



Procurement and Contracting Services

30 Victoria Street

Gatineau, Quebec K1A 0M6

proposition-proposal@elections.ca

REQUEST FOR PROPOSAL

The bidder, as identified below, 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.

Office of the Chief Electoral Officer File No.

ECAT-RFP-17-0552

Title:

Pay and Related Payroll Services for
Workforce Management of Field
Personnel

Date:

January 23, 2018

Request for Proposal Closing Date:

March 6, 2018 at 2:00PM (Gatineau time)

ENQUIRIES – address enquiries to:

Office of the Chief Electoral Officer of Canada

Procurement and Contracting Services

30 Victoria Street

Gatineau QC K1A 0M6

proposition-proposal@elections.ca

Attention:

Ashley Tran

Tel No.

819-939-1469

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**

Bidder's Name:

Address:

Tel No.:

E-mail:

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: _____

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

Annex B – Pricing Tables

Annex C – Supplemental Conditions – Licensed Software

Annex D – Supplemental Conditions – Maintenance and Support Services for Licensed Software

Annex E – Supplemental Conditions – Personal Information

Annex F – General Conditions – Goods and Services

Annex G – Security Requirements Check List

Annex H – Sample Task Authorization Form

Annex I – Fair Price Certificate

Part 7 – Technical Evaluation Criteria

Part 8 – Financial Evaluation Criteria

Part 9 – Certificates

Request for Proposal

ECAT-RFP-17-0552

Part 1. General Information

1.1 Code of Conduct for Procurement

1.1.1 To comply with the Code of Conduct for Procurement, the bidder 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, and submit proposals and enter into contracts only if they will fulfill all obligations of those contracts.

1.1.2 Bidders acknowledge that, to ensure fairness, openness and transparency in the procurement process, the commission of certain acts or offences will render them ineligible to be awarded a contract. Elections Canada will declare non-responsive any proposal in respect of which the information herein requested is missing or inaccurate, or in respect of which the information contained in the certificates contemplated in this Section 1.1 is found to be untrue, in any respect, by Elections Canada. If it is determined, after Contract award, that the bidder made a false declaration or certification, Elections Canada will have the right to terminate for default the resulting Contract. The bidder and any of the bidder's Affiliates will also be required to remain free and clear of any acts or convictions specified herein during the period of any contract arising from this solicitation. Elections Canada may verify the information provided by the bidder, including the information relating to the acts or convictions specified herein, through independent research, use of any government resources or by contacting third parties.

1.1.3 By submitting a proposal, the bidder certifies that no one convicted under any of the provisions under Paragraphs 1.1.3(a) or (b) is to receive any benefit under a contract arising from this solicitation. In addition, the bidder certifies that except for those offences where a criminal pardon or a record suspension has been obtained or capacities restored by the Governor in Council, neither the bidder nor any of the bidder's Affiliates has ever been convicted of an offence under any of the following provisions:

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

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

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

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

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

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

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

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

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

1.2 Definitions

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

1.3 Summary

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

1.3.1 Requirement

- (a) Brief Description

Elections Canada has a requirement for the provision of pay and payroll-related services for Returning Office personnel.

1.3.2 Period of the Contract

- (a) The Contract period is from the Effective Date of the Contract until March 31, 2022.
- (b) The bidder grants to Elections Canada the irrevocable option to extend the period of the Contract by **two** additional periods of **24 months** each under the same terms and conditions.

1.3.3 Security Requirement

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

1.3.4 Trade Agreements

- (a) The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO–AGP), the North American Free Trade Agreement (NAFTA), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), the Canadian Free Trade Agreement (CFTA), the Canada-Chile Free Trade Agreement, the Canada-Colombia Free Trade Agreement, the Canada-Honduras Free Trade Agreement, the Canada-Korea Free Trade Agreement, the Canada-Panama Free Trade Agreement and the Canada-Peru Free Trade Agreement.

1.3.5 Federal Contractors Program

There is a Federal Contractors Program (FCP) for employment equity requirement associated with this procurement. Please see Part 6 - Resulting Contract Clauses and Part 9 – Certificates.

1.4 **Communications Notification**

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

1.5 **Debriefings**

Once the successful bidder has been announced, bidders may request a debriefing on the results of the RFP process. Bidders should make the request to the Contracting Authority within 15 Business Days of receipt of the results of the RFP process. The debriefing may be in writing, by telephone or in person.

Part 2. Bidders Instructions

2.1 Instructions and Conditions

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

2.2 Procurement Business Number

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

2.3 Definition of Bidder

For the purposes of this RFP, “bidder” means the person or entity (or, in the case of a joint venture, the persons or entities) submitting a proposal to perform a contract for goods, services or both. It does not include the parent, subsidiaries or other Affiliates of the bidder, or its subcontractors.

2.4 Submission of Proposals

2.4.1 Elections Canada requires that 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 2.17. 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.

2.4.2 It is the bidder’s responsibility to:

- (a) obtain clarification of the requirements contained in the RFP, if necessary, before submitting a proposal;
- (b) prepare its proposal in accordance with the instructions contained in the RFP;
- (c) submit a complete proposal by the RFP closing date and time;
- (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 and return address, the RFP number, and the RFP closing date and time are clearly visible on the envelope or the parcel(s) containing the proposal; and,
- (f) provide a comprehensible and sufficiently detailed proposal, including all requested pricing details that will permit a complete evaluation in accordance with the criteria set out in the RFP.

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

2.4.4 Proposals will remain open for acceptance for a period of not less than 120 Business 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 Business Days before the end of the proposal validity period. If the extension is accepted by all responsive bidders, Elections Canada will continue with the evaluation of the proposals. If the extension is not accepted by all responsive bidders, Elections Canada will, at its sole discretion, either continue with the evaluation of the proposals of those who have accepted the extension or cancel the RFP.

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

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

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

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

2.5 Transmission by Facsimile and Email

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

2.6 Late Proposals

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

2.7 Delayed Proposals

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

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

that clearly indicates that the proposal was mailed at a date that would otherwise have allowed its delivery before the RFP closing date.

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

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

2.8 Delayed Proposal When Using Courier Companies

2.8.1 It is the responsibility of the bidder to allow sufficient time to courier companies to deliver the bidder's proposal before the RFP closing date and time. Delays caused by courier companies, including delays caused by postal code errors, cannot be construed as "undue delay in the mail" and will not be accepted as a delayed proposal under Section 2.7.

2.9 Customs Clearance

2.9.1 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.

2.10 Legal Capacity

2.10.1 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.

2.11 Rights of Elections Canada

2.11.1 Elections Canada reserves the right to:

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

2.12 Rejection of Proposal

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

- (a) the bidder is bankrupt or, 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.

2.12.2 Where Elections Canada intends to reject a proposal pursuant to a provision of Subsection 2.12.1, the Contracting Authority will so inform the bidder and provide the bidder ten Business Days within which to make representations, before making a final decision on the rejection of the proposal.

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

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

2.13 Communication – Solicitation Period

2.13.1 To ensure the integrity of the competitive procurement process, enquiries and other communications regarding the RFP must be directed only to the Contracting Authority identified in the RFP through email only at: proposition-proposal@elections.ca. Failure to comply with this requirement may result in the proposal being declared non-responsive.

2.13.2 To ensure consistency and quality of information provided to bidders, and subject to Section 2.20, 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 all bidders to which the RFP has been sent, in the same manner in which the RFP was sent, without revealing the sources of the enquiries.

2.14 Price Justification

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

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

2.14.2 Bidders must submit the fair price certification as well as any documentation supporting the fair price certification within the delay prescribed in the request issued pursuant to Subsection 2.14.1. Failure to comply with the request within such delay may result in the proposal being declared non-responsive.

2.15 Proposal Costs

2.15.1 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.

2.16 Conduct of Evaluation

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

- (a) seek clarification or verification from bidders regarding any or all information provided by them with respect to the RFP;
- (b) contact any or all client 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.

2.16.2 Bidders must comply with any request related to any of the items listed in Subsection 2.16.1 within the delay prescribed in such request. Failure to comply with the request may result in the proposal being declared non-responsive.

2.17 Joint Venture

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

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

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

2.17.3 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.

2.18 Conflict of Interest – Unfair Advantage

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

- (a) if the bidder, any of its subcontractors, or 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, or 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 or appear to give the bidder an unfair advantage.

2.18.2 The experience acquired by a bidder who is providing or has provided the goods and services described in the RFP (or similar goods or services) will not, in itself, be considered by Elections Canada as conferring an unfair advantage or creating a conflict of interest, subject however, if such bidders trigger any of the circumstances identified in Paragraphs 2.18.1(a) and (b).

2.18.3 Without limiting in any way the provisions described in Section 2.18.1 and 2.18.2 above, bidders are advised that Elections Canada has engaged the assistance of the following private sector contractors and resources who have provided services including the review of content in preparation of this RFP and/or who have had, or may have had, access to information related to the content of the RFP or other documents related to this RFP.

Contractors:

- 6237819 Canada Inc.
- Altis Human Resources Inc.
- Bell Canada
- CORADIX Technology Consulting Ltd.
- Eagle Professional Resources
- LuminaIT Inc.
- Marilyn Thériault
- Mindwire Systems
- Modis Canada Inc.
- OpenFrame Technologies Inc.
- Procom Consultants Group Ltd.
- S. i. Systems
- TRM Technologies
- Veritaaq Technologies

Resources (last name, first name):

- Brewin, Andrew
- Giasson, Mario
- Gupta, Vinod
- Hutchinson, Gail
- Kohli, Dev
- Labelle, Jean
- Lamarche, Pierre
- Lester, Deborah
- Mia, Dawn
- O'Neil, Jenny
- Samson, Susan
- Silversides, Ron
- Stachel, Phil
- Sveshnikova, Nataliya
- Tessier, Alan
- Thériault, Marilyn
- Valle, Maura

Any proposal that is received from one of the above-noted suppliers, whether as a sole bidder, joint venture, or as a sub-contractor to a bidder; or for which one of the above-noted resources provided any input unto the proposal, will be considered to be in contravention of the Conflict of Interest clauses identified in Section 2.18, and the proposal will be declared non-responsive.

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

2.19 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.

2.20 Enquiries

- 2.20.1 All enquiries must be submitted in writing to the Contracting Authority no later than 10 Business Days before the RFP closing date. Enquiries received after that time may not be answered.
- 2.20.2 Bidders should reference as accurately as possible the numbered item of the RFP to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Elections Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked “proprietary” at each relevant item. Items identified as “proprietary” will be treated as such except where Elections Canada determines that the enquiry is not of a proprietary nature. Elections Canada may edit the questions or may request that the bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Elections Canada.

2.21 Applicable Laws

- 2.21.1 The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario, subject always to any paramount or applicable federal laws.
- 2.21.2 Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their proposal, by indicating in their proposal the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the laws of Ontario are acceptable to the bidder.

Part 3. Proposal Preparation Instructions

3.1. Proposal Preparation Instructions

- 3.1.1 Elections Canada requests that bidders provide their proposal in separately bound and sealed sections as follows:
- Section I: Technical Proposal (five hard copies and one soft copy on USB)
 - Section II: Financial Proposal (one hard copy and one soft copy on USB)
 - Section III: Certifications (one hard copy)
- 3.1.2 If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

- 3.1.3 Prices must appear in the financial proposal only. No prices must be indicated in any other section of the proposal.
- 3.1.4 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.
- 3.1.5 In the event that a bidder fails to provide the number of copies required pursuant to Subsection 3.1.1 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.
- 3.1.6 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, duo tangs or binders.

3.2. Section I – Technical Proposal

- 3.2.1 In their technical proposal, bidders should demonstrate their understanding of the requirements contained in the RFP and explain how they will meet the requirements of the SOW and carry out the Work in a thorough, concise and clear manner.
- 3.2.2 The technical proposal should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the proposal will be evaluated which are set out in Part 7 – Technical Evaluation Criteria. Simply repeating the statement contained in the RFP is not sufficient. In order to facilitate the evaluation of the proposal, Elections Canada requests that bidders 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.
- 3.2.3 The details of any client references requested under Part 7 – Technical Evaluation Criteria should be submitted with the proposal. If any of the required information is not submitted as

requested, in the event that Elections Canada decides to contact client references, the Contracting Authority will so inform the bidder and provide the bidder with a time frame within which to meet the requirement. If the bidder fails to comply with the request of the Contracting Authority and meet the requirement within that time period, the proposal will be deemed non-responsive.

3.3. Section II – Financial Proposal

Bidders must submit their financial proposal in accordance with Part 8 – Financial Evaluation Criteria. The total amount of applicable sales tax must be shown separately, if applicable.

3.4. Section III – Certificates

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

3.4.2. The Bidders' compliance with the certifications provided 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.

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

Part 4. Evaluation Procedures and Basis of Selection

4.1. General Evaluation Procedures

4.1.1 Proposals will be assessed in accordance with the entire requirement of the RFP including the technical and financial evaluation criteria.

4.1.2 An evaluation team composed of Elections Canada and **6237819 Canada Inc.** will evaluate the proposals.

4.2. Technical Evaluation

4.2.1 The mandatory technical evaluation criteria are set out in Section 3 of Part 7 – Technical Evaluation Criteria.

4.2.2 The rated technical evaluation criteria are set out in Section 4 of Part 7 – Technical Evaluation Criteria.

4.2.3 Client References

- (a) Elections Canada may decide to contact any or all client references for all technical evaluation criteria or those for specific technical evaluation criteria only. If Elections Canada chooses to conduct client reference checks for any given technical evaluation criteria, it will contact the client references for those identified technical evaluation criteria of all remaining responsive bidders at that point.
- (b) Elections Canada will make only three attempts over a maximum of five Business Days from the first attempt to contact a client reference provided with the bidder's proposal (the "Original Contact Info"). If Elections Canada is not successful in reaching a client reference after three attempts using the Original Contact Info, the Contracting Authority may ask the bidder for alternative contact information for that same client reference. Elections Canada will make only three attempts over a maximum of five Business Days from the first attempt to contact a client reference using the alternative contact information. The bidder will only be given the opportunity to provide alternative contact information one time for each client reference.
- (c) If Elections Canada is unsuccessful in obtaining a response from a client reference (either through the Original Contact Info or the alternative contact information), after making such attempts, the proposal will be deemed non-responsive and will not be given further consideration.
- (d) Wherever information provided by a client reference differs from the information supplied by the bidder, the information supplied by the client reference will be the information evaluated.
- (e) Points will not be allocated and/or a bidder will not meet the mandatory experience requirement (as applicable) if (1) the reference client states he or she is unable or unwilling to provide the information requested, (2) the reference client is not a customer of the bidder itself, or (3) the client is an affiliate of the bidder or of the client is any other entity that does not deal at arm's length with the bidder.

4.3. Financial Evaluation

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

4.4. Basis of Selection

4.4.1 A proposal must comply with all the requirements of the RFP. If it is determined that a proposal does not comply with any of the requirements of the RFP, such proposal will be deemed non-responsive and will not be given further consideration.

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

Phase 1 – Mandatory Technical Evaluation

Phase 2 – Rated Technical Evaluation

Phase 3 – Financial Evaluation

Phase 4 – Determination of Highest Ranked Bidder

In the event evaluators are made aware of information in one Phase that contradicts information contained in a previous Phase, evaluators reserve the right to re-evaluate that portion of the previous 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.

4.4.3 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 3 of Part 7 – Technical Evaluation Criteria. Any proposal that fails to meet any of the mandatory technical evaluation criteria will be deemed non-responsive and will not be given further consideration.

4.4.4 Phase 2 – Rated Technical Evaluation

In Phase 2, the proposals that are deemed responsive in Phase 1 will be evaluated against the rated technical evaluation criteria set out in Section 4 of Part 7 – Technical Evaluation Criteria (the "Phase 2 Proposal").

If any Phase 2 Proposal does not obtain the required minimum of **150** percent overall of the points for the technical evaluation criteria which are subject to point rating, such proposal will be deemed non-responsive and will not be given further consideration. The rating is performed on a scale of **250** points.

4.4.5 Phase 3 – Financial Evaluation

4.4.6 In Phase 3, the proposals that are deemed responsive in Phases 1 and 2 will be evaluated against the mandatory financial evaluation criteria set out in Part 8 – Financial Evaluation Criteria.

The price of the proposal will be evaluated in Canadian dollars. Applicable sales tax must be excluded. Canadian customs duties and excise taxes are, where applicable, to be included.

4.4.7 Phase 4 – Determination of Highest Ranked Bidder

In Phase 4, a combined evaluation score for those proposals deemed responsive in Phases 1, 2 and 3 (the “Phase 4 Proposal”) will be determined in accordance with the following formula:

$$\frac{\text{TECHNICAL PROPOSAL SCORE X WEIGHT}}{\text{MAXIMUM NUMBER OF POINTS}} + \frac{\text{LOWEST PRICE X WEIGHT}}{\text{BIDDER'S PRICE}} = \text{COMBINED EVALUATION SCORE}$$

The bidder with the Phase 4 Proposal with the highest combined evaluation score will be considered for the award of a contract.

- 4.4.8 If more than one bidder is ranked first because of identical scores, then the bidder with the best financial score will become the highest ranked bidder and will be considered for the award of a contract.

Part 5. Security, Financial and Other Requirements

5.1 Security Requirement

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

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

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

5.2 Financial Capability

- 5.2.1 The bidder must have the financial capability to fulfill 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 10 Business 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 5.2.1 (a) above is more than five months before the date of the request for information by the Contracting Authority, the bidder must also provide, unless this is prohibited by legislation for public companies, 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 this 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 the date on which the Contracting Authority requests this 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, 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, for the requirement, on a monthly basis. All assumptions made should be explained as well as details of how cash shortfalls will be financed.

- 5.2.2 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.
- 5.2.3 If the bidder is a subsidiary of another company, then any financial information in 5.2.1 (a) to (f) above required by the Contracting Authority must be provided by 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.
- 5.2.4 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.
- 5.2.5 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](#).
- 5.2.6 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

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

5.4 Condition of Material

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



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

CONTRACT

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

Return one signed copy of the Contract forthwith.

Contractor's Name and Address:

[insert LEGAL NAME of Contractor]
 [insert Contractor's ADDRESS]

Attention: [insert at contract award]
 E-mail: [insert at contract award]

Contract No.:

05005-17-0552

Title: Pay and Related Payroll Services for Workforce Management of Field Personnel	Effective Date: [insert at contract award]
Term of Contract: [insert at contract award]	Financial Code: [insert at contract award]
Total Estimated Contract Cost (incl. applicable sales tax): [insert - \$XX,XXX.XX - includes Travel & Living and Other Direct Expenses]	Applicable Sales Tax: [insert - \$XX,XXX.XX – tax is not applied to Travel & Living or Other Direct Expenses]

ENQUIRIES & INVOICES

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

Send contract enquiries to:

[insert name at contract award] [insert title] Procurement and Contracting Services	Tel No. [insert at contract award]
	E-mail First.Last@elections.ca

Send invoices to:

[insert name, title and sector at contract award]	Tel No. [insert at contract award]
	E-mail First.Last@elections.ca

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.

[insert LEGAL NAME of Contractor]

 (signature of authorized representative)

 (print name of authorized representative)

 (print title of authorized representative)

Date: _____

Chief Electoral Officer

 (signature of authorized representative)

[insert name of delegated authority]

[insert title of delegated authority]

Date: _____

ARTICLES OF AGREEMENT

Article 1 Interpretation

Section 1.01 Definitions

1.01.01 In the Contract, unless the context otherwise requires:

- “Business Day” means a day other than a Saturday, Sunday or statutory holiday in the province of Quebec;
- “Effective Date” means the date stated as the effective date on the first page of the Contract;
- “General Conditions” means the general conditions for Goods and Services attached hereto as Annex F;
- “Initial Term” has the meaning ascribed to in Subsection 3.01.01;
- “Pricing Tables” means the tables attached hereto as Annex B;
- “SPOC” means the Contractor’s single point of contact referred to in Section 5.01;
- “SOW” means the statement of work attached hereto as Annex A and the appendices referred to therein, if any;
- “Task” or “Tasks” means the additional work set out in Appendix B, section 4.0 of the SOW;
- “Task Authorization” means the form that comprises the Task Request and Task Request Proposal once approved by the Contracting Authority and Technical Authority in accordance with Article 10, a sample of which is attached hereto as Annex H;
- “Task Authorization Amendment” has the meaning ascribed to it in Section 10.01;
- “Task Request” means a request made by the Technical Authority to the Contractor in relation to Tasks;
- “Task Request Amendment” has the meaning ascribed to in Section 10.03;

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

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

1.01.02 The definitions of words and terms in the annexes and appendices apply to capitalized words and terms used in these Articles of Agreement as if those words and terms were defined herein.

1.01.03 The headings used in the Contract are inserted for convenience of reference only and shall not affect their interpretation.

1.01.04 In the Contract, words importing the singular number include the plural and vice versa, and words importing the masculine gender include the feminine gender and the neuter.

Section 1.02 Priority of Documents

1.02.01 The following annexes are attached to and form an integral part of this Contract. If there is a discrepancy between the wordings of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

1. these Articles of Agreement;
2. Annex A – Statement of Work;
3. Annex B – Pricing Tables;
4. Annex C – Supplemental Conditions – Licensed Software;
5. Annex D – Supplemental Conditions - Maintenance and Support Services for Licensed Software
6. Annex E – Supplemental Conditions - Personal Information;

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7. Annex F – General Conditions – Goods and Services;
8. Annex G – Security Requirements Check List;
9. Annex H – Sample Task Authorization Form;
10. Annex I – Fair Price Certification [if applicable]; and
11. the Contractor’s proposal, dated [insert date of proposal at contract award].

Article 2 Statement of Work

- 2.01.01 The Contractor must perform the Work in accordance with the SOW.

Article 3 Period of Contract

Section 3.01 Term

- 3.01.01 The Contract period is from the Effective Date of the Contract until March 31, 2022 (the “Initial Term”).

Section 3.02 Option to Extend

- 3.02.01 The Contractor grants to Elections Canada the irrevocable option to extend the period of the Contract by two additional periods of 24 months under the same terms and conditions.
- 3.02.02 Elections Canada may exercise the option at any time during the Term by sending a written notice to the Contractor at least five Business Days before the Contract expiry date.
- 3.02.03 The option to extend the term of the Contract may be exercised only by the Contracting Authority.
- 3.02.04 Upon exercising each option, the amount stated as the “total estimated cost (incl. applicable sales tax)” on the first page of the Contract shall be deemed to be increased to include the amount set out in Subsection 6.02.02.

Article 4 Authorities

Section 4.02 Contracting Authority

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4.02.01 The Contracting Authority for the Contract is:

[insert name at contract award]

[insert title]

Procurement and Contracting Services

Elections Canada

30 Victoria Street

Gatineau QC K1A 0M6

Tel: [insert at contract award]

E-mail: First.Last@elections.ca

4.02.02 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.

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

Section 4.03 Technical Authority

4.03.01 The Technical Authority for the Contract is:

[insert name at contract award]

Elections Canada

Tel: 819-939-[insert at contract award]

E-mail: First.Last@elections.ca

4.03.02 The Technical Authority named above is a representative of Elections Canada and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority; however, the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can be made only through a contract amendment issued by the Contracting Authority.

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

Article 5 Contractor's Representative

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Section 5.01 Single Point of Contact

5.01.01 The SPOC between the Contractor and Elections Canada is:

[insert name at contract award]
[insert title and company name at contract award]
Tel: **[insert at contract award]**
E-mail: **[insert at contract award]**

[Note to Bidders]

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

5.01.02 The SPOC must liaise with the Contracting Authority and the Technical Authority and is the first point of contact in terms of:

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

Article 6 Basis of Payment

Section 6.01 Contract Price

6.01.01 The Contractor will be paid for the Work in accordance with Annex B Pricing Tables, applicable sales tax extra, if applicable.

Section 6.02 Limitation of Expenditure

6.02.01 Elections Canada's total liability to the Contractor under the Contract for the Work

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performed during the Initial Term must not exceed \$_____ **[insert at contract award]**. Customs duties are included and any applicable sales tax is extra.

6.02.02 If Elections Canada exercises the option to extend the period of the Contract as per Section 3.02 of the Articles of Agreement, Elections Canada’s total liability to the Contractor for the Work performed during each additional period of **24 months** must not exceed \$_____ **[insert at contract award]**. Customs duties are included and any applicable sales tax is extra.

6.02.03 No increase in the total liability of Elections Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any services that would result in Elections Canada’s total liability being exceeded before obtaining the written approval of the Contracting Authority.

6.02.04 With respect to each amount set out in Subsections 6.02.01 and 6.02.02, the Contractor must notify the Contracting Authority in writing as to the adequacy of such amount:

- (a) when it is 75 percent committed, or
- (b) four months before the Contract expiry date, or
- (c) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

6.02.05 If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Elections Canada’s liability.

Section 6.03 Applicable Sales Tax

6.03.01 The estimated amount of sales tax, if applicable, is included in the Total Estimated Contract 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 and Invoices. The Contractor agrees to remit to the

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appropriate government agency any amounts of applicable sales tax paid or due.

Article 7 Information Reporting

Section 7.01 Form T1204

- 7.01.01 Pursuant to paragraph 221 (1)(d) of the Income Tax Act, R.S. 1985, c. 1 (5th Supp.), payments made by departments and agencies, which includes Elections Canada, to contractors under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T1204 Government Service Contract Payments slip.
- 7.01.02 To enable Elections Canada to comply with this requirement, the Contractor must provide the following information within 15 calendar days following the award of the Contract:
- (a) the legal name of the Contractor, i.e. the legal name associated with its business number or Social Insurance Number (SIN), as well as its address and postal code;
 - (b) the status of the Contractor, i.e. an individual, a sole proprietorship, a corporation, or a partnership;
 - (c) the business number of the Contractor if the Contractor is a corporation or a partnership and the SIN if the Contractor is an individual or a sole proprietorship. In the case of a partnership, if the partnership does not have a business number, the partner who has signed the Contract must provide its SIN; and
 - (d) in the case of a joint venture, the business number of all parties to the joint venture who have a business number or their SIN if they do not have a business number.
- 7.01.03 The information must be sent to the Contracting Authority. If the information includes a SIN, the information should be provided in an envelope marked "PROTECTED".

Article 8 Payment and Invoices

Section 8.01 Payment

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

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

8.01.02 Service Levels

- (a) Service level credits: Service level credits are a mechanism by which amounts are deducted from the Contractor’s invoice when agreed-to service levels are not met. These credits will be calculated each month, by the Contractor, as part of the invoicing process, and are only applied for the month in which a specific service level is not met.
- (b) Elections Canada reserves the right to apply a service level credit for each instance of failure or non-compliance. Service level credits for each instance of failure or non-compliance are cumulative and will not exceed 15% of the total monthly amount payable to the Contractor for each month. However, if service level credits are incurred for three consecutive months, the cap for maximum service level credits in the third month will increase from 15% to 25% and will continue to be capped at 25% for each month up to 12 consecutive months. After this period, the deduction may be reset to not exceed 15% of the total monthly amount payable to the Contractor for each month, at the sole-discretion of Elections Canada.
- (c) The service standards and service level credits are specified as per the below table.

Service Standards	Service Level Credit
1.0 Delays in Payment Processing in accordance with Annex A – SOW, Appendix – B, section 2, Service Levels Agreements	Credit of 15% applied to <i>Per Pay Run Processing</i> monthly invoiced amount (ref: Annex B – Pricing Table 4, Per Pay Run Processing)

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<p>2.0 Errors in Payment Processing in accordance with Annex A – SOW, Appendix – B, section 2, Service Levels Agreements</p>	<p>Credit of 15% applied to <i>Per Pay Run Processing</i> monthly invoiced amount (ref: Annex B – Pricing Table 4, Per Pay Run Processing)</p>
<p>3.0 Delays in Statutory Filings to Governing Bodies (e.g. CRA, Revenu Quebec, Provincial Health, etc) in accordance with Annex A – SOW, Appendix B, section 2, Service Level Agreements</p>	<p>Credit of 15 % applied to <i>Per Governing Body per Filing period</i> for the applicable amount to that specific governing body (ref: Annex B – Pricing Table 4 , Per Per Filing for T4/T4A/RL1 and detailed breakdown of statutory deductions by worker)</p>
<p>4.0 Delays in producing statement of earnings in accordance with Annex A – SOW, Appendix B, section 2, Service Level Agreements</p>	<p>Credit of 15 % applied to <i>Per Pay Run Processing</i> monthly invoiced amount (ref: Annex B – Pricing Table 4, Per Filing for T4/T4A/RL1 and detailed breakdown of statutory deductions by worker)</p>

- (d) The service level credits do not constitute and must not be construed as penalties or liquidated damages.
- (e) Within five business days of being notified by the Technical Authority of any failure or non-compliance, the Contractor must submit a written action plan describing measures it will implement or actions it will undertake to prevent the recurrence of the problem. Depending on the circumstances, some delays or errors may require immediate remedial action (e.g. net pay calculation errors).
- (f) Service levels earn back: Following any service level failure, Elections Canada will allow the Contractor the opportunity to earn-back the service level credits charged. If the service level target for the relevant service level is met, or exceeded, during each of the six monthly measurement periods following the service level failure, Elections Canada will return all of the service level credit associated with that service level.

Section 8.02 Invoices

- 8.02.01 The Contractor must submit invoices in accordance with the section entitled “Invoice Submission” of the General Conditions. Invoices cannot be submitted until all Work identified in the invoice is completed.
- 8.02.02 Each invoice must be supported by:

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- (a) a copy of time sheets to support the time claimed if the basis of payment set out in Article 5 is based on hourly or per diem rates;
- (b) any other documents or progress reports as specified in the Contract to substantiate the Work performed; and
- (c) a copy of the invoices, original receipts, and vouchers for all authorized travel and living expenses and other direct expenses.

8.02.03 The original and one copy of each invoice along with one copy of the supporting documentation identified in Subsection 8.02.02 must be forwarded to the address shown on page 1 of the Contract for certification and payment.

Article 9 Elections Canada Facilities and Personnel

Section 9.01 Access to the Location of the Work

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

Section 9.02 Access to Personnel

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

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

Article 10 Tasking

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Section 10.01 Additional Tasks

10.01.01 The Technical Authority may request that the Contractor provide Tasks on an "as and when requested basis". All Task Requests shall be authorized by both the Contracting Authority and the Technical Authority in accordance with this Article.

