



## RETURN OFFERS TO: RETOURNER LES OFFRES À :

Department of Justice Canada  
Finance and Planning Branch  
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Ministère de la Justice Canada  
Direction générale des finances et de la planification  
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## REQUEST FOR STANDING OFFER (RFSO) DEMANDE D'OFFRE À COMMANDES (DOC)

### Comments - Commentaires

This document contains a security requirement.  
Ce document contient une exigence de sécurité

### Offer To: Department of Justice Canada

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

On behalf of the offeror, by signing below, I confirm that I have read the entire request for standing offer (RFSO) including the documents incorporated by reference into the RFSO and I certify that:

1. The offeror considers itself and its products able to meet all the mandatory requirements described in the RFSO;
2. This offer is valid for the period requested in the RFSO;
3. All the information provided in the offer is complete, true and accurate; and
4. If the offeror is awarded a standing offer, it will accept all the terms and conditions set out in the resulting contract clauses included in the RFSO.

### L'offre au : Ministère de la Justice Canada

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexées, au(x) prix indiqué(s).

En apposant ma signature ci-après, j'atteste, au nom de l'offrant, que j'ai lu la demande d'offre à commandes (DOC) en entier, y compris les documents incorporés par renvoi dans la DOC et que :

1. l'offrant considère qu'il a les compétences et que ses produits sont en mesure de satisfaire les exigences obligatoires décrites dans la DOC;
2. cette offre est valide pour la période exigée dans la DOC;
3. tous les renseignements figurant dans l'offre sont complets, véridiques et exacts; et
4. si une offre à commande est attribuée à l'offrant, ce dernier se conformera à toutes les modalités énoncées dans les clauses concernant le contrat subséquent et comprises dans la DOC.

<b>Title – Sujet</b>	
Investigation and Information Technology (IT) Forensic Services for the Department of Justice Canada (JUS)	
<b>Solicitation No. – N° de l'invitation</b>	<b>Date</b>
JUS-RFSO-INVSV-2018-001/001	January 25, 2019
<b>Client Reference No. – N° référence du client</b>	
<b>GETS Reference No. – N° de référence de SEAG</b>	
<b>Solicitation Closes L'invitation prend fin</b>	<b>Time Zone Fuseau horaire</b>
<b>at – à</b> 02 :00 PM – 14h00	Eastern Standard Time (EST) Heure Normale de l'Est (HNE)
<b>on – le</b> February 15, 2019	
<b>F.O.B. - F.A.B.</b>	
<b>Plant-Usine:</b> <input type="checkbox"/>	<b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>
<b>Address inquiries to – Adresser toute demande de renseignements à :</b>	
Kayla Pordonick	
<b>Area code and Telephone No. Code régional et N° de téléphone</b>	<b>Facsimile No. / e-mail N° de télécopieur / courriel</b>
N/A	<a href="mailto:Kayla.Pordonick@justice.gc.ca">Kayla.Pordonick@justice.gc.ca</a>
<b>Destination – of Goods, Services, and Construction: Destination – des biens, services et construction</b>	
National Capital Region	

**Instructions:** See Herein

**Instructions :** Voir aux présentes

<b>Delivery required -Livraison exigée</b>	<b>Delivery offered -Livraison proposée</b>
See Herein – Voir aux présentes	
<b>Jurisdiction of Contract:</b> Province in Canada the bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)	
<b>Compétence du contrat :</b> Province du Canada choisie par le soumissionnaire et qui aura les compétences sur tout contrat subséquent (si différente de celle précisée dans la demande)	
<b>Vendor/firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b>	
<b>e-mail - courriel</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur ( taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>



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**This request for standing offers (RFSO) cancels and supersedes previous RFSO number JUS-RFSO-INVSV-2018-001 dated October 19, 2018 with a closing of 2:00PM on November 29, 2018.**

## **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), the Service Request Form, the Non-Disclosure Agreement, and the Integrity Regime Verification Form.

### **1.2 Summary**

- 1.2.1 The Department of Justice Canada (JUS) requires the services of a Contractor on an “as and when requested basis” throughout JUS’s Regions and National Headquarters in accordance with the terms set forth in this Statement of Work to conduct:
  - a. Workplace security investigations without computer or digital forensics component;
  - b. Administrative security screening reviews for cause without computer or digital forensics component;
  - c. Workplace security investigations with computer or digital forensics component; or
  - d. Administrative security screening reviews for cause with computer or digital forensics component.

The work is time sensitive, requires a high level of confidentiality, integrity and attention to detail. It is anticipated that the majority of the investigations will require work to take place solely at JUS National Headquarters, for which travel expenses will not be reimbursed, if they are required. If an investigation takes place in a Regional Office and travel by the Senior Investigator(s) is required, it must be authorized in advance by the Project Authority and will be reimbursed upon submission of receipts with the invoice, up to the amount specified in the call-up.

The period of the Standing Offer is from date of standing offer award to March 31, 2020, with the option to extend the standing offer by three (3) additional periods of one (1) year each.

- 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), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA).



### **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 fifteen (15) working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.



## 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](#) (2018-05-22) 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: 180 days

### 2.2 Submission of Offers

Offers must be submitted by email to the Contracting Authority ([Kayla.Pordonick@justice.gc.ca](mailto:Kayla.Pordonick@justice.gc.ca)) by the date and time indicated on page 1 of the Request for Standing Offers.

Offerors must submit Page 1 of this Request for Standing Offers, duly completed and signed and dated by a person authorized to sign on behalf of the Offeror (Vendor/firm).

Due to the nature of the Request for Standing Offers, offers transmitted by facsimile or submitted in person will not be accepted.

### 2.3 Former Public Servant

Please see article 5.2.5 of Part 5 – Certifications and Additional Information.

### 2.4 Enquiries - Request for Standing Offers

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

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the 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 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 (Step 1)**

Please see Attachment 1 to Part 4 – Technical Criteria

##### **4.1.1.2 Point Rated Technical Criteria (Step 2)**

Please see Attachment 1 to Part 4 – Technical Criteria

#### **4.1.2 Financial Evaluation (Step 3)**

Please see Attachment 2 to Part 4: Financial Evaluation - Pricing Schedule.

Only compliant offers meeting all of the requirements detailed in Step 1 and Step 2 will be considered at this point.

For bid evaluation and Offeror(s) selection purposes only, the evaluated price of a bid will be determined in accordance with Attachment 2 to Part 4: Financial Evaluation - Pricing Schedule.

Should there be an error in the extended pricing of the Offeror's bid, the rates shall prevail and the extended pricing shall be correct in the evaluation. Any error in the Offer's financial offer shall be changed to reflect what is stated in the Request for Standing Offer (RFSO).

Failure or refusal to provide a price or rate for any item in Attachment 2 to Part 4 : Financial Evaluation - Pricing Schedule shall be considered as failing to meet a mandatory requirement of the RFSO and therefore, the Offeror's bid shall be given no further consideration. Should an item within the Pricing Schedule provided have no charge associated with it, the Offeror must indicate "NO CHARGE" and not leave the space blank.

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

### **4.2 Basis of Selection**

#### **4.2.1. Basis of Selection – Highest Combined Rating of Technical Merit [75%] and Price [25%]**

4.2.1.1 To be declared responsive, an offer must:

- (a) comply with all the requirements of the solicitation;
- (b) meet all the mandatory evaluation criteria; and
- (c) obtain the required minimum number of points specified in Attachment 1 to Part 4 for the point rated technical criteria.

4.2.1.2 Offers not meeting 4.2.1.1 (a) or (b) or (c) will be declared non-responsive. Neither the responsive offer obtaining the highest number of points nor the one with the lowest evaluated price will necessarily be accepted.

4.2.1.3 The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 75% for the technical merit and 25% for the price.

4.2.1.4 To establish the technical merit score, the overall technical score for each responsive offer will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 75%.

4.2.1.5 To establish the pricing score, each responsive offer will be prorated against the lowest evaluated price and the ratio of 25%.



- 4.2.1.6 For each responsive offer, the technical merit score and the pricing score will be added to determine its combined rating.
- 4.2.1.7 The responsive offers will be ranked in descending order of combined rating of technical merit and price; the responsive offer with the highest combined rating of technical merit and price being ranked first. Of the highest ranked responsive offers in descending order of combined rating of technical merit and price, up to three (3) will be recommended for award of a standing offer. In the event two or more responsive offers have the same highest combined rating of technical merit and price, these offers will be ranked in ascending order of evaluated prices; the responsive offer with the lowest evaluated price being ranked the highest.
- 4.2.1.8 The table below illustrates an example where all three offers are responsive and the selection of the ranking of offerors is determined by a 75/25 ratio of the technical merit and price, respectively.

<b>Basis of Selection - Highest Combined Rating of Technical Merit (75%) and Price (25%)</b>			
	<b>Offeror 1</b>	<b>Offeror 2</b>	<b>Offeror 3</b>
<b>Overall Score for All the Point Rated Technical Criteria</b>	120/135	98/135	82/135
<b>Offer Evaluated Price</b>	C\$60,000	C\$55,000	C\$50,000
<b>Calculations</b>	<b>Technical Merit Score</b>	<b>Pricing Score</b>	<b>Combined Rating</b>
<b>Offeror 1</b>	$120/135 \times 75 = 66.67$	$50/60 \times 25 = 20.83$	<b>87.50 (1<sup>st</sup>)</b>
<b>Offeror 2</b>	$98/135 \times 75 = 54.44$	$50/55 \times 25 = 22.73$	77.17 (2 <sup>nd</sup> )
<b>Offeror 3</b>	$82/135 \times 75 = 45.56$	$50/50 \times 25 = 25.00$	70.56 (3 <sup>rd</sup> )



## ATTACHMENT 1 TO PART 4 – TECHNICAL CRITERIA

### **Mandatory Technical Criteria**

The Mandatory Technical Criteria listed below will be evaluated on a pass/fail (i.e. compliant/noncompliant) basis. Offers which fail to meet the Mandatory Requirements will be deemed nonresponsive and given no further consideration.

Offers MUST demonstrate compliance with all of the following Mandatory Technical Criteria and MUST provide the necessary documents or evidence to support compliance.

