- f) co-operate with police where it is required by law; and
- g) not to be unfit for duty, while working, through consumption of alcohol or drugs.

**2. The Contractor declares that**

- he/she has not been the subject of either a court finding or a decision resulting from a professional disciplinary proceeding concerning his/her conduct in the carrying out of his/her professional functions; or
- a court finding or such decision has been rendered in his/her regard, a copy of which is attached hereto.

**Dated at \_\_\_\_\_, \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.**

\_\_\_\_\_  
 Witness

\_\_\_\_\_  
*[INSERT NAME OF CONTRACTOR]*

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## Annex E – Non-Disclosure Agreement

I, \_\_\_\_\_, recognize that in the course of my work as an employee or subcontractor of \_\_\_\_\_, I may be given access to information by or on behalf of Canada in connection with the Work, pursuant to Contract Number \_\_\_\_\_ between Her Majesty the Queen in right of Canada, represented by Public Prosecution Service of Canada and \_\_\_\_\_, including any information that is confidential or proprietary to third parties, and information conceived, developed or produced by the Contractor as part of the Work. For the purposes of this agreement, information includes but not limited to: any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labeled as proprietary or sensitive, that is disclosed to a person or that a person becomes aware of during the performance of the Contract. I further understand that I am statute-bound by section 510.1 of the *Canada Elections Act* which states that, subject to limited circumstances set out in that Act, neither the Commissioner nor any person acting under the Commissioner’s direction shall disclose any information relating to an investigation that comes to their knowledge in the exercise of their powers or the performance of their duties and functions under that Act, including information that reveals or from which may be inferred the name of the complainant, if any, the person whose conduct is being investigated or any witness.

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

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

I agree that the obligation of this agreement will survive the completion of the Contract Number:  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## Annex F – Vendor Information and Authorization Form

### 1.0 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: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Is this your billing address? Yes  No

If no:  
 Complete Billing 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: \_\_\_\_\_

### 2.0 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
_____	_____	_____
_____	_____	_____
_____	_____	_____

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