



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

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.:

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

signature of authorized signatory

print name of authorized signatory

print title of authorized signatory

Date: _____

Office of the Chief Electoral Officer File No.

ECSVT-RFP-13-0460

Title:

FIELD LIAISON OFFICERS/
 BACKUP FIELD LIAISON OFFICERS

Date:

January 6, 2014

Request for Proposal Closing Date:

February 17, 2014 - 2:00 pm (Ottawa time)

INQUIRIES – address inquiries to:

Office of the Chief Electoral Officer of Canada
 Procurement and Contracting Services
 30 Victoria Street
 Gatineau, QC K1A 0M6

Attention:

Stella Van Tassel

Tel No.

819-939-1491

E-mail

[proposal-
 proposition@elections.ca](mailto:proposal-proposition@elections.ca)

RETURN PROPOSALS TO:

Elections Canada Proposal Receiving Unit

c/o Business Centre
 30 Victoria Street
 Gatineau, QC K1A 0M6

**PROPOSALS TRANSMITTED BY FACSIMILE OR ELECTRONIC
 MAIL TO ELECTIONS CANADA WILL NOT BE ACCEPTED.**

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 – List of Electoral Districts within the Field Liaison Officer Region or
Backup Field Liaison Officer Region

Appendix B – Field Personnel Instructions and Reference Materials

Appendix C – Guidelines and Policies for Field Liaison Officers and Backup Field
Liaison Officers

Annex B – Pricing Table

Annex C – General Conditions – Services

Annex D – Security Requirement Check List

Annex E – Loan Agreement for Use of Equipment by Contractors

Annex F – Task Authorization Form

Annex G – List of Technology Equipment

Part 7 – Profile of Contractor / Resource

Part 8 – Bidder Response Template

Part 9 – Interview Evaluation Criteria

Part 10 – Certificates

Annex A – Set-aside for Aboriginal Business for the Northern Canada Field Liaison Officer
Region

**Part 11 – Lists and Maps of Field Liaison Officer and Backup Field Liaison Officer Regions targeted
by the RFP**

List of annexes:

Annex A – List and Maps of Field Liaison Officer Regions

Annex B – List and Maps of Backup Field Liaison Officer Regions

Request for Proposal

ECSVT-RFP-13-0460 Field Liaison Officers / Backup Field Liaison Officers

Part 1. General Information

1.1 Code of Conduct for Procurement

- 1.1.01 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.
- 1.1.02 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 bid 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 RFP. 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.
- 1.1.03 By submitting a proposal, the bidder certifies that no one convicted under any of the provisions under Paragraphs 1.1.03(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).

1.1.04 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.

1.1.05 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 1.1.03 (c) to (g), or with an Affiliate who has been convicted of an offence enumerated under Paragraphs 1.1.03 (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.

- 1.1.06 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*.
- 1.1.07 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.
- 1.1.08 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 this RFP shall have the definitions assigned to them in the Contract.

1.3 Summary

1.3.01 The requirement

(a) Background

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

With little or no notice, the Prime Minister can initiate an electoral event. Once a writ of election or

referendum is issued, the CEOC, with his staff based in the National Capital Region, and an appointed returning officer in each of the country's federal electoral districts in the case of a general election mobilize tens of thousands of temporary staff and sets the electoral machinery into full motion. In the case of a vacancy in an electoral district, a by-election is called to fill the vacancy for that electoral district.

Every 10 years, after the census is conducted, the number of electoral districts and their boundaries are revised to reflect population shifts and growth. This process is called "electoral redistribution". The number of House of Commons seats given to each province and territory is recalculated based on new population numbers and a formula set out in the Constitution. After the 2012 electoral redistribution, the number of federal electoral districts will increase from 308 to 338. An electoral boundaries commission has been established in each province with the mandate to propose new boundaries to the electoral districts, consult with Canadians and create the new electoral map for their province. At the end of the 2012 electoral redistribution process, a representation order will set out the electoral boundaries of the 338 electoral districts. The representation order is expected to be proclaimed by the Governor in Council in September 2013. The new electoral boundaries will be applied at a general election called at least seven months after the representation order is proclaimed.

(b) Brief description

During each electoral event (general election, by-election or referendum), Elections Canada establishes several helpdesks at its offices in the National Capital Region to provide centralized support by e-mail and telephone. Elections Canada is seeking to provide regional support for field staff by contracting with field liaison officers ("FLOs") and backup field liaison officers ("Backup FLOs"). FLOs and Backup FLOs will provide guidance and support to the returning officers and their staff during electoral events to ensure compliance with the provisions and principles of the *Canada Elections Act* and the *Referendum Act* and the instructions of the CEOC; this support continues between electoral events as well.

FLOs and Backup FLOs will also provide services to Elections Canada, on an as requested basis, in connection with the implementation and delivery of public education and information programs to make the electoral process better known to the public; and the dissemination of information to the public relating to Canada's electoral process, the democratic right to vote and how to be a candidate.

Elections Canada is seeking the services of one (1) FLO and three (3) Backup FLOs. FLOs are responsible for providing support to a specific group of electoral districts ("FLO Region"), while the Backup FLOs are responsible for providing backup services to a group of FLO Regions ("Backup FLO Region"), as required. The electoral districts identified in the RFP are the ones that currently exist. However, following the implementation of the electoral redistribution, the names and the boundaries of such electoral districts may change. This may result in changes to the boundaries of each FLO Region and Backup FLO Region. A separate contract will be issued for each FLO Region and Backup FLO Region. A bidder can submit one proposal covering more than one FLO Region and/or Backup FLO Region, provided that the same resource is proposed for all regions. If a bidder is proposing more than one resource, such bidder must submit a

separate proposal for each resource.

More specifically, the successful bidders will be required to provide the services which are more fully described in the statement of work included in Part 6 of this RFP.

1.3.02 Period of the Contract

The term of the Contract will be from the effective date of the contract to November 30, 2016. In addition, the bidder will grant to Elections Canada two (2) irrevocable options to extend the original term of the Contract. Each option is for a twelve (12) month period under the same terms and conditions and at the rates specified in the Contract.

1.3.03 Security requirement

There is a security requirement associated with this requirement. For additional information, consult Part 5 - Security, Financial and Other Requirements, and Part 6 - Resulting Contract.

1.3.04 Trade agreements

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

1.3.05 Comprehensive Land Claims Agreements

This procurement is subject to the following Comprehensive Land Claims Agreements:

- (a) Northeastern Quebec Agreement
- (b) James Bay and Northern Quebec Agreement
- (c) Eeyou Marine Region Land Claims Agreement
- (d) Inuvialuit Final Agreement
- (e) Gwich'in Comprehensive Land Claim Agreement
- (f) Tlicho Agreement
- (g) Sahtu Dene and Metis Comprehensive Land Claim Agreement
- (h) Nunavut Land Claim Agreement

- (i) Champagne and Aishihik First Nation Final Agreement
- (j) First Nation of Nacho Nyak Dun Final Agreement
- (k) Teslin Tlingit Council Final Agreement
- (l) Vuntut Gwitchin First Nation Final Agreement
- (m) Little Salmon/Carmacks First Nation Final Agreement
- (n) Selkirk First Nation Final Agreement
- (o) Trondek Hwech'in Final Agreement
- (p) Ta'an Kwach'an Council Final Agreement
- (q) Kwanlin Dun First Nation Final Agreement
- (r) Kluane First Nation Final Agreement
- (s) Carcross/Tagish First Nation Final Agreement
- (t) Labrador Inuit Land Claim Agreement
- (u) Labrador Innu Land Claims Agreement-in-Principle

1.3.06 Procurement Strategy for Aboriginal Business for the FLO Region of Northern Canada

Bidders may submit a proposal for the FLO Region of Northern Canada to either of the following two streams:

- (a) Stream 1 – set aside for Aboriginal businesses in accordance with the federal government's Procurement Strategy for Aboriginal Business (PSAB): The bidder must certify in Annex A of Part 10 – Certificates that it is an Aboriginal business or joint venture as defined within the PSAB. The procurement for the FLO Region of Northern Canada is set aside from the international trade agreements under the provision each has for set-asides for small and minority businesses. In accordance with Article 1802 of the AIT, the AIT does not apply to the procurement relating to the FLO Region of Northern Canada.
- (b) Stream 2 – open to all business (Aboriginal and non-Aboriginal businesses). The proposals submitted to stream 2 will only be evaluated if no responsive proposals have been submitted under stream 1.

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

2.4.01 Elections Canada requires that the bidder or the authorized representative of the bidder complete and sign the first page of the RFP and submit such page with its proposal at the RFP closing date and time. If a proposal is submitted by a joint venture, it must be in accordance with Section 2.16. If the first page of the RFP is not provided with the bidder’s proposal, the Contracting Authority will request it and the bidder must provide it within the delay prescribed in such request.

2.4.02 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 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 4:00 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.

2.4.03 If Elections Canada has provided bidders with multiple formats of a document (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.

2.4.04 Proposal will remain open for acceptance for a period of not less than one hundred eighty (180) 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.

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

2.4.06 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.

2.4.07 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.

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

2.5 Transmission by Facsimile and Email

2.5.01 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

2.7.01 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.

2.7.02 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.

2.7.03 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 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

2.11.01 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.

2.11.02 Where Elections Canada intends to reject a proposal pursuant to a provision of Subsection 2.11.01, 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.

2.11.03 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

2.12.01 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.

2.12.02 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

2.13.01 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.

2.13.02 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

2.15.01 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.

2.15.02 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

2.16.01 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.

2.16.02 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.

2.16.03 The first page of the RFP 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

2.17.01 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.

2.17.02 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 2.17.01 (a) and (b).

2.17.03 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 RFP closing. 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

2.19.01 All enquiries must be submitted in writing to the Contracting Authority no later than 6 calendar days before the RFP closing date. Enquiries received after that time may not be answered.

2.19.02 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

2.20.01 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.

2.20.02 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 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or statement of work contained in the RFP could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority no later than 6 calendar days before the RFP closing date. Elections Canada will have the right to accept or reject any or all suggestions.

2.22 Basis for Elections 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; and
- (b) the material developed or produced consists of material subject to copyright.

Part 3. Proposal Preparation Instructions

3.1 Proposal Preparation Instructions

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

Section I Profile of Contractor / Resource (insert applicable region(s))
(1 original)

Section II Technical Response (1 original and 4 copies)

Section III Certificates (1 original)

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

3.1.03 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.

3.1.04 In the event that a bidder fails to provide the numbers of hard copies required pursuant to Subsection 3.1.01, 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.

3.1.05 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% 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 – Profile of Contractor / Resource

3.2.01 The profiles under Part 7 must be completed by the bidder in accordance with this Section 3.2. Bidders must provide the required profiles to be awarded a contract. Elections Canada

will declare a proposal non-responsive if the required profiles are not completed and submitted as requested.

- 3.2.02 The profiles should be completed and submitted with the proposal but may be submitted afterwards. If a profile 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.

3.3 Section II – Technical Proposal

- 3.3.01 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.
- 3.3.02 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 8 – Bidder Response Template. 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.

3.4 Section III – Certificates

- 3.4.01 The certificates under Part 10 must be completed by the bidder in accordance with this Section 3.4. Annex A to the certificates under Part 10 must only be completed by bidders submitting a proposal for the FLO Region of Northern Canada. 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.
- 3.4.02 Compliance with the certifications bidders provide to Elections Canada is subject to verification by Elections Canada during the proposal evaluation period and 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.
- 3.4.03 The certificates under Part 10 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 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

- 4.1.01 Proposals will be assessed in accordance with the entire requirement of the RFP.
- 4.1.02 One or more evaluation teams composed of representatives of Elections Canada will evaluate the proposals. The same evaluation team may not necessarily participate in all phases of the evaluation. The services of a consultant may be retained to provide support and guidance to all evaluation teams in connection with the evaluations. Such consultant would not be part of any of the evaluation team.
- 4.1.03 The evaluation and selection process will be conducted in the following phases:
- (a) Phase 1 – Mandatory Technical Evaluation
 - (b) Phase 2 – Point-Rated Technical Evaluation
 - (c) Phase 3 – Telephone Interview
 - (d) Phase 4 – Determination of Highest Ranked Bidder
 - (e) Phase 5 – Multiple proposals

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

- 4.1.04 With respect to the FLO Region of Northern Canada, proposals submitted to stream 1 will be evaluated prior to proposals submitted to stream 2. Only if there are no responsive proposals from an Aboriginal business for the FLO Region of Northern Canada that has submitted a proposal in stream 1 will the proposals submitted to stream 2 for such FLO Region be evaluated.

4.1.05 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 8 – Bidder Response Template. Any proposal that fails to:

- (a) comply with all the requirements of the RFP; or
- (b) meet any of the mandatory technical evaluation criteria

will be deemed non-responsive and will not be given further consideration.

4.1.06 Phase 2 – Rated Technical Evaluation

In Phase 2, the proposals that are deemed responsive in Phase 1 will be evaluated against the rated technical criteria set out in Section B of Part 8 – Bidder Response Template. If a proposal does not obtain the required minimum of fifty percent (50%) 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.

4.1.07 Phase 3 – Telephone Interview

In Phase 3, for each FLO Region or Backup FLO Region, as the case may be, the Resources proposed in the proposals that are deemed responsive in Phases 1 and 2 and that obtained the three highest overall percentage of the points allocated for Phase 2 for the same FLO Region or Backup FLO Region, as the case may be, will be invited for a telephone interview. The Resources invited for an interview will be evaluated against the interview evaluation criteria set out in Part 9. The following should be noted:

- (a) If a bidder has submitted a proposal for the same Resource to more than one FLO Region or Backup FLO Region, only one interview will be conducted. In such case, if the FLO Regions or Backup FLO Regions selected are both outside and inside the province of Quebec, the interview will be conducted in English and French.
- (b) The Resource will be provided by the Contracting Authority five (5) Business Days' notice of the time and date of the interview. If the Resource is unable to attend 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 mandatory interview evaluation criteria is not met or if a minimum of fifty percent (50%) overall of the points allocated to the point-rated interview evaluation criteria is not achieved, the bidder's proposal will be deemed non-responsive and will be given no further consideration. The rating is performed on a scale of 100 points.
- (d) The evaluation team reserves the right to validate the information submitted by a Resource during the telephone interview by contacting the references supplied in Part 7 – Profile of Contractor / Resource. Elections Canada may decide to contact references for all interview evaluation criteria or only specific interview evaluation criteria. The decision to contact or not to contact the references is at the entire discretion of the evaluation team. If it so decides, the references of all Resources for

those identified interview evaluation criteria will be contacted. Elections Canada will make only three (3) attempts over a maximum of five (5) Business Days from the first attempt to contact a reference. If Elections Canada is not successful in reaching a reference after three (3) attempts, the Contracting Authority may contact the Resource for alternative contact information to reach the same reference. However, the Resource will not be permitted to submit an alternate reference after RFP closing. If at any time during the reference check, Elections Canada determines that the answers provided by the bidder during the interview do not meet a rated requirement of the interview, the scoring for that portion of the resource's interview will be re-assessed accordingly.

4.1.08 Phase 4 – Determination of Highest Ranked Bidder

In Phase 4, for each FLO Region or Backup FLO Region, as the case may be, a combined evaluation score for the proposals that passed Phases 1, 2 and 3 and that were deemed responsive will be determined in accordance with the following formula:

$$\frac{\text{Phase 2 score (point rated technical evaluation) x 60}}{100} + \frac{\text{Phase 3 score (telephone interview) x 40}}{100} = \text{combined evaluation score}$$

Subject to Phase 5, for each FLO Region and Backup FLO Region, the bidder with the highest combined evaluation score will be considered for award of a contract.

4.1.09 Phase 5 – Multiple Proposals

- (a) If more than one proposal by the same bidder proposing the same Resource has passed Phases 1, 2, 3 and 4, the Contracting Authority will notify the bidder requesting that it confirms, within seven calendar days of receiving such notice, the FLO Region or Backup FLO Region the bidder wishes to be awarded a contract for.

If the bidder fails to confirm, within the prescribed period of time, the FLO Region or Backup FLO Region it wishes to be awarded a contract, all of its proposals proposing that same Resource will be deemed non-responsive and will be given no further consideration.

- (b) In the event that the bidder:
- i. does not respond within the prescribed period of time; or
 - ii. has indicated which of the FLO Region or Backup FLO Region it wishes to be awarded a contract;

the successful bidder for the remaining FLO Regions or Backup FLO Regions (the “Remaining Regions”) will be determined in the following manner.

For each Remaining Region, the proposal that passed Phases 1, 2 and 3 and that obtained the second highest combined evaluation score will be considered for award of a contract, provided that the Resource proposed in such proposal is not a Resource in another FLO Region or Backup FLO Region pursuant to contract to be awarded in accordance with Paragraph 4.1.09(a) and Subsection 4.1.08.

- (c) If there is no responsive proposal after the process set out in Paragraph 4.1.09 (b) for a Remaining Region, the proposal that passed Phases 1, 2 and 3 and that obtained the third highest combined evaluation score for such Remaining Region will be

considered for award of a contract, provided that the Resource proposed in such proposal is not a Resource in another FLO Region or Backup FLO Region pursuant to contract to be awarded in accordance with Paragraph 4.1.09(a) and Subsection 4.1.08.

Part 5. Security, Financial and Other Requirements

5.1 Security Requirement

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

- (a) the bidder, if the bidder is not an individual, must hold a valid organization security clearance as indicated in Part 6 - Resulting Contract;
- (b) the Resource requiring access to protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 6 - Resulting Contract.

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

5.2 Financial Capability

5.2.01 The bidder must have the financial capability to undertake this requirement. To determine the bidder's financial capability, the Contracting Authority may, by written notice to the bidder, require the submission of some or all of the financial information detailed below during the evaluation of proposals. The bidder must provide the following information to the Contracting Authority within ten (10) working days of the request or as specified by the Contracting Authority in the notice:

- (a) Audited financial statements, if available, or the unaudited financial statements (prepared by the bidder's outside accounting firm, if available, or prepared in-house if no external statements have been prepared) for the bidder's last three fiscal years, or for the years that the bidder has been in business if this is less than three years (including, as a minimum, the Balance Sheet, the Statement of Retained Earnings, the Income Statement and any notes to the statements).
- (b) If the date of the financial statements in 5.2.01 (a) above is more than five months before the date of the request for information by the Contracting Authority, the bidder must also provide the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement) as of two months before the date on which the Contracting Authority requests the information.
- (c) If the bidder has not been in business for at least one full fiscal year, the following must be provided:

- i. the opening Balance Sheet on commencement of business (in the case of a corporation, the date of incorporation); and
 - ii. the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement) as of two months before to the date on which the Contracting Authority requests the information.
- (d) A certification from the Chief Financial Officer or an authorized signing officer of the bidder that the financial information provided is complete and accurate.
- (e) A confirmation letter from all of the financial institution(s) that have provided short-term financing to the bidder outlining the total of lines of credit granted to the bidder and the amount of credit that remains available and not drawn upon as of one month prior to the date on which the Contracting Authority requests this information.
- (f) A detailed monthly Cash Flow Statement, covering all the bidder's activities (including the requirement) for the first two years of the requirement that is the subject of the RFP, unless this is prohibited by legislation. This statement must detail the bidder's major sources and amounts of cash and the major items of cash expenditures on a monthly basis, for all the bidder's activities. All assumptions made should be explained as well as details of how cash shortfalls will be financed.
- (g) A detailed monthly Project Cash Flow Statement covering the first two years of the requirement that is the subject of the RFP. This statement must detail the bidder's major sources and amounts of cash and the major items of cash expenditures, for the requirement, on a monthly basis. All assumptions made should be explained as well as details of how cash shortfalls will be financed.

5.2.02 If the bidder is a joint venture, the financial information required by the Contracting Authority must be provided by each member of the joint venture.

5.2.03 If the bidder is a subsidiary of another company, then any financial information required by the Contracting Authority in 5.2.01(a) to (f) must be provided by each level of parent company, to and including the ultimate parent company. Provision of parent company financial information does not satisfy the requirement for the provision of the financial information of the bidder and the financial capability of a parent cannot be substituted for the financial capability of the bidder itself, unless an agreement by the parent company to sign a "Parental Guarantee", as drawn up by Elections Canada, is provided with the required information.

5.2.04 Elections Canada reserves the right to request from the bidder any other information that Elections Canada requires to conduct a complete financial capability assessment of the

bidder.

- 5.2.05 If the bidder provides the information required above to Elections Canada in confidence while indicating that the disclosed information is confidential, then Elections Canada will treat the information in a confidential manner as permitted by Paragraphs 20(1) (b) and (c) of the Access to Information Act, R.S., 1985, c. A-1.
- 5.2.06 In determining the bidder's financial capability to fulfill this requirement, Elections Canada may require the bidder to provide security, at the bidder's sole expense, such as an irrevocable letter of credit from a registered financial institution drawn in favour of Elections Canada, a performance guarantee from a third party or some other form of security, as determined by Elections Canada.

5.3 Insurance Requirements

- 5.3.01 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.

Part 6 – Resulting Contract

Elections Canada File Number: ECSVT-RFP-13-0460
 Field Liaison Officers/Backup Field Liaison Officers



Procurement and Contracting Services
 30 Victoria Street, Gatineau, Quebec 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 two signed copies forthwith.

Contract No.: [insert at contract award]	
Title: To insert at contract award [Field Liaison Officer – FLO Region XX OR [Backup Field Liaison Officer – Backup FLO Region XX]	Date of Contract: [insert at contract award]
Term of Contract: [insert at contract award]	Financial Code: [insert at contract award]
Total Estimated Cost (incl. applicable sales tax) [insert at contract award]	Applicable Sales Tax: [insert at contract award]

ENQUIRIES & INVOICES

Office of the Chief Electoral Officer of Canada
 30 Victoria Street
 Gatineau, QC K1A 0M6

Contract enquiries to:	
[insert name and title at contract award] Procurement and Contracting Services	Tel No.
	E-mail
Send invoices to:	
[insert name, title and sector at contract award]	Tel No.
	E-mail

Contractor’s Name and Address:

[insert Contractor’s LEGAL NAME and ADDRESS at contract award]

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>[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>
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ARTICLES OF AGREEMENT

Article 1 Interpretation

Section 1.01 Definition

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 [verify and make required modification if Contractor’s proposal provides for different province or territory];

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

“Equipment” means the technology equipment listed in the attached *Annex G – List of Technology Equipment*;

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

“Personal Information” means information about an individual, including the types of information specifically described in the *Privacy Act*, R.S. 1985, c. P-21;

“Records” means any hard copy document or any data in a machine-readable format containing Personal Information;

“Representation Order” means a representation order proclaimed by the Governor in Council pursuant to Section 25 of the *Electoral Boundaries Readjustment Act*, which order will describe the boundaries and names of the federal electoral districts;

“Resource” means the Contractor, if it is an individual, or the individual specifically identified in Article 2 of these 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 and appendices referred to therein;

“Task” or “Tasks” means the additional work set out in Section 3.3 of the SOW;

“Task Authorization Form” means the Task Request and the Task Request Proposal

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once approved by the Contracting Authority in accordance with Article 8, a sample of which is attached hereto as Annex F;

“Task Request” means a request made by the Project 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 8.02.02; and

“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 these Articles of Agreement.

- 1.01.02 Unless the context clearly requires otherwise, 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;
 3. Annex B – Pricing Table;
 4. Annex C – General Conditions – Services;
 5. Annex D – Security Requirements Check List;

ARTICLES OF AGREEMENT

6. Annex E – Loan Agreement for Use of Equipment by Contractors;
7. Annex F – Task Authorization Form;
8. Annex G – List of Technology Equipment; and
9. Contractor’s proposal dated _____. **To be inserted at contract award**

Article 2 Statement of Work

- 2.01.01 The Contractor must perform the Work in accordance with the SOW. The Contractor certifies that the Work will be performed by himself or herself, or if the Contractor is not an individual, by the following individual: _____. **To be inserted at contract award**

Article 3 Period of Contract

Section 3.01 Term

- 3.01.01 Subject to Subsection 3.01.02, the term of the Contract will be from the Effective Date of the Contract until November 30, 2016 (the “Initial Term”).
- 3.01.02 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 for thirty (30) calendar days following the polling day of such Electoral Event.