Offerors are also advised that the month(s) of experience listed for a project or experience whose timeframe overlaps that of another referenced project or experience will only be counted once. For example: Project 1 timeframe is July 2001 to December 2001; Project 2 timeframe is October 2001 to January 2002; the total months of experience for these two projects referenced is seven (7) months.

**Attention Offerors:** Write beside each of the criteria the relevant page number(s) from your proposal which addresses the requirement identified in the criteria.

MANDATORY TECHNICAL CRITERIA – OFFEROR (O)		
No.	Mandatory Technical Criteria	Substantiating Detail/Offer Reference
<b>M1(O)</b>	<p>The Offeror must have experience providing security investigation and computer forensics services to a minimum of three (3) different Government of Canada clients* within the past sixty (60) months from the RFSO closing date.</p> <p>In order to be compliant for M1(O), the Offeror must provide a project reference for each client that includes:</p> <ul style="list-style-type: none"> <li>• The client organization;</li> <li>• The dates/duration of the project;</li> <li>• A description of the activities performed; and</li> <li>• The name, telephone number and email address of the associated Project Authority.</li> </ul> <p>*Government of Canada clients can include Federal government departments/agencies and Crown Corporations  <a href="http://www.canada.gc.ca/depts/major/depindeng.html">http://www.canada.gc.ca/depts/major/depindeng.html</a> and  <a href="http://www.tbs-sct.gc.ca/gov-gouv/rccr/links-liens-eng.asp">http://www.tbs-sct.gc.ca/gov-gouv/rccr/links-liens-eng.asp</a>.</p>	
<b>M2(O)</b>	<p>The Offeror must propose:</p> <ul style="list-style-type: none"> <li>• A minimum of two (2) Senior Investigators; and</li> <li>• A minimum of two (2) Computer Forensics Specialists.</li> </ul> <p>A Curriculum Vitae must be provided for EACH proposed resource and must include the following:</p> <ul style="list-style-type: none"> <li>• The full name of the resource;</li> <li>• The start date and end dates of their experience;</li> <li>• Their language profile; and</li> <li>• The name and contact information of one (1) client reference.</li> </ul>	
<b>M3(O)</b>	<p>The Offeror must demonstrate that a minimum of two (2) proposed Senior Investigators and a minimum of two (2) proposed Computer Forensics Specialists reside within 150 kilometers of the JUS National Headquarters (284 Wellington Street, Ottawa ON).</p> <p>In order to be compliant with M3(O), residential addresses for EACH proposed resource named under this criteria must be provided.</p>	



<b>MANDATORY TECHNICAL CRITERIA – SENIOR INVESTIGATORS (I)</b>		
<b>No.</b>	<b>Mandatory Technical Criteria</b>	<b>Substantiating Detail/Offer Reference</b>
<b>M4(I)</b>	<b>Each proposed Senior Investigator must have one of the following:</b>	
M4.1	A bachelor's degree in the field of Administration, Social Sciences, Criminology or Law and a minimum of five sixty (60) months of investigative experience in the past eighty-four (84) months from the RFSO closing date. OR	
M4.2	A two (2) year college diploma the field of Administration, Social Sciences, Criminology or Law and a minimum of eighty-four (84) months of investigative experience in the past one-hundred-and-twenty (120) months from the RFSO closing date. OR	
M4.3	A minimum of one-hundred-and-twenty (120) months of investigative experience in the past one-hundred-and-fifty-six (156) months from the RFSO closing date.	
<b>M5(I)</b>	<p>Each proposed Senior Investigator must have experience on a minimum of one (1) investigation in either a government security environment or a large corporate security environment*.</p> <p>Government can include:</p> <ul style="list-style-type: none"> <li>• Federal government departments/agencies <a href="http://www.canada.gc.ca/depts/major/depindeng.html">http://www.canada.gc.ca/depts/major/depindeng.html</a> and Crown corporations <a href="http://www.tbs-sct.gc.ca/gov-gouv/rccr/links-liens-eng.asp">http://www.tbs-sct.gc.ca/gov-gouv/rccr/links-liens-eng.asp</a>;</li> <li>• Provincial government, hospitals, universities and colleges; and</li> <li>• Municipal government and school boards.</li> </ul> <p>*Large corporate security environment is defined as: a company that operates in at least three (3) provinces in Canada and has more than two-hundred-and-fifty (250) employees.</p>	
<b>M6(I)</b>	<p>The Offeror must submit an Investigation Report authored by each of the proposed Senior Investigators.</p> <p>Each report can be redacted to protect the client. If providing a report is against confidentiality and puts the Offeror into breach of contract, the Offeror may submit a modified or redacted report which will permit JUS to evaluate the quality of Senior Investigator's report writing and protect any confidentiality or privacy concerns.</p>	
<b>M7(I)</b>	A minimum of two (2) proposed Senior Investigators must have at least one-hundred-and-twenty (120) months' experience in the security investigation field.	
<b>M8(I)</b>	<b>The proposed Senior Investigators collectively must meet the following:</b>	
	<b>NOTE: A proposed Senior Investigator may be named more than once if he or she is able to communicate verbally, in reading and in writing in both Officials Languages at or above the proficiency levels stated in the Statement of Work.</b>	
M8.1	A minimum of two (2) proposed Senior Investigators must be able to communicate verbally, in reading and in writing in English at or above the proficiency levels stated in the Statement of Work. AND	
M8.2	At minimum of two (2) proposed Senior Investigators must be able to communicate verbally, in reading and in writing in French at or above the proficiency levels stated in the Statement of Work. AND	
M8.3	A minimum of two (2) proposed Senior Investigators must be able to communicate verbally, in reading and in writing in both Officials Languages at or above the proficiency levels stated in the Statement of Work.	



<b>MANDATORY TECHNICAL CRITERIA – COMPUTER FORENSICS SPECIALISTS (C)</b>		
<b>No.</b>	<b>Mandatory Technical Criteria</b>	<b>Substantiating Detail/Offer Reference</b>
<b>M9(C)</b>	Each proposed Computer Forensics Specialist must have a minimum of sixty (60) months' of experience within the ninety (90) months from RFSO closing date, in the field of computer forensics, using the preferred primary forensics examination tool identified in the Statement of Work.	
<b>M10(C)</b>	<p>Each proposed Computer Forensics Specialist must hold one (1) of the following:</p> <ul style="list-style-type: none"> <li>• a valid and in good standing GCFA (GIAC Certified Forensic Analyst);</li> <li>• a valid and in good standing GCFE (GIAC Certified Forensic Examiner);</li> <li>• a valid and in good standing CHFI (Computer Hacking Forensic Investigator); or</li> <li>• a valid and in good standing other related certification pertaining to Cybersecurity and/or forensics from a certification body that is:               <ul style="list-style-type: none"> <li>○ established in over (3) three countries or</li> <li>○ from a certification body that is accredited by a recognized accrediting body that is established in over three (3) countries.</li> </ul> </li> </ul> <p>In order to be compliant with M10(C), the Offeror must provide:</p> <ul style="list-style-type: none"> <li>• The certification number;</li> <li>• The expiry date of the certification; and</li> <li>• A copy of the certificate.</li> </ul>	
<b>M11(C)</b>	<p>Each proposed Computer Forensics Specialist must have experience on a minimum of one (1) cybersecurity or forensics project in either a government security environment or a large corporate security environment*.</p> <p>Government can include:</p> <ul style="list-style-type: none"> <li>• Federal government departments/agencies <a href="http://www.canada.gc.ca/depts/major/depindeng.html">http://www.canada.gc.ca/depts/major/depindeng.html</a> and Crown corporations <a href="http://www.tbs-sct.gc.ca/gov-gouv/rccr/links-liens-eng.asp">http://www.tbs-sct.gc.ca/gov-gouv/rccr/links-liens-eng.asp</a>;</li> <li>• Provincial government, hospitals, universities and colleges; and</li> <li>• Municipal government and school boards.</li> </ul> <p>*Large corporate security environment is defined as: a company that operates in at least three (3) provinces in Canada and has more than two-hundred-and-fifty (250) employees.</p>	
<b>M12(C)</b>	<b>The proposed Computer Forensics Specialists collectively must meet the following:</b>	
	<b>NOTE: A proposed Computer Forensics Specialist may be named more than once if he or she is able to communicate verbally, in reading and in writing in both Official Languages at or above the proficiency levels stated in the Statement of Work.</b>	
M12.1	A minimum of one (1) proposed Computer Forensics Specialist must be able to communicate verbally, in reading and in writing in English at or above the proficiency levels stated in the Statement of Work. AND	
M12.2	A minimum of one (1) proposed Computer Forensics Specialist must be able to communicate verbally, in reading and in writing in French at or above the proficiency levels stated in the Statement of Work. AND	
M12.3	A minimum of one (1) proposed Computer Forensics Specialist must be able to communicate verbally, in reading and in writing in both Official Languages at or above the proficiency levels stated in the Statement of Work.	



**Point Rated Technical Criteria**

Offers which meet all the Mandatory Technical Criteria will be evaluated and scored as specified in the tables inserted below.

Each Point Rated Technical Criterion should be addressed separately.

Offers should demonstrate compliance with all of the following Point Rated Technical Criteria and should provide the necessary documents or evidence to support compliance.

Offerors are also advised that the month(s) of experience listed for a project or experience whose timeframe overlaps that of another referenced project or experience will only be counted once. For example: Project 1 timeframe is July 2001 to December 2001; Project 2 timeframe is October 2001 to January 2002; the total months of experience for these two projects referenced is seven (7) months.

**Attention Offerors:** Write beside each of the criteria the relevant page number(s) from your proposal which addresses the requirement identified in the criteria.