10.01.02 Task Requests shall be prepared using the sample Task Authorization attached hereto as Annex H.

Section 10.02 Authorization Process

10.02.01 Step 1

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

10.02.02 Step 2

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

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

The Task Request Proposal shall include the following:

- (a) a detailed description of the Tasks to be performed;
- (b) the price proposal, which shall be computed in accordance with the basis of payment provisions of this Contract and Annex B – Pricing Tables, and acceptable price support and price breakdown including a breakdown by category of resource types;
- (c) an estimate of level of effort required, per category, as applicable;
- (d) start and completion date(s) of the Task;
- (e) a request number (serialized coding for new activity traceability), including original documents and amendments;

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- (f) the Contract number;
- (g) an estimate or actual cost for the Task;
- (h) whether the Task will be performed by the Contractor or a sub-contractor;
- (i) contact information, including names, locations and telephone numbers;
- (j) a timeframe within which the Task Request must be approved to meet the proposed deliverable dates; and
- (k) any other supporting details.

10.02.03 Step 3

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

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

10.02.04 Step 4

The Contracting Authority must approve the Task Request Proposal. If the Contracting Authority determines that the Task Request Proposal will result in the limitation of expenditure set-out in Section 6.02 being exceeded, an amendment to the Contract must be signed prior to the approval of the Task Request Proposal.

Section 10.03 Task Request Amendment

10.03.01 Any changes required to a Task Request (“Task Request Amendment”) must be authorized in writing by both the Contracting Authority and the Technical Authority and is subject to written concurrence by the Contractor. The new Task Request shall highlight the required amendments.

10.03.02 If the Contracting Authority determines that the Task Request Amendment will

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result in the limitation of expenditure set-out in Section 6.02 being exceeded, an amendment to the Contract must be signed prior to the approval of the Task Request Amendment.

Section 10.04 Task Completion and Task Closure Procedures

- 10.04.01 The Contractor must monitor all Task Authorizations issued under the Contract.
- 10.04.02 Closure will be subject to the Technical Authority's acceptance of the completed Tasks.
- 10.04.03 If the Tasks are acceptable, the Technical Authority will inform the Contractor to proceed with the Task Authorization closure, at the detailed final costs.
- 10.04.04 If at any time the Contractor believes that the Tasks specified in a Task Authorization have been completed, the Contractor must proceed as follows to request the closure of the Task Authorization:
 - (a) the Contractor must determine the final costs of the Tasks to Elections Canada, itemized as necessary for each individual tasking within the Task Authorization; and
 - (b) the Contractor must submit a letter to the Technical Authority, with a copy to Contracting Authority, requesting closure of the Task Authorization with reference to the completion of the Tasks described therein.

Section 10.05 Task Payment

- 10.05.01 Any adjustment to the Contract price that results from any agreed Task in accordance with this Article shall be paid in the manner set out in the Contract.
- 10.05.02 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 total amount of the actual Tasks performed by the Contractor.

Article 11 Option to Acquire Additional Goods or Services

Section 11.01 Option to Acquire Additional Goods or Services

- 11.01.01 The Contractor grants to Elections Canada the irrevocable option to acquire the goods, services or both described in the SOW under the same terms and conditions

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and at the prices and/or rates stated in the Contract.

11.01.02 Elections Canada may exercise the option at any time during the Term by sending a written notice to the Contractor at least five Business Days before the Contract expiry date.

11.01.03 The option may be exercised only by the Contracting Authority and will be evidenced, for administrative purposes, through a contract amendment.

Article 12 Security Requirement

Section 12.01 Security Requirement

12.01.01 The Contractor personnel requiring access to PROTECTED information, assets or Work site(s) must each hold a valid “Reliability Status”, granted or approved by Elections Canada.

12.01.02 The Contractor must comply with the provisions of the:

- (a) Security Requirements Check List, attached at Annex G;
- (b) Annex A – Statement of Work, Appendix C; and
- (c) Industrial Security Manual (latest edition as amended).

Article 13 Insurance

Section 13.01 Insurance

13.01.01 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 14 Applicable Laws

Section 14.01 Applicable Laws

14.01.01 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.

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Article 15 Certificates

Section 15.01 Certificates

15.01.01 Compliance with the certifications provided by the Contractor in its proposal (the “Certificates”) is a condition of the Contract and subject to verification by Elections Canada during the Term. 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 Federal Contractors Program

15.02.01 If at any time during the Term, the Contractor or, if the Contractor is a joint venture, any member of the Contractor, appears on the “FCP Limited Eligibility to Bid” list which can be found at http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml, Elections Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default in accordance with the General Conditions.

[Note to Bidders]

The following Section will be included in the contract if you disclosed your status as a former public servant in receipt of a pension.

Section 15.03 Proactive Disclosure of Contracts with Former Public Servants

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

[Note to Bidders]

When a Fair Price Certification is obtained from a supplier, the following section will be added to the Contract:

Section 15.04 Fair Price Certification

15.04.01 The Fair Price Certification signed by the Contractor and attached as Annex I is a

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condition of the Contract and subject to verification by Elections Canada during the Term of the Contract. If it is determined that the certification made by the Contractor in such certification is untrue, whether made knowingly or unknowingly, Elections Canada has the right to terminate the Contract for default in accordance with the General Conditions.

Article 16 Foreign Nationals

[Note to Bidders]

Either Option 1 or Option 2 will form part of the resulting contract, depending if the successful bidder is a Canadian contractor or a foreign contractor.

OPTION 1 – Canadian Contractors

Section 16.01 Canadian Contractors

16.01.01 The Contractor must comply with Canadian immigration requirements applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Service Canada regional office to enquire about Citizenship and Immigration Canada’s requirements to issue a temporary work permit to a foreign national. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

OPTION 2 – Foreign Contractors

Section 16.02 Foreign Contractors

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

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Article 17 Access to Information

Section 17.01 Access to Information

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

[Note to Bidders]

If applicable, depending on the legal status of the successful bidder, the following Article will form part of the resulting contract and will be completed at the award of the contract.

Article 18 Joint Venture

Section 18.01 Joint Venture Contractor

18.01.01 The Contractor confirms that the name of the joint venture is [insert at contract award] and that it is comprised of the following members:

[Insert at contract award]

- (a) With respect to the relationship among members of the joint venture Contractor, each member agrees, represents and warrants (as applicable) that:
- i. [insert at contract award] has been appointed as the “representative member” of the joint venture Contractor and has full authority to act as agent for each member regarding all matters relating to the Contract;
 - ii. by giving notice to the representative member, Elections Canada will be considered to have given notice to all members of the joint venture Contractor; and
 - iii. all payments made by Elections Canada to the representative member will act as a release by all the members.

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- 18.01.02 All the members agree that Elections Canada may terminate the Contract at its discretion if there is a dispute among the members that, in Elections Canada's opinion, affects the performance of the Work in any way.
- 18.01.03 All the members are jointly and severally liable for the performance of the entire Contract.
- 18.01.04 The Contractor acknowledges that any change in the membership of the joint venture (i.e., a change in the number of members or the substitution of another legal entity for an existing member) constitutes an assignment and is subject to the assignment provisions of the General Conditions.
- 18.01.05 The Contractor acknowledges that all security and controlled goods requirements in the Contract, if any, apply to each member of the joint venture Contractor.

Article 19 Media Requests

Section 19.01 Media Requests

- 19.01.01 During the Term of the Contract and thereafter, the Contractor shall inform in writing the Contracting Authority at least five Business Days prior to commenting publicly or interacting with the media in connection with the Contract or with the Work performed under the Contract and shall inform the Contracting Authority in writing as soon as reasonably possible of any media requests related to the Contract or to the Work performed under the Contract. Elections Canada, at its discretion, will participate and/or provide input to the communication, the public event or public release, but will not unreasonably delay any such activities.

Article 20 Avoidance of Political Partisanship

Section 20.01 No Political Partisanship

- 20.01.01 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

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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 of the performance of the Work or who supervise the carrying out of 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.

- 20.01.02 Subsection 21.01.01 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.



Pay and Related Payroll Services for Workforce Management of Field Personnel

Annex A

Statement of Work (SOW)

PART I – INTERPRETATION

1. DEFINITIONS

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

ARO	means Assistant Returning Officer
CEA	means the <i>Canada Elections Act</i> , S.C. 2000, c. 9, as amended from time to time
CEO	means the Chief Electoral Officer of Canada
CRA	means Canada Revenue Agency
COTS	means Commercial Off-the-Shelf
EA	means Election Administrator; Permanently Active Electoral Workers
EC	means the Office of the CEO, commonly known as Elections Canada
ECHQ	means EC’s offices located at 30 Victoria Street, Gatineau, QC
ED	means Electoral District
Election Day	means the date for voting in an Electoral Event
Electoral Event	means general elections, by-elections, and federally-organized referendums. The CEA states that an Electoral Event must last a minimum of 37 days. For the purpose of this SOW, an Electoral Event commences when the writ is issued and concludes on Election Day.
Field Workers	means Temporary Electoral Workers
FLO	means Field Liaison Officer

FreeBalance	means EC's corporate financial management system
GC	means Government of Canada
GL	means General Ledger
HQ-ROPS	means central module of the ROPS
OS	means Office Workers who work from the issue of the writ until the RO office closes
PAR	means Payment Authorization Report
Pay Master	means the Officer at ECHQ responsible for activities related to payroll
PD	means polling day
PDW	means PD Workers who work at poll sites
RO	means Returning Officer
ROE	means Record of Employment
ROPS	means Returning Officer Payment System
TBS	means Treasury Board of Canada Secretariat
Tier 1	means the initial support level responsible for basic customer issues and provides generalist support based on a broad understanding of the product
Tier 2	means a more in-depth technical support level than Tier I and the agents and technicians are more experienced and knowledgeable on the product. They are responsible for assisting Tier I personnel in solving basic functionality and technical problems and for investigating elevated issues by confirming the validity of the problem and seeking for known solutions related to these more complex issues.
Tier 3	means the highest level of support and responsible for handling the most difficult or advanced problems. The agents and technicians are experts in the product and are responsible for not only assisting both Tier I and Tier II personnel, but with the resolution of new or unknown issues.

Writ	means the document signed by the CEO that instructs the RO in an ED to conduct an Electoral Event on a specific date. After the Electoral Event, the RO writes the name of the winning candidate on the writ, signs it, and returns it to the CEO.
PSPC	means Public Services and Procurement Canada
SPS	means Standard Payment System

2. EC MANDATE

2.01. EC, headed by the CEO, an agent of Parliament, is an independent, non-partisan agency with unique organizational features that reports directly to Parliament. EC exercises general direction and supervision over the conduct of elections and referendums at the federal level. Its mandate is to:

- a) be prepared to conduct a federal general election, by-election or referendum;
- b) administer the political financing provisions of the CEA;
- c) monitor compliance with electoral legislation;
- d) conduct public information campaigns on voter registration, voting and becoming a candidate;
- e) conduct education programs for students on the electoral process;
- f) provide support to the independent commissions in charge of adjusting the boundaries of federal EDs following each decennial census;
- g) carry out studies on alternative voting methods and, with the approval of parliamentarians, test alternative voting processes for future use during Electoral Events; and
- h) provide assistance and cooperation in electoral matters to electoral agencies in other countries or to international organizations.

PART II – OVERVIEW

3. PROJECT BACKGROUND

3.01. EC hires field EAs to support its mandate to be prepared at all times to administer an Electoral Event. The EAs consist of a FLO, a RO and an ARO. Under the current distribution, there are 33 FLO Regions (33 FLOs) and 338 EDs (338 ROs). The ROs are responsible for hiring a number of different workers to support Electoral Events including hiring their ARO. These Field Workers fall into two categories,

Permanently Active Electoral Workers (EAs) and Temporary Electoral Workers (Field Workers).

3.02. Permanently Active Electoral Workers (Election Administrators)

3.02.01. Each ED is headed by a RO that is hired on a permanently active basis by EC on a fixed term of 10 years as prescribed in the CEA. Multiple EDs grouped together are considered as a FLO region in which the FLO acts as the advisor to all the ROs of the region. Other permanently active Electoral Workers may include the FLOs, AROs and other designated positions. This represents approximately up to 1,000 positions. These positions are designated as “active at all times” given that they must remain available to work between Electoral Events on an “as and when required” basis and receive recurring year-round payments for pre-defined activities and specific engagement opportunities, event-related assignments and attending sessions on electoral matters.

3.03. Temporary Electoral Workers (Field Workers)

3.03.01. Leading to and during an Electoral Event, each RO hires Field Workers throughout their ED to carry out various event-related activities. In exceptional circumstances, hiring may take place from adjoining EDs based on the type of Electoral Event.

3.03.02. For example, for a general election, there are approximately 325,000 Field Workers that are hired for the duration of the writ period which is generally up to eight weeks. There are two categories of Field Workers. The first category: OS represent approximately 40,000 workers. The second category: PDWs at poll sites during advance polls or ordinary PD and represent approximately 285,000 workers.

3.03.03. This volume is significantly less during by-elections. For example, this workforce is approximately 30 OS and up to 1,200 PDWs depending on the demography of the ED (e.g. whether or not there are satellite offices). Recent trends have demonstrated that EC conducts between six and eight by-elections yearly with 11 by-elections conducted in 2017.

3.04. Payments

3.04.01. Payments are governed by the Federal Elections Fees Tariff (Appendix D of the SOW) and are paid based on their position, fixed rates or the number of hours worked and in accordance with payment business rules, legislation and regulations (e.g. Field Workers who work less than 35 hours are not subject to source deductions, unless specifically required by law in their province of work). Allowances are governed by the Central Agencies rates such as the National Joint Council’s Travel Directive as prescribed in the Federal Elections Fees Tariff of their position. Field Workers are paid directly through the Receiver General via PSPC

using SPS. Applicable rates are subject to change on specific effective dates. Most PDWs fall into this category.

- 3.04.02. The remaining Field Workers, the OS generally work 35 hours or more, and therefore mandatorily requires that source deductions be calculated and remitted from the first dollar earned. These positions are paid bi-weekly. These requirements could be modified in accordance with applicable legislative or regulatory changes.
- 3.04.03. EAs are “active” year-round based on residency and availability requirements. They receive a minimum monthly payment throughout the year and on a bi-weekly basis for event related activities. They may also receive other payments based on their eligibility for additional fees and expenses associated with the execution of specific duties. These duties (e.g. participation in sessions on electoral matters) may occur at any time during the year. EAs’ source deductions must be calculated by the Contractor including calculating the corresponding remittances to be made by EC to the appropriate governing bodies.
- 3.04.04. For a single by-election, the number of payments being processed by EC is significantly less than for a general election. For each ED in which a by-election is held, approximately 160 individuals (on average 60 OS and 100 PDWs) work over 35 hours per week and would require calculation and remittance of statutory deductions. The remaining 1,100 workers are not subject to such deductions under current legislation and regulations but may be subject to change in the future. The Contractor must be able to adjust to such changes.

3.05. Roles and Responsibilities

3.05.01. *Financial Officers in Returning Office*

- a) During an event, each RO hires at least one financial officer to assist him or her with financial management and payment related duties for the event. The RO has the discretion to split the duties of the Financial Officer and hire additional Financial Officers within their allotted budget to manage all financial tasks.
- b) There’s a minimum of 338 Financial Officers during a general election (one per each ED). This position is responsible for performing financial management activities during the event at the Returning Office, such as:
- i. Payroll onboarding for workers in their ED;
 - ii. Entering timesheets (e.g. hours worked, training fees), other expenses and other forms of permitted payments into the field payment system (ROPS) for payment processing;

- iii. Verification of the information;
- iv. Transferring budgets between allowable positions as directed by the RO or sub-delegated ARO;
- v. Making necessary corrections to banking and payment information for each worker;
- vi. Producing the PAR;
- vii. Obtaining the approval of transactions on the PAR from the RO or sub-delegated ARO;
- viii. Transmitting the PAR and associated data to headquarters (HQ-ROPS);
- ix. Submitting the approved PAR to ECHQ for reconciliation and payment processing.

3.05.01.b.ix.1. The Pay Master at ECHQ who receives this information is responsible for all activities related to the payment for workers and accounting activities

3.05.02. *Regional Payment and Research (RPR) Staff*

- a) EC hires additional in-house staff to the Field Finance team at ECHQ to assist with the event-related payments to Field Workers. There are approximately 35 additional staff members hired during a general election and two to three additional staff during a by-election to support this activity. These individuals are responsible for performing financial management activities on the event from the field, such as:
 - i. Throughout the event, this team is responsible for:
 - 3.05.02.a.i.1. Reconciling all payment transactions received from field offices;
 - 3.05.02.a.i.2. Make necessary requests for adjustments when anomalies are noted; and
 - 3.05.02.a.i.3. Confirming with the Pay Master that the ED has been reconciled and that payments may be processed.
 - ii. After the decommissioning of field offices, all payroll requests are managed at ECHQ. The RPR team is responsible for:
 - 3.05.02.a.ii.1. Entering timesheets (e.g. hours, training fees, etc.), other expenses and other forms of permitted payments into the ECHQ payment system (ROPS) for payment processing;

- 3.05.02.a.ii.2. Making necessary corrections to information collected in the field;
- 3.05.02.a.ii.3. Reconciliation of payroll;
- 3.05.02.a.ii.4. Approving transactions to be transmitted to the Pay Master for processing; and
- 3.05.02.a.ii.5. Confirming with the Pay Master that the ED has been reconciled and that payments may be processed.

3.05.03. *Pay Master Staff*

- a) EC has a payment team on premises that works throughout the year and is responsible for all pay and payroll activities.
- b) To ensure a segregation of duties, specific roles are restricted to specific functions, such as the **Senior Accounting Clerks** who are responsible for:
 - i. For the **EAs** pay list:
 - 3.05.03.b.i.1. Obtaining the approval of payment related transactions;
 - 3.05.03.b.i.2. Enter and/or import required information to process pay for EAs throughout the year;
 - 3.05.03.b.i.3. Reconcile and confirm payment batches;
 - ii. For **Field Workers** pay lists:
 - 3.05.03.b.ii.1. Confirming reconciliations of all payments; and
 - 3.05.03.b.ii.2. Recommending payroll for processing.

3.05.04. For all payrolls, the **Pay Master** is responsible for the following payroll activities:

- a) For **Field Workers**:
 - i. Verify the reconciliations and take corrective action as necessary;
 - ii. Research and address deficiencies;
 - iii. For all correct transactions, generate the gross payroll payable using the HQ-ROPS application and the consolidated data from all the EDs for affected pay lists;
 - iv. Import and transmit the generated pay files to the Contractor-supplied solution for processing;
 - v. Import the returned files from the payroll contractor into HQ-ROPS;

- vi. Prepare the electronic payroll files with source deductions information to be transmitted to the SPS at PSPC for the production of cheques and direct deposit;
- vii. Import the payment information from PSPC into HQ-ROPS for follow up with workers;
- viii. Generate the FreeBalance (GL) files from HQ-ROPS; and
- ix. Submit GL generated files for processing in the financial system.

b) For **EAs**:

- i. Confirm reconciliations;
- ii. Research and address deficiencies;
- iii. Prepare the electronic payroll files to be transmitted to the payroll Contractor to calculate source deductions, net pay using Contractor-supplied solution;
- iv. Reconcile and confirm pre-process of payment batches before generating detailed payment files to be transmitted to the SPS at PSPC for the production of cheques and direct deposit;
- v. Process payments and remittances;
- vi. Transmit generated payment and remittance files to EC Finance Officer for payment issuance;
- vii. Co-ordination and issuance of statutory reports: ROE;
- viii. Co-ordination and approval to issue pay stubs for all pay lists;
- ix. Co-ordination and approval to issue yearly statements of earnings: T4s, T4As, RL1s and T2200s; and
- x. Coordinating with the Contractor and confirming the production of statement of earnings such as T4, T4As, Relevé1, T2200s, and statutory reporting: ROE.

3.05.05. For all payrolls, the **EC Finance Officer** is responsible for the following payroll activities:

- a) Verifying reconciliations prior to payment issuance;
- b) Conduct a sampling of transactions for accuracy prior to payment issuance;
- c) Research and address deficiencies;

- d) Submit payment files to the SPS at PSPC for the production of cheques and direct deposit and research and address deficiencies;
- e) Submit remittance files to the SPS at PSPC for the production of payments to governing bodies and research and address deficiencies;
- f) Receive return files;
- g) Reconcile return files and research and address deficiencies;
- h) Preparing FreeBalance (GL) files from Pay Calculator data files; and
- i) Import the GL files to the financial system.

3.06. Payroll Calculator

3.06.01. Four separate pay lists currently exist to produce payments to Field Workers & EAs. The pay lists are as follows:

- a) EAs – used year-round;
- b) Field Workers (including OS and PDWs) – used during a by-election;
- c) Office Staff – used during a general election or a referendum; and
- d) PDWs – used during a general election or a referendum.

3.06.02. The payroll calculation solution will be required to support these various pay lists and inherent business processes or propose alternate solutions to clearly distinguish each of the above pay lists and general event / non-general event activities.

3.06.03. Although these processes might be updated following the implementation of the pay calculator solution, the expectation is that the payroll calculation and the production of payment related and remittance files would not significantly change with the introduction of a new solution.

3.06.04. In addition, any future work required to integrate the payment calculator with systems that EC introduces after the implementation targeted for post 43rd general election, is deemed out of scope for this SOW.

3.07. Technology

3.07.01. **Current:** EC uses an in-house developed legacy system, the ROPS, to facilitate the payments for Field Workers. ROPS captures specific information about field worker activities requiring payments (e.g. personal details, time, expenses, fees, allowances, taxable and non-taxable revenue, etc.). This information is collected in the field during an Electoral Event and transmitted to a central module of the system at ECHQ for processing by the Pay Master. This data is then transmitted to

the Contractor for payroll calculations including net pay and statutory deductions and reporting.

- 3.07.02. ROPS in the field or at headquarters is designed to operate only during an Electoral Event to manage pay information for Field Workers. It does not operate between events and does not process pay information for EAs.
- 3.07.03. **Current (Third Party-supplied) COTS application:** EC uses its current payroll provider's COTS application to manually capture the payments for EAs. It captures specific information about activities requiring payments (e.g. personal details, time, expenses, fees, allowances, taxable and non-taxable revenue, etc.). This information is entered in the COTS application at ECHQ for processing by the Pay Master. This data is then transmitted to the third-party payroll service provider for payroll calculations including net pay and statutory deductions and reporting.
- 3.07.04. **Future:** EC has embarked on an initiative for an integrated resource planning solution which includes the workforce management components for both its EAs and Field Workers. A self-serve solution is planned to eventually replace the in-house ROPS system and COTS payroll application for its field workforce. At the time of the replacement of ROPS with the new workforce management solution, the Contractor will be required to produce pay calculations derived from a different source (legacy systems). EC will work closely with the Contractor to ensure a smooth transition to this new solution. Optionally, the Contractor may be selected to provide this solution for one or multiple pay lists.

PART III – SCOPE OF WORK

4. CONTRACTOR-SUPPLIED COTS SOLUTION

- 4.01. The Contractor must provide a COTS solution for use by EC on its own premises for pay processing of all payments due to its Field Workers and EAs.
- 4.02. The solution must be non-SaaS and non-Cloud based. EC reserves the right to revisit this position as security evolves on these platforms.
- 4.03. The database must remain the property of EC and be held at one of its in-house data centers. EC reserves the right to store its data at alternate data centers on its own or off-premises as it deems necessary for business continuity purposes and to align with changes in other government services and technology support services opportunities.

5. FUNCTIONAL DELIVERABLES

- 5.01. The Contractor must provide both Field Workers and EAs Pay Services as specified below:
 - 5.01.01. Provide payroll services that includes calculation of net pay and source deductions including employer (EC) remittances applicable to 10 provinces and three territories based on the applicable business rules defined by EC as per the legislation;
 - 5.01.02. Factor all the business rules including exceptions (e.g. northern allowances rules, taxable and non-taxable revenue, exemption rules specific to election workers that work under 35 hours with variants of this rule based on the province of the ED);
 - 5.01.03. Support multiple pay lists for different categories of workers;
 - 5.01.04. Provide the possibility of simultaneous pay periods in different pay lists as pay runs for Field Workers and EAs which may overlap;
 - 5.01.05. Provide the necessary payment files clearly defining the methods of payment (e.g. cheque, direct deposit) for each payment using the EC prescribed formats for all Field Workers and EAs, including exemptions (e.g. CPP, tax exemptions, etc.), payment of fees, allowances, expenses, statutory deductions and remittances;
 - 5.01.06. These payment files must be in EC prescribed formats for both Field Workers and EAs to ensure payment processing by Receiver General via the SPS at PSPC;
 - 5.01.07. Have the ability to add or change job codes, rates, allowances and entitlements;
 - 5.01.08. Recognize that multiple pay batches may take place on a given pay list for a specific pay period;
 - 5.01.09. Recognize taxable and non-taxable income in the calculation of net pay and associated remittances;
 - 5.01.10. Consistently apply business rules regardless of ordinary or supplementary pay runs within a specific pay period;
 - 5.01.11. Have the capability to accept work efforts captured for multiple job positions by the same person;
 - 5.01.12. Provide payroll registers electronically with each run requested;
 - 5.01.13. Terminate the assignment of Field Workers at the end of an event with employment start date and end date. For EAs, termination takes place at the end of their tenure or resignation date as applicable;
 - 5.01.14. Provide a digital and paper copy of the following statement of earnings: Pay stubs, T4s, T4As, Relevés 1, and statutory reporting: ROE in the preferred official language

of the Field Workers and EAs using appropriate measures to ensure privacy (e.g. sealed envelopes);

- 5.01.15. Provide the ability to change the systems configuration to reflect legislative and/or statutory changes, changing business rules and or taxation rules changes; and
- 5.01.16. Provide functionality that allows authorized users to perform manual data entry as well as perform bulk file imports from EC systems and optionally, provide a self-serve capability.

5.02. Field Workers Pay Services

The Contractor must:

- 5.02.01. Receive pay information from the in-house EC systems electronically concerning Field Workers (Field Workers Input Data) that are subject to payroll deductions and payment of associated expenses as part of the pay transactions for certain specified positions (e.g. fees, travel and living expenses, allowances and expenses);
- 5.02.02. Provide net pay calculation services for Field Workers using up-to-date payment rules. The Field Workers Input Data is provided through ROPS and the Field Workers Input Data;
- 5.02.03. Support a nine-digit worker number in addition to the SIN number. ROPS requires the worker number to be nine characters long, the first three digits correspond to the ED and the six last digits correspond to the worker id. (ex. 436001229);
- 5.02.04. Perform net pay calculations of all source deductions and associated remittances (employer and worker share of CPP, QPP, EI; Parental, Quebec provincial tax; federal and other provinces taxes and any other remittances that could come into effect during the period of the contract) by making a clear distinction between taxable and non-taxable income and applicable deductions and remittances;
- 5.02.05. Retain all necessary simplified coding information originating from the ROPS system to attribute the expenditures to the appropriate financial account. Alternatively, the Contractor-supplied solution can generate a financial coding block based on pay entitlement codes during net pay calculations;
- 5.02.06. Provide calculated Field Workers Output pay and remittances data in EC prescribed formats for payments by the Receiver General via SPS at PSCP;
- 5.02.07. Produce the Field Workers Output Data format as per ECs requirements;
- 5.02.08. Have the ability to process multiple payment runs for the same Field Workers and generate the associated payment and remittances files in EC prescribed formats for payments by the Receiver General via SPS at PSCP;

- 5.02.09. Have the ability to process expense files for Field Workers who do not have timesheets in the same payment run and generate the associated payment and applicable remittances files in EC prescribed formats for payments by the Receiver General via the SPS at PSPC;
- 5.02.10. Have the ability to recognize changes in a Field Workers profile (e.g. new exemptions) and apply such changes in the net pay calculations and applicable remittances for that individual; and
- 5.02.11. Keep track of individual cumulative earnings for accurate representation on statements of earnings.
- 5.03. Election Administrators Pay Services
The Contractor must:
 - 5.03.01. Provide and install a COTS application with a user interface for data entry and importing data as desired for EA's time and expense details including capturing and retaining simplified financial coding block information to attribute the expenditures to the designated financial account;
 - 5.03.02. Support a nine-digit worker number in addition to the SIN number. The worker number nomenclature will be of EC's choosing;
 - 5.03.03. Provide net pay calculations and remittances files in EC prescribed formats using up-to-date payment rules for payments by the Receiver General via SPS at PSPC;
 - 5.03.04. Include in its calculations all payments of associated expenses as part of the pay transaction for certain specified positions (e.g.travel and living expenses);
 - 5.03.05. Calculate all source deductions and associated remittances for appropriate provincial and federal government agencies (employer and worker share of CPP, QPP, EI; Parental, Quebec provincial tax; federal and other provinces taxes and any other remittances that could come into effect during the period of the contract) by making a clear distinction between taxable and non-taxable income and applicable deductions and remittances;
 - 5.03.06. Retain all necessary simplified coding information originating from the ROPS system to attribute the expenditures to the appropriate financial account. Alternatively, the Contractor-supplied solution can generate a financial coding block based on pay entitlement codes during net pay calculations;
 - 5.03.07. Produce standard payroll reports and registers, available electronically;
 - 5.03.08. Produce Output Data in accordance with the applicable file format to report to FreeBalance;

- 5.03.09. Have the ability to process multiple payment runs for the same EA and generate the associated payment and remittances files in the EC prescribed formats for payments by the Receiver General via SPS at PSPC;
- 5.03.10. Have the ability to process expense files for EAs who do not have timesheets (e.g. fees) in the same payment run and generate the associated payment and applicable remittances files in the EC prescribed formats for payments by the Receiver General via SPS at PSPC;
- 5.03.11. Have the ability to recognize changes in an EA's profile (e.g. new exemptions) and apply such changes in the net pay calculations and applicable remittances for that individual; and
- 5.03.12. Keep track of individual cumulative earnings for accurate representation on statements of earnings.
- 5.04. Payroll Processing
The Contractor must:
 - 5.04.01. Perform payroll processing in accordance with the timeframe dictated by the circumstances (i.e., specific event such as an Electoral Event or other periods) for each pay list;
 - 5.04.02. Prepare payment files in EC prescribed format for all Field Workers and EAs to be paid by the Receiver General via SPS through either direct deposit or cheques;
 - 5.04.03. Perform payroll calculations including capability for multiple pay lists with a clear distinction between taxable and non-taxable income as and when required;
 - 5.04.04. Perform payment calculations of associated expenses which form an integral part of the pay transaction for certain specified positions (e.g., travel, allowances and living expenses);
 - 5.04.05. Calculate all source deductions and associated remittances for appropriate provincial and federal government agencies (employer and worker share of CPP, QPP, EI; Parental, Quebec provincial tax; federal and other provinces taxes and any other remittances that could come into effect during the period of the contract);
 - 5.04.06. Produce payment and remittances files in EC prescribed format including simplified financial coding information for all Field Workers and EAs to be paid by the Receiver General via SPS (by EC) through either direct deposit or cheques and associated statements.

