



Government of Canada

Gouvernement du Canada

Commissioner of Canada Elections

Commissaire aux élections fédérales

RETURN BIDS TO:
RETOURNER LES
SOUSSIONS À:
Public Prosecution Service of Canada
Services des poursuites pénales du Canada
acquisitions@ppsc-sppc.gc.ca
 Attn: Franca Reitano

REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION

Proposal To: Public Prosecution Service of Canada

We hereby bid 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: Services des poursuites pénale du Canada

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux 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

Public Prosecution Services of Canada
 Services des Poursuites pénales du Canada
 Acquisitions Division
 284 Wellington Street
 Place Bell Centre, 8th Floor
 Ottawa, ON K1A 0H8

Title – Sujet	
Investigative Services	
Solicitation No. – N° de l’invitation	Date
PPSC-1000019729	February 18, 2016
Solicitation Closes – L’invitation prend fin at – à	Time Zone
2:00 PM	Fuseau horaire
on – March 30, 2016	EST
F.O.B. - F.A.B.	
Plant-Usine: <input type="checkbox"/>	Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>
Address Enquiries to: - Adresser toutes questions à :	
acquisitions@ppsc-sppc.gc.ca	
Telephone No. – N° de téléphone :	
613-668-9501	
Destination – of Goods, Services, and Construction:	
Destination – des biens, services et construction :	
See Herein	
Delivery required - Livraison exigée	
See Herein	
Vendor/firm Name and address	
Raison sociale et adresse du fournisseur/de l’entrepreneur	
Facsimile No. – N° de télécopieur	
Telephone No. – N° de téléphone	
Name and title of person authorized to sign on behalf of Vendor/firm	
Nom et titre de la personne autorisée à signer au nom du fournisseur/de l’entrepreneur	
(type or print)/ (taper ou écrire en caractères d’imprimerie)	
Signature	Date



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Request for Proposal Number: 1000019729

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PART 1 - GENERAL INFORMATION

1. Security Requirement

1.1. At date of Request For Proposal (RFP) closing, the following conditions must be met:

1.1.1. the Bidder, if an individual, or its proposed resource requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 5 – Contract;

1.1.2. the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.

2. Summary

The Commissioner of Canada Elections' (the Commissioner) duty pursuant to section 509.2 is to ensure that the *Canada Elections Act* is complied with and enforced. Accordingly, the Commissioner is responsible for the investigation of offences and the laying of charges under the *Canada Elections Act*.

Pursuant to section 513 of the *Canada Elections Act*, the Commissioner has the authority to incur any expenses, where he considers it to be in the public interest to do so, in relations to inquiries, injunctions or compliance agreements.

As such, to support the Commissioner's statutory mandate, Canada, on behalf of the Commissioner, requires the professional services of individuals with investigative expertise to conduct investigations.

Canada is seeking to establish up to three (3) Contracts for unilingual investigative services and up to five (5) Contracts for bilingual investigative services on an "as and when requested" basis, as defined in Annex A, Statement of Work for five (5) years from Date of Award to June 30, 2021 including four (4) one (1) year options. Bidders may submit proposals for one (1) or both streams identified.

3. Debriefings

After the issuance of the Contract the Bidder may request a debriefing on the results of the Contract process. The Bidder should make the request to the Contract Authority within fifteen (15) working days of receipt of the results of the solicitation process. The debriefing may be in writing, by telephone, or in person.

4. 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), the Agreement on Internal Trade (AIT), the Canada-Chile Free Trade Agreement, the Canada-Colombia Free Trade Agreement, the Canada-Peru Free Trade Agreement and the Canada-Panama Free Trade Agreement.



PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

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

The [2003](#) (2015-07-03) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

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

3.2 Bidders should reference as accurately as possible the numbered item of the RFP 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 Bidders 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

4.1 Any resulting contracts must be interpreted and governed, and the relations between the parties determined, by the laws in force in Quebec, subject always to any paramount or applicable federal laws.

4.2 Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by indicating in their bid the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the laws of Quebec are acceptable to the Bidders.

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5. Basis for Canada's Ownership of Intellectual Property

Canada has determined that any intellectual property rights arising from the performance of the Work under the Contract will belong to Canada, on the following grounds:

- 5.1** the Bidder, by submitting a bid, declares that it is not interested in owning the Intellectual Property Rights in Foreground Information.



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 (1 electronic copy)
- Section II: Financial Bid (1 electronic copy)
- Section III: Certificates (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 8.5 x 11 inch (216 mm x 279 mm) paper; and
- (b) use a numbering system that corresponds to the RFP.

2. Section I – Technical Bid

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the RFP and explain how they will meet the requirements of the SOW and carry out the Work in a thorough, concise and clear manner.

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

3. Section II – Financial Bid

Bidders must submit their financial bid in accordance with the Pricing Table below. The total amount of applicable sales tax must be shown separately, if applicable.

Bidders should include the following information in their financial bid by completing Annex F – 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 bids must clearly identify the personnel proposed. Proposed hourly rates must be in Canadian dollars.

The Bidder's hourly 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).

The Bidder must use the appropriate table(s) included for each Stream they are proposing in their financial bid.

3.1. Bidder Price

All prices indicated in the Pricing Table must be in Canadian Dollars; include amounts representing Canadian custom duties and excise taxes, where applicable; and exclude the applicable sales tax.

3.2. Volumetric Data

The volumetric data included in the Pricing Table detailed at Annex B, is provided for bid evaluated price determination purposes only. They are not to be considered as a contract guarantee.

3.3. Financial Table

Bidders must provide a firm hourly rate for the initial contract period of the Contract and for the four (4) option years.

The firm hourly rate must include all costs to provide the Work outlined in the Statement of Work for the Initial Term and the option period. Without limiting the generality of the foregoing, hourly rates shall be all-inclusive and include all necessary labour, profit, training, travel time, and Canadian custom duties and excise taxes, where applicable.

3.3.1. For the Initial Term, the hourly rate will be multiplied by the specified quantity in column B. The Bidder must identify an estimated value for other direct expenses which may occur during this period of the Contract. The sum of such calculation will be the evaluated price for the "TOTAL Initial Term" (column D);

Example:

Initial Term	Estimated Level of Effort	Firm All-Inclusive Hourly Rate Investigative Services	Sub-Total (Column B x Column C) = Column D
Column A	Column B	Column C	Column D
Initial Contract Term Effective date to June 30, 2017	2700 hours	\$20.00	\$54,000
Estimated Other Direct Expenses			\$1,000
TOTAL Initial Term = Column D			\$47,000

3.3.2. For the Option Period, the price for each option year of the Contract (column C1 – Option Year 1 – Option Year 2) will be multiplied by the specified quantity in column B1.

