



**RETURN BIDS TO:
RETOURNER LES
SOUMISSIONS À:**

**Commissioner of Canada Elections
Commissaire aux élections fédérales**
ppsc-sppc.acquisitions@ppsc-sppc.gc.ca
Attn: Edith Hamann

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

**Proposal To: Commissioner of Canada
Elections**

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

**Proposition aux: Commissaire aux
élections fédérales**

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

**Instructions : See Herein
Instructions: Voir aux présentes**

Issuing Office – Bureau de distribution

Public Prosecution Service of Canada
Service des poursuites pénales du Canada
Acquisitions Division
284 Wellington Street
Place Bell
Ottawa, ON K1A 0H8

Title – Sujet Social Media Analysis Services	
Solicitation No. – N° de l'invitation 1000026027	Date October 19th, 2018
Solicitation Closes – L'invitation prend fin at – à 2:00PM on – le November 30th, 2018	Time Zone Fuseau horaire EST (Ottawa)
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 : ppsc-sppc.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	
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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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

1. At the date of bid closing, the following conditions must be met:
 - (a) the Bidder must hold a valid organization security clearance as indicated in Part 6 - Resulting Contract Clauses;
 - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 6 - Resulting Contract Clauses;
 - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
2. For additional information on security requirements, Bidders should refer to the [Contract Security Program of Public Works and Government Services Canada](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

1.2 Statement of Work

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

1.3 Debriefings

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

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



PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The [2003](#) (2018-05-22) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

“Subsection 3.a) of Section 01, Integrity Provisions - Bid of the Standard Instructions [2003](#) incorporated by reference above is deleted in its entirety and replaced with the following:

- a. at the time of submitting an arrangement under the Request for Supply Arrangements (RFSA), the Bidder has already provided a list of names, as requested under the [Ineligibility and Suspension Policy](#). During this procurement process, the Bidder must immediately inform Canada in writing of any changes affecting the list of names“.

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 90 days

2.2 Submission of Bids

Bids must be submitted only to Commissioner of Canada Elections (CCE) 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 CCE will not be accepted.

2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.



Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the [Financial Administration Act](#), R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S. 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

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

If so, the Bidder must provide the following information, for all FPSs in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

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

Work Force Adjustment Directive

Is the Bidder a FPS who 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:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.



2.4 Enquiries - Bid Solicitation

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

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

2.5 Applicable Laws

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

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 deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Due to the nature of the bid solicitation, bids transmitted by epost Connect service and by facsimile will not be accepted.

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

Section I: Technical Bid – one electronic copy (MS Word or PDF)

Section II: Financial Bid – one electronic copy (MS Word or PDF)

Section III: Certifications – one electronic copy (MS Word or PDF)

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) formatted to print on 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

Section I: Technical Bid

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

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Annex B - Basis of Payment.

3.1.1 Electronic Payment of Invoices – Bid

Payment of invoices by Electronic Payment.

3.1.2 SACC Manual Clauses

Section III: Certifications

Bidders must submit the certifications and additional information required under Part 5.



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

"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. Mandatory requirements are evaluated on a simple "Met or Not Met" 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.

Mandatory Technical Criteria

Item	Requirement	Met	Not Met	Cross reference to proposal
M1	<p>Education and Credentials: All proposed resources must have obtained:</p> <ul style="list-style-type: none"> i. Successful completion of two (2) years of a post-secondary school program with acceptable specialization in social science, or a law enforcement related field (i.e. Law, Police Science, Criminology, etc); or ii. A certificate of police basic training from a provincial or municipal police force or the Royal Canadian Mounted Police (i.e. Depot Division). <p>A copy of the degree, diploma or certificate, or with respect (ii), proof acceptable to Canada, must be included in the bid.</p>			
M2	<p>Security: Each proposed resource must have a valid and current "Secret" or "Top Secret" clearance.</p>			
M3	<p>Police Record: Each proposed resource must provide a Police Records Check, which was obtained within the six (6) months prior to the closing of the RFP, or proof that a Police Records Check has been requested within such timeframe. The Police Records Check is required to demonstrate that the resource has no criminal convictions, outstanding entries, probation and prohibitions orders, or criminal charges (whether stayed, withdrawn or dismissed) that, in the opinion of the Commissioner, will prevent the Bidder from carrying out the work.</p>			



