RETURN BIDS TO: RETOURNER LES SOUMISSIONS À:

Commissioner of Canada Elections Commissaire aux élections fédérales

acquisitions@ppsc-sppc.gc.ca

Attn: Franca Reitano

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

Proposal To: Commissioner of Canada Elections

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

Proposition aux: Commissaire aux élections fédérales

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

Instructions : See Herein Instructions: Voir aux présentes

Issuing Office - Bureau de distribution

Commissioner of Canada Elections Commissaire aux élections fédérales Acquisitions Division 284 Wellington Street Place Bell Centre Ottawa, ON K1A 0H8

litle – Sujet	
Social Media Monitoring and Analysi	is
Solicitation No. – N° de l'invitation	Date
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1000017977 Solicitation Closes – L'invitation	April 16, 2015 Time Zone
prend fin at – à	Fuseau horaire
2:00 PM	
on – May 27th, 2015	EDT
F.O.B F.A.B.	Other Autor
Plant-Usine: Destination: Address Enquiries to: - Addresser tou	Other-Autre:
Address Enquines to Adresser to	ites questions a .
acquisitions@ppsc-sppc.gc.ca	
Telephone No. – N° de téléphone :	
642 669 0504	
613-668-9501 Destination – of Goods, Services, an	d Construction
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PART 1 - GENERAL INFORMATION

1. Security Requirement

- 1.1. At the date of bid closing, the following conditions must be met:
 - a) the Bidder must hold a valid organization security clearance as indicated in Part 5

 Resulting Contract Clauses;
 - the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 5 - Resulting Contract Clauses;
 - c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
- 1.2. For additional information on security requirements, bidders should refer to the <u>Canadian Industrial Security Directorate (CISD)</u>, <u>Industrial Program</u> of Public Works and Government Services Canada (http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) website.

2. Definition

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

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

3. Summary

The Commissioner of Elections Canada is seeking the professional services of a contractor to provide social media monitoring, analysis and support throughout the electoral process including on-going support to investigations.

Single Contract

Canada is seeking to establish a contract for social media monitoring and analysis as defined in Annex A, Statement of Work, for four (4) years including three (3) one (1) year options for the Commissioner of Elections Canada.

4. Debriefings

After contract award, bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within fifteen (15) working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone, or in person.



5. Trade Agreements

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



PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

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

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The <u>2003</u> (2014-09-25) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsections 04 and 05 of Section 01 Integrity Provisions - Bid of the Standard Instructions (2003) incorporated by reference above are deleted in their entirety and replaced with the following:

- 4. Bidders who are incorporated or who are a sole proprietorship, including those bidding as a joint venture, have already provided a list of names of all individuals who are directors of the Bidder, or the name of the owner, at the time of submitting an arrangement under the Request for Supply Arrangement (RFSA). These bidders must diligently inform Canada in writing of any changes affecting the list of directors during this procurement process as well as during the contract period.
- 5. Canada may, at any time, request that a bidder provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form PWGSC-TPSGC 229) for any or all individuals mentioned above within a specified time frame. Failure to provide such consent forms and associated information within the time frame provided, or failure to cooperate to the verification process, will result in the bid being declared non-responsive.

Subsection 5.4 of <u>2003</u>, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days Insert: ninety (90) days

2. Submission of Bids

Bids must be submitted only to Commissioner of Canada Elections by the date, time and place indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile to Commissioner of Canada Elections will not be accepted.



3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the address indicated on page 1 no later than **five (5) calendar** days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

4. Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Quebec.

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



PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

Canada requests that bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid (one (1) electronic copy) Section II: Financial Bid (one (1) electronic copy) Section III: Certifications (one (1) electronic copy)

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

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- a) use a numbering system that corresponds to the bid solicitation; and
- b) page numbering must be used on the bottom right of each page of the proposal.

Section I: Technical Bid

In their technical bid, bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work. Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.

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

Section II: Financial Bid

Bidders must submit their financial bid in accordance with Pricing Schedule detailed below. The total amount of Applicable Taxes must be shown separately.