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The Bidder must identify an estimated value for other direct expenses which may occur during the extended period of the contract. The sum of such calculation will be the evaluated price for the “TOTAL Option Periods” (column D1); and

Example:

Option Period	Estimated Level of Effort	Firm All-Inclusive Hourly Rate Investigative Services	Sub-Total (Column B1 x Column C1) = Column D1
<i>Column A1</i>	<i>Column B1</i>	<i>Column C1</i>	<i>Column D1</i>
Option Year 1 July 1, 2017 to June 30, 2018	1800 hours	\$27.00	\$48,600
Option Year 2 July 1, 2018 to June 30, 2019	1800 hours	\$30.00	\$54,000
Estimated Other Direct Expenses			\$3,000
TOTAL Option Periods = Column D1 (Option Year 1, 2 and Other Direct Expenses)			\$105,600

3.3.3. The “Bid Price” will be the sum of the “TOTAL Initial Term” and the “TOTAL Option Period”.

Example:

TOTAL Initial Term = Column D	\$54,000
TOTAL Option Periods = Column D1 (Option Year 1 and 2)	\$105,600
BID PRICE (Total Initial Term + Total Option Period)	\$159,600

4. Section III – Certifications

Bidders must provide the required certifications to be issued a Contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested.

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 Bidder 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 evaluation period or during the Contract period.

The Contract 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 Contract Authority may render the bid non-responsive or constitute a default under the Contract.

4.1. Certifications Required with the Bid

4.1.1. 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 [2006](#) (2015-07-03). The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

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4.1.2. Avoidance of Political Partisanship

4.1.2.1. 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.

4.1.2.2. The certification 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.

4.1.3. *Privacy Act and Personal Information Protection and Electronic Documents Act*

4.1.3.1. The Bidder hereby certifies that it has reviewed the requirements of this RFP, the Contract 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.

4.1.4. 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 Contract Authority will render the bid non-responsive.

4.1.4.1. Status and Availability of Resources

SACC *Manual* clause [A3005T](#) (2010-08-16) Status and Availability of Resources

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4.1.4.2. Education and Experience

SACC Manual clause [A3010T](#) (2010-08-16) Education and Experience

4.2. Certifications Precedent to Contract Award and Additional Information

4.2.1. Federal Contractors Program for Employment Equity - Bidder 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.

4.2.2. 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.

1. 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.

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2. 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](#).

3. Work Force Adjustment Directive

Is the Bidder a FPS who received 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:

- (i) name of former public servant;
- (ii) conditions of the lump sum payment incentive;
- (iii) date of termination of employment;
- (iv) amount of lump sum payment;
- (v) rate of pay on which lump sum payment is based;
- (vi) period of lump sum payment including start date, end date and number of weeks;
- (vii) 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.

4.3. Direct Deposit

The Contractor must complete and submit to the Contracting Authority the Recipient Electronic Payment Registration Request Form at Annex G at bid closing. The form can also be obtained from the Department of Justice internet site at <http://www.justice.gc.ca/eng/contact/enrol-inscri.html>.

4.4. Integrity Provisions – List of Names

Pursuant to subsection List of Names of section 01 of the Standard Instructions, Bidders who are incorporated or a sole proprietorship, including those bidding as a joint venture, must submit a complete list of names of all individuals who are currently directors of the Bidder, or the name of the owner(s), as applicable. Bidders bidding as societies, firms or partnerships do not need to provide lists of names. Consult sections [4.21](#), [5.16](#) and [8.70.2](#) of the Supply Manual for additional information.

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Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder.

Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).

Bidders bidding as societies, firms or partnerships do not need to provide lists of names.



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. General Evaluation Procedures

1.1 Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria. There are several steps in the evaluation process, which are described below. Even though the evaluation and selection will be conducted in steps, the fact that Canada has proceeded to a later step does not mean that Canada has conclusively determined that the Bidder has successfully passed all the previous steps. Canada may conduct steps of the evaluation in parallel.

1.2 An evaluation team composed of representatives of Canada will evaluate the bids.

2 Phase 1 - Technical Evaluation

2.1 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.

The table below lists the Mandatory Criteria applicable for both streams of this requirement.

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.			
The Bidder may propose up to three (3) resources for the requirement.			
Number	Mandatory Technical Criterion	MET / NOT MET	Cross Reference to Proposal
MT1 Education and Credentials	The Bidder or, if not an individual, the proposed resource, must have obtained: <ul style="list-style-type: none"> (i) a degree from a recognized university; or (ii) a diploma or certificate from a post-secondary institution in an area related to law enforcement (i.e. Law, Police Science, Criminology, etc.); or (iii) a police basic training from a provincial or a municipal police force or the Royal Canadian Mounted Police (i.e. Depot 		

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	<p>Division) or</p> <p>(iv) Professional Designation in any of the following accounting designations: CA, CMA or CGA; and</p> <p>(v) Accredited as a Certified Fraud Examiner (CFE)</p> <p>A copy of the degree, diploma or certificate, or with respect to item (iii), proof acceptable to Canada, must be included in the bid.</p>		
<p>MT2 Police Records Check</p>	<p>The Bidder must provide a Police Records Check, which was obtained within the last six (6) months from the RFP closing date or proof that a Police Records Check has been requested within such time frame. The Police Records Check must demonstrate that either the Bidder, or if not an individual, the proposed resource, has no criminal convictions, outstanding entries, probation and prohibitions orders, and criminal charges (whether stayed, withdrawn or dismissed) that, in the opinion of the Commissioner, will prevent the Bidder, or if not an individual, the proposed resource, from carrying out the Work.</p> <p>The Crown will accept a Top Secret and Indoctrinated Security Clearance as an equivalent to a Police Record Check.</p>		
<p>MT3 Experience – Commercial or Economic Criminal Investigation</p>	<p>The Bidder must demonstrate, using client references, that he/she or, in the event that the Bidder is not an individual, that the proposed resource, has a minimum of sixty (60) months experience as of the RFP closing date in conducting complex commercial or economic criminal investigation.</p> <p>In the event that the investigative work done was of a confidential nature, each client reference must contain the following information:</p> <ol style="list-style-type: none"> 1. General description of the client organization, contact person name, telephone number, regular and email addresses; 2. Number of years and months that commercial or economic criminal investigation services were provided and the month/year of the start and end date; and 		



	<p>3. General description of the commercial or economic investigation services rendered</p>		
<p>MT4 Conducting Various Steps of an Investigation</p>	<p>The Bidder must demonstrate, that he/she or, in the event that the Bidder is not an individual, that the proposed resource, has:</p> <ul style="list-style-type: none"> a) drafted a minimum of two (2) applications for judicial authorizations; and b) supported a prosecution, either in preparing a case for court or in testifying at trial; and c) conducted interviews of suspects in criminal investigations. <p>The Bidder must provide one client reference for each application in item a) and one client reference for item b), Each client reference must contain the following information:</p> <ul style="list-style-type: none"> a) client organization name, contact person name, telephone number, regular and email addresses; and b) description of the services rendered which are listed in this MT4. 		
<p>MT5</p>	<p>The bidder must provide, at time of bid, a valid Government of Canada security clearance at the Secret (Level II) level for him/her or, in the event that the Bidder is not an individual, the proposed resource. The following information must be provided with the proposal:</p> <ul style="list-style-type: none"> • Full name • File number • Security level • Expiration date 		

3 Phase 2 – Point Rated Technical Criteria (RT)

Each Technical Bid that meets all the Mandatory Requirements specified above will be evaluated and scored in accordance with the following point-rated evaluation criteria table(s). Each point rated technical criterion will be addressed when the Bidder is invited to participate in the next phase.

The table below lists the rated criteria to be used to assess the technical element of the proposal applicable to both streams.