- 5.04.07. Submit electronic filings with details for T4/T4A/RL1 and detailed breakdown of statutory deductions by worker on behalf of EC to the appropriate governing bodies. EC will make the payments to the appropriate governing bodies.
- 5.04.08. Produce standard payroll reports and registers (canned reports), available electronically;
- 5.04.09. Provide specific reporting to meet EC requirements (ad-hoc reports) to implement quality control measures;
- 5.04.10. Provide statutory reporting: ROEs, T4s, T4As, Relevés and year end reports to be submitted by legally prescribed deadlines both electronically and paper-based using industry accepted seals;
- 5.04.11. Calculate the average daily pay for each payroll run (net and gross); and
- 5.04.12. Provide the ability to add or change job codes, rates, allowances and entitlements.
- 5.05. Technical Requirements
- 5.05.01. *Data Exchange*
- a) EC Data Service Layer is an integration layer that decouples EC's external partner from our internal infrastructure and applications functional implementation. Interaction between EC and the Contractor will be provided through this Data Service Layer.
 - b) The standard format of exchange shall follow industry best practice and current trends in Electronic Data Interchange. Data Exchange rules & protocols will be mutually agreed upon and set between the Contractor and EC as a part of the technical design.
 - c) Data must be securely communicated between the Contractor and EC's data service integration layer in a manner that complies with the data dictionaries and validation rules that will have been developed and approved by both the Contractor and EC.
 - d) The Contractor and its solution must adhere to strict rules to ensure ongoing privacy and security of the data transmitted, processed and stored. The solution must have the capability to manually input and import as desired and output electronic information to and from our current systems and any future systems that must interface with the payroll (workforce management) system, through the data service layer.
- 5.05.02. *Visual Interface*

- a) The Contractor's COTS application must have a visual interface for EC Pay Master staff for data entry. Optionally, a self-serve data entry capability to be included for future consideration as a workforce management tool for pay related matters. This interface must be available in both official languages and adhere to the GC standard on security, accessibility, usability and privacy.

5.05.03. *Encryption*

- a) All data in transit must be encrypted in accordance with GC standards as specified by CSE in refits.40.111, Cryptographic Algorithms for Unclassified, Protected A and Protected B Information. The encryption tools must be able to seamlessly (i.e. without manual intervention) exchange data with the encryption tools used at EC, which at present are the Entrust product line.

5.05.04. *Architecture Landscape*

- a) Since all software systems are unique, it is understood that the deployment process cannot be prescribed into a single architecture that would fit any solutions. EC's high level configuration requirements that the COTS software must comply with are as follows:
 - i. Solution must operate on Microsoft Windows (Server 2012 R2 compatible or Windows 7 compatible workstation) or Linux platform (Oracle Linux 6.9 compatible);
 - ii. If database is not included in bundle, it must be either Oracle (compatible with version 12 including 64 bit desktop client) or SQL Server (2012 or above); and
 - iii. EC relies heavily on virtualization, its development and testing environment are mostly all virtualized. The software must be able to function in a virtualized environment (server and/or workstation).

5.05.05. *Deployment and Configuration*

- a) The initial deployment and configuration of both the production instance and the user acceptance instance of the COTS software on EC's infrastructure must be performed with the Contractor onsite at ECHQ.
- b) The contractor must deliver a build book including, but not limited to, the following tasks previous to the initial installation:
 - i. Pre-Installation considerations;
 - ii. Hardware prerequisites;

- iii. Hardware installation procedures;
 - iv. Hardware configuration procedures;
 - v. Software Installation procedures;
 - vi. Software configuration; and
 - vii. System integration procedures.
- c) If amendments to the build book are performed based on issues encountered during the initial installations, an updated build book must be provided by the Contractor to EC upon release of the new build.
- d) In addition to the build book, the Contractor must provide an operational runbook detailing the activities required by EC's IT System Administrator to undergo the routine system maintenance.
- e) Before any upgrades or updates of the production system, the new software will be installed, using the build and run books, on the user acceptance infrastructure and validated by EC before being applied to the production environment.

5.06. Reporting

5.06.01. The Contractor must provide to EC regular reports in electronic copy (e.g. Excel) at each payroll run, and others on an "as and when" requested basis. Deficiency reports must be provided in electronic copy (e.g. Excel) as requested by EC. Additional reports to be requested shall be provided in the requested format. These additional reports will include but are not be limited to Remittance Summary Report (for each province), Executive Summary Reports for total Number of Workers (by province), total New hires (by province), total number of payment file processed (cheque & direct deposit), CRA reports, ED level payroll report.

5.07. Data Retention

5.07.01. The Contractor must provide data retention capability as per EC's requirements. It is the responsibility of EC to comply with the TBS's regulations related to the data retention which must be done in concert with the Contractor. The type of information to be preserved as defined by EC is as follows:

- a) Business rules and effective rates (e.g. fees, worker/employer rates of statutory deductions);
- b) All statutory reporting for each worker; and
- c) All reports produced.

5.07.02. The contractor must retain this information for the greater of two payroll years following the closing of a payroll year or following the last administrative activity on a worker’s record. The Contractor must purge the data during an EC approved record disposition exercise in such a manner to provide the necessary level of assurances that both privacy and security rules have been adhered to.

6. TIMELINE

6.01. The Contractor solution must be ready for use in production no later than April 1, 2019 to support all pay activities and inherent volumes.

6.02. EC follows a rigorous election readiness process for all of its business processes and supporting systems. The Contractor must follow the timelines mentioned below to support EC in the delivery of timely and accurate payments to its Field Workers and EAs.

Milestone	Stage – Completion	Estimated Date
Milestone 1	Project Implementation Plan	Within five days of contract award
Milestone 2	Fit Gap Analysis	May 1, 2018
Milestone 3	Solution Demonstration and Configuration	July 16, 2018
Milestone 4	User Acceptance Testing (UAT)	August 1, 2018
Milestone 5	Training delivery (Pay Master Staff)	Summer 2018
Milestone 6	Integration testing ready	August 31, 2018
Milestone 7	Pilot/EAs (Self-Serve)	Fall 2018
Milestone 8	Simulation ready	Winter 2019 (Mid-January)
Milestone 9	Ready for use – Production	April 1, 2019

PART IV – PARAMETERS

7. LOCATION OF WORK

7.01. The majority of the Work will be completed at the Contractor’s chosen place of business in Canada.

7.02. As required and with the pre-approval of the Technical Authority, the Contractor may be required to perform the Work at ECHQ.

APPENDIX A – SOLUTION DELIVERY

Appendix A describes EC's solution delivery management requirements.

1. MEETINGS AND REPORTING

1.01. Kick-Off Meeting

1.01.01. The Contractor is to organize a kick-off meeting with the Technical Authority and the Contracting Authority in the National Capital Region within **five business** days from the Effective Date of the Contract.

1.01.02. The purpose of the kick-off meeting is to:

- a) Review the contractual requirements;
- b) Review and clarify, if required, the respective roles and responsibilities of the Contracting Authority, the Technical Authority and the Contractor to ensure a common understanding;
- c) Review any information or documentation required to complete the onboarding process; and
- d) Discuss the Project Implementation Plan (to develop the delivery planning), that was proposed as part of the Contractor's bid response submission.

1.01.03. The Contractor must prepare and submit the minutes of the meeting **within two business days** following the meeting to the Technical Authority for approval. The minutes of the meeting must provide the names of all attendees, a record of discussions and decisions made.

1.02. Status Meetings

1.02.01. The Contractor must organize, schedule and conduct status meetings on a bi-weekly basis until production roll-out of the solution at which point the frequency will be reduced as mutually agreed upon between the parties. Failure to agree upon a different schedule will result in a standing by-weekly schedule. The focus of these meetings is to update EC on key aspects of the project, including schedule review and project status.

1.02.02. The Contractor must maintain a log of decisions and outstanding action items, the associated status and date of completion.

1.03. Project Progress Reports

1.03.01. The Contractor must prepare a formal bi-weekly status report which will be presented to EC's Technical Authority for discussion and review. This status report

should be at a high level and will highlight any issues or risks that the project might face as well as progress on milestone tasks. This report must address the following:

- a) Overall project health;
- b) Actual performance compared to overall project plan (as well as compared to any other plans currently being executed e.g. change management or training plan);
- c) Project's risks and issues;
- d) Accomplishments for the current period;
- e) Any variances in schedules;
- f) Changes to scope or schedule;
- g) Planned activities until next report; and
- h) Status of all contract deliverables (e.g. delivered, pending, change request needed etc.).

2. PROJECT DELIVERY MANAGEMENT

2.01. The Contractor's Project Manager (PM) (who must be assigned by the Contractor before project kick-off) will lead all activities that are the responsibility of the Contractor while working closely with the EC PM using a project management methodology that has been approved by EC. The Contractor's project team, led by the PM must work closely with the EC Project team to support the execution of the contract. The responsibilities of the Contractor PM are to:

- 2.01.01. Ensure on-time and accurate delivery of all of the Contractor's deliverables;
- 2.01.02. Function as a single point of contact for EC;
- 2.01.03. Be available for face to face (on-site) meetings;
- 2.01.04. Provide the list of retained key resources, their roles and responsibilities and qualifications(including relevant professional certifications);
- 2.01.05. Ensure overall coordination of all project related activities under the awarded Contract;
- 2.01.06. Ensure appropriate authorization is obtained prior to execution of work channeled through change management process;
- 2.01.07. Manage the resolution of project issues, problems and complaints related to the Contractor deliverables, and escalate and prioritize project issues as requested by EC;

- 2.01.08. Adhere to sound project management methodology (such as the project management knowledge areas as defined in PMBOK edition 5 or greater or PRINCE2 or other internationally recognized project management methodology); and
- 2.01.09. Provide a telephone number and email address to contact the PM from 8:00 to 17:00 EST weekdays and during non-core business hours on weekdays and weekends during key activities as mutually agreed between both parties.

3. TRANSITION-IN PLAN (IMPLEMENTATION)

- 3.01. The Contractor must provide a high level Transition-In plan (Implementation Plan) to the Technical Authority as per the milestones in Section 3.7 of the SOW for review and approval. The Contractor must maintain and update the Implementation Plan on a monthly basis for acceptance by the Technical Authority throughout the Term of the Contract to, at minimum, reflect progress, changes in scope (if any), dates and resources.
- 3.02. The Transition-In plan must outline how EC will transition to their solution and, as a minimum, must include details on:
 - 3.02.01. A review and documentation of the current state of EC processes (based on existing business process documentation and by facilitating workshops) and document gaps between current state and the solution provided processes;
 - 3.02.02. Application (COTS) and pay calculator configuration activities;
 - 3.02.03. Integration and testing activities;
 - 3.02.04. Testing operational solutions;
 - 3.02.05. Delivering functional capability;
 - 3.02.06. Enabling user onboarding;
 - 3.02.07. Onboarding legacy data (minimal);
 - 3.02.08. Developing solution specific guidelines;
 - 3.02.09. Developing operational procedures documentation;
 - 3.02.10. Developing a thorough implementation readiness assessment plan, readiness assessment schedule, rollback strategy, assessment scorecards and identified and defined critical readiness criteria that will drive go and no-go decisions related to overall readiness and preparedness for going live with any new service or it environment
 - 3.02.11. Training for project team and specific authorized users on solution capabilities;

3.02.12. Pre-implementation checklist and post-implementation measurable evaluation criteria; and

3.02.13. Go/no-go recommendations and prepare an implementation decision document for acceptance.

4. QUALITY ASSURANCE AND TESTING

4.01. Quality Assurance (QA) aims at ensuring that the solution meets the requirements of the contract at a satisfactory level. The Contractor is responsible for demonstrating subject matter expertise and remaining available and supporting EC throughout all testing and simulation phases (Staging, UAT, ESI and Simulation).

4.02. Pre-Production Staging and Testing

4.02.01. The Contractor is responsible for planning, preparing, executing, and validating results of required service tests to provide the necessary assurances that their solution meets EC requirements.

4.02.02. The Contractor will be responsible for:

- a) Pre-production (staging) testing of the solution;
- b) Testing the functional, technical and security aspects of Contractor's solution;
- c) Developing test plans and test cases;
- d) Testing the integration of their solution within EC's environment;
- e) Maintaining a traceability matrix; and
- f) Managing defects:
 - i. Documenting defects and determining resolutions
 - ii. Reporting defects to EC in a timely fashion
 - iii. Arranging and hosting defect triage meetings
 - iv. Implementing corrective action that has been agreed to by EC.

4.03. User Acceptance Testing (UAT)

4.03.01. EC will perform the UAT to validate that the functionality that will be implemented, is operating at a level that is acceptable to EC. EC will work collaboratively with the Contractor to create a set of test scenarios and test cases that will provide appropriate test coverage of the functionality that needs to be tested.

4.03.02. EC requires that the Contractor provides:

- a) An appropriate test environment;

- b) Test data; and
 - c) Technical support.
- 4.03.03. Prior to submitting the release for UAT, the Contractor must have completed all of the system unit, regression and integration testing, required with respect to the release.
- 4.03.04. UAT will be conducted at EC's testing environments. During the UAT period, the Contractor must:
- a) Assist EC in defining UAT scenarios and acceptance criteria;
 - b) Assist EC in preparing the test environment to execute UAT;
 - c) Facilitate the collection of UAT results;
 - d) Analyze the results of the User Acceptance tests as provided by EC;
 - e) Implement corrective measures based on the UAT results and EC recommendations;
 - f) Assess and communicate the overall impact and potential risks to system components prior to implementing any changes; and
 - g) Provide updated release with necessary corrective action and release notes.
- 4.04. Integration Testing (ESI)
- 4.04.01. EC will conduct an integration testing cycle to ensure that the Contractor's solution does not impede on critical operational and event related systems.
- 4.04.02. The Contractor must play an active role throughout the implementation including configuration of the solution for integration testing and remaining available to assist during the testing cycle.
- 4.05. Simulation Testing
- 4.05.01. EC, as part of its election readiness activity, plans to conduct a simulation exercise for a select group of workers to mimic an Electoral Event in a production environment with a number of predefined locations. This exercise consists of key activities such as physically opening offices at predetermined locations and simulating its normal event-related field activities to obtain the level of assurances that the solution supports its business rules and overall business operations. This is an opportunity to perform a mini stress test with the field, address connectivity issues that may arise and adjust the configuration as necessary before rolling out the solution at large.

- 4.05.02. Simulation testing is a part of EC's readiness activity for any general election. The primary objective of simulations is to:
- a) Provide a robust and deep validation that the solution functionality will work as expected in the production environment;
 - b) Identify any issues with the solution; and
 - c) Provide time to address any identified issues before the go/no-go decision has to be made.
- 4.05.03. The Contractor is required to support EC for its simulation testing to provide assurances that the integrated system functions on an operational framework and is production ready.
- 4.05.04. The Contractor must play an active role throughout the implementation including configuration of the solution for simulation and remaining available to assist during the simulation.
- 4.05.05. The Contractor must contribute to the development of testing matrices, test cases, assisting with testing (as applicable) and conducting performance testing for example. The objective being to provide the necessary assurances that the solution includes the ability for:
- a) The ECHQ Pay Master to import transactions that originated from the legacy ROPS;
 - b) The ECHQ Pay Master to confirm and reconcile the number of transactions submitted with the number of transactions imported in the solution;
 - c) The Contractor to process transactions for calculations;
 - d) The Contractor to produce payment issuance file in EC prescribed format;
 - e) The Contractor to produce the remittances issuance file in EC prescribed format;
 - f) The ECHQ Pay Master to review accuracy of calculations (e.g. exemptions, rates, fees, allowances, expenses rules, remittances, etc.);
 - g) The ECHQ Pay Master to review, reconcile authorized payroll transactions;
 - h) The Contractor to create and deliver the detailed and summary reports on statutory deductions calculations (worker/employer share), remittances and net pay;
 - i) The ECHQ authorized users to view reconciliation reports from Contractor;

- j) The authorized ECHQ Finance Officer to reconcile payments with PSPC;
- k) The authorized ECHQ Finance Officer to reconcile payments into the solution by appropriate Financial Coding Block information;
- l) The ECHQ Pay Master to view sample statement of earnings (e.g. pay stub); and
- m) The ECHQ Pay Master to issue a ROE, T4s, T4As RL1s, T2200s.

5. PILOTING SELF-SERVE FUNCTIONALITY – ELECTION ADMINISTRATORS – OPTIONAL

5.01. A pilot of the self-serve functionality of the Contractor's solution in a production setting with a select population of EAs field personnel that would allow for the following functionality to be fully tested. The objective being to provide the necessary assurances that the solution includes the ability for:

- 5.01.01. EAs to enter their own time, expenses and allowances;
- 5.01.02. The ECHQ Operations Group to approve such transactions for processing;
- 5.01.03. The ECHQ Pay Master to also import recurring monthly allowances (e.g. Stipend) that originated from spreadsheets;
- 5.01.04. The ECHQ Pay Master to confirm and reconcile the number of approved transactions submitted through self-serve;
- 5.01.05. The ECHQ Pay Master to confirm and reconcile the number of transactions imported in the solution via spreadsheet;
- 5.01.06. The Contractor to process transactions for calculations – regardless of source of input;
- 5.01.07. The Contractor to produce payment issuance file in EC prescribed format;
- 5.01.08. The Contractor to produce the remittances issuance file in EC prescribed format;
- 5.01.09. The ECHQ Pay Master to review accuracy of calculations (e.g. exemptions, rates, fees, allowances, expenses rules, remittances, etc.);
- 5.01.10. The ECHQ Pay Master to review, reconcile authorized payroll transactions;
- 5.01.11. The Contractor to create and deliver the detailed and summary reports on statutory deductions calculations (worker/employer share), remittances and net pay;
- 5.01.12. The ECHQ authorized users to view reconciliation reports from payroll provider;
- 5.01.13. The authorized ECHQ Finance Officer to reconcile payments with PSPC;

- 5.01.14. The authorized ECHQ Finance Officer to reconcile payments into the solution by appropriate Financial Coding Block information;
- 5.01.15. The ECHQ Pay Master to view sample statement of earnings (e.g. pay stub); and
- 5.01.16. The ECHQ Pay Master to issue a ROE, T4, RL1, T2200.

6. TRAINING

- 6.01. The Contractor must provide to the Technical Authority a draft Training Plan on schedule, as detailed in the project plan, for review and acceptance by the Technical Authority. The training must be provided on both official languages of Canada as per the requirements of EC. As a minimum, the Training Plan must illustrate how the training strategy will be executed and describe how the Contractor will:
 - 6.01.01. Create a training requirements assessment by user type. This must address the initial training requirement for the solution to “go live” and the ongoing training requirement for new Users or refresher training;
 - 6.01.02. Analyze training requirements for administration access;
 - 6.01.03. Develop and deliver training program to instruct EC personnel on the provision of Contractor Services (e.g., “rules of engagement,” requesting Services);
 - 6.01.04. Develop and implement knowledge transfer procedures to ensure that more than one individual understands key components of the business and technical environment;
 - 6.01.05. Provide ongoing training materials for service desk personnel on EC business and technical environments as defined by EC;
 - 6.01.06. Provide training to support user acceptance testing which includes:
 - a) Identification of involved user groups;
 - b) Creation of training materials ; and
 - c) Delivery of training.
- 6.02. The Contractor must provide training for users relating to Payroll Services during the Contract Period, as required, **with 15 days written notice**:
 - 6.02.01. Initially six people will require training prior to the commencement of service; after the initial training, additional training may be required on an-as-and-when requested basis for individuals or groups of people;
 - 6.02.02. Annual training in line with Canadian Payroll Association concerning changes in deductions and other payroll rules;

- 6.02.03. Training to take place in the National Capital Region; and
- 6.02.04. Payroll year-end legislation training will be required before the close of the payroll year for individuals or groups of people;
- 6.02.05. Outside of an event and/or following a product upgrade, provide training on the payroll application as needed.

APPENDIX B – SERVICE DELIVERY

1. SERVICE DELIVERY CHANNELS

1.01. All the services provided by the Contractor must be in both official languages of Canada. The Contractor must provide a service desk that is accessible as shown in the Service Desk Operating Hours table below and Responses Levels using service delivery channels including:

1.01.01. **Phone:** Providing a phone line allowing authorized users to speak directly with service desk support to submit and resolve service requests related to the COTS application as well as the payroll service issues;

1.01.02. **Email:** Providing an e-mail address or web form allowing authorized users to use their email program to submit service requests. The Contractor must provide confirmation and bilingual notifications via e-mail to all authorized users who contact the service desk via e-mail;

1.02. Service Desk Operating Hours

1.02.01. *Standard Operating Hours*

Tier	Operating Hours in Eastern Time
Tier 3	Mon-Fri 09:00-17:00
Tier 2	Mon-Fri 08:00-17:00
Tier 1	Mon-Fri 07:30-17:30

1.02.02. *Event Operating Hours*

- a) During an event, the Contractor will be required to increase its support hours to ensure timely and accurate payments to EC’s Field Workers.
- b) The following options are presented as an indicator of some of the desired support. To be noted that various options may be exercised based on the circumstances (e.g. Option 1 during pay week/weekend, versus Option 2 during regular event week/weekend) in a general election. Hours may also fluctuate during by-elections in opposite coasts to ensure coverage at each location (e.g. BC and NL).

Options	Tier	Operating Hours in Eastern Time
Option 1	Tier 3	Mon-Fri 07:30-15:30
	Tier 2	Mon-Sun 06:00-22:00
	Tier 1	Mon-Sun 06:00-22:00

Options	Tier	Operating Hours in Eastern Time
Option 2	Tier 3	Mon-Fri 07:30-15:30
	Tier 2	Mon-Fri 06:00-22:00
	Tier 1	Mon-Fri 06:00-22:00
Option 3	Tier 3	Mon-Fri 07:30-15:30
	Tier 2	Mon-Fri 06:00-18:00
	Tier 1	Mon-Fri 06:00-18:00

1.02.03. *Event*

- a) During a general election or a referendum, EC requires a high level of service in addressing any issues or resolving any problems. EC Executive Committee establishes a "readiness date", by which EC must be ready for a general election to be called. From this date, which EC will communicate to the Contractor to 30 days after the general election or referendum polling date, the maximum acceptable time between an EC request and the Contractor's response is two hours.
- b) During by-elections, EC requires a high level of service in addressing any issues or resolving any problems, however, on a reduced scale as the events generally take place concurrently in up to six EDs. Heightened level of service usually occurs during payroll weeks which will vary based on the duration of the writ period and during post polling date payments up to 20 days after the by-election polling date. EC will communicate to the Contractor within 48 hours of writ drop, the key pay dates for which the maximum acceptable time between an EC request and the Contractor's response is two hours.

1.03. Service Support

1.03.01. *Software Support and Maintenance*

- a) The Contractor must provide support services required to maintain the COTS application. This includes responding to the service requests/issues faced by EC. The Contractor must also provide necessary maintenance services such as application upgrades, security updates, patches etc. to maintain the application. To ensure uninterrupted payroll services, no maintenance or upgrades will take place during an event unless pre-approved by EC's Contract Authority.

1.03.02. *Payroll Service and Maintenance*

- a) The Contractor must provide support services required to ensure the COTS application is fully functional and the resulting calculations and outputs are in accordance with the requirements of the Contract. This includes responding to the service requests/issues faced by EC related to any pay runs and reporting. The Contractor must also provide necessary maintenance services required to update the tax calculation rules and EC business rule changes as per the mutually agreed upon timelines for change management.
- b) When there is an event in the planning, EC will notify (30 days in advance) the Contractor to be ready to upgrade the support services. The Contractor must provide the following technical support within the prescribed deadlines upon notification by EC:
 - i. Rapid response for the period covered which starts when EC decided to upgrade its support services to the one of the Event Operating Hours Option mentioned in Appendix A of the SOW section 1.1 until EC notifies the Contractor to revert back to the standard support services. During the specified period, all the service issues raised to the service desk to be responded with triage details within two hours of the initial contact, also providing an on-site technical support when necessary;
 - ii. Telephone support must be available in both English and French;
 - iii. Rapid turn-around of payroll processing (as described in the Payroll service Levels below); and
 - iv. Electronic notification **within two hours** to the Pay Master of any noted issues when processing the transactions.

2. SERVICE LEVELS

2.01. Pay Run Turnaround Time During Recurring Payroll Activities

2.01.01. The detailed pay run turnaround time of each activity is given below:

- a) Provide an electronic confirmation of receipt of the approved batch of transactions immediately upon completion of the transfer process for each individual batch;
- b) For each payroll run, **within three hours of receipt** of batched transactions, provide calculations of the average daily pay (net and gross);
- c) **Within 30 minutes** of receipt of the approved batched transactions, provide an exportable reconciliation report reflecting a summary of all transactions

- included in that batch rendering the information in online preview indicating the batch number, number of transactions received and a gross amount total;
- d) **Within 60 minutes** of receipt of the approved batched transactions, apply location specific and other business rules for each worker in the batch and perform calculations of all source deductions and remittance of same to appropriate government agencies (employer and worker share of CPP, QPP, EI; Parental, Quebec provincial tax; federal and other provinces taxes and any other remittance that could come into effect during the term of the contract;
 - e) **Within 60 minutes** post calculation of deductions for a batch, including worker associated non-taxable allowances for workers that may or may not have other earning in the batch and/or taxable income, provide an exportable return file for each batch reflecting a summary and details of all transactions in that batch rendering the information in online preview mode related to the batch in the required EC format with the net pay for each individual worker;
 - f) **Within 30 minutes** post processing of a batch, produce pay stubs viewable by the Pay Master or other authorized users to permit viewing on the stub current earnings and deductions and any cumulative earnings including earnings in previous pay periods in the payroll year for that specific worker;
 - g) **Within 30 minutes** post processing of a batch, produce a remittance payment file viewable by the Pay Master or other authorized users to permit viewing on the remittances payable to each governing body;
 - h) **Within 3 hours** of receiving batched transactions, submit detailed output data to EC for further processing by our payment issuance center (Receiver General of Canada) using the output data format specified in the contract;
 - i) Unless otherwise specified by EC in writing, payroll processing times will be in accordance with the above timeframes. Considering that the volumes will fluctuate by the circumstances (i.e., Electoral Event or other periods), EC reserves the right to adjust the above service levels after consultations with the Contractor;
 - j) **Within four hours** of a completed payroll batch, for each of the payroll runs, the Contractor must provide standard payroll reports and registers not listed above, available electronically. At EC's request, these reports must also be provided in hard copy within 12 business hours of the request;
 - k) In preparation for closing of an active payroll year, for each of the payrolls, the Contractor must provide **by mid-November of the active payroll year**,

preliminary balancing and deficiency reports for EC review of remittances and earnings for taxation purposes prior to closing the active payroll year (January – December);

- l) **Within two business hours** of notification by EC, acknowledge receipt of the anomalies reported and **within four business hours** of notification by EC, provide an estimate of the time required to take the necessary corrective action for any anomalies noted on the balancing report with all corrections to be in place no later than 30 hours of notification by EC; and
- m) **On an ad-hoc basis, provide specific reports (e.g. year-end deficiency reports) to meet EC requirements.**

3. SERVICE DELIVERY ELEMENTS

3.01. The Contractor must produce, within the legally prescribed deadlines, the following statement of earnings in the preferred official language of the worker and submit to EC:

Type	Frequency	Deadline	Applies To	Method	Remarks
Pay Stub	Each pay period	Upon issuance of payment	All Field Workers except EAs	Paper sealed	This a document a worker receives when they have been paid. It provides details on the amount of deductions and payment issued.
Pay Stub	Each pay period	Upon issuance of payment	All EAs except Field Workers	Paper sealed	This a document a worker receives when they have been paid. It provides details on the amount of deductions and payment issued.
ROE	As requested by EC	Five days after the end of the pay period during which the first day of the employee's interruption of earnings fell, and, if there are 13 or fewer pay periods per year under the employer's pay cycle, 15 days after the first day of the interruption of earnings. These deadlines are subject to change as per	All workers that paid Employment Insurance and that their employment has ceased with EC without exception	Prepopulated as per EC directive and submitted on printed paper	This form entitled ROE provides information on employment history. It is the single most important document used by workers in establishing a claim for EI benefits. It shall be partially or fully populated.

Type	Frequency	Deadline	Applies To	Method	Remarks
		government regulations and must be adjusted accordingly upon the coming into force date of such regulations.			
T4	Yearly	Last day of February following previous calendar based payroll year	All Field Workers and EAs without exception ** EC reserves the right to produce only when income exceeds \$500	Paper sealed to be distributed to each worker. Electronic for each worker submitted to governing bodies on behalf of EC and an electronic CD/Report that EC will retain for its records	This form entitled T4 – Statement of Remuneration is a tax slip provided by the employer to indicate what has been paid before deductions, as well as CPP, QPP, EI contributions as well as other amounts deducted from a worker’s pay cheque during the tax year.
T4As	Yearly	Last day of February following previous calendar based payroll year	Restricted to eligible workers that received specific type of income	Paper sealed to be distributed to each worker. Electronic for each eligible workers submitted to governing bodies on behalf of EC and an electronic CD/Report that EC will retain for its records	This form entitled T4A - Summary of Pension, Retirement, Annuity, and Other Income provided by the employer to indicate specific type of income and taxes withheld on that income during the tax year.
Relevé1	Yearly	Last day of February following previous calendar based payroll year	All Field Workers and EAs who worked in ED’s in the Province of Quebec without	Paper sealed to be distributed to each worker	This form entitled Revenu d’emploi et revenu divers must be provided by any employer or payer that paid salaries,

Type	Frequency	Deadline	Applies To	Method	Remarks
			exception ** EC reserves the right to produce only when income exceeds \$500	Electronic for each eligible worker submitted to governing bodies on behalf of EC and an electronic CD/Report that EC will retain for its records	wages, gratuities, tips, fees, scholarships, commissions or other amounts to a worker or beneficiary. - http://www.revenuquebec.ca/en/entreprises/ras/produire/eleves/r1sommaire/default.aspx
T2200	Yearly - Only upon request from EC	Last day of February following previous calendar based payroll year as requested by EC or at different intervals upon request	EAs	Electronic	This form entitled Declaration of Conditions of Employment is completed by the employer to permit the individual to deduct employment related expenses from their income.

4. CHANGE MANAGEMENT

4.01. EC Requested Changes

- 4.01.01. The Contractor must make necessary updates to the payroll calculation business rules based on legislative and statutory changes, or changes necessitated by EC prior to effective date as to not result in retroactive payments or adjustments.
- 4.01.02. The Contractor will be required to make any necessary changes to the COTS application and set up applicable testing to validate the changes.

4.02. Contractor Requested Changes

- 4.02.01. Changes to EC in-house or other systems (e.g. ROPS) that may be requested by the Contractor to accommodate changes to the Contractor's software will only be made at the discretion of EC.
- 4.02.02. EC will accommodate requests for changes provided that they can be scheduled within the normal release strategy of EC which is approximately one release per year.
- 4.02.03. No changes shall be performed during an Electoral Event unless it is pre-approved by EC.