For bid evaluation and contractor(s) selection purposes only, the evaluated price of a bid will be determined in accordance with this Pricing Schedule.

INITIAL PERIOD – JUNE 1. 2015 TO MAY 31. 2016

DESCRIPTION	HOURLY PER DIEM RATE	ESTIMATED LEVEL OF EFFORT
Professional Investigation Services and Support	\$/hour	220 days based on a one (1) year
Testimony	\$/hour	As required

OPTION YEAR ONE - JUNE 1, 2016 TO MAY 31, 2017

DESCRIPTION	HOURLY PER DIEM RATE	ESTIMATED LEVEL OF
		EFFORT



Professional Investigation Services and Support	\$ /hour	220 days based on a one (1) year
Testimony	\$ /hour	As required

OPTION YEAR TWO - JUNE 1, 2017 TO MAY 31, 2018

DESCRIPTION	HOURLY PER DIEM RATE	ESTIMATED LEVEL OF EFFORT
Professional Investigation Services and Support	\$/hour	220 days based on a one (1) year
Testimony	\$/hour	As required

OPTION YEAR THREE – JUNE 1, 2018 TO MAY 31, 2019

DESCRIPTION	HOURLY PER DIEM RATE	ESTIMATED LEVEL OF EFFORT
Professional Investigation Services and Support	\$/hour	220 days based on a one (1) year
Testimony	\$/hour	As required

Bidders should include the following information in their financial bid by completing ANNEX D, VENDOR INFORMATION AND AUTHORIZATION FORM and include it with their bid:

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

Financial proposals must clearly identify the personnel proposed and the associated category <u>for evaluation purposes only</u>. Proposed per diem rates or firm prices must be in Canadian dollars.

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



Section III: Certifications

Bidders must provide the required certifications and associated information to be awarded a contract.

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

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority may render the bid non-responsive or constitute a default under the Contract.

1. Certifications Required with the Bid

1.1. Integrity Provisions - Associated Information

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions 2003. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

1.2. Avoidance of Political Partisanship

1.2.1. The Bidder certifies that:

- (a) he/she or its officers and employees who will be responsible for the performance of the work or supervising the carrying out of the work set out in the Contract and, if applicable, the identifiable resource, is/are not presently, or will not become engaged during the term of the Contract, should the Bidder be issued a Contract, in politically partisan activities at the federal, provincial or territorial level. Politically partisan activities include actively or publicly supporting or opposing the election of any federal, provincial or territorial political party or candidate for federal, provincial or territorial elective office, or any federal, provincial or territorial referendum committee;
- (b) he/she or its officers and employees who will be responsible for the performance of the work or supervising the carrying out the work set out in the Contract and, if applicable, the identified resource, shall not perform work or supervise work for or on behalf of any federal, provincial or territorial political party nor any candidate for federal, provincial or territorial elective office, nor any person, body, agency or institution with politically partisan purposes or objectives at the federal, provincial or territorial level, nor any federal, provincial or territorial referendum committee, where the performance or supervision of such work raises a reasonable apprehension of political partisanship.
- 1.2.2. The certification in Section 6.1 does not prevent the Bidder or its officers and employees, who perform or supervise the work set out in the Contract, or, if applicable, the identified resource, to also work or supervise the work set out in a mandate from the Chief Electoral Officer of a Province or Territory of Canada, or from another similar electoral



authority of a Province or Territory of Canada, or from any other public institution that is politically neutral or non-partisan in nature, or from a person who is politically neutral or non-partisan in nature.

1.3. Privacy Act and Personal Information Protection and Electronic Documents Act

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

1.4. Federal Contractors Program for Employment Equity - Bid Certification
By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list (http://www.hrsdc.gc.ca/eng/labour/index.shtml) available from Employment and Social Development Canada (ESDC) - Labour's website.

