



Military Police
Complaints Commission
of Canada

Commission d'examen des plaintes
concernant la police militaire
du Canada

**Military Police Complaints
Commission of Canada /
Commission d'examen des plaintes
concernant la police militaire du
Canada**
270 rue Albert Street
Ottawa, Ontario K1P 5G8

Title — Sujet: Military Police Complaint Commission Investigation Services / Services d'enquête de la Commission d'examen des plaintes concernant la Police militaire	
Solicitation No. — N° de l'invitation	Date: 2016-06-29

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

**Proposal to: Military Police Complaints
Commission 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 therefor.

**Proposition à: Commission d'examen des
plaintes concernant la police militaire 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 appendices ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments — Commentaires :

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

Solicitation Closes — L'invitation prend fin	Time Zone — Fuseau horaire
At / à: 14:00 (hours/heures)	EST (Eastern Standard Time) / <input checked="" type="checkbox"/> HNE (heure normale de l'Est)
On / le : 2016-08-09	EDT (Eastern Daylight Saving Time) / <input type="checkbox"/> HAE (heure avancée de l'Est)
F.O.B. — F.A.B.	
Plant-Usine:	Destination: <input checked="" type="checkbox"/> Other — Autre: <input type="checkbox"/>
Address Enquiries to — Adresser Jennifer Hohmann Wood	
Telephone No. — No de téléphone: 613-947-5750 / 1-800-632-0566	FAX No. — No de télécopieur : 613-947-5713
Destination - of Goods and or Services: Destination – des biens et ou services : 270 Albert Street, 10 th Floor, Ottawa, Ontario	

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

**Jennifer Hohmann Wood
Military Police Complaints
Commission of Canada /
Commission d'examen des plaintes
concernant la police militaire du
Canada**
270 rue Albert Street, 10th floor
Ottawa, Ontario K1P 5G8

Delivery Required — Livraison exigée See herein — voir aux présentes	Delivery Offered — Livraison proposée
Vendor/Firm Name and Address — Raison sociale et adresse du fournisseur/de l'entrepreneur:	
Telephone No. — No de téléphone:	FAX No. — No de télécopieur :
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) — Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

- 1.1 Introduction
- 1.2 Summary
- 1.3 Security Requirements
- 1.4 Debriefings

PART 2 - OFFEROR INSTRUCTIONS

- 2.1 Standard Instructions, Clauses and Conditions
- 2.2 Submission of offers
- 2.3 Former Public Servant
- 2.4 Enquiries - Bid Solicitation
- 2.5 Applicable Laws

PART 3 - BID PREPARATION INSTRUCTIONS

- 3.1 Bid Preparation Instructions

PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

- 4.1 Evaluation Procedures
- 4.2 Basis of Selection

PART 5 - CERTIFICATIONS

- 5.1 Certifications Precedent to Contract Award

PART 6 - SECURITY REQUIREMENTS

- 6.1 Security Requirement
- 6.2 Financial Capability

PART 7 - RESULTING CONTRACT CLAUSES

A. Standing Offer

- 7.1 Statement of Work
- 7.2 Standard Clauses and Conditions
- 7.3 Non-Disclosure Agreement
- 7.4 Security Requirement

- 7.5 Period of Standing Offer
- 7.6 Authorities
- 7.7 Call-up procedures
- 7.8 Call-up instrument
- 7.9 Limitation of Call-ups
- 7.10 Financial Limitation
- 7.11 Priority of Documents
- 7.12 Certifications

B. Resulting contract clauses

- 7.1 Authorities
- 7.2 Payment
- 7.3 Invoicing Instructions
- 7.4 Certifications
- 7.5 Applicable Laws
- 7.6 Priority of Documents
- 7.7 Insurance

List of Annexes:

Annex	A	Statement of Work
Annex	B	Basis of Payment
Annex	C	Not applicable
Annex	D	Technical Criteria
Annex	E	Non-Disclosure Agreements
Annex	F	IT Security Requirements and Controls
Annex	G	Security Requirements Check List

PART 1 - GENERAL INFORMATION

1.1 Introduction

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

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

Part 2 Offeror Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;

Part 3 Bid Preparation Instructions: provides Offerors with instructions on how to prepare their bid;

Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection.

Part 5 Certifications: includes the certifications to be provided;

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

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

The Annexes include the Statement of Work, Basis of Payment, Pricing Schedule, Non-Disclosure Agreements, IT Security Requirements and the Security Requirements Check List.

1.2 Summary

1.2.1 The purpose of this contract is to obtain the services of the Contractor to provide the Military Police Complaints Commission of Canada with Investigation Services for a Public Interest Investigation as well “as and when required”, ad hoc Investigation Services.

The investigation services will be required for (1) Lead Investigator and (1) Supporting Investigator.

- The period of the Contract is from Contract award to March 31, 2018.
- The Contractor grants to Canada the irrevocable option to extend the terms of the Contract by up to three (3) additional 1 (one) year periods, from April

1, 2018 to March 31, 2019, from April 1, 2019 to March 31, 2020 and from April 1, 2020 to March 31, 2021 under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

The exact level of effort for the Public Interest Investigation is not known and will be determined as the Investigation unfolds. It could range from 65 to 276 days.

1.2.2 Trade agreements

The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA)

1.3 Security Requirement

There is a security requirement associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses.

For more information on personnel and organization security screening or security clauses, Offerors should refer to the Industrial Security Program (ISP) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

1.4 Debriefings

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

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions 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 a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2006 (2015-07-03), Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Offers will remain open for acceptance for a period of not less than **120 days** from the closing date of the RFSO, unless specified otherwise in the RFSO. Canada reserves the right to seek an extension of the offer validity period from all responsive offerors in writing, within a minimum of 3 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.

2.2 Submission of Offers

Offers must only be submitted *electronically* to the MPCC Registry by the date, time and place indicated on page 1 of the Request for Standing Offer.

2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have 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 information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the offer non-responsive.

Definitions

For the purposes of this clause,

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

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

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

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

Former Public Servant in Receipt of a Pension

As per the above definitions, is the 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.

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](#).

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:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

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

2.4 Enquiries - Bid Solicitation

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

Offerors should reference as accurately as possible the numbered item of the bid solicitation 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 Offeror 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.

2.5 Applicable Laws

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

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

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that Offerors provide their bid in separate sections as follows:

Section I: Technical Bid (1 electronic copy) – in a separate attachment

Section II: Financial Bid (1 electronic copy) – in a separate attachment

Section III: Certifications (1 electronic copy) – in a separate attachment

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

Canada requests that Offerors use a numbering system that corresponds to that of the Request for Standing Offers.

Section I: Technical Bid

In their technical bid, Offerors should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements.

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

Section II: Financial Bid

Offerors must submit their financial bid in Canadian funds and in accordance with the pricing schedule detailed in Annex B, Basis of Payment. The total amount of Applicable Taxes must be shown separately.

- 3.1.1 The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

Section III: Certifications

In Section III of their bid, Offerors should provide the certifications required under Part 5 and, as applicable, any related documentation.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

4.1.1 Technical Evaluation

Refer to Annex D. Mandatory Technical Criteria must be fully completed and submitted with the bid. Point-rated technical criteria not addressed will be given a score of zero.

4.1.2 Financial Evaluation

For bid evaluation and Offeror(s) selection purposes only, the evaluated price of a bid will be determined in accordance with the Pricing Schedule detailed in Annex B Basis of Payment.

4.2 Basis of Selection – Highest Rated Within Budget

The maximum funding available for the Contract resulting from the bid solicitation is \$110 hourly rate (Applicable Taxes extra) for the Lead Investigator Stream and \$100 hourly rate (Applicable Taxes extra) for the Supporting Investigator Stream. Bids valued in excess of this amount will be considered non-responsive. Hourly rate must be the same for all contract periods including all option periods. This disclosure does not commit Canada to pay the maximum funding available.

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation;
 - b. meet all mandatory technical evaluation criteria; and

- c. obtain the required minimum points for the technical evaluation criteria which are subject to point rating.
2. Bids not meeting (a) or (b) or (c) will be declared non responsive. The responsive bid with the highest number of points will be recommended for award of a contract, provided that the total evaluated price does not exceed the budget available for this requirement.

The MPCC intends to qualify Suppliers on the Request for Standing Offers as follows:

Stream A: Up to 1 supplier may be qualified – Lead Investigator Services

Stream B: Up to 1 supplier may be qualified – Supporting Investigator Services

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a highest rated within budget, respectively. The total available points equals 90 and the lowest evaluated price is \$110.00

Basis of Selection - Highest Rated Within Budget			
	Offeror 1	Offeror 2	Offeror 3
Technical Merit Score	85/90	75/90	80/90
Offer Evaluated Price	\$110.00	\$105.00	\$100.00
Overall Rating	1 st	3 rd	2 nd

Lead Investigator

If more than one Offeror is ranked first because of identical overall scores, then the Offeror with the highest average technical score for the R1C + R2C + RC3 / 3 will become the top-ranked Offeror.