4.02.04. The Contractor shall not upgrade the Payroll Application software during these periods.

5. BILINGUAL CAPABILITY / LANGUAGE REQUIREMENTS

5.01. All pay output must be fully bilingual (English and French) as required by the Technical Authority. This includes, but is not limited to, payment information mentioned in section 3 SERVICE DELIVERY ELEMENTS, statement of earnings including address information such as return address and any communications intended to EC's Field Workers and EAs. All terminology must be in both English and French, and French characters must be used where appropriate.

5.02. All the services provided by the Contractor, the COTS application, service support, training and any documentation requested must be available in both official languages of Canada.

6. LEGISLATIVE, REGULATIONS AND POLICY REQUIREMENTS

6.01. EC must ensure compliance with all GC legislation, regulations, guidelines and policies, as detailed below. All legislation, regulations, guidelines and policies are subject to change and EC must enable the GC's continued compliance with all legislative, regulatory and policy requirements. EC is further governed by broader legislation, regulations and policies including technical standards and specifications. At all times, while performing any work pursuant to the contract, the Contractor must facilitate EC's continued compliance with all applicable legislative, regulatory, policy requirements, directives and guidelines.

6.02. Ensuring the security and protection of personal information remains a priority for the GC's organizations and all solutions and processes must adhere to all relevant legislation including but not limited to those related to privacy and the handling and storage of personal information. All other federal Acts, including those not listed in this SOW, can be found in their entirety on the Department of Justice website www.justice.gc.ca. Additional policies, standards, references, guidelines and directives can be found in their entirety on the TBS's website.

7. OPTIONAL SERVICES

7.01. In addition, the following services may be required by EC:

7.01.01. Mailing cheques and direct deposit information to workers.

7.01.02. Mailing statement of earnings (e.g. pay stub, T4/RL1, etc.) and statutory reporting: ROE to workers on behalf of EC.

8. SERVICE LEVEL AGREEMENTS

8.01. The Contractor's performance will be monitored using the following Key Performance Indicator methodologies specified below. The SLA process must go beyond mere measurement to include a methodology for the ongoing management of service levels, and for the continuous improvement of service activities, functions and processes.

Description	Formula	Measurement Method/Source Data	Component	Key Performance Indicator (KPI)	SLR Target	Measurement Interval	Reporting Interval
1.0 Delays in Payment Processing. SOW, Appendix – B, section 2- Service Level	Each pay run must be processed within 3 hours of receipt of the information	EC Measured The calculation of net pay to be issued to workers is timely, accurate and reflective of EC's business, legislative and statutory rules	Pay calculator	Total number of hours in excess of 3 hours to provide the payment processing file will be recorded	Zero hours late	Per pay interval	Monthly
2.0 Errors in Payment Processing. SOW, Appendix – B, section 2- Service Level	Pay Accuracy. Total number of calculation errors (net pay, allowances, statutory deductions, etc) during each pay run, divided by total number of pay transaction lines in that pay run multiplied by 100%	EC Measured	Pay Calculator	Pay accuracy	100%	Per pay period	Monthly
3.0 Delays in statutory filings to governing bodies (e.g. CRA, Revenu Quebec, Provincial Health, etc)	Detailed statutory filings to each governing body must be made by the	EC Measured	Pay Calculator	Total number of days exceeding prescribed deadlines will be recorded	Zero days late	Per governing body	The earliest of quarterly or as prescribed by governing body

Description	Formula	Measurement Method/Source Data	Component	Key Performance Indicator (KPI)	SLR Target	Measurement Interval	Reporting Interval
	prescribed deadline for each eligible worker for each applicable governing body						
4.0 Delays in producing statement of earnings	For each worker included in a pay run.	EC Measured	Pay Calculator	<ul style="list-style-type: none"> Total number of workers that did not have pay stub will be recorded 	100%	Per pay interval	Per pay interval
	For each worker included in a pay run.	EC Measured	Pay Calculator	<ul style="list-style-type: none"> Total number of eligible worker that had EI/QPIP statutory deductions to be included in ROE production 	100%	Per event	Per event
	For each worker included in a pay run.	EC Measured	Pay Calculator	<ul style="list-style-type: none"> Total number of worker that did not have T4 issued will be recorded 	100%	Per event in payroll year	Per payroll year

APPENDIX C – SECURITY

1. OVERVIEW

1.01. The GC is moving to align with industry in adopting standards and best practices for information risk management. To assist in this initiative, the Communications Security Establishment (CSE) has developed The IT Security Risk Management: A Lifecycle Approach (as detailed within the CSE ITSG-33), which provides the tools and guidance for GC organizations and contractors working on behalf of GC to ensure the risks to GC information systems are:

1.01.01. Identified and managed; and

1.01.02. Mitigated throughout a structured risk management framework

1.02. Throughout the Term of this Contract, the need to protect EC information is of utmost importance.

2. DATA OWNERSHIP AND RESIDENCY

2.01. The Contractor will store, transmit and process sensitive EC information (including Personal Information as defined in Annex E of the Contract – Supplemental Conditions – Personal Information) up to the security level of Protected B (the “data”) (for additional details, see [Government of Canada - Levels of Security](#)). The Contractor is under specific contractual obligations with regard to the privacy and security of this data, including without limitations obligations contained in Annex E of the Contract – Supplemental Conditions – Personal Information. In particular:

2.01.01. Data Ownership

The Contractor serves as a custodian of data supplied by EC, and not as an owner. The Contractor has no right to store or utilize the data in any way except to provide the services contracted for by EC. In case of any data breach, for example, any time an unauthorized individual accesses any Personal Information, the contractor must notify the Contracting Authority immediately.

2.01.02. Residency

The Contractor must ensure that all the data, including any data backups, and that any database and other data support containing any data related to the Contract, must reside in the geographic boundaries of Canada at all times. The Contractor must ensure that all data network traffic (meaning data traffic or transmissions initiated in one part of Canada to a destination located in another part of Canada) is routed exclusively through Canada, unless the Contracting Authority has first consented in writing to an alternate route. The Contracting Authority will only

consider requests to route data network traffic through another country if any data is encrypted with EC-approved cryptography and if the private key required to decrypt the data is kept in Canada in accordance with key management and storage processes approved by EC.

3. SECURITY ASSESSMENT AND AUTHORIZATION

3.01. All GC IT services and applications must undergo a security assessment and authorization (SA&A) process. This process is the responsibility of EC. However, part of the process requires EC to conduct a due diligence on IT products and services that are being acquired.

3.02. Therefore, the Contractor will be required to submit specific technical information to validate that their services and solution meets EC’s security requirements.

4. DATA ENTRY SOFTWARE – SECURITY CONTROLS

4.01. The Contractor’s data entry software that will be installed and operated on the EC infrastructure must meet the following security requirements:

Profile Identifier (ITSG Control Ref)	Details
SA-5	Include documentation that describes the effective use and maintenance of security features and functions of the proposed solution.
SA-5(1)	Include documentation that allows EC to analyze and test the security features of the solution.
SA-13	The Contractor must supply the following information to validate the trustworthiness of the proposed product: <ol style="list-style-type: none"> 1. No. of years in commercial service 2. No. of installations 3. No. of installations at client sites equivalent to, or larger than EC in number of users 4. Frequency of patch/update release 5. No. of major updates since the initial release of the product 6. Known major breaches reported for the product

5. PAYROLL CALCULATOR SERVICES – SECURITY CONTROLS

5.01. The Contractor must ensure the proposed payroll service meets the following requirements:

Profile Identifier (ITSG Control Ref)	Details
AC-1	Access control policy that limits data access to authorized users who have a need for access.
AC-2	Account management procedures that enforce the access control policy of AC-1
AC-2 (7)	Administrators with privileged access do not have data processing responsibilities or access to EC data.
AC-4 (2)	Access is restricted to limited IP range.
AC-5	Separation of duties is enforced to prevent malevolent activity without collusion.
AC-6	The principle of least privilege is enforced so that users only have access to the data and capabilities required to meet their business functions.
AC-17	Remote access is permitted only from Contractor managed endpoints and over a secure Contractor managed communication channel.
AC-18	All wireless communication links must be secured in accordance with a documented Contractor policy and standards. This includes wireless links with the data centre and wireless links at remote endpoints.
AC-19	Mobile devices shall not have access to EC data.
AC-20	External information systems shall not have access to EC data.
AT-2	All Contractor staff with access to EC data undergoes EC approved security awareness training prior to being granted access, and annually thereafter.
AU-2	All accesses and attempts to access EC data must be logged and record the following – user id, date and time, device id, and type of access.
AU-4	The audit log file must be capable of storing 15 consecutive months of audit records.
AU-5	Processing of EC data must be halted in the audit system fails.
AU-6	The Contractor must have a regular review process to identify and act upon anomalies in the logs. The review process must be executed at least once per pay cycle. Findings from audit reviews must be reported to EC. EC has the right to access the raw audit files at the Contractor site or obtain a copy of the raw audit files in an industry standard format.
AU-8	Audit records must be date/time stamped with a system clock that is synchronized with an authoritative time source.
AU-9	Audit records must be protected from unauthorized access, modification or deletion.
AU-9(2)	Audit records must be backed up to a different system and media from the primary data processing facility.
AU-9(4)	Access to audit records must be restricted to a limited group of users that does not include staff responsible for data processing, or system administrators with elevated privileges.
AU-11	The Contractor will maintain audit records for seven years or less as directed by EC as part of an authorized record disposition exercise.
CA-2	The Contractor data processing site must undergo a regular security assessment to a recognized industry standard, such as SOC or ISO-27001. A copy of the latest security

Profile Identifier (ITSG Control Ref)	Details
	assessment report must be made available to EC.
CM-2	The Contractor must maintain at all times a baseline configuration for the system used to process EC data.
CM-3	The Contractor will conduct a full physical and functional configuration audit of the IT system at least annually.
CM-2(6)	The production system shall not be used for any development or test activities.
CM-4	The Contractor conducts a security assessment of any proposed changes to the IT environment before changes are implemented. EC will be advised of any major proposed changes to the processing environment.
CP-2	The Contractor has in place a contingency plan to ensure service continuity to EC in accordance with the contracted service level agreement.
CP-6	The Contractor has an alternative storage site for EC data backups. The alternative storage site has physical and logical access controls and access record keeping equivalent to the primary site. Data must physically secure if transported on removable media, and encrypted if transmitted.
IA-2	All users of the processing system are uniquely identified and authenticated before being granted access.
IA-2(2)	The Contractor uses 2-factor authentication for granting access to EC data.
IA-2(3)	The Contractor uses 2-factor authentication for granting privileged access to the processing system, or any network equipment that supports the transport of EC data.
IA-3	The system uniquely identifies and authenticates devices before establishing a connection.
IA-4	The Contractor has a secure process for identifier management so that users and devices are positively identified before identifier credentials are issued.
IA-5	The Contractor has acceptable standards and guidelines for authenticators to the distribution, management and recovery of authenticators.
IA-5(1)	Password based authenticators must have sufficient complexity.
IA-5(7)	The Contractor does not maintain unencrypted authenticators in any IT system. Hard copy authenticators for recovery may be stored with suitable physical and procedural controls.
IR-1	The Contractor has an incident response policy and procedures to identify and respond to actual or potential incidents.
IR-4	The incident handling procedures include notification to EC of any actual or potential compromise of EC data. The contractor will not discuss any actual or potential compromise of EC data with anyone other than designated EC officials and law enforcement agencies (as appropriate).
MA-2	Any equipment that was used to process or store EC data must be sanitized before it is removed for maintenance or disposal.
MA-4	All non-local maintenance must be monitored and restricted from accessing any EC data.

Profile Identifier (ITSG Control Ref)	Details
MA-5	Maintenance personnel must be monitored to ensure that they do not access EC data unless such access is necessary for troubleshooting a specific problem.
MP-2	Access to media containing EC data is restricted to users who have a business need and appropriate security credentials for access.
MP-3	All removable media holding EC data must be clearly labeled as such.
MP-4	All removable media holding EC data must be stored in appropriate secure storage containers when not in use.
MP-4(1)	All EC data stored on removable electronic media must be encrypted.
MP-5	Removable media holding EC data must be appropriately secured in transit.
MP-6	Electronic media that held EC data must be sanitized prior to reuse by any other application. If sanitization is not practical, the media must be destroyed and not reused.
PE-2	All authorized personnel to the processing site must be identified and issued authorization credentials.
PE-3	Physical access to the facility is controlled and secured.
PE-3(1)	Access to the processing system is restricted to personnel who have a need for access.
PE-5	Access to output devices that produce EC data is restricted to staff with a need for access.
PE-6	Physical access to the facility is monitored at all times.
PE-7	There are policies and procedures for the oversight of visitors to the facility, including a record of all visitors.
PL-2	There is a system security plan for the system that describes the operational environment and boundaries, system operation and security controls in place.
PS-3	All personnel with access to EC data must be screened to the reliability level. All other staff on site must have undergone a financial and criminal background check.
PS-4	The Contractor must have a process to revoke all physical and logical access privileges when an individual's employment ends or is suspended for a period of time.
PS-5	When individuals with access to EC data are reassigned to duties not relevant to payroll calculations, their access privileges must be revoked as part of the reassignment.
PS-6	All individuals granted access to EC data must sign an access agreement approved by EC.
PS-7	Third party personnel must NOT be granted access to EC data unless specifically approved by EC.
RA-3	The Contractor will conduct an annual risk assessment of the facility, including the likelihood and magnitude of harm to EC data. The findings and corrective measures must be shared with EC.
SA-9	All security requirements applicable to the Contractor must be flowed down in their entirety in any provider of external information system services.
SA-12(2)	The Contractor must conduct a due diligence review of suppliers prior to introducing any new hardware or software into the system that processes or stores EC data.

Profile Identifier (ITSG Control Ref)	Details
SC-4	The Contractor must prevent unauthorized or unintended information transfer due to shared system resources.
SC-7	The Contractor must monitor and control all communications at the boundary of the information system and at key internal boundaries.
SC-8	All transmission of EC data beyond the EC processing enclave within the processing facility must be encrypted.
SC-12	The Contractor has a secure established process for the management of cryptographic keys used to support the processing of EC data.
SC-13	All cryptographic algorithms must be compliant with CSE guidelines for their intended use. All implementations must be FIPS 140-2 certified.
SC-24	The information system must fail in a known safe state to prevent unauthorized access to EC data.
SC-28	All EC data at rest must be encrypted.
SI-3	The Contractor must employ current technologies to protect against malicious code execution.
SI-4	The Contractor must continuously monitor the information system to detect and protect against malicious activity.

APPENDIX D – TARIFF OF FEES



Federal Elections Fees Tariff

**The rates set out in this document are those effective as of
January 31st, 2017.**

This consolidation is not official. It is provided for the convenience of the returning officer and other persons employed for the elections. If there is a discrepancy between this document and the official regulation, the official regulation will prevail.

CANADA ELECTIONS ACT
FEDERAL ELECTIONS FEES TARIFF ¹

Interpretation

1. The following definitions apply in this Tariff.

"Act" means the *Canada Elections Act*. (*Loi*)

"travel time" means time spent travelling to and returning from the place where a task is to be accomplished if that place is located more than 16 km from the traveller's home or workplace, whichever is closer, using the most direct route, but does not include stops during the journey. (*temps de déplacement*)

General

2. (1) Returning officers and other persons employed at or in relation to elections shall be paid the fees, costs, allowances and expenses as set out in the schedule.

(2) With respect to a monthly fee set out in the schedule, if a person only works for part of the month for which he or she is entitled to the fee, he or she is to be paid as follows:

(a) if he or she has worked less than half the number of working days during that month, an amount equal to half the monthly fee; and

(b) if he or she has worked at least half the number of working days during that month, the entire monthly fee.

(3) Allowances for travel expenses are to be paid only for travelling to and returning from the place where a task is to be accomplished if that place is located more than 16 km from the traveller's home or workplace, whichever is closer, using the most direct route.

3. The allowances for travel and living expenses referred to in paragraph 50(a) and subparagraph 50(c)(ii) of the schedule are based on the rates and allowances set out in the *Travel Directive* of the National Joint Council and the Treasury Board of Canada Secretariat, including Appendices B and C, that are in effect

(a) on the day on which the writ for the election is issued for an electoral district, in the case where the services to which the travel or living expenses relate are performed in respect of an election in an electoral district during the period that begins on that day and ends on the day

(i) on which the return of the writ is completed for that electoral district, or

(ii) the day, if any, on which the writ is withdrawn for that electoral district under subsection 59(1) of the Act or deemed to be withdrawn for that electoral district under section 551 of the Act; and

(b) on the day on which the services are performed, in all other cases.

4. [Repealed]

5. [Repealed]

¹ The tariff was approved by the Governor in Council. See P.C. 2015-842 (registered as SOR/2015-162 on June 17, 2015).

Annual Inflation Adjustment

6. (1) Subject to subsections (1.1), (3) and (4), the amounts set out in the schedule shall be adjusted, annually on January 31, by multiplying each of them by the annual inflation adjustment factor set out in subsection (2), and the resulting amounts, rounded to the nearest cent, apply during the calendar year beginning on that date and ending on January 30 of the following year.

(1.1) Subsection (1) does not apply to the amounts set out in paragraph 23(e), item 27, paragraph 29(e) and item 43 of the schedule.

(2) The annual inflation adjustment factor is a fraction with:

(a) a numerator that is the annual average Consumer Price Index, as published by Statistics Canada under the authority of the *Statistics Act*, for the calendar year preceding the January 31 adjustment date, calculated on the basis of 2002 being equal to 100; and

(b) a denominator that is 125.2, which is the annual average Consumer Price Index, as published by Statistics Canada under the authority of the *Statistics Act*, for 2014, calculated on the basis of 2002 being equal to 100.

(3) In any given calendar year, the maximum adjustment that may be effected by the application of the annual inflation adjustment factor is three percent.

(4) If, in any given calendar year, the annual inflation adjustment factor is below zero, no adjustment will be effected in that year.

7. (1) If the hourly rate provided for in this Tariff is lower than the highest minimum hourly rate that applies in a province, other than a territory, on the January 31 immediately before the work is performed, the highest provincial hourly rate applies.

(2) For the purposes of subsection (1), only provincial minimum hourly rates that are generally applicable regardless of occupation, status or work experience are to be considered.

8. The Chief Electoral Officer may make accountable advances to returning officers and to additional assistant returning officers to defray office and other incidental expenses in an amount that does not exceed \$2,000.00 per advance and per officer.

SCHEDULE
(Sections 2, 3 and 6)

FEEES, COSTS, ALLOWANCES AND EXPENSES PAYABLE

RETURNING OFFICERS AND STAFF

Before the Issue of a Writ for an Election

1. A returning officer shall be paid, for services performed and expenses incurred during the period beginning on the day that is three months after the end of an election period and ending on the day before the date of the issue of the writ, including keeping current with communications, conducting a reconciliation of all time and financial account statements, appointing and training an assistant returning officer and storing election materials at his or her residence, per month \$405.84

During an Election Period

2. (1) A returning officer shall be paid, for services performed during an election period,

(a) if a poll is held, a base fee of \$24,502.59

(b) when a poll is not held because of a return by acclamation or if the writ is withdrawn on or before the close of nominations, a fee of 33% of the amount payable under paragraph (a)

(c) when a poll is not held because of the withdrawal of the writ after the close of nominations, in addition to the amount under paragraph (b), for each day after the close of nominations, a fee of 3% per day of the amount payable under paragraph (a)

(2) A returning officer shall be paid, for attending a recount, for each hour worked as certified by the judge who conducts the recount \$50.73

(2.1) A returning officer shall be paid, for each hour of travel time to attend a recount \$50.73

(3) A returning officer shall be paid, for necessary travel expenses incurred in connection with the conduct of an election the allowances and expenses referred to in item 50

Support Staff

Office Coordinator

3. (1) A person who is appointed as an office coordinator shall be paid, for each hour worked \$15.39

Office Clerk

(2) A person who is appointed as an office clerk shall be paid, for each hour worked \$13.49

Receptionist

(3) A person who is appointed as a receptionist shall be paid, for each hour worked \$13.49

Electoral Material Coordinator

(4) A person who is appointed as an electoral material coordinator shall be paid, for each hour worked \$15.39

Community Relations Officer

(5) A person who is appointed as a community relations officer shall be paid,

(a) for each hour worked \$16.93

(b) for each hour of travel time \$16.93

(c) for travel expenses the allowances and expenses referred to in item 50

Recruitment Officer

(6) A person who is appointed as a recruitment officer shall be paid,

(a) for each hour worked \$24.75

(b) for each hour of travel time \$24.75

(c) for travel expenses the allowances and expenses referred to in item 50

Assistant Recruitment Officer

(7) A person who is appointed as an assistant recruitment officer shall be paid,

(a) for each hour worked \$17.44

(b) for each hour of travel time \$17.44

(c) for travel expenses the allowances and expenses referred to in item 50

Financial Officer

(8) A person who is appointed as a financial officer at the office of a returning officer shall be paid, for each hour worked \$23.86

Office Messenger

(9) A person who is appointed as an office messenger shall be paid,

- (a) for each hour worked \$13.49
- (b) for each hour of travel time \$13.49
- (c) for travel expenses the allowances and expenses referred to in item 50

Safety Officer

- (10) A person who is appointed as a safety officer to maintain order in the office of a returning officer shall be paid, for each hour worked \$15.39

After an Election Period

4. A returning officer shall be paid, for services performed at the Chief Electoral Officer's request, other than services performed under any other item of this schedule, during the three months after the end of an election period, including making the campaign election returns available for inspection \$2,029.20

Assignments

5. A returning officer who, at the Chief Electoral Officer's request, in addition to the duties set out in items 1, 2 and 4, carries out an assignment or participates in a working group studying a particular aspect of the federal electoral process, shall be paid,
- (a) for services performed in connection with that assignment or that participation, for each hour worked \$50.73
 - (b) for each hour of travel time \$50.73
 - (c) for travel and living expenses the allowances and expenses referred to in item 50

Sessions on Electoral and Related Matters

6. A returning officer who attends a session on electoral and related matters shall be paid,
- (a) for each hour of attendance at the session \$50.73
 - (b) for each hour of travel time \$50.73
 - (c) for travel and living expenses the allowances and expenses referred to in item 50

ASSISTANT RETURNING OFFICERS AND STAFF

During an Election Period

- 7.(1) An assistant returning officer shall be paid, for services performed by the officer during an election period,

- | | |
|---|--|
| (a) if a poll is held, a base fee of | \$18,035.22 |
| (b) if a poll is not held because of a return by acclamation or if the writ is withdrawn on or before the close of nominations, a fee of | 33% of the amount payable under paragraph (a) |
| (c) if a poll is not held because of the withdrawal of the writ after the close of nominations, in addition to the amount referred to in paragraph (b), for each day after the close of nominations, a fee of | 3% per day of the amount payable under paragraph (a) |
| (2) An assistant returning officer shall be paid, for necessary travel expenses incurred in connection with the conduct of an election | the allowances and expenses referred to in item 50 |

Assignments

8. An assistant returning officer who, at the Chief Electoral Officer's request, in addition to the duties set out in item 7, carries out an assignment or participates in a working group studying a particular aspect of the federal electoral process, shall be paid,

- | | |
|---|--|
| (a) for services performed in connection with that assignment or that participation, for each hour worked | \$37.34 |
| (b) for each hour of travel time | \$37.34 |
| (c) for travel and living expenses | the allowances and expenses referred to in item 50 |

Sessions on Electoral and Related Matters

9. An assistant returning officer who attends a session on electoral and related matters shall be paid,

- | | |
|--|--|
| (a) for each hour of attendance at the session | \$37.34 |
| (b) for each hour of travel time | \$37.34 |
| (c) for travel and living expenses | the allowances and expenses referred to in item 50 |

AUTOMATION OF LISTS OF ELECTORS

Automation Coordinators

10. (1) A person who is appointed as an automation coordinator to support computerized systems in the office of a returning officer shall be paid, for services performed during an election period,

- | | |
|-----------------------|------------|
| (a) if a poll is held | \$8,433.04 |
|-----------------------|------------|

(b) if a poll is not held because of a return by acclamation or if the writ is withdrawn on or before the close of nominations	33% of the amount payable under paragraph (a)
(c) if a poll is not held because of the withdrawal of the writ after the close of nominations, in addition to the amount referred to in paragraph (b), for each day after the close of nominations	3% per day of the amount payable under paragraph (a)
(2) A person who is appointed as an automation coordinator to support computerized systems in the office of a returning officer shall be paid, for necessary travel expenses, incurred in connection with the conduct of an election	the allowances and expenses referred to in item 50
(3) A person who is appointed as an automation coordinator to support computerized systems in the office of a returning officer and who attends a session on electoral and related matters, shall be paid,	
(a) for each hour of attendance at the session	\$27.38
(b) for each hour of travel time	\$27.38
(c) for travel and living expenses	the allowances and expenses referred to in item 50

Assistant Automation Coordinators

11. (1) A person who is appointed as an assistant automation coordinator to support computerized systems in the office of a returning officer shall be paid, for services performed during an election period,	
(a) if a poll is held	\$2,454.00
(b) if a poll is not held because of a return by acclamation or if the writ is withdrawn on or before the close of nominations	33% of the amount payable under paragraph (a)
(c) if a poll is not held because of the withdrawal of the writ after the close of nominations, in addition to the amount referred to in paragraph (b), for each day after the close of nominations	3% per day of the amount payable under paragraph (a)
(2) A person who is appointed as an assistant automation coordinator to support computerized systems in the office of a returning officer and who attends a session on electoral and related matters shall be paid,	
(a) for each hour of attendance at the session	\$20.45
(b) for each hour of travel time	

(c) for travel and living expenses	\$20.45
	the allowances and expenses referred to in item 50

REVISION OF LISTS OF ELECTORS

Revision Centre Clerks

12. A person who is appointed as a revision centre clerk with respect to entries made or to be made into a computerized list of electors shall be paid, for each hour worked	\$13.49
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Registration Officers

13. A person who is appointed as a registration officer shall be paid, for services performed to register electors at a central polling place, for each hour worked	\$15.39
---	---------

14. A person who is appointed as a standby registration officer shall be paid, for being on standby on polling day	\$46.17
--	---------

Revision Supervisors

15. A person who is appointed as a revision supervisor shall be paid, for services performed, for each hour worked	\$27.38
--	---------

Revising Agents

16. A person who is appointed as a revising agent shall be paid, (a) for services performed during the revision period, for each hour worked	\$15.39
---	---------

(b) for each hour of travel time	\$15.39
----------------------------------	---------

(c) for travel expenses	the allowances and expenses referred to in item 50
-------------------------	--

- 17. [Repealed]
- 18. [Repealed]
- 19. [Repealed]
- 20. [Repealed]
- 21. [Repealed]
- 22. [Repealed]

POLLING

Special Ballot Coordinators

23. A person appointed as a special ballot coordinator shall be paid (a) for each hour worked	\$18.64
--	---------

- | | |
|--|---|
| (b) for any sundry expenses in relation to their duties | the actual and reasonable amount paid, as supported by vouchers |
| (c) for each hour of travel time | \$18.64 |
| (d) for travel expenses | the allowances and expenses referred to in item 50 |
| (e) if authorized in writing by the returning officer to use his or her personal telephone for electoral purposes, per day | \$10.00 |

23.1 [Repealed]

Hospital Liaison Officer

- | | |
|---|--|
| 24. A person who is appointed as a hospital liaison officer shall be paid, | |
| (a) for each hour worked | \$13.98 |
| (b) for each hour of travel time | \$13.98 |
| (c) for travel expenses | the allowances and expenses referred to in item 50 |

ADVANCE AND ORDINARY POLLS

Deputy Returning Officers

- | | |
|---|----------|
| 25. A person who is appointed as a deputy returning officer for an advance poll shall be paid, for services performed, including the counting of the votes polling day | \$697.60 |
| 26. A person who is appointed as a deputy returning officer at a polling station on polling day shall be paid, for services performed | \$244.16 |
| 27. A person who is appointed as deputy returning officer who is authorized in writing by the returning officer to use his or her personal telephone for electoral purposes shall be paid, per day | \$10.00 |
| 28. A person who is appointed as a deputy returning officer and who is tasked with verifying and counting the special ballots received in the returning officer's office shall be paid, for services performed, for each hour worked | \$17.44 |

Central Poll Supervisors

- | | |
|--|--|
| 29. A person who is appointed as a central poll supervisor shall be paid, | |
|--|--|

(a) for services performed, including the return of ballot boxes to the returning officer when instructed to do so, for each hour worked	\$21.55
(b) for the return to the returning officer's office of all large envelopes referred to in subsection 288(3) of the Act, accompanied by a signed statement indicating they contain the ballots, the poll book and the list of electors, of the envelopes containing the registration certificates and of the envelopes containing all completed oath forms referred to in section 288.01 of the Act	\$51.30
(c) for each hour of travel time	\$21.55
(d) for travel expenses	the allowances and expenses referred to in item 50
(e) if authorized in writing by the returning officer to use his or her personal telephone for electoral purposes, per day	\$10.00
30. A person who is appointed as a standby central poll supervisor shall be paid, for each hour of being on standby	\$21.55

Deputy Returning Officers – Return of Ballot Boxes and Standby

31. A person who is appointed as a deputy returning officer and who is tasked with returning ballot boxes to the returning officer shall be paid, for returning the ballot boxes, in addition to their fee under items 25 or 26,	
(a) for each hour worked	\$17.44
(b) for each hour of travel time	\$17.44
(c) for travel expenses	the allowances and expenses referred to in item 50
32. A person who is appointed as a standby deputy returning officer shall be paid, for being on standby on polling day	\$52.32

Poll Clerks

33. A person who is appointed as a poll clerk for an advance poll shall be paid, for services performed, including the counting of the votes on polling day	\$615.60
34. A person who is appointed as a poll clerk at a polling station on polling day shall be paid, for services performed	\$215.46
35. A person who is appointed as a poll clerk and who is tasked with verifying and counting the special ballots received in the returning officer's office shall be paid, for services performed, for each hour worked	\$15.39
36. A person who is appointed as a poll clerk and who is tasked to return ballot boxes to the returning officer shall be paid, for returning the ballot boxes, in addition to their fee under item 33 or 34,	

- | | |
|----------------------------------|--|
| (a) for each hour worked | \$15.39 |
| (b) for each hour of travel time | \$15.39 |
| (c) for travel expenses | the allowances and expenses referred to in item 50 |

37. [Repealed]

38. [Repealed]

Special Messengers

39. A person appointed as a special messenger for the delivery or pick-up of ballot boxes shall be paid

- | | |
|---|--|
| (a) for each hour worked | \$13.49 |
| (b) for travel and living expenses at a place other than their place of residence | the allowances and expenses referred to in item 50 |