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A score of zero will be awarded for each technical criterion that has not been completed by the Bidder.

For the purpose of the point rated 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.

The following rating scale will be used to evaluate the rated technical criteria for all bids.

3.1 Phase 2 (Part 1) – Written Evaluation

Number	Point Rated Technical Criterion	Bid Preparation Instructions	Weighting (Points)
RT1.1 Written Criteria – Stream 1- Unilingual English	To be assessed at the written portion of Phase 2 of the evaluation. The Bidder, or if not an individual, its proposed resource, will be provided with a fictional scenario that will require the preparation of a written response in English.	The Bidder, or if not an individual, its proposed resource, will be provided 60 minutes to prepare a written response. The Bidder, or if not an individual, the proposed resource, must write in a logical, coherent, well-structured grammatically-correct and consistent flow.	Maximum of 20 points To a maximum of five (5) points for each of the following: (i) Clarity and structure; (ii) Grammar; (iii) Tone; (iv) Logic Each evaluated as follows*: Excellent – 5 points Very Good – 4 points Good – 3 points Poor – 2 points Unsatisfactory – 0 points
RT1.2 Written Criteria – Stream 2- Bilingual	To be assessed at the written portion of Phase 2 of the evaluation. The Bidder, or if not an individual, its proposed resource, will be provided with a fictional scenario that will require the	The Bidder, or if not an individual, its proposed resource, will be provided 120 minutes to prepare two written responses (one in French and one in English). The Bidder, or if not an individual, the proposed resource, must write in a logical,	Maximum of 20 points To a maximum of five (5) points for each of the following: i) Clarity and structure; ii) Grammar; iii) Tone;

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	preparation of a written bilingual response.	coherent, well-structured, grammatically-correct and consistent flow.	<p>iv) Logic</p> <p>Each evaluated as follows*:</p> <p>Excellent – 5 points Very Good – 4 points Good – 3 points Poor – 2 points Unsatisfactory – 0 points</p>
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***Criteria Weight Definitions**

The following terms used in the point rated written evaluation detailed above are defined as follows:

Excellent (5 pts)

The Bidder, if an individual, or its proposed resource level of competence for this criterion is exceptional and should ensure an extremely efficient result for this aspect of the job.

Very good (4 pts)

The Bidder, if an individual, or its proposed resource level of competence for this criterion is above average and more than satisfactory to ensure an efficient result for this aspect of the job.

Good (3 pts)

The Bidder, if an individual, or its proposed resource level of competence for this criterion is acceptable and meets the minimum requirements for this aspect of the job.

Poor (2 pts)

The Bidder, if an individual, or its proposed resource level of competence for this criterion is poor for this aspect of the job.

Unsatisfactory (0 pts)

The Bidder, if an individual, or its proposed resource level of competence for this criterion does not meet our requirements for this aspect of the job.

3.2 Phase 2 (Part 2) – Interview Evaluation

The Interview Evaluation criteria shall apply to both streams requested under this RFP.

Number	Point Rated Technical Criterion	Bid Preparation Instructions	Weighting (Points)
RT2.1	Knowledge and experience in preparing and conducting investigations or phases of investigations.		<p>Maximum of 10 points</p> <ol style="list-style-type: none"> Response shows very good knowledge and experience = 100% Response shows good knowledge and experience = 70%



			<p>3. Response shows limited knowledge and experience = 40%</p> <p>4. Response shows poor knowledge and experience = 0%</p>
RT2.2	Knowledge and experience in preparing judicial authorizations such as production orders and search warrants.		<p>Maximum of 10 points</p> <p>1. Response shows very good knowledge and experience = 100%</p> <p>2. Response shows good knowledge and experience = 70%</p> <p>3. Response shows limited knowledge and experience = 40%</p> <p>4. Response shows poor knowledge and experience = 0%</p>
RT2.3	Knowledge and experience in conducting interviews and taking a statement of a suspect or witness.		<p>Maximum of 10 points</p> <p>1. Response shows very good knowledge and experience = 100%</p> <p>2. Response shows good knowledge and experience = 70%</p> <p>3. Response shows limited knowledge and experience = 40%</p> <p>4. Response shows poor knowledge and experience = 0%</p>
RT2.4	Ability to communicate effectively orally.		<p>Maximum of 10 points</p> <p>1. Response shows very good oral communication abilities = 100%</p> <p>2. Response shows good oral communication abilities = 70%</p> <p>3. Response shows limited oral communication abilities = 40%</p> <p>4. Response shows poor oral communication abilities = 0%</p>

***Criteria Weight Definitions**

The following terms used in the point rated interview evaluation detailed above are defined as follows:

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Very good (100%)

Interview response demonstrates an excellent understanding of the related requirements. Exceeds expectations, provides an excellent opportunity of success and demonstrates the ability of the Bidder to easily achieve the requirements.

Good (70%)

Interview response demonstrates a good understanding of the requirement. Meets minimum expectations, provides an opportunity of success and demonstrates the ability of the Bidder to achieve the requirements.

Limited (40%)

Interview response demonstrates a limited understanding of the requirement. Does not address all expectations, provides a limited opportunity of success and demonstrates the ability of the Bidder to achieve some but not the entire requirement.

Poor (0%)

Interview response does not demonstrate that the Bidder understands the requirement. Does not meet expectations, does not provide an opportunity of success and does not demonstrate the ability of the Bidder to achieve the requirements or no answer provided.

3.3 Reference Checks

- (a) With respect to the client references provided by Bidder, if an individual, or its proposed resource for mandatory and point rated technical evaluation criteria, Canada may decide to contact all client references for all mandatory technical evaluation criteria or those for only specific mandatory technical evaluation criteria. If it so decides, the client references of all Bidders for those identified mandatory technical evaluation criteria will be contacted.

Canada will make only three (3) attempts over a maximum of five (5) Business Days from the first attempt to contact a client reference provided with the Bidder's bid (the "Original Contact Info"). If Canada is not successful in reaching a client reference after three (3) attempts using the Original Contact Info, the Contract Authority may contact the Bidder for alternate contact information for that same client reference. Canada will make only three (3) attempts over a maximum of five (5) Business Days from the first attempt to contact a client reference alternate contact information. The Bidder will not be permitted to submit a different client reference after the RFP closing date.

If Canada is unsuccessful in obtaining a response from a client reference (either through the Original Contact Info or the alternate contact information), after making such attempts, the bid will be deemed non-responsive and will not be given further consideration.

For greater certainty, the Bidder will only be given the opportunity to provide alternate contact information one time for each client reference.

- (b) If at any time during the reference check, Canada determines that the Bidder has not met a mandatory technical evaluation criterion, the Bidder's bid will be deemed non-responsive and will not be given further consideration.

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4 Basis of Selection

4.1 The evaluation and selection process will be conducted in the following phases:

- Phase 1 – Mandatory Evaluation
- Phase 2 – Interview and Written Evaluation
- Phase 3 – Financial Evaluation
- Phase 4 – Determination of Highest Ranked Bidder(s)

In the event evaluators are made aware of information in one Phase that contradicts information contained in a previous Phase, evaluators reserve the right to re-evaluate that portion of the previous Phase and adjust the previously adjudicated score accordingly. If such re-evaluation results in the Bidder's proposal being non-responsive for the re-evaluated Phase, the bid will be assessed as non-responsive and given no further consideration.

