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Gatineau, Québec K1A 0S5  
Bid Fax: (819) 997-9776**

**Request For a Standing Offer  
Demande d'offre à commandes**

National Master Standing Offer (NMSO)

Offre à commandes principale et nationale (OCPN)

Canada, as represented by the Minister of Public Works and  
Government Services Canada, hereby requests a Standing Offer  
on behalf of the Identified Users herein.

Le Canada, représenté par le ministre des Travaux Publics et  
Services Gouvernementaux Canada, autorise par la présente,  
une offre à commandes au nom des utilisateurs identifiés  
énumérés ci-après.

**Comments - Commentaires**

THIS DOCUMENT CONTAINS A SECURITY  
REQUIREMENT.

**Vendor/Firm Name and Address**

**Raison sociale et adresse du  
fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

Business Management and Consulting Services Division /  
Division des services de gestion des affaires et de  
consultation

11 Laurier St. / 11, rue Laurier  
10C1, Place du Portage  
Gatineau, Québec K1A 0S5

<b>Title - Sujet</b> Investigative Services	
<b>Solicitation No. - N° de l'invitation</b> E60ZG-180493/A	<b>Date</b> 2017-12-05
<b>Client Reference No. - N° de référence du client</b> 20180493	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$\$ZG-424-32025
<b>File No. - N° de dossier</b> 424zg.E60ZG-180493	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2018-01-16</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Standard Time EST	
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Rocque, Anne-Élise	<b>Buyer Id - Id de l'acheteur</b> 424zg
<b>Telephone No. - N° de téléphone</b> (873)469-3947 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA PORTAGE III 11 LAURIER ST GATINEAU Quebec K1A0S5 Canada	
<b>Security - Sécurité</b> This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b>	<b>Facsimile No. - N° de télécopieur</b>
<b>Name and title of person authorized to sign on behalf of Vendor/Firm</b> <b>(type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/</b> <b>de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

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# **Request for Standing Offers (RFSO)**

## **Investigative Services**

### **Harassment Complaints Disclosures of Wrongdoing Work Place Violence**

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

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

- Part 1            General Information: provides a general description of the requirement;
- Part 2            Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3            Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4            Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5            Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6            Security Requirements: includes specific requirements that must be addressed by offerors; and
- Part 7            7A, Standing Offer, and 7B, Resulting Contract Clauses:
  - 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
  - 7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Statement of Work, the Basis of Payment, the Security Requirements Check List (SRCL), Quarterly Standing Offer Business Volume Report, Offeror Geographic Locations and Language Capabilities Table, and any other annexes.

### **1.2 Summary**

#### **1.2.1**

Public Works and Government Services Canada (PWGSC) would like to establish a National Master Standing Offer (NMSO) for the provision of Investigative Services further to complaints relating to Harassment, Disclosure of Wrongdoing or Work place violence, to satisfy the requirements of Identified Users on an "as-and-when-requested basis". The services described will be required in both of the official languages chosen by the Identified User as well as in various locations across Canada.

As a result of the solicitation process, PWGSC intends to authorize multiple standing offers for professional services.

The proposed 5 year period will be from August 1<sup>st</sup>, 2018 to July 31<sup>st</sup>, 2023. There are no additional optional periods.

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#### 1.2.2

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Canadian Free Trade Agreement (CFTA) and the Canada-European Union Comprehensive Economic and Trade Agreement (CETA).

#### 1.2.3

The Request for Standing Offers (RFSO) is to establish National Master Standing Offers for the requirement detailed in the RFSO, to the Identified Users across Canada, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to locations within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the resulting standing offers.

### 1.3 Security Requirements

There are security requirements associated with the requirement of the Standing Offer. For additional information, see Part 6 - Security Requirements, and Part 7 - Standing Offer and Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, offerors should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

### 1.4 Debriefings

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

## **PART 2 - OFFEROR INSTRUCTIONS**

### **2.1 Standard Instructions, Clauses and Conditions**

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

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

The [2006](#) (2017-04-27) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

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

Delete: 60 days  
Insert: **200** days

### **2.2 Submission of Offers**

Offers must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the Request for Standing Offers.

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

### **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 - Request for Standing Offers**

All enquiries must be submitted in writing to the Standing Offer Authority indicated on page 1 of the Request for Standing Offers, no later than 7 calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered 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 interpreted and 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 offer, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the offerors.

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

### **3.1 Offer Preparation Instructions**

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

Section I: Technical Offer 3 hard copies, and 1 soft copy on a CD.

Section II: Financial Offer 1 hard copy, and 1 soft copy on a separate CD.

Section III: Certifications 1 soft copy on a CD.

Section IV: Additional Information 1 soft copy on a CD.

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

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

Canada requests that offerors follow the format instructions described below in the preparation of their offer.

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

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

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

#### **Section I: Technical Offer**

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

The technical offer should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the offer will be evaluated. Simply repeating the statement contained in the offer solicitation is not sufficient. In order to facilitate the evaluation of the offer, 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 offers by identifying the specific paragraph and page number where the subject topic has already been addressed.

**Part 4, Evaluation Procedures and Basis of Selection**, contains additional instruction that Offerors should consider when preparing their technical offer.

As part of the technical offer, the Offerors should fill the table **Attachment 2 to Part 3, Offeror Geographic Locations and Language Capabilities, in the Part 3.**

## Section II: Financial Offer

- 1.1 Offerors must submit their financial offer in Canadian funds and in accordance with the **Pricing Schedule detailed in Attachment 1 to Part 3**. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.
- 1.2 Offerors must submit their prices and rates FOB destination; Canadian customs duties and excise taxes included, as applicable; and GST or HST is extra, if applicable.
- 1.3 When preparing their financial offer, Offerors should review the Basis of Payment in Annex B and **clause 4.1.2, Financial Evaluation, of Part 4**.
- 1.4 The rates and prices included in the pricing schedule detailed in **Attachment 1 to Part 3** include the total estimated cost of all travel and living expenses that may be incurred for Work (described in **Part 7, Standing Offer and Resulting Contract Clauses** of the offer solicitation) as well as for Work required to be performed within the locations identified in **Column 3, Offeror Geographic Locations and Language Capabilities Table, Attachment 2 to Part 3**.

### 3.1.1 Electronic Payment of Invoices - Offer

Canada requests that Offerors:

1. select option 1 or, as applicable, option 2 below; and
2. include the selected option in Section II of their Offer.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

#### Option 1

The Offeror accepts to be paid by the following Electronic Payment Instrument(s):

- VISA Acquisition Card
- MasterCard Acquisition Card
- Direct Deposit (Domestic and International)
- Electronic Data Interchange (EDI)
- Wire Transfer (International Only)
- Large Value Transfer System (LVTS) (Over \$25M)

#### Option 2

The Offeror does not accept to be paid by Electronic Payment Instruments.

### 3.1.2 Exchange Rate Fluctuation

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

## Section III: Certifications

Offerors must submit the certifications and additional information required under **Part 5, Certifications and Additional Information**.

## Section IV: Additional Information

In Section IV of their Offer, Offerors should provide:

1. their legal name;
2. their Procurement Business Number (PBN);
3. the name of the contact person (provide also this person's mailing address, phone and facsimile numbers and email address) authorized by the Offeror to enter into communications with Canada with regards to their Offer, and any contract that may result from their Offer;
4. for **Part 2, article 2.3, Former Public Servant**, of the Offer solicitation: the required answer to each question; and, if the answer is yes, the required information;
5. For **Part 6, article 6.1, Security Requirement**, of the Offer solicitation:
  - a) for each individual who will require access to classified or protected information, assets or sensitive work sites:
    - 1) the name of the individual;
    - 2) the date of birth of the individual; and
    - 3) if available, information confirming the individual meets the security requirement as indicated in **Part 7, Standing Offer and Resulting Contract Clauses**.