If more than one Offeror is still ranked first because of identical overall scores and highest average technical score for the R1C + R2C + RC3 / 3, then the Offeror with the lowest cost will become the top-ranked Offeror.

If more than one Offeror is still ranked first because of identical overall scores, and highest average technical score for the R1C + R2C + RC3 / 3 and lowest cost, then the Offeror (s) will be subject to a coin toss to determine the top-ranked Offeror.

Supporting Investigator

If more than one Offeror is ranked first because of identical overall scores, then the Offeror with the highest average technical score for the R2C + R3C + R4C / 3 will become the top-ranked Offeror.

If more than one Offeror is still ranked first because of identical overall scores and highest average technical score for the $R2C + R3C + R4C / 3$, then the Offeror with the lowest cost will become the top-ranked Offeror.

If more than one Offeror is still ranked first because of identical overall scores, and highest average technical score for the $R2C + R3C + R4C / 3$ and lowest cost, then the Offeror (s) will be subject to a coin toss to determine the top-ranked Offeror.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

5.1 Certifications Required with the Offer

Offerors must submit the following duly completed certifications as part of their offer.

5.1.1 Declaration of Convicted Offences

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Offeror must provide with its offer, a completed Declaration Form (<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html>), to be given further consideration in the procurement process

5.2 Certifications Precedent to the Issuance of a Standing Offer and Additional Information

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

5.2.1 Integrity Provisions

1. The *Ineligibility and Suspension Policy* (the "Policy") in effect on the date the bid solicitation is issued, and all related Directives in effect on that date, are incorporated by reference into, and form a binding part of the bid solicitation. The Bidder must comply with the Policy and Directives, which can be found at [*Ineligibility and Suspension Policy*](#).

2. Under the Policy, charges and convictions of certain offences against a Supplier, its affiliates or first tier subcontractors, and other circumstances, will or may result in a determination by Public Works and Government Services Canada (PWGSC) that the Supplier is ineligible to enter, or is suspended from entering into a contract with Canada. The list of ineligible and suspended Suppliers is contained in PWGSC's Integrity Database. The Policy describes how enquiries can be made regarding the ineligibility or suspension of Suppliers.
3. In addition to all other information required in the bid solicitation, the Bidder must provide the following:
 - a. by the time stated in the Policy, all information required by the Policy described under the heading "Information to be Provided when Bidding, Contracting or Entering into a Real Property Agreement"; and
 - b. with its bid, a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy. The list of foreign criminal charges and convictions must be submitted using an Integrity Declaration Form, which can be found at [Declaration form for procurement](#).
4. Subject to subsection 5, by submitting a bid in response to this bid solicitation, the Bidder certifies that:
 - a. it has read and understands the [Ineligibility and Suspension Policy](#);
 - b. it understands that certain domestic and foreign criminal charges and convictions, and other circumstances, as described in the Policy, will or may result in a determination of ineligibility or suspension under the Policy;
 - c. it is aware that Canada may request additional information, certifications, and validations from the Bidder or a third party for purposes of making a determination of ineligibility or suspension;
 - d. it has provided with its bid a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy;
 - e. none of the domestic criminal offences, and other circumstances, described in the Policy that will or may result in a determination of ineligibility or suspension, apply to it, its affiliates and its proposed first tier subcontractors; and
 - f. it is not aware of a determination of ineligibility or suspension issued by PWGSC that applies to it.
5. Where a Bidder is unable to provide any of the certifications required by subsection 4, it must submit with its bid a completed Integrity Declaration Form, which can be found at [Declaration form for procurement](#).
6. Canada will declare non-responsive any bid in respect of which the information requested is incomplete or inaccurate, or in respect of which the information contained in a certification or declaration is found by Canada to be false or misleading in any respect. If Canada establishes after award of the Contract that the Bidder provided a false or misleading certification or declaration, Canada may terminate the Contract for default. Pursuant to the Policy, Canada

may also determine the Bidder to be ineligible for award of a contract for providing a false or misleading certification or declaration.

5.2.2 Federal Contractors Program for Employment Equity - Bid 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 http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml list available from website.

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

5.2.3 Additional Certifications Precedent to Issuance of a Standing Offer

5.2.3.1 Status and Availability of Resources

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

If the Offeror has proposed any individual who is not an employee of the Offeror, the Offeror certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Offeror must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Offeror and of his/her availability.

5.2.3.2 Education and Experience

The Offeror certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Offeror to be true and accurate. Furthermore, the Offeror warrants that every individual

proposed by the Offeror for the requirement is capable of performing the Work described in the resulting contract.

PART 6 - Security, Financial and Insurance Requirements

6.1 Security Requirements

1. Before award of a contract, the following conditions must be met:
 - (a) the Offeror's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 7 - Standing Offer;
 - (b) the Offeror must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.
 - (c) the Offeror's must meet the security requirement as indicated in Part 7- Standing Offer; and
2. Offerors are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Offeror to obtain the required clearance will be at the entire discretion of the Contracting Authority.
3. For additional information on security requirements, Offerors should refer to the Industrial Security Program (ISP) of Public Works and Government Services Canada (<http://ssi-iss.tpsgcpwgsc.gc.ca/index-eng.html>) website.

Note: MPCC will sponsor the security clearance of proposed resources, if required.

6.2 Financial Capability

MPCC may request, prior to award of any Standing Offer, specific information with respect to any Officer's legal and financial status; and

Conduct a financial capability review of any Offeror prior to Standing Offer award. The MPCC reserves the right to reject a bid based solely on the "financial capability review". The Offeror agrees to accept and be bound by the MPCC's interpretation of the financial requirements.

PART 7 – STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

7.1 Offer

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

7.2 Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer 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.

7.2.1 General Conditions

2005 (2015-09-03) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

7.3 Non-Disclosure Agreement

The Offeror must obtain from its employee(s) or subcontractor(s) the completed and signed non-disclosure agreement, attached at Annex E, and provide it to the Project Authority before they are given access to information by or on behalf of Canada in connection with the Work.

7.4 Security Requirement

7.4.1 The following security requirement (SRCL and related clauses) applies and form part of the Standing Offer:

7.4.1.2 The Contractor/Offeror personnel requiring access to PROTECTED information, assets or work site(s) must EACH hold a valid SECRET STATUS, granted or approved by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC) or MPCC.

7.4.1.3 The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce or store PROTECTED information unless the CISD/PWGSC or MPCC has issued written approval.

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

7.4.1.5 The Contractor/Offeror must comply with the provisions of the:

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

7.4.2 Contractor's Site or Premises Requiring Safeguard Measures

The Contractor must diligently maintain up-to-date the information related to the Contractor's site or premises where safeguard measures are required in the performance of the Work, for the following addresses:

Address:

Street Number / Street Name, Unit / Suite /
Apartment Number City, Province / Territory
Postal Code

7.5 Term of Standing Offer

7.5.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from Contract Award to March 31, 2018.

7.5.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional three (3) additional one (1) year period(s) under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

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

7.6 Authorities

7.6.1 Standing Offer Authority

The Contracting Authority for the Contract

is: Name: Julianne Dunbar
Title: General Counsel
Military Police Complaints Commission of Canada
Address: 270 Albert St, 10th Floor, Ottawa, Ontario
Telephone: 613-943-5592

Facsimile: 613-947-5713

E-mail address: julianne.dunbar@mpcc-cppm.gc.ca

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

7.6.2 Technical Authority

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

The Technical Authority is the representative of the department, agency or Crown corporation for whom the Work will be carried out under a call-up against the Standing Offer and is responsible for all the technical content of the Work under the resulting Standing Offer. The Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Standing Offer Authority or an Identified User.

7.6.3 Offeror's Representative

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

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

Contact Name: _____

Title: _____

Telephone No.: _____

Facsimile: _____

E-mail address: _____

7.7 Call-up Procedures

The call-up procedures require that when a requirement is identified, the identified user will contact the offeror to determine if the requirement can be satisfied by that offeror. If the offeror is able to meet the requirement, a call-up is made against its standing offer.

7.8 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using form, PWGSC-TPSGC 942, Call-up Against a Standing Offer,

7.9 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed the overall value of the contract (Goods and Services Tax or Harmonized Sales Tax included).

