

ANNEX A STATEMENT OF WORK

TITLE

Civilian Review and Complaints Commission for the Royal Canadian Mounted Police (CRCC) Investigation and Review Services – Senior Investigator.

BACKGROUND

The Civilian Review and Complaints Commission for the RCMP (CRCC) is an agency of the federal government, distinct and independent of the RCMP. Its goal is to enhance RCMP accountability by providing civilian review of complaints relating to RCMP activities and member conduct.

When reviewing complaints about the RCMP or the conduct of its members, the CRCC does not act as an advocate for either the complainants or the RCMP members. Rather, its role is to inquire into complaints independently and to reach conclusions after an objective examination of the information provided.

Through its investigative and review processes, the CRCC makes recommendations, which are remedial in nature, and intended to improve RCMP policy, procedure, practice, and member conduct.

Vision

Excellence in policing through accountability.

Mission

To enhance the accountability of the RCMP by providing civilian review of RCMP activities and member conduct.

Mandate

As set out in Parts VI and VII of the *Royal Canadian Mounted Police Act*, the mandate of the CRCC is to:

- ✓ receive complaints from the public about the conduct of RCMP members;
- ✓ conduct reviews when complainants are not satisfied with the RCMP's handling of their complaints;
- ✓ initiate complaints and investigations into RCMP conduct when it is in the public interest to do so;
- ✓ review specified activities; and
- ✓ report findings and make recommendations.

The CRCC is committed to creating an increasingly diverse workforce inclusive of Indigenous people, visible minorities, women and persons with disabilities.

PROJECT OBJECTIVE

The CRCC is seeking to acquire, through Contract, the services of an experienced Investigator to perform general investigative work.

The Investigator will review all existing documentation related to the investigation arising out of the complaint, plan the investigation, assess the facts and issues, recommend next steps and carry out the approved investigative steps required to complete the file and write a report for the CRCC.

Knowledge of the Civilian Review and Complaints Commission for the Royal Canadian Mounted Police (CRCC) is required.

The Investigator must demonstrate their understanding of the CRCC's Legislative framework.

Experience engaging Indigenous communities is desirable.

SCOPE OF WORK

The scope of the work required will be to review all the aspects of the investigation, gain an understanding of the state of the file, and properly plan and execute next steps in the investigation. A final investigative report will be produced with findings.

The work entails:

- Planning and conducting investigations into complaints about on-duty conduct of RCMP members, across Canada; and
- Interpreting the *RCMP Act*, R.S.C., 1985, c. R-10, and other applicable legislation, case law, jurisprudence, precedents, previous decisions of CRCC, and recent policy positions, announcements and statements by CRCC senior management.

The Investigator will be required to understand and follow the CRCC's established practices and carry out their activities and work in compliance with those practices. Further direction may be provided by the Project Authority and/or provided through other documentation, guidelines and procedures.

The Investigator must be flexible, willing and available to work full-time and/or part-time as needed and work outside normal business hours, including evenings and weekends.

The Investigator must be willing and available to travel for short and/or long distances within Canada within tight timeframes and short notice.

The Investigator may be exposed to explicit content including graphic evidence and photos.

Following Contract award, the selected Investigator will be required to sign a non-disclosure agreement before documentation is provided.

The Investigator will be expected to carry out the investigations while respecting the general tenants of:

Timeliness;
Objectivity;
Administrative fairness and natural justice;
Good judgement;
Accuracy;
Impartiality;
Discretion;
Confidentiality maintained; and
Protection of sensitive information.

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

- ✓ Participation in any judicial proceedings that may occur as a result of these activities (judicial review; application to Tribunal); and in that event,
- ✓ Additional senior management briefing, if requested.

Senior Investigator Profile – Qualifications

Education

The Investigator must have successful completion of high school or a post-secondary degree or diploma.

Experience

The Investigator shall have:

- At least nine (9) years' experience related directly to field investigations in the areas of criminal justice, public safety, defence, and/or police conduct, police review or law enforcement;
- Experience dealing with or working at law enforcement agency;
- Experience planning and managing complex investigations;
- Experience with Criminal Law;
- Experience with the tenets of administrative law, including procedural fairness;
- Experience with Management for large cases;
- Experience in writing and preparing comprehensive and detailed investigative reports with findings;
- Experience in writing other documents such as analytical reports, correspondence, briefing notes and questions and answers on complex and sensitive issues for the purpose of providing advice and recommendations to senior managers;
- Experience conducting interviews;
- Experience in conflict resolution is an asset;
- Experience conducting investigations for a police review is an asset; and
- Professional Standards or Internal Affairs experience is an asset.