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

1.5. Former Public Servant

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

Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the <u>Financial</u> <u>Administration Act</u>, 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
- 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 <u>Public Service Superannuation Act</u> (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the <u>Supplementary Retirement Benefits Act</u>, R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions payable pursuant to the <u>Canadian Forces Superannuation Act</u>, R.S., 1985, c.C-17, the <u>Defence Services Pension Continuation Act</u>, 1970, c.D-3, the <u>Royal Canadian Mounted Police Pension Continuation Act</u>, 1970, c.R-10, and the <u>Royal Canadian Mounted Police Superannuation Act</u>, R.S., 1985, c.R-11, the <u>Members of Parliament Retiring Allowances Act</u>, R.S., 1985, c.M-5, and that portion of pension payable to the <u>Canada Pension Plan Act</u>, R.S., 1985, c.C-8.

Former Public Servant in Receipt of a Pension

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

If so, the Bidder 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, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

Work Force Adjustment Directive

Is the Bidder a FPS who recei	ved a lump sum payment pursuant to the terms of the Work Force
Adjustment Directive? Yes	No 🗆

If so, the Bidder 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.

1.6. Direct Deposit

Payments by direct deposit will be subject to Article 16 – Payment Period and Article 17 - Interest on Overdue Accounts, set out in 2035 General Conditions – General Conditions – Higher Complexity - Services (2014-09-25) forming part of this Contract.

To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Recipient Electronic Payment Registration Request Form at Annex F, Registration and Direct Deposit Form.



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 16 – Payment Period and Article 17 - Interest on Overdue Accounts, set out in 2035 General Conditions – General Conditions – Higher Complexity - Services (2014-09-25) forming part of this Contract will not apply, until the Contractor corrects the matter.

2. Additional Certifications Required with the Bid

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

2.1. Status and Availability of Resources

SACC Manual clause A3005T (2010-08-16) – Status and Availability of Resources

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

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder 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 Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability.



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- b) An evaluation team composed of representatives of Canada will evaluate the bids.

1.1 Technical Evaluation

1.1.1 Mandatory Technical Criteria

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

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

Mandatory Technical Criteria (MT)

For the purpose of the mandatory technical criteria specified below, the experience of the Bidder* will be considered.

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

Number	Mandatory Technical Criterion	MET	NOT MET	Cross Reference to Proposal
MT1	The Bidder must propose a resource with a degree, diploma or certificate from a recognized university or post-secondary institution. A copy of the resource's degree, diploma or certificate, must be included in the proposal.			
MT2	The Bidder must propose a resource who has obtained a Police Records Check, within six (6) months prior to the closing of the RFP, or proof that a Police Records Check has been requested within such timeframe. The bidder must provide a copy of the Police Records Check at bid closing.			
МТ3	The Bidder must demonstrate at the time of bid, in the proposed resource's			



	resume that he/she has a minimum of		
	twenty-four (24) months experience in		
	the last five (5) years using open source information on the Internet, including the		
	use of social media as a tool to gather usable intelligence or evidence related		
	to contraventions or possible future		
	contraventions.		
	To demonstrate this experience, the bidder must provide dates (MM/YY) and		
	details demonstrating how the		
	experience was obtained and what work was produced.		
	The sum of all the examples must equal		
	or exceed twenty-four (24) months.		
	The Bidder must provide references of three (3) projects in the last five (5)		
	years demonstrating the proposed		
	resource's experience in social media monitoring and analysis.		
	Each project must contain the following		
	information:		
MT4	i. Organization name and contact		
	information; ii. Project date; and		
	iii. A description of the work		
	performed.		
	Canada may contact the references to verify/validate the information provided		
	only and to assess the performance of the Bidder.		
	ure bluder.		

2. Basis of Selection

2.1 Basis of Selection - Lowest Evaluated Price

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of contract.



PART 5 - RESULTING CONTRACT CLAUSES

1. Security Requirement

1.1. The following security requirement (SRCL and related clauses) applies and form part of the Contract.

The Contractor must, at all times during the performance of the Contract, hold a valid Facility Security Clearance at the level of **SECRET**, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).