7.10 Financial Limitation - Total

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$200,000.00 (*Goods and Services Tax or Harmonized Sales Tax excluded*) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or four (4) months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

7.11 Priority of Documents

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

- (a) the call up against the Standing Offer, including any annexes;
- (b) the Articles of the Standing Offer;
- (c) the general conditions 2005 (2015-09-03) , General Conditions - Standing Offers - Goods or Services
- (d) the general conditions 2010B (2015-09-03) , General Conditions – Professional Services - Medium complexity
- (e) Annex A, Statement of Work;
- (f) Annex B, Basis of Payment;
- (g) Annex C, Not applicable;
- (h) Annex D, Non-Disclosure Agreement;
- (i) Annex E, IT Security Requirements;
- (j) Annex F, Security Requirements Check List; and
- (k) Offeror's offer dated _____ (Filled in at Contract Award).

7.12 Certifications

7.12.1 Compliance

The continuous compliance with the certifications provided by the Offeror with its offer and the ongoing cooperation in providing additional information are conditions of issuance of the Standing Offer (SO). Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO. If the Offeror does not comply with any

certification, fails to provide the additional information, or if it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

7.12.2 Applicable Laws

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

B. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

7.1 Statement of Work

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

7.2 Standard Clauses and Conditions

7.2.1 General Conditions

2010B (2015-09-03), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

Section 15 Interest on Overdue Accounts, of 2010B (2015-09-03), General Conditions – Professional Services (Medium Complexity) will not apply to payments made by credit cards.

7.3 Term of Contract

7.3.1 Period of the Contract

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

7.4 Proactive Disclosure of Contracts with Former Public Servants

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

7.5 Payment

7.5.1 Basis of Payment

7.5.2 Limitation of Expenditures

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

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex B, to a limitation of expenditure of \$_____ (Filled in at Contract award). Customs duty are included and Applicable Taxes are extra.

7.5.2.1 Canada's Total Liability to the Contractor under the Contract must not exceed \$ 200,000.00 and Applicable Taxes are extra.

7.5.2.2 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 service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

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

7.5.2.3 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.

7.5.3 Method of Payment

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

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;

- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.

7.5.4 T1204 - Direct Request by Customer Department

1. Pursuant to paragraph 221 (1)(d) of the [Income Tax Act](#), R.S. 1985, c.1 (5th Supp.), payments made by departments and agencies to contractors under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T1204 Government Service Contract Payments slip.

2. To enable departments and agencies to comply with this requirement, the Contractor must provide the following information within 10 calendar days following contract award:

- a. the legal name of the Contractor, i.e. the legal name associated with its business number or Social Insurance Number (SIN), as well as its address and postal code;
- b. the status of the Contractor, i.e. an individual, a sole proprietorship, a corporation, or a partnership;
- c. the business number of the Contractor if the Contractor is a corporation or a partnership and the SIN if the Contractor is an individual or a sole proprietorship. In the case of a partnership, if the partnership does not have a business number, the partner who has signed the Contract must provide its SIN;
- d. in the case of a joint venture, the business number of all parties to the joint venture who have a business number or their SIN if they do not have a business number.

7.6 Invoicing Instructions

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

Invoices must be distributed as follows:

- a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
- b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

7.7 Insurance

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

ANNEX A STATEMENT OF WORK

TITLE

Military Police Complaint Commission Investigation Services
[Public Interest Investigation into Anonymous Complaint \(Treatment of Detainees\)](#)

BACKGROUND

Military Police Complaint Commission (MPCC)

The Military Police Complaints Commission (MPCC) was established by an Act of Parliament in December of 1999, as part of a significant effort to modernize and strengthen Canada's military justice system. This was executed by an amendment to the *National Defence Act* (NDA), Part IV of which sets out the full mandate of the MPCC and how complaints are to be handled. As stated in Issue Paper No. 8, which accompanied the Bill that created the MPCC, its role is “to provide for greater public accountability by the military police and the chain of command in relation to military police investigations.”

The MPCC is one of 14 distinct organizations in the [Defence Portfolio](#). While it reports to Parliament through the Minister of National Defence (MND), the MPCC is both administratively and legally independent from the Department of National Defence (DND) and the Canadian Armed Forces (CAF). The MPCC is not subject to direction from the MND in respect to its operational mandate.

The MPCC is an independent Federal government institution as defined under Schedule I.1 of the *Financial Administration Act* (FAA). As an independent oversight agency, the MPCC must operate at a distance and with a degree of autonomy from government, including from the DND and the CAF. All members of the MPCC are civilians and are independent of DND and the CAF in fulfilling their responsibilities and accountabilities in accordance with governing legislation, regulations and policies.

Mission

To promote and ensure the highest standards of conduct of Military Police (MP) in the performance of policing duties and functions, and to discourage interference in any military police investigation.

The MPCC fulfills its mandate and mission by exercising the following responsibilities:

- ✓ Monitoring investigations by the Canadian Forces Provost Marshal (CFPM) of MP conduct complaints;
- ✓ Reviewing the disposition of those complaints at the request of the complainant;
- ✓ Investigating complaints of interference; and
- ✓ Conducting public interest investigations and hearings.

Vision

To be an organization that exhibits fairness and impartiality, inspires trust and contributes to a climate of confidence in military policing.

Values

- ✓ Mutual respect (within the organization and externally)
- ✓ Integrity

- ✓ Fairness
- ✓ Dedication
- ✓ Open and Effective Communications
- ✓ Professionalism

Military Police

The Military Police (MP) provide a variety of operational, law enforcement, investigative and security services at bases and units across Canada and throughout the world, wherever the Canadian Armed Forces serve.

There are currently more than 1,926 MP members in the Canadian Armed Forces, approximately 1,521 of whom are sworn peace officers. They exercise policing jurisdiction within the Forces, and over all persons on DND property. The remaining 405 MPs are members of the Reserve Force (who are usually not sworn peace officers).

MP form an integral part of the military justice system in much the same way civilian police act within the civil and criminal justice system. They routinely train and work with their civilian counterparts in the provision of police and security services to the CAF and the DND.

Members of the MP are appointed under regulations for the purposes of NDA section 156 and, as such, are awarded certain powers in order to fulfill their policing duties and functions.

The *Criminal Code of Canada* recognizes MP members as peace officers. They have the same powers of search, seizure and arrest as civilian police and they can lay charges in civilian criminal courts. MP members posted to the Canadian Forces National Investigation Service additionally can lay charges under the Code of Service Discipline of the NDA (an authority otherwise reserved to the military chain of command).

For additional information about the Military Police, please see the [Canadian Forces Provost Marshal Web site](#).

Legislative Authority

The legislative mandate of the MPCC is found in [Part IV of the NDA](#), “Complaints about or by Military Police.”

The following regulations under the NDA are also relevant to the MPCC's activities: [Complaints about the Conduct of Members of the Military Police Regulations](#), and the [Military Police Professional Code of Conduct](#).

PROJECT OBJECTIVE AND REQUIREMENTS

The MPCC is seeking to award up to two (2) contracts to carry out investigative work related to the Public Interest Investigation (PII) complaint - [Public Interest Investigation into Anonymous Complaint \(Treatment of Detainees\)](#) as well as for ad-hoc Investigation Services.

Timelines - <http://mpcc-cppm.gc.ca/03/305/b-eng.aspx>

The investigation services will be required for (1) Lead Investigator and (1) Supporting Investigator.

There will be two phases to the services required for both the Lead and Supporting Investigator, as required.

Phase I work:

- Review and analyse disclosure, including military police files, interview recordings, audio/video recordings, any MP Group Orders, policies or SOPs, and any additional reports or documents;
- Prepare summaries of documentary disclosure and audio/video recordings;
- Prepare analytical documents and recommendations in support of decisions regarding scope of investigation and identification of subjects, as required;
- Review draft rulings or decisions for factual accuracy, as required;
- Prepare preliminary witness lists and witness questions, as required;
- Participate in team meetings as required;
- Prepare of Investigation Plan;
- Complete any other work relating to file MPCC 2015-005 (Anonymous), as required by Commission legal counsel or Commission General Counsel.

The Phase II work:

The contractor(s) will review all existing documentation and evidentiary material related to the investigation; assess the facts and issues; carry out the approved investigative steps required to complete the file including preparing interview plans; conducting interviews and preparing interview summaries. Preparation of the Investigation Report will also be required.

The contractor(s) must demonstrate their understanding of the MPCC's Legislative framework.

Note: A bidder may opt to bid on one or both investigative roles. Each role shall be evaluated separately.

SCOPE OF WORK

The investigator will be required to review the MPCC Investigation Guidelines manual and agree to carry out their activities in compliance with the established practices before proceeding with the work required in this contract.

Note: The MPCC investigation guidelines have been abridged in this document and will be made available to the selected contractor following Contract award and upon signing a non-disclosure agreement.

The scope of the work required will be to review all of the aspects of the file, gain an

understanding of the state of the file and go through any investigative steps required as established in the Investigation Guidelines, including but not limited to producing a preliminary Investigation Plan for approval and a Final investigative report.