Section 3.02 Option to Extend

- 3.02.01 The Contractor grants to Elections Canada two (2) irrevocable options to extend the Term. Each option is for up to a twelve (12) month period under the same terms and conditions, and at the rates specified in the Basis of Payment herein. The Contracting Authority may exercise an option at any time by sending a written notice to the Contractor at least fifteen (15) calendar days before the Contract expiry date or any extension thereof.
- 3.02.02 Upon exercising each option, the amount stated as the “the total estimated cost (incl. applicable taxes)” on the first page of the Contract shall be deemed to be increased to include the amount set out in Subsection 9.02.02.

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Section 3.03 Termination for Convenience

- 3.03.01 If the *Canada Elections Act* is amended to include field liaison officers as election officers, Elections Canada, at its option, will exercise its right to terminate the Contract for convenience in accordance with Article 19 of *Annex C – General Conditions – Services*.

Article 4 Authorities.

Section 4.01 Contracting Authority

- 4.01.01 The Contracting Authority for the Contract is:

To be inserted at contract award

Senior Advisor

Procurement and Contracting Services

Elections Canada

30 Victoria Street

Gatineau, QC K1A 0M6

Tel: (819) To be inserted at contract award

Fax: (819) 939-1532

E-mail: To be inserted at contract award

- 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. 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 Project Authority

- 4.02.01 The Project Authority for the Contract is:

To be inserted at contract award

Elections Canada

Tel: (819)

Fax:

E-mail:

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- 4.02.02 The Project 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 Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.
- 4.02.03 Elections Canada may change the name of the representative designated as Project Authority by sending a written notice to the Contractor.

Article 5 Contractor's Representative

Section 5.01 Point of Contact

- 5.01.01 The SPOC between the Contractor and Elections Canada is:

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

- 5.01.02 The SPOC must liaise with the Contracting Authority and the Project Authority and will be the first point of contact in terms of:
- (a) managing any business issues with the Project Authority and any Contract issues with the Contracting Authority;
 - (b) managing the day to day operational issues and technical requirements; 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 and suggest improvements.

Article 6 Security Requirements

Section 6.01 Requirements

- 6.01.01 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.

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- 6.01.02 The Resource requiring access to protected information, assets or work site(s) must hold a valid "RELIABILITY STATUS" granted or approved by Elections Canada.
- 6.01.03 The Contractor must comply with the provisions of the Security Requirements Check List, attached at Annex D.
- 6.01.04 The Contractor acknowledges that in the course of performing the Work, the Resource will receive and store protected information and assets at the Resource's home or office. The Contractor shall take all required steps to ensure that the following requirements regarding the handling and safeguarding of such protected information and assets are complied with:
- (a) The Resource shall mark protected information in accordance with the standards detailed in section 502 of the Industrial Security Manual (latest edition). <http://ssi-iss.tpsgc-pwgsc.gc.ca/msi-ism/msi-ism-eng.html>.
 - (b) The Resource shall store protected information in a locked container. The Resource shall avoid storing protected information in the same container as negotiable or attractive assets.
 - (c) Keys to the locked container (whether it is an instrument, card, combination and code number used to open and close the container) shall be safeguarded.
 - (d) When protected information is removed from the locked container, the Resource shall not leave such protected information unattended and shall ensure that such protected information cannot be viewed, or discussion of it overheard in private or in public, by persons not possessing reliability screening and without a need-to-know.
 - (e) The Resource shall ensure that when not using the Equipment, other than the printer, they are safely locked physically and through password access controls. For purposes of physically locking the laptop computer, the Resource shall use the security lock cable supplied by Elections Canada.
 - (f) The Resource shall not remove from the Resource's home or office the Equipment as well as any other devices that contain protected information (e.g. USB stick) (collectively the "Devices"), except for travel that has been pre-authorized by the Project Authority. In such circumstances, the Resource must:
 - i. keep such Devices as carry-on luggage;

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- ii. attach luggage identification to the laptop;
 - iii. when traveling by car, lock the Devices in the trunk or hidden from view;
 - iv. when staying at a hotel, lock the laptop in the manner set out in paragraph (e) and place the other Devices in a secured storage area for valuables when not in use; and
 - v. when using the Devices in public areas, they shall not be left unattended. In addition, the Resource must avoid displaying private or confidential information on the screen of a Device or holding a conversation where private or confidential information can be overheard.
- (g) The Resource shall package and transmit any protected information and assets in accordance with the standards outlined at Annex 5-C of the Industrial Security Manual (latest edition). <http://ssi-iss.tpsgc-pwgsc.gc.ca/msi-ism/msi-ism-eng.html>. If the Resource chooses to hand-deliver protected documents, the Resource must be the one carrying the documents and must ensure to maintain personal control over them at all times.
- (h) The Resource shall not make reproductions in any form of protected information.
- (i) The Resource shall not destroy or dispose of any protected information and assets and shall return to Elections Canada such information and assets as per the instructions of the Project Authority.
- (j) If the Resource suspects or is aware of an actual breach or compromise of protected information and assets, it shall immediately notify the Contracting Authority.
- 6.01.05 An authorized representative of Elections Canada shall have the right to inspect, at reasonable intervals, the Resource's methods and facilities for compliance with the requirements of this Article 6. The Resource shall cooperate with the authorized representative and provide such information as the authorized representative may require in regard to any such inspections. Should Elections Canada determine that the Resource is not in compliance, it shall advise the Resource of the deficiencies and may, at its entire discretion, decide on any action to be taken, which action may be directing the Resource on how to remediate the deficiencies. The Resource shall have 10 calendar days to remediate any deficiencies and to provide proof that such

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deficiencies have been remediated to the authorized representative and the Contracting Authority.

- 6.01.06 In the event the Contractor has identified a Resource in Subsection 2.01.01, the Contractor shall take all required steps to ensure that Subsection 6.01.05 can be complied with.

Article 7 Elections Canada Services and Equipment

Section 7.01 Services

- 7.01.01 Elections Canada shall provide the Contractor with the following services to assist the Contractor in performing the Work:
- (a) Access to and use of training arranged by Elections Canada; and
 - (b) Access to and use of course materials.

Section 7.02 Equipment

- 7.02.01 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 E – Loan Agreement for Use of Equipment for Contractors* within ten (10) 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.
- 7.02.02 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 *Appendix C – Guidelines and Policies for Field Liaison Officers and Backup Field Liaison Officers*.

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- 7.02.03 The Contractor shall return the Equipment at the end of the Term or as otherwise instructed by the Project Authority.
- 7.02.04 For greater certainty, the equipment listed in the signed loan agreement shall be deemed to form part of what constitutes “EC Property” for the purposes of the General Conditions.

Section 7.03 Access to the Location of the Work

- 7.03.01 Except as otherwise provided elsewhere in the Contract, Elections Canada's facilities, equipment, documentation and personnel are not automatically at the disposal of the Resource. If access to government premises, computer systems (micro computer network), working space, telephones, terminals, documentation and personnel for consultation is required by the Resource to perform the Work requested by the Project Authority, the Project Authority will make arrangements to provide access to the Resource. The Resource must comply with all the conditions applicable at the Work site and must further ensure that the facilities and equipment are used solely for the performance of the Contract.

Article 8 Tasking

Section 8.01 Additional Tasks

- 8.01.01 The Project Authority may request that the Contractor provide Tasks. All Task Requests shall be authorised by the Contracting Authority in accordance with this Article.
- 8.01.02 Task Requests shall be prepared using the Task Authorization Form attached hereto as Annex F.

Section 8.02 Authorization Process

8.02.01 Step 1

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

8.02.02 Step 2

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

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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 Project Authority.

The Task Request Proposal shall include the following:

- (a) detailed description of the Tasks to be performed;
- (b) price proposal to complete the Tasks which shall be computed in accordance with the basis of payment provisions of this Contract including Annex B – Pricing Table with acceptable price support;
- (c) start and completion date(s) of the Tasks;
- (d) a Task Request number (serialized coding for new activity traceability), including original documents and amendments and the Contract number;
- (e) an estimate or an actual number of person-hours of effort required;
- (f) contacts: names, location, telephone numbers;
- (g) a timeframe by which the Task Request must be approved to meet the proposed deliverable dates; and
- (h) any other supporting details.

8.02.03 **Step 3**

The Project Authority shall notify the Contractor either that the request

- (a) has been rejected, or
- (b) has been submitted to the Contracting Authority for approval; or
- (c) has been approved and that the Contractor is authorized to commence the Task in accordance with the approved request.

8.02.04 **Step 4**

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The approved Task Request will be evidenced for administrative purposes only, through a formal amendment to the Contract.

Section 8.03 Changes to a Task Request

Once accepted, any changes required to a Task Request must be authorized in writing by the Contracting Authority, by using the identical procedure specified in this Article as if it was an original request. The new request shall highlight the required amendments.

Section 8.04 Task Request Completion/Procedures

- 8.04.01 The Contractor must monitor all Task Requests issued under the Contract.
- 8.04.02 Closure will be subject to the Project Authority acceptance of the completed Tasks.
- 8.04.03 If the Tasks are acceptable, the Project Authority will inform the Contractor to proceed with the Task Request closure, at the detailed final costs.
- 8.04.04 If at any time the Contractor believes that the Tasks specified in a Task Request have been completed, the Contractor must proceed as follows to request closure of the Task Request:
- (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 Form;
 - (b) The Contractor must submit a letter or an email to the Project Authority, with a copy to Contracting Authority, requesting closure of the Task Request with reference to the completion of the Tasks under the Task Authorization Form.

Section 8.05 Task Payment

- 8.05.01 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 9 Basis of Payment

Section 9.01 Contract Price

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9.01.01 The Contractor will be paid for the Work in accordance with the Pricing Table attached hereto as Annex B.

Section 9.02 Limitation of Expenditure

9.02.01 Elections Canada's total liability to the Contractor under the Contract for the Work performed during the Initial Term must not exceed \$_____ (**insert the amount at contract award**). Customs duties are included and any applicable sales tax is extra.

9.02.02 If Elections Canada exercises its option to extend the period of the Contract as per Section 3.02 of these Articles of Agreement, Elections Canada's total liability to the Contractor for the Work performed during each additional period of 12 months must not exceed \$_____ [**insert estimated amount for each option year (assumption that the amount is the same for each option year)**]. Customs and duties are included and any applicable sales tax is extra.

9.02.03 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 the Task Authorization Form.

9.02.04 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.

9.02.05 With respect to each of the amounts set out in Subsections 9.02.01 and 9.02.02, the Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

(a) when it is 75 percent committed, or

(b) four (4) months before the Contract expiry date, or

(c) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

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- 9.02.06 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 9.03 Applicable Sales Tax

- 9.03.01 The estimated amount of sales tax, if applicable, is included in the total estimated cost specified on page 1 of the Contract. The applicable sales tax is not included in the Contract Price but will be paid by Elections Canada as provided in Article 8 - Payments. The Contractor agrees to remit to the appropriate government agency any amounts of applicable sales tax paid or due.

Article 10 Information Reporting

Section 10.01 Form T1204

- 10.01.01 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.
- 10.01.02 To enable Elections Canada to comply with this requirement, the Contractor must provide the following information within fifteen (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

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(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.

10.01.03 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 11 Payment and Invoices

Section 11.01 Invoices Instructions

11.01.01 The Contractor must submit invoices in accordance with the Section 6.01 entitled "Invoice Submission" of *Annex C - General Conditions – Services*. Invoices cannot be submitted until all Work identified in the invoice has been completed.

11.01.02 Each invoice must be supported by:

- (a) A copy of time sheets to support the time claimed;
- (b) A copy of the invoices, receipts, vouchers for all direct expenses; and
- (c) Where the invoice relates to a Task authorized in accordance with Article 8, a copy of the Task Authorization Form.

11.01.03 The Contractor must forward the original of each invoice to the address shown on page 1 of the Contract for certification and payment.

Section 11.02 Payment

11.02.01 Elections Canada will pay the Contractor on a monthly basis for Work performed during the month covered by the invoice in accordance with the Contract if:

- (a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions set out in Section 11.01;
- (b) all such documents have been verified by Elections Canada; and
- (c) the Work performed has been accepted by Elections Canada.

Article 12 Travel and Living Expenses

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- 12.01.01 Subject to Subsections 12.01.03 and 12.01.04, the Contractor will be reimbursed the authorized travel and living expenses reasonably and properly incurred by the Resource in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses 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".
- 12.01.02 The Resource must obtain from the Project Authority prior authorization for all travel required pursuant to the Contract (and all related travel and living expenses). The Resource will submit to the Project Authority a travel plan in order to seek such authorization.
- 12.01.03 All payments are subject to government audit.
- 12.01.04 If the Resource resides outside of a radius of 100 kilometers from the closest border of the FLO Region or the Backup FLO Region to his or her residence, as the case may be, as such border existed before the proclamation of the 2013 Representation Order (the "100 KM Radius"), the Contractor is responsible to pay, at its own costs, the travel expenses incurred by the Resource to travel from his or her residence to the 100 KM Radius.
- 12.01.05 For greater certainty, if before the proclamation of the 2013 Representation Order, the Resource resides within the 100 KM Radius, and after the proclamation of the 2013 Representation Order, the border of the FLO Region or the Backup FLO Region, as the case may be, changes, and as a result of such change, the Resource then resides outside of the 100 KM Radius, in such circumstances the requirements set out under Subsection 12.01.04 will not apply.
- 12.01.06 During the Term, the Resource shall hold a valid driver's license to be able to travel to and within the FLO Region or the Backup FLO Region, as the case may be, as further set out in the SOW.

Article 13 Audit

Section 13.01 Discretionary Audit

- 13.01.01 The amount claimed under the Contract, as computed in accordance with the basis of payment, including time charged, is subject to audit before or after payment is made.

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Section 13.02 Payment Adjustment

- 13.02.01 Any payments made pending completion of the audit must be regarded as interim payments only and must be adjusted to the extent necessary to reflect the results of the said audit. If there has been any overpayment, the Contractor shall repay Elections Canada the amount found to be in excess immediately upon demand.

Article 14 Insurance

Section 14.01 Insurance

- 14.01.01 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.

Article 15 Certificates

Section 15.01 Certificates

- 15.01.01 Compliance with the certifications provided by the Contractor in its bid (the "Certificates") is a condition of the Contract and subject to verification by Elections Canada during the Term. 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.

Section 15.02 Proactive Disclosure of Contracts with Former Public Servants

- 15.02.01 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* *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 Contracting Policy Notice: 2012-2* of the Treasury Board Secretariat of Canada.

Article 16 Avoidance of Political Partisanship

Section 16.01 No Political Partisanship

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16.01.01 The Contractor represents and warrants that:

- (a) he/she or its officers and employees who will be responsible of 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, territorial or municipal level. Politically partisan activities include actively or publicly supporting or opposing the election of any federal, provincial, territorial or municipal political party or candidate for federal, provincial, territorial or municipal elective office, or any federal, provincial, territorial or municipal 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, territorial or municipal political party nor any candidate for federal, provincial, territorial or municipal elective office, nor any person, body, agency or institution with politically partisan purposes or objectives at the federal, provincial, territorial or municipal level, nor any federal, provincial, territorial or municipal referendum committee, where the performance or supervision of such work raises a reasonable apprehension of political partisanship.

16.01.02 Subsection 16.01.01 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 17 Applicable Laws

Section 17.01 Applicable Laws

17.01.01 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. [Verify and make required modification if Contractor's proposal provides for different province or territory.]

Section 17.02 Access to Lands subject to Comprehensive Land Claims Agreements

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- 17.02.01 The Contractor acknowledges that in the course of performing the Work, it may have to enter or access lands that are subject to Comprehensive Land Claims Agreements. The Contractor must comply with any conditions attached to the right of access to such lands as may be prescribed by the applicable Comprehensive Land Claims Agreements.

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 as the Resource 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.

Article 19 Access to Information

- 19.01.01 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.

Article 20 Handling of Personal Information

Section 20.01 Ownership of Personal Information and Records

- 20.01.01 To perform the Work, the Contractor will be provided with and/or will be collecting Personal Information from third parties. The Contractor acknowledges that it has no rights in the Personal Information or the Records and that Elections Canada owns the Records. On request, the Contractor must make all the Personal Information and Records available to Elections Canada immediately in a format acceptable to Elections Canada.

Section 20.02 Use of Personal Information

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20.02.01 The Contractor agrees to create, collect, receive, manage, access, use, retain, and dispose of the Personal Information and the Records only to perform the Work in accordance with the Contract.

Section 20.03 Collection of Personal Information

20.03.01 If the Contractor must collect Personal Information from a third party to perform the Work, the Contractor must only collect Personal Information that is required to perform the Work. The Contractor must collect the Personal Information from the individual to whom it relates and the Contractor must inform that individual (at or before the time when it collects the Personal Information) of the following:

- (a) that the Personal Information is being collected on behalf of, and will be provided to, Elections Canada;
- (b) the ways the Personal Information will be used;
- (c) that the disclosure of the Personal Information is voluntary or, if there is a legal requirement to disclose the Personal Information, the basis of that legal requirement;
- (d) the consequences, if any, of refusing to provide the information;
- (e) that the individual has a right to access and correct his or her own Personal Information; and
- (f) that the Personal Information will form part of a specific personal information bank (within the meaning of the *Privacy Act*), and also provide the individual with information about which government institution controls that person information bank, if the Contracting Authority has provided this information to the Contractor.

20.03.02 The Contractor, its subcontractors, and their respective employees must identify themselves to the individuals from whom they are collecting Personal Information and must provide those individuals with a way to verify that they are authorized to collect the Personal Information under a Contract with Elections Canada.

Section 20.04 Statutory Obligations

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- 20.04.01 The Contractor acknowledges that Elections Canada is required to handle the Personal Information and the Records in accordance with the provisions of the federal *Privacy Act*, *Access to Information Act*, R.S. 1985, c. A-1, and *Library and Archives of Canada Act*, S.C. 2004, c. 11. The Contractor agrees to comply with any requirement established by the Contracting Authority that is reasonably required to ensure that Elections Canada meets its obligations under these acts and any other legislation in effect from time to time.
- 20.04.02 The Contractor acknowledges that its obligations under the Contract are in addition to any obligations it has under the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, or similar legislation in effect from time to time in any province or territory of Canada. If the Contractor believes that any obligations in the Contract prevent it from meeting its obligations under any of these laws, the Contractor must immediately notify the Contracting Authority of the specific provision of the Contract and the specific obligation under the law with which the Contractor believes it conflicts.

Part 6 – Annex A

STATEMENT OF WORK

1. Definitions

- 1.1. Unless the context clearly requires otherwise, the capitalized terms used in the Statement of Work (SOW) shall have the definitions assigned to them in the Contract or in this Section 1.1. These definitions shall apply equally to both the singular and plural forms of the terms defined, and words of any gender shall include both genders when appropriate.

Backup FLO	if the “Title” box on the first page of the Contract refers to “Backup Field Liaison Officer” and identifies a Backup FLO Region, means the Contractor.
Backup FLO Region	if a Backup FLO Region has been identified in the “Title” box on the first page of the Contract, means the region which the Contractor supports and which is comprised of the Electoral Districts.
CEO	means the Chief Electoral Officer of Canada.
Electoral Districts	means the electoral districts listed in the attached <i>Appendix A – List of Electoral Districts within the FLO Region or Backup FLO Region</i> , as such list may be amended by Elections Canada, after the proclamation of the Representation Order, to reflect any changes brought to the boundaries and names of the federal electoral districts as a result of the electoral redistribution process. The Contracting Authority shall notify the Contractor in writing of the changes made to <i>Appendix A – List of Electoral Districts within the FLO Region or Backup FLO Region</i> and the amended Appendix A shall be effective on the date of such written notice.
Electoral Event	means a federal general election, federal by-election or federal referendum, as more particularly described in Section 1.2.
FLO	if the “Title” box on the first page of the Contract refers to “Field Liaison Officer” and identifies a FLO Region, means the Contractor.

Field Personnel	means individuals holding the following positions: returning officer (RO), assistant returning officer (ARO), additional assistant returning officer (AARO), recruitment officer, receptionist, revision supervisor, revising agent, automation coordinator (AC), training officer, special ballot coordinator (SBC), office coordinator, community relations officer (CRO), office clerk, or election officers appointed pursuant to section 22 of the <i>Canada Elections Act</i> .
FLO Region	if a FLO Region has been identified in the “Title” box on the first page of the Contract, means the region which the Contractor supports and which is comprised of the Electoral Districts.
Instructions	means any instructions issued to ROs by the CEO in accordance with paragraph 16(c) of the <i>Canada Elections Act</i> , including, without limitation, the instructions set forth in the reference materials that are listed in the attached <i>Appendix B – Field Personnel Instructions and Reference Materials</i> and made available to ROs by accessing the following website: http://www.elections.ca/content.aspx?section=res&dir=pub/ecdocs&document=index&lang=e .
Pre-Event Planning Tasks	means any pre-event planning tasks to be completed by ROs from time to time at the request of Elections Canada in anticipation of the next Electoral Event, which include but are not limited to tasks such as locating a potential election office for a RO and any AARO; identifying potential office staff for the RO offices; confirming printers for ballots, lists of electors and voter information cards; reviewing polling division boundaries and identifying potential polling sites.
RO	means a returning officer appointed by the CEO pursuant to subsection 24(1) of the <i>Canada Elections Act</i> to an electoral district within the FLO Region or the Backup FLO Region, as the case may be. The electoral districts associated with these ROs are identified in the attached <i>Appendix A – List of Electoral Districts within the FLO Region or Backup FLO Region</i> .

1.2. For the purposes of this SOW, an Electoral Event will be considered to have begun when either of the following has occurred:

- (a) the writ is issued, or

(b) the Project Authority has provided a written notice to that effect,

whichever occurs first, and ends when ROs close their offices.

2. Scope of Work

The FLO will provide services and expertise to Elections Canada between and during Electoral Events by providing guidance and support to ROs and their staff to ensure compliance with the provisions and principles of the *Canada Elections Act* and the *Referendum Act* and the Instructions of the CEO within the FLO Region.

The Backup FLO will provide services and expertise to Elections Canada, as and when requested by the Project Authority, between and during Electoral Events by providing guidance and support, as required, to ROs and their staff within the Backup FLO Region.

The FLO and the Backup FLO will also provide services to Elections Canada, on an as requested basis in accordance with a Task Authorization Form, in connection with the implementation and delivery of public education and information programs to make the electoral process better known to the public and the dissemination of information to the public relating to Canada's electoral process, the democratic right to vote and how to be a candidate.

3. Services – FLO

3.1. Services Outside of Electoral Events

During periods outside of Electoral Events, the FLO shall provide any of the services set out in this Section 3.1 in the FLO Region, as and when requested in writing by the Project Authority, which notice shall be provided at least ten calendar days before the date that such services are required.

3.1.1. The FLO shall provide advice and support to ROs while they carry out Pre-Event Planning Tasks, by:

- (a) providing email, telephone or on-site assistance, where required and requested by the RO or Elections Canada, to offer practical advice on how to implement a particular Pre-Event Planning Task within their Electoral District;
- (b) ensuring that the ROs complete the Pre-Event Planning Tasks in accordance with the Instructions and the timetable issued periodically by Elections Canada to ROs;

- (c) providing to the Project Authority periodic status reports throughout the performance of the Pre-Event Planning Tasks within the FLO Region, which reports will outline:
 - i. the current status of the task;
 - ii. any risks associated with the timely completion of the task or the quality of the work being completed;
 - iii. challenges faced by ROs within the FLO Region; and
 - iv. any corrective measures that must be implemented by ROs in order to complete the Pre-Event Planning Tasks in accordance with the Instructions;
- (d) assisting ROs in the implementation of the corrective measures identified in Subparagraph 3.1.1(c) iv. that were approved by Elections Canada; and
- (e) sharing best practices relating to the performance of Pre-Event Planning Tasks within the FLO Region.