- The Contractor personnel requiring access to sensitive work site(s) must EACH hold a valid personnel security screening at the level of SECRET, granted or approved by CISD/PWGSC.
- 2. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
- 3. The Contractor must comply with the provisions of the:
 - a. Security Requirements Check List and security guide (if applicable), attached at Annex B;
 - b. Industrial Security Manual (Latest Edition).

2. Statement of Work

The Contractor must perform the Work in accordance with Annex A, Statement of Work.

3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> issued by Public Works and Government Services Canada.

3.1. General Conditions

<u>2010B</u> (2014-09-25), General Conditions - Professional Services (Medium Complexity), apply to and form part of the Contract.

3.2. Supplemental General Conditions

3.2.1. An Oath of Secrecy

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

4. Contract Period

4.1. Period of Contract

The period of the Contract is from June 1, 2015 to May 31, 2016 inclusive.

4.2. Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three (3) additional one (1) year period under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.



Canada may exercise this option at any time by sending a written notice to the Contractor at least 30 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.

5. Authorities

5.1. Contracting Authority

The Contracting Authority for the Contract is:

Name: Franca Reitano

Title: Sr. Acquisition Officer Address: 284 Wellington Street

Place Bell Centre

Ottawa, Ontario K1A 0H8

Telephone: 613-668-9501 Facsimile: 613-941-9398

E-mail address: acquisitions@ppsc-sppc.gc.ca

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

5.2. Project Authority

The Project Authority for the Contract is:

<The Project Authority for the Contract is to be identified at Contract award>

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

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however, the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

5.3. Technical Authority

The Technical Authority for the Contract is:

< The Technical Authority for the Contract is to be identified at Contract award>

Name:



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

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

5.4. **Contractor's Representative**

<The Contractor's Representative is to be identified by the contractor>

Name:		
Title:		
Address:		
Telephone:		
Facsimile:		
E-mail address:		
6. Payment		

Basis of Payment 6.1.

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment, to a limitation of expenditure of \$. Customs duties are included and Applicable Taxes are extra.

6.1.1. Limitation of Expenditure

- 1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____. Customs duties are included and Applicable Taxes are extra.
- 2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
- 3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.



6.2. Method of Payment

SACC Manual clause H1008C (2008-05-12) Monthly Payment

6.3. SACC Manual Clauses

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

ID	Date	Title
<u>4008</u>	2008-12-12	Personal Information
C0705C	2010-01-11	Discretionary Audit
A7017C	2008-05-12	Replacement of Specific Individuals
B9028C	2007-05-25	Access to Facilities and Equipment
A9068C	2010-01-11	Government Site Regulations
<u>C0711C</u>	2008-05-12	Time Verification

7. Invoicing Instructions

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

Each invoice must be supported by:

- a) a copy of time sheets to support the time claimed;
- b) a copy of the monthly progress report.
- 2. Invoices must be distributed as follows:
 - a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

8. Certifications

8.1. Compliance

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

9. Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a <u>Public Service Superannuation Act</u> (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 <u>Contracting Policy Notice: 2012-2</u> of the Treasury Board Secretariat of Canada.

10. Applicable Laws

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



11. Insurance

SACC Manual clause G1005C (2008-05-12) Insurance

12. Non-Disclosure Agreement

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

13. Priority of Documents

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

- a) the Articles of Agreement;
- b) the general conditions <u>2010B</u> (2014-09-25) General Conditions Professional Services (Medium Complexity);
- c) Annex A, Statement of Work;
- d) Annex B, Security Requirements Check List;
- e) Annex C, Non-Disclosure Agreement
- f) the Contractor's bid dated



ANNEX A, STATEMENT OF WORK

1. TITLE

Social Media Monitoring and Analysis

2. OBJECTIVES

The Commissioner of Canada Elections (CCE) is responsible for ensuring that the Canada Elections Act is complied with and enforced.

The CCE requires the professional services of a contractor to provide social media monitoring and analysis as well as to support investigations on as and when required during the electoral process in October 2015.