### 3.1.3 Offeror's Proposed Sites or Premises Requiring Safeguarding Measures

- 3.1.3.1** As indicated in **Part 6, Security Requirements**, the Offeror must provide the full addresses of the Offeror's and proposed individuals' sites or premises for which safeguarding measures are required for Work Performance:

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

- 3.1.3.2** The Company Security Officer must ensure through the [Contract Security Program](#) that the Offeror and proposed individual(s) hold a valid security clearance at the required level, as indicated in **Part 6, Security Requirements**.

**ATTACHMENT 1 to PART 3**

**PRICING SCHEDULE**

The Offeror should complete this pricing schedule and include it in its financial offer. As a minimum, the Offeror must respond to this pricing schedule by inserting in its financial offer for each of the periods specified below its quoted firm all-inclusive daily rate (in Cdn \$) for each of the proposed resource.

The rates specified below, when quoted by the Offeror, must include the total estimated cost of all travel and living expenses that may need to be incurred for:

- a) the Work described in **Annex A, Statement of Work, Part 7, Standing Offer and Resulting Contract** of this offer solicitation;
- b) the relocation of resources; and
- c) travel to the locations identified in **Column 3, Attachment 2 to Part 3 - Offeror Geographic Locations and Language Capabilities Table**.

To satisfy the terms of any resulting contract, these expenses cannot be charged directly and separately from the professional fees to any contract that may result from the offer solicitation.

<b>Professional fees</b>						
<b>Name of resource</b>	<b>Firm all-inclusive daily rates (CAN\$)</b>					
	<b>Year 1</b> Date of issuance to 31 July 2019	<b>Year 2</b> 01 Aug 2019 to 31 July 2020	<b>Year 3</b> 01 Aug 2020 to 31 July 2021	<b>Year 4</b> 01 Aug 2021 to 31 July 2022	<b>Year 5</b> 01 Aug 2022 to 31 July 2023	<b>Average of all 5 periods</b> <b>(Evaluated price)</b>

**ATTACHMENT 2 to PART 3**

**OFFEROR GEOGRAPHIC LOCATIONS AND LANGUAGE CAPABILITIES TABLE**

The Offeror should provide the following information with their Offer:

<b>Name of proposed resource(s)</b>	<b>Identify Language(s) in which the proposed resource can provide the services</b>	<b>List all Canadian city(ies) where the proposed resource would be prepared to work without being reimbursed for Travel &amp; Living expenses</b>

## 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

##### 4.1.1.1 Mandatory Technical Criteria

For Mandatory Technical Criteria refer to **Attachment 1 to Part 4**.

##### 4.1.1.2 Point Rated Technical Criteria

For Point Rated Technical Criteria refer to **Attachment 1 to Part 4**.

#### 4.1.2 Financial Evaluation

##### 4.1.2.1 Mandatory Financial Criteria

Offers must meet the mandatory financial criteria specified in the table inserted below. Offers which fail to meet the mandatory financial criteria will be declared non-responsive. See *Example* below illustrating how the median will be calculated.

<b>Mandatory Financial Criteria (MF)</b>		
	<b>Mandatory Financial Criterion</b>	<b>Met/Not Met</b>
<b>MF1</b>	The average firm all-inclusive daily rate quoted in the Offer must not be <b>40%</b> higher than the median calculated from <b>all proposed resources of all responsive offers</b> .	

EXAMPLE of the MEDIAN calculation								
Firm all-inclusive daily rate (CAN\$)								
Offeror	Resource Name	Year 1	Year 2	Year 3	Year 4	Year 5	Average (Year 1 to Year 5)	Sort lowest to highest average
ABC Inc.	Liam	500	550	600	650	700	600	500
	Felix	450	450	500	500	600	500	515
	Jayden	550	550	550	600	600	570	537
	Luka	600	650	650	700	700	660	570
DEF Inc.	Adele	600	650	750	750	800	710	600
	Zac	900	1,000	1,000	1,050	1,050	1,000	660
	Antoine	600	650	700	750	800	700	690
GHI Inc.	Enzo	650	650	700	700	750	690	700
	Gina	400	450	500	575	650	515	710
	Etienne	400	500	550	575	660	537	770
	Lea	700	750	750	800	850	770	900
	Adam	800	850	900	950	1,000	900	1,000

1) A median is described as the numeric value separating the higher half of a sample from the lower half. The median of a finite list of numbers can be found by arranging all the observations from lowest value to highest value and picking the middle one. If there is an even number of observations, then there is no single middle value; the median is defined to be the average of the two middle values.

2) Median Calculation: 500-515-537-570-600-660-690-700-710-770-900-1,000

3) Median:  $(660 + 690) / 2 = 675$

4) Maximum Allowable firm all-inclusive daily rate (median + 40%):  $\$675 \times 1.4 = \$945$

5) Interpretation: Using the *Example* above, Zac would be considered financially non-responsive as the average firm all-inclusive daily rate of \$1,000 for this individual is more than the maximum allowable firm all-inclusive daily rate of \$945.

All other resources would be considered financially responsive as their average firm all-inclusive daily rate are all less than the maximum allowable firm all-inclusive daily rate of \$945.

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**4.1.2.2** For offer evaluation and Offeror(s) selection purposes only, the evaluated price of an Offer will be determined in accordance with the **Pricing Schedule in Attachment 1 to Part 3**.

## **4.2 Basis of Selection**

A National Master Standing Offer will be authorized to all responsive Offerors.

To be declared responsive, an offer must meet the following:

- (a) comply with all the requirements of the Request for Standing Offers (RFSO); and
- (b) meet all mandatory technical evaluation criteria specified in **Attachment 1 to Part 4**; and
- (c) obtain the required minimum number of points specified in **Attachment 1 to Part 4** for the point rated technical criteria; and
- (d) meet all the mandatory financial criteria specified in **article 4.1.2.1**.

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

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#### ATTACHMENT 1 to Part 4

### TECHNICAL EVALUATION CRITERIA FOR INVESTIGATIVE SERVICES

#### Stream 1 - Harassment Complaints Stream 2 - Disclosures of Wrongdoing Stream 3 - Work Place Violence

#### GENERAL INSTRUCTIONS APPLY TO ALL STREAMS:

- An Offeror and/or their resource(s) may qualify for one, two or three streams.
- For validation purposes, PWGSC reserves the right to contact references provided in the Offer.
- Each resource identified in the Offer will be evaluated on their own merit.

#### Mandatory Technical Criteria:

- The Offer must meet the Mandatory Technical Criteria (MT) of the stream for which a resource is being proposed.
- The Offer which fails to meet the Mandatory Technical Criteria (MT) will be declared non-responsive.
- Each mandatory technical criterion should be addressed separately.

#### Point Rated Technical Criteria:

- The Offer which meets all the Point Rated Technical Criteria (RT) will be evaluated and scored as specified below.
- The Offer 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.

## STREAM 1 – HARASSMENT COMPLAINTS

### 4.1.1.1 Mandatory Technical Criteria (MT)

(A) HARASSMENT COMPLAINTS			
	DESCRIPTION	MET/NOT MET	DETAILS, CROSS REFERENCE TO PROPOSAL
<b>MTA1</b>	<p>In order to provide investigative services relating to complaints of harassment, the Offer must meet the mandatory technical criteria specified below.</p> <p><b>MANDATORY EXPERIENCE:</b> The Offer must demonstrate that, <b>within the last ten (10) years</b>, each proposed resource has completed a minimum of <b>five (5) Projects</b> of Investigative Services as lead, sole investigator or as co-investigator relating to harassment in the workplace, in either the private or public sector.</p> <p>In order for a project to be evaluated, the Offer must include as a minimum, the following information:</p> <ol style="list-style-type: none"> <li>Duration of the project (start date to completion date);</li> <li>Nature of the investigation (brief description);</li> <li>Description of the resource's role (brief description of the responsibilities and duties involved in completing the project); and</li> <li>Name of the client (public or private sector entity) and project authority name.</li> </ol> <p>The Offer should include current telephone number and/or e-mail address of the project authority, if available.</p>		
<b>MTA2</b>	<p><b>MANDATORY TRAINING:</b> The Offer must demonstrate that, each proposed resource has <b>facilitated or completed</b> at a minimum courses/training/workshops in the <u>three</u> following areas:</p> <ol style="list-style-type: none"> <li>Administrative Investigative Techniques;</li> <li>Canadian Human Rights Law;</li> <li>Relevant Canadian Labour Law and Employment Law, including the Canada Labour Code.</li> </ol>		