3.1.2. The FLO shall participate in the training of ROs and AROs, by:

- (a) providing an orientation session to ROs and AROs prior to the individuals participating in the training session for new ROs and AROs to be held by Elections Canada, all in accordance with the “Orientation Session for New Returning Officers and Assistant Returning Officers – Instructions for Field Liaison Officers” set forth in the attached *Appendix C – Guidelines and Policies for Field Liaison Officers and Backup Field Liaison Officers*, to review such topics as, but not limited to, basic information about Elections Canada, the duties and responsibilities of ROs, the basic elements of the federal electoral process, the Pre-Event Planning Tasks undertaken by their predecessor in the Electoral District and the status of event readiness in that Electoral District;
- (b) confirming to Elections Canada that the orientation session referred to in Paragraph 3.1.2(a) has taken place and that it has occurred before the date of the full training session held by Elections Canada, as such date has been communicated by Elections Canada to the FLO;
- (c) communicating in writing to Elections Canada, following the orientation session referred to in Paragraph 3.1.2(a), any issues of concern to Field Personnel in that Electoral District as they prepare for the next Electoral Event; and

- (d) recommending to Elections Canada opportunities to continue the training of ROs and their staff, such as during by-elections, through continuous learning opportunities, etc.

3.1.3. In accordance with the “Regional Meetings – Instructions for Field Liaison Officers” set forth in the attached *Appendix C – Guidelines and Policies for Field Liaison Officers and Backup Field Liaison Officers*, the FLO will:

- (a) identify suitable facilities for the holding of regional meetings with Field Personnel acting within their FLO Region, to discuss topics that will affect their work or to consult them on such topics;
- (b) invite the participants to the regional meeting;
- (c) coordinate with Elections Canada the confirmation of the participants’ attendance and the necessary travel arrangements;
- (d) distribute to the participants any advance material provided by Elections Canada;
- (e) participate in the regional meeting; and
- (f) following the session, confirm with Elections Canada the names of all participants.

3.1.4. In connection with the selection of new ROs,

- (a) the FLO shall act as a member of a selection committee and shall conduct the following tasks in accordance with the “Assessment Instructions; Reference Check Instructions; and Screening Instructions” set forth in the attached *Appendix C – Guidelines and Policies for Field Liaison Officers and Backup Field Liaison Officers*:
 - i. receive applications from potential candidates for the position;
 - ii. screen applications to identify which applicants should be invited to the assessment phase;
 - iii. develop a consensus with the other members of the committee on which applicants will be invited to the assessment phase;
 - iv. interview screened applicants at the location, date and time determined by the Project Authority;

- v. conduct reference checks on those applicants who are deemed qualified for the position; and
 - vi. participate in the development of the committee's consensus reports throughout the selection process.
- (b) the FLO may also be required to complete any or all of the following tasks:
- i. identify suitable facilities where interviews and written exams can be held;
 - ii. invite the screened candidates to these activities;
 - iii. prepare the necessary materials for the other members of the committee to use at the interview phase;
 - iv. retain the services of a clerk to supervise the written exams, subject to the terms of the Contract relating to subcontracting;
 - v. prepare the consensus reports for the committee at each step of the process; and
 - vi. consolidate all documentation prepared by committee members during the selection process, in files to be provided to Elections Canada at the end of the process.
- 3.1.5. The FLO shall contribute his or her expertise to the improvement of the federal electoral process by:
- (a) being available to participate in focus groups and consultation sessions, as required, in order to provide input on any changes being contemplated by Elections Canada to procedures, processes or systems to be used by Field Personnel at future Electoral Events, and to ensure that such changes can be easily implemented in the field and that such changes reflect the reality of circumstances with which Field Personnel must work in the FLO Region;
 - (b) identifying deficiencies and problematic issues with business processes and practices currently in place and bringing these to the attention of Elections Canada with a view to resolving them before an Electoral Event or Pre-Event Planning Tasks are held;

- (c) being available to participate in field liaison officer group meetings or post-Electoral Event evaluation sessions in Ottawa or elsewhere and making recommendations to Elections Canada for improvements to the legislation, procedures, processes or systems governing the federal electoral process, so as to improve the efficiency, ease and effectiveness of the work to be undertaken by Field Personnel within the FLO Region;
 - (d) participating in periodic conference calls organized by Elections Canada to report on the state of event readiness within the FLO Region and to raise issues and concerns from the Field Personnel within the FLO Region;
 - (e) conducting research on any topic being studied by Elections Canada which affects the work carried out by Field Personnel or attending electoral international conferences or electoral observation missions on behalf of Elections Canada to gather information on electoral processes in other jurisdictions, which processes could be adapted for federal electoral events;
 - (f) soliciting feedback from the Field Personnel on potential improvements to the federal electoral process and bringing these forward to Elections Canada; and
 - (g) sharing best practices among the ROs in the FLO Region.
- 3.1.6. The FLO must be available to attend any briefing sessions, meetings, focus groups, consultations and sessions referred to in Subsection 3.1.5, which may occur anywhere in Canada.
- 3.1.7. The FLO shall contribute its expertise to ROs by providing support by telephone, email, fax or in person, as appropriate, on any questions ROs may have during the performance of their duties.
- 3.1.8. The FLO shall perform any other similar support services as may be requested and communicated in writing from time to time by the Project Authority.
- 3.1.9. The FLO shall inform the Project Authority immediately should he or she become unable to perform the services contained in this Section 3.1 for any reason.

3.2. Services During Electoral Events

During an Electoral Event, the FLO shall provide any of the services set out in this Section 3.2 in the FLO Region.

- 3.2.1. The FLO shall be available on a 24-hour, seven days per week basis throughout the Electoral Event to perform the Work in the FLO Region, and, upon a three hours' notice, shall be able to travel to the FLO Region, to support the Field Personnel within their respective Electoral Districts, as required, to help the ROs carry out their mandate, by:
- (a) responding to requests from ROs for information, guidance or advice;
 - (b) helping ROs and their staff resolve problematic situations that arise by discussing available options and analyzing the impact of each option on the effective delivery of the Electoral Event, in accordance with the Instructions;
 - (c) assisting ROs in preparing proposals to Elections Canada following a risk-and-options analysis, in order to resolve a problematic situation;
 - (d) assisting ROs in the development of strategies to recruit sufficient numbers of poll officials where statutory sources are unable to meet their needs;
 - (e) assisting with the placement of ads in local newspapers, when requested by the Project Authority, for the recruitment of poll officials where shortfalls are experienced;
 - (f) providing practical solutions to Field Personnel to the resolution of problems, drawing on the FLO's prior experience in electoral administration and knowledge of the FLO Region;
 - (g) helping ROs seek from Elections Canada the necessary authorizations that may be required to resolve a situations or issues that arise;
 - (h) helping ROs develop contingency plans to ensure that all polls will open on time and remain open throughout the advance polling days and polling day;
 - (i) motivating the Field Personnel within the FLO Region to conduct their activities in a professional and positive atmosphere, while respecting service-delivery objectives set by Elections Canada for electors, political parties and candidates;

- (j) assisting ROs in the implementation of corrective measures required to achieve an effective delivery of the Electoral Event in accordance with the Instructions, as required or requested by the Project Authority; and
- (k) sharing best practices among the ROs in the FLO Region.

3.2.2. The FLO shall monitor and assess the quality and timeliness of service delivery within the FLO Region, by:

- (a) monitoring statutory activities in RO offices and AARO offices, in accordance with the “Returning Officer’s Aide-Memoire” and the *Canada Elections Act* or *Referendum Act*, as referred to in the Instructions;
- (b) visiting RO offices and AARO offices periodically to assess the state of client-service delivery and discussing corrective measures that the FLO deems necessary, where appropriate, with the RO;
- (c) attending a sampling of training sessions for poll officials, wherever possible, to help ROs evaluate the effectiveness of the sessions and to discuss adjustments that may be necessary in order to meet the objectives set by Elections Canada in the Training Officer’s Manual, as referred to in the Instructions. After attending each of these training sessions, the FLO shall submit a written evaluation report to Elections Canada, outlining the effectiveness of such sessions and any adjustments identified by the FLO and discussed with the ROs;
- (d) participating in daily conference calls organized by Elections Canada to report on the state of service delivery within the FLO Region and to raise issues and concerns from the Field Personnel within the FLO Region. The Project Authority reserves the right to adjust the frequency of these conference calls based on operational needs; and
- (e) studying various reports provided by Elections Canada analyzing trends and issues data in order to identify emerging issues within the FLO Region or potential problems that require corrective measures, and discussing these with the ROs concerned to determine the best course of action to be taken to address such emerging issues.

3.2.3. In consultation with the national media relations team of Elections Canada, the FLO shall act as an Elections Canada spokesperson, in accordance with the “Media Guidelines During a General Election” set forth in the attached *Appendix C – Guidelines and Policies for Field Liaison Officers and Backup Field Liaison Officers*, by:

- (a) responding to media inquiries at the Electoral District level;
 - (b) liaising with the regional media advisor in the FLO Region to ensure effective and prompt response to media inquiries;
 - (c) providing daily reports to Elections Canada on the issues raised by media within the FLO Region, and the types and frequency of media relations activities conducted;
 - (d) sharing with the regional media advisor in the FLO Region information on emerging issues or trends within the FLO Region which may generate media interest;
 - (e) receiving responses from Elections Canada to common media questions or key messages in Elections Canada's communications strategy and communicating such information to media representatives when responding to their inquiries; and
 - (f) when required, contacting the ROs to obtain or gather information to respond to media inquiries.
- 3.2.4. The Project Authority shall provide to the FLO the names and coordinates of the national and regional media advisors, as and when they change.
- 3.2.5. The FLO shall participate in the evaluation of ROs in accordance with the "Returning Officer Reappointment and Performance Evaluation Program" established by Elections Canada and set forth in the attached *Appendix C – Guidelines and Policies for Field Liaison Officers and Backup Field Liaison Officers*, by:
- (a) meeting with ROs, either by telephone or in person as per the instructions of the Project Authority, within ten calendar days after the launch of the performance evaluation initiative, to discuss the evaluation form and to clarify Elections Canada's expectations with regards to the performance indicators for which ROs will be evaluated;
 - (b) collecting data on certain performance indicators for each RO within the FLO Region, as instructed by Elections Canada;
 - (c) completing the evaluation grid that corresponds to each of the performance indicators identified in paragraph (b) above for each RO

within the FLO Region within 15 calendar days following an Electoral Event; and

- (d) meeting with ROs, either by telephone or in person as per the instructions of the Project Authority, within 30 calendar days following an Electoral Event to discuss their evaluation of the performance indicators identified in Paragraph 3.2.5 (b) and discuss strengths and weaknesses in anticipation of future Electoral Events.

- 3.2.6. The Project Authority shall provide to the FLO the applicable performance indicators for which ROs will be evaluated.
- 3.2.7. The FLO shall perform any other services related to the services specifically outlined in this Section 3.2 as may be requested and communicated in writing from time to time by the Project Authority.
- 3.2.8. The FLO shall inform the Project Authority immediately should he or she become unable to perform the services contained in this Section 3.2 for any reason.

3.3. Task Based Services

- 3.3.1. During the periods outside of Electoral Events, and in accordance with the Task Authorization Form, the FLO must provide additional services to Elections Canada in connection with:
 - (a) the implementation and delivery of public education and information programs to make the electoral process better known to the public; and
 - (b) the dissemination of information to the public relating to Canada's electoral process, the democratic right to vote and how to be a candidate.
- 3.3.2. Without limiting the scope of Subsection 3.3.1, the additional services referred to in Subsection 3.3.1 may consist of:
 - (a) participating in training sessions to be held by Elections Canada or by a third party approved by Elections Canada at such location determined by the Project Authority;
 - (b) delivering and disseminating outreach communication activities and initiatives with certain target groups, such as youth, Aboriginal, disabled

persons, ethno-cultural communities and Canadian immigrants, seniors and homeless persons;

- (c) participating in focus groups and consultation sessions with certain target groups identified by Elections Canada to discuss the electoral process and collect information on how to improve the ability to exercise the democratic right to vote; and
- (d) participating in the delivery and dissemination of outreach communication activities and initiatives with ROs, AROs or AAROs.

4. Services – Backup FLO

4.1. Services Outside of Electoral Events

During periods outside of Electoral Events, as and when requested in writing by the Project Authority, which notice shall be provided at least ten calendar days before the date that such services are required, the Backup FLO shall provide any of the services described in Section 3.1 in the Backup FLO Region.

4.2. Services During Electoral Events

During an Electoral Event, as and when requested in writing by the Project Authority, which notice shall be provided at least 24 hours before the date that such services are required, the Backup FLO shall provide any of the services described in Section 3.2 in the Backup FLO Region.

4.3. Task Based Services

- 4.3.1. During the periods outside of Electoral Events, and in accordance with the Task Authorization Form, the Backup FLO will provide the additional services set out in Section 3.3.

5. Code of Conduct

The Contractor shall, throughout the Term of the Contract, provide the services set out in Articles 3 and 4 in the manner set forth in this Section.

5.1. The Contractor shall maintain effective working relationships with ROs and Elections Canada, by:

- (a) dealing with all intervenors in the federal electoral process with respect;
- (b) acting with discretion at all times;

- (c) respecting the roles and responsibilities of all intervenors in the federal electoral process; and
- (d) fostering a positive and professional work environment.

6. Meetings

6.1. Orientation Session

- 6.1.1. The Contractor shall be available to participate in an initial orientation session to be held in Ottawa, Ontario or at any other location determined by the Project Authority. The orientation session will be held for up to five consecutive days. Elections Canada shall provide five calendar days' written notice of this orientation session.

6.2. Briefing Sessions

- 6.2.1. As and when requested by the Project Authority, the Contractor shall participate in briefing sessions to be held by Elections Canada either in Ottawa, Ontario or at any other location determined by the Project Authority. Elections Canada shall provide ten calendar days' advance written notice of such briefing sessions.

6.3. Meetings with Field Personnel

- 6.3.1. In addition to what has been specifically provided elsewhere in this SOW, as and when requested by the Project Authority, the Contractor shall coordinate and hold conference calls or other meetings with the Field Personnel, as required, throughout the Term of the Contract. Elections Canada shall provide ten calendar days' advance written notice of such calls or meetings.

7. Documents

- 7.1. The Contractor acknowledges that the documents set forth in the attached *Appendix C – Guidelines and Policies for Field Liaison Officers and Backup Field Liaison Officers* may be amended by Elections Canada from time to time. The Contractor shall implement the changes resulting from the amended guidelines upon receipt of same from the Project Authority.
- 7.2. The Contractor shall document his or her activities in relation to the Contract (all such documentation collectively referred to as "Work Documentation"), by:

- (a) keeping a log of all calls made or received from Field Personnel detailing the date and time of the call, the issues discussed, any actions taken and the outcome of the discussion;
 - (b) keeping, in electronic or paper format, files containing all correspondence (email, fax, letters, etc.), copies, drafts, working papers and notes pertaining to the work completed pursuant to the Contract for each Electoral District within the FLO Region or Backup FLO Region, as the case may be, or other activities undertaken by the Contractor in relation to the Contract; and
 - (c) keeping copies of all documents received pertaining to Pre-Event Planning Tasks conducted within the FLO Region or Backup FLO Region, as the case may be, as well as all documentation pertaining to these tasks.
- 7.3. During the Term of the Contract, the Contractor shall retain and shall not destroy any Work Documentation. Within 15 calendar days after the end of the Term of the Contract, the required Work Documentation shall be returned to Elections Canada as per the instructions of the Project Authority.
- 7.4. In the event that the Contractor is not the Resource, the Contractor shall take all required steps to ensure that the Resource will comply with the provisions set out in this SOW.



Elections Canada file number: ECSVT-RFP-13-0460
Field Liaison Officers/Backup Field Liaison Officers

Part 6 – Annex A – Appendix A

List of Electoral Districts within the Field Liaison Officer or Backup Field Liaison Officer Region

(to be inserted at contract award)

**PART 6 – PARTIE 6 ANNEX A – ANNEXE
 APPENDIX B – APPENDICE B**

**Field Personnel Instructions and Reference Materials
 Directives pour le personnel en région et matériel de référence**

<i>Canada Elections Act</i>	<i>Loi électorale du Canada</i>
<i>Federal Referendum Legislation</i>	<i>Législation référendaire fédérale</i>
Federal Elections Fees Tariff	Tarif des honoraires – élections fédérales
Returning Officer's Manual	Manuel du directeur du scrutin
Returning Officer's Aide-Memoire	Aide-mémoire du directeur du scrutin
Additional Assistant Returning Office Automated Workstation User's Guide	Guide de l'utilisateur – Poste de travail automatisé du bureau supplémentaire
Automation Coordinator Procedures Manual	Manuel des procédures du coordonnateur de l'informatisation
Event Results System User's Guide	Guide l'utilisateur du Système des résultats du scrutin
Financial Officer's Manual	Manuel de l'agent financier
REVISE User's Guide	Guide de l'utilisateur de RÉVISE
Returning Office Payment System (ROPS)/Sites User's Guide	Système de paiement au bureau du directeur du scrutin (SPBDS)/SITES Guide de l'utilisateur
Central Poll Supervisor's Manual	Manuel du superviseur de centre de scrutin
Guide for Community Relations Officers	Guide à l'intention des agents de relations communautaires
Deputy Returning Officer's and Poll Clerk's Manual (Ordinary Poll)	Manuel du scrutateur et du greffier du scrutin (Bureau ordinaire)
Deputy Returning Officer's and Poll Clerk's Manual (Advance Poll)	Manuel du scrutateur et du greffier du scrutin (Bureau de vote par anticipation)
Deputy Returning Officer's and Poll Clerk's Manual (Mobile Poll)	Manuel du scrutateur et du greffier du scrutin (Bureau itinérant)
Deputy Returning Officer's Manual (Voting by Canadian Forces electors)	Manuel du scrutateur (Le vote des électeurs des Forces canadiennes)
Deputy Returning Officer's Manual (Voting by incarcerated electors)	Manuel du scrutateur (Vote des électeurs incarcérés)
Deputy Returning Officer's Manual (Counting local special ballots)	Manuel du scrutateur (Dépouillement local des bulletins de vote spéciaux)
Information Officer's Manual	Manuel du préposé à l'information
Registration Officer's Manual	Manuel de l'agent d'inscription
Revision Supervisor's Manual	Manuel du superviseur de la révision
Manual for Revising Agents Using the REVISE System	Manuel des agents réviseurs assignés au système RÉVISE
Manual for Revising Agents Doing Targeted Revision	Manuel des agents réviseurs assignés à la révision ciblée
Manual for Revising Agents Using Forms	Manuel des agents réviseurs assignés à la révision sur papier
Liaison Officer's Manual (Voting by Incarcerated Electors)	Manuel de l'agent de liaison (Vote des électeurs incarcérés)
Special Ballot Coordinator's Manual	Manuel du coordonnateur des bulletins de vote spéciaux
Special Ballot Coordinator's Manual – Hospitals	Manuel du coordonnateur des bulletins de vote spéciaux en milieu hospitalier
Training Officer's Manual	Manuel du préposé à la formation

Part 6 – Annex A – Appendix C

Guidelines and Policies for Field Liaison Officers and Backup Field Liaison Officers

Part 6 – Annex A – Appendix C – C1

REGIONAL MEETINGS

Instructions for Field Liaison Officers

The Project Authority will provide field liaison officers (FLOs) with a schedule outlining the dates that the regional meetings in their respective regions will occur (the “Schedule”). Three types of sessions will be set up during these meetings.

1. Two-day sessions with returning officers (ROs), FLOs and field resource persons (FRPs).
2. One-day sessions to train financial officers (FOs), held at the same time as Day 1 of the RO session.
3. One-day sessions to train training officers (TOs) as well as the additional assistant returning officers (AAROs) who give training to poll officials (held at the same time as Day 2 of the RO session).

Duration

Each day of the RO session begins at 8:30 a.m. and runs until 5:00 p.m. Participants should plan to remain in a session until at least 5:00 p.m.; this will avoid any interruptions to free-flowing discussions.

The FLO Support Unit may include an evening session on Day 1, during which ROs can sit down with their FLO to discuss issues specific to their region. It will confirm this when it distributes the agenda.

The sessions for FOs and TOs run from 8:30 a.m. to 4:30 p.m.

If it would be preferable to begin the sessions at a later time – for example, to reduce the burden on participants who have to face heavy rush-hour traffic – you can adjust the agenda accordingly. If you do, be sure to advise the FLO Support Unit.

Logistics

Below are the logistical details relating to the sessions. Unless otherwise indicated, all documents pertaining to these sessions can be found in the Regional Meetings FLO public folder.

Purpose

The purpose of these sessions is to:

1. Share with ROs new procedures and processes to be introduced in the next general election.
2. Maintain our constant state of event readiness.
3. Continue building on the train-the-trainer program, which began in September 2009.

4. In response to requests made by ROs in recent years, train FOs in financial management at the local Elections Canada office and to use the Returning Office Payment System (ROPS).
5. Continue team and relationship building within regional teams.
6. Provide an opportunity for field staff to share best practices.
7. Hold open discussions in an atmosphere of collaboration and open-mindedness.

Facilitation

Sessions will be facilitated by four Elections Canada representatives.

Agenda

A draft agenda will be provided as soon as the FLO Support Unit has received input from the different sectors at Elections Canada. However, here is a general breakdown of the sessions.

The two-day session for ROs, FLOs and FRPs will provide:

- An update on the measures to be implemented at the next election as a result of the recent Canadian Human Rights Tribunal decision in the Hughes case.
- An update on any other procedures or processes that will be changed for the fall 2010 readiness cycle.
- An overview of the training that will be provided to FOs.

The FO for each electoral district will be invited to participate in the one-day session for FOs.

- It will help them become familiar with the ROPS application.
- They will also receive detailed training in financial management at a local Elections Canada office so that they can better support their ROs in this activity.

One TO for each electoral district, as well as all AAROs who give training to poll officials in their area of responsibility, will be invited to one day of training in how to use the training tools provided by Elections Canada.

- Participants will receive detailed training in the methodology established for training poll officials as well as the practical exercises developed by Elections Canada in consultation with field staff.
- The session will also cover the measures that will be implemented in the next election in response to the Human Rights Tribunal's decision: trainers will need to share them adequately with poll officials during their training sessions and have a good understanding of the issues.

Your Role

Once again, FLOs are asked to assist in making the logistical arrangements for these sessions, including inviting participants, in accordance with the instructions that follow.

The FLO from the region where a regional meeting will take place will handle the logistical arrangements and invite his or her region's participants. The other FLOs responsible for a geographical region will invite their own region's participants as soon as the location of the meeting has been confirmed.

You are all invited to participate in the discussions, as appropriate, during the two days of RO sessions, according to the Schedule provided. You will also have an opportunity to have lunch with the participants (ROs, FOs, TOs, AAROs, FRPs) during their training days.

Participants

The following individuals will be invited to participate in the regional meeting, in accordance with the Schedule:

1. All ROs and acting ROs from your region should be invited to attend the two-day session.
2. Should an RO not be able to attend, the ARO may attend instead. However, no other individual may substitute for an RO.
3. All AAROs who provide training to poll officials in their region should also be invited to attend the train-the-trainer session.
4. A list of current AAROs, called AARO Coordinates, is available in the Election Staff public folder. The FLO Support Unit continuously updates it as ROs appoint or confirm their AAROs.
5. To determine which AARO should be invited to attend this session, you will have to ask your ROs which AARO gives training to poll officials.
6. AAROs cannot be replaced by anyone else.
7. The FO for each electoral district will be invited to participate in the financial management training session.
8. ROs will soon be mandated to confirm the appointment of their FOs or appoint new ones, as the case may be. A list of FOs, called FO Coordinates, will then be made available in the Election Staff public folder.
9. One TO for each electoral district must be invited to attend the train-the-trainer session.
10. ROs will soon be mandated to confirm the appointment of their TOs or appoint new ones, as the case may be. A list of TOs, called TO Coordinates, will then be made available in the Election Staff public folder.
11. If more than one TO is appointed in a given electoral district, you will have to verify with the RO which one of them should be invited to the session. It is, unfortunately, not possible to invite more than one TO from each electoral district.
12. No other individual can replace a TO at this training session.

