



Procurement and Contracting Services
 257 Slater Street
 Ottawa ON K1A 0M6
 proposal-proposition@elections.ca

REQUEST FOR PROPOSAL

The bidder, as identified bellow, offers to sell to the Chief Electoral Officer of Canada, or any person authorized to act on his/her behalf, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods and services listed herein and on any attached sheets at the prices set out therefore.

Bidder's Name:
Address:
Tel No.:
Fax. No.:
<p>IN WITNESS WHEREOF, the proposal in response to this Request for Proposal has been duly executed on behalf of the bidder by the hands of its officer duly authorized in that behalf</p> <p>_____</p> <p><i>signature of authorized signatory</i></p> <p>_____</p> <p><i>print name of authorized signatory</i></p> <p>_____</p> <p><i>print title of authorized signatory</i></p> <p><i>Date:</i> _____</p>

Office of the Chief Electoral Officer File No. ECST-RFP-13-0024	
Title: Regional Media Advisor (RMA)	Date: November 22 nd , 2013
Request for Proposal Closing Date: January 3 rd , 2014 at 2:00pm (EST)	

INQUIRIES – address inquiries to: Office of the Chief Electoral Officer of Canada Procurement and Contracting Services 30 Victoria Street Gatineau (QC) K1A 0M6 proposal-proposition@elections.ca					
Attention: Stéphanie Thomas Senior Advisor Procurement and Contracting Services	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 2px;">Tel No.</td> <td style="padding: 2px;">819-939-1490</td> </tr> <tr> <td style="padding: 2px;">Fax No.</td> <td style="padding: 2px;">819-939-1533</td> </tr> </table>	Tel No.	819-939-1490	Fax No.	819-939-1533
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Fax No.	819-939-1533				

RETURN PROPOSALS TO: Elections Canada Proposal Receiving Unit c/o Business Centre 30 Victoria, 1 st Floor Gatineau (QC) K1A 0M6 PROPOSALS TRANSMITTED BY FACSIMILE OR ELECTRONIC MAIL TO ELECTIONS CANADA WILL NOT BE ACCEPTED
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This Request for Proposal (“RFP”) contains the following documents:

Part 1 – General Information

Part 2 – Bidder Instructions

Part 3 – Proposal Preparation Instructions

Part 4 – Evaluation Procedures and Basis of Selection

Part 5 – Security, Financial and Other Requirements

Part 6 – Resulting Contract

Annex A – Statement of Work

Appendix “A” (Daily Media Report Template)

Appendix “B” (Media Guidelines –General Elections)

Appendix “C” (Media Relations Governance Framework)

Appendix “D” (Media Relations Program Policy)

Annex B – Pricing Table

Annex C – General Conditions – Services

Annex D – Supplemental Conditions – Elections Canada to Own Intellectual Property Rights

Annex E – Security Requirements Checklist

Annex F – Sample Task Authorization

Annex G – Invoicing Template

Annex H – Guidelines and Policies

Annex I – Sample Loan Agreement for Use of Equipment for Contractors

Part 7 – Technical Evaluation Criteria

Annex A – Identification of Service Area

Part 8 – Financial Evaluation Criteria

Annex A – Proposal Pricing Table Template

Part 9 – Certificates

Part 10 – Service Areas

Request for Proposal

ECST-RFP-13-0024

Part 1. General Information

1.1 Code of Conduct for Procurement

- 1.1.1 To comply with the Code of Conduct for Procurement, bidders must respond to RFPs in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements stipulated in the RFP, which includes the resulting Contract, submit proposals and enter into contracts only if they will fulfill all obligations of those contracts.
- 1.1.2 Bidders acknowledge that, to ensure fairness, openness and transparency in the procurement process, the commission of certain acts or offences will render them ineligible to be awarded a contract. Elections Canada will declare non-responsive any proposal in respect of which the information herein requested is missing or inaccurate, or in respect of which the information contained in the certificates contemplated in this Section 1.1 is found to be untrue, in any respect, by Elections Canada. If it is determined, after Contract award, that the bidder made a false declaration or certification, Elections Canada will have the right to terminate for default the resulting Contract. The bidder and any of the bidder's Affiliates will also be required to remain free and clear of any acts or convictions specified herein during the period of any contract arising from this solicitation. Elections Canada may verify the information provided by the bidder, including the information relating to the acts or convictions specified herein, through independent research, use of any government resources or by contacting third parties.
- 1.1.3 By submitting a proposal, the bidder certifies that no one convicted under any of the provisions under Paragraphs 1.1.3(a) or (b) is to receive any benefit under a contract arising from this solicitation. In addition, the bidder certifies that except for those offences where a criminal pardon or a record suspension has been obtained or capacities restored by the Governor in Council, neither the bidder nor any of the bidder's Affiliates has ever been convicted of an offence under any of the following provisions:

(a) *Criminal Code of Canada*, R.S.C. 1985, c. C-46:

- i. section 121 (Frauds on the government and contractor subscribing to election fund);
- ii. section 124 (Selling or Purchasing Office);
- iii. section 380 (Fraud committed against Her Majesty);
- iv. section 418 (Selling defective stores to Her Majesty);
- v. section 462.31 (Laundering proceeds of crime);
- vi. section 467.11 to 467.13 (Participation in activities of criminal organization);

- (b) *Financial Administration Act*, R.S.C. 1985, c. F-11:
 - i. paragraph 80(1)(d) (False entry, certificate or return);
 - ii. subsection 80(2) (Fraud against Her Majesty);
 - iii. section 154.01 (Fraud against Her Majesty);
- (c) *Competition Act*, R.S.C. 1985, c. C-34:
 - i. section 45 (Conspiracies, agreements or arrangements between competitors);
 - ii. section 46 (Foreign directives);
 - iii. section 47 (Bid Rigging);
 - iv. section 49 (Agreements or arrangements of federal financial institutions);
 - v. section 52 (False or misleading representation);
 - vi. section 53 (Deceptive notice of winning a prize);
- (d) *Income Tax Act*, R.S.C. 1985, c-1:
 - i. section 239 (False of deceptive statements);
- (e) *Excise Tax Act*, R.S.C. 1985, c. E-15:
 - i. section 327 (False or deceptive statements);
- (f) *Corruption of Foreign Public Officials Act*, S.C. 1998, c-34:
 - i. section 3 (Bribing a foreign public official);
- (g) *Controlled Drugs and Substance Act*, S.C. 1996, c-19:
 - i. section 5 (Trafficking in substance);
 - ii. section 6 (Importing and exporting);
 - iii. section 7 (Production of substance).

1.1.4 In circumstances where a criminal pardon or a record suspension has been obtained or capacities restored by the Governor in Council, the bidder must provide with its proposal a certified copy of confirming documentation from an official source. If such documentation has not been received by the time the evaluation of proposals is completed, Elections Canada will inform the bidder of a time frame within which to provide the documentation. Failure to comply will render the proposal non-responsive.

1.1.5 Bidders understand that Elections Canada may contract outside of the present solicitation process with a supplier who has been convicted of an offence enumerated under Paragraphs 1.1.3 (c) to (g), or with an Affiliate who has been convicted of an offence enumerated under Paragraphs 1.1.3 (c) to (g), when required to do so by law or legal proceedings, or when Elections Canada considers it necessary to the public interest for reasons which include, but are not limited to:

- (a) only one person is capable of performing the Contract;
- (b) emergency;

- (c) national security;
- (d) health and safety; or
- (e) economic harm.

Elections Canada reserves the right to impose additional conditions or measures to ensure the integrity of the procurement process.

- 1.1.6 By submitting a proposal, the bidder certifies that neither the bidder nor any of the bidder's Affiliates have directly or indirectly paid or agreed to pay, and will not directly or indirectly pay a contingency fee to any individual for the solicitation, negotiation or obtaining of the Contract if the payment of the fee would require the individual to file a return under section 5 of the *Lobbying Act*.
- 1.1.7 For the purposes of this RFP, an Affiliate means a business concern, organization or individual that, directly or indirectly, 1) either one controls or has the power to control the other, or 2) a third party has the power to control both. Indicia of control, include, but are not limited to, interlocking management or ownership, identity of interests among family members, shared facilities and equipment, common use of employees, or a business entity created following the charges or convictions contemplated in this Section which has the same or similar management, ownership, or principal employees as the bidder that is charged or convicted, as the case may be.
- 1.1.8 The bidder acknowledges and agrees that the certifications contemplated must remain valid during the period of the Contract arising from this RFP.

1.2 Definitions

Unless the context requires otherwise, the capitalized terms used in all parts of this RFP shall have the definitions assigned to them in the Contract.

1.3 Summary

The Chief Electoral Officer of Canada ("CEOC"), an agent of Parliament, exercises general direction and supervision over the conduct of elections and referendums at the federal level. The CEOC heads the Office of the Chief Electoral Officer, commonly known as Elections Canada.

Elections Canada requires the services of regional media advisors ("RMAs") in each of the Services Areas identified in Part 10. Each RMA will provide media services and communications expertise to Elections Canada and its personnel in the Service Area(s). Up to fourteen (14) separate contracts will be issued to cover the Service Areas identified in Part 10.

1.3.1 The Requirement

(a) Background

During and between Electoral Events, Elections Canada provides media and public relations services nationally and regionally. On a day-to-day basis, this involves providing responses to media queries and supporting the communications objectives of the OCEO. However, there are other tasks performed by the EC's media relations team, such as:

- i. preparing and disseminating press releases, media advisories and other communications products;
- ii. organizing news conferences and media briefings;
- iii. researching and providing background media information on topics of interest to members of the agency;
- iv. preparing daily and special press clippings;
- v. preparing media analysis and reports on media issues and media coverage;
- vi. conducting media research; and
- vii. providing media training and public relations/media relations support to field liaison officers and returning officers and other Elections Canada employees.

(b) Brief Description

The Contractors will provide media services and communications expertise, as further described in the resulting contract, to EC during Electoral Events by providing guidance and support to ECHQ and/or to FLOs and ROs in their respective Service Area and in the language of work identified for such Service Area.

The Contractors will provide media services and communications expertise, as further described in the resulting contract, to EC in any region during the periods outside of an Electoral Event on an as requested basis in accordance with a Task Authorization Form.

Tasks may include any or all of the following:

- i. providing strategic communications advice;
- ii. responding to media calls and requests for interviews;
- iii. providing media support;
- iv. drafting news releases;
- v. providing advice and training on media relations; and
- vi. providing advertising placement advice.

- (c) Level of Effort: During an Electoral Event, work volume may vary significantly from Service Area to Service Area. For instance, there will be higher volumes of media calls and requests in areas that house the offices of major media outlets and in more densely populated provinces. Given that media calls and requests may be issue

driven, however, it is not possible to accurately predict overall work volume for any given Service Area.

1.3.2 Period of the Contract

The Contract will be from the Effective Date until March 31, 2017, with services provided from April 1, 2014 to March 31, 2017 subject to the following:

- (a) if an Electoral Event is called before 31 March 2014 with a polling day scheduled after April 1, 2014, the Contractor will only have obligations to perform the services set out in Section 3.3 of the Statement of Work, set out in Annex A attached to Part 6 Resulting Contract, during any Electoral Event which occurs after such polling day; and
- (b) if the last day of the Term of the Contract or any extension thereof, as the case may be, occurs during an Electoral Event, the Term of the Contract will be automatically extended to the third (3rd) day following the polling day of such Electoral Event.

Elections Canada has the irrevocable option to extend the Term of the Contract by up to three (3) years under the same terms and conditions.

1.3.3 Security Requirement

There is a security requirement associated with the requirement. For additional information, consult Part 5 – Security, Financial and other Requirements, and Part 6 – Resulting Contract.

1.3.4 Trade Agreements

This requirement is not subject to any of the Trade Agreements.

1.3.5 Federal Contractors Program

There may be a Federal Contractors Program (FCP) for employment equity requirement associated with this procurement. Please refer to Part 6 - Resulting Contract Clauses and Part 10 – Certificates.

1.4 Communications Notification

As a courtesy, Elections Canada requests that the successful bidder notify the Contracting Authority in advance of its intention to make public announcements related to the award of a contract.

1.5 Debriefings

Once the successful bidder has been announced, bidders may request a debriefing on the results of

the RFP process. Bidders should make the request to the Contracting Authority within 20 calendar days of receipt of the results of the RFP process. The debriefing may be in writing, by telephone or in person.

Part 2. Bidders Instructions

2.1 Instructions and Conditions

Bidders who submit a proposal agree to be bound by the terms and conditions of this RFP and accept the clauses and conditions of the resulting Contract attached as Part 6 to this RFP.

2.2 Procurement Business Number

Canadian suppliers are required to have a Procurement Business Number (PBN) before the Effective Date of the Contract. Suppliers may register for a PBN in the Supplier Registration Information system, on the buyandsell.gc.ca Web site (<https://buyandsell.gc.ca/for-businesses/for-businesses-guide/register-as-a-supplier>). For non-Internet registration, suppliers may contact the InfoLine at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.

2.3 Definition of Bidder

For the purposes of this RFP, “bidder” means the person or entity (or, in the case of a joint venture, the persons or entities) submitting a proposal 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.

2.4 Submission of Proposals

2.4.1 Elections Canada requires that each proposal, at RFP closing date and time or upon request from the Contracting Authority, be signed by the bidder or by an authorized representative of the bidder. If a proposal is submitted by a joint venture, it must be in accordance with Section 2.16.

2.4.2 It is the bidder’s responsibility to:

- (a) obtain clarification of the requirements contained in the RFP, if necessary, before submitting a proposal;
- (b) prepare its proposal in accordance with the instructions contained in the RFP;
- (c) submit by the RFP closing date and time a complete proposal;

- (d) send its proposal only to Elections Canada Proposal Receiving Unit specified on page 1 of this RFP ("Proposal Receiving Unit"). The Proposal Receiving Unit is open from 8:00 a.m. to 4:30 p.m. Monday to Friday and closed on all statutory holidays;
- (e) ensure that the bidder's name, return address, the RFP number, and RFP closing date and time are clearly visible on the envelope or the parcel(s) containing the proposal; and,
- (f) provide a comprehensible and sufficiently detailed proposal, including all requested pricing details, that will permit a complete evaluation in accordance with the criteria set out in the RFP.

2.4.3 If Elections Canada has provided bidders with multiple formats of a document that forms part of the RFP (for example, a document may be downloaded through the Government Electronic Tendering Service (GETS) but may also be made available on CD-ROM through GETS), the format downloaded through GETS will take precedence. If Elections Canada posts an amendment to the RFP revising any documents provided to bidders in multiple formats, Elections Canada will not necessarily update all formats to reflect these revisions. It is the bidder's responsibility to ensure that revisions made through any RFP amendment issued through GETS are taken into account in those alternate formats that were not revised as a result of an amendment.

2.4.4 Proposal will remain open for acceptance for a period of not less than 120 calendar days from the RFP closing date. Elections Canada reserves the right to seek an extension of the proposal validity period from all responsive bidders in writing, within a minimum of three (3) calendar days before the end of the proposal validity period. If the extension is accepted by all responsive bidders, Elections Canada will continue with the evaluation of the proposals. If the extension is not accepted by all responsive bidders, Elections Canada will, at its sole discretion, either continue with the evaluation of the proposals of those who have accepted the extension or cancel the RFP.

2.4.5 Proposal documents and supporting information may be submitted in either English or French.

2.4.6 Proposals received on or before the stipulated RFP closing date and time will become the property of Elections Canada and will not be returned. All proposals will be treated as confidential, subject to the provisions of the *Access to Information Act*, R.S. 1985, c. A-1 and the *Privacy Act*, R.S. 1985, c. P-21.

2.4.7 Unless specified otherwise in the RFP, Elections Canada will evaluate only the documentation provided with a bidder's proposal. Elections Canada will not evaluate information such as references to Web site addresses where additional information can be found, or technical manuals or brochures not submitted with the proposal.

2.4.8 A proposal cannot be assigned or transferred in whole or in part.

2.5 Transmission by Facsimile and Email

2.5.1 Proposals transmitted by facsimile or electronic mail to Elections Canada will not be accepted.

2.6 Late Proposals

Elections Canada will return proposals delivered after the stipulated RFP closing date and time, unless they qualify as a delayed proposal as described in Section 2.7.

2.7 Delayed Proposals

2.7.1 A proposal delivered to the Proposal Receiving Unit after the RFP closing date and time but before the announcement of the successful bidder or before a contract is entered into may be considered, provided the bidder can prove the delay is due solely to a delay in delivery that can be attributed to the Canada Post Corporation (CPC) (or national equivalent of a foreign country). Purolator Inc. is not considered to be part of CPC for the purposes of delayed proposals. The only pieces of evidence relating to a delay in the CPC system that are acceptable to Elections Canada are:

- (a) a CPC cancellation date stamp;
- (b) a CPC Priority Courier bill of lading; or
- (c) a CPC Xpresspost label,

that clearly indicates that the proposal was mailed before the RFP closing date.

2.7.2 Misrouting, traffic volume, weather disturbances, labour disputes or any other causes for the late delivery of proposals are not acceptable reasons for the proposal to be accepted by Elections Canada.

2.7.3 Postage meter imprints, whether imprinted by the bidder, the CPC or the postal authority outside Canada, are not acceptable as proof of timely mailing.

2.8 Customs Clearance

It is the responsibility of the bidder to allow sufficient time to obtain customs clearance, where required, before the RFP closing date and time. Delays related to the obtaining of customs clearance cannot be construed as “undue delay in the mail” and will not be accepted as a delayed proposal under Section 2.7.

2.9 Legal Capacity

The bidder must have the legal capacity to contract. If the bidder is a sole proprietorship, a partnership or a corporate body, the bidder must provide, if requested by the Contracting Authority, a statement and any requested supporting documentation indicating the laws under which it is registered or incorporated together with the registered or corporate name and place of business. This also applies to bidders submitting a proposal as a joint venture.

2.10 Rights of Elections Canada

Elections Canada reserves the right to:

- (a) reject any or all proposals received in response to the RFP;
- (b) enter into negotiations with bidders on any or all aspects of their proposals;
- (c) accept any proposal in whole or in part without negotiations;
- (d) cancel the RFP at any time;
- (e) reissue the RFP;
- (f) if no responsive proposals are received and the requirement is not substantially modified, reissue the RFP by inviting only the bidders that had submitted a proposal to resubmit proposals within a period designated by Elections Canada; and
- (g) negotiate with the sole responsive bidder to ensure best value to Elections Canada.

2.11 Rejection of Proposal

2.11.1 Elections Canada may reject a proposal where any of the following circumstances is present:

- (a) the bidder is bankrupt or where, for whatever reason, its activities are rendered inoperable for an extended period;
- (b) evidence, satisfactory to Elections Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the bidder, any of its employees or any subcontractor included as part of the proposal;
- (c) evidence, satisfactory to Elections Canada, that based on past conduct or behavior, the bidder, a subcontractor or a person who is to perform the Work is unsuitable or has conducted himself/herself improperly;
- (d) Elections Canada has exercised its contractual remedies of suspension or termination

for default with respect to a contract with the bidder, any of its employees or any subcontractor included as part of the proposal; and

- (e) Elections Canada determines that the bidder's performance on other contracts, including the efficiency and workmanship as well as the extent to which the bidder performed the Work in accordance with those contracts, is sufficiently poor to jeopardize the successful completion of the requirement of this RFP.

2.11.2 Where Elections Canada intends to reject a proposal pursuant to a provision of Subsection 2.11.1, the Contracting Authority will so inform the bidder and provide the bidder ten (10) calendar days within which to make representations, before making a final decision on the rejection of the proposal.

2.11.3 Elections Canada reserves the right to apply additional scrutiny, in particular, when multiple proposals are received in response to a solicitation from a single bidder or a joint venture. Elections Canada reserves the right to:

- (a) reject any or all of the proposals submitted by a single bidder or joint venture if their inclusion in the evaluation has the effect of prejudicing the integrity and fairness of the process; or
- (b) reject any or all of the proposals submitted by a single bidder or joint venture if their inclusion in the procurement process would distort the solicitation evaluation, and would cause a result that would not reasonably have been expected under prevailing market conditions and/or would not provide good value to Elections Canada.

2.12 Communication – Solicitation Period

2.12.1 To ensure the integrity of the competitive procurement process, enquiries and other communications regarding the RFP must be directed only to the Contracting Authority identified in the RFP. Failure to comply with this requirement may result in the proposal being declared non-responsive.

2.12.2 To ensure consistency and quality of information provided to bidders, and subject to Section 2.19, enquiries received and the replies to such enquiries that result in clarifications or modifications to the requirement or that provide additional information related to the requirement, will be provided simultaneously to bidders to which the RFP has been sent, without revealing the sources of the enquiries.

2.13 Price Justification

2.13.1 In the event that the bidder's proposal is the sole responsive proposal received, the bidder must provide, on Elections Canada's request, a fair price certification, in the form prescribed by Elections Canada, whereby the bidder certifies that the price offered to Elections Canada

for the goods or services:

- (a) is not in excess of the lowest price charged to anyone else, including the bidder's most favoured customer, for the like quality and quantity of the goods, services or both;
- (b) does not include an element of profit on the sale in excess of that normally obtained by the bidder on the sale of goods, services or both of like quality and quantity; and
- (c) does not include any provision for discounts to selling agents.

2.13.2 Bidders must submit the fair price certification as well as any documentation supporting the fair price certification within the delay prescribed in the request issued pursuant to Subsection 2.13.1. Failure to comply with the request within such delay may result in the proposal being declared non-responsive.

2.14 Proposal Costs

No payment will be made for costs incurred in the preparation and submission of a proposal in response to the RFP. Costs associated with preparing and submitting a proposal, as well as any costs incurred by the bidder associated with the evaluation of the proposal, are the sole responsibility of the bidder.

2.15 Conduct of Evaluation

2.15.1 In conducting its evaluation of the proposals, Elections Canada may, but will have no obligation to, do the following:

- (a) seek clarification or verification from bidders regarding any or all information provided by them with respect to the RFP;
- (b) contact any or all references supplied by bidders to verify and validate any information submitted by them;
- (c) request, before the award of any contract, specific information with respect to bidders' legal status;
- (d) conduct a survey of bidders' facilities and/or examine their technical, managerial, and financial capabilities to determine if they are adequate to meet the requirements of the RFP;
- (e) correct any error in the extended pricing of proposals by using unit pricing and any error in quantities in proposals to reflect the quantities stated in the RFP; in the case of error in the extension of prices, the unit price will govern;

- (f) verify any information provided by bidders through independent research, use of any government resources or by contacting third parties; and
- (g) interview, at the sole costs of bidders, any bidder and/or any or all of the resources proposed by bidders to fulfill the requirement of the RFP.

2.15.2 Bidders must comply with any request related to any of the items listed in Subsection 2.15.1 within the delay prescribed in such request. Failure to comply with the request may result in the proposal being declared non-responsive.

2.16 Joint Venture

2.16.1 A joint venture is an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred as a consortium, to submit together a proposal on a requirement. Bidders who submit a proposal as a joint venture must indicate clearly that it is a joint venture and provide the following information:

- (a) the name of each member of the joint venture;
- (b) the PBN of each member of the joint venture;
- (c) the name of the representative of the joint venture, i.e. the member chosen by the other members to act on their behalf, if applicable; and
- (d) the name of the joint venture, if applicable.

2.16.2 If the information is not clearly provided in the proposal, the bidder must provide the information on request from the Contracting Authority within the delay prescribed in such request.

2.16.3 The proposal and the Contract must be signed by all the members of the joint venture unless one member has been appointed to act on behalf of all members of the joint venture. The Contracting Authority may, at any time, require each member of the joint venture to confirm that the representative has been appointed with full authority to act as its representative for the purposes of the RFP and the Contract. If a contract is awarded to a joint venture, all members of the joint venture will be jointly and severally liable for the performance of the Contract.

2.17 Conflict of Interest – Unfair Advantage

2.17.1 In order to protect the integrity of the procurement process, bidders are advised that Elections Canada may reject a proposal in the following circumstances:

- (a) if the bidder, any of its subcontractors, any of their respective employees or former employees was involved in any manner in the preparation of the RFP or in any situation of conflict of interest or appearance of conflict of interest;
- (b) if the bidder, any of its subcontractors, any of their respective employees or former employees had access to information related to the RFP that was not available to other bidders and that would, in Elections Canada's opinion, give the bidder an unfair advantage.

2.17.2 The experience acquired by a bidder who is providing or has provided the goods and services described in the RFP (or similar goods or services) will not, in itself, be considered by Elections Canada as conferring an unfair advantage or creating a conflict of interest, subject however, if such bidders trigger any of the circumstances identified in Paragraphs 2.17.1(a) and (b).

2.17.3 Where Elections Canada intends to reject a proposal under this Section, the Contracting Authority will inform the bidder and provide the bidder an opportunity to make representations before making a final decision. Bidders who are in doubt about a particular situation should contact the Contracting Authority before the RFP closing date. By submitting a proposal, the bidder represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The bidder acknowledges that it is within Elections Canada's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

2.18 Entire Requirement

The RFP contains all the relevant information relating to the requirement. Any other information or documentation provided to or obtained by a bidder from any source are not relevant to this RFP. Bidders should not assume that practices used under previous contracts will continue, unless they are described in the RFP. Bidders should also not assume that their existing capabilities meet the requirements of the RFP simply because they have met previous requirements.

2.19 Enquiries

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

2.19.2 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 Elections 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 Elections Canada determines that the enquiry is not of a proprietary nature. Elections Canada may edit the questions or

may request that the bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Elections Canada.

2.20 Applicable Laws

2.20.1 The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario, subject always to any paramount or applicable federal laws.

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

2.21 Basis for Canada's Ownership of Intellectual Property

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

- (a) the bidder, by submitting a proposal, declares that it is not interested in owning the Intellectual Property Rights in Foreground Information (as such terms are defined in Annex D – Supplemental Conditions of Part 6 – Resulting Contract); and
- (b) the main purpose of the Contract, or of the deliverables contracted for, is to generate knowledge and information for public dissemination.

Part 3. Proposal Preparation Instructions

3.1. Proposal Preparation Instructions

3.1.1 Bidders must provide a separate proposal for each proposed resource.

3.1.2 Bidders wishing to submit a proposal for the Back-Up Service Area and another Service Area must submit separate proposals.

3.1.3 Bidders are requested to submit their proposal in the same format as Sections A and B of Part 7 for the response to the Mandatory and Point Rated Criteria by completing the bidder's response portion after each criterion. Where additional space is required to adequately respond to the criterion, a separate attachment may be provided. The bidder should indicate in the bidder's response segment that the criterion has been addressed in a separate

attachment and ensure that the separate attachment clearly references the criterion identification number. Bidders are requested to provide the names and co-ordinates specified in Section C of Part 7 for each of the two references.

3.1.4 Elections Canada requests that bidders provide their proposal in separately bound sections as follows:

Section I: Technical Proposal (four hard copies)

Section II: Financial Proposal (one hard copy)

Section III: Certifications (one hard copy)

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

3.1.6 Elections Canada requests that bidders follow the format instructions described below in the preparation of their proposal:

(a) use 8.5 x 11 inch (216 mm x 279 mm) paper; and

(b) use a numbering system that corresponds to the RFP.

3.1.7 In the event that a bidder fails to provide the numbers of copies required pursuant to Subsection 3.1.4, the Contracting Authority will contact the bidder and provide the bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the proposal non-responsive.

3.1.8 To assist in reaching the objective set out in the Policy on Green Procurement, bidders are encouraged to:

(a) use paper containing fibre certified as originating from a sustainably managed forest and/or containing a minimum 30 percent recycled content; and

(b) use an environmentally preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

3.2. Section I – Technical Proposal

3.2.1 In their technical proposal, 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.

3.2.2 The technical proposal should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the proposal will be evaluated which are set out in Part 7 – Technical Evaluation Criteria. Simply repeating the statement contained in the RFP is not sufficient. In order to facilitate the evaluation of the proposal, Elections Canada requests that the bidder address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their proposal by identifying the specific paragraph and page number where the subject topic has already been addressed.

3.3. Section II – Financial Proposal

Bidders must submit their financial proposal in accordance with Part 8 – Financial Evaluation Criteria. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

3.4. Section III – Certificates

3.4.1. The certificates under Part 9 must be completed by the bidder in accordance with this Section 3.4. Bidders must provide the required certifications to be awarded a contract. Elections Canada will declare a proposal non-responsive if the required certifications are not completed and submitted as requested.

3.4.2. Bidders' compliance with the certifications provided to Elections Canada is subject to verification by Elections Canada during the proposal evaluation period and at or after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The proposal will be declared non-responsive if any certification made by the bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the proposal non-responsive.

3.4.3. The certificates under Part 9 should be completed and submitted with the proposal but may be submitted afterwards. If any of these required certificates is not completed and submitted as requested, the Contracting Authority will so inform the bidder and provide the bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the proposal non-responsive.

Part 4. Evaluation Procedures and Basis of Selection

4.1. General Evaluation Procedures

- 4.1.1 Proposals will be assessed in accordance with the entire requirement of the RFP including the technical and financial evaluation criteria.
- 4.1.2 An evaluation team composed of representatives of Elections Canada will evaluate the proposals.
- 4.1.3 The evaluation team may proceed to evaluate the proposals one Service Area at a time.

4.2. Technical Evaluation

- 4.2.1 The mandatory technical evaluation criteria are set out in Section A of Part 7 – Technical Evaluation Criteria.
- 4.2.2 The point-rated technical evaluation criteria are set out in Sections B to D of Part 7 – Technical Evaluation Criteria.

4.3. Financial Evaluation

- 4.3.1 The mandatory financial evaluation criteria are set out in Part 8 – Financial Evaluation Criteria.

4.4. Basis of Selection

- 4.4.1 A proposal must comply with all of the requirements of the RFP to be declared responsive. The evaluation and selection process will be conducted in the following phases:

- Phase 1 – Mandatory Technical Evaluation
- Phase 2 – Rated Technical Evaluation
- Phase 3 – Rated Reference Checks
- Phase 4 – Rated Interview
- Phase 5 – Financial Evaluation
- Phase 6 – Determination of Highest Ranked Bidder

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 proposal 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 proposal will be assessed as non-responsive and given no further consideration.

4.4.2 Phase 1 – Mandatory Technical Evaluation

In Phase 1, all proposals will be evaluated for their compliance with the mandatory technical evaluation criteria set out in Section A of Part 7 – Technical Evaluation Criteria. Any proposal that fails to meet any of the mandatory technical evaluation criteria will be deemed non-responsive and will not be given further consideration.

4.4.3 Phase 2 – Rated Technical Evaluation

In Phase 2, the proposals that are deemed responsive in Phase 1 will be evaluated against the rated technical evaluation criteria set out in Section B of Part 7 – Technical Evaluation Criteria (the “Phase 2 Proposal”). If any of the Phase 2 Proposals do not obtain the required minimum of 60 percent overall of the points for the technical evaluation criteria which are subject to point rating, such proposal will be deemed non-responsive and will not be given further consideration. The rating is performed on a scale of 100 points.

4.4.4 Phase 3 – Rated Reference Checks

- a) In Phase 3, for proposals that are deemed responsive in Phase 2, the bidder or, if not an individual, its proposed resource will be subject to a reference check and will be evaluated against the rated reference check evaluation criteria set out in Section C2 of Part 7 – Technical Evaluation Criteria.
- b) Elections Canada will make only three attempts over a maximum of five Business Days from the first attempt to contact a reference provided with the bidder’s proposal (the “Original Contact Information”). If Elections Canada is not successful in reaching a reference after three attempts using the Original Contact Information, the Contracting Authority may contact the bidder for alternative information to reach the same reference. Elections Canada will make only three attempts over a maximum of five Business Days from the first attempt to contact a reference using alternate contact information. The bidder will not be permitted to submit an alternate reference after the RFP closing date.
- c) If Elections Canada is unsuccessful in obtaining a response from a reference (either through the Original Contact Information or the alternate contact information), after making such attempts, the proposal will receive zero points for the rated technical evaluation criteria linked to that reference. In the event that Elections Canada does obtain a response from a reference, the score for the specific rated technical evaluation criteria may be adjusted downward or rated zero, depending on the validation information received from the reference.
- d) For greater certainty, the bidder will only be given the opportunity to provide alternate contact information one time for each reference.
- e) Listing experience without providing supporting data to describe where and how such experience was obtained shall result in the experience not being included for evaluation purposes.
- f) If the bidder or, if not an individual, its proposed resource does not obtain the required minimum of 60 percent overall of the points for the reference check evaluation criteria, based on the sum of the scores of the two reference checks combined, the bidder’s proposal will be deemed non-responsive and will not be given further consideration. The rating is performed on a scale of 100 points.

4.4.5 Phase 4 – Rated Interview

- a) In Phase 4, the bidder or, if not an individual, its proposed resource whose proposal is deemed responsive in Phase 3, will be invited to participate in an interview. Bidders will be provided at least five Business Days written notice before the interview to either:
 - (i) make any travel arrangements (at the bidder's sole cost) to attend the interview, which will take place in Gatineau, Quebec; or
 - (ii) make the necessary arrangements to attend the interview via videoconference using Skype.
- b) If the bidder or, if not an individual, its proposed resource is unable to either attend in person or via videoconference the interview at the time and date set out in the notice, the proposal will be deemed non-responsive and will not be given further consideration.
- c) If the bidder or, if not an individual, its proposed resource makes the necessary arrangement to attend via videoconference the interview but, technical difficulties (not the fault of the interviewee) prevents the interview from starting or finishing, the bidder or, if not an individual, its proposed resource will be afforded one opportunity to attend or complete the interview via videoconference using Skype at the time and place set-out in a second notice.
- d) Bidders or, if not individuals, their proposed resources invited for the interview will be evaluated against the interview evaluation criteria set out in Section D of Part 7 – Technical Evaluation Criteria.
- e) If a bidder has submitted a proposal to a Service Area with a bilingual (French and English) language requirement, the bidder or, if not an individual, its proposed resource will be required to complete an interview and written evaluation in accordance with the interview evaluation criteria set out in Section D of Part 7 – Technical Evaluation Criteria half in English and half in French. If Elections Canada, at its sole discretion, determines that the bidder, or if not an individual, its proposed resource, is not bilingual, the bidder's proposal will be deemed non-responsive and will not be given further consideration.
- f) If a bidder has submitted two proposals to a Service Area, one for the English stream and the other for the French stream, the proposals will be evaluated independently of one another.