3. BACKGROUND

The CCE is seeking a contractor to provide social media monitoring and analysis service to assist CCE investigators on specific investigations and detect current and emerging risks to the integrity of the electoral process. The contractor must also provide training and project management support services which includes the development and implementation of CCE's social media monitoring and analysis strategy, training and guidance to CCE's employees prior to and during the next General Election in October 2015.

4. TASKS

The Contractor will:

- provide social media monitoring, analysis and support services;
- ongoing investigative support as required;
- develop and implement a social media monitoring and analysis strategy for real time, geolocated social media content based on
 - keyword searches, in both official languages (French and English)
 - ongoing investigations
- prepare written reports and other documents;
- assist investigators in the collection of evidence, as necessary;
- Retain all originals and copies of notes, documents, reports and other related material or evidence as per CCE and GoC policies;
- may give oral testimony during a judicial proceeding, as necessary;
- assist prosecuting counsel and the legal staff of the CCE with the presentation of electronic evidence in a judicial proceeding, as necessary;
- provide advice on procurement of tools to analyse different platforms (such as Twitter, Facebook, YouTube and Instagram) to assist investigators to:
 - process geo-located data in a consistent and structured format;
 - process data in "real-time" or up-to-the minute;



- process data in both official languages (French and English);
- monitor specific keywords on social media platforms including, but not limited to,
 Twitter, Facebook, Instagram and YouTube;
- change and add keywords when needed (unlimited keywords search capabilities);
- construct simple and complex queries;
- select topics and sources;
- follow specific workflows;
- perform basic analysis and data visualization;
- draw inference from patterns detected;
- detect semantic botnets; generate reports, suitable for senior management, on statistics/social media metrics (data file), including:
 - date and time:
 - trends by topics and keywords;
 - geographical location; and
 - social media source;
- process specific data fields in a CSV (comma-separated value) file format that can easily be integrated into the internal database:
 - date and time;
 - keywords;
 - · geographical location; and
 - social media source.

4.1 EQUIPMENT

The contractor will be provided the use of equipment by the CCE for the purpose of carrying out his or her activities pertaining to the contract; and in compliance with applicable information technology policies.

The contractor shall return the equipment, as instructed by the Project Authority, upon completion of the contract.

5. CONSTRAINTS

The Office of the CCE will be open between 7:00 a.m. and 6:00 p.m. EDT Monday through Friday.

The contractor may be required to be available between 8:00 a.m. and 8:00 p.m. EDT Monday to Friday and weekends during the 42nd General Election.

6. DELIVERABLES

The contractor must provide the following:

- a. CCE social media monitoring and analysis strategy
- b. Briefing notes and findings within a final report per case
- c. Information / evidence gathering in support of ongoing investigations.



d. Monthly status reports that include information on ongoing investigations, briefing notes and findings per case

The contractor must complete the activities relating to CCE social media monitoring and analysis in accordance with the following timeline:

Milestones/ deliverables	Completion Date
Kick-off meeting with the Project Authority	5 calendar days from the contract award date
and work plan as agreed by the contractor	
and Project Authority	
Develop the social media monitoring and	10 calendar days from the contract award date
analysis strategy	
Develop and implement a social media	25 calendar days from the contract award date
monitoring and analysis strategy by defining	
keywords	
Assist with the pre-event monitoring and	45 calendar days from the contract award date
analysis testing	
Assist with the 42 nd general election	During the 42 nd General Election (from the call
monitoring and analysis	of the General Election – start date – to 2 days
	after election day).
Assist investigator in investigating potential	At contract award date and ongoing for the
offence	duration of the contract

7. FORMAT OF DELIVERABLES

The contractor must provide all reports / deliverables to the Project Authority electronically using software compatible with MS Office Suite products or as directed by the Project Authority.

8. LANGUAGE OF WORK

The contractor will be able to read and write in both English and French.

9. LOCATION OF WORK

The Contractor is required to attend meetings at the Commissioner's offices located at 22 Eddy, Gatineau, Quebec.