13. All FLOs are invited to attend the RO session(s) for their region. The Schedule indicates where backup FLOs should attend, but you are welcome to make other suggestions.
14. All FRPs will also be invited to participate in the RO session, and the Schedule indicates where this is appropriate. The FLO Support Unit will take care of inviting them and confirming their participation with the appropriate FLO. FRPs will make their own travel arrangements. (However, see Guest Rooms, below.)
15. Four (4) Elections Canada representatives will attend as facilitators. The list of facilitators will be provided in due course. They will make their own travel arrangements. (However, see Guest Rooms, below.)
16. Observers, authorized by Elections Canada, will also attend. The FLO Support Unit will add their names to the Schedule as they are confirmed, so please check it periodically and adjust your logistical arrangements, if necessary. The observers will make their own travel arrangements and hotel reservations.

Requirements

The FLO whose region includes the city in which the regional meeting is being held is asked to tentatively make the necessary logistical arrangements. He or she is responsible for finding a location for the meeting that meet the requirements set out below.

Once you have identified a suitable location, you must complete a Logistics form (see Appendix A) and send it immediately by e-mail to the FLO Support Unit for verification and approval. Once Elections Canada has approved the choice of meeting facility, it will be Elections Canada's responsibility to make the necessary payments and sign any contract required by the facility to reserve the rooms.

You should plan for the maximum number of participants at the outset (see the calculation formulas below) and modify it closer to the dates of the meeting, if required, once all of the confirmations are in.

When gathering pricing information from the meeting facility, FLOs outside the provinces of Ontario, British Columbia, Nova Scotia, New Brunswick or Newfoundland and Labrador must give the hotel our provincial sales tax exemption number or certificate as Elections Canada is provincial sales tax exempted for this type of contract. This information is available in the above-mentioned public folder.

Cancellation Penalty

In its initial discussions with the meeting facility, the FLO should attempt to negotiate a special cancellation clause for the scenario where a general election may force the cancellation of the regional meetings. In such instances, the cancellation clause could provide for a minimal or no penalty for an eventuality which is beyond Elections Canada's control, except perhaps for perishable foods which may already have been purchased by the hotel.

Meeting Rooms

Identify a facility that accommodates the two meeting rooms required as well as the necessary catering arrangements. (See Refreshments, below.) In addition, check whether the facility accepts payment by American Express credit card; include this information on the Logistics form.

The facility needs to meet the following requirements:

1. It should be located in an area of the city identified in the Schedule that is easily accessible for the participants of all regions involved. Consult your colleagues if necessary.

Since the size of the meeting room will vary depending on the size of the group, no specific budget has been set per meeting room per day. Try to find the best value in the area. Remember to ask the facility whether it has a standing offer with the federal government; you can also check Public Works and Government Services Canada's Accommodation Search Page at:

<http://rehelv-acrd.tpsgc-pwgsc.gc.ca/rechercher-search-eng.aspx>

In addition, confirm with the hotel that no construction will be going on during the time of the sessions.

2. The meeting rooms should be large enough to accommodate the number of participants and allow a comfortable circulation of people and air during the sessions. This is a very important aspect of these meetings. Please pay close attention to this detail, as many of the rooms used for the September 2009 regional meetings were too small. If possible, visit the hotel before finalizing an agreement.

To determine the size of the rooms, use the number of potential participants for each session as a starting point. (See formulas below.) These numbers can be adjusted based on the confirmations that the FLO Support Unit receives before the deadline set by the hotel in its contract.

Make sure that the rooms will be available after dinner on the evening before the sessions begin so that the facilitators and FLOs can set out the participants' handouts. Elections Canada will make arrangements for laptop computers to be available for the FOs' training on Day 1. They will need to be installed in the second meeting room the evening before that session begins.

First Meeting Room

Day 1: Number of participants: _____
(___ ROs + ___ FLOs + ___ FRPs + 2 facilitators + ___ observers)

Day 2: Number of participants: _____
(___ ROs + ___ FLOs + ___ FRPs + 2 facilitators + ___ observers)

Participants and observers should be seated at round tables of five, six, eight or ten, depending on the size of the group and the availability of these types of tables.

Remember to leave enough elbow room so that participants will be comfortable. Sometimes semi-round tables are preferable for this purpose – in other words, participants use the round half of the table so that they can all face the front of the room without having to constantly turn around.

A rectangular table is also required at the front of the room for two people plus their equipment (laptop and projector), without blocking the projection screen.

Second Meeting Room

Day 1: Total number of participants: _____
(___ FOs + 1 facilitator + ___ observers)

Participants and observers should be seated at rectangular tables in a classroom-type arrangement, according to the size of the group. (See the point made on the previous page about installing laptop computers the evening before.) Remember to leave enough elbow room so that participants will be comfortable.

A rectangular table is also required at the front of the room for the facilitator and his or her equipment (laptop and projector).

Example:

Facilitator

Table 1	Table 2
Chairs	Chairs

Table 3	Table 4
Chairs	Chairs

Table 5	Table 6
Chairs	Chairs

Table 7	Table 8
Chairs	Chairs

Day 2: Total number of participants: _____
(____ TOs + ____ AAROs + 1 facilitator + ____ observers)

Participants and observers should be seated at round tables of five, six, eight or ten, depending on the size of the group and the availability of these types of tables. (This means that the meeting room will have to be rearranged on the evening of Day 1.) Remember to leave enough elbow room so that participants will be comfortable.

A small rectangular table is also required for the trainer's laptop and projector.

3. The facility should provide water pitchers and glasses, as well as a writing pad (where available), for each participant.

Audiovisual Equipment

The following audiovisual equipment is required for both days in both rooms:

- The facilitators will bring two PowerPoint projectors to the session. Ask the hotel to provide extension cords, if possible.
- The region FLO's laptop will need to be borrowed to load the PowerPoint presentation in the RO session room. The facilitators will bring their own laptops for the other room.
- One projection screen must be rented from the hotel for each meeting room. They may already be available (i.e. as wall-mounted screens or televisions).
- If you believe, because of the size of a room or the number of participants, that a sound system should be available, please advise the FLO Support Unit as soon as possible. It will make the necessary arrangements.
- Two flip charts are required for each day in each room. These are available at most hotels, which usually provide one or more free of charge or make them available for rent. Any rental cost should be added to the facilities contract.
- High-speed or wireless Internet is required for both days in the second meeting room.

Refreshments

You should arrange for the hotel to set out refreshments (coffee, tea, juice and/or soft drinks) at 8:00 a.m., 10:00 a.m. and 3:00 p.m. each day. They can be served in the meeting rooms or in an adjacent space.

Use the following guidelines to determine the quantities required:

- **Coffee** – Calculate according to the number of participants for the two morning breaks and half the number of participants for the afternoon break.
- **Tea** – Calculate at half the number of participants for each break, unless you know that your participants prefer more.
- **Variety of common juices (sweetened and unsweetened)** – Base on half the number of participants. Most hotels charge for actual consumption. If this is not the case at the chosen facility, consider using half the number of participants as a guide. Juices should be provided at the morning breaks only.

- **Variety of common soft drinks (regular and sugar-free)** – Base on the number of participants. Most hotels charge for actual consumption. If this is not the case at the chosen facility, consider using half the number of participants as a guide. Soft drinks should be provided for the afternoon break only.
- **Snack** – You can add muffins, cookies, fruit, etc. for the 10:00 a.m. and 3:00 p.m. breaks if you are able to negotiate a reasonable cost for this additional expense. Quantities should be based on the number of participants, or less, depending on your group's usual preferences.

Group Lunch

A group lunch should be arranged, preferably in the same hotel or other facility or in a nearby restaurant, for both days, at approximately 12:00 p.m. One hour is set aside on the agenda for this activity.

Lunch should not cost more than \$20.00 per participant (excluding taxes), and it should be included in the meeting facility's catering contract if it is served there. If not, it will be paid with an Elections Canada American Express credit card. (Please check with the restaurant whether it accepts this card and advise the FLO Support Unit if it does not.)

Lunch should not be served in the meeting rooms if at all possible, unless otherwise advised. Participants always appreciate a change of scenery, and this affords the two groups a better opportunity to mingle. No alcoholic beverages are permitted.

Dinner

Even though there may be an evening session for ROs on the first day of their session, no group dinner is arranged. Participants are free to eat wherever they like, and they are asked to come back to the evening session at the appointed time.

Guest Rooms

When searching for a suitable facility to hold a regional meeting, take into consideration the fact that a block of rooms will need to be available for some participants to stay overnight. The facility will want to know the number of room nights required for each day, starting with the night before the sessions begin. Once again, use as a starting point the number of participants who might require a room. Elections Canada will confirm the total number of room nights with the hotel.

The following breakdown and accompanying table will help you determine the number of room nights required:

- Number of ROs who might need a room the night before Day 1 of their session.
- Number of ROs who might need a room the night after Day 1 of their session.
- Number of ROs who might need a room the night after Day 2 of their session (i.e. they live more than two hours away from the hotel, and they may want to stay until the next day).
- Number of AAROs, TOs and FOs who might need a room the night before their session.

- Number of AAROs, TOs and FOs who might need a room after their session (i.e. they live more than two hours away from the hotel, and they may want to stay until the next day).

Type of Participant	Number of Rooms Needed the Night Before a Session		Number of Rooms Needed the Night After a Session/ After Day 1 of the Session		Number of Rooms Needed the Night After Day 2 of the Session	
	(Date)	(Date)	(Date)	(Date)	(Date)	(Date)
RO	0	0	0	0	0	0
AARO	0	0	0	0	n/a	n/a
TO	0	0	0	0	n/a	n/a
FO	0	0	0	0	n/a	n/a
FLO	0	0	0	0	0	0
FRP	0	0	0	0	0	0
Facilitator	4	0	4	0	4	0
Total	4	0	4	0	0	0

Consultations will be required with any other FLO involved in a regional meeting so that he or she can estimate the number of room nights required for that region's participants as well.

Elections Canada will provide the hotel with a rooming list (confirmation of participants who require a room) once it has received travel request forms from all participants.

Although rooms should be included for FLOs and FRPs, where required, they should *not* be billed to Elections Canada. They must be paid for by these people personally, in accordance with their contracts.

Please reserve four (4) additional rooms for Elections Canada personnel as well, except when a regional meeting is held in Ottawa. These personnel will arrive the evening before the first day of sessions and leave the day after the second day of sessions. Their names will be included in the above-mentioned rooming list in due course.

Observers will reserve their own rooms once the FLO Support Unit gives them the dates and location of the meeting.

Should the facility where the meeting is being held not be able to provide a sufficient number of rooms, you should indicate on the Logistics form whether a block of rooms is available in a nearby facility (within walking distance). Elections Canada is responsible for entering into a separate contract with this second facility.

Confirmation of Participants

You will find a template invitation for each category of participant in the Regional Meetings public folder. Once the regional FLO has made the necessary arrangements with the hotel and provided these details, you can copy and paste the text into a group e-mail for participants who have an e-mail address – for example, one e-mail to all ROs. You may need to make some changes to the text, as some paragraphs or sentences may not be required for your participants. If a participant does not have an e-mail address, please identify the most efficient method for sending the invitation to that individual.

Each FLO is responsible for inviting his or her participants. You must contact each RO first by telephone to confirm his or her availability, then advise the RO that you will be contacting his or her staff members. Should an RO prefer to contact his or her staff personally, that is acceptable, but it is important that you receive confirmation of their availability as quickly as possible.

Contact participants by telephone initially and invite them to participate in the appropriate sessions. Then follow up by e-mailing a letter of invitation to each person. Be sure to copy (cc) the RO. Immediately afterward, forward each invitation (group or individual) to the FLO Support Unit.

Include the following documents as attachments to your e-mail:

1. Confirmation of Participation and Travel Request Form (also called the Confirmation and Travel Request Form)
2. Rates for Travel and Living Expenses
3. Travel Expense Claim and Time Sheet (EC 09680)

If you cannot reach someone by e-mail, send the invitation and accompanying documents by fax or mail.

If any RO is unable to attend the RO session, you should document the reason why in an e-mail to the FLO Support Unit. Then invite the ARO to attend in the RO's absence. (The ARO would be paid as an ARO, not as an RO.)

Each participant must complete a Confirmation and Travel Request Form, whether or not they will be claiming travel expenses. This form is also used to confirm his or her attendance. You should send the participants the form as soon as possible, and by the quickest means possible. It is critical that you receive the Confirmation and Travel Request Form back from each participant in a timely manner so that you can verify that it is complete and meets the requirements.

As soon as you receive each Confirmation and Travel Request Form, send it on to the FLO Support Unit by e-mail. If you receive a form by fax, scan it into a PDF file and send it by e-mail.

Travel Arrangements

Receiving the Confirmation and Travel Request forms from participants quickly will also allow you to ensure that all necessary travel and logistical arrangements are made as expeditiously as possible and to confirm the exact number of participants per session.

Remember that the hotel will need a room list by a specific date, so travel arrangements must be made before the FLO Support Unit can confirm the room requirements.

When the FLO Support Unit receives the completed Confirmation and Travel Request forms, our staff will arrange for the necessary train or air reservations (where required) with our travel agency. An itinerary will then be sent to each participant (by e-mail or other method); a copy will also be sent to the FLO for that region (to the FLO Support Unit) as confirmation that the travel arrangements have been made.

Participants travelling in their own vehicles will not receive a confirmation of their travel arrangements. Their completed forms confirm their participation.

In addition, as previously stated, our staff will confirm with the hotel how many participants require a room from the reserved block of rooms, and for which dates, before the confirmation deadline. The FLO Support Unit will send you a copy of this list. Please confirm the bookings with the appropriate participants.

Meeting Materials

All materials required for the sessions will be shipped directly to the hotel so that the meeting rooms can be set up the evening before the sessions.

You will be advised how many boxes have been shipped to the hotel. Confirm with the hotel when they have been received to ensure that you have them all before setting up the meeting rooms. Double-check the quantity of boxes received against the number of boxes shipped to ensure that none are missing because the shipment may have been separated in transit.

Invoicing

Please invoice all fees and expenses related to these meetings (preparation and participation) in the Regional Meeting columns of your invoice so that the FLO Support Unit can easily track the total cost of this activity.

Thank you for your assistance in organizing these sessions.

Appendix A

REGIONAL MEETINGS / RENCONTRES RÉGIONALES

Sessions Logistics Confirmation Form Formulaire pour confirmer la logistique pour les rencontres

FLO Name <i>Nom de l'ADLR</i>	
Session dates <i>Dates de la session</i> ROs/DS : Trainers / Formateurs : FOs/AF :	
Session Location / Emplacement de la rencontre	
Name of facility <i>Nom de l'emplacement</i>	
Full address <i>Adresse complète</i>	
Main telephone number <i>Numéro de téléphone principal</i>	()
Contact-person <i>Personne-contact</i> Name / Nom Title / Titre Tel. / Tél. E-mail / Courriel	
Will accept payment by American Express credit card <i>Acceptera que les factures soient payées par carte de crédit American Express</i>	<input type="checkbox"/> Yes / oui <input type="checkbox"/> No / non
Meeting Room / Salle de réunion	
Meeting rooms' names <i>Noms des salles de réunion</i> ROs/DS : Trainers / Formateurs : FOs/AF :	

Rental cost <i>Coût de location</i> <i>ROs/DS</i> <i>Trainers / Formateurs</i> <i>FOs / AF</i> <i>Total / Totaux</i>	\$ _____ for both days / pour les deux jours \$ _____ per day / par jour \$ _____ per day / par jour \$ _____												
Flipchart rental rate <i>Coût de location pour les tableaux de papier</i>	Number of flipcharts <i>Nombre de tableaux :</i> _____ Included / Inclus <input type="checkbox"/> or/ou Total cost per day <i>Coût total par jour</i> \$ _____ Total cost for both days <i>Coût total pour les deux jours</i> \$ _____												
Meeting rooms confirmation deadline and number <i>Date définitive pour confirmer es salles et numéro de confirmation</i>													
Sound System (where applicable) / Système de son (s'il en est)													
Items required - Please indicate for which room <i>Articles requis</i> - <i>Veillez indiquer pour quelle salle</i>	<table border="0"> <thead> <tr> <th style="text-align: left;">Item(s) / <i>Article(s)</i></th> <th style="text-align: right;">Quantity <i>Quantité</i></th> </tr> </thead> <tbody> <tr> <td>Lapel microphone <i>Microphone-boutonnière</i></td> <td style="text-align: right;">_____</td> </tr> <tr> <td>Portable microphone <i>Microphone portatif</i></td> <td style="text-align: right;">_____</td> </tr> <tr> <td>Other / <i>Autre</i></td> <td></td> </tr> <tr> <td>_____</td> <td style="text-align: right;">_____</td> </tr> <tr> <td>_____</td> <td style="text-align: right;">_____</td> </tr> </tbody> </table>	Item(s) / <i>Article(s)</i>	Quantity <i>Quantité</i>	Lapel microphone <i>Microphone-boutonnière</i>	_____	Portable microphone <i>Microphone portatif</i>	_____	Other / <i>Autre</i>		_____	_____	_____	_____
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Lapel microphone <i>Microphone-boutonnière</i>	_____												
Portable microphone <i>Microphone portatif</i>	_____												
Other / <i>Autre</i>													
_____	_____												
_____	_____												
Required Delivery / Installation date <i>Date de livraison / d'installation requise</i>													

Guest rooms / Chambres d'hôtel	
Facility <i>Emplacement</i>	<input type="checkbox"/> Same as meeting location <i>Même emplacement que la rencontre</i> Or indicate full name address of facility <i>ou indiquez les nom et adresse complets de l'emplacement</i>
Negotiated guest room rate <i>Taux négocié pour les chambres</i>	\$ _____ per night / <i>par nuitée</i>
Number of reserved guest rooms <i>Nombre de chambres réservées</i>	
Confirmation deadline and number(s) <i>Date définitive pour confirmer et numéro(s) de confirmation</i>	

Part 6 – Annex A – Appendix C – C2

Orientation Sessions for New Returning Officers and Assistant Returning Officers

Instructions for Field Liaison Officers

As new returning officers (ROs) are appointed (or become acting ROs), field liaison officers (FLOs) will receive copies of the appointment letters by e-mail. This triggers the requirement for the FLO for the region in which the electoral district is situated to hold an orientation session with the new RO as quickly as possible.

It is critical that all topics on the detailed agenda be covered (as they apply to the electoral district): they have been removed from the agenda for the training session to be held in Ottawa because they are now covered by the FLO.

Participation of the Assistant Returning Officer

If the assistant returning officer (ARO) has been appointed before the orientation session takes place with the RO, invite him or her to attend the session too, if possible.

If this is not possible, give the new ARO an orientation session at a later date, preferably along with other AROs recently appointed in your region. This can be done on a quarterly basis (depending on the timing of the training sessions), for example, something that will also reduce the costs.

Should a new ARO be appointed by an experienced RO, the RO should give the ARO the orientation session. To facilitate this, give the RO an adapted version of the participant's and detailed agendas; this will ensure that the RO covers the same information as the FLO would have provided.

Welcome Kits

After they are appointed, ROs receive a welcome kit. The contents of the kit are listed in the Welcome Kit document, stored in the Orientation Session for New ROs public folder.

Timing

The timing of the orientation session depends on how quickly the new RO (or ARO) is expected to attend a training session. As a general rule, the orientation session should take place within two or three weeks after the appointment, if only to give the new election officer enough time to prepare for the training session.

If necessary, the FLO Support Unit will ask a backup FLO to carry out this session so that the new RO receives it before attending training in Ottawa. This decision would, however, be made in consultation with the FLO for the region in which the new RO resides.

FLOs sometimes find it useful to hold a half-day session before the election officer attends training in Ottawa, then the second half-day after they return. The participants typically come back from training with a number of questions, and they appreciate the FLOs' answers and advice.

Location

The FLO for a region should, wherever possible, travel to meet with the new RO (or ARO) as opposed to having the new election officer travel to meet with the FLO. The location can be either the new RO's home (if he or she offers to hold it there) or a suitable facility rented for the purpose (e.g. a room in a community centre or library, a guest room or small boardroom in a hotel, etc.) at a reasonable cost.

Remuneration

ROs and AROs are entitled to be remunerated for this session at their regular rate of pay for up to 7.5 hours. FLOs, on the other hand, must follow established travel and billing procedures.

Tools for Field Liaison Officers

Your main reference tool for this session is the Orientation Guide for Returning Officers (EC 10210), available in the Orientation Session for New ROs public folder. Your second reference tool is EC Docs, of course, which contains all of the manuals that the new RO and ARO will be working with.

Before preparing your session, consult the Orientation Session for New ROs public folder. There you will find:

- **Detailed agenda** – This is the FLO's version of the agenda, and it lists all of the points that you must cover with the participant. Remember that the training sessions in Ottawa are based on the premise that these points have already been covered, so it is important that you cover them all.
- **Participant's agenda** – This is the participant's version.
- **List of contents of welcome kit** – See Welcome Kits, above.
- **Special account form** – The RO must use this to claim expenses and fees related to receiving materials from his or her predecessor.
 - Some ROs transfer a lot of material to their successor. In this case, and if the new RO wishes to review this material before storing it, he or she is authorized to claim up to

10 hours for both of these activities. If this is not enough time, perhaps because there is a large volume of materials to be reviewed, he or she should contact the Recruitment and Evaluation Division *before* going over this allotment; they will determine whether any additional compensation is available.

- **Travel Expense Claim and Time Sheet (EC 09680)** – The participant completes this to claim fees and expenses for attending the orientation session. You should also sign this form, in the Returning Officer box or just above it, to confirm the timing and length of the session.
- **Confirmation and Travel Request form** – The participant completes this if he or she travels to meet with you. (As mentioned under Location above, this should occur only rarely, but it can nevertheless happen under exceptional circumstances.) He or she should submit this form to the Recruitment and Evaluation Division, by fax, as quickly as possible.

Note: A participant must receive approval of any travel from the Recruitment and Evaluation Division *before* undertaking it.

- **List of acronyms** – Acronyms commonly used at Elections Canada that may be used during the training session (although we try to avoid using them).

You need to photocopy or print all documents related to the pre-event assignments listed on the detailed agenda for that electoral district. Then give them to the new RO so that he or she can become familiar with the electoral district and the work that has been done so far. If electronic copies are available, save them on a CD-ROM and give them to the new RO.

When meeting with ARO(s) only, you do not need to photocopy all of these documents, but it is a good idea to describe what work has been accomplished so far in the electoral district (in general) and what their role is during pre-event assignments.

Conclusion

After the orientation session has taken place, send a report to FLO_ADLR that includes:

- The date(s) on which the session(s) took place.
- The number of hours spent with each participant each day.
- In consultation with the RO, a list of the pre-event assignments that should be revisited or redone in that electoral district to be event-ready.
 - The list should include an estimate of how many hours you think Elections Canada should provide for each recommended task.
- Any comments you wish to make about this new RO or ARO or the session itself.
- Any additional follow-up that Elections Canada needs to carry out.

Once you have submitted this list of proposed assignments, it will be circulated to the various responsibility centres. They will decide whether each proposed task should be undertaken at that time or whether a pre-event assignments cycle is planned for the short term, during which the

ROs will be asked to complete that task. Once they make this decision, they will issue a mandate to the new RO, outlining the tasks to be accomplished.

If he or she has not already done so, the RO should follow up with the Support Services help desk (1-5) to determine when the Elections Canada user account, telephone line and high-speed Internet service will be available. **Note:** The last two items could take approximately four weeks from the date of the RO's appointment to be implemented.

If there are delays in obtaining the computer equipment from the previous RO, you must take the necessary steps to give the new RO whatever hard copy documentation is required so that he or she can proceed with the tasks.

Remember that even if the Elections Canada computer equipment is available, or even if the RO has access to another computer, he or she can still access e-mail and public folders over his or her personal phone line until the Elections Canada phone line is installed.

*Thank you for providing these orientation sessions
to the new election officers.*

Part 6 – Annex A – Appendix C – C3

Screening Process

Instructions for Field Liaison Officers

Once applications for the returning officer position begin to trickle in, the Selection Committee begins the screening process. The field liaison officer (FLO) for the region in which the position is vacant acts as the Logistics FLO.

Only those applications received by the deadline – midnight on the day specified for the competitive process – can be considered. All applications are received at Elections Canada in Ottawa. Only applications received from residents of the electoral district will be forwarded to the three members of the Selection Committee by e-mail.