- g) If a bidder has submitted two or more proposals, one being for the Back-Up Service Area, the proposals will be evaluated independently of one another.
- h) If the bidder or, if not an individual, its proposed resource does not obtain the required minimum of 60 percent overall of the points available for the interview evaluation criteria, the bidder’s proposal will be deemed non-responsive and will not be given further consideration. The rating is performed on a scale of 100 points.

4.4.6 Phase 5 – Financial Evaluation

- a) In Phase 5, proposals that are deemed responsive in Phases 1, 2, 3 and 4 will be evaluated against the mandatory financial evaluation criteria set out in Part 8 – Financial Evaluation Criteria.
- b) The price of the proposal will be evaluated in Canadian dollars. Goods and Services Tax or the Harmonized Sales Tax must be excluded. Canadian customs duties and excise taxes are, where applicable, to be included.

4.4.7 Phase 6 – Determination of Highest Ranked Bidder

- a) In phase 6, a combined evaluation score for those proposals that passed Phases 1, 2, 3, 4 and 5 will be determined.
- b) The combined evaluation score will be based on 60 percent technical merit and 40 percent price.
- c) The technical score for each responsive proposal will be the score obtained by the bidder for Phase 4 Rated Interview. The technical score will be multiplied by 60 percent to determine the technical merit score (“Technical Merit Score”).
- d) The proposal price determined as indicated in Section 5.1 of Part 8 will be rated against the median aggregate price of responsive proposals, and the ratio of 40 percent, calculated as follows (“Pricing Score”):

$$\frac{\text{TOTAL OF ALL RESPONSIVE PROPOSAL PRICES}}{\text{NUMBER OF RESPONSIVE BIDDERS}} = \text{MEDIAN PRICE} = 50 \text{ POINTS}$$

$$\frac{\text{MEDIAN PRICE}}{\text{PROPOSAL PRICE}} \times 50 \times 40 \text{ PERCENT} = \text{PRICING SCORE}$$

- e) For each responsive proposal, the Technical Merit Score and the Pricing Score will be added together to determine the combined rating (“Combined Rating”).
- f) Neither the responsive proposal obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. For each Service Area, the

responsive proposal with the highest Combined Rating will be recommended for award of a contract.

- g) If the bidder is an individual and is being proposed for the award of a contract for the English stream of a Service Area and the French stream of the same Service Area, the Contracting Authority will notify such bidder requesting that he/she confirms, within seven calendar days of receiving such notice, whether to award the contract to the English stream or the French stream of that Service Area. If the bidder fails to identify, within the prescribed period of time, which stream to award the contract, both proposals will be deemed non-responsive and will be given no further consideration.
- h) If the bidder is an individual and is being proposed for the award of a contract to two Service Areas, one of which is the Back-Up Service Area, the Contracting Authority will notify such bidder requesting that it confirms, within seven calendar days of receiving such notice, whether to award its contract to the Back-Up Service Area or the other Service Area. If the bidder fails to identify, within the prescribed period of time, which Service Area to award the contract, both proposals will be deemed non-responsive and will be given no further consideration.

Part 5. Security, Financial and Other Requirements

5.1 Security Requirement

5.1.1 Before award of a contract, the following conditions must be met:

- (a) the bidder must hold a valid organization security clearance as indicated in Part 6 – Resulting Contract;
- (b) the bidder's personnel requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 6 – Resulting Contract;
- (c) the bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.

5.1.2 Elections Canada will not delay the award of a contract to allow bidders to obtain the required clearance.

5.2 Insurance Requirements

5.2.1 Bidders are responsible for deciding if insurance coverage is necessary to fulfill the obligations under the resulting Contract to ensure compliance with any applicable law. Any insurance acquired or maintained by bidders is at their own expense and for their own

benefit and protection. It does not release the successful bidder from or reduce its liability under the resulting Contract.

5.3 Condition of Material

- 5.3.1 Material supplied must be new and conform to the latest issue of the applicable drawing, specification and/or part number that is in effect on the RFP closing date.



Procurement and Contracting Services
 30 Victoria Street, Gatineau QC K1A 0M6

CONTRACT

The Contractor, as identified below, agrees to sell to the Chief Electoral Officer of Canada, or any person authorized to act on his behalf, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods or services listed herein and on any attached sheets at the prices set out therefore.

Return one signed copy of the Contract forthwith.

<p>Contractor's Name and Address:</p> <p>[insert Contractor's LEGAL NAME and ADDRESS at contract award]</p>
--

<p>Contract No.:</p> <p>[insert at contract award]</p>	
<p>Title: Regional Media Advisor [Service Area to be inserted at contract award]</p>	<p>Date of Contract: [insert at contract award]</p>
<p>Term of Contract: [insert at contract award]</p>	<p>Financial Code: [insert at contract award]</p>
<p>Total Estimated Cost (incl. GST/HST): [insert at contract award]</p>	<p>GST/HST: [insert at contract award]</p>
<p>ENQUIRIES & INVOICES</p> <p>Office of the Chief Electoral Officer of Canada 30 Victoria Street Gatineau QC K1A 0M6</p>	
<p>Contract enquiries to:</p>	
Stephanie Thomas Procurement and Contracting Services	<p>Tel No.</p>
	<p>E-mail</p>
<p>Send invoices to:</p>	
[insert name, title and sector at contract award]	<p>Tel No.</p>
	<p>E-mail</p>

<p>IN WITNESS WHEREOF, this Contract has been duly executed by the Chief Electoral Officer of Canada by his duly authorized representative and by the Contractor by the hands of its officer duly authorized in that behalf.</p>	
<p>[Insert contractor's LEGAL NAME]</p> <p>_____</p> <p>(signature of authorized representative)</p> <p>_____</p> <p>(print name of authorized representative)</p> <p>_____</p> <p>(print title of authorized representative)</p> <p>Date: _____</p>	<p>Chief Electoral Officer</p> <p>_____</p> <p>(signature of authorized representative)</p> <p>[Insert name of authorized representative]</p> <p>[Insert title of authorized representative]</p> <p>Procurement and Contracting Services</p> <p>Date: _____</p>

ARTICLES OF AGREEMENT

Article 1 Interpretation

Section 1.01 Definitions

1.01.01 In the Contract, unless the context otherwise requires:

“Business Day” means a day other than a Saturday, Sunday or statutory holiday in the province of Quebec;

“Effective Date” means the date stated as the “Date of the Contract” on the first page of the Contract;

“Initial Term” has the meaning ascribed to in Section 3.01 of the Articles of Agreement;

“General Conditions” means the general conditions for services attached hereto as Annex C;

“Pricing Table” means the table attached hereto as Annex B;

“Service Area” means the area identified in Section 2.01.01 of the Articles of Agreement;

“SPOC” means the Contractor’s single point of contact referred to in Section 5.01 of the Articles of Agreement;

“SOW” means the statement of work attached hereto as Annex A;

“Task” or “Tasks” means the additional work set out in Section 4 of the SOW;

“Task Authorization” means the form that comprises the Task Request and Task Request Proposal once approved by the Contracting Authority or Technical Authority in accordance with Article 10, a sample of which is attached hereto as Annex F;

“Task Request” means a request made by the Technical Authority to the Contractor in relation to Tasks;

“Task Request Proposal” means the proposal by the Contractor in response to a Task Request containing at minimum the information set out in Subsection 10.02.02; and

ARTICLES OF AGREEMENT

“Term” means the Initial Term and any additional periods resulting from Elections Canada exercising its irrevocable option to extend the period of the Contract provided for in Section 3.02 of the Articles of Agreement.

- 1.01.02 The definitions of words and terms in the annexes and appendices apply to capitalized words and terms used in these Articles of Agreement as if those words and terms were defined herein.
- 1.01.03 The headings used in the Contract are inserted for convenience of reference only and shall not affect their interpretation.
- 1.01.04 In the Contract, words importing the singular number include the plural and vice versa, and words importing the masculine gender include the feminine gender and the neuter.

Section 1.02 Priority of Documents

- 1.02.01 The following annexes 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. These Articles of Agreement;
 - 2. Annex A – Statement of Work;
 - 2.1 Appendix A – Daily Media Report Template;
 - 2.2 Appendix B – The Role of ROs and FLOs;
 - 2.3 Appendix C – Media Relations Governance Framework;
 - 2.4 Appendix D – Media Relations Program Policy;
 - 3. Annex B – Pricing Table;
 - 4. Annex C – General Conditions;
 - 5. Annex D – Supplemental General Conditions for Contractor Ownership of IP;
 - 6. Annex E – Security Requirements Check List;
 - 7. Annex F – Sample Task Authorization;

ARTICLES OF AGREEMENT

- 8. Annex G – Invoicing Template;
- 9. Annex H – Guidelines and Policies;

[Note to Bidders]

Annex I will form part of the contract only if the Contractor will perform the Work within the Ontario Service Area.

- 10. Annex I – Sample Loan Agreement for Use of Equipment for Contractors; and
- 11. Contractor’s proposal, dated _____ **[insert date of proposal at contract award]**.

Article 2 Statement of Work

2.01.01 The Contractor must perform the Work in accordance with the SOW, in the language identified and for the geographical region relating to the area codes listed in the following table (the “Service Area”):

Name of Service Area	Area Codes within the Service Area	Language
[insert at contract award]	[insert at contract award]	[insert at contract award. For the Back-Up Service Area indicate N/A]

Article 3 Period of Contract

Section 3.01 Term

- 3.01.01 The Contract period will be from April 1, 2014 to March 31, 2017 inclusive (the “Initial Term”).
- 3.01.02 The Contractor agrees that, if an Electoral Event is called before March 31, 2014 with the polling day scheduled after April 1, 2014, it will only have obligations to perform the services set out in article 3 of the SOW during any Electoral Event which occurs after such polling day.

ARTICLES OF AGREEMENT

- 3.01.03 In the event that the last day of the Term of the Contract or any extension thereof, as the case may be, occurs during an Electoral Event, the Term of the Contract shall be automatically extended to the third day following the polling day of such Electoral Event.

Section 3.02 Option to extend

- 3.02.01 The Contractor will grant to Elections Canada irrevocable options to extend the period of the Contract by three additional periods of one year under the same terms and conditions.
- 3.02.02 Elections Canada may exercise these options at any time by sending a written notice to the Contractor at least 15 calendar days before to the Contract expiry date or any extension thereof.
- 3.02.03 Options to extend the Term of the Contract may only be exercised by the Contracting Authority.
- 3.02.04 Upon exercising each option, the amount stated as the “the total estimated cost (incl. GST/HST)” on the first page of the Contract shall be deemed to be increased to include the amount set out in Subsection 6.02.03.

Article 4 Authorities

Section 4.01 Contracting Authority

- 4.01.01 The Contracting Authority for the Contract is:

[Insert at contract award]

Procurement and Contracting Services
Elections Canada
30 Victoria Street
Gatineau QC K1A 0M6
Tel: 819-
Fax: 819-
E-mail:

- 4.01.02 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.

ARTICLES OF AGREEMENT

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.

- 4.01.03 Elections Canada may change the name of the representative designated as Contracting Authority by sending a written notice to the Contractor.

Section 4.02 Technical Authority

- 4.02.01 The Technical Authority for the Contract is:

[insert at contract award]

Elections Canada

Tel: 819-

Fax: 819-

E-mail:

- 4.02.02 The Technical Authority named above is the representative of Elections Canada and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority; however, the Technical 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 contract amendment issued by the Contract Authority.

- 4.02.03 Elections Canada may change the name of the representative designated as Technical Authority by sending a written notice to the Contractor.

Article 5 Contractor's Representative

Section 5.01 Single Point of Contact

- 5.01.01 SPOC between the Contractor and Elections Canada is:

[Note to Bidders and Contracting Authority]

Bidders are to provide in their proposal the name, title, telephone number, facsimile number and e-mail address of its representative which will be included in this Section at contract award.

ARTICLES OF AGREEMENT

- 5.01.02 The SPOC must liaise with the Contracting Authority and the Technical Authority and will be the first point of contact in terms of:
- (a) managing any business issues with the Technical Authority and any Contract issues with the Contracting Authority and in particular providing guidance, support and coordination relative to requests such as those covered by the Task Authorizations for additional services, training, enhancements, and new services;
 - (b) managing the day-to-day operational issues and technical requirements and, in particular, providing support and coordination relative to service needs such as those defined through the Task Authorizations; and
 - (c) meeting, as required, with Elections Canada, on issues relating to this Contract, including, without limiting the generality of the foregoing, to review the performance of the service, suggest improvements and assist in analyzing statistical data.

Article 6 Basis of Payment

Section 6.01 Contract Price

- 6.01.01 The Contractor will be paid for the Work in accordance with the Pricing Table.

Section 6.02 Limitation of Expenditure

- 6.02.01 Elections Canada's total liability to the Contractor under the Contract for the Work performed during the Initial Term must not exceed \$[insert at contract award]. Customs duties are included and GST or HST, if applicable is extra.
- 6.02.02 The amount indicated in Subsection 6.02.01 includes a firm lot price of \$[insert at contract award] for all the Work performed during an Electoral Event in accordance with Article 3 of the SOW.
- 6.02.03 If Elections Canada exercises the option to extend the period of the Contract as per Section 3.02 of the Articles of Agreement, Elections Canada's total liability to the Contractor for the Work performed during each additional period of one year must not exceed \$[insert estimated amount for each option year (assumption that the amount is the same for each option year)]. Customs duties are included and GST or HST, if applicable is extra.

ARTICLES OF AGREEMENT

- 6.02.04 Elections Canada's obligation with respect to the portion of the Work under the Contract that is performed through Task Authorizations is limited to the amount set out in such Task Authorizations.
- 6.02.05 No increase in the total liability of Elections 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 services that would result in Elections Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority.
- 6.02.06 With respect to each of the amount set out in Subsections 6.02.01 and 6.02.03, the Contractor must notify the Contracting Authority in writing as to the adequacy of such amount:
- (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.
- 6.02.07 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 Elections Canada's liability.

Section 6.03 Travel and Living Expenses

- 6.03.01 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 provided 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".
- 6.03.02 All travel must have the prior authorization of the Technical Authority. All payments are subject to audit.

ARTICLES OF AGREEMENT

6.03.03 Subject to Subsection 6.03.02, the maximum cost of the travel and living expenses is \$[insert at contract award].

Section 6.04 Goods and Services Tax or Harmonized Sales Tax

6.04.01 The estimated GST or HST, if applicable, is included in the total estimated cost specified on page 1 of the Contract. The GST or HST is not included in the Contract Price but will be paid by Elections Canada as provided in Article 8 – Payments and Invoices. The Contractor agrees to remit to the Canada Revenue Agency any amounts of GST and HST paid or due.

Article 7 Information Reporting

Section 7.01 Form T1204

7.01.01 Pursuant to paragraph 221 (1)(d) of the *Income Tax Act*, R.S. 1985, c. 1 (5th Supp.), payments made by departments and agencies, which includes Elections Canada, to contractors under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T1204 Government Service Contract Payments slip.

7.01.02 To enable Elections Canada to comply with this requirement, the Contractor must provide the following information within 15 calendar days following the award of the Contract:

- (a) the legal name of the Contractor, i.e. the legal name associated with its business number or Social Insurance Number (SIN), as well as its address and postal code;
- (b) the status of the Contractor, i.e. an individual, a sole proprietorship, a corporation, or a partnership;
- (c) the business number of the Contractor if the Contractor is a corporation or a partnership and the SIN if the Contractor is an individual or a sole proprietorship. In the case of a partnership, if the partnership does not have a business number, the partner who has signed the Contract must provide its SIN; and
- (d) in the case of a joint venture, the business number of all parties to the joint venture who have a business number or their SIN if they do not have a business number.

7.01.03 The information must be sent to the Contracting Authority. If the information includes

a SIN, the information should be provided in an envelope marked "PROTECTED".

Article 8 Payment and Invoices

[Note to Bidders and Contracting Authority]

Section 8.01 will be deleted from the resulting contract of the successful bidder of the Back-Up Service Area.

Section 8.01 Method of Payment for the Work during an Electoral Event

8.01.01 Elections Canada will pay the Contractor a firm lot price, as identified in the Pricing Table, for the Work performed in accordance with Article 3 of the SOW 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 Elections Canada; and
- (c) the Work performed has been accepted by Elections Canada.

Section 8.02 Method of Payment for Task Authorizations

8.02.01 For each Task Authorization, Elections Canada will pay the Contractor on a monthly basis for that part of the Work set out in the Task Authorization completed and delivered during the month covered by the invoice in accordance with the Contract if:

- (a) an accurate and complete invoice in the form attached hereto as Annex G;
- (b) any other documents required by the Contract have been submitted in accordance with this Article 8 and Article 6 of the General Conditions;
- (c) a copy of the Task Authorization;
- (d) all such documents have been verified by Elections Canada; and

ARTICLES OF AGREEMENT

- (e) the Work pursuant to the Task Authorization has been performed and accepted by Elections Canada.

Section 8.03 Invoice Instructions

- 8.03.01 The Contractor must submit invoices in the form attached hereto as Annex G and 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.
- 8.03.02 Each invoice must be supported by:
- (a) a copy of time sheets to support the time claimed for Work completed pursuant to a Task Authorization;
 - (b) any other documents or progress reports as specified in the Contract to substantiate the Work performed; and
 - (c) a copy of the invoices, receipts, and vouchers for all authorized travel and living expenses and other direct expenses, if any.
- 8.03.03 The original and one copy of each invoice along with one copy of the supporting documentation identified in Subsection 8.02.02 must be forwarded to the address shown on page 1 of the Contract for certification and payment.

Article 9 Elections Canada’s Facilities, Equipment and Personnel

[NOTE TO BIDDERS]

Sections 9.01 (Facilities), 9.02 (Policies) 9.03 (Equipment) and 9.06 (Access to Personnel) will only form part of the contract if the Contractor will be providing the Work within the Ontario Service Area.

Section 9.01 Facilities

- 9.01.01 Elections Canada shall provide the Contractor with access to Elections Canada facilities and working space for the performance of the Work in accordance with the SOW.

Section 9.02 Policies

ARTICLES OF AGREEMENT

9.02.01 The Contractor shall adhere to and comply with all Elections Canada policies, guidelines, directives and standards relating to the access and use of Elections Canada facilities and personnel.

Section 9.03 Equipment

9.03.01 Elections Canada shall provide the Contractor with the following:

- (a) access to and use of the Equipment, provided that the Contractor signs a loan agreement in the form set forth in *Annex I – Loan Agreement for Use of Equipment for Contractors* within ten calendar days of receipt of such Equipment; and
- (b) access to key contacts within Elections Canada who can assist Contractor in connection with the use of the Equipment.

9.03.02 The Contractor shall use the Equipment provided by Elections Canada:

- (a) only for the purpose of carrying out his or her activities pertaining to the Contract; and
- (b) in compliance with Elections Canada’s “Information Technology Infrastructure Acceptable Use Policy,” “Policy on Telecommunications Equipment and Services and their Use” and “Security Policy” set forth in the attached Annex C – Guidelines and Policies.

9.03.03 The Contractor shall return the Equipment at the end of the Term or as otherwise instructed by the Technical Authority.

9.03.04 For the purpose of this Article, “Equipment” means the equipment and material listed in the Loan Agreement signed in accordance with Subparagraph 9.03.01(a).

9.03.05 For greater certainty, the Equipment shall be deemed to form part of what constitutes “EC Property” for the purposes of the General Conditions.

[NOTE TO BIDDERS]

For all Contractors not providing the Work within the Ontario Service Area, Sections 9.04, 9.05 and 9.06 will only form part of the contract.

ARTICLES OF AGREEMENT

Section 9.04 Access to the Location of the Work

9.04.01 Elections Canada's facilities, equipment, documentation and personnel are not automatically at the disposal of the Contractor. If access to government premises, computer systems (micro computer network), working space, telephones, terminals, documentation and personnel for consultation is required by the Contractor to perform the Work, the Contractor must advise the Contracting Authority of the need for such access in a timely fashion. If the Contractor's request for access is approved by Elections Canada and arrangements are made to provide access to the Contractor, the Contractor, its subcontractors, agents and employees must comply with all the conditions applicable at the Work site. The Contractor must further ensure that the facilities and equipment are used solely for the performance of the Contract.

Section 9.05 Access to Personnel

9.05.01 Elections Canada's personnel is not automatically at the disposal of the Contractor. The Contractor is responsible for timely identification of the need for access to the referenced personnel.

9.05.02 Subject to the approval of the Technical Authority, arrangements will be made for the Contractor to access the required personnel at Elections Canada's earliest convenience.

Article 10 Tasking

Section 10.01 Additional Tasks

10.01.01 The Technical Authority may request that the Contractor perform Tasks. All Task Requests shall be authorized by either or both the Contracting Authority and the Technical Authority in accordance with this Article.

10.01.02 The Contractor acknowledges and agrees that Elections Canada is not committing to requesting from the Contractor any Task that may be associated with Section 4 of the SOW. For greater certainty, Elections Canada may determine, at its sole discretion, to request such Task from its employees or other contractors.

10.01.03 Task Requests shall be prepared using the sample Task Authorization attached hereto as Annex F.

Section 10.02 Authorization Process

ARTICLES OF AGREEMENT

10.02.01 Step 1

The Technical Authority shall submit a Task Request to the Contractor.

10.02.02 Step 2

The Contractor shall reply to the Task Request by submitting a proposal to the Task Request to the Contracting Authority and the Technical Authority within the timeframe specified in the Task Request (the “Task Request Proposal”).

Prior to submitting the Task Request Proposal, the Contractor may request any clarifications or negotiate any modifications as necessary, resulting in a “revised request” from the Technical Authority.

The Task Request Proposal shall include the following:

- (a) a detailed description of the Tasks to be performed;
- (b) the price proposal, which shall be computed in accordance with the basis of payment provisions of this Contract and Annex B – Pricing Table, and acceptable price support and price breakdown including a breakdown by category of resource type;
- (c) an estimate or an actual number of person-hours of effort required, per category, as applicable;
- (d) start and completion date(s) of the Task;
- (e) a request number (serialized coding for new activity traceability), including original documents and amendments;
- (f) the Contract number;
- (g) an estimate or actual cost for the Task;
- (h) whether the Task will be performed by the Contractor or a sub-contractor;
- (i) contact information, including names, locations and telephone numbers;
- (j) a timeframe within which the Task Request must be approved to meet the proposed deliverable dates; and

ARTICLES OF AGREEMENT

(k) any other supporting details.

10.02.03 Step 3

The Technical Authority shall notify the Contractor that the Task Request Proposal has either been:

- (a) rejected;
- (b) submitted to the Contracting Authority for approval in accordance with the process described in Step 4; or
- (c) approved and that the Contractor is authorized to commence the Task in accordance with the approved Task Authorization.

10.02.04 Step 4

The Contracting Authority must approve all Task Requests. If the Contracting Authority determines that the Task Request Proposal will result in the limitation of expenditure set out in Subsection 6.02.01 being exceeded, an amendment to the Contract must be signed prior to the approval of the Task Request Proposal.

Section 10.03 Changes to a Task Request

10.03.01 The Task Authorization must not be amended. Any changes required to a Task Request must be authorized in writing by the Technical Authority, using the identical procedure specified in this Article as if it was an original Task Request. The new Task Request shall highlight the required amendments.

Section 10.04 Change Request Completion/Procedures

10.04.01 The Contractor must monitor all Task Authorizations issued under the Contract.

10.04.02 Closure will be subject to the Technical Authority's acceptance of the completed Tasks.

10.04.03 If the Tasks are acceptable, the Technical Authority will inform the Contractor to proceed with the Task Authorization closure, at the detailed final costs.

10.04.04 If at any time the Contractor believes that the Tasks specified in a Task Authorization have been completed, the Contractor must proceed as follows to request the closure of the Task Authorization:

ARTICLES OF AGREEMENT

- (a) the Contractor must determine the final costs of the Task to Elections Canada, itemized as necessary for each individual tasking within the Task Authorization; and
- (b) the Contractor must submit a letter to the Technical Authority, with a copy to Contracting Authority, requesting the closure of the Task Authorization with reference to the completion of the Tasks described therein.

Section 10.05 Task Payment

- 10.05.01 Any adjustment to the Contract price that results from any agreed Task in accordance with this Article shall be paid in the manner set out in the Contract.

Article 11 Security Requirement

Section 11.01 Security Requirement

- 11.01.01 Unless the Contractor is an individual, the Contractor must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS) granted or approved by Elections Canada.
- 11.01.02 The Contractor personnel requiring access to PROTECTED information, assets or Work site(s) must each hold a valid "Reliability Status", granted or approved by Elections Canada.
- 11.01.03 The Contractor must comply with the provisions of the:
 - (a) Security Requirements Check List, attached hereto as Annex E; and
 - (b) Industrial Security Manual (latest edition).

Article 12 Insurance

Section 12.01 Insurance

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

ARTICLES OF AGREEMENT

Article 13 Applicable Laws

Section 13.01 Applicable Laws

- 13.01.01 The Contract must be interpreted and governed by and construed in accordance with the laws of the province of Ontario and the laws of Canada therein.

Article 14 Certification

Section 14.01 Certification

- 14.01.01 Compliance with the certifications provided by the Contractor in its proposal (the “Certificates”) is a condition of the Contract and subject to verification by Elections 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 the Certificates is untrue, whether made knowingly or unknowingly, Elections Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.
- 14.01.02 If at any time during the Term, the Contractor or, if the Contractor is a joint venture, any member of the Contractor, appears on the “FCP Limited Eligibility to Bid” list which can be found at http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml, Elections Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

Section 14.02 Proactive Disclosure of Contracts with Former Public Servants

- 14.02.01 By providing information on its status in the Certificates, with respect to being a former public servant in receipt of a *Public Service Superannuation Act* 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.

Article 15 Avoidance of Political Partisanship

- 15.01.01 The Contractor represents and warrants that:

ARTICLES OF AGREEMENT

- (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, is/are not presently, or will not become engaged during the term of the 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 who supervise the carrying out the Work 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.

15.01.02 Section 15.01.01 does not prevent the Contractor or its officers and employees, who perform or supervise the Work, 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.

Article 16 Amendment to the General Conditions

Section 16.01 Subcontractors

16.01.01 Subsection 4.01.02 of the General Conditions is amended by inserting the following new Subsection 4.01.03:

- 4.01.03 Notwithstanding Subsection 4.01.02(b), the Contractor agrees that it will not subcontract or permit a subcontractor to perform any part of the Work that might be considered customary to subcontract in the carrying out of similar contracts during an Electoral Event without first obtaining the consent of the Technical Authority.

Article 17 Access to Information

ARTICLES OF AGREEMENT

- 17.01.01 Records created by the Contractor under the control of Elections Canada are subject to the *Access to Information Act*. The Contractor acknowledges the responsibilities of Elections Canada under the *Access to Information Act* and must, to the extent possible, assist Elections Canada in discharging these responsibilities. Furthermore, the Contractor acknowledges that section 67.1 of the *Access to Information Act* provides that any person who destroys, alters, falsifies or conceals a record, or directs anyone to do so, with the intent of obstructing the right of access that is provided by the *Access to Information Act* is guilty of an offence and is liable to imprisonment or a fine, or both.

[NOTE TO BIDDERS]

Either Subsection 18.01.01 will form part of the resulting contract if the successful bidder is a Canadian contractor and Subsection 18.01.02 if it is a foreign contractor.

Article 18 Foreign Nationals

- 18.01.01 The Contractor must comply with Canadian immigration requirements applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Service Canada regional office to enquire about Citizenship and Immigration Canada's requirements to issue a temporary work permit to a foreign national. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.
- 18.01.02 The Contractor must comply with Canadian immigration legislation applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Canadian Embassy, Consulate or High Commission in the Contractor's country to obtain instructions, information on Citizenship and Immigration Canada's requirements and any required documents. The Contractor is responsible for ensuring that foreign nationals have the required information, documents and authorizations before performing any work under the Contract in Canada. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

[NOTE TO BIDDERS]

If applicable, depending on the legal status of the successful bidder, the following Article will

ARTICLES OF AGREEMENT

form part of the resulting contract and will be completed at the award of the contract.

Article 19 Joint Venture

Section 19.01 Joint Venture Contractor

19.01.01 The Contractor confirms that the name of the joint venture is _____ and that it is comprised of the following members:

[Insert at Contract Award award]

(a) With respect to the relationship among members of the joint venture Contractor, each member agrees, represents and warrants (as applicable) that:

- i. _____ has been appointed as the “representative member” of the joint venture Contractor and has full authority to act as agent for each member regarding all matters relating to the Contract;
- ii. by giving notice to the representative member, Elections Canada will be considered to have given notice to all members of the joint venture Contractor; and
- iii. all payments made by Elections Canada to the representative member will act as a release by all the members.

19.01.02 All the members agree that Elections Canada may terminate the Contract at its discretion if there is a dispute among the members that, in Elections Canada’s opinion, affects the performance of the Work in any way.

19.01.03 All the members are jointly and severally liable for the performance of the entire Contract.

19.01.04 The Contractor acknowledges that any change in the membership of the joint venture (i.e., a change in the number of members or the substitution of another legal entity for an existing member) constitutes an assignment and is subject to the assignment provisions of the General Conditions.

19.01.05 The Contractor acknowledges that all security and controlled goods requirements in the Contract, if any, apply to each member of the joint venture Contractor.

Annex A - Statement of Work

1. INTERPRETATION

1.01 Definitions

1.01.01 Unless the context clearly requires otherwise, the capitalized terms used in this Statement of Work (“SOW”) shall have the definitions assigned to them in the Articles of Agreement or in this Section 1.01. These definitions shall apply equally to both the singular and plural forms of the terms defined, and words of any gender shall include each other gender when appropriate.

CEA means the *Canada Elections Act*, S.C. 2000, c. 9, as amended from time to time;

Deployment Notice means the notice by the Technical Authority to the Contractor stating that a writ has been issued for a general election;

EC means Elections Canada;

ECHQ means EC’s offices located in Gatineau in the Province of Quebec;

Electoral Event means a federal general election;

EXCOM means EC executive committee;

External Relations means the directorate within EC responsible for media relations, strategic communications and issues management;

FLO means a contractor of EC referred to as a field liaison officer;

Media Advisor or Senior Media Advisor means a person working at ECHQ;

Media Relations means a the unit within the External Relations of EC responsible for media relations;

Media Relations and Strategic Communication Services has the meaning ascribed to it in Section 3.01.01;

RMA means the Contractor or its resource, as the case maybe; and

RO means a returning officer appointed under the CEA.

1.01.02 For the purposes of this SOW, an Electoral Event will be considered to have begun when both of the following have occurred:

- (a) the writ is issued for a federal general election; and
- (b) the Technical Authority has provided a Deployment Notice;

and will end two Business Days after polling day.

2. BACKGROUND AND SCOPE OF WORK

2.01 EC Mandate

2.01.01 The Chief Electoral Officer of Canada, an agent of Parliament, exercises general direction and supervision over the conduct of elections and referendums at the federal level. The Chief Electoral Officer of Canada heads the Office of the Chief Electoral Officer of Canada, commonly known as EC, which has unique organizational features. With little or no notice, the Prime Minister can initiate an electoral event. Once a writ of election, by-election or referendum is issued by the Chief Electoral Officer, EC and an appointed returning officer in each of the country's 338 federal electoral districts mobilize thousands of temporary staff and set the machine of an electoral process in motion.

2.01.02 The statutory mandate of EC is highly operational. A legal separation of responsibilities prevents formal centralization of authority over the electoral process and demands high levels of direct local participation and management by the political parties and election officers involved. Much of electoral administration policy is explicitly stated in electoral legislation and thus remains directly in the hands of Parliament.

2.01.03 Delivery goals for the organization are defined in terms of being ready to respond to unpredictable events. Once an electoral event begins, targets and deadlines are clearly established in the law; they are neither self-imposed nor flexible.

2.01.04 Some key measures associated with these targets and deadlines are:

- (a) a minimum of 36 days from the issue of the writ to election day;
- (b) 338 electoral districts;
- (c) 338 autonomous returning officers;
- (d) over 150,000 election officers;
- (e) over 20 million electors; and

(f) over 2,100 candidates.

2.01.05 EC's Integrated Services, Policy and Public Affairs Sector ("ISPPA") informs Canadian citizens both in Canada and abroad of their voting rights and how to exercise those rights. During an election or referendum, ISPPA uses paid advertising, and public, media and community relations activities. As part of ISPPA, External Relations answers enquiries from the media and produces and distributes information to the public and the media in print, video and other media. External Relations also prepares communications strategies and provides communications support for EC's strategic objectives. This includes maintaining links with stakeholders to ensure that all target audiences receive the information they need to participate in electoral events.

2.02 Project Background

2.02.01 During and between Electoral Events, EC provides media and public relations services nationally and regionally. On a daily basis, this involves providing responses to media queries and supporting EC's communications objectives. Specifically, External Relations performs, among others, the following tasks:

- (a) preparing and disseminating press releases, media advisories and other communications products;
- (b) organizing news conferences and media briefings;
- (c) researching and providing background media information on topics of interest to members of the agency;
- (d) preparing daily and special press clippings;
- (e) preparing media analyses and reports on media issues and media coverage;
- (f) conducting media research;
- (g) providing media training and public relations/media relations support to EC employees, FLOs and ROs; and
- (h) supporting and implementing EC's ongoing strategic communications objectives and deliverables.

2.03 Scope of Work

[NOTE TO BIDDERS]

For the bidder that will be awarded a contract for the Back-Up Service Area, Subsection 2.03.01 will be deleted and replaced with the following:

2.03.01 The Contractor will, as and when requested pursuant to and in accordance with a Task Authorization, provide Media Relations and Strategic Communications Services to EC during Electoral Events.

2.03.01 The Contractor will provide Media Relations and Strategic Communications Services to EC during Electoral Events.

2.03.02 The Contractor will, as an when requested pursuant to and in accordance with a Task Authorization, provide Media Relations and Strategic Communications Services, to EC:

- (a) within the Service Area during periods outside of an Electoral Event; and
- (b) within another region described in such Task Authorization whether during an Electoral Event or during periods outside of an Electoral Event.