Investigation: An investigation is a systematic process of gathering evidence in order to prove or disprove the validity of a set of allegations made arising out of a complaint. The investigator is required to obtain and evaluate information regarding the circumstances and facts surrounding an allegation or set of allegations in a fair and impartial manner.

The contractor will be expected to adhere to the Principles of Good Internal Investigations:

- Timeliness;
- Objectivity;
- Accordance with administrative fairness and Natural Justice;
- Good organizational skills;
- Discretion;
- Confidentiality maintained; and
- Sensitive information protected.

Public Interest Investigations and Hearings

At any time when it is in the public interest, the Chairperson may initiate an investigation into a complaint about military police conduct or interference in a police investigation. If warranted, the Chairperson may decide to hold a public hearing. In exercising this statutory discretion, the Chairperson considers a number of factors including, among others:

- ✓ Does the complaint involve allegations of especially serious misconduct?
- ✓ Do the issues have the potential to affect confidence in military police or the complaints process?
- ✓ Does the complaint involve or raise questions about the integrity of senior military or Department of National Defence officials, including senior military police?
- ✓ Are the issues involved likely to have a significant impact on military practices and procedures?
- ✓ Has the case attracted substantial public concern?

Investigation arising out of a complaint

Anyone, including individuals not directly affected by the subject matter of the complaint, may make a conduct complaint regarding the military police in the performance of their policing duties or functions. The Canadian Forces Provost Marshal (CFPM) is responsible for dealing with complaints about military police conduct in the first instance. The MPCC has the statutory mandate to monitor the steps taken by the CFPM in response to complaints, and the authority to intervene if required. Conduct complaints may be investigated in the first instance at the discretion of the Chairperson under the provisions of Public Interest Investigations or Public Interest Hearings, or subsequent to a request for a review by the complainant of the results of a review or investigation carried out by Canadian Forces' Military Police

Professional Standards (PS).

Investigation Reports (IR): The reports are a narrative prepared by the investigation team that provides all the information required by the Chair or delegated Member to make findings (and recommendations where considered appropriate).

The IR should be prepared using the template provided in the Guidelines.

The investigator must be prepared to participate in case discussions regarding the IR when required.

Post Investigation Activities (may comprise, but not limited to):

- Participation in any judicial proceedings that may occur; and in that event,
- Additional senior management briefing, if requested.

Lead Investigator Profile – Qualifications

Education

- A Master's degree from a recognized university in a field related to the duties of the position.

Languages

- Must be fully bilingual in French and English. This is primarily a French language file.
- Must be able to read, interview and prepare reports in French and English.
- As the file is primarily a French language file, most of the work product will be required in French.

Experience

- Retired police officer with a minimum of 25 years policing experience;
- Significant, in-depth experience **leading** and conducting police investigations in complex files;
- Experience in writing and preparing comprehensive and detailed investigative reports with recommendations for decision;
- Experience in writing other documents such as analytical reports, correspondence, and/or briefing notes on complex and sensitive issues for the purpose of providing advice and recommendations to senior managers;
- Experience in conducting face to face and telephone interviews;
- Experience in conducting investigations or prosecutions for a police oversight agency and / or professional standards or internal affairs unit of a police force.

Knowledge, abilities and skills

- Knowledge of the legislation and policies that govern the MPCC;
- Knowledge of the Military Police Complaints Commission and its mandate;
- Knowledge of the Canadian Forces military operations at home and abroad;
- Knowledge of Military Police structure, operations and procedures;
- Ability to manage investigations, including the interpretation of various statutes;

- Ability to plan, analyze complex issues, and make recommendations;
- Ability to work under pressure and conduct an investigation within relatively tight time frames;
- Ability to communicate effectively orally;
- Ability to communicate effectively in writing and to write meaningful, factual and comprehensive summary and final investigation reports based on a detailed assessment of the information gathered through interviews conducted and evidence examined;
- Ability and willingness to travel if required;
- Effective interpersonal skills;
- Good judgment ;
- Dependability and integrity;
- Adaptability;
- Initiative;
- Flexible schedule (full time and or part-time as needed); and
- Strategic, self-starter, team player, objective and perceptive.

Supporting Investigator Profile

Education

A degree from a recognized university in a field related to the duties of the position OR an acceptable combination of education, training and/or experience.

A LLB, JD or Master's degree from a recognized university in a field related to the duties of the position would be a strong asset.

Languages

- Must be fully bilingual in French and English. This is primarily a French language file.
- Must be able to read, interview and prepare reports in French and English.
- As the file is primarily a French language file, most of the work product will be required in French.

Experience

- Retired police officer with a minimum of 25 years policing experience;
- Significant, in-depth experience conducting police investigations in complex files;
- Experience in writing and preparing comprehensive and detailed investigative reports with recommendations for decision;
- Experience in writing other documents such as analytical reports, correspondence, and/or briefing notes on complex and sensitive issues for the purpose of providing advice and recommendations to senior managers;
- Experience in conducting face to face and telephone interviews;
- Experience in conducting investigations or prosecutions for a police oversight agency and / or professional standards or internal affairs unit of a police force.

Knowledge, abilities and skills

- Knowledge of the legislation and policies that govern the MPCC;
- Knowledge of the Military Police Complaints Commission and its mandate;
- Knowledge of the Canadian Forces military operations at home and abroad;
- Knowledge of Military Police structure, operations and procedures;
- Ability to manage investigations, including the interpretation of various statutes;
- Ability to plan, analyze complex issues, and make recommendations;
- Ability to work under pressure and conduct an investigation within relatively tight time frames
- Ability to communicate effectively orally;
- Ability to communicate effectively in writing and to write meaningful, factual and comprehensive summary and final investigation reports based on a detailed assessment of the information gathered through interviews conducted and evidence examined;
- Ability and willingness to travel if required;
- Effective interpersonal skills;
- Good judgment ;
- Dependability and integrity;
- Adaptability;
- Initiative;
- Flexible schedule (full time and or part-time as needed); and
- Strategic, self-starter, team player, objective and perceptive.

PRIOR TO CONTRACT AWARD

Prior to contract award, the Project Authority (PA) will interview the potential Contractor. At this meeting the PA will determine the potential for the Contractor's "right fit" in the Organization.

FOLLOWING CONTRACT AWARD

Following contract award the Project Authority will meet with the successful Contractor. This meeting will serve to introduce the selected contractor, verify that there are no conflicts of interest, and provide the Contractor with required resources (i.e. equipment, ID / security cards, reference materials).

COMMUNICATION

The contractor is responsible to communicate regularly with the MPCC. Communication is defined as all reasonable efforts to inform staff of MPCC of plans, decisions, proposed approaches, implementation, and results of work, to ensure that the project is progressing well and in accordance with expectations.

Communication may include: phone calls, electronic mail, faxes, mailings, and meetings. In addition, the Investigator is to notify staff of MPCC immediately of any issues, problems, or areas of concern in relation to any work completed under the Call-ups, as they arise.

i) Ad-hoc Investigation Activities

Ad-hoc investigation support services may be comprised of any of the services

outlined in the Statement of Work described in this RFP.

DELIVERABLES

Phase I

- Document review and file analysis
- Preparation of summaries of evidence
- Factual verification of any decisions or rulings
- Drafting of Investigation Plan
- Drafting of proposed budget for investigative services (to allow PA to assess financial commitment required)

Phase II

- Maintain evidence and protect confidentiality of records;
- Prepare detailed interview questions/plans for approval by assigned counsel;
- Conduct investigation work as outlined in the approved IP;
- Prepare detailed interview and witness summaries;
- Provide regular progress/status reports;
- Draft Investigation Report (as per template/format provided by MPCC);
- Return disclosure materials to MPCC.

Possible Post Investigation Activities

- Participation in any judicial or tribunal proceedings (if required);
- Additional senior management briefing, if requested.
- Ad hoc Investigation Support Services:
 - ✓ May contain but not be limited to any of the individual deliverable elements identified above.

Notes:

- ✓ All deliverables are to be legible, properly indexed, spell-checked and cross-referenced in the approved format;
- ✓ All documentation must be compatible with Microsoft Office products;
- ✓ Acceptance of the final deliverable(s) will be made by assigned counsel;
- ✓ Investigation work must be conducted in accordance with the legislative framework identified in the Statement of Work.

MANAGEMENT OF THE PROJECT

The Investigator will report as instructed by MPCC when a contract is awarded.

Assigned counsel will accept draft plans and reports related to the investigation in electronic copy.

All proposed amendments must include a detailed explanation as to why the amendment is required, as well as a detailed work plan and detailed revised budget (if

affected). Any changes to the work plan will be subject to MPCC approval.