Each member of the Selection Committee completes an Applicant Screening Grid for each application received or the Pre-Screening Overview spreadsheet or both. Members give them to the Logistics FLO when they arrive at the assessment location.

Committee members must then, by conference call, determine which applicants should be invited to participate in the assessment stage. The six (6) applicants with the highest screening scores are invited, unless fewer than six appear to qualify for the position.

Even if only one application is received, this process must be strictly adhered to. The Selection Committee is under no obligation to accept an applicant if his or her qualifications do not meet the requirements of the position, based on the screening process.

Should no applicant be successful at the end of the assessment stage, the same documentation must be returned to Elections Canada. In addition, the Logistics FLO should contact the FLO Support Unit to discuss next steps. The competitive process will have to be repeated using a broader publication base to attract additional applicants.

If an application is received in an official language that no committee member understands, and/or if a request is received to be assessed in that official language, the Logistics FLO should contact the FLO Support Unit to discuss an alternate arrangement. Applicants are entitled to be tested and interviewed in the language of their choice.

Setting Up the Assessment Stage

At this time, presuming there are successful applicants, the Selection Committee should determine the location, dates and times for the assessment stage. Please review the Assessment Instructions for further details.

The assessment stage cannot be scheduled less than three weeks from the date of the Committee Screening Report. This allows enough time for Elections Canada to distribute the candidate information kit to the applicants and for the applicants to review the materials, complete the home assignments and prepare for the assessment.

Applicant Availability and Travel Arrangements

The Logistics FLO should call the successful applicants to confirm their availability for the assessment stage and determine whether there are travel and accommodation arrangements that Elections Canada needs to coordinate.

Invitation Letter and Candidate Information Kit

The Logistics FLO sends an invitation letter to each successful applicant; a sample letter is provided for ease of reference. There is no requirement to send a response to any applicant who was not selected for the assessment stage.

The Logistics FLO should send the letter by e-mail (the preferred option, wherever possible) from his or her second e-mail address and request a Read receipt. Alternatively, he or she can use Xpresspost (stipulating a signature on delivery).

Documents to Be Returned to Elections Canada

The Logistics FLO must e-mail a copy of the invitation letter sent to each successful applicant to the FLO Support Unit. The Recruitment and Evaluation Division will make the necessary travel arrangements and confirm them with the applicant and the Logistics FLO, when applicable.

At the same time, the Logistics FLO should e-mail the Committee Screening Report to the FLO Support Unit. This report summarizes the screening process and confirms that no additional applications are to be considered for this selection process.

At the end of the selection process, the Logistics FLO sends the Committee Screening Report to the FLO Support Unit along with the original applicant screening grids (or overview spreadsheets or both), completed and signed by all committee members.

Travel Arrangements for Applicants

Elections Canada will communicate with each applicant and arrange transportation and accommodation, when required, in accordance with the Travel Information Form that the applicant will have sent in. It will also book accommodations for applicants at or near the assessment location provided in the Committee Screening Report.

Reimbursable Expenses for Applicants

After the assessment stage, applicants need to submit Travel Expense Claim forms to the Recruitment and Evaluation Division. They will be entitled to claim the following expenses, in accordance with Treasury Board guidelines:

- Mileage, at the applicable rate for your province, is reimbursable for any travel in excess of 16 kilometres from the applicant's residence.
- Air, bus and train transportation expenses are reimbursable upon submission of receipts provided by the travel agent or carrier, unless prepaid by Elections Canada. For air transportation, the boarding pass must always be provided with the Travel Expense

Claim form. For any transportation prepaid by Elections Canada, receipts are required to be submitted with the Travel Expense Claim form.

- Meals will be reimbursed according to the Treasury Board allowances in effect at the time.
- A daily rate is reimbursable for incidental expenses for any day on which the applicant has spent the night in accommodations other than his or her residence.

Applicants are not, however, compensated for their time to attend the assessment phase.

Part 6 – Annex A – Appendix C – C4

Assessment Process

Instructions for Field Liaison Officers

The assessment consists of a one-hour interview and a three-hour written examination conducted on a laptop computer. These activities take place concurrently over two days. The FLO is assisted by one clerical support person, who acts as a subcontractor for the FLO; this process follows the terms of the contract between the FLO and Elections Canada.

Three candidates can be assessed on each of the two days. The process is outlined below; a schedule template is also provided for ease of reference.

Day 1

Part 1: Room A – Interview with Selection Committee

9:00 a.m.– 10:00 a.m.	Interview Candidate A
10:00 a.m.–10:30 a.m.	Evaluate Candidate A
10:30 a.m.–11:30 a.m.	Interview Candidate B
11:30 a.m.–12:00 p.m.	Evaluate Candidate B
12:00 p.m.–1:00 p.m.	Lunch break
1:30 p.m.–2:30 p.m.	Interview Candidate C
2:30 p.m.–3:00 p.m.	Evaluate Candidate C
3:00 p.m.–5:00 p.m.	Mark written examinations Mark home assignments brought in by candidates Consolidate evaluations A through C

Part 2: Room B – Written Examination with Clerk

8:30 a.m.–9:00 a.m.	Candidate A reviews the interview questions in preparation for Room A interview, scheduled for 9:00 a.m.
9:00 a.m.–12:00 p.m.	Written examination and computer proficiency test – Candidate C
10:00 a.m.–10:30 a.m.	Candidate B reviews the interview questions in preparation for Room A interview, scheduled for 10:30 a.m.
12:00 p.m.–1:00 p.m.	Lunch break

1:00 p.m.–1:30 p.m.	Candidate C reviews the interview questions in preparation for Room A interview, scheduled for 1:30 p.m.
1:30 p.m.–4:30 p.m.	Written examination and computer proficiency test – Candidate A Written examination and computer proficiency test – Candidate B
4:30 p.m.	Clerk delivers written exams to Selection Committee

Day 2

Part 1: Room A – Interview with Selection Committee

9:00 a.m.–10:00 a.m.	Interview Candidate D
10:00 a.m.–10:30 a.m.	Evaluate Candidate D
10:30 a.m.–11:30 a.m.	Interview Candidate E
11:30 a.m.–12:00 p.m.	Evaluate Candidate E
12:00 p.m.–1:00 p.m.	Lunch break
1:30 p.m.–2:30 p.m.	Interview Candidate F
2:30 p.m.–3:00 p.m.	Evaluate Candidate F
3:00 p.m.–5:00 p.m.	Mark written examinations Mark home assignments brought in by candidates Consolidate evaluations D through F

Part 2: Room B – Written Examination with Clerk

8:30 a.m.–9:00 a.m.	Candidate D reviews the interview questions in preparation for Room A interview, scheduled for 9:00 a.m.
9:00 a.m.–12:00 p.m.	Written examination and computer proficiency test – Candidate F
10:00 a.m.–10:30 a.m.	Candidate E reviews the interview questions in preparation for Room A interview, scheduled for 10:30 a.m.
12:00 p.m.–1:00 p.m.	Lunch break
1:00 p.m.–1:30 p.m.	Candidate F reviews the interview questions in preparation for Room A interview, scheduled for 1:30 p.m.
1:30 p.m.–4:30 p.m.	Written examination and computer proficiency test –

Candidate D
Written examination and computer proficiency test –
Candidate E

4: 30 p.m. The clerk delivers written exams to Selection Committee

Assessment Logistics for the Selection Committee

The FLO for the region in which there is a vacancy acts as the logistics person for the competition and is responsible for finding suitable premises to conduct the assessment. This can be two small boardrooms in a local hotel, for example, or some such suitable premises. (If meeting rooms are not available, the FLO can consider renting one or more small suites, to be used as guest rooms for either or both of two committee members by night and as interview and testing rooms by day. Although this is not ideal, in some instances it may be more economical or feasible.) The rooms should be well lit, ventilated, quiet and conducive to conducting interviews and writing examinations.

The Logistics FLO is responsible for negotiating the best available rates for these facilities. A maximum of \$200 per day, per room, should be considered. He or she should provide the Project Authority at Elections Canada with the details of the proposed arrangements with the facility.

Once Elections Canada has approved the choice of facility, it is responsible for making the necessary payments and signing any contract required by the facility to reserve the rooms.

Please note that *no* hospitality budget is provided. Therefore, coffee and other beverages are not to be provided because the cost will not be reimbursed. Hotels normally provide water pitchers and glasses at no cost.

Two laptop computers will be sent to the Logistics FLO, to be used by candidates to demonstrate their computer skills. The Logistics FLO should bring along the portable printer assigned by Elections Canada so that all documents that the candidates produce can be printed on site.

The Logistics FLO is responsible for subcontracting the services of a clerk to supervise the written exams, in accordance with the provisions of his or her contract with Elections Canada. He or she must pay the clerk directly and submit suitable documentation (timesheet and clerk's invoice) for reimbursement, following the normal billing process.

Individual members of the Selection Committee should arrange and pay for their own accommodations and travel expenses, as required, then submit them for reimbursement, following normal billing procedures. The usual approval process applies. The Logistics FLO should avoid incurring travel expenses for the clerk. Lunch will, however, be reimbursable in accordance with Treasury Board guidelines, if applicable.

Assessment Process Documentation

The Logistics FLO should prepare separate folders for the Selection Committee members that contain copies of the documents they will need to complete during the assessment.

These folders can be distributed at the assessment location before the first interview is scheduled to begin.

It is recommended that committee members meet before the first interview (the night before or the morning of, as the case may be) to discuss how the committee will operate during the assessment stage.

Each member of the Selection Committee should complete the Candidate Interview Form for each candidate while the interview is being conducted. To help in the scoring process, members should try to write down as much of what the candidate says as possible.

When the interviews and written exams are completed, the Selection Committee consolidates all of the results into one Candidate Assessment Grid for each candidate. The Logistics FLO or another member of the committee then completes the Preliminary Committee Assessment Report, which represents a preliminary assessment of candidates. This report must then be sent to the FLO Support Unit by e-mail or fax.

The Selection Committee conducts the reference checks for all candidates deemed qualified for the position. Procedures for this activity are outlined in the Reference Check Instructions. After this step is finished, and after Elections Canada has carried out the security verification, the final standings of the candidates are confirmed.

Assessment Logistics for Candidates

After each interview, the Selection Committee must ensure that the candidate submits the required forms and tests in the candidate's information kit. This includes the Home Assignment and the Reference Declaration Form.

Part 6 – Annex A – Appendix C – C5

Reference Check Process

Instructions for Field Liaison Officers

The process of checking references is carried out after the assessment stage, once the Logistics FLO has sent the Preliminary Committee Assessment Report to Elections Canada.

The Selection Committee should agree who will contact each of the references for each candidate. The committee should avoid having only one member contact all references for a particular candidate; instead, each member should select one reference for each candidate.

Committee members must complete a Candidate Reference Check Form for each candidate deemed qualified for the position according to the Preliminary Committee Assessment Report, then submit the forms to the Logistics FLO. He or she completes the Selection Committee Report Regarding Candidates Found to Be Qualified for Holding the Office of Returning Officer, consolidating all of the results, and circulates it to the other committee members for confirmation. He or she can arrange a conference call to expedite this process.

The Logistics FLO then sends the report to the FLO Support Unit by e-mail, following up with a signed copy at a later date (see Closing Procedures).

Note: A committee member may have a reason to contact a reference not provided by the candidate in order to assess a qualification other than reliability or security. If that reference works outside the Public Service, the member needs to obtain the consent of the candidate.

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RECRUITMENT OF RETURNING OFFICERS CLOSE-OUT PROCEDURES

Once all reference checks have been completed and the selection committee's *Selection Committee Report regarding candidates found to be qualified for holding the office of returning officer* has been sent to the FLO support unit, as described in the Reference Check Instructions, the Logistics FLO should bundle documentation as followed:

Documentation for screened-in applicants

Step 1. Sort all applications by selection process.

Step 2. Create a file folder for each candidate labelled with the following information: 1181-competition number - family name, given name (i.e. 1181-10001-08-001 - Smith, Jim)

Note: Off-the-shelf labels, such as Avery 8366, can be purchased for this purpose. These can be printed from your computer, using a standard template available in MS Word (in the Tools menu).

Step 3. Place a copy of the *Tracking List for the Applicant File* on the inside of the cover of each folder.

Step 4. Check off (✓) items listed on the *Tracking List* as you insert them in the file folder.

Step 5. Repeat steps 2 to 4 for each screened-in applicant.

Note: Documentation for screened-out applicants will be sorted and filed by staff of the Recruitment and Evaluation division at Elections Canada.

You must however send, in a file folder, all individual screening reports from the three members of the committee, or the overview report, as the case may be, for the candidates who were not screened in. We will then add them to the Recruitment and Evaluation division's files.

Return of documents

Return all of the above documents by trackable courier service (such as Priority Post).

The documentation for screened-in applicants must be returned as quickly as possible as this may be needed to respond to any questions the Chief Electoral Officer may have, prior to making the official appointment. This documentation should be sent to the FLO support unit as soon as your committee's final decision has been made.

Equipment

Once the assessment phase is completed, ensure both laptops have been cleaned out and return both laptops and the printer to the FLO support unit by Priority Post.

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BACKGROUND

Returning Officer Reappointment and Performance Evaluation Program

Introduction

This document provides an overview of the implementation of Elections Canada's reappointment and performance evaluation program and presents the recent changes made to the program for the 40th General Election.

Elections Canada is confident that the changes made to its reappointment and performance evaluation program for the 40th General Election, will reflect the Agency's objectives as defined by the Strategic Plan 2008-2013. The professionalization of the returning officer position is one of the cornerstones of this document and it is with this consideration that Elections Canada has submitted its reappointment and performance evaluation program to an external review performed by 20 returning officers, the Field Liaison Officers (FLO), and middle and executive management.

The consultation sessions revealed that all stakeholders need to work with the Chief Electoral Officer (CEO) to establish a high performing professional culture of the best quality. In this regard, the performance evaluation must encourage professional development.

Context

In 2000, Elections Canada worked with the majority of experienced returning officers to draw up a *Returning Officer's Competencies Profile*. This profile revealed that returning officers consider themselves above all to be managers. They identified essential management skills such as:

- Planning;
- Hiring and managing staff;
- Managing time;
- Managing information ; and
- Managing finances.

We based the first formal performance evaluation on this profile, and used it during the 37th General Election. Following the election and in preparation for the 38th General Election, we received comments from field liaison officers, returning officers and Elections Canada staff in Ottawa on the evaluation form, process

and criteria. We carefully reviewed all the suggestions and included them, where appropriate, in preparing the next evaluation for the 39th General Election.

When bill C-2, the *Federal Accountability Act*, was enacted, the situation with regard to returning officers in relation to the CEO changed. The CEO not only makes merit-based appointments, but must confirm whether or not returning officers satisfactorily meet the requirements of their mandate. It is up to the CEO, as prescribed by the *Canada Elections Act*, to define these satisfaction criteria.

Performance Evaluation Objectives

In this context, the weight of the performance evaluation is increased as it must first substantiate the notion of merit, which all returning officers were measured against initially. In other words, all returning officers were appointed based on merit and the performance evaluation that will be used for the 40th General Election will seek to confirm this merit. Aside from this primary objective, other objectives of the performance evaluation are:

- Informing returning officers of Elections Canada's expectations;
- Encouraging a dialogue between Elections Canada and returning officers on the development of their skills;
- Solving performance-related problems;
- Fostering continual improvement in the performance of returning officers;
- Ensuring the highest quality of service to electors, candidates and the public; and
- Providing the necessary information for ongoing training and development.

Performance Evaluation Process

Throughout the 40th General Election, representatives from every directorate at Elections Canada, under the Training and Evaluation directorate's guidelines, will gather pertinent documentation on each of the performance indicators described in the evaluation form.

In addition to having the main Elections Canada office collect data, we have asked the field liaison officers, in their role as coaches, to play an active role in the performance evaluation of returning officers. We believe that partial decentralization of the performance evaluation will address the concerns raised

about the process, which did not necessarily take into account all the specific characteristics of the ridings and certain extenuating factors.

This data will be used to fill out the performance evaluation form according to the specific criteria and an evaluation grid. Then, an evaluation committee comprised of representatives from a broad range of Elections Canada directorates will incorporate the information received.

The field liaison officers have been given the mandate to meet returning officers shortly after the launch of this initiative to give them the performance evaluation form and to clarify the expectations. Once the election is over, the field liaison officers will again meet with the returning officers to discuss the evaluation they are proposing to submit to Elections Canada. The returning officers will have an opportunity to discuss the evaluations, and the evaluation submitted will take the comments into consideration.

Elections Canada will then add the information obtained from its various automated systems or internal sources (for example: correspondence received) and analyze it in order to complete the process. The next step in the process will be to submit the performance evaluations to all the returning officers, who will be asked to sign their performance evaluation, as was the case in the past.

Categories of Indicators

The performance evaluation form is organized into eight sections containing a total of 16 performance indicators:

- Event management skills;
- Revision management skills;
- Human resources management skills;
- Financial management skills;
- Materiel management skills;
- Media management skills;
- Information technology management skills; and
- Professionalism.

We have already begun to assess the preparatory tasks performance indicators. Assessment of the other indicators will begin with the issue of the writs. Each indicator has been developed so that it is specific, measurable, achievable, relevant, and timely.

A Qualitative Scoring System

We have revised the scoring system so that a satisfactory or not satisfactory evaluation is reached. Therefore, the scale will now be satisfactory or not satisfactory. Satisfactory indicates that the duties have been completed within reasonable circumstances and in accordance with the *Canada Elections Act*. Not satisfactory means they have not been completed and/or they breach the requirements of the *Canada Elections Act*.

Performance Evaluation Process Completed in a Reasonable Timeframe

The goal of Elections Canada is to complete the performance evaluation process of returning officers within 120 days following the return of the writs. To do so, we will need cooperation from every stakeholder to give this process the attention it requires.

Conclusion

In light of the information provided and the changes introduced, it is important to underline that the performance evaluation is an important component of the professional evolution of the returning officer and is not limited to the retrospective aspect of the work. To this effect, the scope and vision is manifested in the new title Returning Officer Reappointment and Performance Evaluation Program. Elections Canada is privileged to work with a cohort of returning officers who are devoted and dedicated to the democratic process.

Part 6 – Annex A – Appendix C – C8



Media Guidelines During a General Election

During a general election, Elections Canada puts a system in place to ensure that media requests are handled efficiently and effectively. This system reduces the workload placed on returning officers (ROs) arising from media requests so that the ROs can focus on their primary responsibilities.

This system involves a network of ROs and field liaison officers (FLOs) in the electoral districts and the staff at the Electoral Media Centre (EMC) in Ottawa, all supported by a network of regional media advisors (RMAs).

The Role of ROs and FLOs

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 the EMC 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 returning officer should transmit this information directly to the EMC.

The Role of FLOs, RMAs and the EMC

1. The FLO and RMA in each region are in constant contact to discuss media requests.

2. RMAs report local and regional media items to the EMC in a daily report called INFO-MEDIA. This report is due by 8:00 p.m. Eastern Time (ET) on weekdays and 6:00 p.m. ET on weekends. RMAs also participate in a daily conference call at 11:00 a.m. ET on weekdays.
3. FLOs submit a media report called INFO-FLO to the FLO Support Unit, which forwards the final report to the EMC by 8:00 p.m. ET on weekdays and 6:00 p.m. ET on weekends.
4. The INFO-MEDIA and INFO-FLO reports are integrated into one comprehensive report called MEDIA BUZZ, which reports on media calls and issues for all regional networks across Canada.
5. The EMC monitors media coverage and produces a daily synthesis, ElectoFlash.

The Electoral Media Centre

Located at Elections Canada in Ottawa, the EMC is the agency's direct link with the media. It ensures reliable media relations service during and between electoral events. During an event, the EMC is responsible for responding to media inquiries for the National Capital Region, Northwest Territories and Nunavut.

During a general election, the EMC team expands to include additional media advisors in Ottawa, most of whom have previous experience as journalists and/or spokespersons. In addition, the EMC hires RMAs, who are located across Canada. They are responsible for working with the FLOs in their areas, as well as the EMC in Ottawa, to handle local and regional media inquiries.

Requests for Media Interviews

RMAs and 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 the EMC. As a general rule, ROs do not conduct media interviews. Exceptional circumstances may necessitate their participation, but only when approved by the EMC.

RMAs and FLOs are responsible for reporting all media interviews and activities conducted in their regions in their daily reports to the EMC. They must also highlight sensitive requests for media interviews, and other exceptions to the general rule, before they occur.

Role of the EMC Media Advisors

The media advisors are responsible for:

- ✓ Answering media inquiries and setting up interviews
- ✓ Drafting and obtaining approval for official media lines
- ✓ Participating in media interviews
- ✓ Supporting the CEO for media interviews
- ✓ Providing daily media clippings, media coverage and alerts on hot and emerging issues
- ✓ Drafting news releases and media advisories
- ✓ Disseminating news releases and media advisories on the newswire and in conjunction with postings on the Elections Canada Web site
- ✓ Preparing Qs and As, background information and research for media lines, draft media analyses and summaries
- ✓ Writing field report media summaries
- ✓ Supporting the FLOs and the ROs for the three territories
- ✓ Liaising with Elections Canada directorates
- ✓ Conducting conference calls

Role of the RMAs

During an election, RMAs are strategically placed across the country to ensure that all media have access to a reliable and efficient media relations service during the election period. Media calls are directed to the appropriate RMA based on the area code of the call.

The RMAs are responsible for:

- ✓ Proactively targeting local media to gain earned media
- ✓ Answering media inquiries
- ✓ Alerting the EMC to hot and emerging issues
- ✓ Providing support to FLOs and ROs
- ✓ Liaising with other RMAs
- ✓ Drafting media lines
- ✓ Obtaining approval of official media lines
- ✓ Composing Qs and As on hot issues when requested by the EMC
- ✓ Conducting media interviews on publicly available information
- ✓ Drafting news releases
- ✓ Preparing background information and research as required
- ✓ Maintaining regular contact with FLOs
- ✓ Participating in a daily conference call with the EMC at 11:00 a.m. ET
- ✓ Submitting a daily field report (INFO-MEDIA) to Elections Canada by 8:00 p.m. ET on weekdays and 6:00 p.m. ET on weekends

Hours of Operation

To ensure that all media receive the same efficient service, media advisors in Ottawa are available to field media inquiries 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

Media Hotline

A dedicated media hotline is set up to handle requests from the media and other partners, such as FLOs and ROs. Calls are automatically routed to the EMC. The number is:

1-877-877-9515 (media)

1-877-877-8318 (FLOs and ROs)

It is distributed to the media during the election period on media advisories and news releases, and posted on the Elections Canada Web site. It is toll-free from anywhere in the country.