Interpreters

40. A person who is appointed as a language interpreter shall be paid,

- | | |
|------------------------------------|--|
| (a) for each hour worked | \$13.62 |
| (b) for each hour of travel time | \$13.62 |
| (c) for travel and living expenses | the allowances and expenses referred to in item 50 |

Information Officers

41. A person who is appointed as an information officer and who is employed at a central polling place shall be paid, for each hour worked

\$13.49

Witnesses

42. An elector called on by a returning officer to be a witness at the validation of the results where no candidate is present or represented shall be paid, for each hour worked

\$12.20

ADDITIONAL ASSISTANT RETURNING OFFICERS AND STAFF

Before the Issuance of a Writ for an Election

43. A person who is appointed as an additional assistant returning officer shall be paid, for the storing of election materials at the officer's own residence before the issue of a writ for an election and for expenses in connection with that storage, per month

\$40.00

During an Election Period

44. (1) A person who is appointed as an additional assistant returning officer on a full-time basis shall be paid, for services performed during the

election period,

- | | |
|--|--|
| (a) if a poll is held | \$18,035.22 |
| (b) if a poll is not held because of a return by acclamation or if the writ is withdrawn on or before the close of nominations | 33% of the amount payable under paragraph (a) |
| (c) if a poll is not held because of the withdrawal of the writ after the close of nominations, in addition to the amount referred to in paragraph (b), for each day after the close of nominations | 3% per day of the amount payable under paragraph (a) |
| (2) A person who is appointed as an additional assistant returning officer on a part-time basis shall be paid, for services performed during the election period, for each hour worked, as authorized by the Chief Electoral Officer | \$37.34 |
| (3) A person who is appointed as an additional assistant returning officer shall be paid, for necessary travel expenses incurred in connection with the conduct of an election | the allowances and expenses referred to in item 50 |

Sessions on Electoral and Related Matters

- 45.** A person who is appointed as an additional assistant returning officer and who attends a session on electoral and related matters shall be paid,
- | | |
|--|--|
| (a) for each hour of attendance at the session | |
| (b) for each hour of travel time | \$37.34 |
| (c) for travel and living expenses | \$37.34 |
| | the allowances and expenses referred to in item 50 |

Support Staff

- 46.** A person who is appointed as support staff at the office of an additional assistant returning officer shall be paid, for each hour worked \$13.49

FIELD LIAISON OFFICERS

Before an Election Period

- 47.** A person who is appointed as a field liaison officer shall be paid, for services performed during the period beginning on the day that is three months after the end of an election period and ending on the day before the

date of the issue of the writ, per month

\$583.40

During the Election Period of a General Election

48. (1) A person who is appointed as a field liaison officer shall be paid, for services performed during the election period of a general election, if a poll is held

\$28,178.22

(2) A person who is appointed as a field liaison officer shall be paid, for attending a recount, for each hour worked as certified by the judge who conducts the recount

\$58.34

(3) A person who is appointed as a field liaison officer shall be paid, for necessary travel expenses incurred in connection with the conduct of an election

the allowances and expenses referred to in item 50

During the Election Period of a By-election

49. A person who is appointed as a field liaison officer shall be paid, for each hour worked during an election period of a by-election

\$58.34

After an Election Period

49.1 A person who is appointed as a field liaison officer shall be paid, for services performed at the Chief Electoral Officer's request, other than services performed under any other item of this schedule, during the three months after the end of an election period, including making the campaign election returns available for inspection

\$2,333.60

Assignments

49.2 A field liaison officer who, at the Chief Electoral Officer's request, in addition to the duties set out in items 47 to 49.1, carries out an assignment or participates in a working group studying a particular aspect of the federal electoral process, shall be paid,

(a) for services performed in connection with that assignment or that participation, for each hour worked

\$58.34

(b) for each hour of travel time

\$58.34

(c) for travel and living expenses

the allowances and expenses referred to in item 50

Sessions on Electoral and Related Matters

49.3 A person who is appointed as a field liaison officer who attends a session on electoral and related matters shall be paid,

(a) for each hour of attendance at the session

\$58.34

(b) for each hour of travel time

\$58.34

(c) for travel and living expenses

the allowances and
expenses referred to in
item 50

TRAINING

Training Officers

49.4 A person who is appointed as a training officer shall be paid,

(a) for services related to providing training sessions, for each hour worked as certified by the returning officer \$24.75

(b) for each hour of attendance at a session on electoral and related matters \$24.75

(c) for each hour of travel time \$24.75

(d) for travel and living expenses the allowances and expenses referred to in item 50

Training Sessions

49.5 Any person appointed by the returning officer shall be paid, for attending a training session on electoral and related matters arranged by the returning officer

\$51.30

TRAVEL AND LIVING EXPENSES

50. Each person who, pursuant to this schedule, is authorized to be paid for expenses incurred in connection with the services that the person is required to perform shall be paid for travel and living expenses as follows:

(a) for travel by means of a private motor vehicle the allowances established by the *Travel Directive*

(b) for travel by means other than a private motor vehicle the actual and reasonable amount paid, as supported by vouchers

(c) for living expenses

i. lodging the actual and reasonable expenses paid, as supported by vouchers

ii. meals and incidental expenses the allowances established by the *Travel Directive*

SUPPORT STAFF AT A RECOUNT

51. A person whose services are retained under subsection 304(6) of the Act to assist with a recount shall be paid for their attendance and services, as certified by the judge who conducts the recount, for each hour worked

\$13.62

JUDICIAL RECOUNT TEAM

52. A handler appointed in accordance with section 3 of schedule 4 to the Act shall be paid for their attendance and services during a recount, for each hour worked \$21.34

52.1 A recorder appointed in accordance with section 3 of schedule 4 to the Act shall be paid for their attendance and services during a recount, for each hour worked \$21.34

PERSONS APPOINTED UNDER PART 11 OF THE ACT

53. (1) A person appointed by the Chief Electoral Officer to be a special ballot officer under Part 11 of the Act shall be paid

- (a) for services performed, for each hour worked \$15.39
- (b) for travel and living expenses that are incurred in the performance of their duties with the authorization of the Chief Electoral Officer the allowance and expenses referred to in item 50
- (c) for other sundry expenses incurred in the performance of their duties, as approved by the Chief Electoral Officer the actual and reasonable amount paid, as supported by vouchers

(2) A person who is appointed as a deputy returning officer for the taking of the vote within a correctional institution shall be paid,

- (a) for the first four hours or less during which services are performed \$69.76
- (b) for each additional hour during which services are performed \$17.44

(3) A person who is appointed as a poll clerk for the taking of the vote within a correctional institution shall be paid,

- (a) for the first four hours or less during which services are performed \$61.56
- (b) for each additional hour during which services are performed \$15.39

(4) For the services of liaison officers and necessary support staff who perform duties required under the *Special Voting Rules*, there shall be paid, to the correctional institution by which those persons are employed, the value of any overtime paid to those persons for the performance of those services and any related sundry expenses incurred the actual and reasonable amount paid, as supported by vouchers

OTHER TRAVEL AND LIVING EXPENSES

54. Each person, other than a person referred to in any of items 1 to 53, who is employed in connection with the conduct of an election before or after the date of the issue of the writ shall, when requested by the Chief Electoral Officer to travel, be paid for travel and living expenses the allowances and expenses referred to in item 50

55. [Repealed]



Pay and Related Payroll Services for Workforce Management of Field Personnel

Annex B

Pricing Tables

1. INTRODUCTION

- 1.01. This Annex B describes the framework and fee structure that Elections Canada will use to establish payments to the Contractor for meeting the requirements of the contract. The framework and fee structure will be in place throughout the Term of the Contract.

[Note to Bidders]

The Pricing Tables herein will be completed by the Contracting Authority at the tie of Contract Award. Bidders are not to complete this Annex. The Contracting Authority will remove this note at the time of Contract Award.

2. APPROACH TO COMPENSATION STRUCTURE

- 2.01. The Contractor shall provide the services specified in the Contract and will be paid as specified herein. The identification, implementation and cost of all necessary equipment, software, peripherals, cabling, storage accessories, components, labour, materials, maintenance, overhead, profit, shipping, support, training, travel time, relocation expenses, and taxes and Canadian custom duties and excise taxes, where applicable, are the sole responsibility of the Contractor, and are reflected in the prices identified herein.
- 2.02. The acquisition of additional goods and services as requested by the Technical Authority in accordance with Annex A – Statement of Work, Appendix B, section 4.0, Change Management and section 6.0, Optional Services will be authorized in accordance with the Task Authorization (TA) process defined in the Contract. The Contractor must use the established pricing specified herein to calculate its proposed pricing for the work and services to be performed under a TA issued by the Contracting Authority.

3. PRICING TABLES

TABLE 1A LICENSED SOFTWARE ALL INCLUSIVE FIRM PRICE PER USER (CAD)			
<i>Payment Processing Support Users</i>	Contract Period	Option Period 1	Option Period 2
Volumes 1 to 50			
<i>Self-Service Users</i>			
Volumes 1 to 1,000			
Volumes 1,001 to 25,000			
Volumes 25,001 to 150,000			
Volumes 150,001 to 350,000			

Note 1: Firm prices for each specified volume range for User licenses for the Term of the Contract and Option periods for the proposed COTS Software to meet the requirements in Annex A - Statement of Work.

Note 2: The User volumes will be tracked on a monthly basis by the Contractor to calculate the monthly amount for payment to the Contractor in accordance with Article 6, Contract Price.

TABLE 1B LICENSED SOFTWARE MAINTENANCE SUPPORT ALL INCLUSIVE FIRM PRICE PER USER (CAD)			
<i>Per User Maintenance Support Services in accordance with Annex A - Statement of Work.</i>			
<i>Payment Processing Support Users</i>	<i>Contract Period</i>	<i>Option Period 1</i>	<i>Option Period 2</i>
Volumes 1 to 50			
<i>Self-Service Users</i>			
Volumes 1 to 1,000			
Volumes 1,001 to 25,000			
Volumes 25,001 to 150,000			
Volumes 150,001 to 350,000			
<p>Note 3: Firm prices for each specified volume range for User licenses for the Term of the Contract and Option periods for the proposed COTS Software to meet the requirements in Annex A - Statement of Work.</p> <p>Note 4: The User volumes will be tracked on a monthly basis by the Contractor to calculate the monthly amount for payment to the Contractor in accordance with Article 6, Contract Price.</p> <p>Note 5: In order to provide for a common termination date with the Maintenance and Support Services of the Licensed Software to Users requested part way through a Software Support Period, Elections Canada will pay an amount based on the applicable Maintenance and Support Annual Price divided by 365 and multiplied by the number of days remaining to the common Software Support Period termination date. For the Maintenance and Support for subsequent years, Elections Canada will apply the full Maintenance and Support Price stated in the next line item.</p>			

TABLE 2 EXTENDED HOURS TO ACCESS MAINTENANCE AND SUPPORT SERVICES ANNUAL ALL INCLUSIVE FIRM PRICE (CAD)			
	Column 1 Option 1	Column 2 Option 2	Column 3 Option 3
Per Payment Processing Support User for the reporting year (Year with GE or Referendum and By-Elections) for <u>Initial Contract Period</u> in accordance with Annex A - Statement of Work and Appendix B, section 1			
Per Self-Service User for the reporting year (Year with GE or Referendum and By-Elections) for <u>Initial Contract Period</u> in accordance with Annex A - Statement of Work and Appendix B, section 1			
Per Payment Processing Support User for the reporting year (Year without GE or Referendum but with By-Elections) for <u>Initial Contract Period</u> in accordance with Annex A - Statement of Work and Appendix B, section 1			
Per Self-Service User for the reporting year (Year without GE or Referendum but with By-Elections) for <u>Initial Contract Period</u> in accordance with Annex A - Statement of Work and Appendix B,			

TABLE 2			
EXTENDED HOURS TO ACCESS MAINTENANCE AND SUPPORT SERVICES ANNUAL			
ALL INCLUSIVE FIRM PRICE (CAD)			
	Column 1 Option 1	Column 2 Option 2	Column 3 Option 3
section 1			
Per Payment Processing Support User for the reporting year (Year with GE or Referendum and By-Elections) for <u>First Option Period</u> in accordance with Annex A - Statement of Work and Appendix B, section 1			
Per Self-Serve User for the reporting year (Year with GE or Referendum and By-Elections) for <u>First Option Period</u> in accordance with Annex A - Statement of Work and Appendix B, section 1			
Per Payment Processing Support User for the reporting year (Year without GE or Referendum but with By-Elections) for <u>First Option Period</u> in accordance with Annex A - Statement of Work and Appendix B, section 1			
Per Self-Serve User for the reporting year (Year without GE or Referendum but with By-Elections) for <u>First Option Period</u> in accordance with Annex A - Statement of Work and Appendix B, section 1			
Per Payment Processing Support User for the reporting year (Year with GE or Referendum and By-Elections) for <u>Second Option Period</u> in accordance with Annex A - Statement of Work and Appendix B, section 1			
Per Self-Serve User for the reporting year (Year with GE or Referendum and By-Elections) for <u>Second Option Period</u> in accordance with Annex A - Statement of Work and Appendix B, section 1			
Per Payment Processing Support User for the reporting year (Year without GE or Referendum but with By-Elections) for <u>Second Option Period</u> in accordance with Annex A - Statement of Work and Appendix B, section 1			
Per Self-Serve User for the reporting year (Year without GE or Referendum but with By-Elections) for <u>Second Option Period</u> in accordance with Annex A - Statement of Work and Appendix B, section 1			
<p>Note 6: The prices do not include the mandatory core hours outlined in Annex A – Statement of Work, Appendix B, section 1, <i>Standard Operating Hours</i>, excluding Canadian Statutory holidays. It is agreed and understood by the Contractor that the price for these mandatory core hours are included in the prices of the Maintenance and Support Services within Tables 1B.</p> <p>Note 7: The increase in price for each extension is mutually exclusive.</p>			

TABLE 3			
DELIVERY AND SUPPORT SERVICES			
ALL INCLUSIVE FIRM PRICES (CAD)			
Description	Contract Period	Option Period 1	Option Period 2

TABLE 3 DELIVERY AND SUPPORT SERVICES ALL INCLUSIVE FIRM PRICES (CAD)			
Description	Contract Period	Option Period 1	Option Period 2
Delivery of Final Implementation Plan and Training Plan in accordance with Annex A – Statement of Work and Appendix A	Firm Lot Price	N/A	N/A
Set-up, Transition and Testing in accordance with Annex A - Statement of Work and Appendix A	Firm Lot Price	N/A	N/A
Service Desk Support during a year with General Election or Referendum and By-Elections in accordance with Annex A – Statement of Work and Appendix B	Firm Price per Event	Firm Price per Event	Firm Price per Event
Service Desk Support during a year without General Election or Referendum but with By-Elections in accordance with Annex A – Statement of Work and Appendix B	Firm Price per Event	Firm Price per Event	Firm Price per Event
Training Courses in accordance with Annex A – Statement of Work and Appendix A	Firm Price per Course	Firm Price per Course	Firm Price per Course

TABLE 4 PAY SERVICES DELIVERABLES ALL INCLUSIVE FIRM UNIT PRICES (CAD)			
Description	Initial Contract Period	Option Period 1	Option Period 2
Pay Services for Permanently Active Electoral Workers (ELECTION ADMINISTRATORS) in accordance with Annex A – Statement of Work, sections 4 and 5, Appendix B and Appendix C			
Per Pay Stub			
Per Record of Employment (ROE)			
Per T4/T4A			
Per Relevé1			
Per T2200			
Pay Services for Temporary Electoral Workers (FIELD WORKERS) in accordance with Annex A – Statement of Work, sections 4 and 5, Appendix B and Appendix C			
Per Pay Stub			
Per Record of Employment (ROE)			
Per T4/T4A			
Per Relevé1			

TABLE 4 PAY SERVICES DELIVERABLES ALL INCLUSIVE FIRM UNIT PRICES (CAD)			
Description	Initial Contract Period	Option Period 1	Option Period 2
Pay Services Management in accordance with Annex A – Statement of Work, sections 4 and 5, Appendix B and Appendix C			
Per Pay Run Processing			
Per Setting Up of Pay List (Initial and Yearly Roll-Over)			
Per Filing for T4/T4A/RL1 and breakdown of statutory deductions by worker			
Per Report (<i>Reports will be listed individually</i>)			
Per Diem Rate for professional services to develop custom report			
Per Diem Rate for professional services to develop corrective scripts			
Optional Services in accordance with Annex A – Statement of Work and Appendix B			
Mailing cheques, statement of earnings (e.g. pay stub, T4/T4A/RL1, etc.) and statutory reporting: Record of Employment to election administrators and field workers on behalf of EC			

TABLE 5 CHANGE MANAGEMENT ALL-INCLUSIVE FIRM PER DIEM RATES (CAD)			
Work Stage in Life Cycle Development	Initial Contract Period	Option Period 1	Option Period 2
Project Management			
Definition			
Design			
Development			
Testing			
Implementation			
<p>Note 8: For Task Authorizations, the firm per diem rates shall be used to calculate pricing for delivery and implementation Work relating to change management initiatives in accordance with Annex A – Statement of Work, Appendix B, section 4.0.</p> <p>Note 9: The per diem rates are “all inclusive” except for applicable taxes and any travel expenses on project business outside the National Capital Region (NCR) (that is pre-approved by the Technical Authority). Charges for expenses which are normally incurred in the provision of services, such as, labour for conducting negotiations and providing estimates, resolving contract disputes, tracking time sheets, monthly invoicing, facsimile, copying/printing charges, office supplies, courier, long distance telephone charges, travel from a personal residence to EC’s site in the NCR, local travel and other related expenses, are included in the rates and will not be permitted as additional charges to the contract.</p> <p>Note 10: Per Diem Rate – The daily rate is based on 7.5 hours exclusive of meal and breaks.</p> <p>Note 11: System Development Life Cycle (SDLC) Definitions</p> <ul style="list-style-type: none"> • Project Management: Planning executing the delivery of the overall solution by developing project implementation plan, project schedule, associated level of effort and tasks including the management of risks and issues. • Definition: Conduct a preliminary analysis, propose detailed solutions, describe costs and benefits, objectives, nature, scope including functions and operation of the intended change and submit a preliminary plan. • Design: Develops and describes how the solution will operate, desired hardware, software, databases, infrastructure, features and operations in detail, including interfaces, forms, reports, file layouts, screen layouts, business rules, 			

TABLE 5 CHANGE MANAGEMENT ALL-INCLUSIVE FIRM PER DIEM RATES (CAD)			
Work Stage in Life Cycle Development	Initial Contract Period	Option Period 1	Option Period 2
process diagrams, pseudocode and other documentation. <ul style="list-style-type: none"> • Development: Configuration work and/or Customization. • Integration and testing: Testing activities including bringing all the pieces together into a special testing environment to check for errors, bugs and interoperability. This includes UAT, ESI and Simulation testing. • Implementation (acceptance, installation, deployment): The final stage of initial development, where the proposed system design is put into production (including pilots) and runs actual business. 			

Annex
Supplemental Conditions
Licensed Software

Article 1 Interpretation

Section 1.01 - Definition

1.01.01 In the Contract, unless the context otherwise requires,

"Device" means equipment having a physical central processor unit (CPU), mass storage and input output devices such as keyboard and monitor and includes servers, desktops, workstations, notebooks, laptops, personal digital assistants and mobile computing equipment.

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

"Licensed Programs" means all of the computer programs, in object-code form, which must be provided by the Contractor to Elections Canada under the Contract, and include all patches, fixes and other code that may be delivered to Elections Canada under the Contract, including any code provided as part of the warranty, maintenance, or support, but exclude any computer programs, patches, fixes and other code that constitute Custom Software as such term is defined in the Supplemental Conditions – Software Development of Modification Services;

"Licensed Software" means the Licensed Programs and the Software Documentation collectively;

"Media" means the material or medium on which the Licensed Programs are stored for delivery to Elections Canada, including electronic media such as magnetic disks or electronic downloads. Media does not include the Licensed Software stored on the Media;

"Software Documentation" means all of the manuals, handbooks, user guides and other human-readable material to be provided by the Contractor to Elections Canada under the Contract for use with the Licensed Programs, whether that material is to be provided in printed form or on Media;

"User" means an individual authorized by Elections Canada to use the Licensed Software under the Contract and for the purposes of these supplemental conditions, includes any employee, agent or Contractor authorized to use the Licensed Software.

- 1.01.02 Words and expressions defined in the General Conditions and used in these supplemental conditions have the meanings given to them in the General Conditions unless provided otherwise. If the General Conditions contain sections entitled "Ownership" and "Warranty", those sections do not apply to the Licensed Software and the Media. Instead, the ownership and warranty provisions in these supplemental conditions apply to the Licensed Software and the Media.
- 1.01.03 If there is any inconsistency between the General Conditions and these supplemental conditions, the applicable provisions of these supplemental conditions will prevail.

Article 2 License Grant

- 2.01.01 The Contractor grants to Elections Canada a non-exclusive license to use and reproduce the Licensed Software in accordance with the conditions of the Contract.
- 2.01.02 Elections Canada is the only entity authorized to use and reproduce the Licensed Software.
- 2.01.03 Unless provided otherwise in the Contract, the license granted under the Contract is unaffected by changes in Elections Canada environment, such as changes to the operating system, types of Devices, or other software products used by Elections Canada from time to time in addition to the Licensed Software.
- 2.01.04 Unless provided otherwise in the Contract, the license granted under the Contract is a User License as described in Article 4 below.
- 2.01.05 The Contractor must provide the English language version of the Licensed Software and, if available, the French version of the Licensed Software.

Article 3 Ownership

- 3.01.01 Elections Canada acknowledges that ownership of the Licensed Software belongs to the Contractor or its licensor and is not transferred to Elections Canada. As a result, any reference in the Contract to any part of Licensed Software as a deliverable must be interpreted as a reference to the license to use that Licensed Software, not to own the Licensed Software.
- 3.01.02 Elections Canada acknowledges that, in performing any warranty, maintenance, support and professional services related to the Licensed Software (if required under the Contract), the Contractor and its employees, agents, and subcontractors may develop and share with Elections Canada ideas, know-how, teaching techniques and other intellectual property. Unless otherwise provided in the Contract, ownership to that intellectual property will remain with the Contractor. As long as the Contractor at all times observes the confidentiality provisions of the Contract, the Contractor will be entitled to use that intellectual property for whatever purposes it sees fit, including in the services it provides

to its other customers, on the condition that Elections Canada also has the right to use that intellectual property for its own business purposes at no additional cost. The Contractor agrees that all data, know-how or other intellectual property created or owned by Elections Canada will remain the property of Elections Canada, regardless of whether that data is created, processed, or stored using the Licensed Software.

Article 4 User License

4.01.01 Unless provided otherwise in the Contract, a "User License" entitles the designated number of Users specified in the Contract to access, install, copy, deploy, test and use the Licensed Software for government purposes unrestricted by the number or type of installations, locations, servers, processors, data, documents, transactions, platforms, devices, networks, operating systems, application program interfaces or operating environments that a User may be using or processing at any time including any equipment required to allow Users to work remotely; all without requiring the purchase of any further licenses or rights.

Article 5 Device License

5.01.01 Unless provided otherwise in the Contract, a "Device License" entitles Users to access, install, copy, deploy, test and use the Licensed Software for government purposes on the designated number of Devices specified in the Contract without requiring Elections Canada to purchase any additional licenses to software or components; all without any restriction on the use of associated peripheral equipment. The Device License allows Elections Canada to use the Licensed Software unrestricted by the number or type of Users, data, documents and/or transactions Elections Canada or a User may be using or processing at any time, or the location of a Device.

Article 6 Entity License

6.01.01 Unless provided otherwise in the Contract, an "Entity License" entitles Elections Canada to use the Licensed Software for government purposes throughout the entity in association with any number of Devices or by any number of Users. The Entity License allows Elections Canada to use the Licensed Software in whole or in part, unrestricted by the number or type of Users, data, documents and/or transactions Elections Canada or a User may be using or processing at any time, or the location of the Device.

Article 7 Disabling Codes

7.01.01 If the Licensed Software contains any features, functions or characteristics ("Disabling Codes") that might cause the Licensed Software to be unusable by Elections Canada

without passwords, authorization codes or similar information, the Contractor must provide to Elections Canada, in advance and on an ongoing basis, provided Elections Canada is not in default of its obligations regarding the use of the Licensed Software, all the information required by Elections Canada to continue to use the Licensed Software.

- 7.01.02 If the license is perpetual, the Contractor must deliver this information regardless of whether the Contract has otherwise expired and regardless of whether Elections Canada is currently receiving maintenance or support for the Licensed Software.
- 7.01.03 If the existence or characteristics of any Disabling Code are not known to the Contractor, but the Contractor later becomes aware of them, the Contractor must correct or remove the Disabling Code from the Licensed Software or take whatever other steps are necessary to ensure that Elections Canada is able to continue using the Licensed Software.

Article 8 Software Documentation

- 8.01.01 Copyright in the Software Documentation will not be owned by or transferred to Elections Canada. However, Elections Canada has the right to use the Software Documentation and may, for its own internal purposes, copy it for use by individuals using or supporting the Licensed Software, as long as Elections Canada includes any copyright and/or proprietary right notice that was part of the original document in any copy. Unless provided otherwise in the Contract, Elections Canada must not otherwise reproduce the Software Documentation without first obtaining the written consent of the Contractor.
- 8.01.02 The Contractor guarantees that the Software Documentation contains enough detail to permit a User to access, install, copy, deploy, test and use all features of the Licensed Programs. If the source code for the Licensed Programs must be provided to Elections Canada under the Contract, the Contractor guarantees that the code provided will contain enough detail to permit a programmer, experienced in the use of the programming language or languages in which the source code is written, to modify the Licensed Programs.
- 8.01.03 If the Software Documentation is available in both of the two official languages of Canada, the Contractor must deliver it in both French and English. If the Software Documentation is only available in either English or French, it may be delivered in that language; however, Elections Canada then has the right to translate it. Elections Canada owns any translation and is under no obligation to provide it to the Contractor. Elections Canada will include any copyright and/or proprietary right notice that was part of the original document in any translation. The Contractor is not responsible for technical errors that arise as a result of any translation made by Elections Canada.
- 8.01.04 Unless provided otherwise in the Contract, at no additional cost to Elections Canada, the Contractor must update the Software Documentation throughout the period of the Contract to the most current release level consistent with the Licensed Software delivered

under the Contract. The Contractor must provide these updates to Elections Canada within ten (10) days of the update being available. These updates must include supporting documentation for all modifications to the Licensed Software, including new versions and new releases that Elections Canada is entitled to receive under the Contract and must identify any problems resolved, enhancements made, or features added to the Licensed Software, together with installation instructions.

Article 9 Media

- 9.01.01 The Contractor must deliver the Licensed Programs to Elections Canada on the medium of Elections Canada's choice from among those the Contractor makes available to its other customers (for example, CD-ROM or Internet download). The Contractor agrees that Elections Canada may distribute the Licensed Software to Users on Elections Canada's choice of Media.
- 9.01.02 The Contractor guarantees that the Media will be compatible with the computer systems, as detailed in the Contract, on which the Licensed Programs will be installed. The Contractor also guarantees that the Media, as supplied by the Contractor, will be free from computer viruses.
- 9.01.03 Elections Canada will own the Media once it has been delivered to and accepted by or on behalf of Elections Canada.

Article 10 Term of License

- 10.01.01 Unless provided otherwise in the Contract, Elections Canada's license to use the Licensed Software is perpetual, regardless of any termination of the Contract by mutual consent, for the convenience of Elections Canada or for default of the Contractor, as long as Elections Canada has paid for the license to the Licensed Software. Any perpetual license granted under the Contract can only be terminated by the Contractor in accordance with Subsection 10.01.02 below.
- 10.01.02 The Contractor may terminate Elections Canada's license with respect to the Licensed Software by giving the Contracting Authority written notice to that effect if Elections Canada is in breach of its license with respect to the Licensed Software, or fails to pay for the license in accordance with the Contract, and if that breach continues for a period of thirty (30) days after the Contracting Authority receives written notice from the Contractor giving particulars of the breach.

Article 11 Acceptance

- 11.01.01 Work Subject to Acceptance: All Licensed Programs delivered and all services provided under the Contract are subject to inspection by Elections Canada. If any of the Licensed Programs does not meet all the requirements of the Contract, Elections Canada may reject it or require that it be corrected, at the sole expense of the Contractor, before recommending payment.
- 11.01.02 Effect of Acceptance: Acceptance by Elections Canada does not relieve the Contractor of any responsibility for defects or other failures to meet the requirements of the Contract or the Contractor's responsibilities with respect to warranty, maintenance or support under the Contract.
- 11.01.03 Period of Acceptance: Unless provided otherwise in the Contract, the acceptance procedures are as follows:
- (a) when the Work is complete, the Contractor must notify the Technical Authority in writing, with a copy to the Contracting Authority, by referring to this provision of the Contract and requesting acceptance of the Work;
 - (b) Elections Canada will have thirty (30) days from receipt of the notice to perform its inspection (the "Acceptance Period").
- 11.01.04 If Elections Canada provides notice of a deficiency during the Acceptance Period, the Contractor must address the deficiency as soon as possible and notify Elections Canada in writing once the Work is complete, at which time Elections Canada will be entitled to re-inspect the Work before acceptance and the Acceptance Period will begin again.

Article 12 Right to License

- 12.01.01 The Contractor guarantees that it has the right to license the Licensed Software and full power and authority to grant to Elections Canada all the rights granted under the Contract. The Contractor also guarantees that all necessary consents to that grant have been obtained. Elections Canada agrees that its only remedy and the Contractor's entire obligations in relation to a breach of this guarantee are the remedies and obligations set out in the section entitled "Intellectual Property Infringement and Royalties" contained in the General Conditions or in the Articles of Agreement, as the case may be.
- 12.01.02 The Parties agree that only the conditions that expressly form part of the Contract by being written out in full in the Articles of Agreement or an annex to the Contract listed in the Priority of Documents section in the Articles of Agreement form part of the Contract. Any conditions accompanying or enclosed with the Licensed Software, if any, do not form part of the Contract and, therefore, are not part of Elections Canada's license and do not affect the rights of the Parties in any way. The Contractor agrees that in no event will Elections Canada or any User be required to enter into any additional license agreement with

respect to the Licensed Software or any portion of it. The Contractor acknowledges that any additional license agreement relating to the Licensed Software signed by anyone other than the Contracting Authority is void and of no effect.

- 12.01.03 Elections Canada is not bound by and does not accept any "shrink-wrap" or "click-wrap" conditions or any other conditions, express or implied, that are contained in or on the software packaging or conditions that may accompany the software in any manner, regardless of any notification to the contrary.