4.2 To be declared responsive, a bid must:

- a) comply with all the requirements of the RFP; and
- b) meet all mandatory technical evaluation criteria (phase 1); and
- c) obtain the required minimum of **70%** for each part of phase 2 (written evaluation and interview respectively).

4.3 Bids not meeting (a) or (b) or (c) will be declared non-responsive.

4.4 Phase 2 – Interview and Written Evaluation

In Phase 2, the bids that passed Phase 1 will be evaluated against the interview evaluation criteria and written evaluation. The following should be noted:

- (a) The interview and written evaluation will be conducted according to each Stream as follows:
 - Stream 1 – Unilingual, the bidder, if an individual, or its proposed resource will be required to complete a written evaluation in English
 - Stream 2 – Bilingual, the Bidder, if an individual, or its proposed resource will be required to complete two written evaluations: one in English and one in French. If Canada, at his sole discretion, determines that the Bidder, if an individual, or its proposed resource is not Bilingual, the Bidder, if an individual, or its proposed resource bid will be deemed non-responsive and will not be given further consideration.
- (b) The Bidder, if an individual, or its proposed resource must have a minimum of 70% for the interview and 70% for the written evaluation. The total of both of these parts is the Technical Bid Score. The Bidder, if an individual, or its proposed resource will be provided five Business Days' notice by the Contract Authority to make any travel arrangements (at the Bidder, if an individual, or its proposed resource sole cost) to attend the interview and written evaluation, which will take place in Gatineau, Quebec. If the Bidder, if an individual, or its proposed resource is unable to attend the interview and written evaluation at the time, date and place set out in the notice, the bid will be deemed non-responsive and will not be given further consideration.



- (c) There will not be any costs incurred to Canada for the purposes of completing Phase 2 of the evaluation process.

4.5 Phase 3 - Financial Evaluation

SACC Manual Clause [M0220T](#) (2013-04-25), Evaluation of Price

4.6 Phase 4 – Determination of Highest Ranked Bidder for Rotational Purposes

In Phase 4, a combined evaluation score for those bids that passed Phases 1 and 2 and that are responsive bids (the “Phase 4 Bids”) will be determined in accordance with the following formula:

$$\frac{\text{Technical Bid Score} \times 70}{100} + \frac{\text{Lowest Price} \times 30}{\text{Bid Price}} = \text{COMBINED Evaluation Score}$$

The “Combined Evaluation Score” will be used to determine the ranking of the bids.

For the purpose of the formula, the “Lowest Price” will be the lowest financial evaluation price identified as the “Bid Price”.

The 3 Unilingual Bidder, if an individual, or its proposed resource and 5 Bilingual Bidder, if an individual, or its proposed resource with the highest Combined Evaluation Score will be considered for the issuance of a Contract.



PART 5 – RESULTING CONTRACT CLAUSES

1. Security Requirement

- 1.1. The Contractor, if an individual, or its proposed resource must, at all times during the performance of the Contract, hold a valid Security Clearance at the level of **SECRET**, issued or approved by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC) or by the Public Prosecution Service of Canada's Security Services.
- 1.2. The Contractor **MUST NOT** remove any **CLASSIFIED** or **PROTECTED** information from the identified work site(s).
- 1.3. The Contractor must comply with the provisions of the:
 - a) Security Requirements Check List attached at Annex "C"; and
 - b) Industrial Security Manual (Latest Edition).

2. Statement of Work

The bidder 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 [Standard Acquisition Clauses and Conditions Manual](#) issued by Public Works and Government Services Canada.

3.1 General Conditions

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

3.2 Amendments to the General Conditions

- 3.2.1 **Section 04, Status of the Contractor** of the [General Conditions](#) incorporated by reference above are hereby amended by inserting the following sentence:

Notwithstanding the foregoing, in accordance with subsection 511(3) of the CEA, the Commissioner will, under the terms of this contract, charge the Contractor, if an individual, or its proposed resource with duties relating to the enforcement of the CEA and, as such, the Contractor, if an individual, or its proposed resource will be deemed to be a public officer for the purposes of Section 487 of the *Criminal Code*.

- 3.2.2 **Section 06, Subcontracts** of the [General Conditions](#) incorporated by reference above is deleted in its entirety and replaced with the following:

- 3.2.2.1 The Contractor is not required to obtain consent for subcontracts specifically authorized in the Contract. Subject to Subsections 2.2.2.2. and 2.2.2.3, the Contractor may also without the consent of the Contracting Authority:

- a) purchase "off-the-shelf" items and any standard articles and materials that are ordinarily produced by manufacturers in the normal course of business;

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- b) subcontract any services that form part of the Work if it is customary in the carrying out of similar contracts; and,
- c) permit its subcontractors at any tier to make purchases or subcontract as permitted in paragraphs (a) and (b).

3.2.2.2 For the purpose of this Contract, the Contractor, if an individual, or its proposed resource shall not subcontract any part of the Work associated with the investigative functions described in the Statement of Work whether or not such subcontracting may be considered customary in the carrying out of similar contracts.

3.2.2.3 For greater certainty, the Contractor, if an individual, or its proposed resource shall not engage the services of legal counsel in respect to any part of the Work associated with the investigative functions described in the Statement of Work.

3.2.3 Section 18, Confidentiality of the General Conditions incorporated by reference above is deleted in its entirety.

3.3 Supplemental General Conditions

3.3.1 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 Canada.

4. Term

4.1. Term of the Contract

The Contract period will be from Date of Award to June 30, 2017 (the "Initial Term").

4.2. Option to Extend

4.2.1. The Contractor will grant to the Commissioner an irrevocable option to extend the Term of the Contract by four (4) additional period of one (1) year under the same terms and conditions.

4.2.2. The Commissioner may exercise this option at any time by sending a written notice to the Bidder before the Contract expiry date or any extension thereof.

4.2.3. The option to extend the Term of the Contract may be exercised only by the Contract Authority.

5. Authorities

5.1. Contract Authority (on behalf of the Commissioner of Canada Elections)

The Contract Authority for the Contract is:

Name: Franca Reitano
Title: Sr. Acquisition Officer
Address: 284 Wellington Street
Place Bell Centre, 8th Floor
Ottawa, Ontario K1A 0H8

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Telephone: 613-668-9501
Facsimile: 613-941-9398
E-mail address: franca.reitano@ppsc-sppc.gc.ca

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

5.2. Project Authority

The Project Authority for the Contract is:

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

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

The Project Authority named above is the representative of Canada 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 be made only through a revision of the Contract issued by the Contract Authority.

5.3. Technical Authority

The Technical Authority for the Contract is:

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

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 between the Contractor and Canada is:

<Contractor to provide name, title, telephone number, facsimile number and e-mail address of its representative>

Name:
Title:
Address:
Telephone:
Facsimile:

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E-mail address

6. Payment

6.1 Basis of Payment

6.1.1 The Contractor will be paid firm hourly rates as identified in Annex B Pricing Schedule, for work performed in accordance with the Contract. Customs duties are included and Applicable Taxes are extra.