Additional review and enquiry may be approved as required for matters that come to the MPCC's attention during the course of the Initiation Phase; and

Any additional work will be considered as a separate tasking. Any changes in scope or level of effort have to be approved by the MPCC Project Authority or his/her designate in writing in advance.

Government provided support

At the outset of the contract, the MPCC Project Authority will provide relevant background information, documents and access to data and some investigative equipment (laptops, secure briefcases, voice recorders). Every attempt will be made throughout the course of the contract to provide additional information requested by the Investigator, if deemed relevant to the project. In addition, the MPCC Project Authority will be available to respond to inquiries from the Investigator. The Investigator will be provided with access to the MPCC Project Authority and staff as required and to necessary documents. MPCC internal Resources and Subject Matter Experts will be available as required.

- ✓ The MPCC Project Authority will be responsible for providing, as required, guidance to the Investigator, and accepting and approving Investigator deliverables on behalf of MPCC.

Additionally, as required for the completion of the work, MPCC will:

- ✓ Review and provide comments on draft reports and all submitted deliverables in a timely manner;
- ✓ Provide contact information and facilitate access to persons as required, for the completion of the assigned work;
- ✓ Arrange for the Investigator to have access to MPCC premises to provide services when necessary; and
- ✓ Provide the Investigator with other as-required assistance to enable the Investigator to proceed on schedule with the completion of assigned deliverables.

WORK LOCATION

The Contractor may work on site or off site, as required. The Contractor will, regardless of work location, be expected to attend meetings (in person or by phone as required), consult and review documentation with the MPCC staff as required. The MPCC Project Authority will work with the Investigator to arrange suitable facilities when necessary.

Meetings with MPCC staff may be required on site at the MPCC office in Ottawa. Canada will not reimburse any travel-related expenses incurred to attend such meetings, or to perform any work in the National Capital Region (NCR) of Canada. All

travel outside the investigator's normal place of business (if not the NCR) will be reimbursed in accordance with Treasury Board Policies and allowances.

Note: All travel expenses must be approved by the MPCC Project Authority in writing prior to them being incurred by the investigator. Failure to do so may result in the investigator not being reimbursed the expenses claimed.

All expenses must be supported by original receipts, where required under Treasury Board guidelines.

LANGUAGE OF WORK

The Contractors must have the ability to read, conduct interviews and write a report in French and English.

CONFLICT OF INTEREST

The Contractor must declare that they have no interest in the business of any third party that would cause a conflict of interest or be seen to cause a conflict of interest in carrying out the work. Should such an interest be acquired during the life of the contract, the Contractor shall declare it immediately in writing to the MPCC Project Authority. The Contractor engaged shall conduct themselves in such a manner that there is not and will not be any conflict arising from interest of other clients of the Contractor. This includes potential appearance of conflict of interest when no actual conflict of interest exists.

CONFIDENTIAL INFORMATION

Any information of a character confidential to the affairs of Her Majesty to which the successful Contractor becomes privy as a result of the work to be performed, shall be treated as confidential, during as well as after, the performance of the said services.

TIMING

The contract period is expected to be from contract award to March 31st, 2018, with options to increase both the value and length of term of the contract.

SECURITY REQUIREMENTS

The successful bidder must meet the security requirements specified in the security guide below.

Security Guide

The successful bidder must apply the following policy when collating and/or gathering information and writing reports on behalf of MPCC:

Policy on Government Security; and Directive on Management of Departmental Security:

Annex F: IT Security Requirements and Controls

The successful bidder must apply the following standards:

Management of Information Technology Security (MITS);

Physical Security

Security Controls

The successful bidder must:

Safeguard all electronic information on an MPCC issued laptop with PKI access on the server as per MPCC internal procedures for information up to and including Protected B. For any documents classified as Secret, access will only be provided on site at MPCC offices and shall not be stored on the MPCC server.

Store the laptop (Protected B) in a container appropriate for the information (i.e. a locked cabinet) as per MPCC security policy.

Audit

The successful bidder will agree to submit, upon request, to a security audit by officials and/or representatives of the MPCC.

The consequences of being found in violation of the policy, directive, security controls and standards will be based on section 7.1 of the *Directive on the Departmental Security Management*, which reads:

7.1 The deputy head is responsible for investigating and responding to issues of non-compliance with this directive. The deputy head is also responsible for ensuring appropriate remedial actions are taken to address these issues.

No contract will be awarded unless these requirements are met.

SOURCE REFERENCES

Department of National Defence and Canadian Forces

- [Public Interest Investigation into Anonymous Complaint \(Treatment of Detainees\)](#)
- [Complaints about or by Military Police \(Part IV of the National Defence Act\)](#)
- [Military Police and Canadian Forces Provost Marshal](#)
- [Military Police Professional Code of Conduct](#)
- [National Defence](#)

ANNEX B
BASIS OF PAYMENT AND PRICING SCHEDULE

The Offeror should complete this pricing schedule and include it in its financial bid once completed. As a minimum, the Offeror must respond to this pricing schedule by including in its financial bid for each of the periods specified below its quoted all-inclusive rate per hour for each of the categories identified.

Stream A - Lead Investigator

A - Contract Period (From Contract Award to March 31, 2018)

During the period of the Contract, for Work performed in accordance with the Contract, the Contractor will be paid as specified below.

1. Firm All Including rate per hourly rate

Contract Period		From:	Award of Contract	To:	March 31 st , 2018	
		(B)	(C)	(D)	(E)	(G)
Resource	Position	Level of Expertise	Name of Proposed Resource	No. of Hours	Firm Hourly Rate (GST/HS T extra)	Total Evaluated Cost
	Lead Investigator	Senior		N/A	\$	\$
Total Estimated Cost:						\$ <TBD>

The exact level of effort for the Public Interest Investigation is not known and will be determined as the Investigation unfolds. It could range from 65 to 276 days.

B - Option to Extend the Term of the Contract (From April 1, 2018 to March 31, 2019)

This section is only applicable if the option to extend the Contract is exercised by Canada.

During the extended period of the Contract specified below, the Contractor will be paid at the same rate proposed for the initial period of the contact (A) to perform all the Work in relation to the Contract extension.

C - Option to Extend the Term of the Contract (From April 1, 2019 to March 31, 2020)

This section is only applicable if the option to extend the Contract is exercised by Canada.

During the extended period of the Contract specified below, the Contractor will be paid at the same rate proposed for the initial period of the contract (A) to perform all the Work in relation to the Contract extension.

D - Option to Extend the Term of the Contract (From April 1, 2020 to March 31, 2021)

This section is only applicable if the option to extend the Contract is exercised by Canada.

During the extended period of the Contract specified below, the Contractor will be paid at specified below to perform all the Work in relation to the Contract extension.

Stream B – Supporting Investigator

A - Contract Period (From Contract Award to March 31, 2018)

During the period of the Contract, for Work performed in accordance with the Contract, the Contractor will be paid as specified below.

2. Firm All Including rate per hourly rate

Contract Period		From:	Award of Contract	To:	March 31 st , 2018	
		(B)	(C)	(D)	(E)	(G)
Resource	Position	Level of Expertise	Name of Proposed Resource	No. of Hours	Firm Hourly Rate (GST/HS T extra)	Total Evaluated Cost
	Supporting Investigator	Senior		N/A	\$	\$
Total Estimated Cost:						\$ <TBD>

The exact level of effort for the Public Interest Investigation is not known and will be determined as the Investigation unfolds. It could range from 65 to 276 days.

B - Option to Extend the Term of the Contract (From April 1, 2018 to March 31, 2019)

This section is only applicable if the option to extend the Contract is exercised by Canada.

During the extended period of the Contract specified below, the Contractor will be paid at the same rate proposed for the initial period of the contact (A) to perform all the Work in relation to the Contract extension.

C - Option to Extend the Term of the Contract (From April 1, 2019 to March 31, 2020)

This section is only applicable if the option to extend the Contract is exercised by Canada.

During the extended period of the Contract specified below, the Contractor will be paid at the same rate proposed for the initial period of the contact (A) to perform all the

Work in relation to the Contract extension.

D - Option to Extend the Term of the Contract (From April 1, 2020 to March 31, 2021)

This section is only applicable if the option to extend the Contract is exercised by Canada.

During the extended period of the Contract specified below, the Contractor will be paid at specified below to perform all the Work in relation to the Contract extension.

ANNEX C – Intentionally left blank

ANNEX D TECHNICAL CRITERIA

1. Mandatory Technical Criteria

At RFSO closing, the Offeror must comply with the following Mandatory Requirements and provide the necessary documentation to support compliance. Bids which fail to meet the mandatory technical criteria will be declared non-responsive and will be given no further consideration. Each requirement should be addressed separately.