Knowledge, abilities and skills

The Investigator shall have the following:

- Knowledge of current investigation standards, techniques and practices;
- Knowledge of the legislation and policies that govern the CRCC;
- Knowledge of the CRCC and its mandate;
- Knowledge of the *RCMP Act*, including Part VI and VII;
- Knowledge of the RCMP mandate, structure, operations, policy and procedures;
- Knowledge of police oversight and law enforcement accountability issues in Canada;
- Knowledge of the techniques and practices of policing operations and policy;
- Knowledge of the *Canadian Charter of Rights and Freedoms*;
- Knowledge of the *Criminal Code* of Canada;
- Ability to plan and manage complex investigations;
- Ability to analyze and synthesize information;
- Ability to work under pressure and conduct an investigation within relatively tight time frames;
- Ability to communicate effectively orally;
- Ability to communicate effectively in writing and to write meaningful, factual, accurate and comprehensive summary and final investigation reports based on a detailed assessment of the information gathered through interviews conducted and evidence examined;
- Effective interpersonal relationship skills;
- Sensitivity, tact and diplomacy;
- Discretion and ability to deal with information discreetly;
- Accuracy and attention to detail;
- Impartial and non-biased;
- Good judgement;
- Dependability and integrity.

PRIOR TO CONTRACT AWARD

Prior to Contract award, the Project Authority may interview the potential Investigator. At this meeting the Project Authority will determine if the proposed resource meets the requirement for an Investigator, as outlined in Annex A – Statement of Work and Attachment 1 to Annex A – Evaluation Criteria.

COMMUNICATION

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

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

DELIVERABLES

All deliverables and services rendered under the Contract are subject to inspection by the CRCC Project Authority or a designated representative. Should any deliverable not be to the satisfaction of the CRCC Project Authority, as submitted, the CRCC Project Authority reserves the right to reject it or require correction before proceeding to the next phase of the project and/or before payment will be authorized to the Contractor and its Investigator by the CRCC Project Authority. Efficient time management is of utmost importance to the CRCC. The Investigator shall deliver the services and deliverables by the deadlines established and agreed to by the CRCC Project Authority and the Investigator.

The Investigator shall provide timely submission of all deliverables and fulfilment of obligations to meet the requirements and service needs specified within the Contract. All identified service standards shall be adhered to by the Investigator. Any changes to identified service standards must be approved by the CRCC Project Authority.

Deliverables may include the following, as per the direction of the Project Authority:

- Participate in case review and strategy meeting with CRCC management;
- Support the CRCC's exercise of powers during the investigation;
- Draft of Investigation Plan (including detailed interview and witness plans);
- Draft of proposed budget (to allow Project Authority to assess financial commitment required);
- Conduct investigation work as outlined in the approved Investigation Plan;
- Review documents;
- Review, examine and analyze evidence;
- Prepare detailed interview questions/plans for approval by the Project Authority;
- Meet with and interview the complainant, witnesses related to the complaint, and RCMP officials up to the senior levels;
- Call upon and work with other professionals and/or subject matter experts;
- Prepare detailed interview summaries;
- Consult with CRCC officials to discuss and review legal issues and to advise them of developments or events with respect to investigations;
- Participate in case review and strategy meeting with CRCC management;

- Gather, analyze and store the data, information and evidence, in a confidential and protected manner;
- Collaborate and consult with CRCC officials to discuss and review legal issues, to advise them of developments or events with respect to investigations, to share expertise and experience;
- Maintain evidence and protect confidentiality records;
- Provide other related Investigations Services;
- Provide regular progress/status reports;
- Draft investigation report (as per template/format provided by the CRCC); and
- Return disclosure materials and working papers to the CRCC.

Possible Post-Investigation Activities

- Participation in any judicial or tribunal proceedings (if required);
- In that event, additional senior management briefing, if requested; and
- Additional Investigation support services.

Notes:

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

WORK SCHEDULE

The Investigator should be available to begin offering service at Contract award.

Work Hours

For the purposes of this Contract, “working day” is defined as 7.5 hours exclusive of meal breaks. Payment will be for days actually worked with no provision for annual leave, statutory holidays and sick leave. Time worked that is more or less than a day will be prorated to reflect actual time worked.

MANAGEMENT OF THE PROJECT

The Investigator will report as instructed by the CRCC when a Contract is awarded. Contract delivery of service to the CRCC in relation to any resulting Contract shall be undertaken in accordance with all applicable Acts, Codes, CRCC and/or federal government regulations, policies and procedures.

All work shall be undertaken in a methodologically sound professional manner, respecting confidentiality and sensitivity of issues.

The conduct of any investigation and services shall be performed in a fair and impartial manner. The Contractor and its Investigator declare that neither has a pecuniary interest in the business of any third party that would cause a conflict of interest or seem to cause a conflict of interest in carrying out the work. Should such an interest be acquired during the life of the Contract issued to the Contractor thereunder, the Contractor and its Investigator shall declare it immediately to the CRCC Project Authority.