3. SERVICES DURING AN ELECTORAL EVENT

[NOTE TO BIDDERS]

For the bidder that will be awarded a contract for the Back-Up Service Area, the first sentence of Subsection 3.01.01 will be deleted and replaced with the following:

3.01.01 As and when requested pursuant to and in accordance with a Task Authorization, the Contractor must provide the Media Relations and Strategic Communication Services that are described in such Task Authorization during an Electoral Event in the Service Area. The following is a list of Media Relations and Strategic Communication Services:

3.01 Media Relations and Strategic Communication Services

3.01.01 During an Electoral Event, the Contractor shall provide the following Media Relations and Strategic Communication Services in the Service Area:

- (a) provide strategic communications advice on the handling of sensitive media issues. This may include, but is not limited to, discussing potential interview requests with External Relations and selecting appropriate spokespeople as required;

- (b) respond to media calls, enquiries and requests for interviews (print, radio, television and electronic media), as well as providing background information and explanations of EC's priorities to media representatives which is based on External Relations approved information and explanation;
- (c) provide on-the-ground media support to External Relations, FLOs or ROs by, among other things:
 - i. at the request or with the approval of the Technical Authority, organizing media events such as news conferences, Chief Electoral Officer town hall events, special events and communication based research;
 - ii. maintain regular contact with FLOs and ROs; and
 - iii. liaising for EC's other contractors that are providing Media Relations and Strategic Communications Services in other areas of Canada.
- (d) at the request of the Technical Authority and provided to the Technical Authority within the time deadlines requested, draft news releases, media advisories, media lines, communication strategies and/or other media-related documents such as "Questions & Answers". The Contractor must not use any official media lines without first having obtained the approval of the Technical Authority;
- (e) at the request of the Technical Authority, provide advice and media relations training to EC officials, FLOs, ROs and elections officers. This may include, but is not limited to, interview preparation for ROs or FLOs, crisis communications training for elections officers. In such an event, the Contractor must organize the logistics of the training;
- (f) maintain up-to-date contacts with and knowledge of national and/or regional media outlets operating in the Service Area. The Contractor must identify and locate the national and/or regional media outlets that operate within the Service Area;
- (g) at the request or as approved by the Technical Authority, provide advertising placement advice or assist in placing advertising in national and/or regional media;
- (h) produce and deliver to the Technical Authority a daily field report on regional and national issues, as the case maybe, in the form attached as Appendix A by 8:00 p.m. on weekdays and 6:00 p.m. on weekends using MS Office 2010 Standard software;
- (i) produce and deliver to the Technical Authority the report referred to in Article 5 in accordance with such Article 5;

- (j) participate in a daily conference call with External Relations at 11 a.m. ET and any other conference call that is organized by the Technical Authority; and
- (k) consult with as and when required with the Technical Authority.

3.02 Communications

3.02.01 To ensure that all media receive the same efficient service, Media Relations are available to the media for enquiries during the following hours:

Monday to Friday – 8:00 a.m. to 9:00 p.m. ET
Saturday and Sunday – 9:00 a.m. to 8:00 p.m. ET

3.02.02 EC has dedicated media hotlines to handle requests from the media, FLOs and ROs. EC will be automatically route calls relating to the Service Area to the RMA.

3.02.03 In addition to EC distribution and advertisement, the Contractor shall provide and use in connection with the performance of the Work, the following toll-free number 1-877-877-9515.

3.03 Availability and Condition of Work

[NOTE TO BIDDERS]

All Service Areas Except Ontario

For those bidders that will be awarded a contract for any Service Area other than the Ontario Region Service Area and the Back-Up Service Area, only Subsections 3.03.01 and 3.03.02 will be included in the SOW that forms part of the resulting contract.

3.03.01 The RMA must be available at all times via cellular phone whether it be during evening, weekends, and statutory holidays, to provide the Media Relations and Strategic Communication Services during an Electoral Event.

3.03.02 The Contractor acknowledges that the performance of the Media Relations and Strategic Communication Services during an Electoral Event is often required to be completed in extremely difficult circumstances, within a tight time frame, and under stressful circumstances.

[NOTE TO BIDDERS]

Ontario

For those bidders that will be awarded a contract for the Ontario Service Area, only Subsection 3.03.03 will be included in the SOW that forms part of the resulting contract.

- 3.03.03 In order to perform the Media Relations and Strategic Communication Services during an Electoral Event, the RMA must:
- (a) in accordance with an Electoral Event schedule prepared by the Technical Authority, and which may from time to time and without notice to the RMA be amended, attend ECHQ during regular and rotating shifts which will include evening, weekend, and statutory holiday shifts;
 - (b) when requested by the Technical Authority, be onsite at ECHQ within 1.5 hours of being notified (by cellular and/or e-mail); and
 - (c) be on call via cellular phone at all times (including evenings, weekends, and statutory holidays).

[NOTE TO BIDDERS]

Back-up Service Area

For the bidder that will be awarded a contract for the Back-Up Service Area, only Subsections 3.03.04 and 3.03.05 will be included in the SOW that forms part of the resulting contract.

3.03.04 If the RMA is performing Work during an Electoral Event pursuant to a Task Authorization, it must be available at all times via cellular phone whether it be during evening, weekends, and statutory holidays, to provide the Media Relations and Strategic Communication Services described in such Task Authorization.

3.03.05 The Contractor acknowledges that the performance of the Media Relations and Strategic Communication Services during an Electoral Event is often required to be completed in extremely difficult circumstances, within a tight time frame, and under stressful circumstances.

4. SERVICES OUTSIDE AN ELECTORAL EVENT

4.01 As and when Requested Services

4.01.01 During the periods outside of an Electoral Event and in accordance with the Task Authorization, the Contractor will, as and when requested pursuant to such Task Authorization,:

- (a) provide any or all of the Media Relations and Strategic Communication Services in any region of Canada in the language requested;
- (b) be available to receive training from EC by any means, to be held anywhere in Canada, on the date and time specified in the Task Authorization; and
- (c) provide any other services related to Media Relations and Strategic Communications Services.

4.02 Representing EC

4.02.01 Subject to a Task Authorization providing otherwise, between Electoral Events, the Contractor must not respond, in the name of EC, to media calls and requests and must not in any way give the perception that the Contractor represents EC.

5. EVALUATION AND REPORTING

[NOTE TO BIDDERS]

For the bidder that will be awarded a contract for the Back-Up Service Area, Section 5.01 will be deleted and replaced with the following:

5.01.01 If the Contractor is performing Work during an Electoral Event pursuant to a Task Authorization, the Contractor must, if requested in such Task Authorization, provide a written report by no later than two Business Days after the polling day to the Technical Authority addressing the following matters:

- (a) statistical information relating to the number of reactive and proactive calls made during the electoral period;
- (b) a summary of issues of interest to the regional media;
- (c) issues of concern arising during the electoral period;
- (d) a description of working relationships with ECHQ, FLOs, ROs and other EC officials such External Relations and Media Relations;
- (e) suggestions for improvements to the role of the RMA during the Electoral Event; and
- (f) general concerns and comments regarding the Electoral Event.

5.01.02 The Contractor must work on the report referred to in Subsection 5.01.01 throughout the Task Authorization in order to ensure that such report compiles all of the information required pursuant to such subsection.

5.01 Report

5.01.01 The Contractor must provide a written report by no later than two Business Days after the polling day to the Technical Authority addressing the following:

- (g) statistical information relating to the number of reactive and proactive calls made during the electoral period;
- (h) a summary of issues of interest to the regional media;
- (i) issues of concern arising during the electoral period;

- (j) a description of working relationships with ECHQ, FLOs, ROs and other EC officials such External Relations and Media Relations;
- (k) suggestions for improvements to the role of the RMA during the Electoral Event;
and
- (l) general concerns and comments regarding the Electoral Event.

5.01.02 The Contractor must work on the report referred to in Subsection 5.01.01 throughout the Electoral Event in order to ensure that such report compiles all of the information required pursuant to such subsection.

6. CODE OF CONDUCT

6.01.01 The Contractor shall maintain effective working relationships with the FLOs, ROs and EC by:

- (a) demonstrating patience and tact in dealing with the media;
- (b) working both independently and as part of a team;
- (c) dealing with all participants in the federal electoral process with respect;
- (d) acting with discretion at all times;
- (e) respecting the roles and responsibilities of all participants in the federal electoral process; and
- (f) not engaging in politically partisan activities and respecting the political neutrality of EC.

7. REPRESENTATIONS

7.01.01 For the purpose of performing the Work, the Contractor acknowledges and agrees to respect the roles and responsibilities of the ROs and FLOs, which roles and responsibility are outlined in the attached Appendix B – Roles of ROs and FLOs.

7.01.02 The Contractor acknowledges the attached Appendix C - Media Relations Governance Structure and agrees to not compromise and to adhere to such governance structure.

7.01.03 The Contractor acknowledges the attached Appendix D - Media Relations Program Policy and agrees to comply with such policy.

APPENDIX A



2015 General Election / 2015 Élection générale
RMA DAILY MEDIA REPORT / RAPPORT MÉDIATIQUE QUOTIDIEN DES CRMs

DATE: [Month / Day / Year: Day X] / [Jour / Mois / Année : Jour X]

REGIONAL MEDIA ADVISOR / CONSEILLER RÉGIONAL :

REGION / RÉGION :

EXECUTIVE SUMMARY / SOMMAIRE EXÉCUTIF

[Brief narrative / Bref exposé]

EMERGING TRENDS / TENDANCES ÉMERGENTES

[Brief description / Brève description]

APPENDIX A

SUMMARY OF MEDIA CALLS / SOMMAIRE DES APPELS MÉDIATIQUES

(Do not include interviews as part of your daily summary of media calls /
Ne pas inclure les entrevues dans le sommaire quotidien des appels)

	TOTAL CALLS TODAY / NOMBRE D'APPELS QUOTIDIENS			ELECTION TOTAL / TOTAL POUR ÉLECTION		
	Opened / En cours	Closed / Répondus	Pending / En attente	Opened / En cours	Closed / Répondus	Pending / En attente
Red / Rouge *						
Amber / Ambre **						
Green / Vert ***						
Total						

* Questions that are referred to EXCOM or the CEO / Questions référées aux COMEX ou au DGE.

** Questions that require input from EC subject matter experts / Questions exigeant la participation des experts en la matière.

*** Question RMA can answer with information that is publicly available, using a response that was previously provided, or using pre-approved media lines / Question qui peut être répondue par le ou la CRM en tenant compte des renseignements déjà rendus publics, des réponses passées ou des messages pré-approuvés.

TYPE OF MEDIA / TYPE DE MÉDIAS

TOTAL CALLS TODAY / NOMBRE D'APPELS QUOTIDIENS				ELECTION TOTAL / TOTAL POUR ÉLECTION			
Print / Presse	TV / Télé	Radio	Internet	Print / Presse	TV / Télé	Radio	Internet

INTERVIEW REQUESTS / DEMANDES D'ENTREVUES

Interviewee	TOTAL REQUESTS TODAY / NOMBRE DE DEMANDES QUOTIDIENNES			ELECTION TOTAL / TOTAL POUR ÉLECTION		
	Requested / Demandes	Accepted / Acceptées	Declined / Déclinées	Requested / Demandes	Accepted / Acceptées	Declined / Déclinées
CEO / DGE						
RMA / CRM						
Other / Autre						

APPENDIX A

PROACTIVE CALLS / APPELS SOLLICITÉS		
TOPIC / SUJET	TOTAL REQUESTS TODAY / NOMBRE DE REQUÊTES QUOTIDIENNES	ELECTION TOTAL / TOTAL POUR ÉLECTION

ANALYSIS / ANALYSE								
Red / Rouge Amber / Ambre Green / Vert	Topic / Sujet	Question	Journalist / Journaliste	Media Outlet / Source	Contact	Time opened / Heure de la requête	Time closed / Heure de la réponse	Comments / Commentaires

Appendix B -- The Role of ROs and FLOs

1. The Role of ROs

The media may contact ROs to gather information or request an interview. ROs are authorized to give the media basic information, such as poll locations, voting hours and the process for voting by special ballot. ROs may also direct the media to the Elections Canada Web site at www.elections.ca.

If an RO receives a media request for an interview or additional information, he or she should handle it as follows:

- Take the reporter's information (name, phone number, media outlet, subject and deadline) and advise him or her that the request will be forwarded to an Elections Canada media advisor.
- Forward the information to the FLO, who will work with the RMA and External Relations to decide whether the interview should proceed; who will conduct it; and/or what approved information will be given as a response. In the three territories (Yukon, Northwest Territories and Nunavut), the FLO works directly with ECHQ, which acts as the RMA.

2. The Role of FLOs

FLOs are in constant contact with the RMA assigned to their region to discuss media requests.

FLOs are responsible for reporting all media interviews and activities conducted in their regions in their daily reports to HQ. The media report is called INFO-FLO and must be submitted to the FLO Support Unit, which forwards the final report to ECHQ by 8:00 p.m. ET on weekdays and 6:00 p.m. ET on weekends.

FLOs are authorized to conduct fact-based interviews with local and regional media based on publicly available information (such as appears on our Web site). Interview requests that do not meet this criterion must be approved beforehand by ECHQ.

FLOs must also highlight sensitive requests for media interviews, and other exceptions to the general rule, before they occur.

Appendix C - Media Relations Governance Framework

Objective: An updated approach to media relations that responds to feedback from journalists and reflects our revised governance.

We seek to:

1. Respond to media questions and requests for interviews on a timely basis (same-day response to green and amber enquiries).
2. Ensure EC key messages are reflected in short, easy to understand responses, with supporting rationale as required.
3. Take advantage of opportunities to communicate EC key messages when responding to journalists and conducting interviews.

Categorization	Approvals Required	Expected Timeline	Responsibilities
<p><u>Green Enquiry:</u> A green enquiry is one that is answered by using:</p> <ul style="list-style-type: none"> - information that is publicly available (i.e. EC website; information provided to stakeholders such as ACPP), or - An approved response that was previously provided, or - Pre-approved media lines 	None	Response is immediate or within an hour	<p><u>Media Advisor:</u></p> <ul style="list-style-type: none"> - Researches and responds to journalist - Closes the file and reports in the media call log
<p><u>Amber Enquiry:</u> An amber enquiry involves:</p> <ul style="list-style-type: none"> - Input/ consultation with subject matter expert (Amber Contact), or - A request for information that is not available publicly but is not deemed to be sensitive in nature, or - A request for clarification on electoral legislation and how it is administered by Elections Canada, or - An enquiry that relates to an isolated incident that is unlikely to gain national coverage 	Amber contact(s)	Response within 2-3 hours	<p><u>Media Advisor:</u></p> <ul style="list-style-type: none"> - Alerts Amber Contact that an enquiry has been received - Works with the Media Relations Manager to ensure key messages are clearly communicated - Responds to media once approved by Amber Contact - Closes file and reports in the media call log <p><u>Amber Contact:</u></p> <ul style="list-style-type: none"> - Provides content - Works with Media Advisor to determine if Legal Services needs to be consulted or Red Contact needs to be alerted - Approves final messaging

Appendix C - Media Relations Governance Framework

Categorization	Approvals Required	Expected Timeline	Responsibilities
<p><u>Red Enquiry:</u> <u>A red enquiry is one that:</u> - Could create a negative story with national implications, or - Relates to an individual or group where the integrity of the individual or group could be damaged</p> <p>Notes: - In some cases, EC will not be able to provide a same-day response. With agreement of Media Relations (PPPA), the red contact commits to providing a response time within a specified time frame. - If PPPA is not provided a response in 3 hours, the CEO will be advised.</p>	<p>Red Contact, EXCOM member (if required), CEO (if required)</p>	<p>Response time is same day (if it can be approved at the EXCOM level)</p> <p>Approval by the CEO requires a longer response time</p> <p>In a G.E context: - All red files will be dealt with during two sessions throughout the day with CEO - Meeting times with CEO: 11:30 a.m. and 3:30 p.m.</p>	<p><u>Senior Media Advisor</u> - Alerts Red Contact, and, if required, appropriate EXCOM member(s) and CEO - Works with the Red Contact and EXCOM member(s), if required, to ensure key messages are clearly communicated - Briefs CEO (as requested by Director, External Relations) on red files at scheduled briefing sessions, accompanied by Red Contact, Director External Relations or DCEO, PPPA, as appropriate - Responds to media once approved by appropriate sign-off - Closes file and reports in the media call log</p> <p><u>Red Contact</u> - Provides content - Consults with Legal Services if he/she deems it necessary - Involves EXCOM member(s) at his/her discretion to attend a briefing with the CEO - Recommends messaging to appropriate EXCOM member</p> <p>EXCOM Member - Approves final recommended messaging - Alerts CEO at his/her discretion - Briefs CEO with Media Relations as appropriate</p>

Appendix D – Media Relations Program Policy

Media Relations Program Policy

Effective date: March 2011

This policy applies to the Media Relations unit and all consultants regarding all forms of communication with the media: written, verbal, and electronic.

Policy statement

The Media Relations program promotes awareness of Elections Canada’s mandate, vision, key issues, reports and recommendations from the Chief Electoral Officer (CEO) of Canada including during and outside a general election. In addition, it promotes understanding of the roles, responsibilities and decisions of the Commissioner of Canada Elections. The policy is designed to ensure that all interaction with media is timely, transparent and helpful.

Approach

Elections Canada Media Relations unit works to cultivate proactive relations with the media to promote public awareness and understanding of its policies, programs, services and initiatives. It is in the interest of the Agency to foster and maintain open and positive relationships with media through both reactive and proactive activities.

Reactive activities include responding to media inquiries and arranging interviews, upon request.

Proactive media relations activities are initiated by the Agency to better communicate its work to the public through the media. These may include but are not limited to: providing briefings and interviews, arranging events and news conferences, participating in editorial boards, issuing media advisories and news releases, and distributing products including prewritten stories, photos, videos, and audio clips.

The Agency operates and responds in an environment where news happens 24-hours a day. While the hours of operation of the unit coincide with regular business hours, the Media Relations unit strives to ensure that journalists receive information in a timely manner. The unit should, on short notice, be able to reach and inform the media on issues of importance to decision makers and the public.

Who speaks to the media

Only designated spokespersons speak to the media. Elections Canada is a non-partisan organisation which entails that anyone speaking to the media must refrain at all times from expressing their political and personal opinions. All interactions with the media are to be “on the record.”

Appendix D – Media Relations Program Policy

a) The Chief Electoral Officer of Canada is the head spokesperson for Elections Canada and makes the final decision as to whether he/she grants an interview. The Media Relations team supports the CEO in preparing for all interviews and accompanies the CEO during those media opportunities. Day-to-day interviews and inquiries are handled by the Media Relations team.

b) Speaking with the media during elections

During a general election, the Media Relations unit core team expands to include additional media advisors in Ottawa as well as Regional Media Advisors (RMAs) who are located across Canada. These advisors are public relations professionals or have previous experience as journalists and/or spokespersons and are well equipped to handle local, regional, and national media inquiries and informational interviews with local, regional and national media. For more detail, please refer to the *Media Guidelines during an Election*.

Spokespeople:

- Chief Electoral Officer
- Assistant Director, External Relations
- Manager, Media Relations
- Media Relations Officers at various levels
- Regional Media Advisors (during an election)
- Field Liaison Officers (during an election and by exception outside of an election)
- Returning Officers (during an election, under exceptional circumstances and only with prior approval)
- There are currently no Subject Matter Experts (SMEs) designated as spokespersons within the Agency; however the Agency is developing capacity to provide technical briefing by SMEs.

Products and deliverables

Media Relations is responsible for providing media with timely, accurate, and clear information about the role of Elections Canada, the electoral process, the *Canada Elections Act*, the *Referendum Act*, the *Electoral Boundaries Readjustment Act*, the enforcement of the legislation and the role of the Commissioner of Canada Elections.

The unit answers inquiries from the media using information that is publicly available or previously approved. Authorization, as defined by the governance framework, is required for questions from the media where the information has not been previously approved or published or may be out of date. The unit is responsible for ensuring that all inquiries and requests receive a timely response in accordance with the timeframes identified in the Media Relations Governance Framework.

Given that Elections Canada is a federal agency, its Media Relations unit does not respond to inquiries regarding provincial legislation. It does not comment on legislation

Appendix D – Media Relations Program Policy

before Parliament or on ongoing investigations being conducted by the Commissioner of Canada Elections.

The Media Relations unit:

- Responds to media inquiries and coordinates interviews in the official language of the requestor
- Drafts and obtains approval for official media lines, based on our governance structure
- Provides advice and support on media issues to senior directors, as required
- Participates in media interviews and supports the Chief Electoral Officer (CEO) during his media interviews
- Provides the Agency with daily media clippings, media coverage, and alerts on hot topics and emerging issues
- Writes and disseminates news releases, media advisories and other media products
- Prepares Q & As, background information and research for media lines, and drafts media analyses and summaries
- Produces communications products for media (i.e. matte stories, photos)
- Makes available a variety of Elections Canada information materials to the media that includes maps, backgrounders, publications, etc.
- Ensures the media section of the website is updated frequently to ensure current and complete information is available to the media
- Liaises with other sectors, Returning Officers (ROs), and Field Liaison Officers (FLOs) to assist them with any requirements for the media
- Creates and manages a network of RMAs across Canada that is assembled prior to electoral events to assist the Media Relations unit during an election
- Provides training and background materials for the RMAs, FLOs, ROs, SMEs and others, as required
- Organizes media events (i.e. news conferences)
- Liaises with the media consortium
- In collaboration with other directorates, develops or adds input to communications plans in support of issues and/or key Agency initiatives where the media are a target audience
- Reports on the Media Relations unit's inquiries and activities
- Makes corrections to inaccuracies in the media either through the corrections process or a letter to the editor.

a) Media lines

- The Media Relations unit provides key messages in the form of media lines.
- Media lines are prepared in anticipation of issues of interest to the media and in response to inquiries from the media.
- They are drafted by Media Relations and approved by the appropriate sign-off as outlined in the Media Relations Governance Framework.

Appendix D – Media Relations Program Policy

- Media lines and key messages approved for Media Relations may be shared with Public Enquiries.

b) News releases

News releases are issued for milestone activities during and outside of an election. These include information for electors, official reports from the Chief Electoral Officer and financial reports from candidates, political entities and others. News releases may be issued in exceptional circumstances if there is an issue of public importance.

- News releases communicate Elections Canada’s corporate messages clearly, accurately and effectively in a way that is useful to journalists.
- During a general election and by-elections a calendar is established which identifies news releases to be issued throughout the election or by-election and related activities post-election.
- All news releases use plain language.
- Links are inserted to contain the length of news releases.
- French and English versions of news releases are distributed to the national media network and the Parliamentary Press Gallery; during electoral events they are also distributed to multicultural and Aboriginal media and Collegiate Presswire Canada.
- Media releases are posted on the Elections Canada website in English and French.

c) Monitoring

The Media Relations unit monitors the mainstream media and social media, including blogs, Facebook and Twitter for any emerging issues that might relate to, or impact, Elections Canada. The unit is also responsible for monitoring and reporting on the House of Commons Question Period. A synopsis of media coverage relevant to the Agency, called ElectoFlash, is distributed daily and a synopsis of blogs by non-professional media, called Electoblog, is distributed weekly.

d) Inaccuracies in the media

In the case of minor inaccuracies, Media Relations may directly contact the media outlet or reporter to ensure future reports are accurate. In the case of more serious inaccuracies, a published or broadcast correction may be requested. It should be noted that if a subject matter expert notes an inaccuracy in the media they should alert the media team and together an appropriate course of action will be taken.

During an election, comprehensive media monitoring identifies inaccuracies or emerging issues and tracks the action steps taken by Media Relations and the subsequent results captured within a weekly issues log or a specific issue log as required.

Appendix D – Media Relations Program Policy

Letters to the editor

Letters will only be considered in selected circumstances if they provide an opportunity for the Agency to correct information that might prevent or discourage eligible voters from participating in the electoral process or to correct information that undermines trust in the electoral system. Letters will not be considered if the subject is outside of Elections Canada's non-partisan mandate or the subject is opinion-based, rather than fact-based. The policy for Letters to the Editor follows the established governance structure for media inquiries and allows letters to be signed off by Red contacts as well as the Chief Electoral Officer. *Please see Tab 8 for more information regarding letters to the editor.*

Opinion/editorial

In rare circumstances (issues of overriding importance), consideration may be given to an opinion/editorial piece (700-800 words) from the CEO that could be distributed at a national level or at targeted newspapers.

Election Event Policies

a) Media in polls

Media are not allowed in polling stations but may film/photograph from the door, provided they do not impede voters.

Media may request an exception for the purposes of a pool photo opportunity of the leaders of registered political parties and candidates competing against them in the same riding while voting in a particular polling station. This request must be submitted in writing to the Chief Electoral Officer at least 10 days prior to polling day.

b) Turnout at advance polls

Media Relations provides media with preliminary advance poll voter turnout numbers as soon as possible after the close of the last day of advance polls. The goal is to issue a news release by the end of Day 6 that includes a chart with the preliminary numbers where the electoral districts that have not reported voter turnout, or are reporting incomplete numbers, are identified.

c) Poll-by-poll results

Media Relations provides the media with detailed information on poll-by-poll validated results as soon as possible after polling day while still protecting the secrecy of the vote. Media are able to request a hard copy of poll-by-poll results from their local returning office after validation of the results has taken place.

d) Judicial recounts

As soon as possible after recounts are held, Media Relations provides the media with official results of judicial recounts (or a confirmation of official results, depending on the timing regarding the dissemination of the news release).

Appendix D – Media Relations Program Policy

Additional policies are developed as required.

Roles and Responsibilities

Elections Canada management and staff have a responsibility to alert Media Relations of items of interest to the media and to work with Media Relations to ensure the Agency is prepared to respond appropriately and in a timely manner. Specific sectors of the organization are outlined here due to the frequency of interaction with Media Relations.

The Chief Electoral Officer

The Chief Electoral Officer is the main spokesperson for Elections Canada. While media contact normally comes through the Media Relations unit to the CEO, the office of the Chief Electoral Officer is requested to notify Media Relations if journalists directly contact or speak with the CEO. The office of the CEO is asked to inform Media Relations of any upcoming issues that might require a media response.

Commissioner of Canada Elections

The Commissioner of Canada Elections, an independent officer appointed by the Chief Electoral Officer, is responsible for compliance and enforcement of the *Canada Elections Act*. Media Relations provides support in disseminating information from the Commissioner's Office or in responding to media inquiries about the Office. Communication is guided by the Office of the Commissioner of Canada Elections' Policy on Public Disclosure of Information.

Political Financing

- Political Financing and Media Relations meet regularly in a working group to develop policies and procedures, to highlight upcoming events and to agree on approaches to specific issues.
- Access to financial documents: Media Relations/Political Financing provide media access to financial documents as detailed under s. 541 of the *Canada Elections Act* (on site, during business hours), with some limitations on how quickly the information can be made available and when viewing can be scheduled. Fees may apply.

Parliamentary Affairs and Corporate Research

- Informs Media Relations of all parliamentary issues that may have an impact on media relations
- Informs Media Relations of all upcoming CEO parliamentary appearances
- Works in collaboration with Media Relations for committee appearance binders or Q & A's as required
- Monitors a variety of publications for items affecting Elections Canada and ensures Media Relations is informed along with other relevant internal stakeholders

Appendix D – Media Relations Program Policy

- Coordinates the preparation of Q&As for all CEO appearances before committees, which are used by the Media Relations unit as the basis for responses to media inquiries following CEO appearances
- Provides Media Relations with names of academics to speak to specific issues, when appropriate.

Outreach

- Informs Media Relations of all outreach issues that may have an impact on media relations.

Public Enquiries

- Approved responses for use by Public Enquiries may be shared with Media Relations.
- Alerts Media Relations of items of interest for the media.
- Media Relations alerts Public Enquiries of items of interest for public and shares approved responses where appropriate.

Web Services

- Informs Media Relations of new Web postings
- Posts communication products at the request of Media Relations

Publications Services

- Provides communication services including editing, graphic design, translation, and quality control of written communication products at the request of and according to operational needs specified by Media Relations.

Elections Canada staff

- If contacted by a journalist, forwards calls or e-mails the details to the Media Relations unit.
- Informs Media Relations of interactions with journalists in the event they do occur.
- Never agrees to go “off the record” with the media, even if the journalist promises not to attribute a quote.

Other Media Services

a) Issues Management

Senior Management within each sector is responsible for informing Media Relations of any emerging issues in the public/media forum, within their area of responsibility relating to Elections Canada, that could generate media interest.

Media Relations works with the directorate’s SME to develop official media lines and other products required to manage media issues.

Appendix D – Media Relations Program Policy

b) Training

Media Relations provides training to develop the ability of individuals at all levels of the organization to become potential spokespersons regarding matters within their field of expertise and immediate responsibility. Election preparation includes providing media training for Media Relations Advisors as well as Field Liaison Officers. It also provides media sensitivity training to individuals who, while not expected to act as spokespersons for the organization, may be called upon to interact with the media for tasks including the preparation of documents such as backgrounders and presentations.

Media Relations provides or makes arrangements for all media training. Training is offered in the participant's preferred official language.

Policy Review

This policy will be reviewed by Media Relations, as required.

[NOTE TO BIDDERS]

Except for the bidder awarded a contract for the Back-Up Service Area, the following Annex B will form part of the resulting contract.

Annex B - Pricing Tables

TABLE A – SERVICES DURING AN ELECTORAL EVENT

Item	Services	Firm Lot Price per Electoral Event occurring during the Initial Term (Column 1)	Firm Lot Price Per Electoral Event occurring during each Option Years (Column 2)
1	All Work required during the first 46 calendar days of an Electoral Event, as further described in article 3 of the SOW. The calendar day count commences on the day that the Deployment Notice is issued by the Technical Authority in accordance with sub-section 1.01.02 of the SOW.		
Item	Services	Firm Hourly Rate during the Initial Term (Column 1)	Firm Hourly Rate during all Option Years (Column 2)
2	All Work required, during the period commencing on the 47 th day of the Electoral Event and ending 2 calendar days following the polling day, as further described in article 3 of the SOW. The calendar day count		

	commences on the day that the Deployment Notice is issued by the Technical Authority in accordance with sub-section 1.01.02 of the SOW.		
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TABLE B – SERVICES OUTSIDE OF AN ELECTORAL EVENT

Services		Firm Hourly Rate during the Initial Term (Column 1)	Firm Hourly Rate for all Option Years (Column 2)
	All services provided outside an Electoral Event in accordance with article 4 of the SOW.		

[NOTE TO BIDDERS]

The bidder awarded a contract for the Back-Up Service Area will have the following Annex B as part of its resulting contract.

Annex B - Pricing Tables

TABLE A-1 – SERVICES DURING AN ELECTORAL EVENT

Item	Services	Firm Hourly Rate during the Initial Term (Column 1)	Firm Hourly Rate during all Option Years (Column 2)
	All services provided during an Electoral Event in accordance with section 3.01 of the SOW.		

TABLE B – SERVICES OUTSIDE OF AN ELECTORAL EVENT

	Services	Firm Hourly Rate during the Initial Term (Column 1)	Firm Hourly Rate for all Option Years (Column 2)
	All services provided outside an Electoral Event in accordance with article 4 of the SOW.		

Annex C
General Conditions
Services

Article 1 Interpretation

Section 1.01 Definitions

1.01.01 In the Contract, unless the context otherwise requires:

- “Articles of Agreement” means the clauses and conditions incorporated in full text in the body of the Contract; it does not include these general conditions, any supplemental general conditions, annexes, the Contractor’s bid or any other document;
- “Canada” means Her Majesty the Queen in right of Canada;
- “Contract” means the Articles of Agreement, these general conditions, any supplemental general conditions, annexes and any other document specified or referred to as forming part of the Contract, all as amended by agreement of the Parties from time to time;
- “Contracting Authority” means the person designated by that title in the Contract, or by notice to the Contractor, to act as Elections Canada’s representative to manage the Contract;
- “Contractor” means the person, entity or entities named in the Contract to supply goods, services or both to Elections Canada;
- “Contract Price” means the amount stated in the Contract to be payable to the Contractor for the Work, exclusive of Goods and Services Tax and Harmonized Sales Tax;
- “Cost” means cost determined according to Contract Cost Principles 1031-2 as revised to the date of the bid solicitation or, if there was no bid solicitation, the date of the Contract;
- “EC Property” means anything supplied to the Contractor by or on behalf of Elections Canada for the purposes of performing the Contract and anything acquired by the Contractor in any manner in connection with the Work, the cost of which is paid by Elections Canada under the Contract;

“Elections Canada”	means the Chief Electoral Officer and any other person duly authorized to act on his behalf;
“Party”	means Elections Canada, the Contractor, or any other signatory to the Contract and “Parties” means all of them;
“Specifications”	means the description of the essential, functional or technical requirements of the Work in the Contract, including the procedures for determining whether the requirements have been met; and
“Work”	means all the activities, services, goods, equipment, matters and things required to be done, delivered or performed by the Contractor under the Contract.

Section 1.02 Powers of Elections Canada

All rights, remedies, powers and discretions granted or acquired by Elections Canada under the Contract or by law are cumulative, not exclusive.

Section 1.03 Status of the Contractor

The Contractor is an independent contractor engaged by Elections Canada to perform the Work. Nothing in the Contract is intended to create a partnership, a joint venture or an agency between Elections Canada and the other Party or Parties. The Contractor must not represent itself as an agent or representative of Elections Canada to anyone. Neither the Contractor nor any of its personnel is engaged as an employee or agent of Elections Canada. The Contractor is responsible for all deductions and remittances required by law in relation to its employees.

Section 1.04 Severability

If any provision of the Contract is declared by a court of competent jurisdiction to be unenforceable, that provision is to be either adjusted the minimum necessary to make it enforceable (if permitted by law) or stricken (if not). If adjusting or striking the unenforceable provision would result in failure of an essential purpose of this agreement, the entire agreement is to be held unenforceable. After an unenforceable provision is adjusted or stricken in accordance with this Section 1.04, the rest of the Contract is to remain in effect as written and the unenforceable provision is to remain as written in any circumstances other than those in which the provision is held to be unenforceable.

Section 1.05 Entire Agreement

The Contract constitutes the entire and only agreement between the Parties and supersedes all previous negotiations, communications and other agreements, whether written or oral, unless they are incorporated by reference in the Contract. There are no terms, covenants, representations, statements or conditions binding on the Parties other than those contained in the Contract.