M4	Experience using social media to investigate: Bidders must demonstrate that each proposed resource has a minimum of sixty (60) months of experience, as of the closing date of the RFP, in investigations using open source information on the Internet, including the use of social media as an investigative tool. To demonstrate this experience, Bidders must describe when and how the experience was obtained and provide a reference for each project.			
M5	Experience using social media analytical tools: Bidders must demonstrate that each proposed resource has a minimum of sixty (60) months of experience, as of the closing date of the RFP, in the use of analytical tools to support regulatory or criminal investigations and/or identify detect current and emerging risks. To demonstrate this experience, Bidders must describe when and how the experience was obtained and provide a reference for each project.			
M6	Experience in the collection of evidence: i. Bidders must demonstrate that each proposed resource has a minimum of sixty (60) months of experience, as of the closing date of the RFP, in investigating or assisting investigators in collecting open source data to a criminal evidentiary standard. To demonstrate this experience, Bidders must describe when and how the experience was obtained and provide a reference for each project. ii. Bidders must demonstrate that each of the proposed resources has a minimum of sixty (60) months of experience, as of the closing date of the RFP, in investigating matters for which judicial authorizations pursuant to the Criminal Code of Canada were obtained to either search for or require the production of relevant criminal evidentiary materials. To demonstrate this experience, Bidders must describe when and how the experience was obtained and provide a reference for each project.			



M7	<p>Previous Projects: Bidders must have provided services outlined in the Statement of Work for a minimum of five (5) year prior to the closing date of this RFP. Bidders must demonstrate they meet this requirement by providing the following information for each project:</p> <ul style="list-style-type: none">i. Organization name and contract information;ii. Project date; andiii. A description of the work performed by the resource and the outcome. <p>The Contract information may be used to verify the information provided.</p>			
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4.1.1.2 Point Rated Technical Criteria – Interview

The interview will be conducted in English and French (for the Bilingual position). If the Commissioner, at his sole discretion, determines that the proposed resource is not bilingual, the proposed resource will be deemed non-responsive and will not be given further consideration.

No.	Point rated technical criterion	Bid preparation Instructions	Weighting points
RT1	Experience in assisting investigators in collecting and analysing open source data to a criminal evidentiary standard		<p><i>Maximum of 10 points</i></p> <p>Response shows very good experience = 10 pts</p> <p>Response shows good experience = 7 pts</p> <p>Response shows limited experience = 4pts</p> <p>Response shows poor experience = 0 pts</p>
RT2	Experience in analyzing open source and social media information to detect current or emerging trends or risks.		<p><i>Maximum of 10 points</i></p> <p>Response shows very good experience = 10 pts</p> <p>Response shows good experience = 7 pts</p> <p>Response shows limited experience = 4pts</p> <p>Response shows poor experience = 0 pts</p>
RT3	Ability to communicate effectively orally		<p><i>Maximum of 10 points</i></p> <p>Response shows very good oral communication abilities = 10 pts</p> <p>Response shows good oral communication abilities = 7 pts</p> <p>Response shows limited oral communication abilities = 4pts</p> <p>Response shows poor oral communication abilities = 0 pts</p>

Total points:



Criteria Weight Definitions – the following terms used in the point rated interview evaluation detailed above are defined as follows:

Very Good (10 points): 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 requirement.

Good (7 points): Interview response demonstrates a good understanding of the requirements. Meets minimum expectations, provides an opportunity of success and demonstrates the ability of the Bidder to achieve the requirement.

Limited (4 points): Interview response demonstrates a limited understanding of the requirements. 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 points): Interview response does not demonstrate the Bidder understand the requirements. Does not meet expectations, does not provide an opportunity of success and does not demonstrate the ability of the Bidder to achieve the requirement or no answer provided.