ANNEX B, SECURITY REQUIREMENTS CHECKLIST (SRCL)

*	Government of Canada		iouvernement u Canada			Contr	act Number / Numéro du contr	rat			
						Security Cla	assification / Classification de	sécurité			
			E DE VÉRIFIC	CURITY REQUIREMENT ATION DES EXIGENCE	S RELATIV	LIST (SRCI 'ES À LA SÉ	L) CURITÉ (LVERS)				
	Overnment Dep			INFORMATION CONTRA	TUELLE	2 Branch o	r Directorate / Direction génér	rale ou	Direct	ion	
Ministère o	u organisme gou	verne	mental d'origine	Services des poursuites	pénales	1	saire aux élections fédérales				
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4. Brief Descr	iption of Work / B	rève	description du tra	vail							\dashv
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	supplier require a								No	П	Yes
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Regulation	ons?			nilitary technical data subjec					Non		Oui
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6. a) Will the s	supplier and its er	mploy	ees require acces	ss to PROTECTED and/or	CLASSIFIED	information or	assets?		No	1	Yes
	isseur ainsi que le the level of acces			accès à des renseignemen	ts ou à des bi	ens PROTEG	ES et/ou CLASSIFIES?		Non	•	Oui
(Précise	r le niveau d'accè	s en	utilisant le tableau	u qui se trouve à la question	7. c)						
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à des rer	nseignements ou	à des	s biens PROTEGI	ES et/ou CLASSIFIES n'es	pas autorise.					,	
6. c) Is this a	commercial couri	er or	delivery requirem serie ou de livrais	ent with no overnight stora on commerciale sans entre	je? posage de nu	it?			No Non		Yes
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	FEGUARDS (SUP ION / ASSETS /		C - MESURES DE ENTS / BIENS	PROTECTION	(FOURNISSEUR)			
premise	es? nisseur sera-t-il ter				SIFIED information on nements ou des bier			No Yes
11. b) Will the	supplier be require		OMSEC informations renseignements or		DMSEC7			V No Yes
PRODUCTION								
occur at Les inst	t the supplier's site of	or premises?			ED and/or CLASSIFII			No Yes Non Oui
INFORMATIO	ON TECHNOLOGY	(IT) MEDIA /	SUPPORT RELATIF	À LA TECHN	OLOGIE DE L'INFOR	(IT) NOITAMS	1 = 1 =	
informat Le four	tion or data? nisseur sera-t-il tenu	d'utiliser ses prop		atiques pour tra	oe or store PROTECT			No Yes Non Oui
Dispose	re be an electronic li era-t-on d'un lien éle nementale?	nk between the su ctronique entre le	pplier's IT systems a système informatiqu	nd the governme du fournisseu	nent department or a ur et celui du ministère	gency? s ou de l'agence		No Non Oui
TBS/SCT 35	50-103(2004/12)		Security Class	ification / Clas	sification de sécurité			Canadä