6.2 Travel and Living Expenses

6.2.1 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, private vehicle and incidental expense allowances specified in Appendices B, C and D of the [Treasury Board Travel Directive](#), and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

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

Maximum Cost: \$ _____ *(to be completed at contract award)*

6.3 Limitation of Expenditure

6.3.1 Canada's total liability to the Contractor under the Contract must not exceed \$ _____ *(to be completed at contract award)*. Customs duties are included and Applicable Taxes are extra.

6.3.2 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.

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. **Monthly Payment**
SACC Manual clause [H1008C](#) (2008-05-12) Monthly Payment.

6.4 SACC Manual Clauses

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

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ID	Date	Title
4008	2008-12-12	Personal Information
A9116C	2007-11-30	T1204 Information Reporting by Contractor
A7017C	2008-05-12	Replacement of Specific Individuals
B9028C	2007-05-25	Access to Facilities and Equipment
A9068C	2010-01-11	Government Site Regulations
C0711C	2008-05-12	Time Verification

7 Invoicing Instructions

7.1 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.

7.2 Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
- b. a copy of the release document and any other documents as specified in the Contract;
- c. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses, if any;
- d. a copy of the monthly progress report.

7.3 Invoices must be distributed as follows:

- a. One (1) copy must be forwarded to the following address for certification and payment.

ATTN: Financial and Administrative Assistant
Office of the Commissioner of Canada Elections
22 Eddy Street
Gatineau, QC J8X 2V6

8 Insurance Requirements

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

9 Contractor's Resources

The Contractor 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 Contractor is unable to provide the services of an individual named in its bid, the Contractor may propose a substitute with similar qualifications and experience. The Contractor 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 Contractor: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

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

10 Code of Conduct

10.1 Undertaking

If the Contractor is an individual, he/she shall sign the undertaking in the form attached hereto as Annex D – Template Undertaking – Code of Conduct.

If the Contractor provides a resource meeting all Technical Criteria, the Contractor shall cause such resource to sign an undertaking in the form attached hereto as Annex D and deliver such signed undertaking to the Contract Authority within 15 Business Days of the Effective Date.

The Contract Authority, in his sole discretion, may terminate the Contract and any Contract for default in accordance with Section 13 of [2005](#) - General Conditions - Contracts - Goods or Services:

- a) if the undertaking is not provided within the time frame requested; or
- b) when the Contract Authority becomes aware of facts that, in his opinion, consist of a breach of the undertaking.

10.2 Annual Police Records Check

The Contractor shall provide to the Project Authority within 15 Business Days of the Effective Date and each yearly anniversary thereafter:

- a) if the Contractor is an individual, a Police Records Check in his or her name; or
- b) if a resource is identified in section 9, Contractor's Resource of the Resulting contract Clauses, a Police Records Check in the name of such resource

The Contract Authority may, in his sole discretion, terminate the Contract and any Contract for default in accordance with Section 13 of [2005](#) - General Conditions - Contracts - Goods or Services:

- a) if the Police Records Check is not provided within the timeframe requested; or,
- b) if, upon reviewing the Police Records Check, he determines in his sole opinion, that there is a breach of the undertaking referred to in the Avoidance of Political Partisanship certification.

10.3 Disclosure

The Contractor shall disclose to the Technical Authority any information that, in the opinion of a reasonable person, could be considered a breach of the undertaking referred to in Section 10.1.

If the Senior Director of Investigations is of the view that the information disclosed pursuant to this section may prevent the Contractor from performing the Work, he may advise the Project Authority of such information. The Contract Authority may, in his sole discretion, terminate the Contract and any Contract for default in accordance with Section 13 of [2005](#) - General Conditions - Contracts - Goods or Services.



11 Priority of Documents

The following documents are attached to and form an integral part of this Contract. If there is a discrepancy between the wordings 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.

1. The articles of the Contract;
2. [2010B](#) (2015-09-03), General Conditions - Professional Services (Medium Complexity);
3. Annex A – Statement of Work;
4. Annex B – Pricing Table;
5. Annex C – Security Requirements Check List;
6. Annex D – Undertaking – Code of Conduct; and
7. the Contractor's bid, dated _____

12 Certifications

12.1 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.

13 Proactive Disclosure of Contracts with Former Public Servants

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

14 Applicable Laws

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

15 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 Project Authority before they are given access to information by or on behalf of Canada in connection with the Work.



Appendix A – Statement of Work

1. Title

Investigative Services

2. Definitions

Unless the context clearly requires otherwise, the capitalized terms used in the Statement of Work (SOW) shall have the definitions assigned to them as per below. These definitions shall apply equally to both the singular and plural forms of the terms defined, and words of any gender shall include the other gender when appropriate.

Electoral Event means a federal general election, federal by-election or federal referendum;

Field Personnel may include individuals holding the following positions: returning officer (RO), assistant returning officer (ARO), additional assistant returning officer (AARO), recruitment officer, receptionist, revision supervisor, revising agent, automation coordinator (AC), training officer, special ballot coordinator (SBC), office coordinator, community relations officer (CRO), office clerk, central poll supervisor (CPS), deputy returning officer (DRO), Poll Clerk (PC), Registration Officer (RegO), Information Officer (IO); any other election officers appointed pursuant to section 22 of the *Canada Elections Act*; contractors acting in the capacity of field liaison officers (FLO); or other individuals as determined by Elections Canada.

3. Background and Objectives

3.1. Commissioner of Canada Elections

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.

3.2. Investigations and Prosecutions

If the Commissioner believes on reasonable grounds that an offence under the CEA has been committed, the Commissioner may refer the matter to the Director of the Public Prosecution (DPP), who decides whether to initiate a prosecution. The DPP initiates and conducts prosecutions on behalf of the Crown with respect to any offences under the CEA and the *Referendum Act*, as well as any appeal or other proceeding related to such a prosecution. If the PPSC decides to initiate a prosecution, the PPSC asks the Commissioner to lay sworn information in writing before a justice, as defined in section 2 of the *Criminal Code*.

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No prosecution for an offence may be instituted by a person other than the Director of Public Prosecutions (DPP) without the DPP's prior consent.

3.3. **Project Background and Objective**

The Office of the Commissioner of Canada Elections (OCCE) requires the professional services of a resource to conduct investigations pursuant to the CEA and the *Referendum Act*. A cadre of full time investigators has been established in Gatineau, Quebec that carries out investigations. The complement of indeterminate staff can at times be insufficient to deal with pressing investigative needs. For this reason, the OCCE requires the professional services of unilingual and bilingual resources on an 'as and when requested' basis to carry out inquiries and conduct investigations in all regions of Canada. The resource must be ready, willing and able to provide immediate support to the OCCE as the situation dictates.

Investigations enable the OCCE to carry out its mandate of ensuring that the CEA is complied with and enforced.

4. **Scope of Work**

4.1. **Services**

The resource on an 'as and when requested' basis will carry out inquiries and conduct investigations in accordance with the OCCE Investigators Manual. This may include the following:

- 4.1.1. Conduct interviews and take written or audio recorded statements from complainants, respondents, Field Personnel and others.
- 4.1.2. Seize and preserve evidence.
- 4.1.3. Prepare written reports and other documents.
- 4.1.4. Submit all originals and copies of notes, documents, reports and other related material or evidence.
- 4.1.5. Attend before a Justice, counsel or other officer to obtain any order or other authority from a Court to effect compliance and/or enforcement of the CEA.
- 4.1.6. Assist prosecuting counsel and the legal staff of the OCCE with respect to any prosecution under the CEA or related statutes.
- 4.1.7. As needed, seek input from the Technical Authority.