Article 2 Conduct of the Work

Section 2.01 Representation and Warranties

- 2.01.01 The Contractor represents and warrants that:
- (a) it is competent to perform the Work;
 - (b) it has everything necessary to perform the Work, including the resources, facilities, labour, technology, equipment, and materials; and
 - (c) it has the necessary qualifications, including knowledge, skill, know-how and experience, and the ability to use them effectively to perform the Work.
- 2.01.02 The Contractor must:
- (a) perform the Work diligently and efficiently;
 - (b) except for EC Property, supply everything necessary to perform the Work;
 - (c) use, as a minimum, quality assurance procedures, inspections and controls generally used and recognized by the industry to ensure the degree of quality required by the Contract; and
 - (d) ensure that the Work is of proper quality, using appropriate material and workmanship and meets all the requirements of the Contract.
- 2.01.03 Unless the Contracting Authority orders the Contractor to suspend the Work or part of the Work pursuant to Article 17, the Contractor must not stop or suspend the Work or part of the Work pending the settlement of any dispute between the Parties about the Contract.
- 2.01.04 The Contractor must provide all reports that are required by the Contract and any other information that Elections Canada may reasonably require from time to time.
- 2.01.05 The Contractor is fully responsible for performing the Work. Elections Canada will not be responsible for any negative consequences or extra costs if the Contractor follows any advice given by Elections Canada unless the Contracting Authority provides the advice to the Contractor in writing and includes a statement specifically relieving the Contractor of any responsibility for negative consequences or extra costs that might result from following the advice.

Article 3 Work

Section 3.01 Specification

- 3.01.01 All Specifications provided by Elections Canada or on behalf of Elections Canada to the

Contractor in connection with the Contract belong to Elections Canada and must be used by the Contractor only for the purpose of performing the Work.

- 3.01.02 If the Contract provides that Specifications furnished by the Contractor must be approved by Elections Canada, that approval will not relieve the Contractor of its responsibility to meet all requirements of the Contract.

Section 3.02 Condition of Material

Unless provided otherwise in the Contract, material supplied must be new and conform to the latest issue of the applicable drawing, specifications and part number that is in effect on the bid closing date or, if there was no bid solicitation, the date of the Contract.

Section 3.03 Replacement of Specific Individuals

- 3.03.01 If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
- 3.03.02 If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Elections Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
- (a) the name, qualifications and experience of the proposed replacement; and
 - (b) proof that the proposed replacement has the required security clearance granted by Elections Canada or Canada, if applicable.
- 3.03.03 Upon receiving the notice of replacement of a specific individual, if the Contracting Authority determines that the replacement is acceptable to Elections Canada, the Contracting Authority shall send a written notice to the Contractor confirming its acceptance of the replacement.
- 3.03.04 The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with Subsection 3.03.02. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

Section 3.04 Inspection and Acceptance of the Work

- 3.04.01 All the Work is subject to inspection and acceptance by Elections Canada. Inspection and

acceptance of the Work by Elections Canada do not relieve the Contractor of its responsibility for defects or other failures to meet the requirements of the Contract. Elections Canada will have the right to reject any work that is not in accordance with the requirements of the Contract and require its correction or replacement at the Contractor's expense.

- 3.04.02 The Contractor must provide representatives of Elections Canada access to all locations where any part of the Work is being performed at any time during working hours. Representatives of Elections Canada may make examinations and such tests of the Work as they may think fit. The Contractor must provide all assistance and facilities, test pieces, samples and documentation that the representatives of Elections Canada may reasonably require for the carrying out of the inspection. The Contractor must forward such test pieces and samples to such person or location as Elections Canada specifies.
- 3.04.03 The Contractor must inspect and approve any part of the Work before submitting it for acceptance or delivering it to Elections Canada. The Contractor must keep accurate and complete inspection records that must be made available to Elections Canada on request. Representatives of Elections Canada may make copies and take extracts of the records during the performance of the Contract and for up to three years after the end of the Contract.

Section 3.05 Time of the Essence

It is essential that the Work be delivered within or at the time stated in the Contract.

Article 4 Subcontracts

Section 4.01 Consent

- 4.01.01 Except as provided in Subsection 4.01.02, the Contractor must obtain the written consent of the Contracting Authority before subcontracting or permitting the subcontracting of any part of the Work. A subcontract includes a contract entered into by any subcontractor at any tier to perform any part of the Work.
- 4.01.02 The Contractor is not required to obtain consent for subcontracts specifically authorized in the Contract. 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;
 - (b) subcontract any portion of the Work as 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).

Section 4.02 Subcontractor to be bound by Contract

- 4.02.01 In any subcontract other than a subcontract referred to in Paragraph 4.01.02(a), the Contractor must, unless the Contracting Authority agrees in writing, ensure that the subcontractor is bound by conditions compatible with and, in the opinion of the Contracting Authority, not less favourable to Elections Canada than the conditions of the Contract.
- 4.02.02 Even if Elections Canada consents to a subcontract, the Contractor is responsible for performing the Contract and Elections Canada is not responsible to any subcontractor. The Contractor is responsible for any matters or things done or provided by any subcontractor under the Contract and for paying any subcontractors for any part of the Work they perform.

Article 5 Harassment in the Workplace

Section 5.01 No Tolerance

The Contractor must not, either as an individual, or as a corporate or unincorporated entity, through its employees or subcontractors, harass, abuse, threaten, discriminate against or intimidate any employee, contractor or other individual employed by, or under contract with Elections Canada. The Contractor will be advised in writing of any complaint and will have the right to respond in writing. Upon receipt of the Contractor's response, the Contracting Authority will, at its entire discretion, determine if the complaint is founded and decide on any action to be taken which action may be termination of the Contract by reason of default by the Contractor.

Article 6 Payment

Section 6.01 Invoice Submissions

- 6.01.01 Invoices must be submitted in the Contractor's name. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.
- 6.01.02 Invoices must show:
- (a) the date, the name and address of Elections Canada, item or reference numbers, deliverable and/or description of the Work, contract number, Procurement Business Number (PBN), the Contractor's GST/HST number, and financial code(s);
 - (b) details of expenditures in accordance with the basis of payment provision in the Articles of Agreement, exclusive of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) (such as item, quantity, unit of issue, unit price, fixed time labour rates and level of effort, subcontracts, as applicable);
 - (c) deduction for holdback, if applicable;

(d) the extension of the totals, if applicable; and

(e) if applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.

6.01.03 If applicable, the GST or HST must be specified on all invoices as a separate item. All items that are zero-rated, exempt or to which the GST or HST does not apply, must be identified as such on all invoices.

6.01.04 By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

Section 6.02 Payment Period

6.02.01 Provided that Elections Canada has received a duly signed original copy of the Contract, Elections Canada's standard payment period is 30 days. The payment period will commence the date the invoice, in acceptable form and content, is received in accordance with the Contract or the date the Work is delivered in acceptable condition as required in the Contract, whichever is later. A payment is considered overdue on the 31st day following that date and interest will be paid automatically in accordance with Section 6.04.

6.02.02 If the content of the invoice and its substantiating documentation are not in accordance with the Contract or the Work is not in acceptable condition, Elections Canada will notify the Contractor within 15 days of receipt. The 30-day payment period begins upon receipt of the revised invoice or replacement invoice or the Work being corrected. Failure by Elections Canada to notify the Contractor within 15 days will only result in the date specified in Subsection 6.02.01 to apply for the sole purpose of calculating interest on overdue accounts.

Section 6.03 Withholding of Payment

Where a delay referred to in Article 16 – Excusable Delay has occurred, Elections Canada may, at Elections Canada's discretion, withhold all or a portion of any payment due to the Contractor until a "work-around" plan approved by Elections Canada has been implemented in accordance with Section 16.01. Section 6.04 shall not apply to any amount withheld under this Subsection.

Section 6.04 Interest on Overdue Accounts

6.04.01 For the purpose of this Section:

"Average Rate" means the simple arithmetic mean of the Bank Rates in effect at 4:00 p.m. Eastern Time each day during the calendar month immediately before the calendar month in which payment is made;

"Bank Rate" means the rate of interest established from time to time by the Bank of

Canada as the minimum rate at which the Bank of Canada makes short term advances to members of the Canadian Payments Association;

“date of payment” means the date of the negotiable instrument drawn by the Receiver General for Canada to pay any amount under the Contract; and

an amount becomes “overdue” when it is unpaid on the first day following the day on which it is due and payable according to the Contract.

- 6.04.02 Elections Canada will pay to the Contractor simple interest at the Average Rate plus 3 percent per year on any amount that is overdue, from the date that amount becomes overdue until the day before the date of payment, inclusive. The Contractor is not required to provide notice to Elections Canada for interest to be payable.
- 6.04.03 Elections Canada will pay interest in accordance with this Article only if Elections Canada is responsible for the delay in paying the Contractor. Elections Canada will not pay interest on overdue advance payments.

Article 7 Accounts and Audit

Section 7.01 Accounts and Audit

- 7.01.01 The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.
- 7.01.02 If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.
- 7.01.03 Unless Elections Canada has consented in writing to its disposal, the Contractor must retain all the information described in this Article for six years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Elections Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Elections Canada may from time to time require to perform a complete audit of the Contract.
- 7.01.04 The amount claimed under the contract, calculated in accordance with the basis of payment provision in the Articles of Agreement, is subject to audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay

any overpayment immediately on demand by Elections Canada. Elections Canada may hold back, deduct and set off any credits owing and unpaid under this Article from any money that Elections Canada owes to the Contractor at any time (including under other contracts). If Elections Canada does not choose to exercise this right at any given time, Elections Canada does not lose this right.

Article 8 Taxes

Section 8.01 Municipal Taxes

Municipal Taxes do not apply.

Section 8.02 Provincial Taxes Exemption

8.02.01 Except as provided by law, Elections Canada is not required to pay any sales tax payable to the province in which the taxable goods or services are delivered. This exemption has been provided to federal government departments and agencies under the authority of one of the following:

(a) Provincial Sales Tax (PST) Exemption Licence Numbers, for the provinces of:

- i. British Columbia PST-1000-5001;
- ii. Manitoba 390-516-0;

(b) for Saskatchewan, the Yukon Territory, the Northwest Territories and Nunavut, an Exemption certification, which certifies that the goods or services purchased by Elections Canada are not subject to the provincial and territorial sales and consumption taxes because they are purchased by a federal government department or agency with Canada funds for the use of Elections Canada.

8.02.02 Currently, in Alberta, the Yukon Territory, the Northwest Territories and Nunavut, there is no general PST. However, if a PST is introduced in Alberta, the Yukon Territory, the Northwest Territories or Nunavut, PST will be payable unless an exemption certification is included in the purchasing document.

Section 8.03 Harmonized Sales Tax

Elections Canada must pay the HST in the participating provinces of Newfoundland and Labrador, Nova Scotia, New Brunswick, Ontario and Prince Edward Island.

Section 8.04 Quebec Sales Tax

Elections Canada must pay the Quebec Sales Tax in the province of Quebec.

Section 8.05 Provincial Taxes paid by the Contractor

The Contractor is not exempt from paying PST under the above Exemption Licence Numbers or

Exemption Certification. The Contractor must pay the PST on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable provincial legislation), including material incorporated into real property.

Section 8.06 Changes to Taxes and Duties

8.06.01 If there is any change to any tax or duty payable to any level of government in Canada after the bid submission date that affects the costs of the Work to the Contractor, the Contract Price will be adjusted to reflect the increase or decrease in the cost to the Contractor.

8.06.02 However, there will be no adjustment for any change that increases the cost of the Work to the Contractor if public notice of the change was given before bid submission date in sufficient detail to have permitted the Contractor to calculate the effect of the change on its cost. There will be no adjustment if the change takes effect after the date required by the Contract for delivery of the Work.

Section 8.07 GST or HST

The estimated GST or HST, if applicable, is included in the total estimated cost on page 1 of the Contract. The GST or HST is not included in the Contract Price but will be paid by Elections Canada as provided in the Invoice Submission Section above. The Contractor agrees to remit to Canada Revenue Agency any amounts of GST and HST paid or due.

Section 8.08 Tax Withholding of 15 Percent

Pursuant to the Income Tax Act, 1985, c. 1 (5th Supp.) and the Income Tax Regulations, Elections Canada must withhold 15 percent of the amount to be paid to the Contractor in respect of services provided in Canada if the Contractor is a non-resident unless the Contractor obtains a valid waiver. The amount withheld will be held on account for the Contractor in respect to any tax liability which may be owed to Canada.

Article 9 Transportation

Section 9.01 Transportation Costs

If transportation costs are payable by Elections Canada under the Contract and the Contractor makes the transportation arrangements, shipments must be made by the most direct and economical means consistent with normal shipping practice. The costs must be shown as a separate item on the invoice.

Section 9.02 Transportation Carriers' Liability

In light of the federal government's policy of underwriting its own risks, Elections Canada is precluded to pay for insurance or valuation charges for transportation beyond the point at which ownership of goods passes to it (determined by the FOB point or Incoterms). Where increased carrier liability is available without charge, the Contractor must obtain the increased liability for shipment.

Article 10 Ownership

Section 10.01 Ownership

- 10.01.01 Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Elections Canada after delivery and acceptance by or on behalf of Elections Canada.
- 10.01.02 However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that Work paid for by Elections Canada belongs to Elections Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Elections Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
- 10.01.03 Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Elections Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.
- 10.01.04 Upon transfer of ownership to the Work or any part of the Work to Elections Canada, the Contractor must, if requested by Elections Canada, establish to Elections Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Elections Canada may require.

Article 11 Elections Canada Property

Section 11.01 EC Property

- 11.01.01 All EC Property must be used by the Contractor solely for the purpose of the Contract and remains the property of Elections Canada. The Contractor must maintain adequate accounting records of all EC Property and, whenever feasible, mark it as being the property of Elections Canada.
- 11.01.02 The Contractor must take reasonable and proper care of all EC Property while it is in its possession or subject to its control. The Contractor is responsible for any loss or damage resulting from its failure to do so other than loss or damage caused by ordinary wear and tear.
- 11.01.03 All EC Property, unless it is installed or incorporated in the Work, must be returned to Elections Canada on demand. All scrap and all waste materials, articles or things that are EC Property must, unless provided otherwise in the Contract, remain the property of Elections Canada and must be disposed of only as directed by Elections Canada.
- 11.01.04 At the time of completion of the Contract, and if requested by the Contracting Authority,

the Contractor must provide to Elections Canada an inventory of all EC Property relating to the Contract.

Article 12 Liability

Section 12.01 Liability

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Elections Canada or any third party. Elections Canada is liable for any damage caused by Elections Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement or specifically provided for in a supplemental general conditions which forms part of the Contract. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

Article 13 Confidentiality

Section 13.01 Confidentiality

- 13.01.01 The Contractor must keep confidential all information provided or made available to the Contractor by or on behalf of Elections Canada in connection with the Work, including any information that is confidential or proprietary to third parties, and all information conceived, developed or produced by the Contractor as part of the Work when copyright or any other intellectual property rights in such information belongs to Elections Canada under the Contract (collectively, the “EC Information”). The Contractor must not disclose any EC Information without the written permission of Elections Canada. The Contractor may disclose to a subcontractor any EC Information as long as the subcontractor agrees to keep such EC Information confidential and that it will be used only to perform the subcontract.
- 13.01.02 The Contractor agrees to use the EC Information only for the purpose of the Contract. The Contractor acknowledges that all EC Information remains the property of Elections Canada or the third party, as the case may be. Unless provided otherwise in the Contract, the Contractor must deliver to Elections Canada all such EC Information, together with every copy, draft, working paper and note that contains such information, upon completion or termination of the Contract or at such earlier time as Elections Canada may require.
- 13.01.03 Subject to the *Access to Information Act*, R.S.C. 1985, c. A-1, and to any right of Elections Canada under the Contract to release or disclose, Elections Canada must not release or disclose outside the Government of Canada any information delivered to Elections Canada under the Contract that is proprietary to the Contractor or a subcontractor.
- 13.01.04 The obligations of the Parties set out in this Article do not apply to any information if the information:

- (a) is publicly available from a source other than the other Party; or
- (b) is or becomes known to a Party from a source other than the other Party, except any source that is known to be under an obligation to the other Party not to disclose the information; or
- (c) is developed by a Party without use of the information of the other Party.

13.01.05 Wherever possible, the Contractor must mark or identify any proprietary information delivered to Elections Canada under the Contract as “Property of (Contractor’s name), permitted Government uses defined under Elections Canada Contract No. (fill in Contract Number)”. Elections Canada will not be liable for any unauthorized use or disclosure of information that could have been so marked or identified and was not.

13.01.06 If the Contract, the Work, or any information referred to in Subsection 13.01.01 is identified as TOP SECRET, SECRET, CONFIDENTIAL, or PROTECTED by Elections Canada, the Contractor must at all times take all measures reasonably necessary for the safeguarding of the material so identified, including those set out in the PWGSC Industrial Security Manual and its supplements and any other instructions issued by Canada.

13.01.07 If the Contract, the Work, or any information referred to in Subsection 13.01.01 is identified as TOP SECRET, SECRET, CONFIDENTIAL, or PROTECTED, by Elections Canada, representatives of Elections Canada are entitled to inspect the Contractor’s premises and the premises of a subcontractor at any tier for security purposes at any time during the term of the Contract. The Contractor must comply with, and ensure that any subcontractor complies with, all written instructions issued by Elections Canada dealing with the material so identified, including any requirement that employees of the Contractor or of any subcontractor execute and deliver declarations relating to reliability screenings, security clearances and other procedures.

Section 13.02 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.

Article 14 Copyright

Section 14.01 Copyright

14.01.01 In this Section, “Material” means anything that is created by the Contractor as part of the Work under the Contract, that is required by the Contract to be delivered to Elections Canada and in which copyright subsists. “Material” does not include anything created by the Contractor before the date of the Contract.

- 14.01.02 Copyright in the Material belongs to Elections Canada and the Contractor must include the copyright symbol and either of the following notice on the Material: © Her Majesty the Queen in right of Canada (year) or © Sa Majesté la Reine du chef du Canada (année).
- 14.01.03 The Contractor must not use, copy, divulge or publish any Material except as is necessary to perform the Contract. The Contractor must execute any conveyance and other documents relating to copyright in the Material as Elections Canada may require.
- 14.01.04 The Contractor must provide at the request of Elections Canada a written permanent waiver of moral rights, in a form acceptable to Elections Canada, from every author that contributed to the Material. If the Contractor is the author of the Material, the Contractor permanently waives its moral rights in the Material.

Section 14.02 Use and Translation of Documentation

The Contractor agrees that Elections Canada may translate in the other official language any documentation delivered to Elections Canada by the Contractor that does not belong to Elections Canada under Section 14.01. The Contractor acknowledges that Elections Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Elections Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Elections Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

Article 15 Intellectual Property Infringement and Royalties

Section 15.01 Intellectual Property Infringement and Royalties

- 15.01.01 The Contractor represents and warrants that, to the best of its knowledge, neither it nor Elections Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Elections Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.
- 15.01.02 If anyone makes a claim against Elections Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Elections Canada, Elections Canada may either defend the claim or may request that the Contractor defend Elections Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.
- 15.01.03 The Contractor has no obligation regarding claims that were only made because:
- (a) Elections Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the

Contract;

- (b) Elections Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications);
- (c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Elections Canada (or by someone authorized by Elections Canada); or
- (d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software:

“[Supplier name] acknowledges that the purchased items will be used by the Elections Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Elections Canada, will defend both [Contractor name] and Elections Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement.”

Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Elections Canada for the claim.

15.01.04 If anyone claims that, as a result of the Work, the Contractor or Elections Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:

- (a) take whatever steps are necessary to allow Elections Canada to continue to use the allegedly infringing part of the Work; or
- (b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or
- (c) take back the Work and refund any part of the Contract Price that Elections Canada has already paid.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Elections Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Elections Canada for all the costs it incurs to do so.

Article 16 Excusable Delay

Section 16.01 Excusable Delay

16.01.01 A delay in the performance by the Contractor of any obligation under the Contract that is caused by an event that

- (a) is beyond the reasonable control of the Contractor,
- (b) could not reasonably have been foreseen,
- (c) could not reasonably have been prevented by means reasonably available to the Contractor, and
- (d) occurred without the fault or neglect of the Contractor,

will be considered an “Excusable Delay” if the Contractor

- i. advises the Contracting Authority of the occurrence of the delay or of the likelihood of the delay as soon as the Contractor becomes aware of it,
- ii. provides for approval to the Contracting Authority within 15 working days of Subparagraph i. a clear work around plan explaining in detail the steps that the Contractor proposes to take in order to minimize the impact of the event causing the delay.

16.01.02 Any delivery date or other date that is directly affected by an Excusable Delay will be postponed for a reasonable time that will not exceed the duration of the Excusable Delay.

16.01.03 However, if an Excusable Delay has continued for 30 days or more, the Contracting Authority may, by giving notice in writing to the Contractor, terminate the Contract. In such a case, the Parties agree that neither will make any claim against the other for damages, costs, expected profits or any other loss arising out of the termination or the event that contributed to the Excusable Delay. The Contractor agrees to repay immediately to Elections Canada the portion of any advance payment that is unliquidated at the date of the termination.

16.01.04 Unless Elections Canada has caused the delay by failing to meet an obligation under the Contract, Elections Canada will not be responsible for any costs incurred by the Contractor or any of its subcontractors or agents as a result of an Excusable Delay.

16.01.05 If the Contract is terminated under this Article, the Contracting Authority may require the Contractor to deliver to Elections Canada, in the manner and to the extent directed by the Contracting Authority, any completed parts of the Work not delivered and accepted before the termination and anything that the Contractor has acquired or produced specifically to

perform the Contract. Elections Canada will pay the Contractor:

- (a) the value, of all completed parts of the Work delivered to and accepted by Elections Canada, based on the Contract Price, including the proportionate part of the Contractor's profit or fee included in the Contract Price; and
- (b) the Cost to the Contractor that Elections Canada considers reasonable in respect of anything else delivered to and accepted by Elections Canada.

The total amount paid by Elections Canada under the Contract to the date of termination and any amounts payable under this Subsection must not exceed the Contract Price.

Article 17 Suspension of the Work

Section 17.01 Suspension of the Work

- 17.01.01 The Contracting Authority may at any time, by written notice, order the Contractor to suspend or stop the Work or part of the Work under the Contract for a period of up to 180 days. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so. While such an order is in effect, the Contractor must not remove any part of the Work from any premises without first obtaining the written consent of the Contracting Authority. Within these 180 days, the Contracting Authority must either cancel the order or terminate the Contract, in whole or in part, under Article 18 or Article 19.
- 17.01.02 The Contracting Authority may, whether in the notice of the order or during the 180 days referred to in Subsection 17.01.01, request that the Contractor provide information regarding the status of the Work or outstanding invoices. The Contractor shall respond within the timeline provided in the request.
- 17.01.03 When an order is made under Subsection 17.01.01, unless the Contracting Authority terminates the Contract by reason of default by the Contractor or the Contractor abandons the Contract, the Contractor will be entitled to be paid its additional costs incurred as a result of the suspension plus a fair and reasonable profit.
- 17.01.04 When an order made under Subsection 17.01.01 is cancelled, the Contractor must resume work in accordance with the Contract as soon as practicable. If the suspension has affected the Contractor's ability to meet any delivery date under the Contract, the date for performing the part of the Work affected by the suspension will be extended for a period equal to the period of suspension plus a period, if any, that in the opinion of the Contracting Authority, following consultation with the Contractor, is necessary for the Contractor to resume the Work. Any equitable adjustments will be made as necessary to any affected conditions of the Contract.

Article 18 Default by the Contractor

Section 18.01 Default by the Contractor

- 18.01.01 If the Contractor is in default in carrying out any of its obligations under the Contract, the Contracting Authority may, by giving written notice to the Contractor, terminate for default the Contract or part of the Contract. The termination will take effect immediately or at the expiration of a cure period specified in the notice, if the Contractor has not cured the default to the satisfaction of the Contracting Authority within that cure period.
- 18.01.02 If the Contractor becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or takes the benefit of any statute relating to bankrupt or insolvent debtors, or if a receiver is appointed under a debt instrument or a receiving order is made against the Contractor, or an order is made or a resolution passed for the winding down of the Contractor, the Contracting Authority may, to the extent permitted by the laws of Canada, by giving written notice to the Contractor, immediately terminate for default the Contract or part of the Contract.
- 18.01.03 If Elections Canada gives notice under Subsection 18.01.01 or 18.01.02, the Contractor will have no claim for further payment except as provided in this Article. The Contractor will be liable to Elections Canada for all losses and damages suffered by Elections Canada because of the default or occurrence upon which the notice was based, including any increase in the cost incurred by Elections Canada in procuring the Work from another source. The Contractor agrees to repay immediately to Elections Canada the portion of any advance payment that is unliquidated at the date of the termination.
- 18.01.04 Upon termination of the Contract under this Article, the Contracting Authority may require the Contractor to deliver to Elections Canada, in the manner and to the extent directed by the Contracting Authority, any completed parts of the Work, not delivered and accepted before the termination and anything the Contractor has acquired or produced specifically to perform the Contract. In such a case, subject to the deduction of any claim that Elections Canada may have against the Contractor arising under the Contract or out of the termination, Elections Canada will pay or credit to the Contractor:
- (a) the value, of all completed parts of the Work delivered to and accepted by Elections Canada, based on the Contract Price, including the proportionate part of the Contractor's profit or fee included in the Contract Price; and
 - (b) the cost to the Contractor that Elections Canada considers reasonable in respect of anything else delivered to and accepted by Elections Canada.
- 18.01.05 The total amount paid by Elections Canada under the Contract to the date of the termination and any amount payable under this Subsection must not exceed the Contract Price.
- 18.01.06 Title to everything for which payment is made to the Contractor will, once payment is made, pass to Elections Canada unless it already belongs to Elections Canada under any other provision of the Contract.

18.01.07 If the Contract is terminated for default under Subsection 18.01.01, but it is later determined that grounds did not exist for a termination for default, the notice will be considered a notice of termination for convenience issued under Subsection 19.01.01

Article 19 Termination for Convenience

Section 19.01 Termination for Convenience

19.01.01 At any time before the completion of the Work, the Contracting Authority may, by giving notice in writing to the Contractor, terminate for convenience the Contract or part of the Contract. Once such a notice of termination for convenience is given, the Contractor must comply with the requirements of the termination notice. If the Contract is terminated in part only, the Contractor must proceed to complete any part of the Work that is not affected by the termination notice. The termination will take effect immediately or, as the case may be, at the time specified in the termination notice.

19.01.02 If a termination notice is given pursuant to Subsection 19.01.01, the Contractor will be entitled to be paid, for costs that have been reasonably and properly incurred to perform the Contract to the extent that the Contractor has not already been paid or reimbursed by Elections Canada. The Contractor will be paid:

- (a) on the basis of the Contract Price, for all completed Work that is inspected and accepted in accordance with the Contract, whether completed before, or after the termination in accordance with the instructions contained in the termination notice;
- (b) the Cost to the Contractor plus a fair and reasonable profit for all work terminated by the termination notice before completion; and
- (c) all costs incidental to the termination of the Work incurred by the Contractor but not including the cost of severance payments or damages to employees whose services are no longer required, except wages that the Contractor is obligated by statute to pay.

Elections Canada may reduce the payment in respect of any part of the Work, if upon inspection, it does not meet the requirements of the Contract.

19.01.03 The total of the amounts, to which the Contractor is entitled to be paid under this Article, together with any amounts paid, due or becoming due to the Contractor must not exceed the Contract Price. The Contractor will have no claim for damages, compensation, loss of profit, allowance arising out of any termination notice given by Elections Canada under this Article except to the extent that this Article expressly provides. The Contractor agrees to repay immediately to Elections Canada the portion of any advance payment that is unliquidated at the date of the termination.

Article 20 Assignment

Section 20.01 Assignment

- 20.01.01 The Contractor must not assign the Contract without first obtaining the written consent of the Contracting Authority. Any assignment made without that consent is void and will have no effect. The assignment will be effective upon execution of an assignment agreement signed by the Parties and the assignee.
- 20.01.02 Assignment of the Contract does not relieve the Contractor from any obligation under the Contract and it does not impose any liability upon Elections Canada.

Article 21 Right of Set-Off

Section 21.01 Right of Set-Off

Without restricting any right of set-off given by law, Elections Canada may set-off against any amount payable to the Contractor under the Contract, any amount payable to Elections Canada by the Contractor under the Contract or under any other current contract. Elections Canada may, when making a payment pursuant to the Contract, deduct from the amount payable to the Contractor any such amount payable to Elections Canada by the Contractor which, by virtue of the right of set-off, may be retained by Elections Canada.

Article 22 Amendments and Waivers

Section 22.01 Amendment

- 22.01.01 To be effective, any amendment to the Contract must be done in writing by the Contracting Authority and the authorized representative of the Contractor.
- 22.01.02 While the Contractor may discuss any proposed modifications to the Work with other representatives of Elections Canada, Elections Canada will not be responsible for the cost of any modification unless it has been incorporated into the Contract in accordance with Subsection 22.01.01.

Section 22.02 Waiver

- 22.02.01 A waiver will only be valid, binding or affect the rights of the Parties if it is made in writing by, in the case of a waiver by Elections Canada, the Contracting Authority and, in the case of a waiver by the Contractor, the authorized representative of the Contractor.
- 22.02.02 The waiver by a Party of a breach of any condition of the Contract will not be treated or interpreted as a waiver of any subsequent breach and therefore will not prevent it from enforcing that term or condition in the case of a subsequent breach.

Article 23 Codes

Section 23.01 Conflict of Interest and Values and Ethics Codes for the Public Sector

The Contractor acknowledges that individuals who are subject to the provisions of the *Conflict of Interest Act*, 2006, c. 9, s. 2, the Conflict of Interest Code for Members of the House of Commons, the Values and Ethics Code for the Public Sector or all other codes of values and ethics applicable within specific organizations cannot derive any direct benefit resulting from the Contract.

Section 23.02 Code of Conduct for Procurement

The Contractor certifies that it has read the Code of Conduct for Procurement (<http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/index-eng.html>) and agrees to be bound by its terms.

Article 24 No Bribe or Conflict

Section 24.01 No Bribe

The Contractor declares that no bribe, gift, benefit, or other inducement has been or will be paid, given, promised or offered directly or indirectly to any official or employee of Elections Canada or to a member of the family of such a person, with a view to influencing the entry into the Contract or the administration of the Contract.

Section 24.02 No Conflict of Interest

- 24.02.01 The Contractor must not influence, seek to influence or otherwise take part in a decision of Elections Canada knowing that the decision might further its private interest. The Contractor must have no financial interest in the business of a third party that causes or would appear to cause a conflict of interest in connection with the performance of its obligations under the Contract. If such a financial interest is acquired during the period of the Contract, the Contractor must immediately declare it to the Contracting Authority.
- 24.02.02 The Contractor warrants that, to the best of its knowledge after making diligent inquiry, no conflict exists. In the event the Contractor becomes aware of any matter that causes or is likely to cause a conflict in relation to the Contractor's performance under the Contract, the Contractor must immediately disclose such matter to the Contracting Authority in writing.
- 24.02.03 If the Contracting Authority is of the opinion that a conflict exists as a result of the Contractor's disclosure or as a result of any other information brought to the Contracting Authority's attention, the Contracting Authority may require the Contractor to take steps to resolve or otherwise deal with the conflict or, at its entire discretion, terminate the Contract for default. Conflict means any matter, circumstance, interest, or activity affecting the Contractor, its personnel or subcontractors, which may or may appear to impair the ability of the Contractor to perform the Work diligently and independently.

Article 25 Contingency Fees

Section 25.01 Contingency Fees

25.01.01 The Contractor certifies that it has not, directly or indirectly, paid or agreed to pay and agrees that it will not, directly or indirectly, pay a contingency fee for the solicitation, negotiation or obtaining of the Contract to any person, other than an employee of the Contractor acting in the normal course of the employee's duties.

25.01.02 In this Section

(a) "contingency fee" means any payment or other compensation that depends or is calculated based on a degree of success in soliciting, negotiating or obtaining the Contract; and

(b) "person" includes any individual who is required to file a return with the registrar pursuant to section 5 of the *Lobbying Act*, 1985, c. 44 (4th Supplement).

Article 26 International Sanctions

Section 26.01 International Sanctions

26.01.01 Persons in Canada, and Canadians outside of Canada, are bound by economic sanctions imposed by Canada. As a result, Elections Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to economic sanctions.

26.01.02 The Contractor must not supply to Elections Canada any goods or services which are subject to economic sanctions.

26.01.03 The Contractor must comply with changes to the regulations imposed during the period of the Contract. The Contractor must immediately advise Elections Canada if it is unable to perform the Work as a result of the imposition of economic sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services. If the Parties cannot agree on a work around plan, the Contract will be terminated for the convenience of Elections Canada in accordance with Article 19.

Article 27 Notice

Section 27.01 Notice

Any notice under the Contract must be in writing and may be delivered by hand, courier, mail, facsimile or other electronic method that provides a paper record of the text of the notice. It must be sent to the Party for whom it is intended at the address stated in the Contract or to such other address, from time to time designated in writing. Any notice will be effective on the day it is received at that address. Any notice to Elections Canada must be delivered to the Contracting Authority.

Article 28 Survival

Section 28.01 Survival

All the Parties' obligations of confidentiality, representations and warranties set out in the Contract as well as the provisions, which by the nature of the rights or obligations might reasonably be expected to survive, will survive the expiry or termination of the Contract.

Article 29 Governing Law

Section 29.01 Compliance with Applicable Laws

- 29.01.01 The Contractor must comply with all laws applicable to the performance of the Contract. The Contractor must provide evidence of compliance with such laws to Canada at such times as Elections Canada may reasonably request.
- 29.01.02 The Contractor must obtain and maintain at its own cost all permits, licenses, regulatory approvals and certificates required to perform the Work. If requested by the Contracting Authority, the Contractor must provide a copy of any required permit, license, regulatory approvals or certificate to Elections Canada.

Article 30 Successor and Assigns

Section 30.01 Successor and Assigns

The Contract is binding upon and enures to the benefit of Elections Canada and its successors and assigns and the Contractor and its successors and permitted assigns.