Article 13 Enhancements and Improvements

- 13.01.01 The Contractor agrees to provide Elections Canada with all improvements, updates, upgrades and enhancements to the Licensed Software for ninety (90) days following the acceptance of the Licensed Software.

Article 14 Warranty

- 14.01.01 In this section, unless provided otherwise in the Contract, "Software Warranty Period" means a period of ninety (90) days from the date on which the Licensed Software is accepted in accordance with the conditions of the Contract, except for warranty work and any other work that is scheduled under the Contract to be performed after the start of the Software Warranty Period.
- 14.01.02 The Contractor warrants that, during the Software Warranty Period, the Licensed Programs will operate on the computer system or systems on which the Licensed Programs are installed in accordance with the Software Documentation that is associated with the Licensed Programs, as well as the Specifications set out in the Contract, if any. If the Licensed Programs fail to meet this warranty at any time during the Software Warranty Period, the Contractor, if requested by Elections Canada, must, as soon as possible, correct, at the Contractor's expense, any programming errors and defects and make any additions, modifications or adjustments to the Licensed Software that are necessary to keep the Licensed Programs in operating order, in accordance with the Software Documentation that is associated with the Licensed Programs and the Specifications.
- 14.01.03 Although the Contractor must use all reasonable efforts to provide permanent corrections for all software errors, Elections Canada acknowledges that certain errors may not be permanently corrected by the Contractor under the warranty. The Contractor must provide a software patch or by-pass around the error in all cases where the error will not be permanently corrected. As a minimum, any such software patch or by-pass must cause the Licensed Programs to meet the functional and performance criteria set out in the Software Documentation associated with the Licensed Programs and the Specifications.
- 14.01.04 The Contractor warrants that, throughout the Software Warranty Period, the Software Documentation will be free from all defects in materials and will conform with the requirements of the Contract. If Elections Canada discovers a defect or non-conformance in any part of the Software Documentation during the Software Warranty Period, the Contractor must, if requested by Elections Canada, as soon as possible, correct, at the Contractor's expense, the part of the Software Documentation found to be defective or not in conformance with the requirements of the Contract.
- 14.01.05 The Contractor warrants that, throughout the Software Warranty Period, the Media will be free from all defects in materials or workmanship, and will conform with the requirements of the Contract. Elections Canada may return non-conforming or defective Media to the Contractor within the Software Warranty Period, with notice of the non-conformance or the defect, and the Contractor must promptly replace that Media with corrected Media at no additional cost to Elections Canada.
- 14.01.06 If the Contractor must perform support services with respect to the Licensed Software during the Software Warranty Period, it is agreed that the provisions concerning support

will not be interpreted so as to derogate from the warranty provisions set out in this section.

- 14.01.07 The warranties set out in this section will survive inspection and acceptance of the Work by or on behalf of Elections Canada, and do not restrict any other provision of the Contract or any condition, warranty or provision imposed by law.

Article 15 Source Code Escrow

- 15.01.01 If requested by Elections Canada, the Contractor must put in place for Elections Canada, at no additional charge, whatever escrow arrangements, if any, it usually puts in place for its customers, and must give Elections Canada, within thirty (30) days from the date of the Contract, a copy of the agreement with its escrow agent which sets out the conditions under which the escrow agent is authorized to release the source code to Elections Canada.

Article 16 Right to Modify and no Reverse Engineer

- 16.01.01 If the source code for the Licensed Programs is provided to Elections Canada under the Contract, that code forms part of the "Licensed Software" for the purposes of the Contract. Elections Canada will have the right, at Elections Canada's discretion, to copy and modify the Licensed Software for Elections Canada's own purposes and use, through the services of Elections Canada's own employees or of independent contractors, as long as those contractors agree not to disclose or distribute any part of the Licensed Software to any other person or entity or otherwise violate the proprietary rights of the owner of the Licensed Software.
- 16.01.02 Elections Canada will be the owner of any modifications contemplated in this clause, but will obtain no ownership interest in the Licensed Software, and any portion of the Licensed Software contained in those modifications will remain subject to the conditions of Elections Canada's license. The Contractor must not incorporate any such modifications into its software for distribution to third parties unless Elections Canada has granted the necessary distribution rights to the Contractor under a written license agreement. The provisions of this section do not prevent the Contractor or its third-party licensors from independently developing modifications. Unless provided otherwise in the Contract, Elections Canada agrees not to reverse engineer the Licensed Software.

Article 17 Risk of Loss

- 17.01.01 Risk of loss of or damage to the Licensed Software or the Media, or to any part of them, will pass to Elections Canada upon delivery of the Licensed Software or the Media, or that part, to Elections Canada.
- 17.01.02 Despite Subsection 17.01.01, the Contractor will be liable for loss or damage to the Licensed Software or Media that is caused by the Contractor or any of its subcontractors after delivery.

Article 18 Destruction on Termination or Expiration

- 18.01.01 In the event of termination or expiration of Elections Canada's license, Elections Canada will, if requested by the Contractor, either return all copies of the Licensed Software to the Contractor or, at Elections Canada's option, will confirm in writing to the Contractor that all copies of the Licensed Software have been destroyed except for one copy, which Elections Canada may retain for archival purposes only.

Annex
Supplemental Conditions
Maintenance and Support Services for Licensed Software

Article 1 Interpretation

Section 1.01 - Definition

1.01.01 In the Contract, unless the context otherwise requires,

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

"Maintenance Releases" means all commercially available enhancements, extensions, improvements, upgrades, updates, releases, versions, renames, rewrites, cross-grades, components and back grades or other modifications to the Licensed Software developed or published by the Contractor or its licensor;

"Software Error" means any software instruction or statement contained in or absent from the Licensed Programs, which, by its presence or absence, prevents the Licensed Programs from operating in accordance with the Specifications;

"Software Support Period" means the period specified in the Contract during which the Contractor must support the Licensed Software, in accordance with the conditions of the Contract.

1.01.02 Words and expressions defined in the General Conditions and used in these supplemental conditions have the meanings given to them in the General Conditions.

1.01.03 In the event of any inconsistency between the General Conditions and these supplemental conditions, the applicable provisions of these supplemental conditions will prevail.

1.01.04 If Supplemental Conditions - Licensed Software form part of the Contract, words and expressions defined in those supplemental conditions and used in these supplemental conditions will have the meanings given to them in those supplemental conditions.

1.01.05 If Supplemental Conditions - Licensed Software do not form part of the Contract, then,

"Software Documentation" means all of the manuals, handbooks, user guides and other human-readable material which have been provided by the Contractor to Elections Canada for use with the Licensed Programs, whether provided in printed form or on magnetic tape, disk or on other Media;

"Licensed Programs" means all of the computer programs, in object-code form, that must be supported by the Contractor under the Contract;

Licensed Software" means the Licensed Programs and the Software Documentation collectively; and

"Media" means the material or medium on which the Licensed Programs are stored for delivery to Elections Canada, including electronic media such as magnetic disks or electronic downloads. Media does not include the Licensed Software stored on the Media.

- 1.01.06 The sections of the General Conditions entitled "Ownership" and "Warranty" do not apply to the Licensed Software and the Media. The ownership, warranty and support provisions contained in these supplemental conditions and in Supplemental Conditions – Licensed Software, if that set forms part of the Contract, apply in place of those sections

Article 2 Software Error Correction Services

- 2.01.01 Elections Canada may report to the Contractor any failure of the Licensed Programs to operate in accordance with the Software Documentation or, if applicable, the Specifications during the Software Support Period. Elections Canada may report failures either in writing or by telephone or other remote communication. Upon receipt of a report of a failure from Elections Canada, unless provided otherwise in the Contract, the Contractor must use all reasonable efforts to provide Elections Canada within the time frames established in subsections 2.01.02 and 2.01.03, with a correction of the Software Error which caused the failure. Any such software correction must cause the Licensed Programs to meet the Software Documentation or, if applicable, the Specifications during the Software Support Period. The Contractor must use all reasonable efforts to provide permanent corrections for all Software Errors and the Contractor warrants that the Licensed Software will meet the functional and performance criteria set out in the Specifications. All Software Error corrections will become part of the Licensed Software and will be subject to the conditions of Elections Canada's license with respect to the Licensed Software.
- 2.01.02 Unless provided otherwise in the Contract, the Contractor must respond to a report of a Software Error in accordance with the severity of the Software Error, as detailed in subsection 2.01.03. The severity will be reasonably determined by Elections Canada, and communicated to the Contractor, based on the following definitions:

Severity 1: indicates total inability to use a Licensed Program, resulting in a critical impact on user objectives;

- Severity 2: indicates ability to use a Licensed Program but user operation is severely restricted;
- Severity 3: indicates ability to use a Licensed Program with limited functions which are not critical to overall user operations;
- Severity 4: indicates that the problem has been by-passed or temporarily corrected and is not affecting user operations.

2.01.03 Unless provided otherwise in the Contract, the Contractor must use reasonable efforts to correct Software Errors as follows:

- Severity 1: within twenty-four (24) hours of notification by Elections Canada;
- Severity 2: within seventy-two (72) hours of notification by Elections Canada;
- Severity 3: within fourteen (14) days of notification by Elections Canada;
- Severity 4: within ninety (90) days of notification by Elections Canada.

2.01.04 If Elections Canada reports a Software Error to the Contractor, Elections Canada must give the Contractor reasonable access to the computer system on which the Licensed Program resides, and must provide such information as the Contractor may reasonably request, including sample output and other diagnostic information, in order to permit the Contractor to expeditiously correct the Software Error.

Article 3 Maintenance Releases

3.01.01 During the Software Support Period, the Contractor must provide to Elections Canada all Maintenance Releases, in object-code form, at no additional cost. All Maintenance Releases will become part of the Licensed Software and will be subject to the conditions of Elections Canada's license with respect to the Licensed Software. Unless provided otherwise in the Contract, Elections Canada will receive at least one Maintenance Release during any twelve (12) month maintenance period.

Article 4 Media

4.01.01 The Contractor must provide to Elections Canada all Software Error corrections, Maintenance Releases and updates on Media that are free of defects and of computer viruses, and which are compatible with the computer systems on which the Licensed Programs are installed.

4.01.02 Elections Canada will own the Media provided to Elections Canada in the performance of the software support services upon delivery to and acceptance of the Media by or on behalf of Elections Canada. For the purposes of this subsection, "Media" does not include the Licensed Software stored on the Media.

Article 5 Support Services

5.01.01 If the Contract provides for support services, the Contractor must provide to Elections Canada access to the Contractor's personnel, to help Elections Canada in answering questions with respect to the Licensed Software, during the hours specified in the Contract. If the hours are not specified in the Contract, this access to the Contractor's personnel must be between the hours of 8:00 a.m. to 5:00 p.m., local time, at the site where the Licensed Programs are installed, Monday through Friday, exclusive of statutory holidays observed by Elections Canada at such site. Elections Canada's access to the Contractor's personnel must include telephone, fax, e-mail and Internet access and, if expressly provided in the Contract, on-site and Swift Action Tactical (SWAT) services. If applicable and if specified in the Contract, Elections Canada will, by notice in writing to the Contractor, appoint a user representative or representatives who will be the only individual(s) entitled to access the support services on behalf of Elections Canada. Elections Canada may change any such appointment by subsequent notice to the Contractor.

Article 6 Support Charges and On-site Services

6.01.01 Unless provided otherwise in the Contract, the monthly or yearly support charge specified in the Contract is inclusive of all software support services described in the Contract, except for On-site and SWAT response and Software Error correction services. The Contractor must provide on-site services, when requested by Elections Canada, at the hourly or daily labour rates specified in the Contract. Reasonable travel and living costs incurred by the Contractor in connection with on-site services, if approved in advance by Elections Canada, will be reimbursed to the Contractor in accordance with the guidelines specified in the Contract, or, if no guidelines are specified, in accordance with applicable Treasury Board guidelines. All such pre-approved costs must be invoiced to Elections Canada as a separate charge.

Article 7 Elections Canada's Responsibilities

7.01.01 Unless provided otherwise in the Contract, Elections Canada will maintain, for the Software Support Period, a telephone line and Internet access for use in connection with the software support services. Elections Canada will be responsible for the installation,

maintenance and use of such equipment and associated telephone charges. The Contractor may use the telephone line and electronic mail in connection with the provision of the software support services.

7.01.02 Unless provided otherwise in the Contract, Elections Canada will be responsible for the installation of all Software Error corrections and Maintenance Releases and upgrades.

7.01.03 Elections Canada will protect data from loss by implementing back-up procedures.

Article 8 Excluded Services

8.01.01 The Contractor is not obligated to correct a failure of the Licensed Programs to operate in accordance with the Specifications if the failure results from:

- (a) use of the Licensed Software by Elections Canada that is not in accordance with Elections Canada's license;
- (b) the use of hardware or software that is supplied by a person other than the Contractor or a subcontractor and that is not in accordance with the Specifications; or
- (c) modifications to the Licensed Software that are not approved by the Contractor or a subcontractor.

Annex
Supplemental Conditions
Personal Information

Article 1 Interpretation

1.01.01 In the Contract, unless the context otherwise requires,

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

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

"Record" means any hard copy document or any data in a machine-readable format containing Personal Information;

1.01.02 Words and expressions defined in the General Conditions and used in these supplemental general conditions have the meanings given to them in the General Conditions.

1.01.03 If there is any inconsistency between the General Conditions and these supplemental general conditions, the applicable provisions of these supplemental general conditions prevail.

Article 2 - Ownership of Personal Information and Records

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.

Article 3 - Use of Personal Information

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.

Article 4 - Collection of Personal Information

4.01.01 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 personal information bank, if the Contracting Authority has provided this information to the Contractor.

4.01.02 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.

4.01.03 If requested by the Contracting Authority, the Contractor must develop a request for consent form to be used when collecting Personal Information, or a script for collecting the Personal Information by telephone. The Contractor must not begin using a form or script unless the Contracting Authority first approves it in writing. The Contractor must also obtain the Contracting Authority's approval before making any changes to a form or script.

4.01.04 At the time it requests Personal Information from any individual, if the Contractor doubts that the individual has the capacity to provide consent to the disclosure and use of his or her Personal Information, the Contractor must ask the Contracting Authority for instructions.

Article 5 - Maintaining the Accuracy, Privacy and Integrity of Personal Information

The Contractor must ensure that the Personal Information is as accurate, complete, and up to date as possible. The Contractor must protect the privacy of the Personal Information. To do so, at a minimum, the Contractor must:

- (a) not use any personal identifiers (e.g., social insurance number) to link multiple databases containing Personal Information;
- (b) segregate all Records from the Contractor's own information and records;
- (c) restrict access to the Personal Information and the Records to people who require access to perform the Work (for example, by using passwords or biometric access controls);
- (d) provide training to anyone to whom the Contractor will provide access to the Personal Information regarding the obligation to keep it confidential and use it only to perform the Work. The Contractor must provide this training before giving an individual access to any Personal Information and the Contractor must keep a record of the training and make it available to the Contracting Authority if requested;
- (e) if requested by the Contracting Authority, before providing anyone with access to the Personal Information, require anyone to whom the Contractor provides access to the Personal Information to acknowledge in writing (in a form approved by the Contracting Authority) their responsibilities to maintain the privacy of the Personal Information;
- (f) keep a record of all requests made by an individual to review his or her Personal Information, and any requests to correct errors or omissions in the Personal Information (whether those requests are made directly by an individual or by Elections Canada on behalf of an individual);
- (g) include a notation on any Record(s) that an individual has requested be corrected if the Contractor has decided not to make the correction for any reason. Whenever this occurs, the Contractor must immediately advise the Contracting Authority of the details of the requested correction and the reasons for the Contractor's decision not to make it. If directed by the Contracting Authority to make the correction, the Contractor must do so;
- (h) keep a record of the date and source of the last update to each Record;
- (i) maintain an audit log that electronically records all instances of and attempts to access Records stored electronically. The audit log must be in a format that can be reviewed by the Contractor and Elections Canada at any time; and
- (j) secure and control access to any hard copy Records.

Article 6 - Safeguarding Personal Information

The Contractor must safeguard the Personal Information at all times by taking all measures reasonably necessary to secure it and protect its integrity and confidentiality. To do so, at a minimum, the Contractor must:

- (a) store the Personal Information electronically so that a password (or a similar access control mechanism, such as biometric access) is required to access the system or database in which the Personal Information is stored;
- (b) ensure that passwords or other access controls are provided only to individuals who require access to the Personal Information to perform the Work;
- (c) not outsource the electronic storage of Personal Information to a third party (including an affiliate) unless the Contracting Authority has first consented in writing;
- (d) safeguard any database or computer system on which the Personal Information is stored from external access using methods that are generally used, from time to time, by prudent public and private sector organizations in Canada in order to protect highly secure or sensitive information;
- (e) maintain a secure back-up copy of all Records, updated at least weekly;
- (f) implement any reasonable security or protection measures requested by Elections Canada from time to time; and
- (g) notify the Contracting Authority immediately of any security breaches; for example, any time an unauthorized individual accesses any Personal Information.

Article 7 - Appointment of Privacy Officer

The Contractor must appoint someone to be its privacy officer and to act as its representative for all matters related to the Personal Information and the Records. The Contractor must provide that person's name to the Contracting Authority within ten (10) days of from the Effective Date of the Contract.

Article 8 - Quarterly Reporting Obligations

Within thirty (30) calendar days of the end of each quarter (January-March; April-June; July-September; October-December), the Contractor must submit the following to the Contracting Authority:

- (a) a description of any new measures taken by the Contractor to protect the Personal Information (for example, new software or access controls being used by the Contractor);
- (b) a list of any corrections made to Personal Information at the request of an individual (including the name of the individual, the date of the request, and the correction made);
- (c) details of any complaints received from individuals about the way in which their Personal Information is being collected or handled by the Contractor; and
- (d) a complete copy (in an electronic format agreed to by the Contracting Authority and the Contractor) of all the Personal Information stored electronically by the Contractor.

Article 9 - Threat and Risk Assessment

Within ninety (90) calendar days from the Effective Date of the Contract and, if the Contract lasts longer than one year, within thirty (30) calendar days of each anniversary date of the Contract, the Contractor must submit to the Contracting Authority a threat and risk assessment, which must include:

- (a) a copy of the current version of any request for consent form or script being used by the Contractor to collect Personal Information;
- (b) a list of the types of Personal Information used by the Contractor in connection with the Work;
- (c) a list of all locations where hard copies of Personal Information are stored;
- (d) a list of all locations where Personal Information in machine-readable format is stored (for example, the location where any server housing a database including any Personal Information is located), including back-ups;
- (e) a list of every person to whom the Contractor has granted access to the Personal Information or the Records;
- (f) a list of all measures being taken by the Contractor to protect the Personal Information and the Records;
- (g) a detailed explanation of any potential or actual threats to the Personal Information or any Record, together with an assessment of the risks created by these threats and the adequacy of existing safeguards to prevent these risks; and

- (h) an explanation of any new measures the Contractor intends to implement to safeguard the Personal Information and the Records.

Article 10 - Audit

Elections Canada may audit the Contractor's compliance with these supplemental general conditions at any time. If requested by the Contracting Authority, the Contractor must provide Elections Canada (or Elections Canada's authorized representative) with access to its premises and to the Personal Information and Records at all reasonable times. If Elections Canada identifies any deficiencies during an audit, the Contractor must immediately correct the deficiencies at its own expense.

Article 11 - Statutory Obligations

- 11.01.01 The Contractor acknowledges that Elections Canada is required to handle the Personal Information and the Records in accordance with the provisions of 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.
- 11.01.02 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.

Article 12 - Disposing of Records and Returning Records to Elections Canada

The Contractor must not dispose of any Record, except as instructed by the Contracting Authority. On request by the Contracting Authority, or once the Work involving the Personal Information is complete, the Contract is complete, or the Contract is terminated, whichever of these comes first, the Contractor must return all Records (including all copies) to the Contracting Authority.

Article 13 - Legal Requirement to Disclose Personal Information

Before disclosing any of the Personal Information pursuant to any applicable legislation, regulation, or an order of any court, tribunal or administrative body with jurisdiction, the Contractor must

immediately notify the Contracting Authority, in order to provide the Contracting Authority with an opportunity to participate in any relevant proceedings.

Article 14 - Complaints

Elections Canada and the Contractor each agree to notify the other immediately if a complaint is received under the *Access to Information Act* or the *Privacy Act* or other relevant legislation regarding the Personal Information. Each Party agrees to provide any necessary information to the other to assist in responding to the complaint and to inform the other immediately of the outcome of that complaint.

Article 15 - Exception

The obligations set out in these supplemental general conditions do not apply to any Personal Information that is already in the public domain, as long as it did not become part of the public domain as a result of any act or omission of the Contractor or any of its subcontractors, agents, or representatives, or any of their employees.

Annex F
General Conditions
Goods and 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 19, 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 services that form part of the Work if it is customary in the carrying out of similar contracts; and
 - (c) with respect to goods or part thereof to be delivered as part of the work, subcontract any part or parts of the Work to one or more subcontracts up to a total value of 40 percent of the Contract Price; and;

- (d) 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 Submission

- 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 together with the corresponding registration number issued by the appropriate tax authority. 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 calendar 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 calendar 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 calendar 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 18 – 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 Article 18. 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 Section 6.01. The Contractor agrees to remit to the appropriate government agency any amount 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

Unless provided otherwise in the Contract, 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 Shipment Documentation

For the shipment of goods, the transportation bill of lading must accompany the original invoice, except for "collect" shipments (if and when stipulated), in which event it must accompany the shipment. In addition, a packing slip must accompany each shipment, showing item, quantity, part or reference numbers, description of the goods and contract number, including the PBN. If the goods have been inspected at the Contractor's plant, the signed inspection voucher must be attached to the packing slip normally enclosed in the packing note envelope.

Article 11 Ownership

- 11.01.01 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.
- 11.01.02 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.
- 11.01.03 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.
- 11.01.04 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 12 Elections Canada Property

- 12.01.01 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.

- 12.01.02 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.
- 12.01.03 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.
- 12.01.04 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 13 Warranty

- 13.01.01 Despite inspection and acceptance of the Work by or on behalf of Elections Canada and without restricting any other provision of the Contract or any condition, warranty or provision imposed by law, the Contractor warrants that, for 12 months (or any other period stated in the Contract), the Work will be free from all defects in design, material or workmanship, and will conform to the requirements of the Contract. The warranty period begins on the date of delivery, or if acceptance takes place at a later date, the date of acceptance. With respect to EC Property not supplied by the Contractor, the Contractor's warranty will extend only to its proper incorporation into the Work.
- 13.01.02 In the event of a defect or non-conformance in any part of the Work during the warranty period, the Contractor, at the request of Elections Canada to do so, must as soon as possible repair, replace or otherwise make good at its own option and expense the part of the Work found to be defective or not in conformance with the requirements of the Contract.
- 13.01.03 The Work or any part of the Work found to be defective or non-conforming will be returned to the Contractor's plant for replacement, repair or making good. However, when in the opinion of Elections Canada it is not expedient to remove the Work from its location, the Contractor must carry out any necessary repair or making good of the Work at that location. In such cases, the Contractor will be paid the fair and reasonable Cost (including reasonable travel and living expenses) incurred in so doing, with no allowance for profit, less an amount equal to the Cost of rectifying the defect or non-conformance at the Contractor's plant.
- 13.01.04 Elections Canada must pay the transportation cost associated with returning the Work or any part of the Work to the Contractor's plant pursuant to Subsection 13.01.03. The Contractor must pay the transportation cost associated with forwarding the replacement or returning the Work or part of the Work when rectified to the delivery point specified in the Contract or to another location directed by Elections Canada.

- 13.01.05 The Contractor must remedy all data and reports pertaining to any correction or replacement under this Section, including revisions and updating of all affected data, manuals, publications, software and drawings called for under the Contract, at no cost to Elections Canada.
- 13.01.06 If the Contractor fails to fulfill any obligation described in this Section within a reasonable time of receiving a notice, Elections Canada will have the right to remedy or to have remedied the defective or non-conforming work at the Contractor's expense. If Elections Canada does not wish to correct or replace the defective or non-conforming work, an equitable reduction will be made in the Contract Price.
- 13.01.07 The warranty period is automatically extended by the duration of any period or periods where the Work is unavailable for use or cannot be used because of a defect or non-conformance during the original warranty period. The warranty applies to any part of the Work repaired, replaced or otherwise made good pursuant to Subsection 13.01.02, for the greater of:
- (a) the warranty period remaining, including the extension, or
 - (b) ninety days or such other period as may be specified for that purpose by agreement between the Parties.

Article 14 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 any supplemental general conditions that form 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 15 Confidentiality

Section 15.01 Confidentiality

- 15.01.01 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 necessary to perform the subcontract as long as the subcontractor agrees to keep such EC Information confidential and that it

will be used only to perform the subcontract.

- 15.01.02 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.
- 15.01.03 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.
- 15.01.04 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.
- 15.01.05 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 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.
- 15.01.06 If the Contract, the Work, or any information referred to in Subsection 15.01.01 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.
- 15.01.07 If the Contract, the Work, or any information referred to in Subsection 15.01.01 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 15.02 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 16 Copyright

Section 16.01 Copyright

- 16.01.01 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.
- 16.01.02 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).
- 16.01.03 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.
- 16.01.04 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 16.02 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 16.01. 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 17 Intellectual Property Infringement and Royalties

- 17.01.01 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.

17.01.02 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.

17.01.03 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.

17.01.04 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 18 Excusable Delay

18.01.01 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 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.

18.01.02 Within 15 Business Days of an Excusable Delay, the Contractor must:

- (a) provide written notice to the Contracting Authority of all the circumstances relating to such Excusable Delay; and
- (b) provide for approval to the Contracting Authority within 15 Business Days 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.

18.01.03 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.

18.01.04 However, if an Excusable Delay has continued for 30 calendar 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.

18.01.05 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.

18.01.06 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 19 Suspension of the Work

19.01.01 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 calendar 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 calendar days, the Contracting Authority must either cancel the order or terminate the Contract, in whole or in part, under Article 20 or Article 21.

19.01.02 The Contracting Authority may, whether in the notice of the order or during the 180 calendar days referred to in Subsection 19.01.01, 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.

19.01.03 When an order is made under Subsection 19.01.01, 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.

- 19.01.04 When an order made under Subsection 19.01.01 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 20 Default by the Contractor

- 20.01.01 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.
- 20.01.02 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.
- 20.01.03 If Elections Canada gives notice under Subsection 20.01.01 or 20.01.02, 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.
- 20.01.04 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.

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.

- 20.01.05 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.
- 20.01.06 If the Contract is terminated for default under Subsection 20.01.01, 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 21.01.01.

Article 21 Termination for Convenience

- 21.01.01 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.
- 21.01.02 If a termination notice is given pursuant to Subsection 21.01.01, 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.

- 21.01.03 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 22 Assignment

- 22.01.01 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.
- 22.01.02 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 23 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 24 Amendments and Waivers

Section 24.01 Amendment

- 24.01.01 To be effective, any amendment to the Contract must be done in writing by the Contracting Authority and the authorized representative of the Contractor.
- 24.01.02 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 24.01.01.

Section 24.02 Waiver

- 24.02.01 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.
- 24.02.02 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 25 Codes

Section 25.01 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 25.02 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 26 No Bribe or Conflict

Section 26.01 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 26.02 No Conflict of Interest

- 26.02.01 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.
- 26.02.02 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.
- 26.02.03 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 27 Contingency Fees

27.01.01 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.

27.01.02 In this Article:

(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 28 International Sanctions

28.01.01 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.

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

28.01.03 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 21.

Article 29 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 30 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 31 Governing Law

Section 31.01 Compliance with Applicable Laws

31.01.01 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.

31.01.02 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 32 Successor and Assigns

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

Annex G



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat

Security Classification / Classification de sécurité

SECURITY REQUIREMENTS CHECK LIST (SRCL) LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE			
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine CEO	2. Branch or Directorate / Direction générale ou Direction Internal Services\		
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 RFP to select and retain a Contractor for the provision of payroll services for election administrators and field workers.			
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 checked="" 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 : <input type="checkbox"/>	Restricted to / Limité à : <input type="checkbox"/>	
Specify country(ies): / Préciser le(s) pays :	Specify country(ies): / Préciser le(s) pays :	Specify country(ies): / Préciser le(s) pays :	
7. c) Level of information / Niveau d'information			
PROTECTED A PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>	
PROTECTED B PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>	
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>	
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	
SECRET SECRET <input 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"/>	



PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui
If Yes, indicate the level of sensitivity:
Dans l'affirmative, indiquer le niveau de sensibilité :
9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? No / Non Yes / Oui
- Short Title(s) of material / Titre(s) abrégé(s) du matériel :
Document Number / Numéro du document :

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

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis
- | | | | |
|---|---|---|--|
| <input checked="" type="checkbox"/> RELIABILITY STATUS
COTE DE 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? No / Non Yes / Oui
If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté? No / Non Yes / Oui

PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui
11. b) Will the supplier be required to safeguard COMSEC information or assets?
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? No / Non Yes / Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? No / Non Yes / Oui

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui
11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? No / Non Yes / Oui



PART C - (continued) / PARTIE C - (suite)

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui remplissent le formulaire **manuellement** doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form **online** (via the Internet), the summary chart is automatically populated by your responses to previous questions.

Dans le cas des utilisateurs qui remplissent le formulaire **en ligne** (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category / Catégorie	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET	NATO RESTRICTED / NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL / NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET / COSMIC TRÈS SECRET	PROTECTED / PROTÉGÉ			CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET
											A	B	C			
Information / Assets / Renseignements / Biens		✓														
Production		✓														
IT Media / Support TI		✓														
IT Link / Lien électronique																

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?

La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

No / Non Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".

Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?

La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

No / Non Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).

Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



PART D - AUTHORIZATION / PARTIE D - AUTORISATION

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

Name (print) - Nom (en lettres moulées) FRANCE LABINE		Title - Titre DCFO	Signature <i>France Labine</i>
Telephone No. - N° de téléphone 819-939-1466	Facsimile No. - N° de télécopieur 819-939-1532	E-mail address - Adresse courriel FRANCE.LABINE@ELECTIONS.CA	Date 17 JAN, 2018

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

Name (print) - Nom (en lettres moulées) Danielle Bouchard		Title - Titre Assistant Director, Acting Security	Signature <i>Danielle Bouchard</i>
Telephone No. - N° de téléphone 819-939-1413	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel danielle.bouchard@elections.ca	Date Jan 18 / 18

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

No / Non Yes / Oui

16. Procurement Officer / Agent d'approvisionnement

Name (print) - Nom (en lettres moulées) Ashley Tran		Title - Titre Advisor, PLS	Signature <i>Ashley Tran</i>
Telephone No. - N° de téléphone 819-939-1469	Facsimile No. - N° de télécopieur n/a	E-mail address - Adresse courriel Ashley.Tran@elections.ca	Date JAN 19 2018

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

Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date

Annex H
Sample Task Authorization Form

Contract No.:

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

TECHNICAL AUTHORITY: [To be completed by the TA]

CONTRACTING AUTHORITY: [To be completed by the TA]

CONTRACTOR: [To be completed by the TA]

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

DATE: [To be completed by the TA]

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

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

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

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

1.2 The tasks are: AS FOLLOWS OR SEE ATTACHED

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

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

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

Annex H
Sample Task Authorization Form

Contract No.:

Signature of Technical Authority

Date

Signature of Contracting Authority

Date

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

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

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

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

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

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

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

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

2.1.6 Insert the Contract number.

2.1.7 Insert an estimate or actual cost for the Task.

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

Annex H
Sample Task Authorization Form

Contract No.:

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

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

2.1.11 Insert any other supporting details.

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

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

Signature of Contractor by its Authorized Signatory

Date

3. TO BE COMPLETED BY THE CONTRACTING AUTHORITY

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

Signature of Contracting Authority

Date

Annex I
Fair Price Certificate

1. I, the undersigned, on behalf of _____ **[INSERT NAME OF SUPPLIER]** (the “Supplier”) hereby certifies that as of the date of this certification, the price offered to Elections Canada for the **[INSERT GOOD OR SERVICES]**:
- (a) is not in excess of the lowest price charged to anyone else, including the Supplier’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 Supplier 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. Attached to this certificate is evidence that the price proposed represents fair value in accordance with this certification:
- (a) a copy of a paid invoice for similar goods/services in similar quantities and quality issued to another customer; or
 - (b) a copy of a signed contract showing pricing for similar goods/services of similar quantity and quality; or
 - (c) a copy of a pay slip confirming payment by another customer to the Supplier of specified rates or amounts for similar goods/services in similar quantities and quality; or
 - (d) a copy of the current published price list indicating the percentage discount available to Elections Canada; or
 - (e) a price breakdown showing the cost of direct labour, direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, etc., and profit;
 - (f) Other:

3. The undersigned acknowledges that Elections Canada shall rely on this certification to award the contract. In the event that verification by Elections Canada discloses that this certificate is untrue, whether knowingly or unknowingly, Elections Canada has the right to treat any resulting contract based on this certificate as being in default and to terminate it pursuant to its default provisions.

Dated this ____ day of _____, 20__.

Witness

Signature of Authorized Representative

Print Name of Witness

Print Name of Authorized Representative

Print Title of Authorized Representative



Pay and Related Payroll Services for Workforce Management of Field Personnel

Part 7

Technical Evaluation Criteria

1. CORPORATE PROFILE

- 1.01. The bidder is requested to provide a corporate profile in its technical proposal, which should include an overview of the bidder and any subcontractors, and/or authorized agents of the bidder that would be involved in the performance of the Work on the bidder's behalf. The bidder is requested to provide a brief description of its size, corporate structure, years in business, business activities, major customers, number of employees and their geographic presence. This information requested herein is for information purposes only and will not be evaluated.
- 1.02. The Technical Proposal should include the Name and Telephone Number of a single point of contact that may be contacted by Elections Canada concerning any issues relating to the RFP (referred to herein as the "Bidder's RFP Point of Contact").

2. TECHNICAL EVALUATION

- 2.01. The Technical Evaluation includes the technical mandatory criteria and the point-rated criteria.

3. MANDATORY TECHNICAL REQUIREMENTS

- 3.01. Bidders' technical proposals will be assessed for their compliance with the mandatory technical criteria identified in TABLE A – MANDATORY TECHNICAL EVALUATION CRITERIA of *Appendix A to Part 7 – Technical Mandatory Criteria*.
- 3.02. Claims in a proposal that a future upgrade or release of any of the products included in the proposal will meet the mandatory requirements of the bid solicitation, where the upgrade or release is not available at RFP closing, will render the Bidder's proposal non-responsive and it will be excluded from further consideration.
- 3.03. In Annex A – Statement of Work, the word "must" denotes a mandatory requirement. Bidders must meet all the mandatory technical criteria to be considered responsive. Failure to meet any mandatory technical criteria will result in the proposal being deemed non-responsive and it will be excluded from further consideration.

4. POINT-RATED CRITERIA

- 4.01. Bidders' technical proposals will be rated by assessing a technical score, rounded to two decimal points, to each point-rated criterion identified in *Appendix B to Part 7 – Technical Point-Rated Criteria*.
- 4.02. Bidders must meet all pass marks identified in *Appendix B to Part 7 – Technical Point-Rated Criteria*, including the overall minimum pass mark, to be considered

technically responsive. Failure to meet all pass marks will result in the proposal being deemed non-responsive and it will be excluded from further consideration.

5. REFERENCE CHECKS

5.01. Elections Canada reserves the right to contact reference(s) for validation of what the Bidder has submitted in its proposal for corporate experience (Mandatory Criteria M1 and other certifications). Reference Checks may be conducted in accordance with Part 4, Section 4.2.3 of the RFP.

6. TECHNICAL SCORE

6.01. The Technical Score will be calculated by adding the points for the *Appendix B to Part 7 – Technical Point-Rated Criteria*.

6.02. The total of points available for the point rated criteria is 250 points. To be considered responsive, Bidders must achieve a minimum pass mark of 150 points (60 percent).

Appendix A to Part 7 – Technical Mandatory Criteria

TABLE A – MANDATORY TECHNICAL EVALUATION CRITERIA

#	Title of Criterion	Submission Requirement	Scoring Methodology
M1	Corporate Experience	<p>The bidder must provide two separate project references of similar size, scope and complexity to the requirements of the RFP where the bidder was the prime contractor and has demonstrated experience in the provision of payroll and workforce management services for personnel, hosted and supported, within the last five years prior to the closing date of the RFP, that have a contract value of \$500,000 excluding taxes or greater and a minimum of one year in term.</p> <p>The demonstrated experience must include all of the following:</p> <p>Size: Minimum Contract Value of \$500,000 excluding taxes for bidder’s work on project</p> <p>Scope:</p> <ol style="list-style-type: none"> 1. Pay and Related Payroll Services for Workforce Management project including the complete payment lifecycle (e.g. net pay calculations, payroll/payment issuance, producing statement of earnings, and remittances) 2. Minimum project duration of 12 months within the last 5 years prior to the closing date of RFP 3. Integration with client infrastructure to provide a solution 4. Hardware and software used in solution are all field-proven technology (means “deployed” to clients) 5. Successful provision of second (Tier 2) and third (Tier 3) level support for payroll services and for hardware and software warranty and/or maintenance support services for at least 12 months per the definitions of this RFP 6. Successfully provided training services on the use and maintenance of the delivered solution <p>Complexity:</p>	<p><input type="checkbox"/> Met</p> <p><input type="checkbox"/> Not Met</p>

#	Title of Criterion	Submission Requirement	Scoring Methodology
		The solution complexity involved: <ol style="list-style-type: none"> 1. Pay processing of single or multiple organizations 2. Flexible to adapt to changing business rules and new legislation/regulations 3. Provision of services in both official languages of Canada, namely, English and French The bidder must provide: <ol style="list-style-type: none"> a) Description of the work; b) Description of the integration of any third party components (if applicable); and c) Use the project reference template in (RFP reference) to provide the information in its technical proposal. 	
M2	Bid Certifications	The bidder must meet all of the certifications requirements of the RFP, Part 3 and Part 9.	<input type="checkbox"/> Met <input type="checkbox"/> Not Met
M3	Security Requirements – Security Requirement Check List (SRCL)	The bidder must meet all the Security Requirements of the RFP, Annex A – SOW and the SRCL of this RFP.	<input type="checkbox"/> Met <input type="checkbox"/> Not Met

Appendix B to Part 7 – Technical Point-Rated Criteria

1. RATED TECHNICAL EVALUATION CRITERIA

1.01. Overview

- 1.01.01. In order to obtain technical points, bidders must respond to the corresponding rated requirement by providing a description explaining, demonstrating, substantiating, or justifying their capability or approach to meet the requirement. Bidders' responses should be relevant, thorough, clear, and concise. Bidders are required to utilize the unique number identified with each rated requirement and the associated title in responding to the rated requirements.
- 1.01.02. Bidders' responses to the rated requirements will be evaluated and scored in accordance with the evaluation ruler. Only bids that obtain the minimum pass mark will be considered responsive.
- 1.01.03. The total maximum point for the rated requirements is 250. To be considered responsive, bidders must achieve a minimum pass mark of 150 points (60 percent). Each point rated technical criterion should be addressed separately.

2. EVALUATION RULER

- 2.01. The evaluation ruler will be used to evaluate the bidder's submission for all rated criterion in R1, R2, R4 and R5 as detailed in the TABLE C – RATED TECHNICAL EVALUATION CRITERIA.
- 2.02. The evaluation ruler will be applied based on the following:
- 2.02.01. The extent to which the bidder's proposal responds to the criteria in a clear, complete and concise manner; and
- 2.02.02. The extent to which the bidder applies the general depth factors as applicable and the specific depth factors (identified in the criterion) within their response.
- 2.03. Responses should identify any assumptions and/or constraints, and linkages should be made between other parts of the bidder's solution, as appropriate.
- 2.04. General Depth Factors
- 2.04.01. Response demonstrates a clear understanding of the desired outcomes of the requirement, and knowledge of the required criteria/criterion;
- 2.04.02. Response demonstrates ability to effectively meet the required criteria/criterion, substantiated by a detailed approach and or supporting experience related to the requirement;

- 2.04.03. Response considers and is consistent with the operational objectives detailed in the SOW and demonstrates how those objectives are met, and demonstrates how it will contribute to the solution's success;
 - 2.04.04. Response demonstrates integration with other components of the overall solution; and
 - 2.04.05. Response demonstrates risk avoidance, mitigation, and/or demonstrates how risk is not introduced.
- 2.05. **Note:** The general depth factors are general in their application in the context of each specific criterion as well as the bidder's response while the specific depth factors are presented in context of each respective criterion.

TABLE B – EVALUATION RULER

EVALUATION RULER	
0	<p><u>Information provided</u></p> <ul style="list-style-type: none"> i. Demonstrates minimal understanding of the rated criteria. <p>Bidder receives 0% of the available points for this element.</p>
40%	<p><u>Information provided</u></p> <ul style="list-style-type: none"> i. Demonstrates partial understanding of most but not all of the elements of the rated criteria. ii. Some of the general and specific depth factors addressed to some degree, but have weaknesses in how they would be applied. <p>Bidder receives 40% of the available points for this element.</p>
60%	<p><u>Information provided</u></p> <ul style="list-style-type: none"> i. Demonstrates a good understanding for the elements of the rated criteria; and ii. Most of the general and specific depth factors addressed to some degree, but have minor issues on how they would be applied. <p>Bidder receives 60% of the available points for this element.</p>
80%	<p><u>Information provided</u></p> <ul style="list-style-type: none"> i. Demonstrates a very good understanding for the elements of the rated criteria; and ii. All of the general and specific depth factors are addressed, but have minor issues on how they would be applied. <p>Bidder receives 80% of the available points for this element.</p>
100%	<p><u>Information provided</u></p> <ul style="list-style-type: none"> i. Clearly demonstrates an exceptional understanding for the elements of the rated criteria; and ii. All of the general and specific depth factors are addressed extremely well and applied in a very logical manner. <p>Bidder receives 100% of the available points for this element.</p>

The evaluation ruler applies to criteria R1, R2, R4 and R5.

TABLE C – RATED TECHNICAL EVALUATION CRITERIA

#	Title of Criterion	Submission Requirement	Total Points
R1	Proposed Solution	<p>The bidder should provide a high level description of its proposed solution as it relates to the requirements of the SOW.</p> <p>The bidder’s description should include the following, at a minimum:</p> <ul style="list-style-type: none"> a) Solution Architecture (Functional and Technical) <ul style="list-style-type: none"> i. Architecture diagram ii. Data Repository and Service Layer interoperability b) Integration of Delivery Partners components (if applicable) c) Solution Design Benefits <ul style="list-style-type: none"> i. Scalability and Capacity Management ii. Performance Management iii. Configuration and Change Management iv. Usability <p>The Evaluation Ruler will be applied based on addressing the following: Bidder addresses the applicable General Depth factors in addition to the Specific Depth Factors mentioned below:</p> <ul style="list-style-type: none"> a) Demonstrates the ability to meet the requirements in the SOW; b) Demonstrates how the architecture components address the technical and functional requirements and deliverables specified within the SOW and identify all pertinent and relevant Application, Data, Communication, Repository and Platform and Infrastructure components; and 	50 points

#	Title of Criterion	Submission Requirement	Total Points
		c) Describes how the proposed solution will interact with the EC Data Service Layer.	
R2	Implementation Plan	<p>The bidder should provide its draft Implementation plan for the implementation of Data collection and/or data entry into the COTS application and the pay calculator service solution including all services specified in the SOW.</p> <p>The Evaluation Ruler will be applied based on addressing the following: Bidder addresses applicable General Depth factors in addition to the Specific Depth Factors mentioned below:</p> <ul style="list-style-type: none"> a) Aligns with the respective elements of the Project Delivery Management requirements defined in the SOW; b) Planning demonstrates a structured approach, project control, appropriate schedule, timeframes, critical path and effective utilisation of resources; c) Demonstrates how the bidder will ensure Quality throughout Project Delivery; d) Demonstrates how the bidder’s planning addresses Project Delivery constraints in context of Elections Canada’s mandate; and e) Demonstrates effective stakeholder management including Elections Canada, the bidder’s partner(s) and subcontractor(s), if applicable. 	40 points
R3	Corporate Experience	<p>For the two project references submitted for M1, the bidder should demonstrate the following:</p> <p>Points will be awarded as follows:</p> <ul style="list-style-type: none"> a) Project included service desk providing all services in both official languages of Canada (English and French) at all times (Maximum 10 points) <ul style="list-style-type: none"> • Project 1 reference – 5 points • Project 2 reference – 5 points b) Project included application support <u>and</u> data security to the level specified in the SOW (Maximum 20 points) 	100 points

#	Title of Criterion	Submission Requirement	Total Points
		<ul style="list-style-type: none"> • Project 1 reference – 10 points • Project 2 reference – 10 points <p>c) Project included significant service demand (minimum of 8,000 workers with a minimum of 25% volume fluctuation) over a period of two to four months (Maximum 30 points)</p> <ul style="list-style-type: none"> • Project 1 reference – 15 points • Project 2 reference – 15 points <p>d) Project involved payroll processing activities similar to the requirements described in Annex A, Statement of Work (Maximum 30 points)</p> <ul style="list-style-type: none"> • Project 1 reference – 15 point • Project 2 reference – 15 point <p>e) Project was for a Federal public sector client (Maximum 10 points)</p> <ul style="list-style-type: none"> • Project 1 reference – 5 points • Project 2 reference – 5 points 	
R4	Service Management	<p>The bidder should provide its proposed service management approach describing how it will meet the service level requirements of the SOW.</p> <p>The Evaluation Ruler will be applied based on addressing the following: Bidder addresses the applicable General Depth factors in addition to the Specific Depth Factors</p> <ul style="list-style-type: none"> a) Demonstrates how it aligns with service requirements; b) Service approach illustrates key service components, responsibilities / level of participation of its different partners and how they are interlinked into an operational model aligns with the requirements; c) Demonstrates ability to support services during an event with fluctuating volumetric (e.g. general election, by-election, transitioning to non-event period); d) Demonstrates effective approach to provide service continuity; and 	40 points

#	Title of Criterion	Submission Requirement	Total Points
		e) Leverages practices that demonstrate continuous improvement.	
R5	Training Management	The bidder should provide its proposed training management approach describing how it will meet the training requirements of the SOW. The Evaluation Ruler will be applied based on addressing the following: Bidder addresses the applicable General Depth factors in addition to the Specific Depth Factors <ul style="list-style-type: none"> a) Training approach demonstrates how training will be delivered, key activities, methods and tools; and b) Training approach demonstrates effective and innovative use of technology to deliver training. 	20 points

Appendix C to Part 7 – Project Resource Template

Mandatory M1 Project Reference, Project #1		
Bidder Name	[Bidder to insert]	
If applicable, prime contractor for whom the bidder performed the work (if no lead contractor is indicated, the bidder is indicating that it performed the work directly for the Client)	[Bidder to insert]	
Client Identification	Project Title	[Bidder to insert]
	Client Name	[Bidder to insert]
	Client Address	[Bidder to insert]
	Client Contact Name	[Bidder to insert]
	Title	[Bidder to insert]
	Telephone Number	[Bidder to insert]
	E-mail Address	[Bidder to insert]
Project Duration (dd/mm/yyyy to dd/mm/yyyy)	[Bidder to insert]	
Project is Public Sector	<input type="checkbox"/> No <input type="checkbox"/> Yes	
Requirements for Project #1	Demonstration of Experience	
(a) Bidder was the lead and has demonstrated experience in the provision of payroll and workforce management services for personnel, hosted and supported by the bidder	[Bidder to insert]	
(b) Size: Minimum Contract Value of \$500,000 for work on project	[Bidder to insert]	
(c) Scope: 1. Pay and Related Payroll Services for	[Bidder to insert]	

Mandatory M1 Project Reference, Project #1	
<p>Workforce Management project including the complete payment lifecycle (e.g. net pay calculations, payroll/payment issuance, producing statement of earnings, remittances, etc.)</p> <ol style="list-style-type: none"> 2. Minimum project duration of 12 months within the last 5 years prior to the closing date of RFP 3. Integration with client infrastructure to provide a solution 4. Hardware and software used in solution are all field-proven technology (means “deployed” to clients) 5. Successful provision of second and third level support for hardware and software warranty and/or maintenance support services for at least 12 months 6. Successfully provided training services on the use and maintenance of the delivered solution 	
<p>(d) Complexity: The solution complexity involved:</p> <ol style="list-style-type: none"> 1. pay processing of single or multiple organizations 2. flexible to adapt to changing business rules and new legislation/regulations 3. provision of services in both official languages of Canada, namely, English and French 	<p>[Bidder to insert]</p>
<p>(e) Description of the work</p>	<p>[Bidder to insert]</p>

Mandatory M1 Project Reference, Project #1	
(f) Description of the integration of Delivery Partner(s) components (if applicable)	[Bidder to insert]

Mandatory M1 Project Reference, Project #2		
Bidder Name	[Bidder to insert]	
If applicable, prime contractor for whom the bidder performed the work (if no prime contractor is indicated, the bidder is indicating that it performed the work directly for the Client)	[Bidder to insert]	
Client Identification	Project Title	[Bidder to insert]
	Client Name	[Bidder to insert]
	Client Address	[Bidder to insert]
	Client Contact Name	[Bidder to insert]
	Title	[Bidder to insert]
	Telephone Number	[Bidder to insert]
	E-mail Address	[Bidder to insert]
Project Duration (dd/mm/yyyy to dd/mm/yyyy)	[Bidder to insert]	
Project is Public Sector	<input type="checkbox"/> No <input type="checkbox"/> Yes	
Requirements for Project #2	Demonstration of Experience	
(a) Bidder was the lead and has demonstrated experience in the provision of payroll and workforce management services for personnel, hosted and supported by the bidder	[Bidder to insert]	
(b) Size: Minimum Contract Value of \$500,000 for work on project	[Bidder to insert]	
(c) Scope: 1. Pay and Related Payroll Services project including the complete payment lifecycle (e.g. net pay calculations, payroll/payment)	[Bidder to insert]	

Mandatory M1 Project Reference, Project #2	
<p>issuance, producing statement of earnings, remittances, etc.)</p> <ol style="list-style-type: none"> 2. Minimum project duration of 12 months within the last 5 years prior to the closing date of RFP 3. Integration with client infrastructure to provide a solution 4. Hardware and software used in solution are all field-proven technology (means “deployed” to clients) 5. Successful provision of second and third level support for hardware and software warranty and/or maintenance support services for at least 12 months 6. Successfully provided training services on the use and maintenance of the delivered solution 	
<p>(d) Complexity: The solution complexity involved:</p> <ol style="list-style-type: none"> 1. pay processing of single or multiple organizations 2. flexible to adapt to changing business rules and new legislation/regulations 3. provision of services in both official languages of Canada, namely, English and French 	<p>[Bidder to insert]</p>
<p>(e) Description of the work</p>	<p>[Bidder to insert]</p>
<p>(f) Description of the integration of Delivery Partner(s) components (if applicable)</p>	<p>[Bidder to insert]</p>



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Part 8

Financial Evaluation Criteria

1. OVERVIEW

- 1.01. Part 8 outlines the evaluation methodology to be used in the evaluation of financial proposals received in response to this RFP. The evaluation methodology and basis of selection are structured to ensure a fair and consistent assessment of the solutions proposed by bidders.

2. FINANCIAL EVALUATION

- 2.01. Financial proposals will be evaluated by the Contracting Authority independently of the evaluation of the technical proposal.
- 2.02. Bidders must meet all of the mandatory financial criteria in order to be considered responsive. Failure to meet all mandatory financial criteria will result in the proposal being deemed non-responsive and it will be excluded from further consideration.
- 2.03. For the purposes of evaluation, the Contracting Authority will calculate the bidder's financial proposal using the bidder's proposed prices submitted per PART 8: Appendix A – Pricing Tables, and using a costing model with an estimated number for each item for the Term of the resulting contract and the Option period as specified in Part 8: Appendix B - Financial Evaluation Cost Model. The costing model will be applied to each bidder consistently.
- 2.04. The financial proposal will be scored and has a total maximum of 100 points.

3. BIDDER INSTRUCTIONS FOR FINANCIAL PROPOSAL

- 3.01. Blank Prices: Unless otherwise specified in the instructions, bidders are requested to insert **“\$0.00” for any item for which it does not intend to charge or for items that are already included** in other prices set out in the tables. If the bidder leaves any price blank, Elections Canada will treat the price as “\$0.00” for evaluation purposes and may request that the bidder confirm that the price is, in fact, \$0.00. No bidder will be permitted to add or change a price as part of this confirmation. Any bidder who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.
- 3.02. Bidders must identify all pricing information to meet the requirements of the RFP for the entire Term of the Contract and the Option periods.
- 3.03. Bidders are requested to detail any pricing assumptions.
- 3.04. Any and all costs associated with meeting the requirements detailed in this RFP, including any travel and living expenses incurred as a consequence of any relocation required to satisfy the terms of the Contract, are the responsibility of the bidder.

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- 3.05. The Proposal Pricing Tables must include all costs to provide the Work outlined in the Annex A – Statement of Work of the Contract for the initial Term of the Contract plus the Option period. Without limiting the generality of the foregoing and subject to Article 6 “Basis of Payment of Part 6 - Resulting Contract” is to be totally inclusive and shall include, for example, all necessary equipment, software, accessories, components, labour, materials, maintenance, overhead, profit, shipping, support, training, and travel and living expenses. All prices indicated in the Proposal Pricing Tables must be in Canadian Dollars. Include amounts representing Canadian custom duties and excise taxes where applicable, and exclude the applicable sales tax.
- 3.06. All information including volumes, durations or cost factors inserted in the Financial Evaluation Cost Model are only included for financial evaluation purposes and should in no way be construed as a commitment by Elections Canada to purchase according to the specified quantities or projected timetable.
- 3.07. Should there be an error in the extended pricing of the bidder’s proposal; Elections Canada shall seek clarification from the bidder.
- 3.08. Any errors in quantities in the bidder’s proposal, Elections Canada shall seek clarification from the bidder.
- 3.09. Existing Licenses: If Canada has existing licenses of the proposed software (in whole or in part), these existing licenses must not be considered as part of the proposed solution, nor as part of government furnished equipment. The license(s) to be granted under the resulting contract must not be conditional of Canada to renew these licenses or to maintain the licenses through software maintenance and support contracts.
- 3.10. The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

4. BIDDER’S BID EVALUATED PRICE

- 4.01. For evaluation purposes, a bidder’s Bid Evaluated Price will be calculated in accordance with the Financial Evaluation Cost Model attached as Part 8 – Appendix B.

5. FINANCIAL SCORE

- 5.01. The maximum points available for the financial proposal evaluation are 100 points out of the total of 350 points. (The technical proposal evaluation is allocated a maximum of 250 points.)

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- 5.02. The proposal with the lowest Bid Evaluated Price will be awarded 100 points. The remaining proposals will have their Bid Evaluated Prices prorated against the lowest Bid Evaluated Price. The following formula will be applied, and rounded to two decimal places:

$$\frac{\text{LOWEST BID EVALUATED PRICE X WEIGHT}}{\text{BIDDER'S BID EVALUATED PRICE OR BEP}}$$

- 5.03. Example: Bidder Financial Score

In the example below, \$50 is the Lowest Bid Evaluated Price and the total points available for the financial evaluation are 100 points.

Bidder 1: BEP = \$60; $(50*100)/60 = 83.33$ points

Bidder 2: BEP = \$55; $(50*100)/55 = 90.90$ points

Bidder 3: BEP = \$50; $(50*100)/50 = 100$ points

A bidder's Financial Score will be added to the bidder's Technical Score to determine the bidder's combined evaluation score. See **Part 4 Evaluation Procedures and Basis of Selection.**

Part 8: Appendix A – Pricing Tables

- 1.01. **Bidders must include the following pricing information for all deliverables in Canadian currency.**
- 1.02. Part 8 outlines the evaluation methodology to be used in the evaluation of financial proposals received in response to this RFP. The evaluation methodology and basis of selection are structured to ensure a fair and consistent assessment of the solutions proposed by bidders.
- 1.03. The bidder must not make any assumptions which have not been validated by the Contracting Authority prior to the Bid Closing Date. The bidder must refer to Part 3 - Bid Preparation Instructions.
- 1.04. The bidder must complete Pricing Tables 1 to 5 of this Appendix A and submit the completed tables with its financial proposal. A Word version of Pricing Tables 1 to 5 will be provided by the Contracting Authority, upon the bidder’s request. The bidder should make its request by email to the Contracting Authority. The bidder must request a Word version of the Pricing Tables in sufficient time to submit its proposal by the closing date of the RFP. Elections Canada will not extend the RFP closing date as a result of this requirement.
- 1.05. Bidders are to complete the cells highlighted in yellow in Tables 1 to 5 inclusive.
- 1.06. **Note to Bidders:** If Canada have existing licenses of the proposed software (in whole or in part), these existing licenses must not be considered as part of the proposed solution, nor as part of government furnished assets. The license(s) to be granted under any resulting contract must not be conditional of Canada to renew these licenses or to maintain the licenses through software maintenance and support.

Pricing Tables

TABLE 1A LICENSED SOFTWARE ALL INCLUSIVE FIRM PRICE PER USER (CAD)			
<i>Payment Processing Support Users</i>	Contract Period	Option Period 1	Option Period 2
Volumes 1 to 50			
<i>Self-Service Users</i>			
Volumes 1 to 1,000			
Volumes 1,001 to 25,000			
Volumes 25,001 to 150,000			
Volumes 150,001 to 350,000			
Note to Bidders:			
Note 1: Firm prices for each specified volume range for User licenses for the Term of the Contract and Option periods for the proposed COTS Software to meet the requirements in Annex A - Statement of Work.			

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Note 2: The User volumes will be tracked on a monthly basis by the Contractor to calculate the monthly amount for payment to the Contractor in accordance with Article 6, Contract Price.