Part 6 – Annex A – Appendix C – C9

SECURITY

POLICY

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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

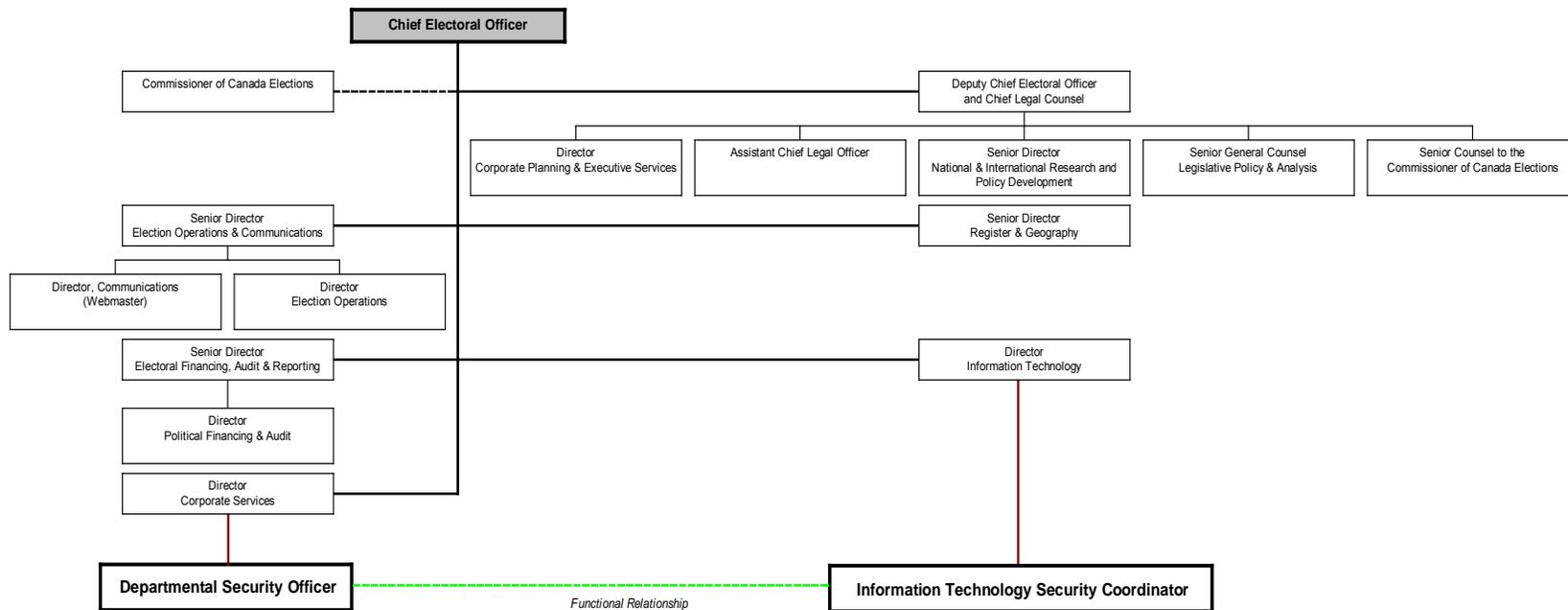
The *Acts*, detailed at Annex A, complement the Elections Canada Security Policy and should be consulted as necessary.

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

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

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

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

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

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*.

Part 6 – Annex A – Appendix C – C10



ELECTIONS CANADA

Information Technology Infrastructure Acceptable Use Policy

Version 1.4.1



Statement of Trademark Recognition

Trademarked and copyrighted materials have not been marked in this document, but where they have been used, these names shall remain the property of their respective owners.

Document Revision Notice

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Document Authorities

Chief Electoral Officer

Senior General Counsel and Senior Director

Senior Director, Information Technology

Director, Human Resources, Security
and Administration

Departmental Security Officer

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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.



Part 6– Annex A – Appendix C – C11

IT DIRECTORATE

Policy on Telecommunications Equipment, Services and their Use

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**REVISION
 NOTICE PAGE**

Version	Date	Description of Revision
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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

Part 6 – Annex B

PRICING TABLE

1. The Contractor providing services as a FLO shall be paid for the Work in accordance with the following:

PRICING TABLE I – FLO		
TASK		FIXED RATE
1	For the services set out in Section 3.1 of the SOW performed during periods outside of an Electoral Event:	The hourly rate of \$55.25 .
2	For the services set out in Section 3.2 of the SOW performed during one or more by-elections within the FLO Region:	<p>The following fee structure:</p> <p>1 by-election: up to 20 hours (excluding travel time) for every 7 day period at the hourly rate of \$55.25.</p> <p>2 simultaneous by-elections: up to 30 hours (excluding travel time) for every 7 day period at the hourly rate of \$55.25.</p> <p>3 simultaneous by-elections: up to 40 hours (excluding travel time) for every 7 day period at the hourly rate of \$55.25.</p> <p>4 simultaneous by-elections: up to 50 hours (excluding travel time) for every 7 day period at the hourly rate of \$ 55.25.</p> <p>5 or more simultaneous: by-elections: Contractor will be paid as per the fixed lump sum for a general election as set out in item 3 below.</p>
3	For the services set out in Section 3.2 of the SOW performed during each general election or referendum:	A lump sum of \$26,238.54 including travel time .
4	Travel and Living Expenses	<p>As per section 12 of the Contract.</p> <p>Please note that subsections 12.01.04 and 12.01.05 of the Contract provides as follows:</p>

PRICING TABLE I – FLO		
	TASK	FIXED RATE
		<p>“12.01.04 If the Resource resides outside of a radius of 100 kilometers from the closest border of the FLO Region or the Backup FLO Region to his or her residence, as the case may be, as such border existed before the proclamation of the 2013 Representation Order (the “100 KM Radius”), the Contractor is responsible to pay, at its own costs, the travel expenses incurred by the Resource to travel from his or her residence to the 100 KM Radius.</p> <p>12.01.05 For greater certainty, if before the proclamation of the 2013 Representation Order, the Resource resides within the 100 KM Radius, and after the proclamation of the 2013 Representation Order, the border of the FLO Region or the Backup FLO Region, as the case may be, changes, and as a result of such change, the Resource then resides outside of the 100 KM Radius, in such circumstances the requirements set out under subsection 12.01.04 will not apply.”</p>
5	For the services of a clerk subcontracted in accordance with subparagraph 3.1.4(b)(iv) of the SOW, to assist with the recruitment of ROs:	Upon submission of a detailed statement of expenses and time sheets, and subject to the Project Authority’s prior approval, the actual fees and expenses paid to the clerk.
6	<p>For the following direct expenses reasonably and properly incurred in the performance of the Work, subject to the Project Authority’s prior approval and upon submission of a detailed statement of expenses and original invoices:</p> <ul style="list-style-type: none"> - long distance charges; - postal and courier services; - fees for renting rooms to meet Field Personnel; and - ink cartridges for portable printer supplied by Elections Canada. 	Actual cost, without any allowance for profit and/or administrative overhead.

2. The Contractor providing services as a Backup FLO shall be paid for the Work in accordance with the following:

PRICING TABLE II – BACKUP FLO		
TASK		FIXED RATE
1	For the services set out in Section 4.1 of the SOW performed during periods outside of an Electoral Event:	The hourly rate of \$55.25.
2	For the services set out in Section 4.2 of the SOW performed during one or more by-elections within the Backup FLO Region:	<p>The following fee structure:</p> <p>1 by-election: up to 20 hours (excluding travel time) for every 7 day period at the hourly rate of \$55.25.</p> <p>2 simultaneous by-elections: up to 30 hours (excluding travel time) for every 7 day period at the hourly rate of \$55.25.</p> <p>3 simultaneous by-elections: up to 40 hours (excluding travel time) for every 7 day period at the hourly rate of \$55.25.</p> <p>4 simultaneous by-elections: up to 50 hours (excluding travel time) for every 7 day period at the hourly rate of \$ 55.25.</p> <p>5 or more simultaneous: by-elections: Contractor will be paid as per the fixed lump sum for a general election as set out in item 3 below.</p>
3	For the services set out in Section 4.2 of the SOW performed during each general election or referendum:	The hourly rate of \$55.25, up to an amount not exceeding the lump sum amount payable to a FLO for a general election or referendum as set out in Pricing Table I – FLO – item 3.
4	Travel and Living Expenses	<p>As per section 12 of the Contract.</p> <p>Please note that subsections 12.01.04 and 12.01.05 of the Contract provides as follows:</p> <p>“12.01.04 If the Resource resides outside of a radius of 100 kilometers from the closest border of the FLO Region or the Backup FLO Region to his or her residence, as the case may be, as such border existed before the proclamation of the 2013 Representation Order (the “100 KM</p>

PRICING TABLE II – BACKUP FLO	
TASK	FIXED RATE
	<p>Radius”), the Contractor is responsible to pay, at its own costs, the travel expenses incurred by the Resource to travel from his or her residence to the 100 KM Radius.</p> <p>12.01.05 For greater certainty, if before the proclamation of the 2013 Representation Order, the Resource resides within the 100 KM Radius, and after the proclamation of the 2013 Representation Order, the border of the FLO Region or the Backup FLO Region, as the case may be, changes, and as a result of such change, the Resource then resides outside of the 100 KM Radius, in such circumstances the requirements set out under subsection 12.01.04 will not apply.”</p>
5	<p>For the services of a clerk subcontracted in accordance with subparagraph 3.1.4(b)(iv) of the SOW, to assist with the recruitment of ROs:</p> <p>Upon submission of a detailed statement of expenses and time sheets, and subject to the Project Authority’s prior approval, the actual fees and expenses paid to the clerk.</p>
6	<p>For the following direct expenses reasonably and properly incurred in the performance of the Work, subject to the Project Authority’s prior approval and upon submission of a detailed statement of expenses and original invoices:</p> <ul style="list-style-type: none"> - long distance charges; - postal and courier services; - fees for renting rooms to meet Field Personnel; and - ink cartridges for portable printer supplied by Elections Canada. <p>Actual cost, without any allowance for profit and/or administrative overhead.</p>

3. During the Term of the Contract, subject to Section 4 below, the rates in items 1, 2 and 3 of the pricing tables I and II above will be adjusted annually, as of January 31st of each year of the Term of the Contract, by multiplying each of them by the annual inflation adjustment factor published by Statistics Canada, calculated as per the formula set out in subsection 6(2) of the Federal Elections Fees Tariff, rounded to the nearest cent. Such adjusted rate will be applicable for the calendar year commencing on that date and ending on January 30th of the following year.

4. In any given calendar year, notwithstanding Section 3, the maximum adjustment that may

be effected by the application of the annual inflation adjustment factor is three percent.

5. The Contracting Authority will notify in writing the Contractor of the applicable annual inflation adjustment factor and provide each year an updated pricing table reflecting the adjusted rates. The annual updated pricing tables shall be deemed to be part of the Contract as of January 31st of the year such notice was provided regardless of the date that it was sent to the Contractor.

Part 6 – 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 applicable 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 business number for tax remission purposes, and financial code(s);
 - (b) details of expenditures in accordance with the basis of payment provision in the Articles of Agreement, exclusive of applicable sales tax (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 Applicable sales tax must be specified on all invoices as a separate item. All items that are zero-rated, exempt or to which no sales tax applies, 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 Applicable Sales Tax

The estimated amount of applicable sales tax is included in the total estimated cost on page 1 of the Contract. The applicable sales tax 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 the appropriate government agency any amounts of applicable sales tax 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.



**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 Field Liaison Officer Program / Programme des agents de liaison en région
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 functional leadership to the field staff who manage the electoral process in 8 to 17 electoral districts within a specific geographic region. D'assurer un leadership fonctionnel au personnel en région qui administre le processus électoral fédéral dans 8 à 17 circonscriptions à l'intérieur d'une certaine région géographique.		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)		<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		<input type="checkbox"/> No / Non <input checked="" 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 type="checkbox"/>	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: Specify country(ies): / Préciser le(s) pays: <input type="checkbox"/>	Restricted to: / Limité à: Specify country(ies): / Préciser le(s) pays: <input type="checkbox"/>	Restricted to: / Limité à: Specify country(ies): / Préciser le(s) pays: <input type="checkbox"/>
7. c) Level of information / Niveau d'information		
PROTECTED A PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>
PROTECTED B PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>
SECRET SECRET <input type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET SECRET <input type="checkbox"/>
TOP SECRET TRÈS SECRET <input type="checkbox"/>		TOP SECRET TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>



Contract Number / Numéro du contrat

Security Classification / Classification de sécurité
Unclassified / Non classifié

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?
If Yes, indicate the level of sensitivity:
Dans l'affirmative, indiquer le niveau de sensibilité:

No / Non Yes / Oui

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?

No / Non Yes / Oui

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

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

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

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

Special comments:

Commentaires spéciaux :

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.

REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?
If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté?

No / Non Yes / Oui
 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



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

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	SECRET	TOP SECRET	NATO RESTRICTED	NATO Confidential	NATO SECRET	COSMIC TOP SECRET	PROTECTED / PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET		
				CONFIDENTIEL		TRÈS SECRET	NATO DIFFUSION RESTREINTE	NATO CONFIDENTIEL			COSMIC TRÈS SECRET	A	B	C	CONFIDENTIEL		TRÈS SECRET	
Information / Assets / Renseignements / Biens / Production	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						
IT Media / Support TI	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						
IT Link / Lien électronique	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						

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).

Part 6 – Annex E / Partie 6 – Annexe E

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")		Contracting Authority/Autorité contractante		
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:				
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.				
From/Du : _____		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 shortly after 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 peu après 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.		
All equipment is to be properly maintained and returned in good working condition, allowing for responsible wear and tear.		Le matériel doit être bien entretenu et remis en bonne condition, sous réserve d'usure normale.		
Elections Canada reserves the right to have the equipment inspected at any reasonable time by a representative and to view its state of repair.		Élections Canada se réserve le droit d'inspecter le matériel prêté à n'importe quel moment et de déterminer les réparations nécessaires.		
The Contractor will indemnify, and save Elections Canada harmless from, all losses and claims of any kind in respect of the Contractor's use or possession of the equipment.		L'entrepreneur s'engage à tenir Elections Canada indemne et à couvert de toute perte, de tout dommage ou de toute réclamation découlant de l'utilisation ou de la possession du matériel par lui.		
In case of stolen or lost equipment, the Assistant Director of Security and Administration Services is to be notified immediately.		Le directeur adjoint des services de l'administration et de la sécurité doit être informé du vol ou de la perte du matériel prêté immédiatement.		

Consideration for the loan – Contrepartie du prêt

It is a condition of the Contract for Elections Canada and the Contractor to enter into this loan agreement and the parties acknowledge that the consideration set forth in the Contract is sufficient consideration for the performance and execution of this loan agreement.

La présente convention de prêt entre Élections Canada et l'entrepreneur est une condition essentielle du contrat. Les parties conviennent que la contrepartie établie dans le contrat est une contrepartie suffisante pour l'exécution de la présente convention.

Approvals and Signatures – Approbations et Signatures

Approval/Approbation

Project Authority/Chargé de projet

Signature

Date

Contractor/Entrepreneur

I acknowledge receipt of the equipment listed above and agree to the conditions set out in this loan agreement.

J'accuse réception du matériel décrit ci-dessus et j'accepte les conditions du prêt décrites dans cette convention.

Signature

Date

Approval/Approbation

Assistant Director, Security and Administration Services/
 Directeur adjoint, Services de sécurité et administration

Signature

Date

**For administrative purposes - To be completed upon return of equipment
 Pour les fins administratives - À remplir au retour du matériel**

Lending Custodian/Conservateur prêteur:

(name/nom)

Signature

Date

Remarks – Observations

Unless otherwise indicated in the remarks, all of the equipment loaned to the Contractor has been returned./À moins que la section "Observations" prévoit autrement, l'entrepreneur a remis tous le matériel assujetti à cette convention de prêt.

Part 6 – Annex F

TASK AUTHORIZATION FORM

[General Instructions: Project Authority must complete Section 1 and then send to 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.]

PROJECT AUTHORITY: [To be completed by the PA]

CONTRACTING AUTHORITY: [To be completed by the PA]

CONTRACTOR: [To be completed by the PA]

CONTRACT TITLE AND NUMBER: [To be completed by the PA]
(the "Contract")

NAME OF RESOURCE: [To be completed by the PA]

DATE: [To be completed by the PA]

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

TASK REQUEST NUMBER: [To be completed by the PA]

1. TO BE COMPLETED BY THE PROJECT AUTHORITY (the "Task Request")

1.1 In accordance with the Contract, the Contractor is requested to perform the tasks described in Section 1.2 of this Task Authorization Form 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 IF NOT ATTACHING DESCRIPTION]

1.3 The Contractor must complete the tasks by no later than _____ [insert date] or _____ Business days from receipt of the Task Authorization Form

Signature of Project 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:

[Project Authority or Contracting Authority --- prior to sending to contractor, please delete what is not required or add to be consistent with the tasking clause in the Contract]

2.1.1 Insert detailed description of the Tasks to be performed:

2.1.2 Insert price proposal which shall be computed in accordance with the basis of payment provisions of this Contract including Annex B – Pricing Table with acceptable price support and price breakdown:

2.1.3 Insert start and completion date(s) of the Task required pursuant to the Task Request

2.1.4 Insert number of person-hours of effort required

2.1.5 Insert name, address and telephone number of Task contacts

2.1.6 Insert timeframe by which the Task Request must be approved to meet the dates set-out in Subsection 2.1.3.

2.1.7 Insert any other supporting details

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

- firm price of \$ _____
 limitation of expenditure of \$ _____ **(including GST/HST)**

Signature of Contractor by 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

Part 6 – Annex G

LIST OF TECHNOLOGY EQUIPMENT

The following equipment is provided to the Contractor by Elections Canada:

1. A laptop computer, a security lock cable, external mouse and connections, with carrying case, equipped with an operating system, security software and other necessary software which are compatible with Elections Canada's information technology infrastructure and software used by returning officers
2. A portable printer
3. A BlackBerry mobile device

Part 7 – Profile of Contractor / Resource

Handwritten responses will not be accepted. Bidders may contact the Contracting Authority by email at PROPOSAL-PROPOSITION@ELECTIONS.CA to obtain an electronic version of this template in MSWord or .rtf format.

Where the bidder is not an individual and a Resource is proposed, the Contractor Profile and the Resource Profile must be provided. Where the bidder is an individual, the Resource Profile only must be provided.

CONTRACTOR PROFILE	
Name <i>(As it would appear on a contract awarded by Elections Canada)</i>	
E-mail Address	
Business Address (including postal code)	
Mailing Address (provide your complete mailing address if it differs from your business address)	<input type="checkbox"/> Same as Business Address
Telephone Numbers (if applicable)	Home: Business: Cell: Fax:

RESOURCE PROFILE
A bidder can submit one bid covering more than one FLO Region and/or Backup FLO Region, provided that the same Resource is proposed for all regions. If a bidder is proposing more than one Resource, such bidder must submit a separate bid for each Resource.

Name <i>(as it would appear on a contract awarded by Elections Canada if the proposed Resource is the Contractor)</i>	
FLO and/or Backup FLO Region <i>(indicate all Regions for which the Resource is being proposed – see list in Part 11)</i>	
E-mail Address	
Residential Address (including postal code)	
Mailing Address (including postal code) <i>(provide your complete mailing address if it differs from your residential address)</i>	<input type="checkbox"/> Same as Residential Address
Telephone Numbers	Home: Business: Cell: Fax:

Curriculum Vitae (Résumé)

Bidders must submit with their proposal a Curriculum Vitae (Résumé) for the proposed Resource.

The Résumé should provide sufficient detail about identified work experiences and duration of work assignments. The details should include the month and year a work assignment started and the month and year it ended. The description of the work assignment during each period should include the position occupied by the proposed resource during each period, the roles and responsibilities associated with the position and any awards, citations or other accomplishments of the proposed resource during that work experience.

Résumés will only be used by evaluators to verify the contents of the proposal not to augment it. If there is information in the Résumé that is pertinent to the response to any given criterion, the content must appear in the response to that criterion.

References

Provide a minimum of two (2) professional references. These references may be used by Elections Canada to verify and validate the information submitted by the Resource at the interview.

For each reference, please provide:

Contact name:
Position:
Relationship to proposed Resource:
Tel. no. - daytime:
Tel. no. – evening:
E-mail address:

Reference 1:

Reference 2:

Part 8 – Bidder Response Template

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

M-1 Language of Work

For all FLO Regions and Backup FLO Regions *outside* the province of Quebec: Resource must be able to speak, read and write fluently in English.

For all FLO Regions and Backup FLO Regions *inside* the province of Quebec: Resource must be able to speak, read and write fluently in French.

Bidder's response to M-1 (*Please check the appropriate box below. If both are applicable, please check both boxes*):

- Yes, the proposal is for a FLO Region or Backup FLO Region *outside* the province of Quebec, and the Resource is able to speak, read and write fluently in English.
- Yes, the proposal is for a FLO Region or Backup FLO Region *inside* the province of Quebec, and the Resource is able to speak, read and write fluently in French.

M-2 Electoral Experience

The Resource must possess experience in managing electoral operations for at least one electoral event at the federal, provincial or territorial level in any of the following roles:

- a) as a field liaison officer (FLO), returning officer (RO) or assistant returning officer (ARO) or a position equivalent to any of these or
- b) as a contractor or employee providing advice and guidance to FLOs, ROs, or AROs or a position equivalent to any of these

The bidder must indicate:

- a) the year, the level and the type of electoral event (federal, provincial or territorial; general election or by-election)
- b) the title of the position held by the Resource and provide a brief summary of the duties and responsibilities that the Resource carried out in that position

When the title of the position is something other than FLO, RO or ARO, the bidder must indicate to which of these the position is equivalent.

Bidder's response to M-2:

Section B) Point-Rated Technical Evaluation Criteria

No.	Criterion/Description	Response Requirement	Overall Weight	Evaluation Criteria and Weight
R-1	The Resource should have received a degree from a recognized university with a specialization in Business Administration or have a minimum of 10 years of business administration experience.	<p>The bidder should indicate the level of education of the Resource and list any degrees or diplomas obtained or credit courses that the Resource has completed. The bidder should also indicate which university, college or school issued the degree, diploma or certificate and its location (city, province/state, country).</p> <p>Or</p> <p>The bidder should detail the business administration work history of the Resource, including:</p> <ul style="list-style-type: none"><input type="checkbox"/> the period of each work assignment, indicating the start date and end date in month/year format (e.g. from 02/1996 to 06/2000)<input type="checkbox"/> the duties and responsibilities of the Resource while in each position <p>A separate list of duties and responsibilities should be provided for each work assignment indicated.</p>	5%	<p>The Resource has completed a degree from a recognized university in business administration or 10 years of business administration experience (100%)</p> <p>The Resource has completed a degree from a recognized university in another field or five years of business administration experience (75%)</p> <p>The Resource has completed a post-secondary diploma from a recognized college or three years of business administration experience (50%)</p> <p>The Resource has not completed a degree from a recognized college or university or has no years of business administration experience (0%)</p>

No.	Criterion/Description	Response Requirement	Overall Weight	Evaluation Criteria and Weight
Bidder's response to R-1:				
R-2	The Resource should have experience managing electoral operations for federal electoral events.	<p>The bidder should indicate a maximum of three federal electoral events in which the Resource took part in a management position.</p> <p>For each electoral event identified, the bidder should include:</p> <ul style="list-style-type: none"> <input type="checkbox"/> the year of the electoral event <input type="checkbox"/> whether it was a general election or by-election <input type="checkbox"/> the position held by the Resource before and during the electoral event <p>The following are considered to be federal management positions:</p> <p>Category I</p> <ul style="list-style-type: none"> <input type="checkbox"/> Field liaison officer <input type="checkbox"/> Returning officer <p>Category II</p> <ul style="list-style-type: none"> <input type="checkbox"/> Assistant returning officer <input type="checkbox"/> Additional assistant returning officer <p>Category III</p> <ul style="list-style-type: none"> <input type="checkbox"/> Revision supervisor <input type="checkbox"/> Automation coordinator <input type="checkbox"/> Office manager 	6%	<p>Three electoral events in Category I, at least two of which were general elections (100%)</p> <p>Two electoral events in Category I, at least one of which was a general election; OR three or more electoral events in Category II, at least two of which were general elections; OR three electoral events in Category III (75%)</p> <p>One electoral event in Category I that was a general election; OR at least two electoral events in Category II or Category III, at least two of which were general elections (50%)</p> <p>At least one electoral event in Category II or Category III that was a general election (25%)</p> <p>No management experience of electoral operations for federal events (0%)</p>

No.	Criterion/Description	Response Requirement	Overall Weight	Evaluation Criteria and Weight
Bidder's response to R-2:				
R-3	The Resource should have experience managing electoral operations for a provincial or territorial electoral agency for provincial or territorial electoral events.	<p>The bidder should indicate a maximum of three provincial or territorial electoral events in which the Resource took part in a management position.</p> <p>For each electoral event identified, the bidder should include:</p> <ul style="list-style-type: none"> <input type="checkbox"/> the year of the electoral event <input type="checkbox"/> whether it was a general election or by-election <input type="checkbox"/> the position held by the Resource before and during the electoral event <input type="checkbox"/> the duties and responsibilities of the Resource as part of the electoral event <p>The management positions should be similar or equivalent to those indicated in R2 above.</p> <p>Category I</p> <ul style="list-style-type: none"> <input type="checkbox"/> Returning officer <input type="checkbox"/> Field liaison officer <p>Category II</p> <ul style="list-style-type: none"> <input type="checkbox"/> Assistant returning officer <input type="checkbox"/> Additional assistant returning officer <p>Category III</p> <ul style="list-style-type: none"> <input type="checkbox"/> Revision supervisor <input type="checkbox"/> Automation coordinator 	3%	<p>Three electoral events in Category I, at least two of which were general elections (100%)</p> <p>Two electoral events in Category I, at least one of which was a general election; OR three or more electoral events in Category II, at least two of which were general elections; OR three electoral events in Category III (75%)</p> <p>One electoral event in Category I that was a general election; OR at least two electoral events in Category II or Category III, at least two of which were general elections (50%)</p> <p>At least one electoral event in Category II or Category III that was a general election (25%)</p> <p>No management experience of electoral operations for provincial or territorial electoral events (0%)</p>