*	Gove of Ca	nnn nac	nment Gouvernement ada du Canada					Contract Number / Numéro du contrat									
										Secu	rity Classi	ficatio	n / C	lass	ification de sé	curité	
site(s) or Les utilis niveaux o	premise premise ateurs que de sauve comple as des u	ting s. ui re gare ting utilis	mpli de re the t ateu	form sser equis form rs q	c - (suite) manually use at le formulaire aux installation ronline (via the iremplissent	manuell ons du fou e Internet le formula	ement do irnisseur. (), the sun ire en lig	ivent utiliser nmary chart i ne (par Inter	le tableau réc s automaticali	apitulatif y populat ises aux	ci-dessou led by you questions	s pou	r indi	ique	r, pour chaque	e catégori stions.	e, les
Catego	ry	PRC	тесті	ED.		BSIFIED			NATO			Т			COMSEC		
Catégo	rie	PR	OTÉG	É	CL	ASSIFIÉ	Top	NATO	NATO	I NATO	COBNIC		TECTE	-			Top
		A	В	С	CONFIDENTIAL CONFIDENTIAL	SECRET	SECRET	RESTRICTED	CONFIDENTIAL NATO	SECRET	TOP SECRET COSMIC		в		CONFIDENTIAL CONFIDENTIEL	SECRET	SECRET
							SECRET	DIFFUSION RESTREINTE	CONFIDENTIEL		TRES SECRET						Secret
Production												\vdash		_	<u> </u>	-	
IT Media / Support TI		-	_						1	-	-						
IT Link /	TIAN .																
La der If Yes, Dans « Class 12. b) Will t Le dot If Yes, attach	cription , classify l'affirma ssification the documental cumental , classify aments (l'affirma	du to y thin tive on do men tion y thin e.g.	s fo , cla e sé tatio asso is fo SEO	il vis rm t ssif curi n att ciée rm t CRE	ork contained é par la prése y annotating ler le présent té » au haut « ached to this : à la présente by annotating T with Attach ior le présent é » au haut «	the top a formulai t au bas SRCL be LVERS s the top a ments), formulai	S est-elle and botto re en ind du formu PROTEC sera-t-elle and botto fre en ind	m in the are iquant le niv daire. TED and/or (PROTÉGÉE m in the are	ROTÉGÉE el/ a entitled "So reau de sécurion de sécurion de sécurion de sécurion CLASSIFIED? de et/ou CLASSIFIED "So a entitled "So reau de sécurion de sécurio	ou CLAS ecurity C rité dans SFIÉE? ecurity C rité dans	lassificat la case ii lassificat la case ii	ion" :	and i			No Non Non Non	Yes Oui Yes Oui
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Security Classification / Classification de sécurité



TBS/SCT 350-103(2004/12)

Canadä

ANNEX C, NON DISCLOSURE AGREEMENT

l,, red	cognize that in the c	ourse of my work	as an emplo	yee or
subcontractor of	, I may be give	n access to inform	nation by or	on behalf of
Canada in connection with	the Work, pursuant	to Contract Numb	oer	between Her
	ng any information tl	hat is confidential	or proprieta	ry to third parties,
and information conceived,				
the purposes of this agreer				
instructions, guidelines, dain printed form, recorded el				
or sensitive, that is disclose				
performance of the Contract				
the Canada Elections Act v				
neither the Commissioner				
disclose any information re				
exercise of their powers or				
including information that re	eveals or from which	n may be inferred	the name of	the complainant, if
any, the person whose con	duct is being investi	gated or any witne	ess.	
I agree that I will not reprodu whatever way or form any i employed by Canada on a necessary and appropriate issued by Canada, to preve this agreement.	information describe need to know basis. measures, including	d above to any pe . I undertake to sa g those set out in a	erson other t Ifeguard the any written o	han a person same and take all or oral instructions
I also acknowledge that an must be used solely for the a third party, as the case m	purpose of the Con			
I agree that the obligation of	of this agreement wil	I survive the comp	pletion of the	Contract Number:
	-			
Signature		Date		





ANNEX D, VENDOR INFORMATION AND AUTHORIZATION FORM

1.0 Firm Organization's Profile

You are requested to provide the certificate of incorporation and provide the information listed below:

Legal Corporate Name of tr							
Operating as: (if applicable)	l						
Contact Person:			Title:				
Telephone:	Facsimile:						
E-Mail Address:							
Complete Address:							
Registered or Incorporated:	Federally: Yes N	lo 🗌	Provincially: Yes No				
Sole Proprietorship	Partnership	Corp	orate Entity				
Business Number_ Procurement Business Num Owner(s) of the Firm:	nber:						
2.0 List of Proposed Sul	bcontractors						
be performed and the locati purchase of off-the-shelf ite	description of the thir ion of the performand ms, software and sud ufacturers in the norr	ngs to be be of that ch standa mal cours	purchased, a description of the work to work. The list should not include the ard articles and materials as are se of business, or the provision of such				
☐ Yes, Subcontractors will ☐ No, Subcontractors will r		low.					
Subcontractors:							
Name/Company	Address:		Description of work				