POINT RATED TECHNICAL CRITERIA			
No.	Point Rated Technical Criteria	Point Rating	Substantiating Detail/Offer Reference
R1	<p>The Offeror should demonstrate their experience providing security investigation and computer forensics services to Government of Canada clients within the past sixty (60) months from the RFSO closing date, in addition to the three (3) projects provided in M1(O).</p> <p>The Offeror should provide a project reference for each client that includes:</p> <ul style="list-style-type: none"> <li>• The client organization;</li> <li>• The dates/duration of the project;</li> <li>• A description of the activities performed; and</li> <li>• The name, telephone number and email address of the associated Project Authority.</li> </ul> <p>Government of Canada clients can include Federal government departments/agencies <a href="http://www.canada.gc.ca/depts/major/depindeng.html">http://www.canada.gc.ca/depts/major/depindeng.html</a> and Crown corporations <a href="http://www.tbs-sct.gc.ca/gov-gouv/rccr/links-liens-eng.asp">http://www.tbs-sct.gc.ca/gov-gouv/rccr/links-liens-eng.asp</a>.</p>	<p>Each additional project beyond those provided in M1(O), will be allocated points, as follows, based on the duration of the project:</p> <p>&lt; 3 months = 0 points 3-6 months = 1 point &gt;6 months = 2 points</p> <p><i>A maximum of 5 points will be awarded for R1</i></p>	
R2	<p><b>Proposed Senior Investigators' Education and Experience</b></p> <p>Because Offeror's can propose different numbers of resources, the points awarded for R2 will be determined by using an average score achieved between the proposed Senior Investigators. Should the average have decimals, .01 to .49 will round down, .50 to .99 will be rounded up.</p> <p>Example: If the following resources were awarded as follows 1 = 15 points, Resource 2 =20 points, Resource 3 = 12 points, Resource 4 = 30 points, Resource 5 = 20 points, Resource 6 =15 points. Then the average would = 18.67 points. Therefore, the points awarded for this criterion would be 19 out of 30.</p>		
R2.1	The Offeror should demonstrate each proposed Senior Investigator's months of experience above the sixty (60) months of experience required in Mandatory Criteria M3.1 with a bachelor's degree in the field of Administration, Social Sciences, Criminology or Law.	5 points for each additional twelve (12) month period up to a maximum of 30 points	
R2.2	The Offeror should demonstrate each proposed Senior Investigator's months of experience above the eighty-four (84) months of experience required in Mandatory Criteria M3.2 with a two (2) year college diploma the field of Administration, Social Sciences, Criminology or Law.	4 points for each additional twelve (12) month period up to a maximum of 20 points	
R2.3	The Offeror should demonstrate each proposed Senior Investigator's months of experience above the one-hundred-and-twenty (120) months of experience required in Mandatory Criteria M3.3.	3 points for each additional twelve (12) month period up to a maximum of 15 points	



POINT RATED TECHNICAL CRITERIA			
No.	Point Rated Technical Criteria	Point Rating	Substantiating Detail/Offer Reference
<b>R3</b>	<p><b>Demonstrated Projects - Levels of Intervention</b> The three (3) projects proposed by the Offeror for M1(O) will be given a score based on the complexity of the project as identified below by the levels of intervention. Each project will be given points for the highest level of intervention identified within it (a maximum of 4 points per project can be achieved).</p>		
R3.1	Level of Intervention - Level 1: The project was to confirm the facts; identify broader considerations.	1 point for each project	
R3.2	Level of Intervention - Level 2: The project was to conduct research and analysis; recommend changes to processes and/or practices.	2 points for each project	
R3.3	Levels of Intervention - Level 3: The project was to conduct extensive research and analysis; focus on systemic issues; prepare findings and recommendations.	3 points for each project	
R3.4	Levels of Intervention - Level 4: The project involved complex regulatory and/or legislative systemic issues; develop findings and recommendations.	4 points for each project	
<b>R4</b>	<p><b>Proposed Senior Investigators' Licensing</b> The Senior Investigators proposed by the Offeror will be given a score based on each proposed Senior Investigator's professional status as described below.</p> <p>Because Offeror's can propose different numbers of resources, the points awarded for R4 will be determined by adding the average score obtained from R4.1 to the average score obtained from R4.2. Should the average have decimals, .01 to .49 will round down, .50 to .99 will be rounded up.</p> <p>Example: If the following resources were awarded as follows 1 = 4 points, Resource 2 = 7 points, Resource 3 = 0 points, Resource 4 = 6 points, Resource 5 = 0 points, Resource 6 = 5 points. Then the average would = 3.67 points. Therefore, the points awarded for this criterion would be 4 out of 7.</p>		
R4.1	<p>The Offeror should demonstrate each proposed Senior Investigator is licensed as a professional investigator in accordance with applicable provincial legislation within the province in which he or she resides.</p> <p>In order to achieve points in R4.1, a copy of each license should be included with the Offer.</p>	<p>Yes – 4 points No – 0 points</p>	
R4.2	<p>The Offeror should identify the provinces in which each proposed Senior Investigator is licensed as a professional investigator in accordance with applicable provincial legislation outside of the province in which he or she resides.</p> <p>In order to achieve points in R4.2, a copy of each license must be included with the Offer.</p>	1 point for each out-of-province license up to a maximum of 3 points per proposed Senior Investigator	



POINT RATED TECHNICAL CRITERIA			
No.	Point Rated Technical Criteria	Point Rating	Substantiating Detail/Offer Reference
<b>R5</b>	<p><b>Sample Report Authored by Each Proposed Senior Investigator</b> Each report authored by the proposed Senior Investigators submitted by the Offeror in M6(I) will be scored based on the criteria identified below.</p> <p>Because Offeror's can propose different numbers of resources, the points awarded for R5 will be determined by using an average score achieved between the proposed Senior Investigators' reports. Should the average have decimals, .01 to .49 will round down, .50 to .99 will be rounded up.</p> <p>Example: If the following resources were awarded as follows 1 = 15 points, Resource 2 =20 points, Resource 3 = 13 points, Resource 4 = 10 points, Resource 5 = 20 points, Resource 6 =15 points. Then the average would = 15.50 points. Therefore, the points awarded for this criterion would be 16 out of 25.</p>		
R5.1	Complexity of the Investigation: based on the number of environments/investigatees and the levels of Intervention, as defined in R3.	<p><b>10 points:</b> Level 3 or 4 Intervention, multiple environments with multiple investigatees</p> <p><b>5 points:</b> Level 3 or 4 intervention, single environment with single investigatee</p> <p><b>0 pts:</b> Level 1 or 2 intervention, multiple or single environments with multiple or single investigatees</p>	
R5.2	Recommendations Provided	<p><b>5 points:</b> Comprehensive recommendations which include departmental policies, procedures, logical, well-defined conclusion and recommendations</p> <p><b>3 points:</b> Recommendations not inclusive of all aspects that would have bearing on the determination of wrongdoing, conclusion vague or incomplete</p> <p><b>0 points:</b> Superficial recommendations</p>	
R5.3	Report Flow/Structure	<p><b>5 points:</b> Report is well organized, contains a sequential display of information, is comprehensive but well summarized - brief in form but comprehensive in scope</p> <p><b>3 points:</b> Report is somewhat organized and easy to follow, information somewhat disorganized and lengthy</p> <p><b>0 points:</b> Report is not organized, does not follow a logical flow of information and is lengthy</p>	
R5.4	Conciseness of Report	<p><b>5 points:</b> Report is precise, to the point and summarized. All information is necessary to support the conclusions made and/or outcome of the investigation.</p> <p><b>3 points:</b> Report is missing information and/or rambling. The report fails to address information which would have bearing on the conclusion and/or outcome of the investigation or contains unnecessary verbiage.</p> <p><b>0 points:</b> Report is unclear. The conclusion and/or outcome of the investigation is not clear or not addressed.</p>	



POINT RATED TECHNICAL CRITERIA			
No.	Point Rated Technical Criteria	Point Rating	Substantiating Detail/Offer Reference
<b>R6</b>	<p><b>Proposed Computer Forensics Specialists' Experience and Certification</b></p> <p>Because Offeror's can propose different numbers of resources, the points awarded for R6 will be determined by adding the average score obtained from R6.1 to the average score obtained from R6.2 and R6.3. Should the average have decimals, .01 to .49 will round down, .50 to .99 will be rounded up.</p> <p>Example: If the following resources were awarded as follows Resource 1 = 16 points, Resource 2 =20 points, Resource 3 = 50 points, Resource 4 = 42 points. Then the average would = 32.00 points. Therefore, the points awarded for this criterion would be 32 out of 60.</p>		
R6.1	The Offeror should demonstrate each proposed Computer Forensics Specialist's months of experience above the sixty (60) months of experience required in Mandatory Criteria M9(C).	4 points for each additional twelve (12) month period up to a maximum of 20 points	
R6.2	<p>The Offeror should demonstrate that each proposed Computer Forensic Specialist holds any of the following certifications in addition to the one (1) required in Mandatory Criteria M10(C):</p> <ul style="list-style-type: none"> <li>• a valid and in good standing GCFA (GIAC Certified Forensic Analyst);</li> <li>• a valid and in good standing GCFE (GIAC Certified Forensic Examiner);</li> <li>• a valid and in good standing CHFI (Computer Hacking Forensic Investigator); or</li> <li>• a valid and in good standing other related certification pertaining to Cybersecurity and/or forensics from a certification body that is:               <ul style="list-style-type: none"> <li>○ established in over (3) three countries or</li> <li>○ from a certification body that is accredited by a recognized accrediting body that is established in over three (3) countries.</li> </ul> </li> </ul> <p>In order to achieve points in R6.2, the Offeror should provide:</p> <ul style="list-style-type: none"> <li>• The certification number;</li> <li>• The expiry date of the certification; and</li> <li>• A copy of the certificate.</li> </ul>	2 points for each additional certification up to a maximum of 10 points	
R6.3	<p>The Offeror should demonstrate that each proposed Computer Forensic Specialist holds a valid and in good standing "EnCase Certified Examiner (EnCE)" certification that has been valid for at least for at least 1 cycle/term (three-year cycle) and successfully renewed for EnCase Forensic Examiner Version 6 and 7.</p> <p>In order to achieve points in R6.3 the Offeror should provide:</p> <ul style="list-style-type: none"> <li>• The certification number;</li> <li>• The expiry date of the certification; and</li> <li>• A copy of the certificate.</li> </ul>	30 points	