No.	Criterion/Description	Response Requirement	Overall Weight	Evaluation Criteria and Weight
		<input type="checkbox"/> Office manager		
Bidder's response to R-3:				
R-4	<p>The Resource should have experience in a supervisory role:</p> <p>a) Monitoring the conduct of client service-oriented activities</p> <p>b) Assessing the quality of the services delivered</p> <p>c) Reporting to management on the effectiveness of the services provided, including any recommendations for improvement</p>	<p>The bidder should describe one specific example of the experience of the Resource in a supervisory role by providing the following information:</p> <ul style="list-style-type: none"> <input type="checkbox"/> the name of the organization for which the monitoring activity was carried out <input type="checkbox"/> the role of the Resource in carrying out the monitoring and assessment process <input type="checkbox"/> the nature of the client service being monitored <input type="checkbox"/> any applicable service standards <input type="checkbox"/> the number of resources monitored <input type="checkbox"/> the methodology used to both monitor and carry out the assessment <input type="checkbox"/> the nature of the report (e.g. verbal or written) <input type="checkbox"/> the recommendations or actions taken as a result of the monitoring and/or assessment process 	15%	<p>The Resource has demonstrated experience in monitoring, assessing and reporting on client service activities (100%)</p> <p>The Resource has demonstrated experience in two of the three activities – namely, monitoring, assessing and reporting on client service (50%)</p> <p>The Resource has demonstrated experience in only one or in none of the three activities – namely, monitoring, assessing and reporting on client service (0%)</p>
Bidder's response to R-4:				

No.	Criterion/Description	Response Requirement	Overall Weight	Evaluation Criteria and Weight
R-5	The Resource should have experience responding to media requests in three areas: television, radio and print.	<p>The bidder should describe two specific examples of media requests to which the Resource responded, for each of the following areas: television, radio and print.</p> <p>For each example, the bidder should indicate:</p> <ul style="list-style-type: none"> <input type="checkbox"/> for which medium the request was submitted <input type="checkbox"/> the responsibilities of the Resource in responding to the request <input type="checkbox"/> any technology used by the Resource in preparing or delivering the response 	10%	<p>The Resource has responded to at least two media requests for each medium (100%)</p> <p>The Resource has responded to at least two media requests for two of the three media (75%)</p> <p>The Resource has responded to at least one media request for each medium (50%)</p> <p>The Resource has responded to at least two media requests for one of the three media (25%)</p> <p>The Resource has responded to less than two media requests (0%)</p>
Bidder's response to R-5:				
R-6 (a)	The Resource should have a minimum of five years of experience managing a minimum of five personnel.	<p>The bidder should describe the experience of the Resource managing personnel using examples specifically related to his or her years of experience.</p> <p>Response should include:</p> <ul style="list-style-type: none"> <input type="checkbox"/> The start date and end date for each work assignment in month/year format (e.g. from 02/1996 to 06/2000). If the month is 	6%	<p>The response demonstrates that the Resource has the following number of years of experience managing a minimum of five personnel:</p> <p>Five or more years of experience managing a minimum of five personnel (100%)</p> <p>Four years but less than five years of experience managing a minimum</p>

No.	Criterion/Description	Response Requirement	Overall Weight	Evaluation Criteria and Weight
		<p>not provided for a start or end date, the bidder will be given credit for only one month in the cited year. If no specific year is identified (e.g. "Mr. X has ten years of experience"), the bidder will be given no credit.</p> <ul style="list-style-type: none"><input type="checkbox"/> The duties and responsibilities of the Resource managing personnel while in the position indicated.<input type="checkbox"/> The number of personnel under the management of the Resource.		<p>of five personnel (75%)</p> <p>Three years but less than four years of experience managing a minimum of five personnel (50%)</p> <p>Two years but less than three years of experience managing a minimum of five personnel (25%)</p> <p>Less than two years of experience managing a minimum of five personnel or did not manage a minimum of five personnel (0%)</p>
Bidder's response to R-6 (a):				

No.	Criterion/Description	Response Requirement	Overall Weight	Evaluation Criteria and Weight
R-6 (b)	The Resource should have experience recruiting personnel.	<p>The bidder should describe the experience of the Resource using one example specifically related to recruitment.</p> <p>The bidder should provide details of:</p> <ul style="list-style-type: none"> <input type="checkbox"/> The role of the Resource in the recruitment process <input type="checkbox"/> The number of personnel recruited by the Resource <input type="checkbox"/> The positions for which the recruitment was required <input type="checkbox"/> The method of recruitment <input type="checkbox"/> Any guidelines, processes or procedures regulating the recruitment 	6%	<p>Response clearly demonstrates that the Resource has extensive experience recruiting personnel and that he or she has an excellent opportunity of success in achieving such requirement (100%)</p> <p>The response demonstrates that the Resource has adequate experience recruiting personnel (50%)</p> <p>The response demonstrates that the Resource has little or does not have any experience recruiting personnel (0%)</p>
Bidder's response to R-6 (b):				
R-6 (c)	The Resource should have experience training personnel.	<p>The bidder should describe the experience of the Resource using one example specifically related to training personnel.</p> <p>The bidder should provide details of:</p> <ul style="list-style-type: none"> <input type="checkbox"/> The recipient of any training <input type="checkbox"/> The type of training provided by the Resource (training methods, course content, etc.) <input type="checkbox"/> Where the training was provided and a description of the setting and 	6%	<p>The response clearly demonstrates that the Resource has the ability to provide personnel training and that he or she has an excellent opportunity for success in achieving this requirement (100%)</p> <p>The response demonstrates that the Resource has limited ability to conduct personnel training (50%)</p> <p>The response does not demonstrate</p>

No.	Criterion/Description	Response Requirement	Overall Weight	Evaluation Criteria and Weight
		environmental factors that affected the learning objectives <input type="checkbox"/> The duration of the training provided <input type="checkbox"/> The frequency of the training provided		that the Resource has the ability to train personnel (0%)
Bidder's response to R-6 (c):				
R-6 (d)	The Resource should have experience evaluating personnel performance.	The bidder should describe the experience of the Resource using one example specifically related to evaluating personnel performance. The bidder should describe the methodologies employed by the Resource to evaluate personnel performance. <input type="checkbox"/> Frequency of evaluation cycles <input type="checkbox"/> Number of personnel evaluated	6%	The response demonstrates that the Resource has extensive and thorough experience in evaluating personnel performance (100%) The response demonstrates that the Resource has adequate experience in evaluating personnel performance (50%) The response does not demonstrate that the Resource has sufficient understanding of or experience in conducting personnel performance evaluations (0%)
Bidder's response to R-6 (d):				
R-6 (e)	The Resource should have experience coaching personnel.	The bidder should describe the experience of the Resource using one example specifically	6%	The response demonstrates that the Resource has in-depth experience coaching personnel on an ongoing

No.	Criterion/Description	Response Requirement	Overall Weight	Evaluation Criteria and Weight
		related to coaching. The bidder should provide details of: <input type="checkbox"/> The nature of the coaching carried out <input type="checkbox"/> The recipient of any coaching <input type="checkbox"/> The purpose of the coaching <input type="checkbox"/> The frequency of the coaching <input type="checkbox"/> The method (steps) employed by the Resource to carry out the coaching		or recurring basis (100%) The response demonstrates that the Resource has in-depth experience coaching personnel but only on an as and when required basis; OR Resource has limited experience in coaching personnel on an ongoing or recurring basis (50%) The response demonstrates that the Resource has little or no experience coaching personnel (0%)
Bidder's response to R-6 (e):				

No.	Criterion/Description	Response Requirement	Overall Weight	Evaluation Criteria and Weight
R-7 (a)	The Resource should have experience using Microsoft Outlook or similar e-mail software.	The bidder should indicate the level of expertise of the Resource with such software (e.g. expert, intermediate, beginner or no experience) and provide written details of his or her capabilities with such software to support the claimed level of expertise.	1%	<p>The level of expertise claimed will be compared to the details of the capabilities described and scored as follows:</p> <p>Expert – Written details of experience demonstrate strong capability (100%)</p> <p>Intermediate – Written details of experience demonstrate adequate capability (75%)</p> <p>Beginner – Written details of experience demonstrate weak capability (50%)</p> <p>No Experience – Written details of capability not expressed (0%)</p>
Bidder's response to R-7 (a):				
R-7 (b)	The Resource should have experience using Microsoft Word or similar word processing software.	The bidder should indicate the level of expertise of the Resource with such software (e.g. expert, intermediate, beginner or no experience) and provide written details of his or her capabilities with such software to support the claimed level of expertise.	1.5%	<p>The level of expertise claimed will be compared to the details of the capabilities described and scored as follows:</p> <p>Expert – Written details of experience demonstrate strong capability (100%)</p> <p>Intermediate – Written details of experience demonstrate adequate capability (75%)</p> <p>Beginner – Written details of</p>

No.	Criterion/Description	Response Requirement	Overall Weight	Evaluation Criteria and Weight
				experience demonstrate weak capability (50%) No Experience – Written details of capability not expressed (0%)
Bidder's response to R-7 (b):				
R-7 (c)	The Resource should have experience using Microsoft Excel or similar software used to create spreadsheets.	The bidder should indicate the level of expertise of the Resource with such software (e.g. expert, intermediate, beginner or no experience) and provide written details of his or her capabilities with such software to support the claimed level of expertise.	1.5%	The level of expertise claimed will be compared to the details of the capabilities described and scored as follows: Expert – Written details of experience demonstrate strong capability (100%) Intermediate – Written details of experience demonstrate adequate capability (75%) Beginner – Written details of experience demonstrate weak capability (50%) No Experience – Written details of capability not expressed (0%)
Bidder's response to R-7 (c):				
R-8 (a)	The Resource should have abilities in project	The bidder should provide a maximum of two project examples in which the Resource	7%	The response clearly demonstrates that the Resource has the ability to

No.	Criterion/Description	Response Requirement	Overall Weight	Evaluation Criteria and Weight
	management.	specifically demonstrated project management abilities. For each project example, the bidder should indicate: <ul style="list-style-type: none"> <input type="checkbox"/> A description of the project (workload, deadlines, personnel issues, location of the work, etc.) <input type="checkbox"/> The methods used by the Resource to manage concurrent activities within short time frames <input type="checkbox"/> The methods employed by the Resource to get the work completed <input type="checkbox"/> The outcome of the project 		carry out project management and that he or she has an excellent opportunity of success in achieving this requirement (100%) The response demonstrates that the Resource has limited ability to carry out project management (50%) The response does not demonstrate that the Resource has the ability to carry out project management (0%)
Bidder's response to R-8 (a):				
R-8 (b)	The Resource should have abilities in problem-solving.	The bidder should provide a maximum of two project examples in which the Resource specifically demonstrated problem-solving abilities. For each project example, the bidder should indicate: <ul style="list-style-type: none"> <input type="checkbox"/> The nature of the situation and how the Resource discovered the perceived problem or trouble <input type="checkbox"/> The impact of non-resolution of the situation <input type="checkbox"/> The steps taken by the Resource to 	7%	The response clearly demonstrates that the Resource has the ability to solve problems and that he or she has an excellent opportunity of success in achieving this requirement (100%) The response demonstrates that the Resource has limited ability to solve problems (50%) The response does not demonstrate that the Resource has the ability to solve problems (0%)

No.	Criterion/Description	Response Requirement	Overall Weight	Evaluation Criteria and Weight
		resolve the situation <input type="checkbox"/> The outcome of the situation		
Bidder's response to R-8 (b):				
R-8 (c)	The Resource should have abilities to work under pressure.	The bidder should provide a maximum of two project examples in which the Resource specifically demonstrated abilities to work under pressure. For each project example, the bidder should indicate: <input type="checkbox"/> A description of the pressures in the work environment (situation, workload, deadlines, personnel issues, location of the work, etc.) <input type="checkbox"/> The methods used by the Resource to cope with the pressure <input type="checkbox"/> The methods employed by the Resource to ensure that the work was completed <input type="checkbox"/> The outcome of the situation	7%	The response clearly demonstrates that the Resource has the ability to work under pressure and that he or she has an excellent opportunity of success in achieving this requirement (100%) The response demonstrates that the Resource has limited ability to work under pressure (50%) The response does not demonstrate that the Resource has the ability to work under pressure (0%)
Bidder's response to R-8 (c):				
R-9	The Resource should have the ability to communicate effectively in writing.	The ability of the Resource to communicate effectively in writing will be evaluated using the responses provided to questions R-8 (a),	6%	Responses are very clear and easy to understand (100%)

PROTECTED WHEN COMPLETED

Elections Canada File Number: ECSVT-RFP-13-0460

Field Liaison Officers/Backup Field Liaison Officers

No.	Criterion/Description	Response Requirement	Overall Weight	Evaluation Criteria and Weight
		(b) and (c). The response of the Resource should demonstrate effective written communication abilities, such as logic, coherence and consistent structure in his or her writing style.		Responses are reasonably clear and somewhat easy to understand (50%) Responses are poorly prepared and hard to follow (0%)

Part 9 – Interview Evaluation Criteria

Section A) Mandatory Interview Evaluation Criteria

M-1 – Language of Work	<p>Where a proposal has been submitted for a FLO Region or Backup FLO Region <i>outside</i> the province of Quebec, the Resource must show throughout the interview that he or she has the ability to speak fluently in English – namely, by conversing with confidence, clarity, conciseness, logic, precision and good punctuation, grammar and vocabulary.</p> <p>Where a proposal has been submitted for a FLO Region or Backup FLO Region <i>inside</i> the province of Quebec, the Resource must show throughout the interview that he or she has the ability to speak fluently in French – namely, by conversing with confidence, clarity, conciseness, logic, precision and good punctuation, grammar and vocabulary.</p> <p>Where a proposal has been submitted for the same Resource to more than one FLO Region or Backup FLO Region, only one interview will be conducted. In such case, if the FLO Regions or Backup FLO Regions selected are both outside and inside the province of Quebec, the interview will be conducted in English and French. The Resource must show throughout the interview that he or she has the ability to speak fluently in English and French, namely by conversing with confidence, clarity, conciseness, logic, precision and good punctuation, grammar and vocabulary.</p>	Compliant or Non-Compliant
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Section B) Point-Rated Interview Evaluation Criteria

Question	Evaluation Criteria	Score	Overall Weight
<p>R-1 The Resource should have knowledge of the responsibilities of the federal Returning Officer during pre-event planning, outlining details of any processes followed and how these responsibilities are undertaken.</p>	<p>A maximum of 4 responsibilities related to pre-event planning may be identified. For each responsibility, the interview response demonstrates the following:</p> <ol style="list-style-type: none"> 1. The Resource identifies a valid responsibility of the federal Returning Officer related to pre-event planning and the response accurately details the processes followed and accurately details how this responsibility is undertaken. = 100% 2. The Resource identifies a valid responsibility of the federal Returning Officer related to pre-event planning and the response somewhat details the processes followed and somewhat details how this responsibility is undertaken. = 50% 3. The Resource does not identify a valid responsibility of the Returning Officer related to pre-event planning OR the response does not detail the processes followed OR doesn't detail how the responsibility is undertaken. = 0% <p>Each responsibility will be evaluated separately and an average score of the 4 responses will be applied to determine the score for R1.</p> <p><i>For Example:</i> Responsibility 1 score = 100% Responsibility 2 score = 50% Responsibility 3 score = 100% Responsibility 4 score = 0% Average score = 62.5%</p>	<p>Average of the 4</p>	<p>14%</p>

Question	Evaluation Criteria	Score	Overall Weight
<p>R-2 The Resource should have knowledge of the responsibilities of the federal Returning Officer during electoral events, outlining details of any processes followed and how these responsibilities are undertaken.</p>	<p>A maximum of 4 responsibilities related to electoral events may be identified. For each responsibility, the interview response demonstrates the following:</p> <ol style="list-style-type: none"> 1. The Resource identifies a valid responsibility of the federal Returning Officer related to electoral events and the response accurately details the processes followed and accurately details how this responsibility is undertaken = 100%. 2. The Resource identifies a valid responsibility of the federal Returning Officer related to electoral events and the response somewhat details the processes followed and somewhat details how this responsibility is undertaken = 50%. 3. The Resource does not identify a valid responsibility of the Returning Officer related to electoral events OR the response does not detail the processes followed OR doesn't detail how the responsibility is undertaken = 0%. <p>Each responsibility will be evaluated separately and an average score of the 4 responses will be applied to determine the score for R2.</p> <p><i>For Example:</i> Responsibility 1 score = 0% Responsibility 2 score = 50% Responsibility 3 score = 100% Responsibility 4 score = 0% Average score = 37.5%</p>	<p>Average of the 4</p>	<p>14%</p>

Question	Evaluation Criteria	Score	Overall Weight
<p>R-3 The Resource should demonstrate the ability to exercise sound judgment.</p>	<ol style="list-style-type: none"> 1. The interview response demonstrates that the Resource has an excellent understanding of the criteria and that he or she has the ability to easily exercise sound judgment. 2. The interview response demonstrates that the Resource has a limited understanding of the criteria and that he or she has some ability to exercise sound judgment. 3. The interview response does not demonstrate that the Resource has the ability to exercise sound judgment. 	<p>100%</p> <p>50%</p> <p>0%</p>	<p>20%</p>
<p>R-4 The Resource should have the ability to be persuasive by influencing the opinions, attitudes and/or behaviour of others and thereby direct everyone toward a common goal or achieve a specific objective.</p>	<ol style="list-style-type: none"> 1. The interview response demonstrates that the Resource has an excellent understanding of the criteria and that he or she has the ability to easily be persuasive. 2. The interview response demonstrates that the Resource has a limited understanding of the criteria and that he or she has some ability to be persuasive. 3. The interview response does not demonstrate that the Resource has the ability to be persuasive. 	<p>100%</p> <p>50%</p> <p>0%</p>	<p>10%</p>
<p>R-5 The Resource should have leadership skills.</p>	<ol style="list-style-type: none"> 1. The interview response demonstrates that the Resource has an excellent understanding of the criteria and that he or she has the ability to easily exercise leadership skills. 2. The interview response demonstrates that the Resource has a limited understanding of the criteria and that he or she has some leadership skills. 3. The interview response does not demonstrate that the Resource has leadership skills. 	<p>100%</p> <p>50%</p> <p>0%</p>	<p>20%</p>

Question	Evaluation Criteria	Score	Overall Weight
<p>R-6 The Resource should have the ability to effectively improvise or adapt to get the work done.</p>	<ol style="list-style-type: none"> 1. The interview response demonstrates that the Resource has an excellent understanding of the criteria and that he or she has the ability to easily improvise or adapt. 2. The interview response demonstrates that the Resource has a limited understanding of the criteria and that he or she has some ability to improvise or adapt. 3. The interview response does not demonstrate that the Resource has the ability to improvise or adapt. 	<p>100%</p> <p>50%</p> <p>0%</p>	<p>20%</p>
<p>R-7 Ability to converse in the second official language of the FLO Region or Backup FLO Region.</p> <p>Note to bidders: For a FLO Region or Backup FLO Region inside the province of Quebec, the second official language is English. For a FLO Region or Backup FLO Region outside of the province of Quebec, the second official language is French.</p> <p>The Resource will be asked to answer Question R-6 (Ability to effectively improvise or adapt to get the work done) in the second official language of the FLO Region or Backup FLO Region. The Resource must be able to converse in such language with confidence, clarity, conciseness, logic, precision and proper punctuation, grammar and vocabulary.</p>	<ol style="list-style-type: none"> 1. The interview response clearly demonstrates the ability of the Resource to converse in the second official language. 2. The interview response demonstrates that the Resource has a limited ability to converse in the second official language. 3. The interview response demonstrates that the Resource is unable to converse in the second official language. 	<p>100%</p> <p>50%</p> <p>0%</p>	<p>2%</p>

Part 10

CERTIFICATES

I, the undersigned, on behalf of _____ (*insert name of Bidder*) (the "Bidder") in submitting the accompanying proposal (the "proposal") to Elections Canada hereby make the following statements, that I certify to be true and complete in every respect:

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying proposal will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the Bidder to sign this Certificate, and to submit the accompanying proposal, on behalf of the Bidder;
4. Each person whose signature appears on the accompanying proposal has been authorized by the Bidder to determine the terms of, and to sign, the proposal, on behalf of the Bidder.

1.1 Federal Contractors Program – Certification

- 1.1.01 The Federal Contractors Program (FCP) requires that some suppliers bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to contract award. If the Bidder is subject to the FCP, evidence of its commitment must be provided before the award of the contract.
- 1.1.02 Suppliers who have been declared ineligible contractors by Human Resources and Social Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the *Government Contract Regulations*. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bid from ineligible contractors will be declared non-responsive.
- 1.1.03 If the Bidder does not fall within the exceptions enumerated in 1.1.04 (a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Bidder must fax (819-953-8768) a copy of the signed form LAB

1168, Certificate of Commitment to Implement Employment Equity (<http://www1.servicecanada.gc.ca/cgi-bin/search/eforms/index.cgi?app=profile&form=lab1168&dept=sc&lang=>, to the Labour Branch of HRSDC.

1.1.04 The Bidder certifies its status with the FCP, as follows:

The Bidder

- (a) () is not subject to the FCP, having a workforce of less than 100 full time or part-time permanent employees and/or temporary employees having worked 12 weeks or more in Canada,
- (b) () is not subject to the FCP, being a regulated employer under the *Employment Equity Act*, S.C. 1995, c. 44;
- (c) () is subject to the requirements of the FCP, having a workforce of 100 or more full time or part-time permanent employees and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC, (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;
- (d) () is subject to the FCP, and has a valid certificate number as follows: _____ (e.g. has not been declared ineligible contractor by HRSDC).

1.1.05 Further information on the FCP is available on the following HRSDC Web site: <http://www.hrsdc.gc.ca/en/labour/equality/fcp/index.shtml>

1.2 Former Public Servant Certification

1.2.01 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 spending public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required in this section 1.2.

1.2.02 For the purposes of this clause,

"former public servant" or "FPS" means a 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 and includes:

- (a) an individual;
- (b) an individual who has incorporated;
- (c) a partnership made up of former public servants; or
- (d) 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 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.

1.2.03 Is the Bidder a FPS in receipt of a pension as defined above?
YES () NO ()

If so, 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.

- 1.2.04 Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program?
YES () NO ()

If so, the Bidder must provide the following information:

- (a) name of former public servant;
 - (b) conditions of the lump sum payment incentive;
 - (c) date of termination of employment;
 - (d) amount of lump sum payment;
 - (e) rate of pay on which lump sum payment is based;
 - (f) period of lump sum payment including start date, end date and number of weeks;
 - (g) number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.
- 1.2.05 For all contracts awarded during the lump sum payment period, the total amount of fee 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.
- 1.2.06 By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

1.3 Status and Availability of Resources

- 1.3.01 The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, the resource proposed in its bid will be available to perform the Work as required by Elections Canada's representatives and at the time specified in the bid solicitation or agreed to with Elections Canada's representatives. The Bidder acknowledges that the resource proposed in its bid may not be substituted for any reasons.
- 1.3.02 If the Bidder has proposed a 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.

1.4 Education and Experience

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

warrants that the resource proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

1.5 Avoidance of Political Partisanship

1.5.01 The Bidder certifies that:

- (a) he/she or its officers and employees who will be responsible of 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 a contract, in politically partisan activities at the federal, provincial, territorial or municipal level. Politically partisan activities include actively or publicly supporting or opposing the election of any federal, provincial, territorial or municipal political party or candidate for federal, provincial, territorial or municipal elective office, or any federal, provincial, territorial or municipal 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 set out in the Contract shall not perform work or supervise work for or on behalf of any federal, provincial, territorial or municipal political party nor any candidate for federal, provincial, territorial or municipal elective office, nor any person, body, agency or institution with politically partisan purposes or objectives at the federal, provincial, territorial or municipal level, nor any federal, provincial, territorial or municipal referendum committee, where the performance or supervision of such work raises a reasonable apprehension of political partisanship.