All Offerors are advised that only listing experience without providing any supporting data to describe when, where and how such experience was obtained will not be considered to be “demonstrated” for the purpose of the evaluation. All professional experience must be fully documented and substantiated in the proposal.

For evaluation purposes:

- Where means the name of the employer;
- When means the start date and end date (e.g. from January 2014 to March 2016) of the period during which the firm acquired the qualification/experience; and
- How means a clear description of the activities performed and the responsibilities assigned under the project and during this period.

Offerors are advised that the month(s) of experience listed for a project whose timeframe overlaps that of another referenced project will only be counted once. For example: Project 1 timeframe is July 2011 to December 2011; Project 2 timeframe is October 2011 to January 2012; the total months of experience for these two project references is seven (7) months.

The following information must be provided for each references and projects:

- Department name;
- Department address;
- Contact name;
- Contact Telephone name;
- Contact email address;
- Date of the work/project undertaken; and
- Nature of the work/project.

Firm Mandatory Criteria	Compliant (Yes/No)	Cross Reference to Proposal
-------------------------	-----------------------	--------------------------------

Firm Mandatory Criteria	Compliant (Yes/No)	Cross Reference to Proposal
M1- ACCEPTANCE OF THE “SAMPLE CONTRACT” APPENDIX A		
M2- Bidder's proposal is considered must receive a minimum overall rating of 80% for Lead Investigator and 70% for the Supporting Investigator the respective rated criteria.		
M3 - Acceptance of “Statement of Consequences” - Any contact made during the RFP process, with anyone other than the Contracting Officer identified in Part I, will be deemed “non-compliant”.		
M4 – The Bidder and the proposed resource (s) must be free of any conflict of interest. (to be determined before contract award)		
M5 - Certification - Bidders must complete, sign and return the certification forms as indicated in Appendix B of this RFP.		

Lead Investigator Mandatory Criteria	Compliant (Yes/No)	Cross Reference to Proposal
--------------------------------------	--------------------	-----------------------------

Lead Investigator Mandatory Criteria	Compliant (Yes/No)	Cross Reference to Proposal
<p>M1- Security Clearance – Resources The Bidder`s resource(s) must possess_a valid security level clearance of “Secret” or be willing to apply for Secret clearance. Proof of clearance must be supplied by providing the security level, file number and expiration date. Please note that security clearances must be confirmed by Privy Council Office as per MPCC procedures prior to the issuance of the contract.</p>		
<p>M2- Bidder's proposal for the Lead Investigator must receive a minimum overall rating of 80% for the rated criteria.</p>		
<p>M3 - The Bidder’s proposed resource must demonstrate evidence of superior writing skills of either a work related or academic report</p> <ul style="list-style-type: none"> ✓ Level of quality of language used align with requirement of investigation reports ✓ Minimal or Free of Grammar errors ✓ Level of quality of logical, flow and organisation of ideas ✓ Comprehension and clarity of messaging <p>by providing one (1) report sample that demonstrates superior writing abilities.</p> <p>or</p> <p>by providing two (2) references for a project who can describe and attest to the bidder’s superior writing skills.</p> <p>The bidder should also provide reference contact information for the submitted sample in order to verify the information presented above. If more than Two (2) projects are included in the proposal, the Crown WILL ONLY CONSIDER the</p>		

Lead Investigator Mandatory Criteria	Compliant (Yes/No)	Cross Reference to Proposal
<p>specified number in order of presentation. MPCC reserves the right to contact the references to confirm the information presented by the Bidder.</p>		
<p>M4 - The Bidder must demonstrate evidence of knowledge of their proposed Lead Investigator resource in current theory and practice in the field/discipline of investigations of complaints as it relates to the statement of work by providing curricula vitae of all personnel who it is proposed will participate in the project, clearly demonstrating:</p> <ul style="list-style-type: none"> • Retired police officer with a minimum of twenty five (25) years of in-depth policing experience • Experience leading and conducting criminal investigations in complex files related to at least one (1) of the following areas; <ul style="list-style-type: none"> ✓ Commercial crime ✓ Criminal code investigations ✓ Major Crimes ✓ Sexual Assault ✓ Police ethics 		
<p>M5 - The Bidder must demonstrate by detailing in their CV experience in investigations or prosecutions related to one (1) of the following areas:</p> <ul style="list-style-type: none"> ✓ Professional Standards ✓ Internal Affairs ✓ Police Oversight Investigations 		
<p>M6 - Minimum of three (3) years of experience in writing and preparing comprehensive and detailed investigative reports. Please describe how you meet this criterion in a description paragraph.</p>		

Lead Investigator Mandatory Criteria	Compliant (Yes/No)	Cross Reference to Proposal
<p>M7 - Minimum of three (3) years of experience in writing documents such as analytical reports, correspondence and/or briefing notes on complex and sensitive issues for the purpose of providing advice and recommendations to senior managers. Please describe how you meet this criterion in a description paragraph.</p>		
<p>M8 - The Bidder must provide two (2) references within the preceding ten (10) years that can confirm the proposed resource's experience and ability to complete project on time, and in accordance with expectations.</p>		
<p>M9- The Bidder's proposed resource for the Lead investigator must hold a Master's degree related to the requirement.</p>		
<p>M10 – The Bidder's proposed investigator must be</p> <p>Highly proficient in French (reading, writing and verbal) Highly proficient in English (reading, writing and verbal) Able to interview witnesses and write detailed reports in French and English.</p>		
<p>M11 – The Bidder's proposed lead investigator must:</p> <ul style="list-style-type: none"> • Undergo a validation interview by a MPCC representative to validate the skills and information presented in the Bidder's proposal; • Once validated, be available to undergo an investigation approach orientation, read and agree to follow the MPCC Investigation guidelines; • Complete a MPCC Security Briefing and training. 		

Lead Investigator Mandatory Criteria	Compliant (Yes/No)	Cross Reference to Proposal
<p>M12 – Mandatory Financial Requirement</p> <p>The Lead Investigator category must not have an hourly rate higher than \$110 excluding applicable taxes.</p> <p>The proposed rate must be the same for all contract periods including all option periods.</p>		

Supporting Investigator Mandatory Criteria	Compliant (Yes/No)	Cross Reference to Proposal
<p>M1- Security Clearance – Resources The Bidder’s resource(s) must possess a valid security level clearance of “Secret” or be willing to apply for Secret clearance. Proof of clearance must be supplied by providing the security level, file number and expiration date. Please note that security clearances must be confirmed by Privy Council Office as per MPCC procedures prior to the issuance of the contract.</p>		
<p>M2- Bidder’s respective proposal must receive a minimum overall rating of 70% for the supporting Investigator.</p>		
<p>M3 - The Bidder’s proposed resource must demonstrate evidence of superior writing skills of either a work related or academic report</p> <ul style="list-style-type: none"> ✓ Level of quality of language used align with requirement of investigation reports ✓ Minimal or Free of Grammar errors ✓ Level of quality of logical, flow and organisation of ideas ✓ Comprehension and clarity of messaging 		

Supporting Investigator Mandatory Criteria	Compliant (Yes/No)	Cross Reference to Proposal
<p>by providing one (1) report sample that demonstrates superior writing abilities;</p> <p>or</p> <p>by providing two (2) references for the project who can describe and attest to the bidder's superior writing skills.</p> <p>The bidder should also provide reference contact information for the submitted sample in order to verify the information presented above. If more than two (2) projects are included in the proposal, the Crown WILL ONLY CONSIDER the specified number in order of presentation. MPCC reserves the right to contact the references to confirm the information presented by the Bidder.</p>		
<p>M4 - The Bidder must demonstrate evidence of knowledge of their proposed Supporting Investigator resource in current theory and practice in the field/discipline of investigations of complaints as it relates to the statement of work by providing curricula vitae of all personnel who it is proposed will participate in the project, clearly demonstrating:</p> <ul style="list-style-type: none"> • Retired police officer with a minimum of twenty five (25) years of in-depth policing experience • Experience conducting criminal investigations in complex files related to at least one (1) of the following areas; <ul style="list-style-type: none"> ✓ Commercial crime ✓ Criminal code investigations ✓ Major Crimes ✓ Sexual Assault ✓ Police ethics 		

Supporting Investigator Mandatory Criteria	Compliant (Yes/No)	Cross Reference to Proposal
<p>M5 - The Bidder must demonstrate by detailing in their CV experience in investigations or prosecutions related to one (1) of the following areas;</p> <ul style="list-style-type: none"> ✓ Professional Standards ✓ Internal Affairs ✓ Police Oversight Investigations 		
<p>M6 - Minimum of three (3) years of experience in writing and preparing comprehensive and detailed investigative reports. Please describe how you meet this criterion in a description paragraph.</p>		
<p>M7 - Minimum of three (3) years of experience in writing documents such as analytical reports, correspondence and/or briefing notes on complex and sensitive issues for the purpose of providing advice and recommendations to senior managers. Please describe how you meet this criterion in a description paragraph.</p>		
<p>M8 - The Bidder must provide two (2) references within the preceding ten (10) years that can confirm the proposed resource's experience and ability of project on time, and in accordance with expectations.</p>		
<p>M9- The Bidder's proposed resource for the Supporting Investigator must hold a bachelor's degree related to the requirement OR an acceptable combination of education, training and/or experience.</p>		