4.1.2 Financial Evaluation

SACC Manual Clause [A0220T](#) (2014-06-26), Evaluation of Price

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

4.2 Basis of Selection

4.2.1 SACC Manual Clause [A0027T](#) (2012-07-06), Basis of Selection – Highest Combined Rating of Technical Merit and Price.

To be declared responsive, a bid must:

- a. comply with all the requirements of the bid solicitation;
- b. meet all mandatory criteria; and
- c. obtain the required minimum of 15 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 30 points.

4.2.2 Bids not meeting a, b, or c will be declared non-responsive.

4.2.3 The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60% for the technical merit and 40% for the price.

4.2.4 To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60%

4.2.5 To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40%.

4.2.6 For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.



4.2.7 Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)				
		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	$115/135 \times 60 = 51.11$	$89/135 \times 60 = 39.56$	$92/135 \times 60 = 40.89$
	Pricing Score	$45/55 \times 40 = 32.73$	$45/50 \times 40 = 36.00$	$45/45 \times 40 = 40.00$
Combined Rating		83.84	75.56	80.89
Overall Rating		1st	3rd	2nd



PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

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

5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

5.2.1 Integrity Provisions – Required Documentation

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

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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.



5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Status and Availability of Resources – SACC Manual Clause [A3005T](#) (2010-08-16)

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

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability.

5.2.3.2 Education and Experience

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

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate.

Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

5.2.3.3 Avoidance of Political Partisanship

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.



PART 6 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

6.1 Security Requirements

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

PWGSC FILE # Common PS SRCL #19

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Facility Security Clearance at the level of SECRET, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to PROTECTED/CLASSIFIED information, assets or sensitive work site(s) must EACH hold a valid SECRET as required, granted or approved by the CISD/ PWGSC.
3. The Contractor MUST NOT remove any PROTECTED/CLASSIFIED information from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/ PWGSC.
5. The Contractor/Offeror must comply with the provisions of the:
 - a) Security Requirements Check List and security guide (if applicable), attached at Annex C;
 - b) Industrial Security Manual (Latest Edition)

6.2 Statement of Work

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

6.3 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](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

6.3.1 General Conditions

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

6.3.2 Supplemental General Conditions

6.3.2.1 An Oath of Secrecy

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



6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from January 1st, 2019 to December 1st, 2019.

6.4.3 Option to Extend the Contract

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

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

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Edith Hamann
Title: Acquisitions Officer
The Office of the Commissioner of Canada Elections
Address: 160 Elgin Street, Place Bell, 12th Floor, Ottawa, ON K2P 2C4
Telephone: 613-668-9501
E-mail address: edith.hamann@ppsc-sppc.gc.ca

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

6.5.2 Project Authority

The Project Authority for the Contract is: *(To be completed at Contract award)*

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: _____
Facsimile: _____
E-mail address: _____

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



6.5.3 Contractor's Representative

(To be completed at Contract award)

6.6 Proactive Disclosure of Contracts with Former Public Servants

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

6.7 Payment

6.7.1 Basis of Payment

The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work in accordance with the Basis of Payment in Annex B. Applicable Taxes are extra.

6.7.2 Limitation of Expenditure

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

6.7.3 Method of payment

SACC Manual clause [H1008C](#) (2008-05-12) Monthly payments

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada



6.7.4 SACC Manual Clauses

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

- [4008](#) (2008-12-12) Personal Information
- [A7017C](#) (2008-05-12) Replacement of Specific Individuals
- [A9068C](#) (2010-01-11) Government Site Regulations
- [B9028C](#) (2007-05-25) Access to Facilities and Equipment
- [C0705C](#) (2010-01-11) Discretionary Audit
- [C0711C](#) (2008-05-12) Time Verification

6.7.5 Electronic Payment of Invoices – Contract

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

- a. Direct Deposit (Domestic and International);

6.8 Invoicing Instructions

SACC Manual Clause [H5001C](#) (2008-12-12)

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

Each invoice must be supported by:

- a. A copy of time sheets to support the time claimed;
- b. A copy of the monthly progress report.