<b>POINT RATED TECHNICAL CRITERIA</b>			
<b>No.</b>	<b>Point Rated Technical Criteria</b>	<b>Point Rating</b>	<b>Substantiating Detail/Offer Reference</b>
<b>R7</b>	<b>Location of Proposed Senior Investigators</b> The Offeror should identify which of the proposed Senior Investigators have a home address located within a 150km radius of the following JUS Regional Office locations.  NOTE: Points will only be allocated once for each location regardless of the number of resources in that region.		
R7.1	<ul style="list-style-type: none"> <li>Ontario Regional Office – 120 Adelaide St. West, Toronto, Ontario</li> <li>Quebec Regional Office – 200 Boul. Rene-Levesque, Montreal, Quebec</li> </ul>	3 points for each city	
R7.2	<ul style="list-style-type: none"> <li>Atlantic Regional Office – 5251 Duke Street, Halifax, Nova Scotia</li> <li>British Columbia Regional Office – 840 Howe Street, Vancouver, British Columbia</li> <li>Prairie Regional Office – 310 Broadway Avenue, Winnipeg, Manitoba</li> <li>Prairie Regional Office – 123 2nd Avenue, Saskatoon, Saskatchewan</li> <li>Prairie Regional Office – 606 4th Street SW, Calgary, Alberta</li> <li>Prairie Regional Office – 10423 101st Street NW, Edmonton, Alberta</li> </ul>	1 point for each city	

<b>Point Rated Technical Criteria</b>	<b>Maximum Points Available</b>
<b>R1</b>	/5
<b>R2</b>	/30
<b>R3</b>	/12
<b>R4</b>	/7
<b>R5</b>	/25
<b>R6</b>	/60
<b>R7</b>	/12
<b>TOTAL</b>	<b>/151</b>



## ATTACHMENT 2 TO PART 4 – FINANCIAL EVALUATION – PRICING SCHEDULE

The Offeror should complete this pricing schedule and include it in its financial offer once completed. As a minimum, the Offeror must respond to this pricing schedule by including in its financial offer for each of the periods specified below its quoted all-inclusive firm per diem rate (in Can \$) for each of the resource categories identified.

The rates included in this pricing schedule include the total estimated cost of any travel and living expenses that may need to be incurred for:

- a) all travel and living expenses for 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-lois.justice.gc.ca/eng/acts/N-4/page-1.html#docCont>;
- b) any travel expenses for travel between the Offeror’s place of business and the NCR;
- c) any travel and living expenses for the relocation of resources to satisfy the terms of any resulting call-up.

These expenses cannot be charged directly and separately from the professional fees to any call-up that may result from the request for standing offers.

Under any resulting Standing Offer, Canada will not accept travel and living expenses that may need to be incurred by the Offeror for any relocation of resources required to satisfy its obligations.

PERIOD OF STANDING OFFER	FIRM ALL INCLUSIVE PER DIEM RATES (in Cdn \$)		C (=A+B) TOTAL EVALUATED PRICE PER PERIOD	
	A SENIOR INVESTIGATOR	B COMPUTER FORENSICS SPECIALIST		
<b>INITIAL PERIOD</b> Date of Award to March 31, 2020	\$ _____	\$ _____	\$ _____	C1
<b>OPTION PERIOD #1</b> April 1, 2020 to March 31, 2021	\$ _____	\$ _____	\$ _____	C2
<b>OPTION PERIOD #2</b> April 1, 2021 to March 31, 2022	\$ _____	\$ _____	\$ _____	C3
<b>OPTION PERIOD #3</b> April 1, 2022 to March 31, 2023	\$ _____	\$ _____	\$ _____	C4
<b>TOTAL EVALUATED PRICE (Applicable Taxes Excluded)</b> <b>[C5=C1+C2+C3+C4]</b>			\$ _____	C5

### Definition of a Day/Proration

A 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 which is more or less than a day will be prorated to reflect actual time worked in accordance with the following formula:

$$(\text{Hours worked} \times \text{applicable firm per diem rate}) \div 7.5 \text{ hours}$$

- i. All proposed resources must be available to work outside normal office hours during the duration of the Standing Offer, if required.
- ii. No overtime charges will be authorized under a resulting Standing Offer. All time worked will be compensated according to paragraph above.



## 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.

The Offeror should complete and return the Integrity Regime Verification Form attached in Annex F with the Offer.

### 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 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 Education and Experience

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

#### 5.2.4 Status and Availability of Resources

The Offeror certifies that, should it be issued a standing offer as a result of the Request for Standing Offer, every individual proposed in its offer will be available to perform the Work resulting from a call-up against the Standing Offer as required by Canada's representatives and at the time specified in a call-up or agreed to with Canada's representatives. If for reasons beyond its control, the Offeror is unable to provide the services of an individual



named in its offer, the Offeror may propose a substitute with similar qualifications and experience. The Offeror must advise the Standing Offer Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Offeror: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Offeror has proposed any individual who is not an employee of the Offeror, the Offeror certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Offeror must, upon request from the Standing Offer Authority, provide a written confirmation, signed by the individual, of the permission given to the Offeror and of his/her availability. Failure to comply with the request may result in the offer being declared non-responsive.

**5.2.5 Former Public Servant Certification**

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 with FPS, offerors must provide the information required below before the issuance of a standing offer.

**A. 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.

**B. 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.

**C. 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.

**5.2.6 Non-Disclosure Agreement**

The Offeror must submit a copy of Non-Disclosure Agreement attached at Annex E, signed by each of their proposed resources prior to Standing Offer award.



## PART 6 - SECURITY REQUIREMENTS

### 6.1 Security Requirements

1. At the Request for Standing Offers closing date, 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 indicate 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. 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 Statement of Work at Annex A.

#### **7.2 Security Requirements**

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:

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

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

7.2.1.3 The Offeror MUST NOT utilize its Information Technology systems to electronically process, produce or store any sensitive PROTECTED/CLASSIFIED information until CISD/PWGSC has issued written approval. After approval has been granted, these tasks may be performed up to the level of PROTECTED B.

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

7.2.1.5 The Offeror must comply with the provisions of the:

- a. Security Requirements Check List attached at Annex C and the Security Classification Guide at 7.2.2 below; and
- b. Industrial Security Manual (Latest Edition).

#### **7.2.2 Security Classification Guide**

7.2.2.1 At time of RFSO closing, a minimum of two (2) proposed Senior Investigators and two (2) proposed Computer Forensics Specialists must each hold a valid personnel security screening at the level of SECRET, granted or approved by the CISD/PWGSC. Any additional proposed resources must each have a RELIABILITY STATUS, granted or approved by the CISD/PWGSC at time of RFSO closing, and with the assistance of JUS, obtain a SECRET personnel security screening before time of call-up where the resource is required.

7.2.2.2 If the Computer Forensic Specialists are able to work with EnCase, they will be required to work on JUS premises and on JUS's IT systems. JUS will ensure that adequate accommodations and equipment is provided to perform the Work required.

If the Computer Forensic Specialists are not able to work with EnCase, they will be required to work from the Offeror's premises with their system. The Offeror must hold the appropriate Document Safeguarding Capability Clearance and obtain written Authority to Process Information Technology approval from CISD/PWGSC in order to do so.

#### **7.2.3 Offeror's Sites or Premises Requiring Safeguarding (to be completed at Standing Offer Award)**

7.2.3.1 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 individuals' sites or premises for the following address(es):

Street Number / Street Name, Unit / Suite / Apartment Number  
City, Province, Territory / State



Postal Code / Zip Code  
Country

7.2.3.2 The Company Security Officer must ensure through the [Contract Security Program \(http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html\)](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) 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.

### 7.4 Term of Standing Offer

#### 7.4.1 Period of the Standing Offer

The period for making call-ups and providing services against the Standing Offer is from date of Standing Offer Award to March 31, 2020 inclusive.

#### 7.4.2 Extension of Standing Offer

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

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority at least ten (10) days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

#### 7.4.3 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 be treated as a separate procurement, outside of the standing offer.

### 7.5 Authorities

#### 7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Kayla Pordonick  
Senior Contracting Officer  
Department of Justice Canada  
284 Wellington Street, Ottawa ON, K1A 0H8  
Telephone: 613-301-9709  
E-mail address: [Kayla.Pordonick@justice.gc.ca](mailto:Kayla.Pordonick@justice.gc.ca)

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



### 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 Inspection and Acceptance

The Project Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

### 7.5.4 Offeror's Representative (*to be completed at Standing Offer Award*)

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

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

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

### 7.6 Proactive Disclosure of Contracts with Former Public Servants (*if applicable*)

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 Offeror 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 are the Corporate Services Branch and the Contracting and Materiel Management Division of the Department of Justice Canada.

### 7.8 Call-up Procedures (*one of the two clauses will be selected at Standing Offer Award*)

#### 7.8.1 Call-up Methodology for Multiple Standing Offers

For each call-up, the Project Authority will select the best suited Offeror according to the following criteria:

- a) Specialization
- b) Capacity
- c) Availability
- d) Price
- e) Location of Resources

In consideration of the fact that JUS's needs are continuously evolving, the requirements for each call-up will vary according to the depth, breadth and nature of the investigation.

The Service Request Form attached at Annex D will be sent to the best suited Offeror as determined by JUS, which outlines the Work required. The Offeror must respond within forty-eight (48) hours of receipt of the Service Request Form.

If the Offeror is able to undertake the Work, they will return a signed Service Request Form which will identify the estimated level of efforts required to complete the Work.

If the Offeror is unable to accept the work, they must return a signed Service Request Form that indicates this and advise the Project Authority and Contracting Authority in writing of why they are unable to accept the Work and the resulting call-up. If the Offeror is unable to accept the Work and a resulting call-up as a result of previous commitments, no Service Request Form will be sent to that Offeror until they give notice in writing to the Project Authority and the Contracting Authority that it is available to accept new Work.

If no Offeror can perform the Work, Canada reserves the right to acquire the required Work by other means.

**OR**



### 7.8.1 One Standing Offer

The Service Request Form attached at Annex D will be sent to the Offeror, which outlines the Work required. If the Offeror is able to undertake the Work, they will return a signed Service Request Form which will identify the estimated level of efforts required to complete the Work.