	<b>Proof of training must be submitted with the Offer (copies of Degrees, Diplomas, Certificates, etc.).</b>		
--	--	--	--

#### 4.1.1.2 Point Rated Technical Criteria (RT)

(A) HARASSMENT COMPLAINTS			
RTA1. RELEVANT EXPERIENCE	POINTS ALLOCATED	SCORE	
The Offer should demonstrate that, <b>within the last ten (10) years</b> , each proposed resource has completed additional Investigative Services Projects as lead, sole investigator or as co-investigator relating to harassment in the workplace, in either the private or public sector.  These projects must be <u>over and above</u> those listed in <b>MTA1</b> .			
• Two projects	30		
• Three projects	40		
• Four projects	50		
• Five projects	70		
• Six or more projects	90		
In order for a project to be evaluated, the Offer should include as a minimum, the following information:  a) Duration of the Project (start date to completion date); b) Nature of the investigation (brief description); c) Description of the offeror's role (brief description of the responsibilities & duties involved in completing the project); and d) Name of the client (public or private sector entity) and project authority name.  The Offer should include current telephone number and/or e-mail address of the project authority, if available.			
	<b>Maximum points</b>	<b>90</b>	

**THE FOLLOWING POINT RATED CRITERIA APPLIES TO ALL STREAMS.  
THIS SECTION NEEDS TO BE COMPLETED ONLY ONCE FOR EACH RESOURCE.**

RTA2. RELEVANT TRAINING	POINTS ALLOCATED	SCORE
<p>The Offer should demonstrate, for each proposed resource which courses/training/workshops were <b>facilitated or completed</b> from the following areas:</p> <p>3 points for each course/training/workshop.</p> <p>These courses/training/workshops must be <u>over</u> and <u>above</u> those listed in <b>MTA2</b>.</p>		
<ul style="list-style-type: none"> <li>• Legal Training</li> </ul>	3	
<ul style="list-style-type: none"> <li>• Arbitration</li> </ul>	3	
<ul style="list-style-type: none"> <li>• Alternative dispute resolution/mediation</li> </ul>	3	
<ul style="list-style-type: none"> <li>• Cross-cultural &amp; Diversity Issues</li> </ul>	3	
<ul style="list-style-type: none"> <li>• Counselling/coaching</li> </ul>	3	
<ul style="list-style-type: none"> <li>• Sociology</li> </ul>	3	
<ul style="list-style-type: none"> <li>• Industrial Psychology</li> </ul>	3	
<ul style="list-style-type: none"> <li>• Principle of ethical reasoning</li> </ul>	3	
<ul style="list-style-type: none"> <li>• Self-management</li> </ul>	3	
<ul style="list-style-type: none"> <li>• Mental health issues</li> </ul>	3	
<ul style="list-style-type: none"> <li>• Occupational Health and Safety training</li> </ul>	3	
<ul style="list-style-type: none"> <li>• Anti-corruption</li> </ul>	3	
<ul style="list-style-type: none"> <li>• Audit training</li> </ul>	3	
<p><b>Proof of training must be submitted with the Offer (copies of Diplomas, Certificates, etc.).</b></p>		
<p><b>Maximum points:</b></p>	39	
<p><b>RTA3. FORMAL EDUCATION</b></p>	POINTS ALLOCATED	SCORE

Highest level of education achieved for each proposed resource:		
College/CEGEP	15	
Bachelor	20	
Master	25	
PhD	30	
	<b>30</b>	
<b>Maximum points:</b>		
<b>Proof of education must be submitted with the Offer (copies of Degrees, Diplomas, Certificates, etc.).</b>		
<b>RTA4. PROFESSIONAL DESIGNATION/LICENCE</b>		
Professional Designation/Licence obtained for each proposed resource.		
10 points for each professional designation, accreditation or licence in any of the following fields to a maximum of 30 points:		
• Private investigations		
• Administration		
• Management		
• Human Resource		
• Psychology		
• Social Work		
• Law		
• Engineering		
• Accounting		
• Audit		
• Finance		
• Mediation		
	<b>POINTS ALLOCATED</b>	<b>SCORE</b>

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	<b>Maximum points:</b>	<b>30</b>
<b>Proof of professional designation/license must be provided with the Offer.</b>		
<b>Overall maximum points for all four rated technical criteria (RTA1, RTA2, RTA3 and RTA4):</b>	<b>189</b>	
<b>Minimum points required for the Offer to be considered responsive (60%):</b>	<b>113</b>	

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**STREAM 2 – DISCLOSURES OF WRONGDOING**

**4.1.1.1 Mandatory Technical Criteria (MT)**

(B) DISCLOSURES OF WRONGDOING		
	DESCRIPTION	MET/NOT MET
<b>MTB1</b>	<p>In order to provide investigative services relating to disclosures of wrongdoing, the Offer must meet the mandatory technical criteria specified below.</p> <p><b>MANDATORY EXPERIENCE:</b> The Offer must demonstrate that, <b>within the last ten (10) years</b>, each proposed resource has completed a minimum of <b>five (5) Projects</b> of Investigative Services as lead, sole investigator or as co-investigator relating to disclosures of wrongdoing, in either the private or public sector.</p> <p>In order for a project to be evaluated, the Offer must include as a minimum, the following information:</p> <ul style="list-style-type: none"> <li>a) Duration of the project (start date to completion date);</li> <li>b) Nature of the investigation (brief description);</li> <li>c) Description of the resource's role (brief description of the responsibilities and duties involved in completing the project); and</li> <li>d) Name of the client (public or private sector entity) and project authority name.</li> </ul> <p>The Offer should include current telephone number and/or e-mail address of the project authority, if available.</p>	
<b>MTB2</b>	<p><b>MANDATORY TRAINING:</b> The Offer must demonstrate that, each proposed resource has <b>facilitated or completed</b> at a minimum courses/training/workshops in the <u>three</u> following areas:</p> <ul style="list-style-type: none"> <li>1) Administrative Investigative Techniques;</li> <li>2) Canadian Human Rights Law;</li> <li>3) Relevant Canadian Labour Law and Employment Law.</li> </ul> <p><b>Proof</b> of training must be submitted with the Offer (copies of Degrees, Diplomas, Certificates, etc.).</p>	
	<b>DETAILS, CROSS REFERENCE TO PROPOSAL</b>	

#### 4.1.1.2 Point Rated Technical Criteria (RT)

(B) DISCLOSURES OF WRONGDOING		
RTB1. RELEVANT EXPERIENCE	POINTS ALLOCATED	SCORE
<p>The Offer should demonstrate that, <b>within the last ten (10) years</b>, each proposed resource has completed additional Investigative Services Projects as lead, sole investigator or as co-investigator relating to disclosures of wrongdoing, in either the private or public sector.</p> <p>These projects must be <u>over</u> and <u>above</u> those listed in <b>MTB1</b>.</p> <ul style="list-style-type: none"> <li>• Two projects</li> <li>• Three projects</li> <li>• Four projects</li> <li>• Five projects</li> <li>• Six or more projects</li> </ul>	30	
	40	
	50	
	70	
	90	
<p>In order for a project to be evaluated, the Offer must include as a minimum, the following information:</p> <ul style="list-style-type: none"> <li>a) Duration of the project (start date to completion date);</li> <li>b) Nature of the investigation (brief description);</li> <li>c) Description of the resource's role (brief description of the responsibilities and duties involved in completing the project); and</li> <li>d) Name of the client (public or private sector entity) and project authority name.</li> </ul> <p>The Offer should include current telephone number and/or e-mail address of the project authority, if available.</p>	90	
	<b>Maximum points</b>	

**THE FOLLOWING POINT RATED CRITERIA APPLIES TO ALL STREAMS.  
THIS SECTION NEEDS TO BE COMPLETED ONLY ONCE FOR EACH RESOURCE.**