Supporting Investigator Mandatory Criteria	Compliant (Yes/No)	Cross Reference to Proposal
<p>M10 – The Bidder’s proposed investigator must be</p> <p>Highly proficient in French (reading, writing and verbal) Highly proficient in English (reading, writing and verbal) Able to interview witnesses and write detailed reports in French and English.</p>		
<p>M11 – The Bidder’s proposed second investigator must:</p> <ul style="list-style-type: none"> • Undergo a validation interview by a MPCC representative to validate the skills and information presented in the Bidder’s proposal; • Once validated, be available to undergo an investigation approach orientation, read and agree to follow the MPCC Investigation guidelines; • Complete a MPCC Security Briefing and training. 		
<p>M12 – Mandatory Financial Requirement</p> <p>The Supporting Investigator category must not have an hourly rate higher than \$100 excluding applicable taxes.</p> <p>The proposed rate must be the same for all contract periods including all option periods.</p>		

PROPOSALS NOT MEETING ANY OR ALL OF THE MANDATORY REQUIREMENTS WILL NOT BE GIVEN ANY FURTHER CONSIDERATION.

2. Point Rated Technical Criteria

At bid closing, the Offeror must comply with the following Point-Rated Requirements and provide the necessary documentation to support compliance. Bids will be declared non-responsive and will be given no further consideration if a) the bidder fails to respond (which will be given a score of zero); b) the bid fails to meet the passing mark. Each requirement should be addressed separately.

All Offerors are advised that only listing experience without providing any supporting data to describe when, where and how such experience was obtained will not be considered to be “demonstrated” for the purpose of the evaluation. All professional experience must be fully documented and substantiated in the proposal.

For evaluation purposes:

- Where means the name of the employer;
- When means the start date and end date (e.g. from January 2010 to March 2012) of the period during which the firm acquired the qualification/experience; and
- How means a clear description of the activities performed and the responsibilities assigned under the project and during this period.

Offerors are advised that the month(s) of experience listed for a project whose timeframe overlaps that of another referenced project will only be counted once. For example: Project 1 timeframe is July 2011 to December 2011; Project 2 timeframe is October 2011 to January 2012; the total months of experience for these two project references is seven (7) months.

The following information must be provided for each reference and project:

- Department name;
- Department address;
- Contact name;
- Contact Telephone name;
- Contact email address;
- Date of the work/project undertaken; and
- Nature of the work/project.

In order to qualify for the rating process, proposals MUST respond to the following rated requirements IN THE ORDER SHOWN. In order to be further evaluated, the proposed bidders must achieve an **overall minimum technical rating of 80%**.

The Bidder may use cross-referencing wherever applicable. Such references should be made at the lowest applicable number level within the table below.

Any bid which fails to obtain the required minimum number of points specified will be declared non-responsive. Each point rated technical criterion should be addressed separately.

Rating schedule for Rated Criteria R1, R2 and R3 for both Lead and Supporting Investigators.

0 - Information provided does not address the criteria. Bidder receives 0% for the available points for this element

5- Information provided demonstrates understanding for most but not all of the elements of the rated criteria. Bidder receives 50% of the available points for this element

7- Information provided demonstrates understanding that is relevant to all of the elements of the rated criteria. Bidder receives 70% of the available points for this element.

10- Rated criteria is dealt with in depth, information provided demonstrates a full range of in-depth understanding of all of the elements of the rate criteria. Bidder receives 100% of the available points for this element.

Lead Investigator - Rated Criteria	Available points	Cross Reference to proposed resource resume
<p>Project investigation experience – 3 projects – 30 points</p> <p>The bidder’s proposal should include detailed descriptions of three (3) projects related to investigations services in which the bidder proposed investigator has provided services in scoping and delivering an engagement in scope and magnitude to the requirement outlined in the Statement of Work attached and which demonstrate investigative experience with;</p> <ul style="list-style-type: none"> • Investigative Services; <ul style="list-style-type: none"> ✓ Police investigations or ✓ Professional Standards or ✓ Internal Affairs or ✓ Police Oversight Investigation • Task performed and role and responsibilities of the personnel who participated in the project: • Was the bidder responsible for all phases or only certain phases or portion of phases? Was the project an actual project for which the bidder was responsible for the outcome and deliverables?; • Start and end dates of the project; • Client name and contact for whom the work was performed; 		

Lead Investigator - Rated Criteria	Available points	Cross Reference to proposed resource resume
<p>The bidder should also provide reference contact information for each project in order to verify the information presented above. If more than Three (3) projects are included in the proposal, the Crown WILL ONLY CONSIDER the specified number in order of presentation. MPCC reserves the right to contact the references to confirm the information presented by the Bidder.</p> <ul style="list-style-type: none"> • Detailed description of the projects; • Tasks performed; • Role and Responsibilities of the personnel who participated in the project; • Start and end dates of the project; • Client name and contact for whom the work was performed or a letter of reference; and • Certification by the bidder that the client received the services and deliverables up to the standard of quality expected by the client reference, in a timely fashion. 		
<p>R1 – Project 1</p> <p>Points for each project will be allocated as follows:</p> <p>a) Relevance of the project reference to the statement of work;</p> <ul style="list-style-type: none"> ✓ Police investigation OR ✓ Professional Standard/Internal Affairs investigation OR ✓ Police oversight investigation <p>Up to a maximum of 10 points</p> <p>b) Tasks performed and roles and responsibilities of the proposed lead investigator resource</p> <ul style="list-style-type: none"> ✓ Had a lead role ✓ Tasks align with the requirement described in the Statement of Work ✓ Required in depth report writing; <p>Up to a maximum of 10 points</p> <p>c) Context and complexity of projects as they relate to the services described in the Statement of Work.</p> <ul style="list-style-type: none"> ✓ Public nature 	<p>30 points</p>	

Lead Investigator - Rated Criteria	Available points	Cross Reference to proposed resource resume
<ul style="list-style-type: none"> ✓ Politically sensitive ✓ Breadth of investigation ✓ Involved several organisations <p>Up to a maximum of 10 points</p>		
<p>R2 – Project 2</p> <p>Points for each project will be allocated as follows:</p> <p>a) Relevance of the project reference to the statement of work;</p> <ul style="list-style-type: none"> ✓ Police investigation, OR ✓ Professional Standard/Internal Affairs investigation OR ✓ Police oversight investigation <p>Up to a maximum of 10 points</p> <p>b) Tasks performed and roles and responsibilities of the proposed lead investigator resource</p> <ul style="list-style-type: none"> ✓ Had a lead role ✓ Tasks align with the requirement described in the Statement of Work ✓ Required in depth report writing; <p>Up to a maximum of 10 points</p> <p>c) Context and complexity of projects as they relate to the services described in the Statement of Work.</p> <ul style="list-style-type: none"> ✓ Public nature ✓ Politically sensitive ✓ Breadth of investigation ✓ Involved several organisations <p>Up to a maximum of 10 points</p>	<p>30 Points</p>	

Lead Investigator - Rated Criteria	Available points	Cross Reference to proposed resource resume
<p>R3 – Project 3</p> <p>Points for each project will be allocated as follows:</p> <p>a) Relevance of the project reference to the statement of work;</p> <ul style="list-style-type: none"> ✓ Police investigation OR ✓ Professional Standard/Internal Affairs investigation OR ✓ Police oversight investigation <p>Up to a maximum of 10 points</p> <p>b) Tasks performed and roles and responsibilities of the proposed lead investigator resource</p> <ul style="list-style-type: none"> ✓ Had a lead role ✓ Tasks align with the requirement described in the Statement of Work ✓ Required in depth report writing; <p>Up to a maximum of 10 points</p> <p>c) Context and complexity of projects as they relate to the services described in the Statement of Work.</p> <ul style="list-style-type: none"> ✓ Public nature ✓ Politically sensitive ✓ Breadth of investigation ✓ Involved several organisations <p>Up to a maximum of 10 points</p>	30 Points	
Minimum required points 72 out of 90 Points	90 points	Score:

Note: Proposals for the Lead Investigator that do not meet the above minimum score of 72 points (80%) will not be evaluated further.