If the Offeror is unable to accept the work, they must return a signed Service Request Form that indicates this and advise the Project Authority and Contracting Authority in writing of why they are unable to accept the Work and the resulting call-up. If the Offeror is unable to accept the Work and a resulting call-up as a result of previous commitments, no Service Request Form will be sent to the Offeror until they give notice in writing to the Project Authority and the Contracting Authority that it is available to accept new Work.

If the Offeror cannot perform the Work, Canada reserves the right to acquire the required Work by other means.

### 7.9 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using the duly completed form as identified in paragraph 2 below, or by using the government acquisition card for low dollar value requirements as identified in paragraph 3.

1. Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
2. The Department of Justice Canada 942J - Call-up Against a Standing Offer form must be used;

or

3. 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

Individual call-ups against the Standing Offer must not exceed \$75,000.00 (Applicable Taxes included).

### 7.11 Financial Limitation (to be completed at Standing Offer Award)

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$\_\_\_\_\_ unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

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

### 7.12 Priority of Documents (to be completed at Standing Offer Award)

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 2010B (2018-06-21), General Conditions - Professional Services (Medium Complexity);
- e) Annex A - Statement of Work;



- f) Annex B - Basis of Payment;
- g) Annex C - Security Requirements Check List;
- h) Annex D - Service Request Form;
- i) Annex E – Non-Disclosure Agreement;
- j) Annex F – Integrity Regime Verification Form; and
- k) the Offeror's offer dated \_\_\_\_\_.

## **7.13 Certifications and Additional Information**

### **7.13.1 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, and the ongoing cooperation in providing additional information are conditions of issuance of the Standing Offer and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the Standing Offer and of any resulting contract that would continue beyond the period of the Standing Offer.

Annex E - Non-Disclosure Agreement must be signed by any replacement personnel provided under the resulting Standing Offer before they are added to the Standing Offer through an amendment. The Contractor will retain signed copies of all Non-Disclosure Agreements to confirm compliance.

### **7.14 Applicable Laws (to be completed at Standing Offer Award)**

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 \_\_\_\_\_.

### **7.15 Replacement of Specific Individuals**

If specific individuals are identified in the Standing Offer to perform the Work under a resulting call-up, the Offeror must provide the services of those individuals unless the Offeror is unable to do so for reasons beyond its control.

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

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

The Offeror must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Offeror must immediately comply with the order and secure a further replacement in accordance with the paragraph above. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Offeror from its responsibility to meet the requirements of the Standing Offer and any resulting call-up(s).



## B. RESULTING CONTRACT CLAUSES

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

### 7.1 Statement of Work

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

### 7.2 Standard Clauses and Conditions

#### 7.2.1 General Conditions

2010B (2018-06-21), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

Section 15 - Interest on Overdue Accounts, of 2010B (2018-06-21), General Conditions - Professional Services (Medium Complexity) will not apply to payments made by credit cards.

### 7.3 Term of Contract

#### 7.3.1 Period of the Contract (*to be completed at Call-Up Award*)

The period of the Contract is from date of Contract to \_\_\_\_\_ inclusive.

#### 7.4 Proactive Disclosure of Contracts with Former Public Servants (*if applicable*)

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 – Firm Per Diem Rates

The Contractor will be paid firm per diem rates specified in Annex B – Basis of Payment, for work performed in accordance with the Contract. Customs duties are included and Applicable Taxes are extra.

##### 7.5.1.1 Travel and Living Expenses

The Contractor will be reimbursed for the authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for overhead or profit, in accordance with the meal and private vehicle allowances specified 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". Canada will not pay the Contractor any incidental expense allowance for authorized travel.

Canada will not accept any travel and living expenses for:

(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 per diem rates for professional services specified in 7.5.1 above.

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

##### 7.5.1.2 Option to Extend the Contract

During the extended period of the Contract, the Contractor will be paid the firm per diem rates specified in Annex B – Basis of Payment to perform all the Work in relation to the contract extension.

#### 7.5.2 Limitation of Expenditure

Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_ (**to be completed at Call-Up Award**). Customs duties are included and Applicable Taxes are extra.



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.

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**

#### **7.5.3.1 Single Payment**

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

#### **7.5.3.2 Payment by Direct Deposit**

Payments by direct deposit will be subject to Article 14 – Payment Period and Article 15 - Interest on Overdue Accounts, set out in 2010B (2018-06-21), General Conditions - Professional Services (Medium Complexity) forming part of this Contract.

To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Direct Deposit Enrolment Form (separate forms are available for Canadian and United States vendors). The form can be obtained from the Department of Justice internet site at <http://www.justice.gc.ca/eng/contact/enrol-inscri.html>.

It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under Article 14 – Payment Period and Article 15 - Interest on Overdue Accounts, set out in 2010B (2018-06-21), General Conditions - Professional Services (Medium Complexity) forming part of this Contract will not apply, until the Contractor corrects the matter.

### **7.6 Invoicing Instructions**

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

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed; and
- b. a copy of the invoices, receipts, vouchers for all travel and living expenses.

Invoices must be distributed as follows:

The original must be forwarded by email to the following individual for certification and payment:

**(to be completed at Call-Up Award)**

### **7.7 Insurance**

SACC *Manual* clause G1005C (2016-01-28), Insurance



## ANNEX A - STATEMENT OF WORK

### 1. TITLE

Investigation and Information Technology (IT) Forensic Services for the Department of Justice Canada (JUS)

### 2. REQUIREMENT

JUS requires the services of a Contractor on an “as and when requested basis” throughout JUS’s Regions and National Headquarters in accordance with the terms set forth in this Statement of Work to conduct:

- a. Workplace security investigations without computer or digital forensics component;
- b. Administrative security screening reviews for cause without computer or digital forensics component;
- c. Workplace security investigations with computer or digital forensics component; or
- d. Administrative security screening reviews for cause with computer or digital forensics component.

The work is time sensitive, requires a high level of confidentiality, integrity and attention to detail.

Any requirement for computer/digital forensics services alone will be met by call-up through Public Services and Procurement Canada’s mandatory Standing Offer and Supply Arrangements for Informatics Professional Services. The current requirement is for investigation services and may or may not involve a computer or digital forensics component.

### 3. BACKGROUND

JUS has the mandate to support the dual roles of the Minister of Justice and the Attorney General of Canada. Under Canada’s Federal System, the administration of justice is an area of shared jurisdiction between the Federal Government and the Provinces. JUS supports the Minister of Justice in her responsibilities for forty-nine (49) statutes and areas of Federal Law by ensuring a bilingual and bijural National Legal Framework principally within the following domains: Criminal Justice (including Youth Criminal Justice); Family Justice; Access to Justice; Aboriginal Justice; and General Public Law and Private International Law.

JUS is headquartered in Ottawa, Ontario. As well, JUS has regional offices and sub-offices located across the country as follows:

- Atlantic Regional Office (Halifax, Nova Scotia);
- British Columbia Regional Office (Vancouver, British Columbia);
- Northern Regional Office (Iqaluit, Nunavut; Whitehorse, Yukon; Yellowknife, Northwest Territories);
- Ontario Regional Office (Toronto, Ontario);
- Prairie Regional Office (Winnipeg, Manitoba; Saskatoon, Saskatchewan; Calgary, Alberta; Edmonton, Alberta);
- Quebec Regional Office (Montreal, Quebec).

The JUS Security Program is an integrated program and includes:

- a. Personnel Security;
- b. Employee Protection;
- c. Physical Security;
- d. Information Security;
- e. IT Security;
- f. Security Investigations;
- g. Emergency Management and Business Continuity Planning; and
- h. Security Awareness and Training.

JUS is committed to implementing the appropriate safeguards and procedures to support both the [National Security Policy](https://www.publicsafety.gc.ca/cnt/ntnl-scrnt/scrng-en.aspx) (https://www.publicsafety.gc.ca/cnt/ntnl-scrnt/scrng-en.aspx) and the [Policy on Government Security](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=16578) (https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=16578). JUS has a responsibility for reporting and investigating security incidents and taking corrective action. These investigations are to be objective, thorough and conducted by trained, qualified person, with due respect to the rights and understanding of the obligations of the individuals involved.

Investigation of harassment complaints are not included within the scope of the required services.

### 4. OBJECTIVE

To support internal investigations and administrative security screening reviews led by the Departmental Security Officer (DSO), JUS is seeking to obtain the services of:

- a) Senior Investigators to conduct interviews and perform other investigative services; and



- b) Computer Forensics Specialists to conduct digital evidence forensic examinations.

The objective is to conduct multiple security investigations and comprehensive computer forensic examinations on an “as and when” requested basis throughout the Regional Offices and National Headquarters, in accordance with the terms set forth in this Statement of Work and the specific requirements of each call-up.

## 5. TASKS AND RESPONSIBILITIES

### 5.1. SENIOR INVESTIGATORS

Senior Investigators must complete the following tasks for each separate investigation or administrative security screening review as and when required, as identified in the call-up:

- a) Participate in Levels of Interventions 1, 2, 3, and 4. The Contractor must provide the services at any and all levels when requested to do so.

#### **Levels of Interventions:**

Level 1: confirm the facts; identify broader considerations.

Level 2: conduct research and analysis; recommend changes to processes and/or practices.

Level 3: conduct extensive research and analysis; prepare findings and recommendations.

Level 4: involve complex regulatory and/or legislative systemic issues; develop findings and recommendations.