RTB2. RELEVANT TRAINING	POINTS ALLOCATED	SCORE
<p>The Offer should demonstrate, for each proposed resource which courses/training/workshops were <b>facilitated or completed from</b> the following areas: 3 points for each course/training/workshop.</p>		
<p>These courses/training/workshops must be <u>over</u> and <u>above</u> those listed in <b>MTB2</b>.</p>		
<ul style="list-style-type: none"> <li>• Legal Training</li> </ul>	3	
<ul style="list-style-type: none"> <li>• Arbitration</li> </ul>	3	
<ul style="list-style-type: none"> <li>• Alternative dispute resolution/mediation</li> </ul>	3	
<ul style="list-style-type: none"> <li>• Cross-cultural &amp; Diversity Issues</li> </ul>	3	
<ul style="list-style-type: none"> <li>• Counselling/coaching</li> </ul>	3	
<ul style="list-style-type: none"> <li>• Sociology</li> </ul>	3	
<ul style="list-style-type: none"> <li>• Industrial Psychology</li> </ul>	3	
<ul style="list-style-type: none"> <li>• Principle of ethical reasoning</li> </ul>	3	
<ul style="list-style-type: none"> <li>• Self-management</li> </ul>	3	
<ul style="list-style-type: none"> <li>• Mental health issues</li> </ul>	3	
<ul style="list-style-type: none"> <li>• Occupational Health and Safety training</li> </ul>	3	
<ul style="list-style-type: none"> <li>• Anti-corruption</li> </ul>	3	
<ul style="list-style-type: none"> <li>• Audit training</li> </ul>	3	
<p><b>Proof of training must be submitted with the Offer (copies of Degrees, Diplomas, Certificates, etc.).</b></p>		
<p><b>Maximum points:</b></p>	<b>39</b>	

<b>RTB3. FORMAL EDUCATION</b>	<b>POINTS ALLOCATED</b>	<b>SCORE</b>
Highest level of education achieved for each proposed resource:		
College/CEGEP	15	
Bachelor	20	
Master	25	
PhD	30	
<b>Maximum points:</b>	<b>30</b>	
<b>Proof</b> of education must be submitted with the Offer (copies of Degrees, Diplomas, Certificates, etc.).		
<b>RTB4. PROFESSIONAL DESIGNATION/LICENCE</b>	<b>POINTS ALLOCATED</b>	<b>SCORE</b>
Professional Designation/Licence obtained for each proposed resource.		
10 points for each professional designation, accreditation or licence in any of the following fields to a maximum of 30 points:		
• Private investigations		
• Administration		
• Management		
• Human Resource		
• Psychology		
• Social Work		
• Law		
• Engineering		
• Accounting		
• Audit		
• Finance		

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• Mediation		
<b>Proof of professional designation/license must be provided with the Offer.</b>	<b>30</b>	
<b>Overall maximum points for all four rated technical criteria (RTB1, RTB2, RTB3 and RTB4):</b>	<b>189</b>	
<b>Minimum points required for the Offer to be considered responsive (60%):</b>	<b>113</b>	

**4.1.1.1 Mandatory Technical Criteria (MT)**

**STREAM 3 – WORK PLACE VIOLENCE**

(C) WORK PLACE VIOLENCE		
DESCRIPTION	MET/NOT MET	DETAILS, CROSS REFERENCE TO PROPOSAL
<p><b>MTC1</b></p> <p><b>DESCRIPTION</b> In order to provide investigative services relating to incidents of work place violence, the offer must meet the mandatory technical criteria specified below.</p> <p><b>MANDATORY EXPERIENCE:</b> The Offer must demonstrate that, <b>within the last ten (10) years</b>, each proposed resource has completed a minimum of <b>five (5) Projects</b> of Investigative Services as lead, sole investigator or as co-investigator relating to work place violence, in either the private or public sector.</p> <p>In order for a project to be evaluated, the Offer must include as a minimum, the following information:</p> <ul style="list-style-type: none"> <li>a) Duration of the project (start date to completion date);</li> <li>b) Nature of the investigation (brief description);</li> <li>c) Description of the resource's role (brief description of the responsibilities and duties involved in completing the project); and</li> <li>d) Name of the client (public or private sector entity) and project authority name.</li> </ul> <p>The Offer should include current telephone number and/or e-mail address of the project authority, if available.</p>		
<p><b>MTC2</b></p> <p><b>MANDATORY TRAINING:</b> The Offer must demonstrate that, each proposed resource has <b>facilitated or completed</b> at a minimum courses/training/workshops in the <u>three</u> following areas:</p> <ul style="list-style-type: none"> <li>1) Administrative Investigative Techniques;</li> <li>2) Canadian Human Rights Law;</li> <li>3) Relevant Canadian Labour Law and Employment Law in Canada, including the Canada Labour Code.</li> </ul> <p><b>Proof</b> of training must be submitted with the Offer (copies of Degrees, Diplomas, Certificates, etc.).</p>		

#### 4.1.1.2 Point Rated Technical Criteria (RT)

<b>(C) WORK PLACE VIOLENCE</b>		
<b>RTC1. RELEVANT EXPERIENCE</b>	<b>POINTS ALLOCATED</b>	<b>SCORE</b>
<p>The Offer should demonstrate that, <b>within the last ten (10) years</b>, each proposed resource has completed additional Investigative Services Projects as lead, sole investigator or as co-investigator relating to work place violence, in either the private or public sector.</p> <p>These projects must be <u>over and above</u> those listed in <b>MTC1</b>.</p> <ul style="list-style-type: none"> <li>• Two projects</li> <li>• Three projects</li> <li>• Four projects</li> <li>• Five projects</li> <li>• Six or more projects</li> </ul> <p>In order for a project to be evaluated, the Offer must include as a minimum, the following information:</p> <ul style="list-style-type: none"> <li>a) Duration of the project (start date to completion date);</li> <li>b) Nature of the investigation (brief description);</li> <li>c) Description of the resource's role (brief description of the responsibilities and duties involved in completing the project); and</li> <li>d) Name of the client (public or private sector entity) and project authority name.</li> </ul> <p>The Offer should include current telephone number and/or e-mail address of the project authority, if available.</p>	<p>30</p> <p>40</p> <p>50</p> <p>70</p> <p>90</p>	
<b>Maximum points</b>	<b>90</b>	

**THE FOLLOWING POINT RATED CRITERIA APPLIES TO ALL STREAMS.  
THIS SECTION NEEDS TO BE COMPLETED ONLY ONCE FOR EACH RESOURCE.**

RTC2. RELEVANT TRAINING	POINTS ALLOCATED	SCORE
<p>The Offer should demonstrate, for each proposed resource which courses/training/workshops were <b>facilitated or completed from</b> the following areas: 3 points for each course/training/workshop.</p>		
<p>These courses/training/workshops must be <u>over</u> and <u>above</u> those listed in <b>MTC2</b>.</p>		
<ul style="list-style-type: none"> <li>• Legal Training</li> </ul>	3	
<ul style="list-style-type: none"> <li>• Arbitration</li> </ul>	3	
<ul style="list-style-type: none"> <li>• Alternative dispute resolution/mediation</li> </ul>	3	
<ul style="list-style-type: none"> <li>• Cross-cultural &amp; Diversity Issues</li> </ul>	3	
<ul style="list-style-type: none"> <li>• Counselling/coaching</li> </ul>	3	
<ul style="list-style-type: none"> <li>• Sociology</li> </ul>	3	
<ul style="list-style-type: none"> <li>• Industrial Psychology</li> </ul>	3	
<ul style="list-style-type: none"> <li>• Principle of ethical reasoning</li> </ul>	3	
<ul style="list-style-type: none"> <li>• Self-management</li> </ul>	3	
<ul style="list-style-type: none"> <li>• Mental health issues</li> </ul>	3	
<ul style="list-style-type: none"> <li>• Occupational Health and Safety training</li> </ul>	3	
<ul style="list-style-type: none"> <li>• Anti-corruption</li> </ul>	3	
<ul style="list-style-type: none"> <li>• Audit training</li> </ul>	3	
<p><b>Proof of training must be submitted with the Offer (copies of Degrees, Diplomas, Certificates, etc.).</b></p>		
<p style="text-align: right;"><b>Maximum points:</b></p>	<b>39</b>	