4.2. **OCCE Investigators manual**

- 4.2.1. The resource will be required to provide the services outlined above in accordance with the OCCE Investigators Manual. This manual will be provided to them after they have been called up.
- 4.2.2. The resource acknowledges that the OCCE Investigators Manual may be amended from time to time. The resource shall implement the changes resulting from the amended guidelines upon receipt of same from the Technical Authority.

4.3. **Documentation Requirements**

- 4.3.1. The resource shall document his or her activities in relation to the contract (all such documentation collectively referred to as "Work Documentation") as specifically outlined in the OCCE Investigators Manual.

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- 4.3.2. The Work Documentation will form part of an investigation file that the resource will create and maintain in good order.
- 4.3.3. The investigation file will entail both a paper and electronic component.
- 4.3.4. Work Documentation may be subject to the provisions of the *Privacy Act* and the *Access to Information Act*.
- 4.3.5. During the Term of the Contract, the resource shall retain and shall not destroy any Work Documentation and, within 15 days prior to the end of the Term of the Contract, shall deliver to the Technical Authority all such Work Documentation.

4.4. Equipment

- 4.4.1. In light of the sensitive nature of investigative information and the need to access the Commissioner's office's internal file management systems, the resource shall use the equipment provided by the Commissioner of Canada Elections:
 - (a) only for the purpose of carrying out his or her activities pertaining to the contract; and
 - (b) In compliance with applicable information technology policies.
- 4.4.2. The resource shall return the Equipment, as instructed by the Technical Authority, upon completion of the contract.
- 4.4.3. The resource from time to time will be required to make use of their personal cell phone.

5. Training

- 5.1 The resource shall be available to participate in training sessions to be held at the Commissioner's offices.

6. Meetings / Interviews and Statements

- 6.1 The resource shall be available to participate in meetings to be held at the Commissioner's offices or at any other location determined by the Technical Authority.
- 6.2 As specifically outlined in the OCCE Investigators Manual, the resource must conduct interviews and take statements.

7. Location of Work / Constraints / Travel

- 7.1. Except as provided in 7.2 and 7.6 below, the Work will be completed at the Commissioner's offices in Gatineau where the resource will be provided with a work station, in light of the sensitive nature of investigative information and the need to access the Commissioner's office's internal file management systems,.
- 7.2. The resource with the pre-approval of the Technical Authority may perform the Work at his or her premises.
- 7.3. The resource shall be available between the hours of 7:00 a.m. to 5:00 p.m. Monday to Friday for up to five days per week 'as and when requested, in accordance with the contract. One morning, afternoon and lunch break will be provided.

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- 7.4. On an urgent basis, the resource with the pre-approval of the Technical Authority may be required to provide the Work over weekends, evenings and statutory holidays.
- 7.5. The resource must be able to be onsite at the Commissioner's offices within forty-eight (48) hours of being notified (by telephone and/or email) should their services be required on an urgent basis.
- 7.6. The resource with the pre-approval of the Technical Authority may be required to travel to perform the Work.

8. Code of Conduct

- 8.1. The resource shall, throughout the Term of the Contract, provide the services set out in subsection 4.2 in the manner set forth in this section 8.
- 8.2. The resource shall maintain effective working relationships with the personnel of the Commissioner, Public Prosecution Service of Canada (PPSC), complainants, respondent, Field Personnel and others by:
 - a. demonstrating patience and tact;
 - b. by working both independently and as part of a team;
 - c. fostering a positive and professional work environment;
 - d. dealing with all intervenors in the federal electoral process with respect;
 - e. respecting the roles and responsibilities of all intervenors in the federal electoral process;and
 - f. acting with discretion at all times.

- 8.3. The resource will be required to remain familiar and current with legislation that affects the Work. Currently, the following legislation is applicable in the performance of the work:

8.3.1 CEA

8.3.2 *Criminal Code* (R.S., 1985, c. C-46)

8.3.3 *Interpretation Act* (R.S., 1985, c. I-21)

8.3.4 *Access to Information Act* (R.S., 1985, c. A-1)

9. Media Requests

- 9.1. During the Term of the Contract and thereafter, the resource shall not comment publicly or interact with the media in connection with the Work performed under the contract and shall direct any media requests related thereto directly to the Communications Officer.

10. Language

All the work will be performed and delivered in English for Stream 1 and in both official languages English and French for Stream 2.



Annex B – Pricing Table

1. Professional Services

The Contractor will be paid firm hourly rates as follows, for work performed in accordance with the Contract. Customs duties are included and Applicable Taxes are extra.

Stream 1 – Unilingual Investigator

Initial Term	Estimated Level of Effort	Firm All-Inclusive Hourly Rate Investigative Services	Sub-Total (Column B x Column C) = Column D
<i>Column A</i>	<i>Column B</i>	<i>Column C</i>	<i>Column D</i>
Initial Contract Term Effective date to June 30, 2017	Up to 2300 hours	<i>\$ to be completed by Bidder</i>	<i>\$ to be completed by Bidder</i>
Estimated Other Direct Expenses			<i>\$ to be completed by Bidder</i>
TOTAL Initial Term = Column D			<i>\$ to be completed by Bidder</i>

Option Period	Estimated Level of Effort	Firm All-Inclusive Hourly Rate Investigative Services	Sub-Total (Column B1 x Column C1) = Column D1
<i>Column A1</i>	<i>Column B1</i>	<i>Column C1</i>	<i>Column D1</i>
Option Year 1 July 1, 2017 to June 30, 2018	Up to 1800 hours	<i>\$ to be completed by Bidder</i>	<i>\$ to be completed by Bidder</i>
Option Year 2 July 1, 2018 to June 30, 2019	Up to 1800 hours	<i>\$ to be completed by Bidder</i>	<i>\$ to be completed by Bidder</i>
Option Year 3 July 1, 2019 to June 30, 2020	Up to 1800 hours	<i>\$ to be completed by Bidder</i>	<i>\$ to be completed by Bidder</i>
Option Year 4 July 1, 2020 to June 30, 2021	Up to 1800 hours	<i>\$ to be completed by Bidder</i>	<i>\$ to be completed by Bidder</i>
Estimated Other Direct Expenses			<i>\$ to be completed by Bidder</i>
TOTAL Option Period = Column D1			<i>\$ to be completed by Bidder</i>

TOTAL Initial Term = Column D	<i>\$ to be completed by Bidder</i>
TOTAL Option Period = Column D1	<i>\$ to be completed by Bidder</i>
BID PRICE (Total Initial Term + Total Option Periods)	<i>\$ to be completed by Bidder</i>