Annex D
Supplemental Conditions
Elections Canada to Own Intellectual Property Rights

Article 1 Interpretation

Section 1.01 - Definition

1.01.01 In the Contract, unless the context otherwise requires:

"Background Information" means all Intellectual Property that is not Foreground Information that is incorporated into the Work or necessary for the performance of the Work, regardless of whether it is owned by the Contractor or a third party;

"Firmware" means computer programs that are stored in integrated circuits, read-only memory or other similar devices within the hardware or other equipment;

"Foreground Information" means all Intellectual Property first conceived, developed, produced or reduced to practice as part of the Work under the Contract;

"General Conditions" means the general conditions that form part of the Contract;

"Intellectual Property" means any information or knowledge of an industrial, scientific, technical, commercial, literary, dramatic, artistic or otherwise creative nature relating to the Work, whether oral or recorded in any form or medium and whether or not subject to copyright; this includes but is not limited to any inventions, designs, methods, processes, techniques, know-how, show-how, models, prototypes, patterns, samples, schematics, experimental or test data, reports, drawings, plans, specifications, photographs, manuals and any other documents, Software, and Firmware;

"Intellectual Property Right" means any intellectual property right recognized by law, including any intellectual property right protected by legislation such as patents, copyright, industrial design, integrated circuit topography, and plant breeders' rights, or subject to protection under the law as trade secrets and confidential information.

"Software" means any computer program whether in source or object code (including Firmware), any computer program documentation recorded in any form or upon any medium, and any computer database, including any modification.

- 1.01.02 Words and expressions defined in the General Conditions and used in these supplemental conditions have the meanings given to them in the General Conditions. In the event of any inconsistency between the General Conditions and these supplemental conditions, the applicable provisions of these supplemental conditions will prevail.
- 1.01.03 If Supplemental Conditions – Hardware Purchase, Lease and Maintenance and Supplemental Conditions – Licensed Software are also incorporated in the Contract, the provisions of those supplemental conditions concerning the ownership of Intellectual Property will prevail in relation to the subject matter of those supplemental conditions.

Article 2 Record and Disclosure of Foreground Information

- 2.01.01 During and after the performance of the Contract, the Contractor must keep detailed records of the Foreground Information, including details of its creation. The Contractor must report and fully disclose to Elections Canada all Foreground Information as required by the Contract. If the Contract does not specifically state when and how the Contractor must do so, the Contractor must provide this information if requested by the Contracting Authority, whether before or after the completion of the Contract.
- 2.01.02 Before and after final payment to the Contractor, the Contractor must provide Elections Canada with access to all records and supporting data that Elections Canada considers pertinent to the identification of Foreground Information.
- 2.01.03 For any Intellectual Property that was developed or created in relation to the Work, Elections Canada will be entitled to assume that it was developed or created by Elections Canada, if the Contractor's records do not list that Intellectual Property or do not indicate that it was created by the Contractor, or by someone on behalf of the Contractor, other than Elections Canada.

Article 3 - Ownership of Intellectual Property Rights in Foreground Information

- 3.01.01 All Intellectual Property Rights in the Foreground Information belong to the Elections Canada as soon as they come into existence. The Contractor has no right in or to any such Intellectual Property Rights in the Foreground Information, except any right that may be granted in writing by Elections Canada.
- 3.01.02 The Contractor must incorporate the copyright symbol and one of the following notices as appropriate into all Foreground Information that is subject to copyright regardless of the form or medium upon which it is recorded: © Her Majesty the Queen in Right of Canada (year), or © Sa Majesté la Reine du Chef du Canada (année).
- 3.01.03 The Contractor must execute any documents relating to the Intellectual Property Rights in

the Foreground as Elections Canada may require. The Contractor must, at Elections Canada's expense, provide Elections Canada all reasonable assistance in the preparation of applications and in the prosecution of any applications for registration of any Intellectual Property Rights in any jurisdiction, including the assistance of the inventor in the case on inventions.

Article 4 - License to Intellectual Property Rights in Background Information

- 4.01.01 The Contractor grants to Elections Canada a license to use the Background Information to the extent that it is reasonably necessary for Elections Canada to exercise fully all its rights in the deliverables and in the Foreground Information. This license is non-exclusive, perpetual, irrevocable, worldwide, fully-paid and royalty-free. The license cannot be restricted in any way by the Contractor providing any form of notice to the contrary, including the wording on any shrink-wrapped license attached to any deliverable.
- 4.01.02 For greater certainty, Elections Canada's license in the Background Information includes, but is not limited to:
- (a) the right to disclose the Background Information to third parties bidding on or negotiating contracts with Elections Canada and to sublicense or otherwise authorize the use of that information by any contractor engaged by Elections Canada solely for the purpose of carrying out such contracts. Elections Canada will require these third parties and contractors not to use or disclose that information except as may be necessary to bid, negotiate or carry out those contracts;
 - (b) the right to disclose the Background Information to other governments for information purposes;
 - (c) the right reproduce, modify, improve, develop or translate the Foreground Information and Background Information or have it done by a person hired by Elections Canada. Elections Canada, or a person designated by Elections Canada, will own the Intellectual Property Rights associated with reproduction, modification, improvement, development or translation.
 - (d) without restricting the scope of any license or other right in the Background Information that Elections Canada may otherwise hold in relation to any custom-designed or custom-manufactured part of the Work, the right to use and disclose to a contractor engaged by Elections Canada the Background Information as the following purposes:
 - i. For the use, operation, maintenance, repair or overhaul of the custom-designed or custom-manufactured parts of the Work;

- ii. In the manufacturing of spare parts for maintenance, repair or overhaul of any custom-designed or custom-manufactured part of the Work by Elections Canada if those parts are not available on reasonable commercial terms to enable timely maintenance, repair or overhaul.

4.01.03 The Contractor agrees to make the Background Information, including in the case of Software, the source code, promptly available to Elections Canada for any purpose mentioned above. The license does not apply to any Software that is subject to detailed license conditions that are set out elsewhere in the Contract. Furthermore, in the case of commercial off-the-shelf software, the Contractor's obligation to make the source code promptly available to Elections Canada applies only to source code that is within the control of or can be obtained by the Contractor or any subcontractor.

Article 5 Contractor's Right to Grant Licence

5.01.01 The Contractor represents and warrants that it has the right to grant to Elections Canada the license and any other rights to use the Background Information. If the Intellectual Property Rights in any Background Information are owned by a subcontractor or any other third party, the Contractor must have a license from that subcontractor or third party that permits compliance with Article 4 or arrange, without delay, for the subcontractor or third party to grant promptly the required license directly to Elections Canada.

Article 6 - Waiver of Moral Rights

6.01.01 If requested by Elections Canada, during and after the Contract, the Contractor must provide a written permanent waiver of moral rights, as defined in the *Copyright Act*, R.S., 1985, c. C-42, from every author that contributes to any Foreground Information subject to copyright protection that is a deliverable to Elections Canada under the Contract. If the Contractor is an author of the Foreground Information, the Contractor permanently waives the Contractor's moral rights in that Foreground Information.



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	Elections Canada	2. Branch or Directorate / Direction générale ou Direction PPPA	
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 To provide journalism and/or public relations expert resources, located within specific major metropolitan areas, to respond to inquiries from media sources within the designated region and provide media support as required to senior officials.			
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 checked="" type="checkbox"/> No / Non <input 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"/>		
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 B PROTÉGÉ B	<input type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE	<input type="checkbox"/>
PROTECTED C PROTÉGÉ C	<input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/>
CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/>	NATO SECRET NATO SECRET	<input type="checkbox"/>
SECRET SECRET	<input type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET	<input type="checkbox"/>
TOP SECRET TRÈS SECRET	<input type="checkbox"/>		
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT)	<input type="checkbox"/>		
		PROTECTED A PROTÉGÉ A	<input type="checkbox"/>
		PROTECTED B PROTÉGÉ B	<input type="checkbox"/>
		PROTECTED C PROTÉGÉ C	<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"/>



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 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 EMBLEMES			

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

Security Classification / Classification de sécurité
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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 PROTÉGÉ			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).**



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

PART D - AUTHORIZATION / PARTIE D - AUTORISATION

13. Organization Project Authority / Chargé de projet de l'organisme

Name (print) - Nom (en lettres moulées)	Title - Titre	Signature
Natalie Babin Dufresne	Assistant Director, External Relations	<i>Natalie Babin Dufresne</i>
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel
613-949-6037		natalie.babin-dufresne@elections.ca
		Date
		April 8, 2013

14. Organization Security Authority / Responsable de la sécurité de l'organisme

Name (print) - Nom (en lettres moulées)	Title - Titre	Signature
Daniel Fournier	ASSISTANT DIRECTOR SECURITY & ADMIN	<i>D. Fournier</i>
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel
613-990-8045	613-991-0726	Daniel.Fournier@elections.ca
		Date
		2013-10-08

15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? / Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?

No / Non Yes / Oui

16. Procurement Officer / Agent d'approvisionnement

Name (print) - Nom (en lettres moulées)	Title - Titre	Signature
Stephanie Thomas	Sr. Advisor - Proc & Cont.	<i>Stephanie Thomas</i>
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel
613-998-9589	613-991-1926	stephanie.thomas@elections.ca
		Date
		October 9th, 2013

17. Contracting Security Authority / Autorité contractante en matière de sécurité

Name (print) - Nom (en lettres moulées)	Title - Titre	Signature
Stephanie Thomas	Sr. Advisor Procurement & Contracting	<i>Stephanie Thomas</i>
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel
613-998-9589	613-991-1926	stephanie.thomas@elections.ca
		Date
		October 9th, 2013

Security Classification / Classification de sécurité
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[General Instructions: Technical Authority must complete Section 1 and have it signed by the Contracting Authority. The Technical Authority must then send it to the Contractor for it to complete Section 2. The Contracting Authority must complete Section 3. Tasks must only commence once Section 3 is completed and signed by the Contracting Authority.]

TECHNICAL AUTHORITY: [To be completed by the TA]

CONTRACTING AUTHORITY: [To be completed by the TA]

CONTRACTOR: [To be completed by the TA]

CONTRACT TITLE AND NUMBER: [To be completed by the TA] (the “Contract”)

DATE: [To be completed by the TA]

TASK REQUEST TITLE: [To be completed by the TA]

TASK REQUEST NUMBER: _____ [To be completed by the Contractor]

1. TO BE COMPLETED BY THE TECHNICAL AUTHORITY AND SIGNED BY THE CONTRACTING AUTHORITY (the “Task Request”)

1.1 In accordance with the Contract, the Contractor is requested to perform the tasks described in Clause 1.2 of this Task Authorization which are within the scope of the Contract. The Contractor must provide a Task Request Proposal within _____ Business Days of receipt of this Task Request.

1.2 The tasks are: AS FOLLOWS OR SEE ATTACHED

[Insert details of task being requested or attach description of the task. The tasks description must be considered as a statement of work. Create obligations by using active voice.]

1.3 The Contractor’s personnel will require a valid “Reliability Status”: YES NO

1.4 The Contractor must complete the tasks no later than _____ [insert date] or _____ Business Days from receipt of the Task Authorization Form.

Signature of Technical Authority

Date

Signature of Contracting Authority

Date

2. TO BE COMPLETED BY THE CONTRACTOR (the “Task Request Proposal”)

2.1 The Task Request Proposal must comply with the requirements set out in the Contract and must include the following:

[Technical Authority or Contracting Authority: prior to sending to Contractor, please ensure Step 2 of the Authorization Process set out in the Contract is reflected exactly.]

2.1.1 Insert a detailed description of the Tasks to be performed.

2.1.2 Insert the price proposal, which shall be computed in accordance with the basis of payment provisions of this Contract and Annex B – Pricing Table, and acceptable price support and price breakdown including a breakdown by category of resource type.

2.1.3 Insert an estimate or actual number of person-hours of effort required, per category, as applicable.

2.1.4 Insert start and completion date(s) of the Task.

2.1.5 Insert a request number (serialized coding for new activity traceability), including original documents and amendments.

2.1.6 Insert the Contract number.

2.1.7 Insert an estimate or actual cost for the Task.

2.1.8 Insert whether the Task will be performed by the Contractor or a subcontractor.

2.1.9 Insert contact information, including names, locations and telephone numbers.

2.1.10 Insert a timeframe within which the Task Request must be approved to meet the proposed deliverable dates.

2.1.11 Insert any other supporting details.

2.2 In accordance with Clause 2.1.2, the Contractor makes the following price proposal:

- firm price (one lump sum payment) of \$_____ (including all applicable taxes)
- firm price of \$_____ (including all applicable taxes)
(payable by monthly progress payments)
- limitation of expenditure of \$_____ (including all applicable taxes)

Signature of Contractor by its Authorized Signatory

Date

3. TO BE COMPLETED BY THE CONTRACTING AUTHORITY

3.1 Elections Canada hereby accepts the Contractor's Task Request Proposal.

Signature of Contracting Authority

Date

Annex G
Invoice Template
 Invoice number **[INSERT]**

From:	[Insert Name of Contractor] [Insert Contact Name] Ph.: (xxx) xxx-xxxx Fax: (xxx) xxx-xxxx E-mail: Contract Number: Task Authorization Number, if applicable: GST Number:	Date: Invoice #:	Mo/Day/Year 001
To:	Attn: [to be inserted at contract award] Elections Canada 30 Victoria Street Gatineau QC J8X 4H7		
Task Request Title:			

Date	Task(s) Description as per Task Authorization	Number of Hours of Work	Hourly Rate per Pricing Table	Amount
	[Eg. Training Module teleconference (xx hours at \$xx.xx)]			
Subtotal excluding applicable taxes				
Travel and Living, if applicable and pre-authorized. Receipts must be attached to this invoice				
GST/HST				
TOTAL including applicable taxes				

Annex H – Guidelines and Policies



IT DIRECTORATE

Policy on Telecommunications Equipment, Services and their Use

Version 2.7
Status: final
January 17, 2008





**REVISION
NOTICE PAGE**

Version	Date	Description of Revision
1.0	October 6, 2006	Initial Draft
1.2	October 11, 2006	Minor adjustments
1.3	January 12, 2007	Restructured and expanded
1.4	February 26, 2007	Additional comments included
1.5	February 26, 2007	Requirement to report via e-mail added.
2.0	April 11, 2007	As reviewed by Legal Directorate
2.1	April 20, 2007	Additional changes from Legal Directorate
2.2	May 10, 2007	Additional minor changes.
2.3	May 30, 2007	Additional minor changes.
2.4	June 25, 2007	GOC standards statement added
2.5	June 26, 2007	Acceptable personal use added
2.6	December 13, 2007	Scope – 1.4 second paragraph added the words Elections Canada provided. Fourth paragraph added the words Any Elections Canada provided Device
2.7	January 17, 2008	Scope – 1.4 second paragraph added the words <i>provided by Elections Canada</i> . Fourth paragraph added the words <i>Any device provided by Elections Canada</i> .
File Location: H:\Projects\162comm\WRS -Telephony\Telephony Main Directory\Telecommunications Policy 2.7en.doc		



Table of Contents

1. INTRODUCTION 4

1.1 PURPOSE OF THIS DOCUMENT..... 4

1.2 BACKGROUND 4

1.3 OBJECTIVES OF THIS POLICY INITIATIVE 4

1.4 SCOPE..... 4

1.5 PERSONS INCLUDED IN THIS POLICY 5

2 APPROACH..... 5

3 AGENCY-WIDE SERVICE MANAGEMENT MODEL 5

4 BUDGET MANAGEMENT 6

5 ASSET MANAGEMENT 6

6 REPORTING AND RECONCILIATION 6

7 AUTHORIZATION FOR USE OF SERVICES 7

8 ACQUISITION OF PRODUCTS AND SERVICES 7

8.1 DEFINITION OF TELECOMMUNICATIONS DEVICES 7

8.2 ROLE OF TELECOMMUNICATIONS SERVICES GROUP 7

9 SPECIFIC POLICY DIRECTIVES..... 7

9.1 GENERAL GUIDING PRINCIPLE..... 8

9.2 VOICE MAIL BOXES..... 8

9.3 PERSONAL USE..... 8

9.4 SECURITY AND PRIVACY 8

9.5 PHOTOGRAPHIC CAPABILITY 9

9.6 AUDIO RECORDING CAPABILITY..... 9

9.7 RECORDING CAPABILITY – PRIVATELY OWNED EQUIPMENT..... 9

9.8 INTERNET-CAPABLE WIRELESS DEVICES..... 9

9.9 WIRELESS DEVICE DOWNLOADING 9

9.10 THIRD PARTY VENDORS..... 10

9.11 COST CONTAINMENT 10

9.12 BAR CODE 10

9.13 PASSWORDS AND LOCK CODE 10

9.14 DUE DILIGENCE..... 10

9.15 PERIPHERAL ACCESSORIES 11

9.16 REPORTING OF LOSS, MALFUNCTION OR DAMAGE 11



1. INTRODUCTION

1.1 PURPOSE OF THIS DOCUMENT

The purpose of this document is to define the Acceptable Use and related policies regarding telecommunications products and services used within Elections Canada and any related entity (hereafter the Agency).

1.2 BACKGROUND

Elections Canada's IT Directorate recognizes the importance of telecommunications technology as a business tool used to support the Agency's service delivery mandate to Canadian citizens. This policy has been developed to promote appropriate and effective use of all telecommunications devices that are provided by the Agency for the purpose of facilitating communications directly related to business duties. Privacy, security, and cost effective use of the technologies are of significant importance.

1.3 OBJECTIVES OF THIS POLICY INITIATIVE

The objectives of this policy initiative are to:

1. Describe the manner in which Telecommunications Services Group will acquire and deploy products and services within the Agency;
2. Specify best practices and acceptable use policies; and,
3. Create a policy framework that provides effective guidance to management and personnel.

1.4 SCOPE

This policy applies to all personnel related to Elections Canada throughout all programs, services and regions.

This policy applies to all telecommunications technologies and devices provided by Elections Canada, whether based upon wire-line (desktop telephone connected to the Public Switched Telephone Network [PSTN] or the Internet via DSL, cable or similar service), or wireless (i.e. mobile, satellite) transmission medium.

This policy applies to all places of activity associated with the agency, including but not limited to:

- Elections Canada headquarters;
- Returning Offices;
- Additional Assistant Returning Offices;
- Polling Sites; and,
- Returning Officer Home offices.

Every person who is remunerated by the Agency in any capacity at any time is bound by this policy, including temporary personnel during electoral events. Any device provided by Elections Canada carried by a person bound by this policy is within the purview of the policy.



1.5 PERSONS INCLUDED IN THIS POLICY

This policy applies to *personnel*, a term that is defined to include all Term, Casual, Indeterminate employees, Returning Officers, Field Liaison Officers, Contractors and any person carrying on work under the provisions of the *Canada Elections Act* and the *Referendum Act*.

2 APPROACH

Specific policy directives will complement this policy statement by providing operational direction for the allocation and management of telecommunications services and devices.

The full portfolio of services covered by the policy directives will include:

- Mobile Wireless Services;
- Desktop Telephone Services;
- Conferencing Services (Video and Telephony) including desktop conferencing and collaboration tools that use video or telephony;
- Telephone directory (the publication of telephone numbers and other contact information both within the agency and for use by the public);
- Telecommuting Working Standards;
- Device cabling and telecommunications repeaters;
- Enterprise Telecommunications Support and Maintenance; and,
- Long Distance Calling Cards.

3 AGENCY-WIDE SERVICE MANAGEMENT MODEL

IT Telecommunications Services Group will implement an agency-wide service management model for all telephony and data communications services used by the Agency. Key elements of this model include:

- Agency-wide standardization of processes for the acquisition, deployment, acceptable use and responsible disposition of telecommunications devices and related services;
- Agency-wide standardization on a suite of technologies and related equipment;
- Guidelines and policies relating to the distribution of equipment according to seniority of position and functional needs;
- Budget centralization;
- Timeframes for delivering services to users during both event and non-event conditions; and,
- Policy service delivery during both event and non-event conditions.



This agency-wide service management model will guide the development of common processes and procedures for the management of services, so that a consistent agency-wide model is realized. All client groups will receive access to the same quality of products and services in a standardized fashion.

4 BUDGET MANAGEMENT

IT Telecommunications Services Group will manage the budget for telecommunications services for the entire Agency. This group, in conjunction with Finance, will be responsible for all budget related activities including forecasting, tracking, reporting, and invoice payment.

Analysis carried out at the individual, internal client group and Agency-wide levels will result in recommendations to clients concerning best practices, cost containment, asset management and acceptable uses. The Agency-wide approach will result in on-going improvements to service management and cost efficiencies.

5 ASSET MANAGEMENT

IT Directorate is developing the Telecommunication Information System (TIS), a web-based application that will help track the processes relating to the acquisition, transfer and retirement of telecommunications equipment. This application will incorporate an asset management element to ensure that an accurate and up to date inventory of devices, peripherals and related contracted services is maintained at all times.

The Facilities Management group is responsible for issuing bar code labels for any portable devices and all devices valued at more than \$500.00.

6 REPORTING AND RECONCILIATION

Regular reporting by Telecommunications Services Group will take place on all telecommunications usage (based on review of billing) to provide management information to client groups and senior management. Period reporting schedules will be outlined in the policy directives for each service.

Billing information for personal telecommunications services may be monitored and analyzed from time to time to ensure the appropriateness of use of telecommunication services and resources. All stakeholders will be required to cooperate in these periodic reviews.



7 AUTHORIZATION FOR USE OF SERVICES

Standardized telecommunications services are made available to all authorized Agency client groups for business purposes. The funding for these services is managed centrally and sourced via annual budget allocations. Fluctuations in the demand for these services will be reconciled with individual client groups.

Client group managers are responsible for requesting access to telecommunications services on behalf of their personnel.

8 ACQUISITION OF PRODUCTS AND SERVICES

8.1 DEFINITION OF TELECOMMUNICATIONS DEVICES

Telecommunications devices include but are not limited to: landline and cellular telephone equipment and services, pagers, “Blackberry™” type devices, consumer landline and wireless Internet modems and services and any associated peripheral equipment (i.e. headsets and chargers).

8.2 ROLE OF TELECOMMUNICATIONS SERVICES GROUP

All telecommunications devices and services will be procured solely and exclusively by the Telecommunications Services Group within the Information Technology Directorate.

The IT Telecommunications Services Group establishes and maintains corporate standards regarding personal telecommunications products and services for the Agency. It also reviews and assesses new or non-standard products or services for the Agency.

This group establishes and brings into effect migration plans for each type of personal telecommunications device and services with the core objectives of:

1. Leveraging emerging technologies to facilitate the mandate of the agency;
2. Providing additional value-add capabilities; and,
3. Reducing cost by consolidating technologies and retiring obsolete ineffective technologies.

9 SPECIFIC POLICY DIRECTIVES

The specific policy directives have been developed after a comprehensive review of relevant policies in effect at other agencies and government departments. They are consistent with Government of Canada standards while reflecting the unique character and culture at Elections Canada.



9.1 GENERAL GUIDING PRINCIPLE

Telecommunications services(both telephones and wireless devices) are provided to personnel for business use shall be used in a professional manner. Improper use of devices and services may result in modification or loss of privileges.

9.2 VOICE MAIL BOXES

Both desktop phones and wireless phones that are equipped with voice mailboxes shall have an appropriate business message, and shall include the name of both the directorate and Agency. Messages should be updated to reflect temporary and long-term absences and should be recorded in both official languages where appropriate. An extended absence greeting shall be recorded and updated (as necessary), and an alternate contact name and number should be included in the message. A standard text for both official languages is available from the Telecommunications Services Group.

9.3 PERSONAL USE

Wireless telecommunications devices are provided to personnel as business tools. Elections Canada management does not condone the use of wireless communications devices for personal use, however, Elections Canada management recognizes there may be circumstances where it is necessary to use a wireless device for personal use. Business usage is deemed to include calls made because the user's work situation requires the employee to undertake what would otherwise be considered a "personal" call. For example, but without restricting the foregoing, such business-related circumstances might include calls resulting from unplanned overtime, work-related delays affecting departure from the work place, and the need to alert family members of work-related travel where no desktop telephone/set or land line is readily available. Should circumstances arise in which personal calls greatly exceed business calls beyond comparative levels among peer users, or if extensive toll charges are made the Agency will investigate the matter and may request reimbursement.

9.4 SECURITY AND PRIVACY

It is the user's responsibility to take precautions to safeguard their telecommunications equipment from damage, theft and improper use. Users must immediately report via e-mail (IT-Telecom@elections.ca) the loss and/or theft or suspected misuse to their managers and/or equipment administrators, IT Telecommunications Services and security personnel.

This policy complements the existing EC Security Policy and the EC Acceptable Use Policy. Users must read and adhere to all sanctioned Elections Canada policies. Personnel should periodically review all policies to ensure their compliance.



Users should be aware that any information contained in or relating to telecommunications devices is considered government record and, as such, is auditable under access to information and privacy legislation.

9.5 PHOTOGRAPHIC CAPABILITY

Telecommunications devices with photographic or video recording capabilities generally will not be procured for the Agency. The operation of photographic or video recording features is strictly prohibited within Elections Canada offices; including Returning Offices.

9.6 AUDIO RECORDING CAPABILITY

Telecommunications devices that are capable of audio recording generally will not be procured for the Agency. The operation of photographic or video recording features is strictly prohibited within Elections Canada offices; including Returning Offices.

9.7 RECORDING CAPABILITY – PRIVATELY OWNED EQUIPMENT

Personnel shall at no time operate the audio and/or photographic recording features of any device while present in any place related to the Agency at any time where or when:

1. Voting is taking place or where voting will take place;
2. Ballots are present;
3. Any form of Protected B information is present, whether displayed or not, including computer screens;
4. A Returning Office or Additional Assistant Returning Office is in operation;
5. A call centre is in operation; and/or;
6. Any other time and place, situation or other circumstance as may be prescribed from time to time by the Chief Electoral Officer of Canada or a person authorized by him/her.

9.8 INTERNET-CAPABLE WIRELESS DEVICES

The EC Acceptable Use Policy governs the use of the Elections Canada infrastructure and any wireless Internet device and usage. Special precautions are necessary to safeguard the EC infrastructure when wireless Internet devices are used. Please consult with the Elections Canada IT Security Coordinator before use.

9.9 WIRELESS DEVICE DOWNLOADING

The downloading of ring tones, images, videos, music, games or any other feature not expressly authorized by IT Telecommunications Services is not condoned. Any and all costs incurred in this regard may be recovered from the user.



9.10 THIRD PARTY VENDORS

Third party vendors are firms who have contracted with telecommunications carriers to provide a product or service over the carrier's network with associated costs appearing on the purchaser's monthly invoice. Typically these firms provide entertainment related products and often use 900 series numbers.

IT Telecommunications Services Group will instruct the agency's service providers to block access to third party vendors unless express authorization is granted. Nonetheless it may be possible to circumvent the block, in which circumstance the user will be required to reimburse the Agency for any and all expenses incurred with respect to the purchase of unauthorized third party products or services. In every case where the product, service or content purchased contravenes the acceptable use provided for in Agency's Policy on Telecommunications Equipment and Services and their Use, the matter will be escalated to Management and EC Security.

9.11 COST CONTAINMENT

As a general principle, personnel must seek (within reason) the lowest cost option when incurring expense relating to telecommunications services. Examples include but are not limited to:

1. Using a corporate calling card or toll free number while travelling on official business rather than incurring long distance toll on a cell phone or hotel landline;
2. Using a cell phone to make local calls when travelling rather than incurring a per-call charge from the hotel; and,
3. Minimizing connect time (including data transmissions) to the Internet on portable devices that are capable of it.

9.12 BAR CODE

Every portable device, regardless of cost, will be inventoried by IT Telecommunications Services Group and a bar code will be affixed prior to being delivered to the end user.

9.13 PASSWORDS AND LOCK CODE

Some devices owned by the Agency have a password and/or lock code that may be modified by the user. Users must supply the current password and/or lock code:

- a. Whenever requested by IT Telecommunications Services; and,
- b. When the device is returned to Telecommunications Services.

9.14 DUE DILIGENCE

Every person who is provided with a device owned by the Agency must exercise due diligence in providing reasonable care and custody of the device. Damage to, or loss of devices as the result of carelessness or negligence may result in Agency assessing resulting costs to the person concerned.



9.15 PERIPHERAL ACCESSORIES

Accessories such as headsets, chargers and other peripherals associated with any given device are considered part of that device and:

- a. Must be accorded the same due diligence as the device; and,
- b. Must be returned along with the device.

9.16 REPORTING OF LOSS, MALFUNCTION OR DAMAGE

Every person who has been provided with a device owned by the Agency must report via e-mail to Telecommunications Services without delay if the device becomes lost, malfunctions or is otherwise out of service or damaged.

Document Ends

SECURITY

POLICY

RECORD OF AMENDMENTS

Amendment Number	Date	Amended by

Table of Contents

1	INTRODUCTION	5
1.1	OBJECTIVE AND SCOPE.....	6
1.2	POLICY STATEMENT	6
1.3	COMPLEMENTARY LEGISLATION	6
2	SECURITY ORGANIZATION.....	7
2.1	ORGANIZATION STRUCTURE.....	7
2.2	DESCRIPTION OF REPORTING RELATIONSHIPS	10
2.2.1	DEPARTMENTAL SECURITY OFFICER (DSO)	10
2.2.2	INFORMATION TECHNOLOGY SECURITY COORDINATOR (ITSC)	10
2.2.3	SECURITY GUARDS	10
3	ROLES AND RESPONSIBILITIES.....	11
3.1	CHIEF ELECTORAL OFFICER	11
3.2	SENIOR DIRECTOR, ELECTION FINANCING AND CORPORATE SERVICES	11
3.3	DEPARTMENTAL SECURITY OFFICER (DSO).....	11
3.4	INFORMATION TECHNOLOGY SECURITY COORDINATOR (ITSC)	11
3.5	DIRECTOR, HUMAN RESOURCES	12
3.6	DIRECTOR, COMMUNICATIONS	12
3.7	ASSISTANT DIRECTOR, ADMINISTRATION	12
3.8	DIRECTORS, MANAGERS.....	12
3.9	SYSTEM ADMINISTRATORS	13
3.10	INQUIRIES CENTRE / WEBMASTER.....	13
3.11	RETURNING OFFICERS.....	13
3.12	EMPLOYEES	13
3.13	CONSULTANTS AND CONTRACTORS.....	14
4	PHYSICAL SECURITY	15
4.1	PERSONNEL ACCESS – IDENTIFICATION AND AUTHORIZATION.....	15
4.2	EXTERNAL PERIMETER	15
4.2.1	ENTRY POINTS.....	15
4.2.2	IDENTIFICATION CARDS	15
4.2.3	ELECTRONIC INTRUSION DETECTION AND MONITORING	15
4.2.4	VISITOR CONTROL.....	15
4.3	SERVICE SPACES	16
4.4	SECURE ROOMS AND SENSITIVE DISCUSSION AREAS	16
4.5	KEY, COMBINATION AND SECURITY CABINET CONTROL	16
5	PERSONNEL SECURITY	17
5.1	PERSONNEL SECURITY SCREENING	17
5.1.1	OBTAINING CONSENT.....	17
5.1.2	PROCESSING RELIABILITY CHECKS AND SECURITY CLEARANCES	17
5.1.3	GRANTING, DENYING OR REVOKING A RELIABILITY STATUS	17
5.1.4	GRANTING, DENYING OR REVOKING A SECURITY CLEARANCE	18

5.1.5	REVIEW AND REDRESS	18
5.2	NEED-TO-KNOW	18
6	SECURITY OF RECORDED INFORMATION AND ASSETS	19
6.1	LABELING, STORAGE, HANDLING AND DESTRUCTION	19
6.1.1	LABELING DOCUMENTATION	19
6.1.2	LABELING ELECTRONIC STORAGE MEDIA	19
6.1.3	APPROVED STORAGE CONTAINERS	19
6.1.4	TRANSMITTAL OF VALUABLE OR SENSITIVE INFORMATION AND ASSETS	20
6.1.5	DESTRUCTION OF CLASSIFIED/DESIGNATED MATERIAL	20
6.1.6	REUSE AND STORAGE OF ELECTRONIC STORAGE MEDIA	20
6.2	EXTERNAL INFORMATION	20
6.3	THIRD PARTY ACCESS	20
7	RISK MANAGEMENT	21
7.1	ACCEPTANCE OF RESIDUAL RISK	21
8	BUSINESS CONTINUITY PLANNING (BCP)	22
8.1	GOVERNANCE STRUCTURE	22
8.1.1	ELECTIONS CANADA EXECUTIVE COMMITTEE	22
8.1.2	ELECTIONS CANADA PLANNING COMMITTEE	22
8.1.3	BUSINESS CONTINUITY PLANNING WORKING GROUP	23
8.1.4	BUSINESS CONTINUITY RESPONSE TEAMS	23
9	SECURITY READINESS LEVELS	24
9.1	INTRODUCTION AND RESPONSIBILITIES	24
9.2	SECURITY READINESS LEVELS	24
9.3	GOVERNANCE STRUCTURE	24
9.4	REPORTING REQUIREMENTS	24
10	SECURITY BREACHES AND VIOLATIONS	26
10.1	SCOPE	26
10.2	INSPECTIONS	26
10.3	INVESTIGATIONS	26
11	CONTRACT SECURITY MANAGEMENT	27
11.1	OVERVIEW	27
11.2	SECURITY REQUIREMENTS CHECKLIST (SRCL)	27
11.3	CONFIDENTIALITY OR NON-DISCLOSURE AGREEMENTS	27
12	TRAINING AND AWARENESS	28
13	INFORMATION TECHNOLOGY SECURITY	29
13.1	INTRODUCTION	29
13.2	SCOPE	29
13.3	COMPUTER SECURITY	29
13.4	COMMUNICATIONS SECURITY	31
13.4.1	TELEPHONES	31
13.4.2	CELLULAR TELEPHONES	31

13.4.3 FAXES	32
13.5 NETWORK SECURITY	32
13.6 ACCEPTABLE USE POLICY	32
13.7 LIFE CYCLE CONTROL	32
13.7.1 INFORMATION TECHNOLOGY SYSTEMS UNDER LIFE CYCLE CONTROL	33
13.8 CONFIGURATION MANAGEMENT	33
13.9 CERTIFICATION AND ACCREDITATION	33
13.9.1 CERTIFICATION	33
13.9.2 ACCREDITATION	33
13.10 ACCESS TO COMPUTER ROOMS	34
ANNEX A – LEGISLATION/ACTS.....	35
1. CANADA ELECTIONS ACT	35
2. PRIVACY ACT	35
3. PUBLIC SERVICE EMPLOYMENT ACT	35
4. PUBLIC SERVICE STAFF RELATIONS ACT	35
5. SECURITY OF INFORMATION ACT	35
6. FINANCIAL ADMINISTRATION ACT	35

1 INTRODUCTION

This document establishes the Elections Canada Security Policy that shall be adhered to by all employees, contractors, consultants, temporary help or other personnel (hereafter referred to as personnel) working for or under the direction of Elections Canada. The Government Security Policy

(GSP) served as the baseline for the development of the EC Security Policy. Safeguarding human life is paramount to protecting valuable or sensitive Elections Canada assets. During life-threatening situations, the protection of human life and safety shall take precedence over all policies and procedures.