Invoices must be distributed as follows:

- a. The original and one (1) copy must be forwarded to the following address for certification and payment:

Office of the Commissioner of Canada Elections
Attn: Claire Courchesne – Financial and Administrative Assistant
PO Box 8000, Station T
Ottawa, ON K1G 3Z1

6.9 Certifications and Additional Information

6.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

6.10 Applicable Laws

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



6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) 2010B (2018-06-21), General Conditions - Professional Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment
- (e) Annex C, Security Requirements Check List;
- (f) Annex D, Non-disclosure Agreement
- (g) the Contractor's bid dated _____ (*insert date of bid*) (*insert at the time of contract award*) “, as

6.12 Non-disclosure Agreement

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



ANNEX A - STATEMENT OF WORK

1. TITLE

Social Media Analysis Services

2. OBJECTIVES

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

The CCE requires the services of three (3) Offerors (two (2) English essential and one (1) bilingual) to provide social media analysis services to support investigators as required.

3. BACKGROUND

The CCE requires the professional services of Offerors to provide social media and open source analysis to assist CCE investigators in the context of specific investigations and to detect current and emerging risks to the integrity of the electoral process. The Offerors must also provide training and guidance to CCE's users prior to and during the next general election.

4. TASKS

The Offerors will:

Social media analysis and support services

- a. Provide ongoing investigative support as required; based on the needs of ongoing investigations of violations of the Act and to detect current and emerging risks to the integrity of the Canadian electoral process.
- b. Provide technical support to investigators and management on open source and social media related issues.
- c. Implement social media collection and analysis strategies for collection, collation and analysis of open source and social media content including, but not limited to, Twitter, Facebook, blogs, chatrooms, message boards, social networks and video and image sharing websites.
- c. Prepare written reports and other documents.
- d. Assist investigators in the collection of evidence from the Internet and Social Media.
- e. Submit all originals and copies of notes, documents, reports and other related material or evidence.
- f. Assist with the presentation of electronic evidence in judicial proceedings.
- g. Give oral testimony during judicial proceedings.
- h. Regularly brief investigators and management on open source or social media issues and/or trends relating to the electoral process.

4.1 EQUIPMENT

The Offerors shall use the equipment provided by the CCE:

- a. Only for the purpose of carrying out his or her activities pertaining to the call-up; and
- b. In compliance with applicable information technology policies.

The Offerors shall return the Equipment, as instructed by the Technical Authority, upon completion of the call-up.



5. LOCATION OF WORK / HOURS OF WORK / TRAVEL

The majority of the Work will be completed at the CCE's offices where the Offeror will be provided with a work station.

The Offeror with the pre-approval of the Technical Authority may perform the Work at his or her premises.

The Offeror 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 call-up.

On an urgent basis, the Offeror with the pre-approval of the Technical Authority may be required to provide the Work over weekends, evenings and statutory holidays.

The Offeror must be able to be onsite at the CCE's offices within forty-eight (48) hours of being notified (by telephone and/or email) should their services be required on an urgent basis.

The Offeror with the pre-approval of the Technical Authority may be required to travel to perform the Work.

6. DOCUMENTATION REQUIREMENTS

The Offeror shall document his or her activities in relation to the call-up (all such documentation collectively referred to as "Work Documentation").

The Work Documentation will form part of an operational file that the Offeror will create and maintain in good order.

The operational file will entail both a paper and electronic component.

Work Documentation may be subject to the provisions of the Privacy Act and the Access to Information Act.

During the Term of the Contract, the Offeror 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.

7. FORMAT OF DELIVERABLES

The Offerors will provide all Work Documentation to the Project Authority electronically using software compatible with in MS Office Suite products or as directed by the Project Authority.

8. LANGUAGE OF WORK

Work[LJ1] will be performed and delivered in English and French.

9. LOCATION OF WORK

The Offerors are required to attend meetings at the CCE's offices at 22 Eddy, Gatineau. Any work created by the Offerors other than at 22 Eddy, Gatineau, Quebec, and identifiable as being created for the CCE must be safeguarded as per the Government of Canada Security Policy.