<b>RTC3. FORMAL EDUCATION</b>	<b>POINTS ALLOCATED</b>	<b>SCORE</b>
Highest level of education achieved for each proposed resource:		
College/CEGEP	15	
Bachelor	20	
Master	25	
PhD	30	
<b>Maximum points:</b>	<b>30</b>	
<b>Proof</b> of education must be submitted with the Offer (copies of Degrees, Diplomas, Certificates, etc.).		
<b>RTC4. PROFESSIONAL DESIGNATION/LICENCE</b>	<b>POINTS ALLOCATED</b>	<b>SCORE</b>
Professional Designation/Licence obtained for each proposed resource.		
10 points for each professional designation, accreditation or licence in any of the following fields to a maximum of 30 points:		
• Private investigations		
• Administration		
• Management		
• Human Resource		
• Psychology		
• Social Work		
• Law		
• Engineering		
• Accounting		
• Audit		
• Finance		

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• Mediation		
<b>Proof of professional designation/license must be provided with the Offer.</b>	<b>30</b>	
<b>Overall maximum points for all four rated technical criteria (RTC1, RTC2, RTC3 and RT4):</b>	<b>189</b>	
<b>Minimum points required for the Offer to be considered responsive (60%):</b>	<b>113</b>	

## **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. Unless specified otherwise, 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 Integrity Provisions - Declaration of Convicted Offences**

In accordance with the Integrity Provisions of the Standard Instructions, all offerors must provide with their offer, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

#### **5.1.2 Additional Certifications Required with the Offer**

None.

### **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 – Required Documentation**

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

#### **5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification**

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list ) available at the bottom of the page of the [Employment and Social](#)

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[Development Canada-Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4) website (https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4).

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**

SACC Manual Clause M3020T (2016-01-28) Status of Availability of Resources – Offer

#### **5.2.4 Education and Experience**

The Offeror certifies that all the information provided in the résumés and supporting material submitted with its offer, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Offeror to be true and accurate. Furthermore, the Offeror warrants that every proposed resource by the Offeror for the requirement is capable of performing the Work described in the resulting contract.

## ATTACHMENT 1 to PART 5

### FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

I, the Offeror, by submitting the present information to the Standing Offer Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare an offer non-responsive, or may set-aside a Standing Offer, or will declare a contractor in default, if a certification is found to be untrue, whether during the offer evaluation period, during the Standing Offer period, or during the contract period. Canada will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply with any request or requirement imposed by Canada may render the Offer non-responsive, may result in the Standing Offer set-aside or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\) – Labour's](#) website.

Date: \_\_\_\_\_ (YYYY/MM/DD) (If left blank, the date will be deemed to be the RFSO closing date.)

Complete both A and B.

A. Check only one of the following:

- A1. The Offeror certifies having no work force in Canada.
- A2. The Offeror certifies being a public sector employer.
- A3. The Offeror certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).
- A4. The Offeror certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.

A5. The Offeror has a combined workforce in Canada of 100 or more employees; and

- A5.1 The Offeror certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.
- OR**
- A5.2. The Offeror certifies having submitted the [Agreement to Implement Employment Equity](#) (LAB1168) to ESDC-Labour. As this is a condition to issuance of a standing offer, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- B1. The Offeror is not a Joint Venture.

**OR**

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

## **PART 6 - SECURITY REQUIREMENTS**

### **6.1 Security Requirements**

1. Before issuance of a standing offer, the following conditions must be met:
  - (a) the Offeror must hold a valid organization security clearance as indicated in Part 7A - Standing Offer;
  - (b) the Offeror's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 7A - Standing Offer;
  - (c) the Offeror must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
  - (d) the Offeror's proposed location of work performance and document safeguarding must meet the security requirements as indicated in Part 7A - Standing Offer;
  - (e) the Offeror must provide the addresses of proposed sites or premises of work performance and document safeguarding as indicated in Part 3 - Section IV Additional Information.
2. Offerors are reminded to obtain the required security clearance promptly. Any delay in the issuance of a standing offer to allow the successful Offeror to obtain the required clearance will be at the entire discretion of the Standing Offer Authority.
3. For additional information on security requirements, offerors should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

## **PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES**

### **A. STANDING OFFER**

#### **7.1 Offer**

**7.1.1** The Offeror offers to perform the Work in accordance with the **Annex A, Statement of Work**.

#### **7.2 Security Requirements for Canadian Supplier PWGSC file # E60ZG-180493**

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid **Designated Organization Screening (DOS)** with approved Document Safeguarding at the **PROTECTED B** level, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to **PROTECTED** information, assets or work site(s) must EACH hold a valid **RELIABILITY STATUS**, granted or approved by the CISD/PWGSC.
3. The Contractor **MUST NOT** utilize its Information Technology systems to electronically process, produce or store **PROTECTED** information until the CISD/PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed at the level of **PROTECTED B**.
4. Subcontracts which contain security requirements are **NOT** to be awarded without the prior written permission of CISD/PWGSC.
5. The Contractor/Offeror must comply with the provisions of the:
  - (a) Security Requirements Check List and security guide (if applicable), attached at Annex C;
  - (b) Industrial Security Manual (Latest Edition).

**7.2.1** The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Standing Offer.

#### **7.2.2 Offeror's Sites or Premises Requiring Safeguarding**

**7.2.2.1** Where safeguarding measures are required in the performance of the Work, the Offeror must diligently maintain up-to-date the information related to the Offeror's and proposed resources' sites or premises for the following addresses:

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

**7.2.2.2** The Company Security Officer must ensure through the [Contract Security Program](#) that the Offeror and individual(s) hold a valid security clearance at the required level.

### 7.3 Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the [Standard Acquisition Clauses and Conditions 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.

#### 7.3.1 General Conditions

**2005** (2017-06-21) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

#### 7.3.2 Standing Offers Reporting

The Offeror must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Standing Offer.

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

The data must be submitted on a "quarterly basis" to the Standing Offer Authority. The quarterly reporting periods are defined as follows:

1st quarter:	April 1 to June 30;	(due July 15)
2nd quarter:	July 1 to September 30;	(due Oct 15)
3rd quarter:	October 1 to December 31;	(due Jan 15)
4th quarter:	January 1 to March 31;	(due Apr 15)

The data must be submitted to the Standing Offer Authority no later than fifteen (15) calendar days after the end of the reporting period.

The Offeror understands that failure to comply may result in the setting aside of the Standing Offer.

### 7.4 Term of Standing Offer

#### 7.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from August 1<sup>st</sup>, 2018 to July 31, 2023.

#### 7.4.2 Comprehensive Land Claims Agreements (CLCAs)

The Standing Offer (SO) is for the delivery of the requirement detailed in the SO to the Identified Users across Canada, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to locations within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the standing offer.

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## 7.5 Authorities

### 7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: **Roxane Baker**  
Title: Supply Specialist

Public Works and Government Services Canada  
Acquisitions Branch  
Directorate: Acquisitions Branch  
Professional Services Procurement Directorate (PSPD)

11 Laurier, Gatineau (Quebec) K1A 0S5  
Place du Portage, Phase III

Telephone: 873-469-4960  
Facsimile: 819-956-2675  
E-mail address: roxane.baker@tpsgc-pwgsc.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.

### 7.5.2 Project Authority

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

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

### 7.5.3 Offeror's Representative

***(To be completed at time of Standing Offer award):***

The Offeror's Representative for the Standing Offer is:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

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

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

E-mail address: \_\_\_\_\_

## 7.6 Proactive Disclosure of Contracts with Former Public Servants

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

## 7.7 Identified Users

The Identified Users authorized to make call-ups against the Standing Offer include any government department, agency or Crown Corporation listed in Schedules I, I.1, II, III, of the [Financial Administration Act](#), R.S.C., 1985, c. F-11.