- b) Research specific cases or topics and providing advice and/or conducting fact finding activities and examinations, determine fairness of process/policy, conducting interviews, manage case files and prepare preliminary and final reports on specifically identified cases or issues.
- c) Plan and conduct administrative and security investigations and security screening reviews for cause, ongoing investigations when required and case management activities for recent complaints and incidents received by JUS.
- d) Build and maintain an incident timeline to assist in the conduct of the investigation.
- e) Take notes and/or recordings of interviews.
- f) Coordinate meeting and interviews.
- g) Perform review of various types of files, including electronic or digital media, and conduct data analysis and research.
- h) Provide weekly status reports in writing to the Project Authority using a status report template which will be agreed upon between JUS and the Contractor upon award of the standing offer.
- i) Exercise professional skill and judgement to identify potential issues relevant to programs and services provided by or administered by JUS.
- j) Maintain chain of custody of evidence in accordance with the *Canada Evidence Act*, the *Ontario Evidence Act* and other statutes, as applicable.
- k) Research specific cases or topics and provide advice and/or conduct fact finding and administrative security screening reviews, determine policy implications, conduct interviews, manage case files and prepare preliminary and final reports on specifically identified cases or issues.
- l) Provide advice and assistance for the development of procedures for reporting and investigating security incidents and resulting corrective action.
- m) Prepare a draft report for review by the Project Authority.
- n) Review written comments, received through the Project Authority (or other individual(s) designated by the Project Authority), and provide adjusted reports as necessary.



- o) Revise drafted report as per the results of review meetings and comments disposition.
- p) Finalize report documentation and media.
- q) Prepare a Microsoft PowerPoint presentation of summary of findings for the Project Authority.
- r) Present the final report of findings to the JUS DSO and others as identified by the Project Authority, which can include (but is not limited to) Labour Relations, Corporate Counsel, and Person of Interests (POI)'s Management.
- s) At all times, be proactive and act independently to oversee the plans, schedules and activities that are required to accomplish the objectives of the investigation and ensure the Project Authority (or other individual(s) designated by the Project Authority), stakeholders and third parties are kept informed of plans, schedules and activities, both on a need-to-know basis and when asked.

## 5.2. COMPUTER FORENSICS SPECIALISTS

Computer Forensics Specialists must complete the following tasks for each separate forensic examination as and when required, as identified in the call-up:

- a) Create and submit a detailed "Computer Forensics Investigation Plan" for each computer and digital forensics examination; The Computer Forensics Investigation Plan will meet all of the requirements provided in the Terms of Reference for each specific investigation and examination.
- b) Physically visit JUS Headquarters to perform work onsite and to gather physical information and evidence from the IT Project Authority.
- c) Maintain chain of custody of evidence in accordance with the *Canada Evidence Act*, the *Ontario Evidence Act* and other statutes as applicable.
- d) Examine the physical and logical evidence as per the agreed Computer Forensics Investigation Plan.
- e) Complete the analysis of the evidence.
- f) Provide written status reports to the Project Authority (or other individual(s) designated by the Project Authority) using a status report template and reporting timeline which will be agreed upon between JUS and the Contractor upon award of the standing offer.
- g) Prepare a draft report for review by the Project Authority, IT Project Authority and IT Security Coordinator (ITSC).
- h) Request written comments through the Project Authority, IT Project Authority and ITSC for the drafted report.
- i) Review written comments, received through the Project Authority, IT Project Authority, and the ITSC, and provide an adjusted report as necessary.
- j) Revise drafted report as per the results of review meetings and comments disposition.
- k) Finalize Project Authority approved report documentation and media.
- l) Prepare a Microsoft PowerPoint presentation on the summary of findings for the Project Authority, IT Project Authority, and the ITSC.
- m) Present the final report of findings to the ITSC, the IT Project Authority, the Project Authority, the JUS DSO, others as identified by the Project Authority, which can include (but is not limited to) Labour Relations, Corporate Counsel, and Person of Interests (POI)'s Management.

## 6. DELIVERABLES

### 6.1. SENIOR INVESTIGATORS



- a) The Senior Investigators will supply deliverables, completion schedules, submission dates, content and format as discussed and agreed by the Project Authority (or other individual(s) designated by the Project Authority), as required, at the time of call-up issuance.
- b) All written material must be provided in hard and/or soft copy as requested by the Project Authority (or other individual(s) designated by the Project Authority) and prepared in accordance with the instructions provided by the Project Authority. Unless otherwise specified, the soft copy must be provided in the current version of JUS's approved desktop software (Microsoft Office Suite 2007 or later version).
- c) In accordance with the tasks/responsibilities defined in Section 5.1 and the specific requirements of the resulting standing offer, deliverables under any resulting call-up may include, but are not limited to:
  - i. Work Plans, including the proposed methodology and scheduling of tasks and deliverables; Investigation Plan and Work Plan(s);
  - ii. Conduct of interviews;
  - iii. Meeting attendance;
  - iv. Oral and/or written status reports, including executive summary;
  - v. Presentations, letters and briefing notes.
  - vi. Draft investigation report(s) including: the findings, interview findings, acts and results of the investigation, interpretations, evaluations, advice and recommendations, what steps JUS has taken or may take to address these recommendations;
  - vii. Comments disposition for all submitted review comments from the Project Authority (or other individual(s) designated by the Project Authority);
  - viii. Revised draft investigation report based on the comments disposition;
  - ix. Final versions of investigation report and accompanying media; and
  - x. PowerPoint presentation of the summary of finding for the final report(s).
- d) All deliverables must be provided in either official language (French or English) at the discretion of the Project Authority and identified within the call-up.
- e) It is understood and agreed that all Work Plans, Reports, Investigation Reports, etc. must first be submitted in draft form to permit adequate time for management review/queries. The draft may, at times, be reviewed and returned for revisions several times prior to submission and acceptance of the final version.
- f) After the completion of each examination, the Investigators will return all evidence and data to the Project Authority.

## **6.2. COMPUTER FORENSICS SPECIALISTS**

- a) The Computer Forensics Specialists will supply deliverables, completion schedules, submission dates, content and format as discussed and agreed by the Project Authority (or other individual(s) designated by the Project Authority), as required, at the time of call-up issuance.
- b) All written material must be provided in hard and/or soft copy as requested by the Project Authority (or other individual(s) designated by the Project Authority) and prepared in accordance with the instructions provided by the Project Authority. Unless otherwise specified, the soft copy must be provided in the current version of JUS's approved desktop software (Microsoft Office 2007 or later version).
- c) In accordance with the tasks/responsibilities defined in Section 5.2 and the specific requirements of the standing offer, for each separate forensic examination deliverables under any resulting call-up may include, but are not limited to:
  - i. Computer Forensics Investigation Plan and Work Plan(s);
  - ii. Weekly status reports using the status report template;
  - iii. Draft examination report;
  - iv. Comments disposition for all submitted review comments from the Project Authority (or other individual(s) designated by the Project Authority);
  - v. Revised draft examination report based on the comments disposition;
  - vi. Final versions of examination report and accompanying media; and
  - vii. Production of Microsoft PowerPoint presentation(s) of the summary of finding for the final report(s).



- d) All deliverables must be provided in either official language (French or English) at the discretion of the Project Authority and identified within the call-up.
- e) It is understood and agreed that all Work Plans, Reports, Investigation Reports, etc. must first be submitted in draft form to permit adequate time for management review/queries. The draft may, at times, be reviewed and returned for revisions several times prior to submission and acceptance of the final version.
- f) After the completion of each forensic examination, the Senior Computer Forensics Specialists will:
  - i. Return all physical and logical evidence and data to the IT Project Authority;
  - ii. Turn over the exported media and packages from EnCase and other software(s) used in the case examination to the IT Project Authority; and
  - iii. Perform a secure disk wipe of all media used for processing and for the examination of the case using Royal Canadian Mounted (RCMP) and/or Communications Security Establishment Canada (CSEC) approved means, subject to approval by the IT Project Authority. (See the CSEC publication [Clearing and Declassifying Electronic Data Storage Devices](https://www.cse-cst.gc.ca/en/node/270/html/10572#tab1) (<https://www.cse-cst.gc.ca/en/node/270/html/10572#tab1>) for more information.)

### 6.3. APPROVAL OF DELIVERABLES

All deliverables will be reviewed for quality and completeness and signed off by the Project Authority before proceeding to the finalization and publication phase of the examination. The final examination report(s) must be approved by the Project Authority (or other individual(s) designated by the Project Authority) before they will be considered finalized.

### 6.4. NUMBER OF COPIES AND FORMAT

Deliverables shall be in the format requested by the Project Authority, as identified in the call-up. If no format is specified, the most convenient Microsoft Office format will be the one required. Documentation shall include one (1) hard copy and one (1) appropriately labelled copy in electronic format (on CD/DVD) and shall be hand delivered unless otherwise directed by the Project Authority.

## 7. ROLES AND RESPONSIBILITIES

### 7.1. JUS PROJECT AUTHORITY

The JUS Project Authority will be responsible for:

- a) Authorizing the tasks;
- b) Providing the Contractor with the documentation and data required to complete the various tasks;
- c) Arranging consultations and meetings with appropriate parties as required to support and/or complete the related tasks;
- d) Attending prearranged meetings related to the Work;
- e) Reviewing documentation and providing feedback;
- f) Approving final deliverables;
- g) Providing other assistance to the contractor as required ensuring successful completion of the tasks; and
- h) Approving replacement individuals provided by the Contractor, if applicable.

### 7.2. JUS IT SECURITY COORDINATOR (ITSC)

The JUS ITSC will be responsible for:

- a) Authorizing the tasks related to computer or digital forensics;
- b) Providing the Contractor with the documentation and data required to complete the various tasks related to computer or digital forensics;
- c) Arranging consultations and meetings with appropriate parties as required to support and/or complete the related tasks related to computer or digital forensics;
- d) Attending prearranged meetings related to this initiative;
- e) Reviewing documentation and providing feedback related to computer or digital forensics;
- f) Approving final deliverables related to computer or digital forensics; and
- g) Providing other assistance to the contractor as required ensuring successful completion of the tasks related to computer or digital forensics.

### 7.3. JUS IT PROJECT AUTHORITY

The JUS IT Project Authority will be responsible for:

- a) Providing the Contractor with the documentation and data required to complete the various tasks related to computer or digital forensics;



- b) Arranging consultations and meetings with appropriate parties as required to support and/or complete the related tasks related to computer or digital forensics;
- c) Attending prearranged meetings related to this initiative;
- d) Reviewing documentation and providing feedback related to computer or digital forensics; and
- e) Providing other assistance to the contractor as required, ensuring successful completion of the tasks related to computer or digital forensics.