All investigations shall be carried out in accordance with the CRCC's methodology and procedures. A copy, along with the CRCC's required Investigation Report format, will be provided to the Contractor after Award as required.

The Project Authority will accept draft plans and reports related to the investigation in electronic copy.

All proposed amendments to a Contract must include a detailed explanation as to why the amendment is required, as well as a detailed work plan and detailed revised budget (if affected). Any changes to the work plan will be subject to CRCC approval.

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

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

ACCEPTABILITY OF RESOURCES

As required and as specified in the Contract, the Contractor shall provide the services of a qualified Investigator, meeting or exceeding the qualifications identified in Annex A – Statement of Work and Attachment 1 to Annex A – Evaluation Criteria. The Contractor shall provide the services of an Investigator named under the Contract to perform the work, unless the Contractor is unable to do so for reasons beyond its control. Should the Contractor at any time be unable to provide the services of its Investigator named in the Contractor's Proposal, as accepted by the CRCC, the Contractor shall provide the replacement resource at the same cost who shall be of similar or greater ability and attainment, and whom shall be acceptable to the CRCC Project Authority. Where replacement may need to occur after the work has commenced on the Contract, the Contractor and its Investigator shall transfer all knowledge to the replacement resource with respect to the requirement to ensure continuity of services to the CRCC. Knowledge transfer among resources shall be at no cost to the CRCC.

Under no circumstance shall the Contractor allow the performance of services by a replacement Investigator that has not been authorized by the CRCC Project Authority.

The CRCC reserves the right, at its sole discretion, to direct the Contractor to undertake replacement of its Investigator, during the completion of any Contract, based, in CRCC's exclusive discretion, on the suitability of the resource for the particular requirement.

Failure on the part of the Contractor to meet these standards may result in the CRCC requiring the Contractor to undertake an Investigator replacement, that is satisfactory to the CRCC, and/or to re-direct the Contract to another qualified Contractor.

GOVERNMENT-PROVIDED SUPPORT

At the outset of the Contract, the CRCC Project Authority will provide relevant background information, documents and access to data and some investigative equipment (e.g. secure storage device). Every attempt will be made throughout the course of the Contract to provide additional information requested by the Investigator, if deemed relevant to the project. In addition, the CRCC Project Authority will be available to respond to inquiries from the Investigator. The Investigator will be provided with access to the CRCC Project Authority and staff as required and deemed necessary by the Project Authority and to necessary documents. CRCC internal resources and Subject Matter Experts will be available as required and deemed necessary by the Project Authority.

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

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

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

WORK LOCATION

The Investigator may work on site or off site, as required. The Investigator will, regardless of work location, be expected to attend meetings, consult and review documentation with the CRCC staff as required. The CRCC Project Authority will work with the Investigator to arrange suitable facilities when necessary.

Meetings with CRCC staff may be required on site at the CRCC office in Ottawa or designated regional office. Canada will not reimburse any travel-related expenses incurred to attend such meetings, or to perform any work in their respective region of delivery (e.g. Contractors in Ottawa would not get paid for travel within the National Capital Region of Canada). All travel outside the Investigator's normal place of business will be reimbursed in accordance with Treasury Board policies and allowances.

TRAVEL

Travel may be required for the Contract.

All travel expenses must be approved by the CRCC Project Authority in writing prior to them being incurred by the Investigator. Failure to do so may result in the Investigator not being reimbursed for the expenses claimed.

All approved travel outside the Investigator's normal place of business will be reimbursed in accordance with Treasury Board policies and allowances.

All expenses must be supported by original receipts.

RISKS AND CONSTRAINTS

Due to the nature of the work, the Contractor and its Investigator may be subject to legal risks such as being subpoenaed to testify in court for civil claim or may be potentially sued. The Investigator may need to deal with a variety of sensitive investigations including contact with persons residing within federal institutions.

The scope of risks to be encountered in any resulting Contract is difficult to predetermine. They may include, but are not limited to: legal hazard, or threat to the health, safety and welfare of the Contractor and its Investigator. It is the Contractor's and its Investigator's responsibility to consider the probability of these and

other risks occurring, the possible extent of their impact, and the consequences for both the Contractor and its Investigator should these risks occur. Risks of damage to persons or personal property may occur.

The Contractor and its Investigator may be exposed to explicit content, including graphic evidence and photos.

The CRCC is not responsible to recompense for personal or property injury to the Contractor or its Investigator, while acting in an official capacity, throughout the duration of the approved Contract.

LANGUAGE OF WORK

The Investigator must have the ability to conduct interviews in English.

CONFLICT OF INTEREST

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

CONFIDENTIAL INFORMATION

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

SECURITY REQUIREMENTS

The Investigator must hold a valid security clearance at the level of Enhanced Reliability and meet the security requirements specified in the Security Requirements Checklist (SRCL).