## 7.8 Call-up Procedures

Given the sensitivity, diversity and complexity of the nature of the services covered under the Standing Offer, the Project Authority reserves the sole right for final selection of the Offeror for any contract resulting from any call-up made pursuant to the Standing Offer relating to the required services.

7.8.1 The Project Authority may consider the following elements when selecting an Offeror:

- a) Language capabilities;
- b) Canadian city in which the resource has agreed to work without incurring travel and living expenses, as applicable;
- c) The level of security clearance required to conduct the services required; and
- d) Availability at the time stated in work request.

7.8.2 The Project Authority will provide the Offeror with details of the Work activities to be performed within the scope of this Standing Offer including a description of the deliverables/reports to be submitted.

7.8.3 Due to the nature of specific requirements, the Offeror may be interviewed by the Project Authority prior to issuance of a call-up for the services specified therein. All costs incurred in connection with interviews will be at the Offeror's expense. Canada is under no obligation to enter into contract by placing a call-up subsequent to the interview.

7.8.3. The Offeror will submit a firm price, or a ceiling price, or a limitation of expenditure, a schedule indicating completion dates for major Work activities and submission dates for deliverables/reports with supporting details to the Project Authority. The proposal should be submitted to the Project Authority within three (3) business days of receiving the request.

**Firm price definition:** The total amount payable is a fixed sum. Both parties agree prior to the award of the call-up as to the price payable thereunder.

**Ceiling price definition:** A condition incorporated into a call-up which states the maximum amount of monies that may be paid to a Contractor for the Work described in the call-up. The Contractor will be paid, in accordance with the basis of payment, only those costs incurred. If the costs, as charged, reach or exceed the ceiling established in the Contract, the Contractor must complete the Work and will receive no monies beyond this ceiling.

**Limitation of expenditure definition:** A condition incorporated into a call-up which states the maximum amount of monies that may be paid to a Contractor for the Work described in the call-

up. If, during the execution of the call-up, the Contractor discovers that there is insufficient funds to complete the Work, the Contractor must inform the Project Authority. This step is usually taken once 75% of the funds have been expended. The Project Authority then has the option of providing additional funding or requesting the Contractor to complete the Work to the extent that the current funding permits.

- 7.8.4 The firm price or ceiling price or limitation of expenditure for the services will be established by utilizing the applicable rate as shown under the **Basis of Payment, Annex B**. The level of effort will be agreed upon by the Project Authority and the Offeror. Upon agreement of the firm price, ceiling price or limitation of expenditure for the services, the Offeror will be authorized by the Project Authority to proceed with the Work by completing and issuing the call-up pursuant to the Standing Offer form PWGSC-TPSGC 942.
- 7.8.5 The Offeror shall sign and return the acknowledgement copies of the completed PWGSC-TPSGC 942 to the Project Authority.
- 7.8.6 It is understood and agreed that the Offeror shall not commence Work until authorized by the Project Authority.

## 7.9 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using the duly completed forms or their equivalents as identified in paragraphs 1 and 2 below, or by using Canada acquisition cards (Visa or MasterCard) for low dollar value requirements.

- a) Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
- b) Any of the following forms could be used which are available through [PWGSC Forms Catalogue](#) website:
- PWGSC-TPSGC 942 Call-up Against a Standing Offer
  - PWGSC-TPSGC 942-2 Call-up Against a Standing Offer - Multiple Delivery
  - PWGSC-TPSGC 944 Call-up Against Multiple Standing Offers (English version)
  - PWGSC-TPSGC 945 Commande subséquente à plusieurs offres à commandes (French version)

or

- c) An equivalent form or electronic call-up document which contains at a minimum the following information:
- standing offer number;
  - statement that incorporates the terms and conditions of the Standing Offer;
  - description and unit price for each line item;
  - total value of the call-up;
  - point of delivery;
  - confirmation that funds are available under section 32 of the Financial Administration Act;
  - confirmation that the user is an Identified User under the Standing Offer with authority to enter into a contract.

### 7.10 Limitation of Call-ups

1. Individual call-ups against the Standing Offer must not exceed \$100,000 (Goods and Services Tax or Harmonized Sales Tax included).
2. Requirement exceeding the \$100,000 call-up limitation up to \$400,000 must be submitted to PWGSC Standing Offer Authority for review and authorization.
3. Requirement exceeding \$400,000 must be submitted to PWGSC Standing Offer Authority for issuance of the call-up.

### 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](#) (2017-06-21), General Conditions - Standing Offers - Goods or Services;
- d) the general conditions, [2035](#) (2016-04-04), General Conditions - Higher Complexity – Services;
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) Annex C, Security Requirements Check List;
- h) Annex D, Quarterly Standing Offer Business Volume Report;
- i) Annex E, Offeror Geographic Locations and Language Capabilities Table;
- j) the Offeror's offer dated \_\_\_\_\_ (*insert date of offer*).

### 7.12 Certifications and Additional Information

#### 7.12.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. 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.

#### 7.12.2 SACC Manual Clauses

SACC Manual Clause [M3020C](#) (2016-01-28) Status of Availability of Resources - Standing Offer.

### 7.13 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**.

#### **7.14 Additional Resources**

The Offeror may request that additional resources be added to the Standing Offer list of authorized resources at the discretion of Canada, by providing all information and documents requested in the **Part 4 Evaluation and Basis of Selection** of the RFSO to the Standing Offer Authority. The information received for all additional resources proposed will be evaluated in accordance with the Basis of Selection.

#### **7.15 Rates for Additional Resources**

For additional resources approved by PWGSC during the Standing Offer period in accordance with article **7.14 Additional Resources**:

- a) the firm all-inclusive daily rate for additional resources proposed must not exceed the median of all responsive individual rates of all resources proposed for the Financial offer for the period of the Standing Offer as calculated in the original evaluation and as specified in **Annex B, Basis of Payment**;
- b) Canada may require an acceptable price support such as a copy of paid invoices for like services performed for other customers; and a price certification statement for the firm all-inclusive daily rate proposed.

## **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**

[2035](#) (2016-04-04), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

***Insert the following clause when payment by credit cards is accepted by the Offeror:***

Article 17 Interest on Overdue Accounts, of [2035](#) (2016-04-04), General Conditions - Higher Complexity - Services 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.

#### **7.3.2 Delivery Date**

Delivery 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**

One of the following Basis of Payment will form part of the resulting call-up.

##### **7.5.1.1 Firm Price**

In consideration of the Contractor satisfactorily completing all of its obligations under the contract, the Contractor will be paid the firm price stipulated in the call-up, calculated in accordance with **Annex B**,

**Basis of Payment.** Customs Duty are included, if applicable and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

#### 7.5.1.2 Ceiling Price

The Contractor will be paid its costs reasonably and properly incurred in the performance of the Work under the call-up, to the ceiling price specified in the call-up, which will be established in accordance with **Annex B, Basis of Payment**. Customs Duty are included, if applicable and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

The ceiling price is subject to downward adjustment so as not to exceed the actual charges and costs reasonably incurred in the performance of the Work and computed in accordance with the Basis of Payment specified in the call-up.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

#### 7.5.1.3 Limitation of Expenditure (Recommended)

1. The Contractor will be paid for Work performed pursuant to each approved call-up, in accordance with **Annex B, Basis of Payment**. Canada's total liability to the Contractor under the Call-up must not exceed the Total Price specified in the Call-up.
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% committed, or
  - b. four months before the contract expiry date, or
  - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

#### 7.5.3 Method of Payment

##### **Option 1: Single Payment** (For All Basis of Payments)

Canada will pay the Contractor upon completion and delivery of the Work 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 delivered has been accepted by Canada.

**Option 2: Monthly Payments** (For Ceiling Price or Limitation of Expenditures)

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

**Option 3: Milestone Payments** (For Firm Price Basis of Payment)

Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Contract and the payment provisions of the Contract if:

- a) an accurate and complete claim for payment using [PWGSC-TPSGC 1111](#), Claim for Progress Payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b) all the certificates appearing on form [PWGSC-TPSGC 1111](#) have been signed by the respective authorized representatives;
- c) all work associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada.