Supporting Investigator

Supporting Investigator - Rated Criteria	Available points	Cross Reference to proposed resource resume
<p>R1 – Education</p> <p>The Bidder’s proposed resource for the Supporting Investigator category holds an LLB, JD or a Master’s degree from a recognized university in a field related to the duties of the position.</p> <p>Yes – 10 points</p> <p>No – 0 points</p>	<p>10 points</p>	
<p>Project investigation experience – 3 projects – 30 points</p> <p>The bidder’s proposal should include detailed descriptions of three (3) projects related to investigations services in which the bidder proposed investigator has provided services in scoping and delivering an engagement in scope and magnitude to the requirement outlined in the Statement of Work and which demonstrate investigative experience with;</p> <ul style="list-style-type: none"> • Investigative Services; <ul style="list-style-type: none"> ✓ Police investigations or ✓ Professional Standards or ✓ Internal Affairs or ✓ Police Oversight Investigation • Tasks performed and role and responsibilities of the personnel who participated in the project: • Was the bidder responsible for all phases or only certain phases or portion of phases? Was the project an actual project for which the bidder was responsible for the outcome and deliverables?; • Start and end dates of the project; • Client name and contact for whom the work was performed; <p>The bidder should also provide <u>either</u> one letter of reference or reference contact information for each project in order to verify the information presented above. If more than Three (3)</p>		

Supporting Investigator - Rated Criteria	Available points	Cross Reference to proposed resource resume
--	------------------	---

projects are included in the proposal, the Crown WILL ONLY CONSIDER the specified number in order of presentation. MPCC reserves the right to contact the references to confirm the information presented by the Bidder.

- Detailed description of the projects;
- Tasks performed;
- Role and Responsibilities of the personnel who participated in the project;
- Start and end dates of the project;
- Client name and contact for whom the work was performed or a letter of reference; and
- **Certification by the bidder that the client received the services and deliverables up to the standard of quality expected by the client reference, in a timely fashion and in line with the bidder's corporate approach and methodology presented in their proposal.**

Supporting Investigator - Rated Criteria	Available points	Cross Reference to proposed resource resume
<p>R2 – Project 1</p> <p>Points for each project will be allocated as follows:</p> <p>a) Relevance of the project reference to the statement of work:</p> <ul style="list-style-type: none"> ✓ Police investigation, OR ✓ Professional Standard/Internal Affairs investigation, OR ✓ Police oversight investigation <p>Up to a maximum of 10 points</p> <p>b) Tasks performed and roles and responsibilities of the proposed investigator resource</p> <ul style="list-style-type: none"> ✓ Tasks align with the requirement described in the Statement of Work ✓ Required in depth report writing; <p>Up to a maximum of 10 points</p> <p>c) Context and complexity of projects as they relate to the services described in the Statement of Work.</p> <ul style="list-style-type: none"> ✓ Public nature ✓ Politically sensitive ✓ Breadth of investigation ✓ Involved several organisations <p>Up to a maximum of 10 points</p>	<p>30 points</p>	

Supporting Investigator - Rated Criteria	Available points	Cross Reference to proposed resource resume
<p>R3 – Project 2</p> <p>Points for each project will be allocated as follows:</p> <p>a) Relevance of the project reference to the statement of work:</p> <ul style="list-style-type: none"> ✓ Police investigation, OR ✓ Professional Standard/Internal Affairs investigation, OR ✓ Police oversight investigation <p>Up to a maximum of 10 points</p> <p>b) Tasks performed and roles and responsibilities of the proposed investigator resource</p> <ul style="list-style-type: none"> ✓ Tasks align with the requirement described in the Statement of Work ✓ Required in depth report writing; <p>Up to a maximum of 10 points</p> <p>c) Context and complexity of projects as they relate to the services described in the Statement of Work.</p> <ul style="list-style-type: none"> ✓ Public nature ✓ Politically sensitive ✓ Breadth of investigation ✓ Involved several organisations <p>Up to a maximum of 10 points</p>	<p>30 Points</p>	

Supporting Investigator - Rated Criteria	Available points	Cross Reference to proposed resource resume
<p>R4 – Project 3</p> <p>Points for each project will be allocated as follows:</p> <p>a) Relevance of the project reference to the statement of work:</p> <ul style="list-style-type: none"> ✓ Police investigation, OR ✓ Professional Standard/Internal Affairs investigation, OR ✓ Police oversight investigation <p>Up to a maximum of 10 points</p> <p>b) Tasks performed and roles and responsibilities of the proposed investigator resource</p> <ul style="list-style-type: none"> ✓ Tasks align with the requirement described in the Statement of Work ✓ Required in depth report writing; <p>Up to a maximum of 10 points</p> <p>c) Context and complexity of projects as they relate to the services described in the Statement of Work.</p> <ul style="list-style-type: none"> ✓ Public nature ✓ Politically sensitive ✓ Breadth of investigation ✓ Involved several organisations <p>Up to a maximum of 10 points</p>	30 Points	
Minimum required points 70 out of 100 Points	100 points	Score:

Note: Proposals for the Supporting Investigator that do not meet the above minimum score of 70 points (70%) will not be evaluated further.

**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 Serial No. ___ between Her Majesty the Queen in right of Canada, represented by the Minister of Public Works and Government Services and _____, including any information that is confidential or proprietary to third parties, and information conceived, developed or produced by the Contractor as part of the Work. For the purposes of this agreement, information includes but not limited to: any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labeled as proprietary or sensitive, that is disclosed to a person or that a person becomes aware of during the performance of the Contract.

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

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

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

Signature

ANNEX F IT SECURITY CONTROL / REQUIREMENTS

1. Introduction

This document outlines the IT Security requirements for the MPCC contract # _____ for the processing of sensitive data up to and including the level of Protected B. In absence of a formal Threat-Risk Assessment (TRA) and due to the IT portion of the Security clearance being contract specific, the intent of this document is to state the minimum safeguards required in order that the processing of sensitive information be approved by the Department's IT Security Coordinator (IT Sec Coord); Guy Belanger, Tel: 613.995.5713, Email: guy.belanger@mpcc-cppm.gc.ca.

Security is based upon layers of protection; that is, in order for the requirements of the IT Security (ITS) to effectively safeguard the information, they must be preceded and supported by other aspects of security and the associated policies. The physical, personnel and information security safeguards in accordance with the Policy on Government Security and ITS related Standards must exist prior to the implementation of ITS safeguards.

2. Mandatory Prerequisites

2.1 PWGSC Validation for Physical Security

The application of the security safeguards listed in this document are based on the mandatory requirement that the physical premises have been inspected, certified and accredited to process and store sensitive information by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services (PWGSC). The Departmental Security Officer's (DSO) office will validate the certification and notify the IT Sec Coord.

2.2 Security Policy Compliance Monitoring

The DSO's office will request a copy of the IT Security Inspection report, recommendations and vendor responses, when completed by the CISD.

The MPCC has the option to request the contractor to attend a Security/IT Security briefing session. In addition, on a frequency to be determined by the Safety, Security and Emergency Management Division (SSEMD), the MPCC retains the right to conduct inspections of the contractor's facility to ensure compliance with Government of Canada standards and policies with respect to the handling, storage and processing of protected/classified information.

3. Minimum IT Security Requirements

3.1 IT Security Policy Compliance and Monitoring

On a frequency to be determined by Technology Services Division/Information Technology Security, the MPCC retains the right to conduct inspections of the facility to ensure compliance with Government of Canada standards and policies with respect to prevention, detection, response and recovery requirements in the Operational Security Standard: Management of Information Technology Security.

3.2 Storage, Disposal and Destruction of IT Media

All material such as CD/DVDs, flash/thumb drives, workstation hard disks, server hard disks, backup tapes and any other devices used to process or store protected information (including photocopiers, scanners and printers) must be retained and properly wiped or sanitized in a manner adhering to CSEC ITSG-06: Clearing And Declassifying Electronic Data Storage Devices upon termination of the final contract.

In the event that equipment requires maintenance, support or replacement, no hardware associated with the processing or storage of protected or classified information may be given to an outside vendor.

3.3 Mobile Computing and Teleworking

Safeguard all electronic information on an MPCC issued laptop with PKI access on the server as per MPCC internal procedures for information up to and including Protected B. For any documents classified as Secret, access will only be provided on site at MPCC offices and shall not be stored on the MPCC server.

Store the laptop (Protected B) in a container appropriate for the information (i.e. a locked cabinet) as per MPCC security policy.

3.4 Incident Reporting

It is paramount that the MPCC and IT Sec Coord are made aware of any security-related incidents with respect to the facilities and equipment used to process and store sensitive information associated with MPCC contracts.

The contractor must report any security-related incidents to the DSO and IT Sec Coord within two hours of an incident being detected or reported.

ANNEX G
SECURITY REQUIREMENTS
CHECK LIST
(Attached)