#### **7.4. THE CONTRACTOR**

The Contractor shall be responsible for:

- a) Ensuring the timely availability of the resource(s), or in the event that a substitution is required, that the replacement meets the requirements of the Standing Offer and ensuring the change does not adversely affect timely project and task completion;
- b) Notifying the Project Authority on any issue/problem that may impede, delay or negatively impact completion of authorized tasks without delay;
- c) All work produced under a resulting call-up, including completeness, accuracy and adherence to all relevant safety and environmental regulations, rules and good practices; and
- d) Maintaining an electronic library of work in progress, delivered items and review comments, with document version control.

#### **8. CONTRACTOR CONSTRAINTS**

- a) In performing its activities, the Contractor must act in accordance with applicable laws, regulations and policies established by the government and JUS, including the Criminal Code, The Access To Information Act, The Privacy Act And The Canada Evidence Act. This also includes upholding the democratic, professional, and ethical values as outlined in the Values and Ethics Code for the Public Service.
- b) The Contractor must ensure the quality and completeness of all work submitted to JUS in fulfillment of any call-up as determined by the Project Authority (or other individual(s) designated by the Project Authority).
- c) The Contractor must ensure neutrality (i.e. no documented political views or biases) in all deliverables provided.
- d) The Contractor must supply all of its own tools, facilities, equipment, and software required for completion of the Work, unless otherwise directed by the Project Authority (or other individual(s) designated by the Project Authority).
- e) The Contractor must ensure that it is not in any actual or perceived conflict of interest during the conduct of the Work. If the Contractor identifies that any actual or perceived conflict of interest exists, it will cease Work on the specific file and bring the conflict to the attention of the Project Authority without delay.
- f) In the event that the Contractor receives a written complaint from a complainant or witness, or their appointed representative(s), regarding the Contractor's conduct of an investigation, the Contractor will bring the complaint to the attention of the Project Authority and cooperate in any subsequent review and investigation into the complaint.
- g) JUS will provide the Contractor with the relevant case files and content material, as appropriate and as required, for the completion of work specified under a call-up. It is understood and agreed that any material and/or case files given to the Contractor to review must never, under any circumstances be removed from the government premises without prior written authorization from the Project Authority.
- h) Any hardcopies of drafts must be returned to JUS for immediate destruction and never retained by the CONTRACTOR.

#### **9. LOCATION OF WORK AND TRAVEL**

Interviews of employees subject of investigation may occur at Justice Headquarters in the National Capital Region or any of the Justice Regional Offices or sub-offices (excluding the Northern Regional Office locations). Unless otherwise stated:

- Senior Investigators will be required to perform their work primarily at the Contractor's premises; and
- Computer Forensics Specialists will be required to perform their work primarily at JUS premises (where use of JUS equipment and EnCase is required) or the Contractor's premises (where use of the Contractor's own equipment and software is required).

Where work is required to be done off JUS premises, the Contractor's work location and facilities are subject to approval by the Project Authority (or other individual(s) designated by the Security Project Authority) and will be done



in accordance with the Public Works and Government Services Canada (PWSC) Industrial Security Program meeting or exceeding the requirements for the appropriate level of material stored and processed.

The Senior Investigators and Computer Forensics Specialists must be available to meet at JUS National Headquarters in Ottawa, Ontario. The location of onsite work will be at either 275 Sparks Street or 284 Wellington, Ottawa, Ontario, K1A 0H8, Canada. Exceptions to the foregoing will be made only for Investigators working on cases in the Regions as they will be required to be available to meet at the JUS Regional Office or sub-office instead of Headquarters (excluding the Northern Regional Office locations).

It is anticipated that the majority of the investigations will require work to take place solely at JUS National Headquarters, for which travel expenses will not be reimbursed, if they are required. If an investigation takes place in a Regional Office and travel by the Senior Investigator(s) is required, it must be authorized in advance by the Project Authority and will be reimbursed upon submission of receipts with the invoice, up to the amount specified in the call-up.

**10. HOURS OF WORK**

The proposed resource will provide a detailed work schedule to the Project Authority (or other individual(s) designated by the Project Authority). All work that must take place on JUS premises during regular operating business hours.

**11. AVAILABILITY TO COMMENCE WORK**

Resources must be available to commence work, without exception, within two (2) business days following a call-up being sent electronically to the Contractor due to the time sensitive nature of the Work.

**12. LANGUAGE OF WORK**

JUS is under obligation to respect the spirit and the letter of the Official Languages Act. It is imperative that the Contractor ensures that all verbal and written communications are provided in JUS's preferred Official Language of choice.

Each call-up will indicated the language requirements for the Work (English, French, or both). The resources must be able to communicate verbally, in reading and in writing in English, French, or both Officials Languages at or above the proficiency levels stated below:

**Oral Proficiency:**

Level	Proficiency	Definition
4	Advanced Professional Proficiency	Able to use the language fluently and accurately on all levels normally pertinent to professional needs. Language usage and ability to function are fully successful. Can tailor language to audience and discuss in depth highly abstract or unfamiliar topics. Able to speak with a great deal of fluency, grammatical accuracy, complex vocabulary and in an idiomatic fashion. Understands all forms and styles of speech and shows strong sensitivity to social and cultural references. May have some difficulty with some dialects and slang.

**Reading Proficiency:**

Level	Proficiency	Definition
4	Advanced Professional Proficiency	Able to read fluently and accurately all styles and forms of the language in any subject as well as those pertinent to professional needs. Understands all sociolinguistic and cultural references. Can follow unpredictable turns of thought readily in editorial, conjectural, and literary texts, as well as in materials in own special field, including official documents and correspondence. Recognizes all professionally relevant vocabulary known to the educated non-professional native reader. Speed and accuracy is often nearly that of a well-educated native reader.

**Written Proficiency:**

Level	Proficiency	Definition
4	Advanced Professional Proficiency	Able to write the language precisely and accurately in a variety of prose pertinent to social issues and professional needs. Errors of grammar, syntax, punctuation and vocabulary are rare. Writing is consistently and explicitly organized with appropriate



connectors and discourse devices (ellipsis, parallelisms, subordinates).

Reference: [http://www.international.gc.ca/ifaec/ifaeci/test\\_levels-niveaux.aspx?lang=eng](http://www.international.gc.ca/ifaec/ifaeci/test_levels-niveaux.aspx?lang=eng)

### 13. BUSINESS ENVIRONMENT

JUS is headquartered in Ottawa, Ontario, with regional representation across Canada. JUS operates within a standard office environment, and maintains regular operating business hours between 8:00 a.m. (08h00) to 5:00 p.m. (17h00), Monday – Friday, inclusive, excluding recognized statutory and government holidays.

### 14. MEETINGS

The Project Authority (or other individual(s) designated by the Project Authority) may call a meeting at any time to resolve urgent matters, and/or receive any issues or concerns. The time and location will be agreed upon between the Contractor the Contractor's Resources and the Project Authority (or other individual(s) designated by the Project Authority).

In the event that unplanned meetings are required, the Contractor and/or the resources must make all necessary preparations in order to actively participate in any meeting convened by the Project Authority (or other individual(s) designated by the Project Authority).

The Contractor and/or the resources must maintain a history of all meetings as well as of all incremental changes to the action items and submit it to the Project Authority (or other individual(s) designated by the Security Project Authority) by email when requested. This history is NOT to be retained by the Contractor after the end of work.

Meetings will be conducted as required in person or by means of videoconference or teleconference as deemed appropriate by the Project Authority (or other individual(s) designated by the Project Authority).

### 15. REPORTING REQUIREMENTS

The Contractor must facilitate and maintain regular communication with the Project Authority (or other individual(s) designated by the Project Authority) regarding the progress of work completed under any resulting call-up. Specific Contractor reporting requirements will be further identified by the Project Authority, as required, within each individual call-up.

Upon request from the Project Authority (or other individual(s) designated by the Project Authority), the Contractor must provide ad hoc written oral status reports relating to any work in progress under any call-up.

In addition, the Contractor must promptly notify the Project Authority (or other individual(s) designated by the Project Authority) of any issues, problems, or areas of concern that could adversely affect the ability of the Contractor to complete the work specified under any call-up.

### 16. TECHNICAL REQUIREMENTS

- a) Any hard drives, disks or other media used for forensics data storage or to process or store Government of Canada and/or JUS provided evidence must be used solely for that purpose.
- b) The Computer Forensic Specialists must be equipped and able to perform random access memory (RAM) analysis.
- c) Forensic Workstation Configuration:
  - Microsoft Windows 7 or Windows 10 (x64 Bit) Ultimate or Enterprise (must have BitLocker)
  - Will be encrypted using BitLocker Full Disk Drive Encryption using the AES 256-bit with Diffuser option with strong complex passwords (The passwords/keys/pins will be provided to the IT Project Authority)
  - Must have separate high performance disk drives for all processing for the Operating System disk, for Evidence Cache disk and for Collected Evidence disk; and
  - Must meet minimum performance requirements set by Guidance Software for the version being used.
- d) Pre-Approved Software(s):
  - Guidance Software **EnCase Forensic Examiner (Version 7.09.00.110 (x64 Bit))** or more recent;
  - Guidance Software **EnCase Portable ver. 4** or more recent
  - Internet Evidence Finder (IEF) ver. 6 or more recent
  - Passware Kit Forensic ver. 13 or more recent



Any other software or scripts used for the forensic examinations must be approved by the IT Project Authority.

- e) Primary Acquisition and Disk/Media Imaging Equipment:
  - Tableau® Forensic Bridges and Write Blockers, Tableau® Forensic Duplicators and Hardware Accelerators;
  - Forensic evidence images will be in the format of Ex01 and Lx01; (Use of DD/RAW images or other formats are subject to approval by the IT Project Authority);
  - Evidence acquired to \*.E01 or \*.L01 must be encrypted using BitLocker AES 256-bit with Diffuser option with strong complex passwords (The passwords/keys/pins will be provided to the IT Project Authority) or with encryption technology approved by the IT Project Authority.
- f) Secure Storage and Transport:  
The Contractor must employ the use of an RCMP approved container for Protected B information for transport and storage of the evidence.
- g) Disk Wiping:  
Secure disk wipe of all media used for processing and for the examination of the case using RCMP and/or CSEC approved means, subject to approval by the IT Project Authority. [See the CSEC publication [Clearing and Declassifying Electronic Data Storage Devices](https://www.cse-cst.gc.ca/en/node/270/html/10572#tab1) (<https://www.cse-cst.gc.ca/en/node/270/html/10572#tab1>) for more information.]