**7.5.4 SACC Manual Clauses related to Payment**

SACC Manual Clause A9117C (2007-11-30), T1204 - Direct Request by Customer Department  
SACC Manual Clause C2000C (2007-11-30), Taxes - Foreign-based Contractor

**7.5.5 Electronic Payment of Invoices – Call-up**

**To be completed at issuance of Standing Offer:**

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a) Visa Acquisition Card;
- b) MasterCard Acquisition Card;
- c) Direct Deposit (Domestic and International);
- d) Electronic Data Interchange (EDI);
- e) Wire Transfer (International Only);
- f) Large Value Transfer System (LVTS) (Over \$25M)

## 7.6 Invoicing Instructions

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

Each invoice must include the Call-up number and the Standing Offer number, and be supported by:

- a) a copy of time sheets to support the time claimed;
  - b) a copy of the release document and any other documents as specified in the Contract; and
  - c) a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses.
2. Invoices must be distributed as follows:
    - a) the original and one copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

## 7.7 Insurance

SACC Manual clause [G1005C](#) (2016-01-28) Insurance

## 7.8 Additional SACC Manual Clauses

SACC Manual Clause C0305C (2014-06-26), Cost Submission  
SACC Manual Clause A9062C (2011-05-16), Canadian Force Site Regulations  
SACC Manual Clause C0711C (2008-05-12), Time Verification  
SACC Manual Clause A9068C (2010-01-11) Government Site Regulations  
SACC Manual Clause A2001C (2006-06-16), Foreign Nationals (Foreign Contractor)  
SACC Manual Clause A2000C (2006-06-16), Foreign Nationals (Canadian Contractor)  
SACC Manual Clause C0705C (2010-01-11), Discretionary Audit

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**ANNEX A**

**STATEMENT OF WORK**

(SEE ATTACHED PDF)

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**ANNEX B**

**BASIS OF PAYMENT**

(SEE ATTACHED PDF)

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## **ANNEX C**

### **SECURITY REQUIREMENTS CHECK LIST**

(SEE ATTACHED PDF)

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---

**ANNEX D**

**QUARTERLY STANDING OFFER BUSINESS VOLUME REPORT**

(SEE ATTACHED PDF)

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**ANNEX E**

**OFFEROR GEOGRAPHIC LOCATIONS AND LANGUAGE CAPABILITIES TABLE**  
(SEE ATTACHED PDF)

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**Annex A**

**Statement of Work**

**Investigative Services**

**Harassment Complaints**  
**Disclosures of Wrongdoing**  
**Work place Violence**

## 1 BACKGROUND

The purpose of this National Master Standing Offer (NMSO) is to assist various Identified Users authorized to use the NMSO to fulfill their individual requirements for workplace investigative services relating to complaints of harassment under the Treasury Board Policy on Harassment Prevention and Resolution, disclosures of wrongdoing under the Public Servants Disclosure Protection Act and incidents of work place violence under Part XX of the Canadian Occupational Health and Safety Regulations. The services will be provided on an "as and when requested" basis, at various locations across Canada. The services must be delivered in either English or French (official languages of Canada) as requested by the Project Authority and by the individual being interviewed.

## 2 REQUIREMENT

### 2.1 Process

- 2.1.1 The performance of all work for this Standing Offer must be conducted in accordance with all applicable legislation, regulations, policies and guidelines, including:
- a) For harassment complaint investigations, the process is described in the Treasury Board [Policy on Harassment Prevention and Resolution](#), the [Directive on the Harassment Complaint Process](#), the [Investigation Guide for the Policy and the Directive](#) and the [Guide on Applying the Harassment Complaint Process](#). Additional information is also available on the Treasury Board Secretariat [website](#).
  - b) For disclosures of wrongdoing, the process is described in the [Public Servants Disclosure Protection Act](#), the Treasury Board Secretariat [Guide to determining protected disclosures under the PSDPA](#), [Information on handling sensitive information](#), and [conducting internal investigations of disclosures received under the PSDPA](#). Additional information is also available on the Treasury Board Secretariat [website](#).
  - c) For health and safety investigations, the overview is provided in the TB [Policy on Occupational Health and Safety, Canada Occupational Health and Safety Regulations](#) specifically [Part XX – Violence Prevention in the Work Place](#) and [Part XV - Hazardous Occurrence Investigation, Recording and Reporting](#).
  - d) The [Access to Information Act](#), the [Privacy Act](#) and Treasury Board [policies pertaining to these Acts](#), the [Official Languages Act](#), the [Values and Ethics Code for the Public Sector](#), the [Canadian Human Rights Act](#) and the [Criminal Code](#).

## **2.2 Terminology**

2.2.1 For the following elements, refer to the definition in the Standing Offer and Contract Resulting Clauses

- a) Identified User,
- b) Project Authority, and
- c) Offeror.

2.2.2 The following elements are defined as follows:

- a) Parties:
  - i) for the purpose of harassment complaints and incidents of work place violence, the complainant and the respondent;
  - ii) for the purpose of disclosures of wrongdoing, the individual making the disclosure and the respondent where identified;
- b) Witnesses: individuals believed to have witnessed the alleged incidents or those who may be aware of other information directly related to the allegations.

## **2.3 Tasks**

2.3.1 The Project Authority is responsible to:

- a) Provide the Offeror with a clear, written investigation mandate, which includes as a minimum the following:
  - i) The purpose of the investigation;
  - ii) The statement of allegations or nature of the incident;
  - iii) The scope of the investigation;
  - iv) A clear delineation of roles and responsibilities vis-à-vis the departmental representatives;
  - v) The investigation process;
  - vi) The reporting requirements;
  - vii) Relevant documentation;
  - viii) Confidentiality and disclosure requirements;
  - ix) Requirements with respect to documents collected or created by the investigators in relation to the investigation;
  - x) The informal resolution process;

- xi) The location where the work must be conducted; and
  - xii) The expected timeframe.
- b) Provide the Offeror with a copy of the completed Feedback Questionnaire for his comments. A copy of the completed questionnaire, including the Offeror's response (if applicable) must be provided by the Project Authority to the Office of the Chief Human Resources Officer, Treasury Board Secretariat, for monitoring purposes.
- 2.3.2 The Offeror must provide the service as applicable and complete the following tasks as requested by the Project Authority:
- a) Review the investigation mandate and seek clarification if required;
  - b) Review the written allegations and seek clarification if required;
  - c) Review the legislation, policies and relevant jurisprudence, as applicable;
  - d) Develop an investigation plan and provide a copy to the Project Authority prior to beginning the interviews with the parties and witnesses. As a minimum, the plan should include the name of the parties and witnesses that may be interviewed, any documentary evidence that may be examined, and timelines;
  - e) Meet the parties and witnesses as identified throughout the investigation process, in the official language of their choice and during their working hours, unless circumstances dictate otherwise;
  - f) Ensure that the parties and witnesses are aware of their rights and responsibilities, including the right to be accompanied and assisted by a person of their choice;
  - g) Record the parties' and witnesses' statements, provide them with an opportunity to review their statements and have them date and sign their statements;
  - h) Collect and synthesize the information obtained through research, which includes a review of the pertinent documentation and interviews with parties and witnesses;
  - i) Prepare the preliminary summary of facts, subject to the requirements of the Access to Information and Privacy Acts, and submit it to the Project Authority for onward submission and review by the parties;
  - j) Assess whether further investigations are warranted;
  - k) Conduct a thorough analysis of the facts; present logical, substantiated conclusions; and produce a clear and concise final written report with findings;
  - l) Provide the Project Authority with regular progress reports on the investigation as stipulated in the call-up document;

- 
- m) Initiate and complete the investigation within the timeframe requested by the Project Authority;
  - n) Document the information collected and received during the course of the investigation;
  - o) Present the final written report to the Project Authority in the official language of choice requested by the Project Authority, and provide a briefing to the Project Authority as required;
  - p) Submit the investigation file to the Project Authority;
  - q) Conduct investigations in a manner that demonstrates: impartiality and fairness; thoroughness; tolerance for stress; tact, utmost discretion and confidentiality, judgment; respect and professionalism;
  - r) Protect and maintain the confidentiality of the parties and witnesses involved in investigations as required by the *Public Servants Disclosure Protection Act*, the *Canadian Occupational Health and Safety Regulations*, Part XX and *Access to Information and Privacy Acts*;
  - s) Adhere to the principles of procedural fairness and natural justice;
  - t) Inform the Project Authority, without delay, if the parties are interested in resolving the dispute informally at any time in the process. The Offeror is not to provide informal conflict management services such as mediation or conflict coaching; and
  - u) Any variations from the above must be specified by the Project Authority in the call-up document.
  - v) Sign, comment (as applicable) and return the completed Feedback Questionnaire to the Project Authority.