The general principles of this policy also apply to Returning Officers providing such principles conform to the specific instructions given to Returning Officers by the Chief Electoral Officer under the authority of the *Canada Elections Act*. Those specific instructions to Returning Officers are contained in the Returning Officer's Manual and shall take precedence over the policy.

1.1 OBJECTIVE AND SCOPE

The objective of this security policy is to clearly define roles, responsibilities and safeguards necessary to protect Elections Canada personnel, information, and assets and to ensure continued delivery of services. It establishes the policy framework from which Elections Canada security standards and procedures shall be developed. In order for the policy to be effective, all levels of management and all employees shall be accountable, as defined in Chapter 3, for ensuring that security measures are implemented and adhered to.

1.2 POLICY STATEMENT

It is the policy of Elections Canada that all managers must implement the requirements of the Elections Canada Security Policy in a timely, efficient and effective manner. Managers can seek advice from the Departmental Security Officer for all security matters in their purview. Employees under threat of violence must be protected according to baseline security requirements and continuous risk management.

Assets must be safeguarded according to baseline security requirements and continuous security risk management.

Continued delivery of services must be assured through methodical assessments of security risks, including business continuity planning, and the continuous management of these security risks.

The results of this assessment will help guide and determine the appropriate management actions and priorities for managing security risks, and for implementing controls (such as procedures) to protect against these risks. Security procedures are complementary to this policy.

Audits of the Elections Canada Security Program shall be conducted under the direction of Internal Audit of Elections Canada.

1.3 COMPLEMENTARY LEGISLATION

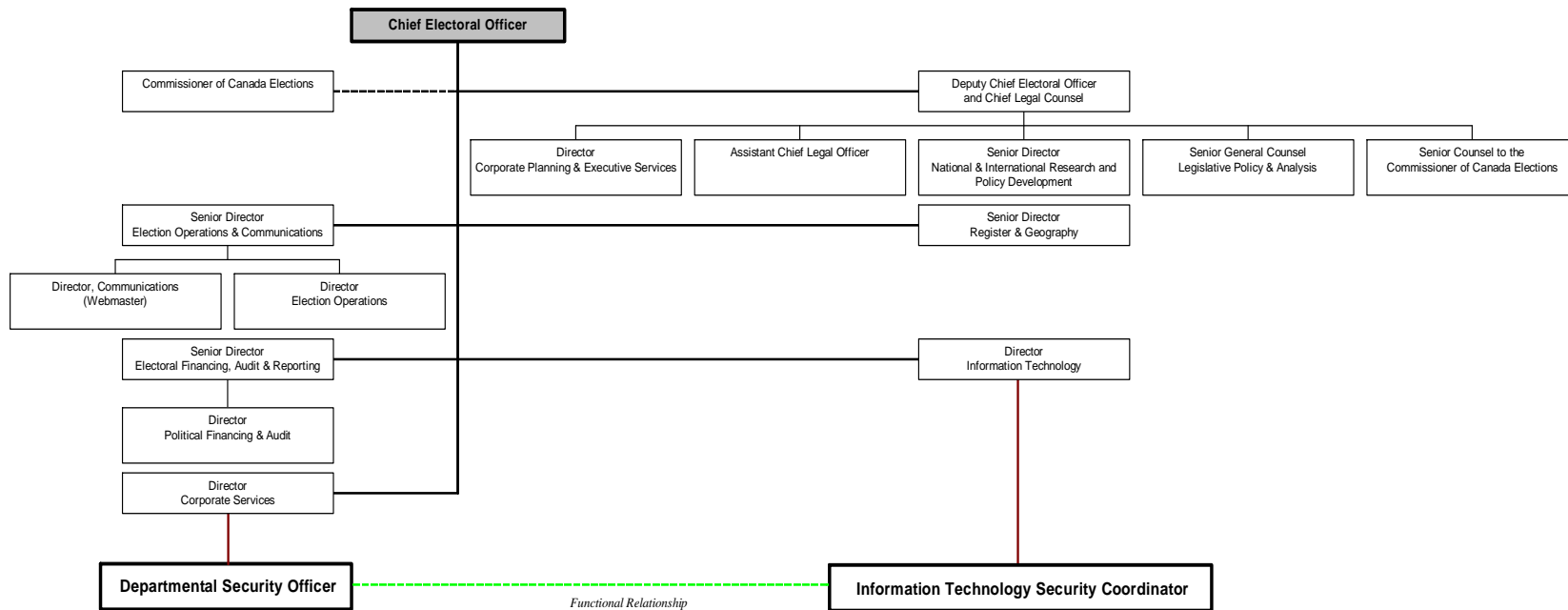
The *Acts*, detailed at Annex A, complement the Elections Canada Security Policy and should be consulted as necessary.

2 SECURITY ORGANIZATION

2.1 ORGANIZATION STRUCTURE

(See Figure 1)

FIGURE 1 - SECURITY ORGANIZATION STRUCTURE



2.2 DESCRIPTION OF REPORTING RELATIONSHIPS

2.2.1 DEPARTMENTAL SECURITY OFFICER (DSO)

The Departmental Security Officer reports directly to the Senior Director, Election Financing and Corporate Services for overall security matters however, there is a functional reporting relationship to the Chief Electoral Officer for reporting security issues where warranted.

2.2.2 INFORMATION TECHNOLOGY SECURITY COORDINATOR (ITSC)

The Information Technology Security Coordinator reports directly to the Director Information Technology however, there is a functional reporting relationship with the Departmental Security Officer who has the lead responsibility for all security matters, including those relating to information technology. The Information Technology Security Coordinator and the Departmental Security Officer shall keep each other informed on all security initiatives and activities.

2.2.3 SECURITY GUARDS

Security guard staff (i.e. Commissionaires) on contract with Elections Canada for security duties shall report to the Departmental Security Officer.

3 ROLES AND RESPONSIBILITIES

3.1 CHIEF ELECTORAL OFFICER

The Chief Electoral Officer is ultimately accountable for all security matters in Elections Canada. This includes safeguarding sensitive information and assets under Elections Canada's control. The Chief Electoral Officer is the final authority for denying, revoking or suspending a security clearance.

3.2 DIRECTOR, CORPORATE SERVICES

The Director of Corporate Services is accountable to the Chief Electoral Officer for ensuring that the Elections Canada security program is adequately managed and funded. As a member of the Elections Canada Executive Committee, this position champion's security issues before this Committee and directs the implementation of Chief Electoral Officer decisions and Executive Committee directions relative to the security program.

3.3 DEPARTMENTAL SECURITY OFFICER (DSO)

The Departmental Security Officer is responsible for developing, implementing, maintaining, coordinating and monitoring the Agency security program in compliance with the Government Security Policy, including the provision of advice to the Chief Electoral Officer and Senior Management on measures to address potential and/or actual security breaches, violations and/or issues. The Departmental Security Officer conducts Threat Risk Assessments (TRAs) and makes recommendations on acceptance of residual risk and ensures an IT security program is implemented and maintained. In addition, the Departmental Security Officer manages the Business Continuity Program, the Agency security screening program for all personnel and a physical security program for all Elections Canada premises. The Departmental Security Officer provides advice to managers and employees on the identification and protection of classified and/or designated information and assets. The Departmental Security Officer, in collaboration with the Assistant Director of Administration, the Information Technology Security Coordinator and others as necessary, manages the Elections Canada response to the declaration of heightened levels of security readiness across the Government of Canada in accordance with the appropriate security operational standards. The Departmental Security Officer shall advise Elections Canada employees of security risks when planning a trip abroad.

3.4 INFORMATION TECHNOLOGY SECURITY COORDINATOR (ITSC)

The Information Technology Security Coordinator has primary responsibility for developing, implementing, maintaining and monitoring an Information Technology Security program for Elections Canada. This includes ensuring that the electronic storage media is assigned the appropriate classification or designation level and is destroyed appropriately. In addition, the Information Technology Security Coordinator monitors the effectiveness of and periodically

H –H2

audits and updates information technology security policies, procedures and standards and conducts information technology threat and risk assessments.

The Information Technology Security Coordinator must advise the Departmental Security Officer on potential and/or actual information technology security breaches, violations and oversees the implementation of corrective measures. On an ongoing basis the Information Technology Security Coordinator reviews all information technology projects from an information technology security architecture perspective and provides recommendations to comply with information technology security policies, standards and procedures and ensures contracts contain appropriate clauses for information technology security.

The development and review of logical access controls for information technology systems, applications, subsystems or group of information technology systems are also a component of the Information Technology Security Coordinator's responsibilities.

3.5 DIRECTOR, HUMAN RESOURCES

The Director of Human Resources is responsible for ensuring that the Security Policy coincides with the requirements of human resources management practices of Elections Canada and that staffing procedures needed for the security screening process are developed and implemented.

3.6 DIRECTOR, COMMUNICATIONS

The Director of Communications is designated as the official Elections Canada Spokesperson for security matters involving the public interest. The Departmental Security Officer and the Director of Communications will ensure they keep themselves abreast of evolving security issues. The Director of Communications will keep the Chief Electoral Officer informed on public communications issues involving security.

3.7 ASSISTANT DIRECTOR, ADMINISTRATION

The Assistant Director, Administration is responsible for ensuring that new and existing accommodations meet security design standards, maintaining inventories of classified and designated assets and that classified and designated information and other material received in the records offices and mail rooms are handled, stored, marked, transmitted and destroyed. The position is also responsible for the management of the Elections Canada occupational health and safety program and the fire/evacuation-fire safety procedures. The incumbent of this position is designated as Chief Fire Warden at EC Headquarters. The Assistant Director of Administration is also responsible for the control of Elections Canada assets on and off site.

3.8 DIRECTORS, MANAGERS

With the assistance of the Departmental Security Officer and the Information Technology Security Coordinator, managers are responsible for ensuring personnel are informed of their security responsibilities and comply with the Elections Canada Security Policy and that

H –H2

correspondence and documents under their control are classified and marked with the appropriate classification or designation.

In addition, it is the manager's responsibility to determine the security requirements of each job description, to establish the security screening level of each incumbent and to provide input to the Departmental Security Officer for the granting or denying a reliability check status. Managers are responsible for ensuring that employees meet the security requirements of their positions before being appointed.

Managers must identify and maintain an inventory of information and other assets that are classified or designated and informing Contracts and Procurement of the security requirements of work to be conducted under contract. Managers must promptly report all security incidents to the Departmental Security Officer and ensure the Departmental Security Officer and/or Information Technology Security Coordinator are consulted with respect to the security requirements for all new programs (including system development) or modifications to existing programs being considered for implementation.

3.9 SYSTEM ADMINISTRATORS

The information technology system(s) administrators, in conjunction with the Departmental Security Officer and Information Technology Security Coordinator, and with the applicable Director's concurrence is responsible for: implementing information technology security approved logical access controls for information technology systems, applications, subsystems or group of information technology systems, maintaining a log of user passwords for system and application logon, establishing system profiles for individual users and establishing application privileges for individual users.

3.10 INQUIRIES CENTRE / WEBMASTER

The Webmaster for Elections Canada is the main Internet gateway and contact with the outside world. All electronic messages directed to Elections Canada via the Internet are addressed to the Webmaster. The Inquiries Centre actually screens all electronic messages sent to the Webmaster and directs the message to the Webmaster or other appropriate area within Elections Canada. The Inquiries Centre or Webmaster shall promptly report all threats or messages of a suspicious nature to the Departmental Security Officer.

3.11 RETURNING OFFICERS

Returning Officers are responsible for security matters relating to returning office personnel, information and facilities including implementing and enforcing security policy, procedures and standards developed for returning office information and facilities. In addition, they must promptly report suspicious or unusual activity to the local police and inform the Departmental Security Officer.

3.12 EMPLOYEES

H –H2

Individual employees also have a responsibility for the appropriate safeguarding of Elections Canada information and assets. They are responsible for becoming familiar with the Elections Canada Security Policy and applying these policies in their daily work routine. They must promptly report suspected or actual security violations/incidents and unusual or suspicious activity to their supervisor or manager. In addition, they must ensure documentation they create is properly classified and labeled with the appropriate security classification or designation and safeguard classified and sensitive information and assets at all times, including when handling, storing, transmitting or destroying these documents. Employees are required to scan all foreign electronic media for viruses, log off networks and systems before leaving workstations unattended for substantial periods of time and keep passwords and access codes private as well as backing up data not stored on the central file server (i.e. information stored on a workstation's 'C' drive) on diskettes.

3.13 CONSULTANTS AND CONTRACTORS

Consultants and contractors under contract with Elections Canada are bound by the security conditions outlined in contractual documentation. During the term of their contracts, consultants and contractors shall also abide by this Security Policy. Consultants or contractors are accountable to the Project Authority on all matters relating to security.

4 PHYSICAL SECURITY

Elections Canada shall implement physical security measures to protect employees, information and assets, as required by Government and Elections Canada Security Policy.

All Elections Canada facilities shall be divided into public, reception, operations, security or high security zones, as applicable, in order to facilitate protection of employees, sensitive information and assets.

4.1 PERSONNEL ACCESS – IDENTIFICATION AND AUTHORIZATION

All Elections Canada personnel shall be issued with an identification card. In addition, all personnel who require regular access to Elections Canada facilities shall be issued a card access badge that is programmed to allow entry to specific zones.

4.2 EXTERNAL PERIMETER

4.2.1 ENTRY POINTS

Elections Canada shall, as determined by site-specific threat and risk assessment, ensure control of entry to its facilities.

4.2.2 IDENTIFICATION CARDS

Elections Canada shall use an identification card specifically designed to identify personnel. All persons on Elections Canada premises shall wear the appropriate identification visibly at all times. Loss of an identification card shall immediately be reported to the Departmental Security Officer.

4.2.3 ELECTRONIC INTRUSION DETECTION AND MONITORING

As justified by a threat and risk assessment, electronic intrusion alarms or other means of monitoring shall be used as appropriate to monitor and detect unauthorized access. The Departmental Security Officer, in conjunction with senior management, shall determine the monitoring requirements for any new/additional facilities and/or changes to existing facilities.

4.2.4 VISITOR CONTROL

All visitors to Elections Canada premises shall be subject to controls. Visitors must be escorted during their stay on the premises unless other arrangements are made. Visitors shall wear approved identification. The Elections Canada host is accountable for the visitor and should ensure that all identification issued to the visitor is returned to security. Employees should advise visitors to report to the Elections Canada security guard or to the Elections Canada reception area upon arrival on the premises for registration.

4.3 SERVICE SPACES

Access to service spaces (e.g. telecom rooms) within Elections Canada facilities shall be limited to maintenance personnel, or other personnel authorized by the Departmental Security Officer in conjunction with the Assistant Director, Administration, and shall be secured at all times.

4.4 SECURE ROOMS AND SENSITIVE DISCUSSION AREAS

There are no sensitive discussion areas within Elections Canada facilities. Secure rooms shall be considered when justified by the volume of sensitive or valuable assets in one location. The Departmental Security Officer, in conjunction with senior management, shall approve any future requirements of this nature.

4.5 KEY, COMBINATION AND SECURITY CABINET CONTROL

Only approved hardware in this category shall be used to secure sensitive or valuable assets. Requests for keys, combinations or security cabinets shall be directed to the Departmental Security Officer.

5 PERSONNEL SECURITY

Elections Canada employees appointed to a position that requires a security clearance or reliability status, shall be security screened to the appropriate level **prior** to appointment. The Departmental Security Officer is responsible for the administration of the process and for providing advice to managers and staffing on the interpretation of the Government Security Policy and the Elections Canada Security Policy in this matter.

5.1 PERSONNEL SECURITY SCREENING

Elections Canada shall ensure personnel are security screened to the highest level of information and assets that they will have access to during the normal performance of their duties. Access to sensitive information and assets shall require a reliability check. Regular and consistent access to classified information requires a security clearance to the appropriate level. It is the responsibility of each Director with assistance from the Departmental Security Officer to determine the level of screening required.

5.1.1 OBTAINING CONSENT

Prior to initiating any reliability checks and security assessment, Managers and the Departmental Security Officer shall obtain consent from the individual concerned. Refusal to consent shall be assessed against the need for access to sensitive Elections Canada information and assets.

5.1.2 PROCESSING RELIABILITY CHECKS AND SECURITY CLEARANCES

The Departmental Security Officer shall have the responsibility to ensure reliability checks and/or security clearances are conducted on all personnel with access to Elections Canada information and assets. It is therefore imperative that all newly arriving personnel, as well as departing personnel, contact the Departmental Security Officer prior to arrival or departure. No person, regardless of status (full-time, part-time, contractor), shall be employed by Elections Canada without a valid reliability status and/or security clearance. The Departmental Security Officer shall also be responsible for maintaining a reliability status/security clearance record and monitoring the status of clearances approaching renewal.

5.1.3 GRANTING, DENYING OR REVOKING A RELIABILITY STATUS

The Elections Canada authority to grant or deny reliability status is delegated to the Departmental Security Officer in consultation with Human Resources and the respective Director. The Departmental Security Officer shall certify that the checks have been carried out and conduct a risk assessment if necessary. If a reliability status is denied, the individual must be briefed and given the reasons for the denial, unless the information is exempt under the

Privacy Act. The individual is also to be advised of the right to redress as contained in the Government Security Policy.

5.1.4 GRANTING, DENYING OR REVOKING A SECURITY CLEARANCE

The Elections Canada authority to grant a security clearance is delegated by the Chief Electoral Officer to the Departmental Security Officer. The Elections Canada authority for denial, revocation or suspension of a security clearance shall be Chief Electoral Officer only, in consultation with the Privy Council Office before recommending that the Governor in Council suspend or dismiss any person in the interest of national security, as provided for in Subsection 13(1) of the *Financial Administration Act*.

5.1.5 REVIEW AND REDRESS

Individuals must be informed in writing of their rights of access to review or redress mechanisms where a decision to deny or revoke reliability status or a security clearance has been reached. The Departmental Security Officer shall establish a process to administer such situations and provide advice and guidance to Elections Canada management.

5.2 NEED-TO-KNOW

A fundamental requirement of this security policy is to limit access to sensitive information and assets to those who require it to perform their duties (need-to-know principle). Directors, managers and supervisors shall apply the need-to-know principle and restrict access to information based on individual job requirements.

6 SECURITY OF RECORDED INFORMATION AND ASSETS

Information is an asset that, like other important business assets, has value to Elections Canada and consequently needs to be suitably protected. Information security protects information from a wide range of threats in order to ensure business continuity, minimize business damage resulting from compromise and maximizes confidence that Elections Canada gives the management of this asset its highest priority.

Elections Canada information and assets shall be classified or designated in accordance with the Elections Canada Classification and Designation Guide. The Assistant Director, Administration, is responsible for the development and maintenance of the Guide.

6.1 LABELING, STORAGE, HANDLING AND DESTRUCTION

It is the responsibility of all Elections Canada employees to label, store, handle and destroy sensitive information and assets. This responsibility rests primarily with the author or custodian or originator of the information or materiel assets. Where Elections Canada is not the originator, this responsibility lies primarily with the entity that created the document.

6.1.1 LABELING DOCUMENTATION

All classified or sensitive Elections Canada documents shall show the appropriate level of classification or designation. This includes covering or transmittal letters, forms or circulation slips and file folders. In addition, all materials used in preparing classified and designated information such as notes, drafts, and photocopies are to be marked accordingly. Unclassified information does **not** require marking.

6.1.2 LABELING ELECTRONIC STORAGE MEDIA

Elections Canada shall place the sensitivity level (classification or designation) on the media protective cover in plain language readable form. In addition, where feasible, similar markings shall be placed directly on the media, for example on the casing of cassettes. In addition, where feasible, storage media shall be electronically labeled in order that the classification/designation is automatically displayed when the media is electronically accessed.

6.1.3 APPROVED STORAGE CONTAINERS

Sensitive information and assets shall be stored in approved security containers. When different levels of sensitive information are stored together, storage shall comply with the standard for the most sensitive information involved. The Departmental Security Officer shall determine storage requirements outside a security, or high security zone, on a case-by-case basis.

6.1.4 TRANSMITTAL OF VALUABLE OR SENSITIVE INFORMATION AND ASSETS

Sensitive information shall be transmitted such that access to the sensitive information is controlled at all times. When planning a transmittal, the author or custodian of the information shall consider threats and risks associated with the transfer. Generally, details such as packaging, markings, transmittal and receipt documents, mode of transmittal (type of courier service or other surface mail service), security at the destination, volume, size, media (paper, diskettes, tapes, video, hard drives, encrypted files, password protected document, etc...) should be considered in the assessment.

6.1.5 DESTRUCTION OF CLASSIFIED/DESIGNATED MATERIAL

Approved methods to destroy classified or designated material including electronic storage and non-electronic information shall be used. The Departmental Security Officer and the Assistant Director, Administration can provide support and advice if necessary.

6.1.6 REUSE AND STORAGE OF ELECTRONIC STORAGE MEDIA

Electronic media can be reused only for the same level of sensitivity or above. Otherwise, the media should be destroyed or recycled appropriately. Storage of sensitive media or assets shall be in approved security containers located in a restricted zone. Containers may not be necessary when a restricted zone has been designed and constructed as an approved secure room.

6.2 EXTERNAL INFORMATION

The classification, designation and safeguarding of information and material received by Elections Canada from sources outside the federal government shall be in accordance with security requirements as contained in a Memorandum of Understanding or similar agreement between the outside source and the custodial organization within Elections Canada. In cases where a Memorandum of Understanding does not exist or is pending, the Elections Canada Security Policy shall apply.

6.3 THIRD PARTY ACCESS

The purpose of this Section is to maintain the security of Elections Canada information and assets accessed by third parties. Access to elections Canada's information processing facilities by third parties shall be controlled. When there is a business need for such access, a risk assessment shall be carried out to determine security implications and control requirements. Controls shall be agreed and defined in a contract, memorandum of understanding or non-disclosure agreement with the third party. Third party access may also involve other participants. Contracts confirming third party access should include allowance for designation of other eligible participants and conditions for their access.

7 RISK MANAGEMENT

The risk management process shall be used to confirm the minimum security standards appropriate for protecting information technology systems and data and for the protection of classified and designated information and assets. Risk management is the process of identifying the risks then implementing solutions to reduce, avoid, transfer or accept risk. The threat and risk assessment (TRA) process is a part of risk management and shall:

- Identify information and assets that require protection;
- Analyze and assess potential threats;
- Analyze the potential vulnerabilities;
- Analyze and assess risks; and
- Develop/implement mitigation plans and contingencies.

7.1 ACCEPTANCE OF RESIDUAL RISK

After threat and risk assessment recommendations have been implemented, managers accountable for the operational area concerned shall formally validate the residual risks if any.

8 BUSINESS CONTINUITY PLANNING (BCP)

In order to assure the continued delivery of services during events and non-events, Elections Canada is required to establish a business continuity planning (BCP) program. This program must provide for the continued availability of critical and essential services and assets, and other services when warranted by a threat and risk assessment. Business continuity plans are to be developed, implemented, tested and maintained.

8.1 GOVERNANCE STRUCTURE

8.1.1 ELECTIONS CANADA EXECUTIVE COMMITTEE

The Elections Canada Executive Committee, under the direction of the Chief Electoral Officer with the Senior Director of Election Financing and Corporate Services as champion, shall:

- Provide strategic direction;
- Approve relevant policies, procedures, recovery strategies, allocation of resources including those resources required during response and recovery;
- Review and approve critical services and maximum acceptable down-time;

8.1.2 ELECTIONS CANADA PLANNING COMMITTEE

The Elections Canada Planning Committee is subordinate to the Executive Committee on Business Continuity Planning. At the request of the Senior Director, Election Financing and Corporate Services, the Committee will review and recommend to the Executive Committee:

- Business continuity strategies consistent with Elections Canada's mandate;
- Policy-related issues for the approval of the Executive Committee;
- Business continuity plans that are developed in line with approved continuity strategies.

In addition, the Planning Committee will:

- Oversee testing and updating of plans and processes put in place;
- Ensure that the management of business continuity is incorporated in the Elections Canada processes and structure;
- Appoint a representative from each Directorate to the Business Continuity Planning Working Group to assume the Directorate responsibilities as described in 8.1.3.

8.1.3 BUSINESS CONTINUITY PLANNING WORKING GROUP

The Working Group, as the policy development group, is subordinate to the Elections Canada Planning Committee on Business Continuity Planning. Under the general direction of the Departmental Security Officer acting as the Elections Canada Business Continuity Coordinator, the Business Continuity Planning Working Group shall:

- Identify critical services and assess impacts;
- Identify threats and assess risks to these critical services;
- Recommend risk management strategies;
- Recommend approval of business continuity plans and oversee program implementation;
- Coordinate training and awareness activities;
- As the coordinating and support body during response and recovery activities, provide situation assessments and manage support/response efforts;
- Ensure communication and coordination with other Government Departments and Agencies.

8.1.4 BUSINESS CONTINUITY RESPONSE TEAMS

When established, each team shall be generally responsible for the implementation of business continuity policy and procedures as directed by the Business Continuity Working Group. Response Team members shall be identified for each mission critical service and shall:

- Develop recovery measures;
- Draft recovery plans;
- Make alternate arrangements for the continuity of mission critical services;
- Review, test and update recovery plans;
- Implement business recovery plans during a business interruption.
- Participate in awareness and education activities.

9 SECURITY READINESS LEVELS

9.1 INTRODUCTION AND RESPONSIBILITIES

National and international events may require the implementation of enhanced security readiness levels beyond the minimum levels set out in the Government Security Policy and Occupational Health and Safety Policies. When it is in the interest of national security, the Privy Council Office will direct departments and agencies, through the Departmental Security Officer, to implement appropriate security readiness levels, along with appropriate communications strategies and other requirements. The Office of Critical Infrastructure and Emergency Preparedness is responsible for disseminating the Privy Council decisions, specifying the requirements for Departmental Security Officers to implement a higher readiness level. The Treasury Board Secretariat is responsible for coordinating security communications and for providing security advice and guidance to departments and agencies. This notification system excludes cyber alerts.

9.2 SECURITY READINESS LEVELS

There are four levels of readiness:

Level 1 – Security Readiness Level 1 is baseline (minimum) security and applies to the normal state of vigilance in most government facilities.

Level 2 – Security Readiness Level 2 applies when there exists an increased threat to Government of Canada personnel, assets and delivery of critical services and warrants enhanced vigilance. Depending on the nature of the threat, the measures in this readiness level could be maintained for extended periods.

Level 3 – Security Readiness Level 3 applies when there is a higher and more predictable threat that warrants higher vigilance. The implementation of this level for more than a short period will affect service delivery. Normally, this level will be maintained for a specific period of time and apply to a particular department or agency, facility, group of facilities, or a geographic area.

Level 4 – Security Readiness Level 4 is the highest security level and applies in an immediate area where an attack has taken place or when intelligence has been received that action against a specific location or person is likely. This level will be maintained for very limited periods of time at a specific location or group of locations.

9.3 GOVERNANCE STRUCTURE

When informed of a change in Readiness Levels, the Departmental Security Officer will immediately relay the information and proposed responses to the Senior Director, Election Financing and Corporate Services for approval by the Chief Electoral Officer. The Departmental Security Officer will implement and communicate the decision(s) as directed.

9.4 REPORTING REQUIREMENTS

H –H2

The Chief Electoral Officer may activate a higher or lower security readiness level than the one decreed by the Privy Council Office based on a threat assessment uniquely applicable to Elections Canada. When such is the case, the Departmental Security will immediately advise the Director, Privy Council Office Security Operations.

Subject to Chief Electoral Officer approval, the Departmental Security Officer will report suspected acts of terrorism to local police and to the Royal Canadian Mounted Police National Operations Centre.

10 SECURITY BREACHES AND VIOLATIONS

10.1 SCOPE

Managers are required to promptly report all security incidents (including breaches and violations) to the Departmental Security Officer. The Departmental Security Officer shall conduct administrative investigations of security incidents, breaches and violations with the assistance of the Information Technology Security Coordinator if required. The Departmental Security Officer shall obtain the assistance of internal (such as the Assistant Director, Administration for incidents related to fire safety or accommodations) or other external resources as necessary. Investigations shall be conducted in consideration of the Treasury Board Policy on Suspected cases of fraud, loss of money or illegal acts against the Crown. Formal investigation reports shall be submitted to the Chief Electoral Officer. Chief Electoral Officer approval or concurrence shall be obtained before any incident is reported to a law enforcement organization.

10.2 INSPECTIONS

The Departmental Security Officer with the assistance of the Information Technology Security Coordinator or others as appropriate shall conduct inspections to verify personnel and physical security, confirm workstation and server hardware and software configurations, audit appropriate use of resources and test security systems. Reports and recommendations to correct deficiencies shall be provided to the responsible Director and Manager.

10.3 INVESTIGATIONS

The Departmental Security Officer and Information Technology Security Coordinator (if necessary) shall investigate all reported or suspected security incidents, breaches, violations or activity contrary to this policy. Inspections shall become investigations whenever it is suspected that a security breach has occurred or there are reasonable grounds to suspect criminal activity. The Departmental Security Officer shall consult Legal Services for an opinion on the seriousness of the incident before taking further action. The Departmental Security Officer shall obtain approval from the Chief Electoral Officer, through the Senior Director, Election Financing and Corporate Services, prior to requesting law enforcement assistance in the case of an illegal act against the Crown.

11 CONTRACT SECURITY MANAGEMENT

11.1 OVERVIEW

As a contracting authority, Elections Canada shall protect sensitive information and assets according to the Government and Elections Canada Security Policies and contract security procedures. This responsibility applies to all phases of the contracting process, including bidding, negotiating, awarding, performance and termination of contracts. In addition, when a contract is within (or outside) the delegated contracting responsibilities, the Project Authority shall identify the sensitive information and assets requiring safeguards. The Departmental Security Officer shall support the Project Authority throughout the contracting process.

11.2 SECURITY REQUIREMENTS CHECKLIST (SRCL)

The Project Authority shall complete a Security Requirements Check List for all Elections Canada contracts, regardless of who is the Contracting Authority. A completed Security Requirements Check List form shall accompany all related contractual documents, including sub-contracts. The Departmental Security Officer and Information Technology Security Coordinator, as appropriate, shall review all completed Security Requirements Check List forms and provide advice on its completion.

11.3 CONFIDENTIALITY OR NON-DISCLOSURE AGREEMENTS

Confidentiality or non-disclosure agreements are used to give notice that information is designated or classified. Consultants, contractors and third party users not already covered by an existing contract (containing the confidentiality agreement) should be required to sign a confidentiality agreement (non-disclosure) prior to being given access to sensitive Elections Canada information or assets.

12 TRAINING AND AWARENESS

The Departmental Security Officer and Information Technology Security Coordinator shall coordinate and implement tailored training programs on all components of security. Directors and managers shall contribute to the content of this program by identifying their specific security training needs.

13 INFORMATION TECHNOLOGY SECURITY

13.1 INTRODUCTION

Information technology security (ITS) is aimed at safeguarding electronic assets in the form of software, hardware, information and data. Elections Canada shall **not** transmit classified information electronically. Only information up to and including Protected “B” shall be transmitted electronically unless recommended otherwise (usually after a threat and risk assessment). Information Technology Security includes:

- Computer security
- Communications security
- Network security
- Transmission security; and
- Emanations security

This policy addresses Computer Security, Communications Security and Network Security. Transmission security and emanations security apply to electronic transmission of classified information. The latter two are not specifically addressed within this document because they are only applicable in an environment where classified information is transmitted electronically.

13.2 SCOPE

This section applies to information technology security issues relative to Elections Canada Headquarters and remote Headquarters offices (i.e. 440 Coventry Road), Returning Officer Offices and residences, employee residences where Elections Canada has authorized the use of computers and where office computers are used in transit.

13.3 COMPUTER SECURITY

13.3.1.1 GENERAL

Computer Security refers to those safeguarding techniques applied to protect the information and supporting platforms of an information technology system from unauthorized disclosure, access or use. The Information Technology Security Coordinator, in conjunction with program managers, application owners, and operating system owners shall be responsible for all aspects of computer security. This includes ensuring the provision of computer security, including management, operational and technical safeguards are set at an appropriate level. While application owners are easily identifiable, this is not necessarily the case with operating systems therefore, for purposes of this policy, the Director of Information Technology shall be responsible for the security of all operating systems.

The Information Technology Security Coordinator shall also be responsible for ensuring that only authorized software and hardware are used for the processing of classified and designated information. In addition each manager shall be responsible for classifying and handling information in accordance with the principles outlined in Chapter 6.

13.3.1.2 LOGICAL ACCESS CONTROL

Logical Access Controls shall be specified and provided for all Elections Canada objects and files. This access shall be defined and controlled by System Administrators in conjunction with the Information Technology Security Coordinator and relevant management authority however, all shall have the capability to deny access to users deemed unauthorized.

All Elections Canada staff shall be responsible for the reasonable application of access control to their desktop. This shall be provided by ensuring that, while not in use, workstation access is prohibited.

13.3.1.3 IDENTIFICATION AND AUTHENTICATION

Elections Canada shall require that access to all Server-based applications (including the network) from inside the Elections Canada physical boundaries are based upon a successful Identification and Authentication process.

13.3.1.4 ASSURANCE/ACCOUNTABILITY

To maintain operational assurance and accountability, system audits and monitoring shall be conducted on a regular basis. The Information Technology Security Coordinator shall ensure coordination of these audits and shall report to Senior Management and the Departmental Security Officer on the security posture of the Elections Canada systems.

13.3.1.5 AUDITING AND MONITORING

Auditing and monitoring shall be performed for official Elections Canada purposes only. Auditing and monitoring shall not be conducted without the express permission of the Chief Electoral Officer.