10. CCE CODE OF CONDUCT

The Offerors shall, throughout the Term of the Contract, provide the services set out in section 4 in the manner set forth in this section 5.

The Offerors shall maintain effective working relationships with the personnel of the CCE, PPSC, complainants, respondent and others by:

- demonstrating patience and tact;



- by working both independently and as part of a team;
- fostering a positive and professional work environment; and
- acting with discretion at all times.

The Offerors 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:

- *Canada Elections Act*
- *Criminal Code* (R.S.C., 1985, c. C-46)
- *Access to Information Act* (R.S.C., 1985, c. A-1)
- *Privacy Act* (R.S.C., 1985, c. P-21)
- *Canada Evidence Act* (R.S.C., 1985, c. C-5)

11. MEDIA REQUESTS

During the Term of the Contract and thereafter, the Offerors shall not comment publicly or interact with the media in connection with the Work performed and shall direct any media requests related thereto directly to the CCE's Manager, Communications, Policy and Engagement.



ANNEX B – BASIS OF PAYMENT

Initial Contract period January 1 st 2019 – December 31 st 2019	(B)	(C)	(D)
Resource	Estimated number of days	Firm hourly rate	Total Cost (BxC)
Resource – Bilingual	220		
Resource – English only	220		
Resource – English only	220		
Total price Initial Contract period			

Option Year 1 January 1 st 2020 – December 31 st 2020	(B)	(C)	(D)
Resource	Estimated number of days	Firm hourly rate	Total Cost (BxC)
Resource – Bilingual	220		
Resource – English only	220		
Resource – English only	220		
Total price Option Year period			

Option Year 2 January 1 st 2021 – December 31 st 2021	(B)	(C)	(D)
Resource	Estimated number of days	Firm hourly rate	Total Cost (BxC)
Resource – Bilingual	220		
Resource – English only	220		
Resource – English only	220		
Total price Option Year period			



Option Year 3 January 1 st 2022 – December 31 st 2022	(B)	(C)	(D)
Resource	Estimated number of days	Firm hourly rate	Total Cost (BxC)
Resource – Bilingual	220		
Resource – English only	220		
Resource – English only	220		
Total price Option Year period			

For the purpose of this Contract, a day is defined as 7.5 hours of work, exclusive of meal breaks. Payment will be for days actually worked with no provision for annual leave, statutory holidays and sick leave. If time worked is more or less than a day, the fixed daily rate will be prorated to reflect actual time worked in accordance with the following formula:

$$\frac{\text{Hours worked} \times \text{applicable firm per diem rate}}{7.5 \text{ hours}}$$

1. All proposed personnel must be available to work outside normal office hours during the duration of the Contract.
2. No overtime charges will be authorized under the Contract. All time worked will be compensated according to paragraph above.



ANNEX C – SECURITY REQUIREMENT CHECK LIST

Government of Canada / Gouvernement du Canada

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

SECURITY REQUIREMENTS CHECK LIST (SRCL)

LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

Form with multiple sections: PART A - CONTRACT INFORMATION, 1. Originating Government Department or Organization, 2. Branch or Directorate, 3. a) Subcontract Number, 3. b) Name and Address of Subcontractor, 4. Brief Description of Work, 5. a) Will the supplier require access to Controlled Goods?, 5. b) Will the supplier require access to unclassified military technical data..., 6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information..., 6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas..., 6. c) Is this a commercial courier or delivery requirement with no overnight storage?, 7. a) Indicate the type of information that the supplier will be required to access..., 7. b) Release restrictions / Restrictions relatives à la diffusion, 7. c) Level of information / Niveau d'information

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
Unclassified





Government of Canada / Gouvernement du Canada

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

PART A (continued) / PARTIE A (suite)

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

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

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

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

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

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

Special comments:
Commentaires spéciaux : _____

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

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? No / 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 Unclassified
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Government of Canada / Gouvernement du Canada

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	COMSEC TOP SECRET / COMSEC TRÈS SECRET	PROTECTED / PROTÉGÉ			CONFIDENTIAL	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 – 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 the Office of the Commissioner of Canada Elections 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 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