Stream 2 – Bilingual Investigator

Initial Term	Estimated Level of Effort	Firm All-Inclusive Hourly Rate Investigative Services	Sub-Total (Column B x Column C) = Column D
Column A	Column B	Column C	Column D
Initial Contract Term Effective date to June 30, 2017	Up to 2300 hours	<i>\$ to be completed by Bidder</i>	<i>\$ to be completed by Bidder</i>
Estimated Other Direct Expenses			<i>\$ to be completed by Bidder</i>
TOTAL Initial Term = Column D			<i>\$ to be completed by Bidder</i>

Option Period	Estimated Level of Effort	Firm All-Inclusive Hourly Rate Investigative Services	Sub-Total (Column B1 x Column C1) = Column D1
Column A1	Column B1	Column C1	Column D1
Option Year 1 July 1, 2017 to June 30, 2018	Up to 1800 hours	<i>\$ to be completed by Bidder</i>	<i>\$ to be completed by Bidder</i>
Option Year 2 July 1, 2018 to June 30, 2019	Up to 1800 hours	<i>\$ to be completed by Bidder</i>	<i>\$ to be completed by Bidder</i>
Option Year 3 July 1, 2019 to June 30, 2020	Up to 1800 hours	<i>\$ to be completed by Bidder</i>	<i>\$ to be completed by Bidder</i>
Option Year 4 July 1, 2020 to June 30, 2021	Up to 1800 hours	<i>\$ to be completed by Bidder</i>	<i>\$ to be completed by Bidder</i>
Estimated Other Direct Expenses			<i>\$ to be completed by Bidder</i>
TOTAL Option Period = Column D1			<i>\$ to be completed by Bidder</i>

TOTAL Initial Term = Column D	<i>\$ to be completed by Bidder</i>
TOTAL Option Period = Column D1	<i>\$ to be completed by Bidder</i>
BID PRICE (Total Initial Term + Total Option Periods)	<i>\$ to be completed by Bidder</i>



Annex C – Security Requirement Checklist



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat
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 Commissaire aux élections fédérales	2. Branch or Directorate / Direction générale ou Direction	
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 enquêteurs		
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"/>	
Not releasable / À ne pas diffuser <input type="checkbox"/>	No release restrictions / Aucune restriction relative à la diffusion <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:	
7. c) Level of information / Niveau d'information		
PROTECTED A / PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET / 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"/>

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité





Contract Number / Numéro du contrat
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 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 : _____

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

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité





Contract Number / Numéro du contrat
Security Classification / Classification de sécurité

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 / PROTEGÉ			CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS 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 indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



Annex D – Undertaking – Code of Conduct

VERSION 1 TO USE IF RESOURCE HAS BEEN IDENTIFIED IN BID

TO: Canada

FROM: *[INSERT NAME OF RESOURCE]* (hereinafter “Resource”)

RE: Contract between *[Insert name of Contractor]* (hereinafter the “Contractor”) and Commissioner dated *[Insert date]* and numbered *[Insert contract number]*

WHEREAS the Resource has been identified in Section 9 of the Contract as the individual that will be performing the Work (as such term is defined in the Contract);

AND WHEREAS, in accordance with the Avoidance of Political Partisanship certification, the Contractor has covenanted to obtain the herein undertaking from the Resource;

NOW THEREFORE,

1. The Resource hereby undertakes to:

- a) act with honesty and integrity;
- b) treat all persons equally, without discrimination based on a person’s race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, family status or disability;
- c) refrain from using profane, abusive or insulting language or actions or actions that are otherwise uncivil to any member of the public;
- d) refrain from exercising unnecessary force;
- e) refrain from behaviour that is either prohibited or not authorized by law or that would reflect negatively on his/her reputation;
- f) co-operate with police where it is required by law; and
- g) not to be unfit for duty, while working, through consumption of alcohol or drugs.

2. The Resource declares that

- he/she has not been the subject of either a court finding or a decision resulting from a professional disciplinary proceeding concerning his/her conduct in the carrying out of his/her professional functions; or
- a court finding or such decision has been rendered in his/her regards, a copy of which is attached hereto.

Dated at _____, _____, this _____ day of _____, 20__.

Witness _____

[INSERT NAME OF RESOURCE]



VERSION 2 TO USE IF NO RESOURCE HAS BEEN IDENTIFIED IN THE BID AS THE BIDDER IS AN INDIVIDUAL

TO: Canada

FROM: [INSERT NAME OF CONTRACTOR] (hereinafter “Contractor”)

RE: Contract between Contractor and Canada dated [Insert date] and numbered [Insert contract number]

WHEREAS in accordance with the Avoidance of Political Partisanship certification, the Contractor has covenanted to provide the herein undertaking;

NOW THEREFORE,

1. The Contractor hereby undertakes to:

- a) act with honesty and integrity;
- b) treat all persons equally, without discrimination based on a person’s race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, family status or disability;
- c) refrain from using profane, abusive or insulting language or actions or actions that are otherwise uncivil to any member of the public;
- d) refrain from exercising unnecessary force;
- e) refrain from behaviour that is either prohibited or not authorized by law or that would reflect negatively on his/her reputation;
- f) co-operate with police where it is required by law; and
- g) not to be unfit for duty, while working, through consumption of alcohol or drugs.

2. The Contractor declares that

- he/she has not been the subject of either a court finding or a decision resulting from a professional disciplinary proceeding concerning his/her conduct in the carrying out of his/her professional functions; or
- a court finding or such decision has been rendered in his/her regard, a copy of which is attached hereto.

Dated at _____, _____, this _____ day of _____, 20__.

 Witness

[INSERT NAME OF CONTRACTOR]

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Annex E – Non-Disclosure Agreement

I, _____, recognize that in the course of my work as an employee or subcontractor of _____, I may be given access to information by or on behalf of Canada in connection with the Work, pursuant to Contract Number _____ between Her Majesty the Queen in right of Canada, represented by Public Prosecution Service of Canada and _____, including any information that is confidential or proprietary to third parties, and information conceived, developed or produced by the Contractor as part of the Work. For the purposes of this agreement, information includes but not limited to: any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labeled as proprietary or sensitive, that is disclosed to a person or that a person becomes aware of during the performance of the Contract. I further understand that I am statute-bound by section 510.1 of the *Canada Elections Act* which states that, subject to limited circumstances set out in that Act, neither the Commissioner nor any person acting under the Commissioner’s direction shall disclose any information relating to an investigation that comes to their knowledge in the exercise of their powers or the performance of their duties and functions under that Act, including information that reveals or from which may be inferred the name of the complainant, if any, the person whose conduct is being investigated or any witness.

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

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

I agree that the obligation of this agreement will survive the completion of the Contract Number:

Signature

Date



Annex F – 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 the Bidder: _____
 Operating as: (if applicable) _____
 Contact Person: _____ Title: _____
 Telephone: _____ Facsimile: _____
 E-Mail Address: _____

Complete Address:

Is this your billing address? Yes No

If no:
 Complete Billing Address:

Registered or Incorporated: Federally: Yes No Provincially: Yes No

Sole Proprietorship Partnership Corporate Entity

Business Number _____
 Procurement Business Number: _____
 Owner(s) of the Firm: _____

2.0 List of Proposed Subcontractors

If the bid includes the use of subcontractors, the Bidder MUST provide a list of all subcontractors including a description of the things to be purchased, a description of the work to be performed and the location of the performance of that work. The list should not include the purchase of off-the-shelf items, software and such standard articles and materials as are ordinarily produced by manufacturers in the normal course of business, or the provision of such incidental services as might ordinarily be subcontracted in performing the Work.