### **3 PERFORMANCE OF THE WORK AT A GOVERNMENT SITE**

- 3.1.1 Identified Users have the option of providing the Offeror who is issued a call-up the option of performing the work at the Identified User's site, using government Information Technology Systems. This option is to be used at the discretion of the Identified User.
- 3.1.2 If the Offeror is performing work on-site, the Identified User will provide the following: office space, general purpose office furniture and electronic data processing equipment such as a CPU, a keyboard and monitor.
- 3.1.3 The Offeror's performance of on-site work is subject to the limitations of the government site where work is being performed, such as office hours and any other regulations, instructions and directives.

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3.1.4 The Offeror must take into account the organizational culture or context.

**ANNEX B**

**BASIS OF PAYMENT**

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

**1.0 Professional Fees**

The Contractor will be paid firm all-inclusive daily rates as follows:

<b>Professional fees</b>					
<b>Name of resource</b>	<b>Firm all-inclusive daily rates (CAN\$)</b>				
	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
	Date of issuance to 31 July 2019	01 Aug 2019 to 31 July 2020	01 Aug 2020 to 31 July 2021	01 Aug 2021 to 31 July 2022	01 Aug 2022 to 31 July 2023

For the purpose of this Contract, a day is defined as 7.5 hours of work, exclusive of meal breaks. Payment will be made for days actually worked, with no provision for annual leave, statutory holidays and sick leave. If time worked is more or less than a day, the firm all-inclusive daily rate must be prorated to reflect the actual time worked.

**2.0 Cost Reimbursable Expenses**

**2.1 Authorized travel**

For the requirements relative to travel described in the **Annex A, Statement of Work**, the Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and administrative overhead, in accordance with the meal and private vehicle expenses provided in Appendices B, C and D of the [National Joint Council Travel Directive](#); and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

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

The authorized travel and living expenses will be paid upon submission of an itemized statement supported by receipt vouchers. All payments are subject to government audit.

Canada will not accept any travel and living expenses for:

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- a. Work performed within the National Capital Region (NCR). The NCR is defined in the National Capital Act, R.S.C. 1985, c. N-4, S.2. The National Capital Act is available on the Justice Website: <http://laws.justice.gc.ca/eng/acts/N-4/> ;
- b. Any travel between the Contractor's place of business and the NCR; and
- c. Any relocation of resources required to satisfy the terms of the Contract.

These expenses are included in the firm all-inclusive daily rates specified in section 1.0 above.

**ANNEX C**

**SECURITY REQUIREMENTS CHECK LIST**



Government of Canada / Gouvernement du Canada

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Security Classification / Classification de sécurité UNCLASSIFIED

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

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine Public Works and Government Services Canada	2. Branch or Directorate / Direction générale ou Direction STAMS	
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail Investigative Services (Harassment etc)		
5. a) Will the supplier require access to Controlled Goods? / Le fournisseur aura-t-il accès à des marchandises contrôlées? <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui		
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? / Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques? <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui		
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? / Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) / (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c) <input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui		
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. / Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé. <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui		
6. c) Is this a commercial courier or delivery requirement with no overnight storage? / S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit? <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui		
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions / Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable / À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:
7. c) Level of Information / Niveau d'information		
PROTECTED A / PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET <input type="checkbox"/>
TOP SECRET <input type="checkbox"/>		TOP SECRET <input type="checkbox"/>
TRÈS SECRET <input type="checkbox"/>		TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) <input type="checkbox"/>
TRÈS SECRET (SIGINT) <input type="checkbox"/>		TRÈS SECRET (SIGINT) <input type="checkbox"/>

*Officer  
1304 2017*



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

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

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

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

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

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

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

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

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

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

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

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

**PRODUCTION**

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

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

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

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

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

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

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

SUMMARY CHART / TABLEAU RÉCAPITULATIF

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

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  
 La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".  
 Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?  
 La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).  
 Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

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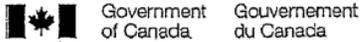
Security Classification / Classification de sécurité UNCLASSIFIED
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PART D - AUTHORIZATION / PARTIE D - AUTORISATION			
<b>13. Organization Project Authority / Chargé de projet de l'organisme</b>			
Name (print) - Nom (en lettres moulées) Rocque, Anne-Elise	Title - Titre Contracting Officer	Signature <i>Anne-Elise Rocque</i>	
Telephone No. - N° de téléphone 873-469-3947	Facsimile No. - N° de télécopieur 819-956-2675	E-mail address - Adresse courriel anne-elise.rocque@tpsgc-pwgsc.gc.ca	Date 2017/09/28
<b>14. Organization Security Authority / Responsable de la sécurité de l'organisme</b>			
Name (print) - Nom (en lettres moulées) Dagenais, Chantal	Title - Titre SO	Signature <i>Chantal Dagenais</i>	
Telephone No. - N° de téléphone 819-956-7726	Facsimile No. - N° de télécopieur 819-934-1449	E-mail address - Adresse courriel chantal.dagenais@pwgsc.gc.ca	Date 02/18/2017
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			<input type="checkbox"/> No / <input type="checkbox"/> Oui
<b>16. Procurement Officer / Agent d'approvisionnement</b>			
Name (print) - Nom (en lettres moulées) ROXANE BAKER	Title - Titre Supply specialist	Signature <i>Roxane Baker</i>	
Telephone No. - N° de téléphone 873-469-4960	Facsimile No. - N° de télécopieur 819-956-2675	E-mail address - Adresse courriel roxane.baker@tpsgc-pwgsc.gc.ca	Date 16/10/2017
<b>17. Contracting Security Authority / Autorité contractante en matière de sécurité</b>			
Name (print) - Nom (en lettres moulées) Linda Dube	Title - Titre Contract Security Officer	Signature <i>Linda Dube</i>	
Telephone No. - N° de téléphone 613-957-9337	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel Linda.Dube@tpsgc-pwgsc.gc.ca	Date 11/13/17

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité UNCLASSIFIED
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Canada

**Annex D - Quarterly Standing Offer Business Volume Report**



**Investigative Services (Harassment, Wrongdoing, Violence)**

Reporting Period		Total Utilization Value for the Period:				
		\$0.00				
SO Number						
New Activity						
Call-up or Amendment	Call-up No	Amendment No	Call-up/Amendment Issuance Date (DD-MM-YYYY)	Call-up Start Date (DD-MM-YYYY)	Call-up End Date (DD-MM-YYYY)	Client Department
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Solicitation No. - N° de l'invitation  
 E60ZG-180493/A  
 Client Ref. No. - N° de réf. du client  
 E60ZG-180493

Amd. No. - N° de la modif.  
 File No. - N° du dossier  
 424zg.E60ZG-180493

Buyer ID - Id de l'acheteur  
 424zg  
 CCC No./N° CCC - FMS N° VME

	Contact Name	Contact Email Address	Delivery Location	Total Call-up/Amendment Value	Classification/Category/Stream	Comments
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Buyer ID - Id de l'acheteur  
424zg  
CCC No./N° CCC - FMS No./N° VME

## ANNEX E

### OFFEROR GEOGRAPHIC LOCATIONS AND LANGUAGE CAPABILITIES TABLE

**Will be included in the Standing Offer.**

Name of proposed resource(s)	Identify Language(s) in which the proposed resource can provide the services	List all Canadian city(ies) where the proposed resource would be prepared to work without being reimbursed for Travel & Living expenses