1.5.02 The certification in Subsection 1.5.01 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.

1.6 Bid Rigging

1.6.01 For the purpose of this Certificate and the accompanying proposal, it is understood that the word “competitor” shall include any individual or organization, other than the Bidder, whether or not an Affiliate with the Bidder, who:

- (a) has been requested to submit a proposal in response to the request for proposal;
- (b) could potentially submit a proposal in response to the request for proposal, based on their qualification, abilities or experience;

1.6.02 The Bidder disclosed that (check one of the following, as applicable):

- (a) the Bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with, any competitor;

or

- (b) the Bidder has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this call for bids, 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.

1.6.03 In particular, without limiting the generality of paragraphs 1.6.02 (a) or 1.6.02 (b) above, there has been no consultation, communications, agreement or arrangement with any competitor regarding:

- (a) prices
- (b) methods, factors or formulas used to calculate prices
- (c) the intention or decisions to submit, or not to submit, a bid
- (d) the submission of a bid which does not meet the specifications of the call for bids

except as specifically disclosed pursuant to paragraph 1.6.02 (b) above.

1.6.04 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 bids relates, except as specially authorized by the Contracting Authority or as specifically disclosed pursuant to paragraph 1.6.02 (b) above.

1.6.05 The terms of the accompanying proposal have not been, and will not be, knowingly disclosed by the Bidder, directly or indirectly, to any competitor,

Elections Canada File Number: ECSVT-RFP-13-0460
Numéro de dossier d'Élections Canada : ECSVT-RFP-13-0460

Field Liaison Officers/Backup Field Liaison Officers
Agents de liaison en région/Agents de liaison en région suppléants

Part 11 – Annex A / Partie 11 – Annexe A

Field Liaison Officer Region Targeted by the Request for Proposal

Région de l'agent de liaison en région visée par la demande de proposition

Northern Canada / Nord du Canada

Comprises the following electoral districts: /
Comprend les circonscriptions suivantes :

60001 – Yukon

61001 – Western Arctic

62001 – Nunavut

Part 11 – Annex B / Partie 11 – Annexe B

List of Backup Field Liaison Officer Regions Targeted by the Request for Proposal

Liste des régions des agents de liaison en région suppléants visées par la demande de proposition

1 Atlantic Provinces / Provinces de l'Atlantique

Comprises all electoral districts in the provinces of Newfoundland and Labrador, Prince Edward Island, New Brunswick and Nova Scotia / Comprend toutes les circonscriptions des provinces de Terre-Neuve-et-Labrador, de l'Île-du-Prince-Édouard, du Nouveau-Brunswick et de la Nouvelle-Écosse

2 Quebec / Québec

Comprises all electoral districts in the province of Quebec / Comprend toutes les circonscriptions de la province de Québec

3 Greater Toronto Area / Région du Grand Toronto

Comprises all electoral districts in the following field liaison officer regions: / Comprend toutes les circonscriptions des régions des agents de liaison en région suivantes :
Toronto 1, Toronto 2, Toronto 3

Toronto 1

35005	Beaches–East York
35005	Beaches–East York
35016	Don Valley East / Don Valley-Est
35017	Don Valley West / Don Valley-Ouest
35045	Markham–Unionville
35053	Newmarket–Aurora
35059	Oak Ridges–Markham
35072	Pickering–Scarborough East / Pickering–Scarborough-Est
35080	Scarborough–Agincourt
35081	Scarborough Centre / Scarborough-Centre
35082	Scarborough–Guildwood
35083	Scarborough–Rouge River
35084	Scarborough Southwest / Scarborough-Sud-Ouest
35094	Toronto–Danforth

Toronto 2

35006	Bramalea–Gore–Malton
35007	Brampton–Springdale
35008	Brampton West / Brampton-Ouest
35022	Etobicoke Centre / Etobicoke-Centre
35023	Etobicoke–Lakeshore
35024	Etobicoke North / Etobicoke-Nord
35047	Mississauga–Brampton South / Mississauga–Brampton-Sud
35048	Mississauga East–Cooksville / Mississauga-Est–Cooksville
35049	Mississauga–Erindale
35050	Mississauga South / Mississauga-Sud
35051	Mississauga–Streetsville
35096	Vaughan

Toronto 3

35015	Davenport
35019	Eglinton–Lawrence
35068	Parkdale–High Park
35075	Richmond Hill
35077	St. Paul's
35089	Thornhill
35093	Toronto Centre / Toronto-Centre
35095	Trinity–Spadina
35100	Willowdale
35103	York Centre / York-Centre
35105	York South–Weston / York-Sud–Weston
35106	York West / York-Ouest



FEDERAL ELECTORAL DISTRICTS
CIRCONSCRIPTIONS FÉDÉRALES

Field Liaison Officer / Agent de liaison en région

Number	Electoral district name Nom de la circonscription
10001	Avalon
10002	Bonavista—Gander—Grand Falls—Windsor
10003	St. John's East—St. John's East
10004	St. John's South—Mount Pearl
10005	St. John's West—Mount Pearl
10006	St. John's West—Mount Pearl
10007	St. John's West—Mount Pearl

FIELD LIAISON OFFICER
AGENT DE LIAISON EN RÉGION

NEWFOUNDLAND AND LABRADOR
TERRE-NEUVE-ET-LABRADOR

REPRESENTATION ORDER OF 2003
ORDRE DE REPRÉSENTATION ÉLECTORALE DE 2003

Field Liaison Officer / Agent de liaison en région

Order of Representation / Ordre de représentation

2003



Source: Statistics Canada, Electoral Districts, 2003. Reproduced with permission. All rights reserved. © 2003. Tous droits réservés. Le Québec est une province distincte. Le Nouveau-Brunswick est une province distincte. Le territoire du Nunavut est une province distincte. Le territoire des Territoires du Nord-Ouest est une province distincte. Le territoire des Territoires du Nord-Est est une province distincte. Le territoire du Yukon est une province distincte. Le territoire du Nunavut est une province distincte. Le territoire des Territoires du Nord-Ouest est une province distincte. Le territoire des Territoires du Nord-Est est une province distincte. Le territoire du Yukon est une province distincte.




FIELD LIAISON OFFICER
AGENT DE LIASON EN RÉGION
NOVA SCOTIA
NOUVELLE-ÉCOSSE
 REPUBLICAN STATISTICAL CENTER OF 2003
 DÉPÔT DE L'INFORMATION ÉLECTORALE DE 2003
 1:800-968-3643
 1-800-968-3643
 1-800-968-3643

FEDERAL ELECTORAL DISTRICTS
CIRCSCRIPTIONS FÉDÉRALES

Plan of Halifax 1984 as of 1994 and 2003

Number	Electoral district name Nom de la circonscription
12091	Cape Breton—Canso
12092	Central Nova—Pictou County
12093	Colchester—Cobequid
12094	Halifax
12095	Halifax West / Halifax-Ouest
12096	Halifax East
12097	Halifax North—Cape Breton—Pictou County
12098	Halifax South—Cape Breton—Pictou County
12099	South Shore—St. Margarets
12100	Springdale
12101	West Nova—Northwest



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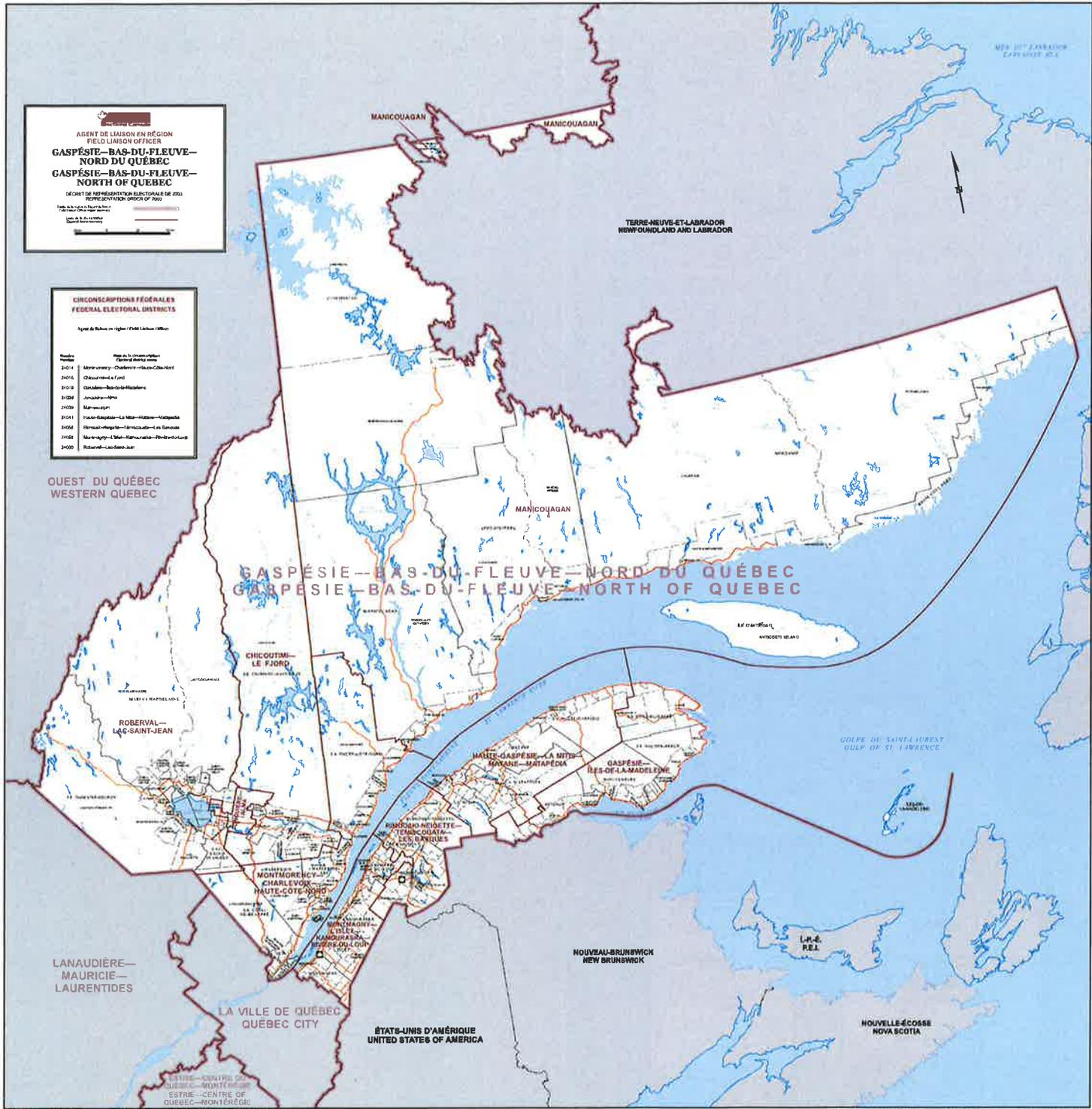


AGENT DE LIAISON EN RÉGION
FIELD LIAISON OFFICER
GASPÉSIE—BAS-DU-FLEUVE—
NORD DU QUÉBEC
GASPÉSIE—BAS-DU-FLEUVE—
NORTH OF QUEBEC
 DÉCRET DE RÉPÉNTION ÉLECTORALE DE 2003
 REPRESENTATION DIVISION OF 2003
 Loi sur l'accès à l'information / Access to Information Act
 Loi sur la protection des renseignements personnels / Personal Information Protection Act

CIRCONSCRIPTIONS FÉDÉRALES
FEDERAL ELECTORAL DISTRICTS

Appel de Ballot en français / French Ballot Call

Numéro	Nom de la circonscription	Nom de la circonscription
24014	Abitibi-Témiscamingue	Abitibi-Témiscamingue
24015	Chaudière-Appalaches	Chaudière-Appalaches
24016	Chaudière-Appalaches	Chaudière-Appalaches
24017	Chaudière-Appalaches	Chaudière-Appalaches
24018	Chaudière-Appalaches	Chaudière-Appalaches
24019	Chaudière-Appalaches	Chaudière-Appalaches
24020	Chaudière-Appalaches	Chaudière-Appalaches
24021	Chaudière-Appalaches	Chaudière-Appalaches
24022	Chaudière-Appalaches	Chaudière-Appalaches
24023	Chaudière-Appalaches	Chaudière-Appalaches
24024	Chaudière-Appalaches	Chaudière-Appalaches
24025	Chaudière-Appalaches	Chaudière-Appalaches
24026	Chaudière-Appalaches	Chaudière-Appalaches
24027	Chaudière-Appalaches	Chaudière-Appalaches
24028	Chaudière-Appalaches	Chaudière-Appalaches
24029	Chaudière-Appalaches	Chaudière-Appalaches
24030	Chaudière-Appalaches	Chaudière-Appalaches
24031	Chaudière-Appalaches	Chaudière-Appalaches
24032	Chaudière-Appalaches	Chaudière-Appalaches
24033	Chaudière-Appalaches	Chaudière-Appalaches
24034	Chaudière-Appalaches	Chaudière-Appalaches
24035	Chaudière-Appalaches	Chaudière-Appalaches
24036	Chaudière-Appalaches	Chaudière-Appalaches
24037	Chaudière-Appalaches	Chaudière-Appalaches
24038	Chaudière-Appalaches	Chaudière-Appalaches
24039	Chaudière-Appalaches	Chaudière-Appalaches
24040	Chaudière-Appalaches	Chaudière-Appalaches



QUEST DU QUÉBEC
WESTERN QUEBEC

GASPÉSIE—BAS-DU-FLEUVE—NORD DU QUÉBEC
GASPÉSIE—BAS-DU-FLEUVE—NORTH OF QUEBEC

LANAUDIÈRE—
MAURICIE—
LAURENTIDES

LA VILLE DE QUÉBEC
QUEBEC CITY

ÉTATS-UNIS D'AMÉRIQUE
UNITED STATES OF AMERICA

NOUVEAU-BRUNSWICK
NEW BRUNSWICK

NOUVELLE-ÉCOSSE
NOVA SCOTIA

ESTRIÈRE—CENTRE DU
QUÉBEC—MONTÉRIE
ESTRIÈRE—CENTRE OF
QUEBEC—MONTÉRIE

1. Les données de cette carte sont tirées de la Loi sur l'accès à l'information et de la Loi sur la protection des renseignements personnels. Les données sont fournies en l'état et sans garantie. Le gouvernement du Québec ne s'assume aucune responsabilité quant à l'exactitude ou à l'actualité des données.



OUEST-MONTRÉAL
MONTRÉAL-WEST

LANAUDIÈRE—MAURICIE—LAURENTIDES

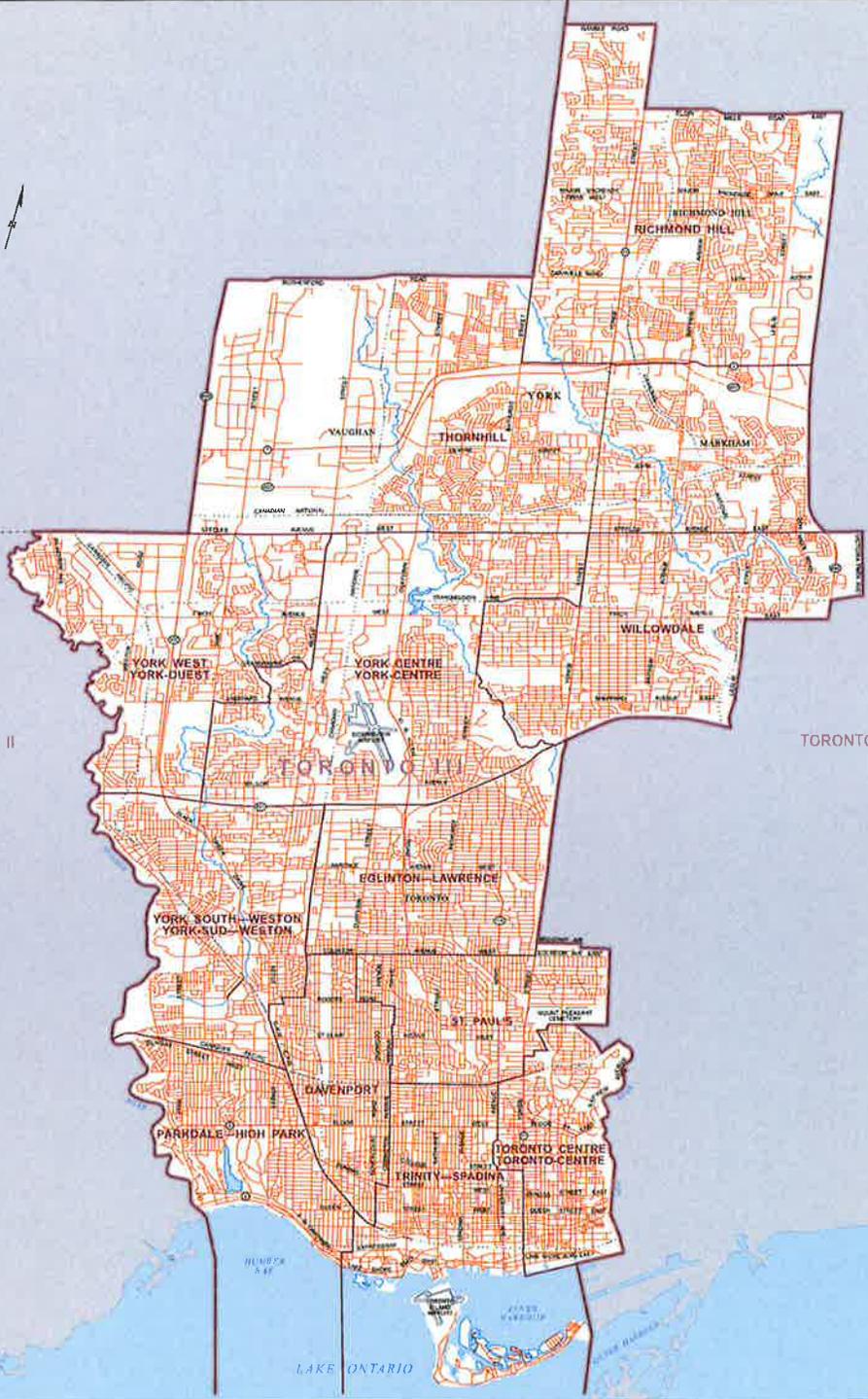
ESTRIE—CENTRE DU QUÉBEC—MONTRÉGIE
ESTRIE—CENTRE OF QUEBEC—MONTRÉGIE


 AGENT DE LIASON EN RÉGION
 FIELD LIAISON OFFICER
**EST-MONTRÉAL
 MONTRÉAL-EAST**
 DÉCRET DE REPRÉSENTATION ÉLECTORALE DE 2003
 REPRESENTATION ORDER OF 2003

**CIRCOSCRPTIONS FÉDÉRALES
 FEDERAL ELECTORAL DISTRICTS**

Agence de l'électorat fédéral / 1988 Election Officer

Numéro Number	Nom de la circonscription Electoral District Name
24011	Brossard—La Prairie
24012	Montreal
24013	Montréal-Est
24014	Jeanne-Lévesque
24015	La Pointe-de-l'Île
24016	Lasalle—Émard
24017	Levesque—Saint-Alphonse
24018	Longueuil—Pierre-Boucher
24019	Longueuil
24020	Longueuil—Pierre-Boucher
24021	Longueuil—Pierre-Boucher
24022	Longueuil—Pierre-Boucher
24023	Longueuil—Pierre-Boucher
24024	Longueuil—Pierre-Boucher
24025	Longueuil—Pierre-Boucher
24026	Longueuil—Pierre-Boucher
24027	Longueuil—Pierre-Boucher
24028	Longueuil—Pierre-Boucher
24029	Longueuil—Pierre-Boucher
24030	Longueuil—Pierre-Boucher
24031	Longueuil—Pierre-Boucher
24032	Longueuil—Pierre-Boucher
24033	Longueuil—Pierre-Boucher
24034	Longueuil—Pierre-Boucher
24035	Longueuil—Pierre-Boucher
24036	Longueuil—Pierre-Boucher
24037	Longueuil—Pierre-Boucher
24038	Longueuil—Pierre-Boucher
24039	Longueuil—Pierre-Boucher
24040	Longueuil—Pierre-Boucher
24041	Longueuil—Pierre-Boucher
24042	Longueuil—Pierre-Boucher
24043	Longueuil—Pierre-Boucher
24044	Longueuil—Pierre-Boucher
24045	Longueuil—Pierre-Boucher
24046	Longueuil—Pierre-Boucher
24047	Longueuil—Pierre-Boucher
24048	Longueuil—Pierre-Boucher
24049	Longueuil—Pierre-Boucher
24050	Longueuil—Pierre-Boucher
24051	Longueuil—Pierre-Boucher
24052	Longueuil—Pierre-Boucher
24053	Longueuil—Pierre-Boucher
24054	Longueuil—Pierre-Boucher
24055	Longueuil—Pierre-Boucher
24056	Longueuil—Pierre-Boucher
24057	Longueuil—Pierre-Boucher
24058	Longueuil—Pierre-Boucher
24059	Longueuil—Pierre-Boucher
24060	Longueuil—Pierre-Boucher
24061	Longueuil—Pierre-Boucher
24062	Longueuil—Pierre-Boucher
24063	Longueuil—Pierre-Boucher
24064	Longueuil—Pierre-Boucher
24065	Longueuil—Pierre-Boucher
24066	Longueuil—Pierre-Boucher
24067	Longueuil—Pierre-Boucher
24068	Longueuil—Pierre-Boucher
24069	Longueuil—Pierre-Boucher
24070	Longueuil—Pierre-Boucher
24071	Longueuil—Pierre-Boucher
24072	Longueuil—Pierre-Boucher
24073	Longueuil—Pierre-Boucher
24074	Longueuil—Pierre-Boucher
24075	Longueuil—Pierre-Boucher



TORONTO II

TORONTO I


 FIELD LIAISON OFFICER
 AGENT DE LIASON EN REGION
TORONTO III
 REPRESENTATION ORDER OF 2003
 DECRET DE REPARTITION ELECTORALE DE 2003

Total Length of the Region: 78 Kilometers
 Total Area: 630 Kilometers Squared
 Total Population: 2,615,000



FEDERAL ELECTORAL DISTRICTS
CIRCSCRIPTIONS FEDERALES

Field Liaison Officer - Agent de Liaison en Région

Number	Electoral District Name	Number	Electoral District Name
3015	Danforth	3077	St. Paul's
3019	Eglinton-Lawrence	3078	Thornhill
3054	Parhdale-High Park	3080	Toronto Centre / Toronto Centre
3074	Richmond Hill	3085	Trinity-Spadina
3077	St. Paul's	3100	Willowdale
3078	Thornhill	3010	Yak Centre / York Centre
3080	Toronto Centre / Toronto Centre	3016	Yak South-Weston / York-Sud-Weston
3085	Trinity-Spadina	3018	Yak West / York-Ouest
3100	Willowdale		

Toronto 2

35006	Bramalea–Gore–Malton
35007	Brampton–Springdale
35008	Brampton West / Brampton-Ouest
35022	Etobicoke Centre / Etobicoke-Centre
35023	Etobicoke–Lakeshore
35024	Etobicoke North / Etobicoke-Nord
35047	Mississauga–Brampton South / Mississauga–Brampton-Sud
35048	Mississauga East–Cooksville / Mississauga-Est–Cooksville
35049	Mississauga–Erindale
35050	Mississauga South / Mississauga-Sud
35051	Mississauga–Streetsville
35096	Vaughan

Toronto 3

35015	Davenport
35019	Eglinton–Lawrence
35068	Parkdale–High Park
35075	Richmond Hill
35077	St. Paul's
35089	Thornhill
35093	Toronto Centre / Toronto-Centre
35095	Trinity–Spadina
35100	Willowdale
35103	York Centre / York-Centre
35105	York South–Weston / York-Sud–Weston
35106	York West / York-Ouest