- Yes, Subcontractors will be used. See list below.
- No, Subcontractors will not be used.

Subcontractors:

Name/Company	Address:	Description of work
_____	_____	_____
_____	_____	_____
_____	_____	_____

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Annex G – Direct Deposit Form



Guideline on Completing the Recipient Electronic Payment Registration Request Form

INTRODUCTION

Recipients now have to receive payments from Public Prosecution Services of Canada (PPSC) by electronic payment. To sign up for electronic payments please print and complete the Recipient Electronic Payment Registration Request form. Please note, electronic payments will be made in Canadian dollars and can only be deposited into Canadian bank accounts.

There are two electronic payment modes available:

1. Direct Deposit (DD) - Once payments are deposited, PPSC will send the following information by e-mail: amount of payment, date of payment, invoice number, PPSC reference number, and brief description of the payment. This e-mail notification will act in lieu of a cheque stub.
2. Electronic Data Interchange (EDI) - To enrol in EDI you must contact your financial institution to ensure that the account is EDI-capable. There may be a fee for this service, as the financial institution notifies its clients according to its own criteria.

Changes to bank account used

If you wish to make any changes to the bank account used for payments (change of address, financial institution, branch, account number, etc.) you must complete a new Recipient Electronic Payment Registration Request form. When you request one of these changes, DO NOT CLOSE the present account until you receive your payment in accordance with that change.

COMPLETING OF FORM

There are three sections of the Recipient Electronic Payment Registration Request form that must be completed by the recipient.

1 - TYPE OF REQUEST

Please complete this section by filling out one of the three request types described below.

New request

If you choose to sign up for electronic payments with PPSC, please check the "New request" box and indicate which mode of payment you wish to use: DD or EDI.

Change

If you are already registered for electronic payments with PPSC, however, wish to modify your banking information or mode of electronic payment, please select the "Change" box and mark all other boxes that apply to your change request.

Cancellation

If you wish to opt out of the PPSC's electronic payments and return to receiving payments by cheque, you must select the "Cancel" box and complete only the second section of the form.

2 - RECIPIENT INFORMATION AND AUTHORIZATION

This section must be completed, signed and dated by the appropriate person (or persons) in order to authorize the electronic payment enrollment request, or to modify or cancel electronic payments.

If the recipient is an individual

Please enter your name, address and telephone number AS WELL AS AN E-MAIL ADDRESS so that PPSC can send e-mail notices and confirm receipt of payment. Also, you must sign the form in this section in order to authorize your request.

If the recipient is an organization

Please enter the name and address of your organization and make sure to complete the "Name of payment contact" field with the name of the contact person from your organization. Please also include the contact person's telephone number AND E-MAIL ADDRESS so that PPSC can send e-mail notices and confirm receipt of payment.



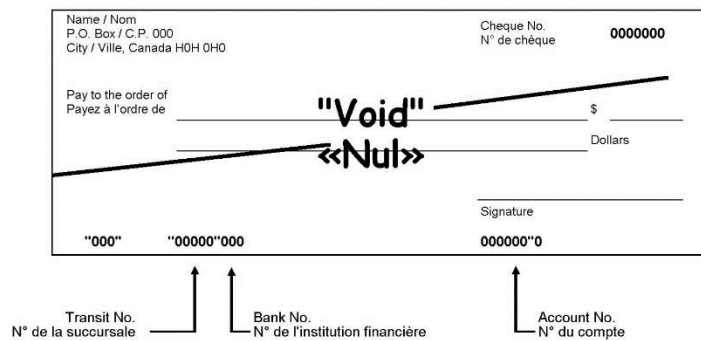
Also, authorized representative(s) must include their name, position, telephone number and signature, in order to authorize the request.

This section allows for up to two people to sign the form, in cases where the recipient requires two signatures for authorization, to receive, modify or cancel electronic payments.

3 - BANKING INFORMATION

If you attach a void cheque

Please attach a void cheque and complete fields 1, 2, 3 and 4 of this section. The void cheque must be from the account you wish to use for electronic payments. A sample of a void cheque is provided below identifying where the transit, bank and account numbers are located.



If you do not attach a void cheque

If you do not provide a void cheque, the financial institution must validate the banking information by completing fields 5, 6 and 7 of the form. The financial institution must provide the name, address and telephone number of the financial institution, bank stamp and sign the form.

4 - FOR PUBLIC PROSECUTION SERVICES OF CANADA ONLY

This section is strictly reserved for PPSC's use only.

SENDING YOUR REQUEST TO PUBLIC PROSECUTION SERVICES OF CANADA

Please send the duly completed form with **original signature(s)** to the following address:

Public Prosecution Services of Canada
 Financial Services Division
 284 Wellington Street
 Place Bell - 8th Floor
 Ottawa, ON
 K1A 0H8

Please write the following on the envelope: "To be opened by addressee only".



The information is required by Public Prosecution Services of Canada for the purpose of collecting data to permit electronic payments. This information will be protected under the provisions of the *Privacy Act*.

IMPORTANT

- ➔ Must be a Canadian recipient holding a bank account in Canadian \$.
- ➔ For Electronic Data Interchange (EDI), compliancy must be confirmed by your financial institution and you may be charged EDI service fees.
- ➔ Note that Direct Deposit payments carry no stub information.

1 - TYPE OF REQUEST

New request ➔ Direct Deposit (DD) Electronic Data Interchange (EDI)

Change ➔ to banking information (provide a new void cheque)
 ➔ from Direct Deposit (DD) to Electronic Data Interchange (EDI) from Electronic Data Interchange (EDI) to Direct Deposit (DD)

2 - RECIPIENT INFORMATION AND AUTHORIZATION

Name of Organization or Name of Individual (recipient)

Address _____ Name of Payment Contact (please print) _____

City _____ Telephone _____ Fax _____

Province _____ Postal Code _____ E-mail for Payment Notifications (please print) _____

Name(s) and Title(s) of Authorized Representative(s) and Signatory(ies), for organizations only (please print) _____ Telephone _____

I, as an authorized representative of the above mentioned organization or as an individual entitled to receive payment from the Government of Canada, authorize the Receiver General for Canada to deposit the payment directly into the account below and to receive payment advices electronically until further notice.

3 - BANKING INFORMATION

Please attach a void cheque from your bank account with "Void" written on it and complete fields 1, 2, 3 and 4 below with your banking information.

1 Branch Number (transit) _____ 2 Financial Institution Number _____ 4 Name(s) of Account Holder(s) _____

3 Account Number _____

If you do not attach a void cheque, your financial institution must confirm your banking information by completing fields 5, 6 and 7 below.

5 Financial Institution Name, Address and Telephone Number _____ 7 Financial Institution Stamp _____

6 Signature of Financial Institution Representative _____

4 - FOR PUBLIC PROSECUTION SERVICES OF CANADA

PROCESSED BY _____ Name (please print) _____ Vendor Code _____

Signature _____ Date _____

VERIFIED BY _____ Name (please print) _____ Signature _____ Date _____

Payment Method Changed ➔