13.3.1.6 AUDITING

The Information Technology Security Coordinator, in conjunction with the Departmental Security Officer, shall review user accounts on all Elections Canada information technology systems/applications on a regular basis.

13.3.1.7 MONITORING

Elections Canada shall maintain system and application audit records. The Information Technology Security Coordinator and the Departmental Security Officer shall establish the parameters for such monitoring activity for approval by Senior Management.

13.3.1.8 DATA AND DATABASE ADMINISTRATION

H –H2

Elections Canada shall conduct data and data base administration in accordance with accepted practices. The Information Technology Security Coordinator shall oversee this responsibility .

13.3.1.9 APPLICATION SOFTWARE

Elections Canada shall manage access to application software in accordance with accepted practices and standards. The Information Technology Security Coordinator shall ensure that this practice is incorporated within information technology practices and procedures.

13.3.1.10 LOANS

Director approval is required before computer equipment such as portable computers, desktop computers and cellular telephones, may be loaned to authorized personnel . In all cases the appropriate administrative office shall maintain a record of the loan.

13.3.1.11 VIRUS PROTECTION

Viruses are becoming more malicious and disruptive in information technology systems and have the capability to compromise systems for extended periods, often without the knowledge of the compromised organizations. The Information Technology Security Coordinator shall ensure that measures are taken to mitigate the probability of a virus contamination within the Elections Canada Infrastructure.

All Elections Canada employees shall immediately report real or suspected virus infections to the information technology Help Desk. The information technology Help Desk shall take appropriate action to deal with the virus and report the incident to the Information Technology Security Coordinator .

It is the responsibility of all Elections Canada employees to ensure that viruses do not contaminate Elections Canada systems by using available virus scanning software.

13.4 COMMUNICATIONS SECURITY

13.4.1 TELEPHONES

All telephone installations co-located with classified and or protected networks and/or workstations shall be reported to the Departmental Security Officer for special installation considerations. In addition, telephone conversations on a subject classified Confidential or higher shall be conducted on a secure telephone only. The Departmental Security Officer shall make available such telephone equipment either centrally or locally.

13.4.2 CELLULAR TELEPHONES

Discussions of a sensitive nature will not be conducted on cellular telephones.

13.4.3 FAXES

Classified information shall not be transmitted by FAX. The Departmental Security Officer will provide central secure faxing services where necessary. Transmission of other sensitive information (Protected B information for example) shall only be sent after other safer means of transmission have been considered and as prescribed following a threat and risk assessment.

13.5 NETWORK SECURITY

Elections Canada shall ensure security safeguards are implemented to protect network assets including sensitive information residing on its networks (includes Local Area Networks). Because of the inherent higher risks of remote access to the Elections Canada network, all requests shall be subject to a security review by the Information Technology Security Coordinator prior to approval.

13.6 ACCEPTABLE USE POLICY

Election Canada employees shall conform to the Acceptable Use Policy. The Information Technology Directorate is responsible for the administration of this Policy. A copy of this Policy is available from the Information Technology Security Coordinator. The Information Technology Security Coordinator and Departmental Security Officer shall participate in its development and maintenance. The Information Technology Security Coordinator and the Departmental Security Officer shall coordinate all investigations of violations to this Policy.

13.7 LIFE CYCLE CONTROL

Elections Canada shall implement and maintain an effective information technology security program over the information technology system life cycle as detailed below:

- **Planning** - Operational requirements shall include the relevant information technology security requirements;
- **Development/Acquisition** – information technology security shall be an integral part of system design, development, testing and acquisition and shall be based on a threat and risk assessment;
- **Implementation** – information technology security shall be an integral part of information technology systems development/implementation and shall include testing of all system security features. In addition, all information technology systems shall be certified and accredited prior to being authorized for operational use;
- **Operation/Maintenance** – information technology security shall be an integral part of the operation and maintenance phase for all information technology systems and shall include regular inspection, monitoring and testing of information technology security features. Major system upgrades and modifications shall require a system to be re-accredited and re-certified. The Information Technology Security Coordinator, in conjunction with the Departmental Security Officer and system owner, shall determine what constitutes a major upgrade or modification; and
- **Disposal** – information technology security shall be an integral consideration for disposal of all information technology systems.

13.7.1 INFORMATION TECHNOLOGY SYSTEMS UNDER LIFE CYCLE CONTROL

All new information technology systems and applications shall be placed under life cycle control in accordance with this policy. In addition, all information technology systems and applications existing prior to the approval of this policy shall be considered to be under life cycle control and the software and associated data shall be classified or designated in accordance with paragraph 6.

13.8 CONFIGURATION MANAGEMENT

The Director of information technology shall develop, implement and maintain a Configuration Management Plan. The Director of information technology, in conjunction with the Information Technology Security Coordinator and Departmental Security Officer, shall also develop, implement and maintain a set of configuration control procedures to support the Configuration Management Plan.

13.9 CERTIFICATION AND ACCREDITATION

13.9.1 CERTIFICATION

Within Elections Canada, Certification is defined as the comprehensive evaluation of the technical and non-technical security features of an information technology system and other safeguards, made in support of the accreditation process. It establishes the extent to which a particular design and implementation meet a specified set of security requirements. The certification process shall ensure that the system or subsystem is fully performing the security checks as demonstrated in any provided documentation, without variation.

Testing shall ensure there is no apparent means whereby an unauthorized user can bypass any protection feature and gain access to the system/subsystem.

Certification shall be the process whereby appropriate testing is conducted to verify compliance with the security requirements stated herein and any related specified guidelines. It shall be the responsibility of the Information Technology Security Coordinator, in consultation with the Departmental Security Officer, to ensure that all hardware, software and communications systems are certified to the appropriate level prior to being authorized for operation.

13.9.2 ACCREDITATION

Accreditation shall be the official management acceptance of residual risk as identified in a threat and risk assessment. Accreditation shall apply to the Elections Canada Infrastructure as well as for each individual system thereof. Accreditation shall only occur upon completion of a threat and risk assessment that clearly identifies the residual risk that remains after successful certification. Ensuring systems are accredited is the responsibility of the Information Technology Security Coordinator; however, only the Chief Electoral Officer has the authority to “accredit” any component of the Elections Canada information technology Infrastructure.

13.10 ACCESS TO COMPUTER ROOMS

In addition to regular physical access control to Elections Canada facilities, additional measures shall be implemented to control access to computer (server) rooms. The Departmental Security Officer shall provide input to these additional measures. Also refer to article 4.2 – Service Spaces.

ANNEX A – LEGISLATION/ACTS

1. CANADA ELECTIONS ACT

The *Canada Elections Act* is applicable in that it contains provisions intended to protect, for example, personal information on electors maintained in the Register of Electors, electors' lists, or in other election documents. Other provisions may also have an incidence on security.

2. PRIVACY ACT

The *Privacy Act* is applicable in that a decision to deny access to a record, or any part of it, must be based solely on the exemption provisions of the *Privacy Act* as they apply at the time the request is made. The decision to access or deny access is not based on a security classification or designation, however recently it may have been assigned.

3. PUBLIC SERVICE EMPLOYMENT ACT

The *Public Service Employment Act* is applicable in that the Public Service Commission must report to Treasury Board regularly on the personnel security aspects of staffing audits of appointments made under this act.

4. PUBLIC SERVICE STAFF RELATIONS ACT

The *Public Service Staff Relations Act* is applicable in that it applies to all departments listed in Schedule I, Parts I and II are subject to the Government Security Policy. The Office of the Chief Electoral Officer is listed in Schedule I, Part I.

5. SECURITY OF INFORMATION ACT

Employees of the Elections Canada are subject to the provisions of the *Security of Information Act*.

6. FINANCIAL ADMINISTRATION ACT

The *Financial Administration Act* is applicable in that the authority for the Government of Canada security policy derives from a government decision and section 7 of the *Financial Administration Act*.



ELECTIONS CANADA
Information Technology
Infrastructure
Acceptable Use Policy
Version 1.4.1



Statement of Trademark Recognition

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Document Authorities

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Senior General Counsel and Senior Director

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and Administration

Departmental Security Officer

Table of Contents

1	EXECUTIVE SUMMARY	5
2	SCOPE AND APPLICATION	6
3	POLICY STATEMENTS	7
3.1	GUIDING SECURITY PRINCIPLES.....	7
3.2	INFRASTRUCTURE ACCESS GUIDELINES	7
3.3	UNLAWFUL AND UNACCEPTABLE ACTIVITIES.....	8
3.4	POLICY EXCEPTIONS	9
4	ENSURING COMPLIANCE.....	10
4.1	MONITORING AND LOGGING	10
4.2	AUTHORIZED USER COMPLIANCE	10
4.3	NON-COMPLIANCE	11
4.4	RELEVANT LEGISLATION	11
5	SUMMARY OF ROLES AND RESPONSIBILITIES.....	12
	APPENDIX A – COMMON INTERNET TECHNOLOGIES.....	14
	APPENDIX B – INTERNET TERMS GLOSSARY	16

1 Executive Summary

The Elections Canada information technology (IT) infrastructure was conceived and designed to serve and enhance the productivity of authorized users, Canadians and Elections Canada. This *Acceptable Use Policy* (AUP) is referenced in the Elections Canada Security Policy because it outlines the principles and guidelines that protect the functionality, performance, security and integrity of the Elections Canada IT infrastructure. It also identifies acceptable, appropriate and legal uses of the environment. For the purposes of this policy, the term “IT infrastructure” includes all elements of the computing environment, including the “Internet”. The term “authorized user” includes all employees, consultants and any other parties working on behalf of Elections Canada, who at a minimum, have Enhanced Reliability security clearance and have signed either the *Oath of Secrecy* or the *Elections Canada Non-Disclosure Agreement*, as applicable.

It is Elections Canada policy that electronic business transactions be properly authenticated, authorized and safeguarded against loss, alteration, duplication, substitution or destruction. Elections Canada authorized users may use the IT infrastructure in a responsible, appropriate, legal and informed manner. This policy requires that authorized users uphold a basic understanding of information security, network etiquette (Netiquette), customs and common courtesies to assure the confidentiality and integrity of information and processes, the continued availability of information systems and services as well as the protection of staff and assets. This policy supersedes any other IT infrastructure AUP policies that may exist.

Elections Canada complies with all requirements of the Treasury Board Secretariat's *Government Security Policy* (GSP),¹ *Policy on the Use of Electronic Networks*,² *Government of Canada Internet Guide*³ and other related standards.

¹ http://www.tbs-sct.gc.ca/pubs_pol/gospubs/TBM_12A/gsp-psg_e.asp

² http://www.tbs-sct.gc.ca/pubs_pol/ciopubs/TB_CP/uen_e.asp

³ http://www.tbs-sct.gc.ca/ig-gi/index_e.asp

2 Scope and Application

This policy took effect on **October 23, 2007**, and applies to all authorized users, advisors and agents of Elections Canada (“authorized users”) who may require the use of or obtain access to the IT infrastructure in any fashion and from any location. The IT infrastructure refers to all aspects of the Elections Canada environment, whether physical, electronic or data, including but not limited to:

- Infrastructure access lines and networks
- Routers, hubs, servers, desktop/laptop machines
- Web sites, databases, operating systems
- Proprietary scripts, programs, applications
- Documentation and any information assets

Authorized users are expected to use the IT infrastructure:

- To conduct the business of government
- To communicate with other public servants and with the public
- To gather information relevant to their duties
- To develop expertise in the effective and efficient use of electronic information

In particular, authorized users are encouraged to use the Elections Canada IT infrastructure:

- To further Elections Canada’s mission and mandate in a cost-effective manner
- To provide service of the highest quality to clients
- To promote innovation to enhance service delivery

This policy applies to all infrastructure access, including that which is achieved through, or using hardware, software and facilities owned or under the custody of Elections Canada.

From time to time, this *Acceptable Use Policy* will be updated. The Information Technology Directorate will provide notification of changes through appropriate information dissemination practices. Your continued use of the Elections Canada infrastructure shall indicate your agreement to all such changes.

3 Policy Statements

3.1 Guiding Security Principles

Authorized users have an obligation to use their access to the Elections Canada infrastructure in a responsible and informed manner, and to become familiar with network etiquette, customs and courtesies. Background Internet security policy information is available in the Treasury Board Secretariat's *Internet Guide*⁴ or by contacting the Elections Canada IT Security Coordinator (ITSC), Departmental Security Officer (DSO) or Help Desk.

Classified, sensitive and private information must not be sent over the Internet without appropriate security and privacy controls. The Internet is not a secure network and anything sent or received over the Internet can be intercepted, modified or redistributed if not properly secured. Common Internet technologies, tools and protocols are identified and explained in Appendix A⁵ and common Internet terms are listed in Appendix B.⁶

Authorized users are responsible for complying with all security guidelines, principles and policies, as set out by Elections Canada. The IT infrastructure is provided as a working tool and access to it may be limited or discontinued completely if the terms of this policy are not adhered to.

The laws of Canada, its provinces and territories, including the *Criminal Code*, apply to the use of the Internet by Canadians within Canada. This policy reminds authorized users that they are subject to the laws of Canada, its provinces and territories, as well as applicable policies of the Government of Canada and Elections Canada.

3.2 Infrastructure Access Guidelines

While authorized users are encouraged to make use of their electronic toolset, all IT infrastructure activity is expected to be appropriate for an employee of the Government of Canada and Elections Canada. If there is doubt in the mind of the user as to the appropriateness of a given activity, advice should be sought from management, the DSO or the ITSC.

The following examples illustrate appropriate use of the IT infrastructure.

Business Use

- Accessing internal or external databases and files to obtain reference information or conduct research
- Corresponding with the agency's partners and clients
- Disseminating authorized documents to individuals or groups
- Participating in and reading electronic mail discussion groups on job-related topics

⁴ http://www.tbs-sct.gc.ca/ig-gi/index_e.asp

⁵ Appendix A – Common Internet Technologies

⁶ Appendix B – Internet Terms Glossary

Professional Activities and Career Development

- Communicating with fellow members of committees in professional organizations;
- Collaborating on research studies and articles;
- Connecting to resources that provide information relating to career and continuous learning opportunities
- Participating in and reading electronic discussion groups on professional or future career development topics

Personal Use

With Elections Canada directorate approval, and subject to any technical direction provided by the Information Technology Directorate, authorized users may make responsible use of the IT infrastructure on personal time. When personal use of the Elections Canada IT infrastructure is approved, authorized users are prohibited from conducting any unlawful or unacceptable activities as denoted in section 3.3 below. In addition, authorized users may not install personal software or other business software that is not sanctioned by IT on their computers without written authorization from the Information Technology Directorate.

3.3 Unlawful and Unacceptable Activities

“Unlawful activities” means any actions contrary to or in defiance of the law. An extensive, non-exhaustive list of unlawful behaviour examples is provided in the Treasury Board Secretariat’s *Policy on the Use of Electronic Networks*⁷ and is not reproduced here. Unlawful activity is not permitted. Authorized users should be aware that the storage, distribution or transmission of illegal materials may lead to investigation and possible prosecution by the appropriate authorities.

Unacceptable activity is not necessarily unlawful, however, it violates Treasury Board of Canada or Elections Canada policies and is therefore not permitted. An extensive, non-exhaustive list of unacceptable behaviour examples is provided in the Treasury Board Secretariat’s *Policy on the Use of Electronic Networks* and is not reproduced here.

Authorized users should refer to the *Policy on the Use of Electronic Networks* for a better understanding of what constitutes an unlawful or unacceptable action. The following provides only an overview of certain activities. Elections Canada does not permit use of its IT infrastructure (including Internet) resources for the activities described below:

- Authorized users must not use the IT infrastructure for the storage and/or transmission of illegal material. Such materials include but are not limited to documents that incite hatred against identifiable groups, and documents whose main focus is pornography, nudity and sexual acts.
- Authorized users must not use the IT infrastructure in any manner that infringes the intellectual property rights or other proprietary rights of any third party including, without limitation, material protected by copyright, trademark, patent, trade secret, or other intellectual property right used without proper authorization.

⁷ http://www.tbs-sct.gc.ca/pubs_pol/ciopubs/TB_CP/uen_e.asp

- Authorized users must not gain or attempt to gain unauthorized access to any computer systems for any purpose. In addition to being a breach of this AUP, such action may lead to criminal prosecution by the appropriate authorities.
- Authorized users must not send data using forged addresses or data which are deliberately designed to adversely affect remote machines including, but not limited to, denial of service, ping storm, viruses, Trojan horses, worms, time bombs, cancelbots or any other computer programming routines that may damage, interfere with, surreptitiously intercept or expropriate any system, program, data or personal information.
- Authorized users are prohibited from running “port scanning” or other software intended to probe, scan, test the vulnerability of or access remote systems or networks except in circumstances where express permission has been granted by the DSO or ITSC.
- Authorized users may not divulge their access passwords to third parties⁸ and should take all reasonable steps to ensure that such information remains confidential. Users will not use or permit anyone to use the infrastructure to guess passwords or access other systems or networks.
- Authorized users may not spam or distribute chain letter type e-mails to or from Elections Canada. If these types of e-mails are received they should be deleted; if in doubt, contact the Help Desk for assistance.
- Authorized users may not download and install software programs from the Internet on their work computer without prior authorization from their supervisor and the IT Directorate.
- Authorized users must ensure that others do not think that statements they express in personal messages are related to their employment duties or approved by Elections Canada.
- Authorized users may not connect non-Elections Canada sanctioned computing equipment to the IT infrastructure without prior authorization from the IT Directorate. All connected computing equipment must have authorized, current and updated virus-scanning software installed and must include access password protection.

Elections Canada requires authorized users to consult with their supervisor, the DSO or the ITSC for guidance when they are in doubt about the legality or acceptability of their activities or intended activities.

3.4 Policy Exceptions

The approval of any exception to this policy is in Elections Canada’s sole control and discretion. Exceptions will only be granted to authorized users if such requests are made by the user to the DSO or ITSC in advance of the event. Approval of an exception will be given in writing only, and is limited to a single event unless otherwise explicitly specified by the DSO or ITSC.

⁸ A “third party” is any person not authorized to use that password. This may include, but is not limited to, co-workers, Help Desk staff, managers, contractors and visitors.

4 Ensuring Compliance

4.1 *Monitoring and Logging*

Elections Canada has the right to monitor the use of the IT infrastructure, including employee files, e-mails, Internet use logs, and other records of employee use of electronic networks. Authorized users should be aware that all user activity is being captured and logged or saved for the purposes of electronic traffic analysis and user transaction auditing. This monitoring is done for operational reasons, to isolate and resolve problems, and to assess compliance with this policy. In addition, Elections Canada may conduct periodic and random checks of the network for specific operational purposes. Monitoring will only be undertaken for work-related purposes.

To this end, the ITSC and members of the Information Technology Directorate as designated by the Senior Director, may periodically and randomly select a number of access records from system activity logs or the like, for the purpose of analysis. Should this random selection reasonably suggest that an authorized user is misusing the IT infrastructure, the ITSC will contact the authorized user's manager and arrange for an audit of Internet and/or infrastructure use.

Additionally, should a manager have reasonable grounds to believe that access privileges and this policy are being abused, a personal audit of any individual's Internet and/or IT infrastructure activity may be initiated and undertaken.

The ITSC and/or DSO will perform any audits undertaken in accordance with this policy. In the course of an investigation, if it is necessary for the investigation, the ITSC or DSO may read the contents of e-mail messages or files of the authorized user being investigated.

Where corrective action may be required, consultation will involve the authorized user's manager, appropriate officials from the Information Technology Directorate, Human Resources, the DSO and Legal Services, as applicable.

Where evidence of possible illegal activity is discovered, law enforcement agencies will be contacted as appropriate.

Elections Canada may also access employee files, e-mails, Internet use logs, and other records of employee use of electronic networks, in order to comply with an investigation or request in accordance with the laws of Canada or its provinces and territories.

The Elections Canada Executive Committee (EXCOM) will be informed periodically as to the nature and results of all such monitoring.

4.2 *Authorized User Compliance*

Authorized users will acknowledge their understanding and acceptance of this policy through periodic system log-in banners and/or "pop-up dialogue boxes" that may appear on their computer screen.

4.3 Non-Compliance

Non-compliance with this policy will be treated as a serious matter, and could lead to revocation of access, suspension and/or disciplinary action, up to and including termination of employment with Elections Canada.

Note that Elections Canada is required to report suspected illegal activity to the appropriate law enforcement authorities, under the following policies and guidelines:

- Article 10.15 of the *Government Security Policy*, "Investigation of Security Incidents"⁹
- *Policy on Losses of Money and Offences and Other Illegal Acts Against the Crown*¹⁰
- *Financial Administration Act*

4.4 Relevant Legislation

The following list identifies authoritative legislation sources: the *Financial Administration Act*, the *Privacy Act*, the *Canadian Charter of Rights and Freedoms*, the *National Archives of Canada Act*, the *Official Secrets Act*, the *Criminal Code*, the *Export and Import Permits Act*, the *Crown Liability and Proceedings Act*, the *Copyright Act*, the *Trade-marks Act*, the *Patent Act*, and the *Canadian Human Rights Act*.

⁹ http://www.tbs-sct.gc.ca/pubs_pol/gospubs/TBM_12A/gsp-psg1_e.asp#req

¹⁰ http://www.tbs-sct.gc.ca/pubs_pol/dcgpubs/tbm_142/4-7-1_e.asp

5 Summary of Roles and Responsibilities

Authorized Users

It is the responsibility of each authorized user to ensure that the Elections Canada IT infrastructure is used in a manner consistent with this *Acceptable Use Policy*. For the purposes of this policy, an authorized user is defined as:

- a. All term, casual or indeterminate employees of Elections Canada
- b. Returning officers and field liaison officers
- c. Contractors
- d. Any person carrying out work under the *Canada Elections Act* and the *Referendum Act* (including election officers)

to whom Elections Canada provides access to Information Technology.

Examples of responsibilities of authorized users include:

- Taking responsibility for all activities conducted under the user identification or computer account and password. This includes being responsible for any invoices received as a result of personal use or unauthorized work-related use of electronic networks.
- Following whatever guidance Elections Canada provides in organizing and identifying electronic files, and contributing to the security of computer networks and electronic information.
- Writing communications in a professional way so as to prevent the use of electronic networks from reflecting poorly on Elections Canada. This includes refraining from using objectionable language in all communications.
- Taking reasonable steps to ensure communications about policies, programs and services are stated accurately and understandably.
- Complying with Elections Canada policies, guidelines and directives on communication.
- Asking management, the Elections Canada ITSC or the DSO when in doubt as to whether an anticipated activity is unlawful or unacceptable within the terms of this policy or governing policies from the Treasury Board Secretariat or Government of Canada.

Agency Management

Managers will make every reasonable effort to ensure that authorized users are made aware of, and comply with, this policy. Managers are also responsible for meeting any training needs for any users in their areas of responsibility.

Information Technology Directorate

The Senior Director of Information Technology is responsible for all policies and procedures related to Information Technology activities and will delegate specific investigation responsibility to technical staff as required. The Senior Director will periodically inform EXCOM as to the nature of the monitoring program and the results achieved. The Information Technology Directorate may also implement system log-in banners and/or “pop-up dialogue boxes” for users, to publicize AUP updates and obtain user acceptance.

Network and System Administrators

Network and system administrator privileges on Elections Canada resources confer substantial authority as well as responsibility to all other connected systems and networks. When required, the administrator may be authorized by the Senior Director of IT, ITSC or DSO to assist with operational and/or misuse investigations in order to neutralize and resolve issues.

Departmental Security Officer (DSO)

The DSO is ultimately responsible for investigations, conducting security reviews, handling liaison with appropriate authorities, and collecting information on security incidents and any central reporting.

Information Technology Security Coordinator (ITSC)

The ITSC is responsible for the maintenance and compliance of this policy, and for all security aspects of the IT infrastructure. Under the general direction of the DSO, and with approval of the Senior Director of Information Technology, the ITSC will participate in IT security investigations, analyze activity logs, analyze the contents of user files and e-mails, and identify possible infringements of this policy to the appropriate authorities and to Elections Canada management.

Appendix A – Common Internet Technologies

Use of the Internet encompasses many different interconnected networks and computer systems. Each system has its own rules and limits, and users of these systems have an obligation to learn and abide by the rules. Elections Canada reserves the right to capture and monitor Internet activity, authorized user transaction log files and/or cache contents as required.

Following is a partial list of Internet tools and guidelines specifically relevant to the most common Internet tools used at Elections Canada.

Internet Browsing and E-mail

- Take advantage of time zones (i.e. if the desired document(s) are on a server in western Canada, retrieve them in the morning instead of the afternoon).
- Don't read multi-page documents on-line. If the document is more than a few pages long, download the file and read it later.
- Be selective. Try to get the best quality in the information you retrieve rather than going for the greatest quantity.
- Work efficiently. Work on other tasks while waiting for responses from the Internet.
- Communicate with your colleagues. Make sure you are not all downloading and reading the same items.
- Be an efficient user. Add your favourite sites to your Bookmarks or Favorites lists, so you can get there faster the next time.
- Be aware that electronic mail is not private communication, because others may be able to intercept, read or access mail. Electronic mail may best be regarded as a postcard rather than a sealed letter. E-mail addresses often have the agency address attached to them, thus the contents of the message reflect directly on Elections Canada.
- Chatty, informal and opinionated tone of correspondence often found on the Internet is not normally appropriate to the conduct of government business.
- Be cognizant when replying to "All" in an e-mail; perhaps your comments are directed at the sender only and not everyone on the distribution list.
- All downloaded files must be scanned for viruses. Do not use infected files.

Electronic Discussion Groups

Employees who participate in electronic discussion groups (listservs, Usenet newsgroups, etc.) must abide by the rules and etiquette of those groups. Just as different groups of people vary in their expectations, the rules and etiquette may vary among discussion groups.

- Use capitalization sparingly. Capitalizing long portions of a communication is called "SHOUTING" and is considered rude. An * (asterisk) or underline can be used to make a stronger point.
- Use discretion when sending long documents. It is preferable to reference the source of a document and provide instructions on how to obtain a copy.
- Do not forward personal e-mail messages without the original author's permission.

TELNET (using Remote Computers) and Internet

- When using TELNET or the Internet to access remote computer systems, you should remember that you are a guest on another institution's machine.
- Log off a remote computer system when finished. Maintaining a connection that is not actively being used may prevent others from connecting to that system.
- Passwords used to sign on the various Internet sites may be intercepted anywhere along the network. You should not use the same passwords on the Internet as you do for signing on locally or remotely to your Elections Canada systems.
- Be aware of time and resource limitations of remote systems.

File Transfer Protocol (FTP)

- As with TELNET and Internet, you are a guest on other systems.
- Log in as anonymous and respond to the PASSWORD prompts with your electronic mail address, unless the system specifies otherwise.
- Avoid transferring files during peak business hours for the remote system, whenever possible.
- All transferred files must be scanned for viruses. Do not use infected files.
- Be aware of time and resource limitations of remote systems.

Appendix B – Internet Terms Glossary

This glossary contains short definitions of key Internet words, phrases, abbreviations and acronyms.

Domain Name System (DNS)

A system whose principal function is to locate host Internet Protocol (IP) addresses based on host names. It consists of a hierarchical sequence of names (from the most specific to the most general) separated by dots (e.g. psc-cfp.gc.ca).

Download

The electronic transfer of information from one computer to another, generally from a larger computer to a smaller one.

E-mail (electronic mail)

A system that allows network users or groups of users to exchange messages. The term also refers to the messages themselves.

Encryption

The transformation of readable data into an unreadable stream of characters using a reversible coding process.

File transfer protocol (FTP)

A standard protocol for data transfer.

Firewall

A firewall is a collection of security systems that protect secure networks from the Internet.

Gateway

A computer that translates different network protocols, which allows networks with different protocols to communicate.

GENet

The Government Enterprise Network (GENet) is the information network that GTIS has deployed in the National Capital Region to provide single network connection and interconnection among government departments and access to common government services such as on-line pay.

GIFT (Government Information Finder Technology)

The GIFT technology provides search and retrieval access to authored documents from across government. It is transparent and seamless to the user; it is based on accepted standards and is able to recognize data in its native format. It also contains security, tracking and reporting functionality.

Host

A computer directly connected to a network.

HTML (Hypertext Markup Language)

The hypermedia document-encoding scheme that is used for resources published on World Wide Web servers.

HTTP (Hypertext Transfer Protocol)

The protocol for transferring hypermedia documents that is the foundation of the World Wide Web.

Hypermedia

A document format that allows users to move through documents by selecting highlighted words or graphics to get more information on a topic.

Listserv lists (or listservers)

Programs that redistribute e-mail messages of specific subjects. When you subscribe to a listserv, you receive all messages that are sent to the list. You can reply to those messages, and all other list subscribers will see your message.

Netiquette

A pun on the word "etiquette" that refers to proper and tasteful behaviour on a network communications system.

Newsgroup

A topical discussion group within Usenet. Individuals submit messages to a Newsgroup and read posted messages that interest them.

Protocol

A set of formats and procedures governing the exchange of information between systems.

Remote access

The ability to get access to a computer from outside the building in which it is housed. It requires communications hardware, software and physical links, such as telephone lines.

Remote host

A host computer that is not your host.

Serial Line Internet Protocol (SLIP)

A communications protocol that enables a computer to communicate with other computers using a TCP/IP with high-speed modems over standard telephone lines.

Server

A computer that provides a service to other computers on a network.

TCP/IP (Transmission Control Protocol/Internet Protocol)

TCP/IP is a set of computer commands that dictates how the computers on the Internet communicate with each other.

TELNET

A standard Internet service that allows users to log on to remote host computers.

URL (Uniform Resource Locator)

A method for specifying the exact location of an Internet resource (typically a file) and the network protocol necessary to retrieve and interpret the resource.

Usenet

A set of global interest newsgroups that are governed by rules.

Virus

A program that replicates itself through its incorporation into other programs.

World Wide Web (WWW)

A hypermedia information retrieval system linking a wide range of Internet-accessible documents and data files.

X.400

The international e-mail messaging standard. GTIS uses this standard in its Government Message Handling Service (GMHS) to route e-mail between departments and to provide a gateway for Internet mail routing to departmental LANs.

Annex I / Annexe I
Loan Agreement for use of Equipment by Contractors
Convention de prêt de matériel à un entrepreneur

Contractor Information – Renseignements concernant l’entrepreneur				
Name (“Contractor”) / Nom (“Entrepreneur”)	Work Phone No. / N° de téléphone au travail		Home Phone No. / N° de téléphone à domicile	
Contract No. (“Contract”) /N° de contrat (“Contrat”)	Elections Canada Contracting Authority/Autorité contractante d’Élections Canada			
Purpose of Loan – Raison du prêt				
Describe the reason why the equipment is loaned to the contractor and for what purpose the equipment will be used – Décrire la raison pour le prêt du matériel et pour quel fin il sera utilisé.				
Equipment – Matériel				
Description	Make Marque	Model Modèle	Serial Number Numéro de série	Bar Code Code à barres
Term of the Loan – Durée du prêt				
Term of the equipment loan: Durée du prêt du matériel : From/Du : _____ (The term of the loan should not be longer then the term of the contract // La durée du prêt ne devrait pas être plus longue que celle du contrat) To/Au : _____				
Conditions of Loan - Conditions de prêt				
In the event of the termination or expiry of the Contract, the equipment is to be returned to Security and Administration Services on or before such termination or expiry date.		Advenant la résiliation ou l’expiration du contrat, le matériel doit être remis aux services de l’administration et de la sécurité avant ladite date de résiliation ou d’expiration.		
The contractor is responsible for ensuring that all software that is part of the loaned equipment is used in accordance with its terms of use.		Il appartient à l’entrepreneur de s’assurer que l’usage des logiciels qui font partie du matériel prêté est utilisé en vertu d’une licence.		
The Contractor is responsible for ensuring that information technology and telecommunication equipment supplied by Elections Canada is used in accordance with the “Information Technology Infrastructure Acceptable Use Policy” and the “Policy on Telecommunications Equipment, Services and their Use”, a copy of which will be made available to the contractor prior to the execution of this loan agreement.		Il appartient à l’entrepreneur de s’assurer que le matériel informatique et de télécommunication fourni par Elections Canada est utilisé en conformité avec la « Politique sur l’utilisation acceptable de l’infrastructure de la TI » et la « Politique sur le matériel et les services de télécommunications et sur leur utilisation », dont une copie sera remise à l’entrepreneur avant la signature de la présente convention de prêt.		

	Signature	Date
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REGIONAL MEDIA ADVISOR

PART 7

Technical Evaluation Criteria

Part 7 - Technical Evaluation Criteria

Instructions

Handwritten responses will not be accepted. Bidders may contact the Contracting Authority by e-mail at **proposal-proposition@elections.ca** to obtain an electronic version of this template in MS Word or .rtf format.

SECTION A - Mandatory Technical Evaluation Criteria

M1. Completion of Annex A to Part 7

1.1 Bidder must submit with its proposal a completed Annex A to Part 7 – Identification of Service Area.

M2. Media Writing Ability

2.1 Bidder must provide with its proposal two draft written news releases and/or news articles prepared by the bidder, or if not an individual, the proposed resource, relating to any of the four following topics:

- a) voter identification requirements during a federal election;
- b) youth voter turnout;
- c) emergency poll closure due to flooding; or
- d) recruiting of election day workers.

2.2 The news release must be drafted using Elections Canada format a sample of which can be located at:
<http://www.elections.ca/content.aspx?section=med&document=jul1613&dir=pre&lang=e>

2.3 News releases may be submitted in plain text or in printed format as it would appear in the media outlet.

- 2.4 If applying for Service Area with a French language requirement, these documents must be in French.
- If applying for Service Area with an English language requirement, these documents must be in English.
- If applying for Service Area with a bilingual language requirement, one document must be in French and the other in English.

SECTION B - Point-Rated Technical Evaluation Criteria

The bidder may either complete Section B by responding to each criteria in the blank space provide, or provide the response in a separate document by identifying the rated evaluation criteria in the order set-out below.