Note: At any point during the examination, should the Contractor identify hard disks and/or media containing classified data, the Contractor must immediately alert the IT Project Authority for appropriate action(s) upon identification of such information. The Contractor will not leave sensitive information or details of the sensitive information on voice messages or any other voice or data communications such as in e-mail exchanges. The hard disks and media must be turned over to the IT Project Authority for appropriate handling and destruction. The hard disks and/or media will not be returned.

## 17. DEPARTMENTAL SUPPORT

As required for the successful provision of investigation services, JUS will provide the Contractor access to JUS's facilities in order to meet with the Project Authority (or other individual(s) designated by the Security Project Authority) and other departmental personnel and to perform on-site forensics work.

JUS will provide the Contractor with the relevant case files and content material, as appropriate and as required, for the completion of work specified under any call-up. It is understood and agreed that any material and/or case files given to the Contractor to review must never, under any circumstances unless authorized by the Project Authority, be removed from JUS premises.

The Project Authority (or other individual(s) designated by the Project Authority) will facilitate cooperation with regional JUS representatives if required.

Secure remote access to relevant information as determined by the Project Authority (or other individual(s) designated by the Project Authority) will be made available to the Contractor. Storage of electronic work information must be kept ONLY on the secure JUS site.

## 18. ENVIRONMENTAL CONSIDERATIONS

As of April 2006, the Government of Canada issued a policy directing federal departments and agencies to take the necessary steps to acquire products and services that have a lower impact on the environment than those traditionally acquired. The environmental impact assessment of a product and/or service considers the whole life cycle of the product and/or service. Therefore, JUS encourages product/service Contractors to improve their operations to reduce their negative impact on the environment.

### 18.1. ENVIRONMENTAL PROPERTIES BEHAVIOUR RECOMMENDED

#### Paper Consumption:

- Provide and transmit draft reports and final reports in electronic format. Should printed material be required, double-sided printing in black and white format is the default unless otherwise specified by the Project Authority.
- Printed material is requested on minimum recycled content of 30% and/or certified as originating from a sustainable managed forest.
- Recycle unneeded printed documents (in accordance with Security Requirements).



**Use of Teleconference and Public Transit:**

- The Project Authority and the Contractor are encouraged to use video and/or teleconferencing where possible to cut down unnecessary travel.
- The Project Authority and the Contractor are encouraged to use public transit where feasible.



## ANNEX B - BASIS OF PAYMENT

The rates below include the total estimated cost of any travel and living expenses that may need to be incurred for:

- a) all travel and living expenses for 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-lois.justice.gc.ca/eng/acts/N-4/page-1.html#docCont>;
- b) any travel expenses for travel between the Offeror's place of business and the NCR;
- c) any travel and living expenses for the relocation of resources to satisfy the terms of any resulting call-up.

These expenses cannot be charged directly and separately from the professional fees to any call-up that may result from the request for standing offers.

Under any resulting Standing Offer, Canada will not accept travel and living expenses that may need to be incurred by the Offeror for any relocation of resources required to satisfy its obligations.

<b>SENIOR INVESTIGATORS</b>	
Name of Resources	<i>(Names to be inserted at Standing Offer Award)</i>
Period of Standing Offer	<b>Firm All-Inclusive Per Diem Rates (in CAD \$)</b> <i>(Rates to be inserted at Standing Offer Award)</i>
<b>INITIAL PERIOD (Date of Award to March 31, 2020)</b>	\$ _____
<b>OPTION PERIOD #1 (April 1, 2020 to March 31, 2021)</b>	\$ _____
<b>OPTION PERIOD #2 (April 1, 2021 to March 31, 2022)</b>	\$ _____
<b>OPTION PERIOD #3 (April 1, 2022 to March 31, 2023)</b>	\$ _____

<b>COMPUTER FORENSICS SPECIALISTS</b>	
Name of Resources	<i>(Names to be inserted at Standing Offer Award)</i>
Period of Standing Offer	<b>Firm All-Inclusive Per Diem Rates (in Cdn \$)</b> <i>(Rates to be inserted at Standing Offer Award)</i>
<b>INITIAL PERIOD (Date of Award to March 31, 2020)</b>	\$ _____
<b>OPTION PERIOD #1 (April 1, 2020 to March 31, 2021)</b>	\$ _____
<b>OPTION PERIOD #2 (April 1, 2021 to March 31, 2022)</b>	\$ _____
<b>OPTION PERIOD #3 (April 1, 2022 to March 31, 2023)</b>	\$ _____

### Definition of a Day/Proration

A 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 which is more or less than a day will be prorated to reflect actual time worked in accordance with the following formula:

$$\text{(Hours worked} \times \text{applicable firm per diem rate)} \div 7.5 \text{ hours}$$

- i. All proposed resources must be available to work outside normal office hours during the duration of the Standing Offer, if required.
- ii. No overtime charges will be authorized under a resulting Standing Offer. All time worked will be compensated according to paragraph above.
- iii. Hours paid for work completed by the Computer Forensics Specialists are to include actual forensic analysis and work only; JUS is not to be charged for the time it takes to run the evidence processor.



## ANNEX C - SECURITY REQUIREMENTS CHECK LIST (SRCL)



Government of Canada  
Gouvernement du Canada

Contract Number / Numéro du contrat <b>JUS-RFSO-INVSV-2018-001</b>
Security Classification / Classification de sécurité

### 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 <b>JUSTICE CANADA</b>		2. Branch or Directorate / Direction générale ou Direction <b>Corporate Services Branch</b>	
3. a) Subcontract Number / Numéro du contrat de sous-traitance		3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail Investigations and IT Forensics services on an "as and when requested" basis throughout Justice Canada's six (6) Regions across Canada and its National Headquarters located in Ottawa, Ontario to plan and conduct workplace security investigations and administrative security screening reviews, with and without an IT forensics component.			
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 checked="" type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>	
PROTECTED B PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>	
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>	
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	
SECRET SECRET <input checked="" type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET SECRET <input type="checkbox"/>	
TOP SECRET TRÈS SECRET <input type="checkbox"/>		TOP SECRET TRÈS SECRET <input type="checkbox"/>	
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>	



Contract Number / Numéro du contrat <b>JUS-RFSO-INVSV-2018-001</b>
Security Classification / Classification de sécurité

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

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

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?  No / Non  Yes / Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :  
Document Number / Numéro du document :

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

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

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

Special comments:  
Commentaires spéciaux : See Security Classification Guide

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

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

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

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

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

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

**PRODUCTION**

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

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

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

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



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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
											A	B	C			
Information / Assets Renseignements / Biens Production		✓														
IT Media / Support TI		✓														
IT Link / Lien électronique																

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

No  
Non  Yes  
Oui

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

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?  
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

No  
Non  Yes  
Oui

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



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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) Ivan Sicard	Title - Titre Director General, Corporate Services Branch	Signature <i>Ivan Sicard</i>	
Telephone No. - N° de téléphone 613-907-3709	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel ivan.sicard@justice.gc.ca	Date 8 Aug 2018
<b>14. Organization Security Authority / Responsable de la sécurité de l'organisme</b>			
Name (print) - Nom (en lettres moulées) Françoise Beaudoin	Title - Titre Deputy Departmental Security Officer	Signature <i>F Beaudoin</i>	
Telephone No. - N° de téléphone 613-913-3964	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel francoise.beaudoin@justice.gc.ca	Date 8 Aug 2018
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 / Non <input checked="" type="checkbox"/> Yes / Oui
<b>16. Procurement Officer / Agent d'approvisionnement</b>			
Name (print) - Nom (en lettres moulées) Kayla Pordonick	Title - Titre Senior Contracting Officer	Signature <i>K Pordonick</i>	
Telephone No. - N° de téléphone 613-301-9709	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel kayla.pordonick@justice.gc.ca	Date September 20/18
<b>17. Contracting Security Authority / Autorité contractante en matière de sécurité</b>			
Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date

Security Classification / Classification de sécurité
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## ANNEX D - SERVICE REQUESTS FORM

<b>Project Authority</b>	<i>(to be filled in by JUS)</i>
<b>IT Project Authority</b>	<i>(to be filled in by JUS)</i>
<b>ITSC</b>	<i>(to be filled in by JUS)</i>

<b>Language Requirement of Work</b> <i>(to be filled in by JUS)</i>	<input type="checkbox"/> English <input type="checkbox"/> French Comments: _____
<b>Written Material to be Provided In</b> <i>(to be filled in by JUS)</i>	<input type="checkbox"/> Hard Copy <input type="checkbox"/> Soft Copy Comments: _____
<b>Location of Work</b>	<i>(to be filled in by JUS)</i>
<b>Travel Required</b> <i>(to be filled in by JUS)</i>	<input type="checkbox"/> Yes. Reimbursement up to \$ _____ <input type="checkbox"/> No Comments: _____

<b>Description of the Work Required</b>
<i>(to be filled in by JUS)</i>

<b>Estimated Level of Effort</b> <i>(to be filled in by the Offeror)</i>
--

<b>Professional Fees</b>				
Name(s) of Resource(s)	Category	All Inclusive Firm Per Diem Rate (CAD \$)	Estimated Level of Effort (Days)	Estimated Amount
	Senior Investigator			
	Computer Forensics Specialist			
<b>Total Estimated Cost - Professional Fees (excluding taxes):</b>				<b>\$</b>

<b>Authorization</b> <i>(to be filled in by the Offeror)</i>
--

We accept the Work and have provided the estimated levels of effort above in response to JUS' request.

We DO NOT accept the Work.  
Reason for not accepting the Work: \_\_\_\_\_

Name of individual authorized to sign for the Contractor : \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_



## ANNEX E - NON-DISCLOSURE AGREEMENT

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

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