TABLE 1B LICENSED SOFTWARE MAINTENANCE SUPPORT ALL INCLUSIVE FIRM PRICE PER USER (CAD)			
<i>Per User Maintenance Support Services in accordance with Annex A - Statement of Work.</i>			
Payment Processing Support Users	Contract Period	Option Period 1	Option Period 2
Volumes 1 to 50			
Self-Service Users			
Volumes 1 to 1,000			
Volumes 1,001 to 25,000			
Volumes 25,001 to 150,000			
Volumes 150,001 to 350,000			
<p>Note to Bidders:</p> <p>Note 3: Firm prices for each specified volume range for User licenses for the Term of the Contract and Option periods for the proposed COTS Software to meet the requirements in Annex A - Statement of Work.</p> <p>Note 4: The User volumes will be tracked on a monthly basis by the Contractor to calculate the monthly amount for payment to the Contractor in accordance with Article 6, Contract Price.</p> <p>Note 5: In order to provide for a common termination date with the Maintenance and Support Services of the Licensed Software to Users requested part way through a Software Support Period, Elections Canada will pay an amount based on the applicable Maintenance and Support Annual Price divided by 365 and multiplied by the number of days remaining to the common Software Support Period termination date. For the Maintenance and Support for subsequent years, Elections Canada will apply the full Maintenance and Support Price stated in the next line item.</p> <p>Note 6: Bidders who bundle the prices of the License Software with the prices of the Maintenance and Support Services and by providing pricing at \$0.00 for Maintenance and Support Services will be declared non-responsive.</p>			

TABLE 2 EXTENDED HOURS TO ACCESS MAINTENANCE AND SUPPORT SERVICES ANNUAL ALL INCLUSIVE FIRM PRICE (CAD)			
	Column 1 Option 1	Column 2 Option 2	Column 3 Option 3
Per Payment Processing Support User for the reporting year (Year with GE or Referendum and By-Elections) for <u>Initial Contract Period</u> in accordance with Annex A - Statement of Work and Appendix B, section 1	\$	\$	\$
Per Self-Service User for the reporting year (Year with GE or Referendum and By-Elections) for <u>Initial Contract Period</u> in accordance with Annex A - Statement of Work and Appendix B, section 1	\$	\$	\$

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TABLE 2 EXTENDED HOURS TO ACCESS MAINTENANCE AND SUPPORT SERVICES ANNUAL ALL INCLUSIVE FIRM PRICE (CAD)			
	Column 1 Option 1	Column 2 Option 2	Column 3 Option 3
Per Payment Processing Support User for the reporting year (Year without GE or Referendum but with By-Elections) for <u>Initial Contract Period</u> in accordance with Annex A - Statement of Work and Appendix B, section 1	\$	\$	\$
Per Self-Serve User for the reporting year (Year without GE or Referendum but with By-Elections) for <u>Initial Contract Period</u> in accordance with Annex A - Statement of Work and Appendix B, section 1	\$	\$	\$
Per Payment Processing Support User for the reporting year (Year with GE or Referendum and By-Elections) for <u>First Option Period</u> in accordance with Annex A - Statement of Work and Appendix B, section 1	\$	\$	\$
Per Self-Serve User for the reporting year (Year with GE or Referendum and By-Elections) for <u>First Option Period</u> in accordance with Annex A - Statement of Work and Appendix B, section 1	\$	\$	\$
Per Payment Processing Support User for the reporting year (Year without GE or Referendum but with By-Elections) for <u>First Option Period</u> in accordance with Annex A - Statement of Work and Appendix B, section 1	\$	\$	\$
Per Self-Serve User for the reporting year (Year without GE or Referendum but with By-Elections) for <u>First Option Period</u> in accordance with Annex A - Statement of Work and Appendix B, section 1	\$	\$	\$
Per Payment Processing	\$	\$	\$

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TABLE 2 EXTENDED HOURS TO ACCESS MAINTENANCE AND SUPPORT SERVICES ANNUAL ALL INCLUSIVE FIRM PRICE (CAD)			
	Column 1 Option 1	Column 2 Option 2	Column 3 Option 3
Support User for the reporting year (Year with GE or Referendum and By-Elections) for <u>Second Option Period</u> in accordance with Annex A - Statement of Work and Appendix B, section 1			
Per Self-Service User for the reporting year (Year with GE or Referendum and By-Elections) for <u>Second Option Period</u> in accordance with Annex A - Statement of Work and Appendix B, section 1	\$	\$	\$
Per Payment Processing Support User for the reporting year (Year without GE or Referendum but with By-Elections) for <u>Second Option Period</u> in accordance with Annex A - Statement of Work and Appendix B, section 1	\$	\$	\$
Per Self-Service User for the reporting year (Year without GE or Referendum but with By-Elections) for <u>Second Option Period</u> in accordance with Annex A - Statement of Work and Appendix B, section 1	\$	\$	\$
Note to Bidders:			
<p>Note 7: The prices must <u>not</u> include the mandatory core hours outlined in Annex A – Statement of Work, Appendix B, section 1, <i>Standard Operating Hours</i>, excluding Canadian Statutory holidays. It is agreed and understood by the bidder that the price for these mandatory core hours are included in the prices of the Maintenance and Support Services within Tables 1B.</p> <p>Note 8: The increase in price for each extension must be mutually exclusive.</p>			

TABLE 3 DELIVERY AND SUPPORT SERVICES ALL INCLUSIVE FIRM PRICES (CAD)			
Description	Contract Period	Option Period 1	Option Period 2
Delivery of Final Implementation Plan and Training Plan in accordance with Annex A – Statement of Work and Appendix A	Firm Lot Price	N/A	N/A
	\$		
Set-up, Transition and Testing in accordance with Annex A - Statement of Work and Appendix A	Firm Lot Price	N/A	N/A
	\$		

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TABLE 3 DELIVERY AND SUPPORT SERVICES ALL INCLUSIVE FIRM PRICES (CAD)			
Description	Contract Period	Option Period 1	Option Period 2
Service Desk Support during a year with General Election or Referendum and By-Elections in accordance with Annex A – Statement of Work and Appendix B	Firm Price per Event	Firm Price per Event	Firm Price per Event
	\$	\$	\$
Service Desk Support during a year without General Election or Referendum but with By-Elections in accordance with Annex A – Statement of Work and Appendix B	Firm Price per Event	Firm Price per Event	Firm Price per Event
	\$	\$	\$
Training Courses in accordance with Annex A – Statement of Work and Appendix A <i>(See Notes 9 to 13 in this table)</i>	Firm Price per Course	Firm Price per Course	Firm Price per Course
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
<p>Note to Bidders:</p> <p>For Training Courses:</p> <p>Note 9: Bidders to list <u>All</u> User courses necessary to meet Pay Services requirements of the Statement of Work. Courses may be broken down based on user type.</p> <p>Note 10: Proposed prices must be in accordance with Notes 11, 12 and 13 in this table.</p> <p>Note 11: Trainer at Elections Canada Supplied Environment: The bidder must propose prices which include the cost of each of Elections Canada’s Users being fully trained on all the functionality included in the Licensed Software associated with his/her field of duties as well as the cost of course materials, workbooks, instructor, and software. The proposed prices must also be based on Elections Canada providing facilities within the National Capital Region.</p> <p>Note 12: Trainer at Contractor Supplied Environment: The bidder must propose prices which include the cost of each of Elections Canada’s Users being fully trained on all the functionality included in the Licensed Software associated with his/her duties. The proposed prices must be based on bidder providing facilities within the National Capital Region, course materials, workbooks, instructor, and software.</p> <p>Note 13: The bidder must also propose prices which include the cost of a train-the-trainer approach for Elections Canada to train its user-base on the Self-Service component of its solution. The bidder’s proposed prices must include the cost of each of Elections Canada’s Users being fully trained on all the required functionality to support the Self-Service component of its solution included in the Licensed Software. The prices must be based on Elections Canada providing facilities within the National Capital Region and the bidder providing train-the-trainer course materials, workbooks, instructor, and software.</p>			

TABLE 4 PAY SERVICES DELIVERABLES ALL INCLUSIVE FIRM UNIT PRICES (CAD)			
Description	Initial Contract Period	Option Period 1	Option Period 2
Pay Services for Permanently Active Electoral Workers (ELECTION ADMINISTRATORS) in accordance with Annex A – Statement of Work, sections 4 and 5, Appendix B and Appendix C			

Pay and Related Payroll Services for Workforce Management of Field Personnel

TABLE 4 PAY SERVICES DELIVERABLES ALL INCLUSIVE FIRM UNIT PRICES (CAD)			
Description	Initial Contract Period	Option Period 1	Option Period 2
Per Pay Stub	\$	\$	\$
Per Record of Employment (ROE)	\$	\$	\$
Per T4/T4A	\$	\$	\$
Per Relevé1	\$	\$	\$
Per T2200	\$	\$	\$
Pay Services for Temporary Electoral Workers (FIELD WORKERS) in accordance with Annex A – Statement of Work, sections 4 and 5, Appendix B and Appendix C			
Per Pay Stub	\$	\$	\$
Per Record of Employment (ROE)	\$	\$	\$
Per T4/T4A	\$	\$	\$
Per Relevé1	\$	\$	\$
Pay Services Management in accordance with Annex A – Statement of Work, sections 4 and 5, Appendix B and Appendix C			
Per Pay Run Processing	\$	\$	\$
Per Setting Up of Pay List (Initial and Yearly Roll-Over)	\$	\$	\$
Per Filing for T4/T4A/RL1 and detailed breakdown of statutory deductions by worker	\$	\$	\$
Per Report (<i>Bidder to list reports. See Note 14 in this table.</i>)	\$	\$	\$
Per Diem Rate for professional services to develop custom report	\$	\$	\$
Per Diem Rate for professional services to develop corrective scripts	\$	\$	\$
Optional Services in accordance with Annex A – Statement of Work and Appendix B			
Mailing cheques, statement of earnings (e.g. pay stub, T4/T4A/RL1, etc) and statutory reporting: Record of Employment to election administrators and field workers on behalf of EC.	\$	\$	\$
Note to Bidders:			
Note 14: The bidder must list reports by type and propose a firm lot price for each report type.			

TABLE 5 CHANGE MANAGEMENT ALL-INCLUSIVE FIRM PER DIEM RATES			
Work Stages in Life Cycle Development	Contract Period	Option Period 1	Option Period 2
Project Management	\$	\$	\$
Definition	\$	\$	\$
Design	\$	\$	\$
Development	\$	\$	\$
Testing	\$	\$	\$
Implementation	\$	\$	\$
Note to Bidders :			
Note 15: The bidder must provide firm, all-inclusive firm per diem rates for the various work stages in the System Development Lifecycle (SDLC).			

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Note 16: For Task Authorizations, the firm per diem rates shall be used to calculate pricing for delivery and implementation Work relating to change management initiatives in accordance with Annex A – Statement of Work, Appendix B, section 4.0.

Note 17: The all-inclusive per diem rates proposed for the option periods must not be less than the rates for the previous contract period.

Note 18: The per diem rate must be “all inclusive” except for applicable taxes and any travel expenses on project business outside the National Capital Region (NCR) (that is pre-approved by the Technical Authority). Charges for expenses which are normally incurred in the provision of services, such as, labour for conducting negotiations and providing estimates, resolving contract disputes, tracking time sheets, monthly invoicing, facsimile, copying/printing charges, office supplies, courier, long distance telephone charges, travel from a personal residence to EC’s site in the NCR, local travel and other related expenses, MUST be included in the rates and will not be permitted as additional charges to the contract.

Note 19: Per Diem Rate – The daily rate is based on 7.5 hours exclusive of meal and breaks.

Note 20: System Development Life Cycle (SDLC) Definitions

Project Management: Planning executing the delivery of the overall solution by developing project implementation plan, project schedule, associated level of effort and tasks including the management of risks and issues.

Definition: Conduct a preliminary analysis, propose detailed solutions, describe costs and benefits, objectives, nature, scope including functions and operation of the intended change and submit a preliminary plan.

Design: Develops and describes how the solution will operate, desired hardware, software, databases, infrastructure, features and operations in detail, including interfaces, forms, reports, file layouts, screen layouts, business rules, process diagrams, pseudocode and other documentation.

Development: Configuration work and/or Customization.

Integration and testing: Testing activities including bringing all the pieces together into a special testing environment to check for errors, bugs and interoperability. This includes UAT, ESI and Simulation testing.

Implementation (Acceptance, installation, deployment): The final stage of initial development, where the proposed system design is put into production (including pilots) and runs actual business.

PART 8: Appendix B - Financial Evaluation Cost Model

[Note to Bidders]

The Contracting Authority will complete the following Tables B1 to B3 for each bidder using the proposed prices submitted by the bidder in accordance with Part 8: Appendix A – Pricing Tables 1 to 5 inclusive. Bidders are not to complete Tables B1 to B3.

1. CALCULATION OF BIDDER’S BID EVALUATED PRICE

1.01. All information including volumes, durations or cost factors inserted in the Financial Cost Evaluation Model are only included for financial evaluation purposes and should in no way be construed as a commitment by Elections Canada to purchase according to the specified quantities or projected timetable.

TABLE B1				
BID EVALUATED PRICE				
Item No.	Description	Quantity	Bidder’s Price	Extended Price (Bidder’s Price x Quantity)
1.0 User Licenses				
1.1	<i>Payment Processing Support Users Licenses for Initial Contract Period</i> (ref: Part 8 Appendix A - Table 1A)	50 Users	\$	\$
1.2	<i>Payment Processing Support Users Licenses for Option Period 1</i> (ref: Part 8 Appendix A - Table 1A)	50 Users	\$	\$
1.3	<i>Payment Processing Support Users Licenses for Option Period 2</i> (ref: Part 8 Appendix A - Table 1A)	50 Users	\$	\$
1.4	<i>Self-Service Users Licenses for Initial Contract Period</i> (ref: Part 8 Appendix A - Table 1A)			
a)	User Volumes	1,000	\$	\$
b)	User Volumes	25,000	\$	\$
c)	User Volumes	100,000	\$	\$
d)	User Volumes	200,000	\$	\$
1.5	<i>Self-Service Users Licenses for Option Period 1</i> (ref: Part 8 Appendix A - Table 1A)			
a)	User Volumes	1,000	\$	\$
b)	User Volumes	25,000	\$	\$
c)	User Volumes	100,000	\$	\$
d)	User Volumes	200,000	\$	\$
1.6	<i>Self-Service Users Licenses for Option Period 2</i> (ref: Part 8 Appendix A - Table 1A)			
a)	User Volumes	1,000	\$	\$
b)	User Volumes	25,000	\$	\$
c)	User Volumes	100,000	\$	\$
d)	User Volumes	200,000	\$	\$
2.0 Maintenance and Support				

TABLE B1

BID EVALUATED PRICE

Item No.	Description	Quantity	Bidder's Price	Extended Price (Bidder's Price x Quantity)
2.1 Payment Processing Support Users				
2.1.1	Maintenance and Support (ref: Part 8 Appendix A - Table 1B)			
a)	User Volumes <u>Initial Contract Period</u>	50	\$	\$
b)	User Volumes <u>Option Period 1</u>	50	\$	\$
c)	User Volumes <u>Option Period 2</u>	50	\$	\$
2.2 Self-Service Users				
2.2.1	Maintenance and Support for <u>Initial Contract Period</u> (ref: Part 8 Appendix A - Table 1B)			
a)	User Volumes	1,000	\$	\$
b)	User Volumes	25,000	\$	\$
c)	User Volumes	100,000	\$	\$
d)	User Volumes	200,000	\$	\$
2.2.2	Maintenance and Support for <u>Option Period 1</u> (ref: Part 8 Appendix A - Table 1B)			
a)	User Volumes	1,000	\$	\$
b)	User Volumes	25,000	\$	\$
c)	User Volumes	100,000	\$	\$
d)	User Volumes	200,000	\$	\$
2.2.3	Maintenance and Support for <u>Option Period 2</u> (ref: Part 8 Appendix A - Table 1B)			
a)	User Volumes	1,000	\$	\$
b)	User Volumes	25,000	\$	\$
c)	User Volumes	100,000	\$	\$
d)	User Volumes	200,000	\$	\$
3.0 Extended Maintenance and Support				
3.1	Total price for the Extended Maintenance and Support Services (ref: Part 8 Appendix A - Table 2) during <u>Initial Contract Period</u> using one installation with quantity 50 Payment Processing Support Users for each time-period stated in Columns #1, #2 and #3	Lot	\$	\$
3.2	Total price for the Extended Maintenance and Support Services (ref: Part 8 Appendix A - Table 2) during <u>Initial Contract Period</u> using one installation with quantity 1000 Self-Service Users for each time-period stated in Columns #1, #2, and #3	Lot	\$	\$
3.3	Total price for the Extended Maintenance and Support Services (ref: Part 8 Appendix A - Table 2) during <u>Option Period 1</u> using one installation with quantity 50 Payment Processing Support Users for each time-period stated in Columns #1,	Lot	\$	\$

TABLE B1

BID EVALUATED PRICE

Item No.	Description	Quantity	Bidder's Price	Extended Price (Bidder's Price x Quantity)
	#2, and #3			
3.4	Total price for the Extended Maintenance and Support Services (ref: Part 8 Appendix A - Table 2) during <u>Option Period 1</u> using one installation with quantity 1000 Self-Service Users for each time-period stated in Columns #1, #2, and #3	Lot	\$	\$
3.5	Total price for the Extended Maintenance and Support Services (ref: Part 8 Appendix A - Table 2) during <u>Option Period 2</u> using one installation with quantity 50 Payment Processing Support Users for each time-period stated in Columns #1, #2, and #3	Lot	\$	\$
3.6	Total price for the Extended Maintenance and Support Services (ref: Part 8 Appendix A - Table 2) during <u>Option Period 2</u> using one installation with quantity 1000 Self-Service Users for each time-period stated in Columns #1, #2, and #3	Lot	\$	\$
4.0 Project Delivery				
4.1	Final Implementation Plan and Training Plan (ref: Part 8 Appendix A – Table 3)	Lot	\$	\$
4.2	Design, Set-up, Transition and Testing (ref: Part 8 Appendix A – Table 3)	Lot	\$	\$
5.0 Service Desk				
5.1	Service Desk Support during a year with General Election or Referendum and By-Elections for <u>Initial Contract Period</u> in accordance with Annex A – Statement of Work and Appendix B (ref: Part 8 Appendix A – Table 3)	4 Events	\$	\$
5.2	Service Desk Support during a year without General Election or Referendum but with By-Elections for <u>Initial Contract Period</u> in accordance with Annex A – Statement of Work and Appendix B	8 Events	\$	\$
5.3	Service Desk Support during a year with General Election or Referendum and By-Elections for <u>Option Period 1</u> in accordance with Annex A – Statement of Work and Appendix B (ref: Part 8 Appendix A – Table 3)	4 Events	\$	\$
5.4	Service Desk Support during a year without General Election or Referendum but with By-	8 Events	\$	\$

TABLE B1**BID EVALUATED PRICE**

Item No.	Description	Quantity	Bidder's Price	Extended Price (Bidder's Price x Quantity)
	Elections for <u>Option Period 1</u> in accordance with Annex A – Statement of Work and Appendix B (ref: Part 8 Appendix A – Table 3)			
5.5	Service Desk Support during a year with General Election or Referendum and By-Elections for <u>Option Period 2</u> in accordance with Annex A – Statement of Work and Appendix B (ref: Part 8 Appendix A – Table 3)	4 Events	\$	\$
5.6	Service Desk Support during a year without General Election or Referendum but with By-Elections for <u>Option Period 2</u> in accordance with Annex A – Statement of Work and Appendix B (ref: Part 8 Appendix A – Table 3)	8 Events	\$	\$
6.0 Training				
6.1	Total price for Training Courses for <u>Initial Contract Period</u> (ref: Part 8 Appendix A – Table 3)	All Courses	\$	\$
6.2	Total price for Training Courses for <u>Option Period 1</u> (ref: Part 8 Appendix A – Table 3)	All Courses	\$	\$
6.3	Total price for Training Courses for <u>Option Period 2</u> (ref: Part 8 Appendix A – Table 3)	All Courses	\$	\$
7.0 Pay Services				
7.1	Pay Services Evaluated Price (ref: Part 8 Appendix A - Table 4 and ref: Part 8 Appendix B – Table B2)	Lot	Total from Table B2 below	\$
8.0 Change Management				
8.1	Change Management Evaluated Price (ref: Part 8 Appendix A - Table 5 and Part 8 Appendix B – Table B3)	Lot	Total from Table B3 below	\$
TABLE B1 Evaluated Price				\$

2. CALCULATION OF PAY SERVICES EVALUATED PRICE

2.01. The Pay Services Evaluated Price will be the sum of all the Totals from Table B2.

TABLE B2**PAY SERVICES DELIVERABLES
ALL INCLUSIVE FIRM UNIT PRICES (CAD)**

Description	Initial Contract Period Bidder's Price		Option Period 1 Bidder's Price		Option Period 2 Bidder's Price	
	Qty	Total	Qty	Total	Qty	Total

Pay and Related Payroll Services for Workforce Management of Field Personnel

TABLE B2 PAY SERVICES DELIVERABLES ALL INCLUSIVE FIRM UNIT PRICES (CAD)									
Description	Initial Contract Period Bidder's Price	Qty	Total	Option Period 1 Bidder's Price	Qty	Total	Option Period 2 Bidder's Price	Qty	Total
Pay Services for Permanently Active Electoral Workers (ELECTION ADMINISTRATORS) in accordance with Annex A – Statement of Work, sections 4 and 5, Appendix B and Appendix C									
Per Pay Stub		60,000			6,000			54,000	
Per Record of Employment (ROE)		400			40			360	
Per T4/T4A		3,000			300			2,700	
Per Relevé1		175			20			150	
Per T2200		500			250			250	
Pay Services for Temporary Electoral Workers (FIELD WORKERS) in accordance with Annex A – Statement of Work, sections 4 and 5, Appendix B and Appendix C									
Per Pay Stub		600,000			6,000			540,000	
Per Record of Employment (ROE)		285,000			28,500			26,000	
Per T4/T4A		335,000			33,500			302,000	
Per Relevé1		75,000			38,000			38,000	
Pay Services Management in accordance with Annex A – Statement of Work, sections 4 and 5, Appendix B and Appendix C									
Per Pay Run Processing		250			125			250	
Per Setting Up of Pay List (Initial and Yearly Roll-Over)		20			10			10	
Per Filing for T4/T4A/RL1 and detailed breakdown of statutory deductions by worker		413,175			71,820			342,850	
Total price for ALL Reports (ref: Part 8 Appendix A, Table 4)		1,250			750			1,250	
Per Diem Rate for professional services to develop custom report		10			5			10	
Per Diem Rate for professional services to develop corrective scripts		10			5			10	
Optional Services for Pay Services Management in accordance with Annex A – Statement of Work and Appendix B									
Mailing cheques, direct deposit information, statement of earnings (e.g. pay stub, T4/RL1, etc.) and statutory reporting: Record of Employment to field workers on behalf of EC.		1.35M			112K			963K	

3. CALCULATION OF CHANGE MANAGEMENT EVALUATED PRICE

TABLE B3 CHANGE MANAGEMENT EVALUATED PRICE					
Work Stages in Life Cycle Development	Firm Per Diem Rates (Table 5) Contract Period (A)	Firm Per Diem Rates (Table 5) Option Period 1 (B)	Firm Per Diem Rates (Table 5) Option Period 2 (C)	Average Firm Per Diem Rates $F=(A+B+C)/3$	Weighted Average Per Diem Rates $G=F(x) \times W(x)$

TABLE B3 CHANGE MANAGEMENT EVALUATED PRICE					
Work Stages in Life Cycle Development	Firm Per Diem Rates (Table 5) Contract Period (A)	Firm Per Diem Rates (Table 5) Option Period 1 (B)	Firm Per Diem Rates (Table 5) Option Period 2 (C)	Average Firm Per Diem Rates F=(A+B+C)/3	Weighted Average Per Diem Rates G=F(x) X W(x)
Project Management	\$	\$	\$	F1	G1
Definition	\$	\$	\$	F2	G2
Design	\$	\$	\$	F3	G3
Development	\$	\$	\$	F4	G4
Testing	\$	\$	\$	F5	G5
Implementation	\$	\$	\$	F6	G6
TABLE B3 Evaluated Price Change Management: G1+G2+G3+G4+G5+G6 \$ _____					

For financial evaluation purposes, each work stage will be weighted according to the estimated level of effort specified below:

- Project Management (W1) = 5%
- Definition (W2) = 15%
- Design (W3) = 20%
- Development (W4) = 40%
- Testing (W5) = 15%
- Implementation (W6) = 5%

Below is an example of the above calculations:

- Project Management (F1) \$1800 X (W1) 5% = (G1) \$ 90
- Definition (F2) \$1200 X (W2) 15% = (G2) \$ 180
- Design (F3) \$1000 X (W3) 20% = (G3) \$ 200
- Development (F4) \$ 800 X (W4) 40% = (G4) \$ 320
- Testing (F5) \$ 600 X (W5) 15% = (G5) \$ 90
- Implementation (F6) \$ 600 X (W6) 5% = (G6) \$ 30

Total Evaluated Price for Change Management: \$ 910.00/Day

Pay and Related Payroll Services for Workforce Management of Field Personnel

PART 9

Certificates

Certificates

1. Independent Proposal

1.1. I, the undersigned, on behalf of _____ [insert name of Bidder] (the “Bidder”) in submitting the accompanying proposal (the “proposal”) to Elections Canada for the Pay and Related Payroll Services for Workforce Management of Field Personnel hereby make the following statements, that I certify to be true and complete in every respect:

- (a) I have read and I understand the contents of this Certificate;
- (b) I understand that the proposal will be disqualified if this Certificate is found not to be true and complete in every respect;
- (c) I am authorized by the Bidder to sign this Certificate, and to submit the proposal, on behalf of the Bidder;
- (d) each person whose signature appears on the proposal has been authorized by the Bidder to determine the terms of, and to sign, the proposal, on behalf of the Bidder;
- (e) for the purpose of this Certificate and the proposal. I understand that the word “competitor” shall include any individual or organization, other than the Bidder, whether or not an Affiliate of the Bidder, who:
 - i. has been requested to submit a proposal in response to the request for proposal;
 - ii. could potentially submit a proposal in response to the request for proposal, based on their qualification, abilities or experience;
- (f) the Bidder disclosed that (check one of the following, as applicable):
 - i. the Bidder has arrived at the proposal independently from, and without consultation, communication, agreement or arrangement with, any competitor;

OR

- ii. the Bidder has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this call for proposals, and the Bidder disclosed, in the attached documents (s) complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultation, communications, agreements or arrangements.

- (g) in particular, without limiting the generality of subparagraphs (f)i. or (f)ii. above, there has been no consultation, communications, agreement or arrangement with any competitor regarding:
- i. prices
 - ii. methods, factors or formulas used to calculate prices;
 - iii. the intention or decisions to submit, or not to submit, a proposal; or
 - iv. the submission of a proposal which does not meet the specifications of the call for proposals;
- except as specifically disclosed pursuant to subparagraph (f)ii. above:
- (h) in addition, there has been no consultation, communications, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the products or services to which this call for proposals relates, except as specially authorized by the Contracting Authority or as specifically disclosed pursuant to subparagraph (f)ii. above;
- (i) the terms of the proposal have not been, and will not be, knowingly disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official proposal opening, or of the awarding of the contract, whichever comes first, unless otherwise required by law or as specially disclosed pursuant to subparagraph (f)ii. above.

2. Federal Contractors Program

- 2.1. The Federal Contractors Program for employment equity is intended to address employment disadvantage for the four designated groups: women, Aboriginal peoples, persons with disabilities and members of visible minorities. Further information is available on the Human Resources and Skills Development Canada (HRSDC) Website.
- 2.2. The Bidder certifies as follows (check only one of the following):
- (a) it does not have a work force in Canada;
 - (b) it is a public sector employer;
 - (c) it is a [federally regulated employer](#) being subject to the *Employment Equity Act*;
 - (d) it has a combined work force in Canada of less than 100 employees. A combined work force includes: permanent full-time, permanent part-time and temporary employees. Temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students;
 - (e) it has a combined workforce in Canada of 100 or more employees; and

- i. it already has a valid and current Agreement to Implement Employment Equity (AIEE) in place with HRSDC-Labour.

OR

- ii. it has submitted the Agreement to Implement Employment Equity (LAB1168) to HRSDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to HRSDC-Labour.

2.3. The Bidder further certifies as follows (check only one of the following):

- (a) it is not a joint venture;

OR

- (b) it is a joint venture. In the event that the Bidder is a joint venture, each member of the joint venture must provide the Contracting Authority with a certificate containing the certification set-out in Section 2.2 of this Certificate.

3. Former Public Servant

[Note to the Bidders]

To identify any bidder who may be a former public servant:

- (a) for approval purposes when the successful bidder is a former public servant in receipt of a pension paid under the Public Service Superannuation Act;
- (b) for the application of the \$5,000 contract fee limit when the successful bidder is a former public servant, including former members of the Canadian Forces and the Royal Canadian Mounted Police, in receipt of a lump sum payment pursuant to a work force reduction program; and
- (c) to advise the successful bidder that the published proactive disclosure reports will include information to indicate if the successful bidder is a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension.

3.1. Contracts with former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny and reflect fairness in the spending of public funds. In order

to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below.

3.2. For the purposes of this clause,

“former public servant” is any former member of a department as defined in the *Financial Administration Act*, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

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

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

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

3.3. Is the Bidder a FPS in receipt of a pension as defined above? **YES** **NO**

If yes, the Bidder must provide the following information:

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

By providing this information, Bidders agree that the successful Bidder’s status, with respect to

being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

- 3.4. Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **YES** **NO**

If yes, the Bidder must provide the following information:

- (a) name of former public servant;
 - (b) conditions of the lump sum payment incentive;
 - (c) date of termination of employment;
 - (d) amount of lump sum payment;
 - (e) rate of pay on which lump sum payment is based;
 - (f) period of lump sum payment including start date, end date and number of weeks;
 - (g) number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.
- 3.5. For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.
- 3.6. By submitting a proposal, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

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

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

5. Bidder Certifies that All Software is “Off-the-Shelf”

- 5.1. Any software to meet this requirement must be “off-the-shelf” (unless *otherwise stated in this solicitation*), meaning that each item of software is commercially available and requires no further research or development and is part of an existing product line with a field proven operational history (that is, it has not simply been tested in a laboratory or experimental environment). If any of the software is a fully compatible extension of a field-proven product line, it must have been publicly announced on or before the RFP closing date. By submitting a proposal, the Bidder is certifying that all the software is off-the-shelf.

6. Software Publisher Certification and Software Publisher Authorization

- 6.1. If the Bidder is the Software Publisher for any of the proprietary software component(s) it bids, Elections Canada requires that the Bidder confirm in writing that it is the Software Publisher. Bidders are requested to use the Software Publisher Certification Form below. Although all the contents of the Software Publisher Certification Form are required, using the form itself to provide this information is not mandatory. For Bidders who use an alternate form, it is in Elections Canada’s sole discretion to determine whether all the required information has been provided. Alterations to the statements in the form may result in the proposal being declared non-responsive.
- 6.2. Any Bidder that is not the Software Publisher of all the proprietary software products or components proposed as part of its proposal is required to submit proof of the Software Publisher’s authorization, which must be signed by the Software Publisher (not the Bidder). No Contract will be awarded to a Bidder who is not the Software Publisher of all of the proprietary Software it proposes to supply to Elections Canada, unless proof of this authorization has been provided to Elections Canada. If the proprietary Software proposed by the Bidder originates with multiple Software Publishers, authorization is required from each Software Publisher. Bidders are requested to use the Software Publisher Authorization Form included below. Although all the contents of the Software Publisher Authorization Form are required, using the form itself to provide this information is not mandatory. For Bidders and Software Publishers who use an alternate form, it is in Elections Canada’s sole discretion to determine whether all the required information has been provided. Alterations to the statements in the form may result in the proposal being declared non-responsive.
- 6.3. In this solicitation, “Software Publisher” means the owner of the copyright in any Software included in the proposal, who has the right to license (and authorize others to license/sub-license) its software products.

7. General

- 7.1. This certification shall be true and correct throughout the term of the Contract with the same force and effect as if continuously made throughout the term of the Contract.

- 7.2. Furthermore, the Bidder acknowledges that Elections Canada shall rely on this certification to award the Contract. Should the Bidder fail to comply with this certification or in the event that verification or inspection by Elections Canada discloses a misrepresentation on the part of the Bidder, Elections Canada shall have the right to treat any contract resulting from this proposal as being in default and to terminate it pursuant to the default provisions of the Contract.

Signature of the Authorized Representative of Bidder

Date

Print Name of Authorized Representative of Bidder:

Print Title of Authorized Representative of Bidder:

Annex A

Software Publisher Certification Form

(to be used where the Bidder itself is the Software Publisher)

SOLICITATION # _____

The Bidder certifies that it is the Software Publisher of all the following software products and components and that it has all the rights necessary to license them (and any non-proprietary sub-components incorporated into the Software) on a royalty-free basis to Elections Canada:

Name of the Bidder: _____

Signature of authorized signatory of the Bidder: _____

Print Name of authorized signatory of the Bidder: _____

Title of the authorized signatory of the Bidder: _____

Telephone Number: _____

[bidders should add or remove lines as needed]

Software Publisher Authorization Form

(to be used where the Bidder is not the Software Publisher)

This confirms that the Software Publisher identified below has authorized the Bidder named below to license its proprietary software products under any contract resulting from the solicitation identified below.

This authorization applies to the following software products:

[bidders should add or remove lines as needed]

Name of Software Publisher (SP) _____

Signature of authorized signatory of SP _____

Print Name of authorized signatory of SP _____

Print Title of authorized signatory of SP _____

Address for authorized signatory of SP _____

Telephone no. for authorized signatory of SP _____

Fax no. for authorized signatory of SP _____

Date signed _____

Solicitation Number _____

Name of Bidder _____