Criterion / Description	Points Available	Submission Requirements	Scoring Methodology
<p>R1 Experience and Education</p> <p>The bidder, or if not an individual, the proposed resource should have a degree or certificate from a recognized college or university with a specialization in communications, media, political science, or journalism and 5 years of experience in the field of communications or media.</p> <p>Where the bidder, or if not an individual, the proposed resource, does not have such a degree or certificate, he/she, should have a minimum of 10 years of experience in the field of communications or media.</p>	<p>10 points</p>	<p>The bidder should:</p> <ul style="list-style-type: none"> a) indicate the highest level of education he/she attained, or if not an individual, that the proposed resource has attained; b) indicate the number of years of experience in the field of communications and or media; and c) describe his/her experience in the field communications and or media field or that of the proposed resource by indicating by position held the following: <ul style="list-style-type: none"> i. title; ii. roles and responsibilities; iii. nature of the work performed; and 	<ul style="list-style-type: none"> 1. The bidder, or if not an individual, the proposed resource has: <ul style="list-style-type: none"> a) the required degree or certificate and 5 years or more experience in the field of communications or media (100%); or b) 10 years or more experience in the field of communications or media. (100%) 2. The bidder, or if not an individual, the proposed resource has: <ul style="list-style-type: none"> a) the required degree or certificate and 4 to 5 years of experience in the field of communications or media (75%), or b) 6-10 years of experience in the field of communications or media. (75%) 3. The bidder, or if not an individual, the proposed resource has: <ul style="list-style-type: none"> a) the required degree or certificate and 2 to 4 years of experience in the field

Criterion / Description	Points Available	Submission Requirements	Scoring Methodology
		iv. duration of position.	<p>of communications or media (50%), or</p> <p>b) 4 to 6 years of experience in the field of communications or media (50%).</p> <p>4. The bidder, or if not an individual, the proposed resource:</p> <p>a) does not have the required degree or certificate and has under 2 years of experience in the field of communications or media (0%), or</p> <p>b) has less than 4 years of experience in the field of communications or media (0%).</p>
Bidder's response to R1:			
<p>R2 Communications/Media Relations Experience</p> <p>The bidder, or if not an individual, the proposed resource should have experience providing communications and/or media relations advice to managers or senior officials within a federal or provincial electoral agency; or to a</p>	<p>10 points</p>	<p>The bidder should describe a maximum of three separate electoral events where it, or its proposed resource, provided communications and/or media relations advice in the context of the electoral event. It should indicate:</p>	<p>Demonstrated experience providing communication and/or media relation advice to managers or senior officials in a federal or provincial electoral agency, and in providing such type of advice to persons within a public-sector entity in the context of a federal, provincial, territorial and/or municipal electoral</p>

Criterion / Description	Points Available	Submission Requirements	Scoring Methodology
<p>person within a public-sector entity in the context of a federal, provincial, territorial and/or municipal electoral event.</p>		<ul style="list-style-type: none"> a) the electoral event; b) the year of the electoral event; c) whether the advice was provided to a federal, provincial, territorial, or municipal electoral agency, or to another public-sector entity; and d) whether the advice was provided to a manager, senior official, or a person within the organization referred to in c); and, in all cases, provide the title of the person that the advice was given. 	<p>event (100%).</p> <p>Only demonstrated experience providing communication and/or media relation advice to managers or senior officials in a federal or provincial electoral agency (75%).</p> <p>Only demonstrated experience providing communication and/or media relation advice to persons within a public-sector entity in the context of any federal, provincial, territorial and/or municipal electoral event (50%).</p> <p>Only demonstrated experience providing communications and/or media relations advice to public-sector entities not in the context of an electoral event (25%).</p> <p>Did not demonstrate experience in providing communications and/or media relations advice (0%).</p>
<p>Bidder's response to R2:</p>			

Criterion / Description	Points Available	Submission Requirements	Scoring Methodology
<p>R3 Experience Responding to Media Requests</p> <p>The bidder, or if not an individual, the proposed resource should have experience in responding to media requests using media relations techniques and tools for each of the following:</p> <ul style="list-style-type: none"> a) TV media; b) radio media; c) printed media; and d) online media. <p>Responding to a media requests, includes, but is not limited to providing information relevant to a media inquiry, a quote, providing assistance in locating info on websites etc.</p> <p>With respect to item c), online media means the use of any type of platform via the internet to respond to media requests such as blogs, Twitter, Facebook.</p>	<p>20 points</p>	<p>The bidder should describe specific examples where he/she, or its proposed resource, responded to media requests for TV media, radio media, printed media and online media, by providing, for each such example, the following information:</p> <ul style="list-style-type: none"> a) the medium that the media request was submitted; b) the responsibilities of the bidder or, if not an individual, its proposed resource in responding to such request; and c) the technique and tool used in preparing for and delivering the response. 	<p>Significant experience in responding to a mix of TV, radio, print and online media requests using various techniques and tools for each. A minimum of 20 examples overall and at least one example per media type must be included. (100%).</p> <p>Modest experience in responding to a mix of TV, radio, print and online media requests using various techniques and tools for each. Between 10 and 19 examples and at least one example per media type must be included. (75%).</p> <p>Limited experience in responding to a mix of TV, radio, print and online media requests using various techniques and tools for each. Less than 10 examples and at least one example per media type must be included. (50%).</p> <p>Examples only indicate experience in some but not all print, radio, TV or online media using various techniques and tools for each (25%).</p> <p>No experience responding to media requests (0%).</p>

Criterion / Description	Points Available	Submission Requirements	Scoring Methodology
Bidder's response to R3:			
<p>R4 Experience Organizing and Facilitating Media or Other Public Events for Senior Officials</p> <p>The bidder or, if not an individual, the proposed resource should demonstrate strong leadership and organization skills by providing details of a minimum of three media or public events within the last five years in which he/she was the lead or held the responsibility for organizing the media or public event. The primary participant for each event should be a senior official.</p> <p>For the purpose of this criterion, a "senior official" means within the federal public service, a person holding the position of assistant deputy minister level or higher, or a vice-president (or equivalent) or higher in the private sector.</p> <p>For the purposes of this criterion, a media or public event includes</p>	<p>20 points</p>	<p>The bidder should provide a minimum of three examples but no more than five examples of a media or public event with the primary participant being a senior official where the bidder, or if not an individual, the proposed resource was either lead or responsible for organizing and facilitating the media or public event:</p> <p>For each example, the bidder should include:</p> <ul style="list-style-type: none"> i. a description of the media or public event including timing, theme, size (total number of participants and total by audience type (youth, seniors etc.); ii. his/her role or that of the proposed resource in organizing or facilitating the media or public event; 	<p>Each example will be evaluated out of 20 with points based on the below. The final score for this criterion will be the average of the points awarded for the three examples that achieved the highest point for a maximum of 20 points.</p> <ol style="list-style-type: none"> 1. Fully Meets the Requirements (100%). The example demonstrates that the bidder or, if not an individual, the proposed resource: <ul style="list-style-type: none"> a) was the lead or held the responsibility for organizing the media or public event; b) the primary participant was a senior official; and c) leadership and organizational skills. 2. Meets Requirements (75%). The example did not demonstrates that the bidder or, if not an individual, the proposed resource met one of the following: <ul style="list-style-type: none"> a) was the lead or held the responsibility

Criterion / Description	Points Available	Submission Requirements	Scoring Methodology
<p>without limitation; a press conference, public forum, public roundtable, townhall, technical briefing, scrum, public appearance, speech, and media interviews.</p>		<ul style="list-style-type: none"> iii. a description of the resulting media coverage; iv. a description of one challenge identified in the media or public event and how such challenge was handled; and v. a description of one “lessons learned” from the media or public event. 	<ul style="list-style-type: none"> for organizing the media or public event; b) the primary participant was a senior official; and c) leadership and organizational skills. <p>3. Partially Meets Requirements (50%). The example did not demonstrates that the bidder or, if not an individual, the proposed resource met two of the following:</p> <ul style="list-style-type: none"> a) was the lead or held the responsibility for organizing the media or public event; b) the primary participant was a senior official; and c) leadership and organizational skills. <p>4. Fails to Meet Requirements (0%). The example did not demonstrates that the bidder or, if not an individual, the proposed resource met any of the following:</p> <ul style="list-style-type: none"> a) was the lead or held the responsibility for organizing the media or public event; b) the primary participant was a senior official; and c) leadership and organizational skills.

Criterion / Description	Points Available	Submission Requirements	Scoring Methodology
<p>Bidder's response to R4 is to be attached to the proposal.</p>			
<p>R5 Media Writing Abilities - Written Documents</p> <p>The draft news releases provided in response to Mandatory Criteria M2 should be clear, concise and logical with minimal spelling, grammatical and/or punctuation errors.</p>	<p>20 points</p>	<p>As detailed in M2</p>	<p>Each draft news releases will be evaluated out of 20, on an all or nothing basis, as set-out below. The final score for this criterion will be the average of the points awarded for the two drafts for a maximum of 20 points.</p> <p>Clear 25% The draft news release clearly expresses the meaning and intent.</p> <p>Logical 25% The draft news release logically presents the arguments/positions.</p> <p>Concise 25% The draft news release does not contain superfluous information or facts irrelevant to the intent of the copy.</p> <p>Grammar, Punctuation and Spelling 25% The draft news release contains fewer than two grammar, punctuation or spelling errors.</p>

Criterion / Description	Points Available	Submission Requirements	Scoring Methodology
<p>Bidder's response to R5 is to be attached to the proposal.</p>			
<p>R6 Sample Evaluation</p> <p>The bidder or, if not an individual, the proposed resource should have a body of work that supports his/her experience in interacting with radio, print and TV media.</p>	<p>20 points</p>	<p>In order to demonstrate this experience, the bidder should provide two samples of his/her or of the proposed resource, previous work such as a news release, news article or taped sample of radio/TV interview.</p> <p>If a written sample, it must have been written by the bidder or, if not an individual the proposed resource, or if audio, the bidder or, if not an individual, the proposed resource must be featured in the audio which sample outlines a direct interaction with the media.</p> <p>The samples may be the result of a proactive pitching strategy or of a reactive informational exchange and may be at the regional or national level.</p>	<p>Each sample will be evaluated out of 10 with points awarded as follows:</p> <p>Strong sample provided. No identified weaknesses (100%)</p> <p>One identified weakness in the sample (75%)</p> <p>Two identified weaknesses in the sample (50%)</p> <p>Three or more identified weaknesses in the sample (0%)</p> <p>For the purposes of this criterion a “weakness” means something related to, for example, grammatical errors, inconsistencies, not addressing the issue, lack of clarity, did not follow instructions, etc.</p>

Criterion / Description	Points Available	Submission Requirements	Scoring Methodology
		<p>Written samples must be on letter-size paper. Taped TV or radio samples must be submitted by CD or USB key.</p> <p>The samples must be accompanied by the following information:</p> <ul style="list-style-type: none"> i. a brief description of the sample (i.e. why was it prepared? was it part of a larger launch/announcement?); ii. the intended audience (i.e. national or regional media); iii. when the work was carried out; iv. the name of the client for whom the work was performed; v. the client’s telephone number and email address (sample checks and verification); and vi. role of the bidder or, if not an individual, the proposed resource. 	

SECTION C – Reference Check

The bidder should provide the names and requested information for two references in accordance with C1.

Section C1 – Contact Information of References

<p>Reference 1:</p> <p>Name:</p> <p>Position:</p> <p>Relationship to bidder or proposed resources, as the case maybe:</p> <p>Day time Tel. Number:</p> <p>Evening Tel. Number:</p> <p>E-Mail Address :</p>
<p>Reference 2:</p> <p>Name:</p> <p>Position:</p> <p>Relationship to bidder or proposed resources, as the case maybe:</p> <p>Day time tel. number:</p> <p>Evening tel. number:</p> <p>E-mail address :</p>

Section C2 – Qualification of bidder or, if not an individual, its proposed resource

Criterion / Description	Points Available	Scoring Methodology
Each reference will be asked 18 questions designed to solicit an opinion regarding the bidder or, if not an individual, its proposed resources'	200 points	There are a total of 100 points available per reference which will be broken down as follows:

Criterion / Description	Points Available	Scoring Methodology
<p>abilities and qualifications regarding each of the following areas:</p> <ul style="list-style-type: none"> a) working relationship with co-workers b) working relationship with management/superiors c) initiative d) working with minimum direction/supervision e) quality of work f) overall opinion 		<ul style="list-style-type: none"> a) working relationship with co-workers: 4 questions (20 points); b) working relationship with management/superiors: 4 question (20 points); c) initiative: 2 questions (10 points); d) working with minimum direction/supervision: 3 questions (15 points); e) quality of work: 4 questions (20 points); and f) overall opinion: 1 question (15 points). <p>Questions may not all be weighted equally within an area.</p> <p>The response to each question will be rated as follows:</p> <p>Reference provided a great response – reference provided positive feedback regarding all six areas being assessed (100%)</p> <p>Reference provided a good response – reference provided positive feedback regarding five areas being assessed. The reference remained neutral or provided evaluators with an element of doubt or provided negative feedback for one of the areas being assessed. (75%)</p> <p>Reference provided a mediocre response – reference provided positive feedback regarding four areas being assessed. The reference remained neutral or provided evaluators with an element of doubt or provided negative feedback for two of the areas being assessed. (50%)</p> <p>Reference provided a poor response – reference provided positive or neutral feedback regarding three areas being assessed. The reference remained neutral or provided evaluators with an element of doubt or provided negative feedback for three of the areas being assessed. (25%)</p>

Criterion / Description	Points Available	Scoring Methodology
		Reference provided a very poor response – the reference remained neutral or provided evaluators with an element of doubt or provided negative feedback for more than three of the areas being assessed (0%)

SECTION D - Point-Rated Interview

Criterion / Description	Points Available	Scoring Methodology
<p>R1. Roles and responsibilities</p> <p>The bidder or, if not an individual, the proposed resource will be asked to explain what he or she knows about the roles and responsibilities of a RMA.</p>	<p>15 points</p>	<ol style="list-style-type: none"> 1. Response identifies 10 roles and responsibilities (100%) 2. Response identifies 7 – 9 roles and responsibilities (75%) 3. Response identifies 4 – 6 roles and responsibilities (50%) 4. Response identifies 1 – 3 roles and responsibilities (25%) 5. Response does not identify any roles and responsibilities (0%)
<p>R2. Role of Media:</p> <p>The bidder or, if not an individual, the proposed resource will be asked to explain what he or she knows about the role of media in the federal electoral process.</p>	<p>15 points</p>	<ol style="list-style-type: none"> 1. Response identifies and explains at least 4 different ways the media impacts the federal electoral process (100%) 2. Response identifies and explains at least 3 different ways the media impacts the federal electoral process (75%) 3. Response identifies and explains at least 2 different ways the media impacts the federal electoral process (50%) 4. Response identifies and explains at least 1 different way the media impacts the federal electoral process (25%) 5. Response does not address the requirement (0%)

Criterion / Description	Points Available	Scoring Methodology
<p>R3. Abilities:</p> <p>The bidder or, if not an individual, the proposed resource will be asked to discuss two media related situations that happened on separate occasion or event where you had to use, two of the following abilities:</p> <ul style="list-style-type: none"> a) issues management (from start to finish); b) problem solving; c) quick thinking; d) working under pressure; and d) multi-tasking. <p>What was the situation? What was your role? What was the resolution? Would you do it differently?</p> <p>The two media related situation cannot be part of the same general occasion or event.</p>	<p>20 points</p>	<p>Each situation will be attributed 50% of the points available for this criterion.</p> <p>For each situations, the bidder or, if not an individual, the proposed resource:</p> <ol style="list-style-type: none"> 1. clearly demonstrates two or more of the abilities (100%) 2. clearly demonstrates one desired ability (50%) 3. does not demonstrate any of the abilities (0%)
<p>R4. Understanding of the Communication and Media Environments within the Service Area:</p> <p>The bidder or, if not an individual, the proposed resource, will be given a scenario one hour before the start of the interview to prepare an answer. The scenario will be designed to allow evaluators to assess his or hers understanding of the communication and media environment within the</p>	<p>20 points</p>	<ol style="list-style-type: none"> 1. Response demonstrated all 4 of the identified requirements (100%) 2. Response demonstrated 3 of the identified requirements (75%) 3. Response demonstrated 2 of the identified requirements (50%) 4. Response demonstrated 1 of the identified requirements (25%) 5. Response demonstrated none of the identified requirements (0%)

Criterion / Description	Points Available	Scoring Methodology
<p>Service Area for which the bidder is submitting a proposal and his or her ability in each of the following areas:</p> <ul style="list-style-type: none"> a) providing relevant examples; b) providing quality strategic analysis; c) identifying pertinent impacts on Elections Canada; and d) providing concise responses. 		
<p>R5. Scenario:</p> <p>The bidder or, if not an individual, the proposed resource will be given a scenario one hour before the start of the interview to prepare an answer.</p> <p>The scenario will be based on a real life situation and will replicate a potential media interview that could occur while representing Elections Canada as a RMA. The following abilities will be evaluated:</p> <ul style="list-style-type: none"> a) professionalism b) non-partisanship; c) factual information c) pertinent information; e) sound judgment; f) initiative in providing information; g) skills in persuasion; f) discretion; g) tact; and h) patience responding. 	<p>20 points</p>	<ul style="list-style-type: none"> 1. Response demonstrated at least 7 of the abilities (100%) 2. Response demonstrated at least 5 of the abilities (75%) 3. Response demonstrated at least 4 of the abilities (50%) 4. Response demonstrated at least 2 of the abilities (25%) 5. Response demonstrated one or less of the abilities (0%) <p>If a bidder fails to demonstrate the non-partisanship ability, the bidder will be deemed to have failed this criterion and receive 0 points for R5.</p>

Annex A to Part 7 - Identification of Service Area

Name of Bidder	
Name of Bidder's proposed resource (if the Bidder is not an individual):	

Service Areas
<p>Indicate with a check mark (✓) the Service Areas for which you are submitting a proposal. Part 10 – Service Area provides a description of each Service Area.</p> <ul style="list-style-type: none"><input type="checkbox"/> Ontario (English)<input type="checkbox"/> Ontario (French)<input type="checkbox"/> City of Vancouver and British Columbia (English)<input type="checkbox"/> City of Toronto (English)<input type="checkbox"/> City of Toronto (bilingual)<input type="checkbox"/> City of Montréal and Quebec (French)<input type="checkbox"/> City of Calgary and Alberta (English)<input type="checkbox"/> City of Winnipeg or Saskatoon and Saskatchewan and Manitoba (English)<input type="checkbox"/> City of Halifax and Atlantic provinces including Newfoundland and Labrador (bilingual)<input type="checkbox"/> Back-Up (bilingual)

REGIONAL MEDIA ADVISOR

PART 8

Financial Evaluation Criteria

Part 8 - Financial Evaluation Criteria

1. General Instruction with respect to the Pricing Table

- 1.1 All bidders, other than bidders submitting a proposal for the Back Up Service Area, must submit prices by completing the following tables of Annex A – Pricing Tables (“Pricing Tables”):

Table A – Services during an Electoral Event

Table B – Services outside an Electoral Event

Table C – Determination of the Proposal Price for Evaluation Purposes

- 1.2 All Bidders submitting a proposal for the Back-Up Service Area must submit prices by completing the following tables of Annex A – Pricing Tables (“Pricing Tables”)

Table A-1 – Services during an Electoral Event

Table B – Services outside an Electoral Event

Table C-1 – Determination of the Proposal Price for Evaluation Purposes

- 1.3 Prices in the Pricing Tables must include all direct and indirect costs to provide the Work outlined in the SOW. Without limiting the generality of the foregoing and subject to Section 1.4, “costs” shall include all necessary equipment, software, peripherals, cabling, components, labour, materials, photocopies, telephone charges, maintenance, overhead, profit, shipping, support, training, travel time, and taxes and Canadian custom duties and excise taxes, where applicable

- 1.4 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 Goods and Services Tax (GST) and Harmonized Sales Tax (HST).

2. No Guarantee

- 2.1 The “Estimated Level of Effort” inserted in Table C and Table C-1 of the Pricing Tables are only included as weighting factors for financial evaluation purposes and are not a minimal commitment by Elections Canada to purchase according to these projected quantities.

3. Table A - Services during an Electoral Event

- 3.1 All bidders, other than bidders submitting a proposal for the Back Up Service Area, must provide a firm lot price for all of the Work required during the first 46 calendar days of an Electoral Event, such Work being further described in article 3

Regional Media Advisors
ECST-RFP-13-0024

of the SOW, by completing and submitting Item 1 of Table A for both during the Initial Term (Column 1) and during all option years (Column 2). For greater certainty, the calendar day count commences on the day that the Deployment Notice is issued by the Technical Authority in accordance with subsection 1.01.02 of the SOW.

- 3.2 All bidders, other than bidders submitting a proposal for the Back Up Service Area, must provide a firm hourly rate for all of the Work required during the period commencing on the 47th day of the Electoral Event and ending 2 calendar days following the polling day, such Work being further described in article 3 of the SOW, by completing and submitting Item 2 of Table A for both during the Initial Term (Column 1) and during all option years (Column 2). For greater certainty, the calendar day count commences on the day that the Deployment Notice is issued by the Technical Authority in accordance with subsection 1.01.02 of the SOW.
- 3.3 All bidders submitting a proposal for the Back-Up Service Area must provide a firm hourly rate for all of the services described in article 3 of the SOW to be rendered during an Electoral Event during the Initial Term (Column 1) and all of the options years (Column 2) by completing and submitting Table A-1.

4. Table B - Services Outside an Electoral Event

- 4.1 All bidders must provide a firm hourly rate for all of the services described in article 4 of the SOW to be rendered outside an Electoral Event during the Initial Term by completing and submitting Column 1 of Table B and during the option years by completing and submitting Column 2 of Table B.

5. Table C – Proposal Price

- 5.1 Table C must be completed based on the proposal price inserted in Table A, Table A-1 and Table B, as the case may be. The sum of the amounts in Table C will be used as the “Proposal Price” for the purposes of determining the highest ranked proposal in accordance with the formula set out in subsection 4.4.7 of Part 4 of the RFP.

6. Hourly Rates

- 6.1 The applicable firm hourly rate set out in Table A, Table A-1 and Table B will be used to compute the limitation of expenditure for Task Authorizations issued pursuant to article 10 of Part 6 – Resulting Contract.

Annex A to Part 8 - Pricing Tables

TABLE A – SERVICES DURING AN ELECTORAL EVENT

Item	Services	Firm Lot Price per Electoral Event occurring during the Initial Term (Column 1)	Firm Lot Price Per Electoral Event occurring during each Option Years (Column 2)
1	All Work required during the first 46 calendar days of an Electoral Event, as further described in article 3 of the SOW. The calendar day count commences on the day that the Deployment Notice is issued by the Technical Authority in accordance with subsection 1.01.02 of the SOW.		
Item	Services	Firm Hourly Rate during the Initial Term (Column 1)	Firm Hourly Rate during all Option Years (Column 2)
2	All Work required, during the period commencing on the 47 th day of the Electoral Event and ending 2 calendar days following the polling day, as further described in article 3 of the SOW. The calendar day count commences on the day that the Deployment Notice is issued by the Technical Authority in accordance with subsection 1.01.02 of the SOW.		

TABLE A-1 – SERVICES DURING AN ELECTORAL EVENT

	Services	Firm Hourly Rate during the Initial Term (Column 1)	Firm Hourly Rate during all Option Years (Column 2)
	All Work required, during an Electoral Event as further described in article 3 of the SOW.		

TABLE B – SERVICES OUTSIDE OF AN ELECTORAL EVENT

	Services	Firm Hourly Rate during the Initial Term (Column 1)	Firm Hourly Rate for all Option Years (Column 2)
	All services provided outside an Electoral Event in accordance with article 4 of the SOW.		

TABLE C – DETERMINATION OF THE PROPOSAL PRICE FOR EVALUATION PURPOSES

Proposal Item	Estimated Level of Effort	Proposal Price	Total
Firm lot price during the Initial Term for the first 46 calendar days of an Electoral Event. (Table A – Item 1 – Column 1)	1 Electoral Event	\$	\$
Firm hourly rate during the Initial Term for the period commencing on the 47 th day of the Electoral Event and ending 2 calendar days following the polling day. (Table A – Item 2 – Column 1)	40 hours	\$	\$
Firm lot price during all of the option years provided for in section 3.02 of the Contract. (Table A – Item 1– Column 2)	1 Electoral Event	\$	\$
Firm hourly rate applicable during an Electoral Event during all of the option years. (Table A – Item 2 – Column 2)	40 hours	\$	\$

Firm hourly rate applicable during the Initial Term. *Note that this may not be consecutive days. (Table B – Column 1)	90 hours*	\$	\$
Firm years rate applicable during all of the options years. *Note that this may not be consecutive. (Table B – Column 2)	90 hours*	\$	\$
PROPOSAL PRICE		\$	\$

TABLE C-1 – DETERMINATION OF THE PROPOSAL PRICE FOR EVALUATION PURPOSES

Proposal Item	Estimated Level of Effort	Proposal Price	Total
Firm hourly rate applicable during an Electoral Event during the Initial Term (Table A-1 – Column 1)	40 hours	\$	\$
Firm hourly rate applicable during an Electoral Event during all of the option years. (Table A-1 – Column 2)	40 hours	\$	\$
Firm hourly rate applicable during the Initial Term. *Note that this may not be consecutive days. (Table B – Column 1)	90 hours*	\$	\$
Firm years rate applicable during all of the options years. *Note that this may not be consecutive. (Table B – Column 2)	90 hours*	\$	\$
PROPOSAL PRICE		\$	\$

REGIONAL MEDIA ADVISOR

PART 9

Certificates

Certificates

1. Independent Proposal

1.1. I, the undersigned, on behalf of _____ [insert name of Bidder] (the "Bidder") in submitting the accompanying proposal (the "proposal") to Elections Canada for the [insert name of requirement] hereby make the following statements, that I certify to be true and complete in every respect,:

- (a) I have read and I understand the contents of this Certificate;
- (b) I understand that the proposal will be disqualified if this Certificate is found not to be true and complete in every respect;
- (c) I am authorized by the Bidder to sign this Certificate, and to submit the proposal, on behalf of the Bidder;
- (d) each person whose signature appears on the proposal has been authorized by the Bidder to determine the terms of, and to sign, the proposal, on behalf of the Bidder;
- (e) for the purpose of this Certificate and the proposal. I understand that the word "competitor" shall include any individual or organization, other than the Bidder, whether or not an Affiliate of the Bidder, who:
 - i. has been requested to submit a proposal in response to the request for proposal;
 - ii. could potentially submit a proposal in response to the request for proposal, based on their qualification, abilities or experience;
- (f) the Bidder disclosed that (check one of the following, as applicable):
 - i. the Bidder has arrived at the proposal independently from, and without consultation, communication, agreement or arrangement with, any competitor;

OR

 - ii. the Bidder has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this call for proposals, and the Bidder disclosed, in the attached documents (s) complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultation, communications, agreements or arrangements.

- (g) in particular, without limiting the generality of subparagraphs (f)i. or (f)ii. above, there has been no consultation, communications, agreement or arrangement with any competitor regarding:
- i. prices;
 - ii. methods, factors or formulas used to calculate prices;
 - iii. the intention or decisions to submit, or not to submit, a proposal:
or
 - iv. the submission of a proposal which does not meet the specifications of the call for proposals;
- except as specifically disclosed pursuant to subparagraph (f)ii. above:
- (h) in addition, there has been no consultation, communications, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the products or services to which this call for proposals relates, except as specially authorized by the Contracting Authority or as specifically disclosed pursuant to subparagraph (f)ii. above;
- (i) the terms of the proposal have not been, and will not be, knowingly disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official proposal opening, or of the awarding of the contract, whichever comes first, unless otherwise required by law or as specially disclosed pursuant to subparagraph (f)ii. above.

2. Federal Contractors Program

2.1. The Federal Contractors Program for employment equity is intended to address employment disadvantage for the four designated groups: women, Aboriginal peoples, persons with disabilities and members of visible minorities. Further information is available on the Human Resources and Skills Development Website.

2.2. The Bidder certifies as follows (check only one of the following):

- (a) it does not have a work force in Canada;
- (b) it is a public sector employer;
- (c) it is a [federally regulated employer](#) being subject to the *Employment Equity Act*;
- (d) it has a combined work force in Canada of less than 100 employees. A combined work force includes: permanent full-time, permanent part-

time and temporary employees. Temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students;

- (e) it has a combined workforce in Canada of 100 or more employees; and
- i. it already has a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with HRSDC-Labour.

OR

- ii. it has submitted the [Agreement to Implement Employment Equity \(LAB1168\)](#) to HRSDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to HRSDC-Labour.

2.3. The Bidder further certifies as follows (check only one of the following):

- (a) it is not a joint venture;

OR

- (b) it is a joint venture. In the event that the Bidder is a joint venture, each member of the joint venture must provide the Contracting Authority with a certificate containing the certification set-out in Section 2.2 of this Certificate.

3. Former Public Servant

3.1. Contracts with 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.

3.2. 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, in the context of the fee abatement formula, 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.

3.3. Is the Bidder a FPS in receipt of a pension as defined above? **YES** **NO**

If yes, the Bidder must provide the following information:

- (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.

3.4. Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **YES** **NO**

If yes, 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 reduction program.

- 3.5. 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 the Goods and Services Tax or Harmonized Sales Tax.
- 3.6. By submitting a proposal, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

4. Status and Availability of Resources

- 4.1. The Bidder certifies that, should it be awarded a contract as a result of the RFP, every resource proposed in its proposal will be available to perform the Work as required by Elections Canada and at the time specified in the RFP or agreed to with Elections Canada. If for reasons beyond its control, the Bidder is unable to provide the services of its proposed resources, the Bidder acknowledges that Elections Canada may:
- (a) at its sole discretion, either before or after obtaining the name of a replacement in accordance with Section 3.03 of the General Conditions, terminate the Contract for default pursuant to Article 18 of the General Conditions; or
 - (b) request that the Bidder propose, in accordance with Section 3.03 of the General Conditions, a replacement with similar qualifications and experience. In response to such request, the Bidder must advise the Contracting Authority of the reason for the substitution.

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

5. Education and Experience

- 5.1. The Bidder certifies that all the information provided in the résumés and supporting material submitted with its proposal, 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 resource proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

6. Avoidance of Political Partisanship

- 6.1. 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, is/are not presently, or will not become engaged during the Term of the Contract, should the bidder be awarded the 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 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.

- 6.2. The certification in Section 6.1 does not prevent the Bidder or its officers and employees, who perform or supervise the Work set out in the Contract, 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.

7. Service Areas – Language Requirements

- 7.1. If the Bidder is submitting a proposal to either a Service Area with French as the language requirement or a Service Area with English as the language requirement or a Service Area with a bilingual language requirement it must provide the applicable certification:

- The Bidder certifies that it can provide the Work in both English and French and hereby submits a proposal for the award of a Contract in the _____ **[BIDDER TO INSERT NAME OF SERVICE AREA]** Service Area with the bilingual language requirement.
- The Bidder certifies that it can provide the Work in French and hereby submits a proposal for the award of a Contract in the _____ **[BIDDER TO INSERT NAME OF SERVICE AREA]** Service Area with the French language requirement.
- The Bidder certifies that it can provide the Work in English and hereby submits a proposal for the award of a Contract in the _____ **[BIDDER TO INSERT NAME OF SERVICE AREA]** Service Area with the English language requirement.

8. Service Areas – Residency

- 8.1. If the Bidder is submitting a proposal in the Service Area of:
- (a) the City of Vancouver, the Bidder certifies that it or its proposed resource resides within 30 kilometers from the outer limits of the City of Vancouver;
 - (b) the City of Calgary, the Bidder certifies that it or its proposed resource resides within 30 kilometers from the outer limits of the City of Calgary;
 - (c) the City of Toronto, the Bidder certifies that it or its proposed resource resides within 30 kilometers from the outer limits of the City of Toronto;

- (d) Ontario, the Bidder certifies that it or its proposed resource resides within the National Capital Region as such term is defined in the *National Capital Act*, R.S.C., 1985, c. N-4; and
- (e) the City of Montreal, the Bidder certifies that it or its proposed resource resides within 30 kilometers from the outer limits of the City of Montreal.

8.2. If the Bidder is submitting a proposal for any other Service Area but not for the Back-Up Service Area, the bidder certifies that he/she or its proposed resource resides within the geographical area that comprises the Service Area for which the Bidder is submitting a proposal.

9. General

- 9.1. This certification shall be true and correct throughout the term of the Contract with the same force and effect as if continuously made throughout the term of the Contract.
- 9.2. Furthermore, the Bidder acknowledges that Elections Canada shall rely on this certification to award the Contract. Should the Bidder fail to comply with this certification or in the event that verification or inspection by Elections Canada discloses a misrepresentation on the part of the Bidder, Elections Canada shall have the right to treat any contract resulting from this proposal as being in default and to terminate it pursuant to the default provisions of the Contract.

Signature of the Authorized Representative of Bidder

Date

Print Name of Authorized Representative of Bidder:

Print Title of Authorized Representative of Bidder:

REGIONAL MEDIA ADVISOR

PART 10

Service Areas

Service Areas

Bidders must identify in Annex A to Part 7 – Technical Evaluation Criteria which Service Area they wish to perform the Work in. Based on such information and at the award of the Contract, Article 2 of the Articles of Agreement will be completed to reference the Service Area in which the Contractor will be performing the Work.

The geographical limits of each Service Area are those associated with the telephone area codes listed in the Table. The successful bidder for the Back-Up Service Area may be required to perform the Work anywhere in Canada.

Table – Description of the Services Areas

Name of Service Area	Area Codes within the Service Area	RMAs	Language Requirements
Ontario (includes Northern and Southern Ontario outside GTA and French requirements in the western provinces)	226/249/343/519/ 613/705/807/819/ 867/873	6	3 English 3 French
City of Vancouver (includes all of British Columbia)	236/250/604/778	1	English
City of Toronto	289/365/416/437/ 647/905	2	1 English 1 Bilingual
City of Montreal (includes all of the Province of Quebec)	418/438/450/514/ 579/581	1	French
City of Calgary (includes all of the Alberta)	403/587/780	1	English
City of Winnipeg or Saskatoon (includes all of Manitoba and Saskatchewan)	204/306/431/639	1	English
City of Halifax (includes all of Nova Scotia, PEI, New Brunswick, and Newfoundland and Labrador)	506/709/782/902	1	Bilingual
Back-Up	N/A	1	Bilingual