



## 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.

<b>Bidder's Name:</b>
<b>Address:</b>
<b>Tel No.:</b>
<b>E-mail:</b>
<b>IN WITNESS WHEREOF</b> , 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
_____
<i>signature of authorized signatory</i>
_____
<i>print name of authorized signatory</i>
_____
<i>print title of authorized signatory</i>
<b>Date:</b> _____

<b>Office of the Chief Electoral Officer File No.</b>
ECAT-RFP-17-0001

<b>Title:</b>	<b>Date:</b>
Metropolitan Area Network (MAN) Services	May 18, 2018

<b>Request for Proposal Closing Date:</b>
June 19, 2018 at 2:00PM (Gatineau time)

<b>ENQUIRIES – address enquiries to:</b>	
<b>Office of the Chief Electoral Officer of Canada</b> Procurement and Contracting Services 30 Victoria Street Gatineau QC K1A 0M6  proposition-proposal@elections.ca	
<b>Attention:</b>	<b>Tel No.</b>
Ashley Tran	819-939-1469

<b>RETURN PROPOSALS TO:</b>
<b>Elections Canada Proposal Receiving Unit</b>
<b>c/o Business Centre</b> 30 Victoria Street Gatineau QC K1A 0M6
<b>PROPOSALS TRANSMITTED BY FACSIMILE OR ELECTRONIC MAIL TO ELECTIONS CANADA WILL NOT BE ACCEPTED</b>

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 Table

Annex C – Supplemental Conditions – Telecom Services and Product

Annex D – General Conditions – Services

Annex E – Security Requirements Check List

Annex F – Fair Price Certification [if applicable]

**Part 7 – Technical Evaluation Criteria**

**Part 8 – Financial Evaluation Criteria**

Annex A – Financial Proposal Table Template

**Part 9 – Certificates**

# Request for Proposal

## ECAT-RFP-17-0001

### 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) Background

Elections Canada's current Metropolitan Area Network (MAN) services are provisioned through various EC and Shared Services Canada contracts. EC has high speed MAN services between EC facilities in the National Capital Area. The current topology consists of a star topology with the EC King Edward Datacentre (KED) acting as the hub and other locations, listed below, as edge nodes in a Layer 2 unmanaged MAN:

- a. 30 Victoria St., Gatineau
- b. 150 Tunney's Pasture Ave., Ottawa
- c. 440 Coventry Rd, Ottawa

#### (b) Brief Description

Elections Canada requires a contractor to provide on-going unmanaged Metropolitan Area Network (MAN) services between EC facilities in the National Capital Area. The provision of services includes VPLS Layer 2 network services, Ethernet network services, as well as service management, monitoring and operations in accordance with Annex A, Statement of Work.

In addition to the MAN configuration requirement described above, Elections Canada anticipates additional office locations in the NCR requiring Remote Layer 2 connectivity. Although the full extent of the requirement cannot be fully assessed at this time, EC hereby reserves the right at its sole discretion, to obtain these additional connections through an amendment to the contract resulting from this RFP.

### 1.3.2 Period of the Contract

- (a) The Contract period is for three years from the Effective Date of the Contract.
- (b) The bidder grants to Elections Canada the irrevocable option to extend the period of the Contract by two additional periods of up to twelve 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

The requirement is subject to the provisions of the Canada Free Trade Agreement (CFTA).

### 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 40 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**

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

## **2.6 Late Proposals**

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

## **2.7 Delayed Proposals**

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

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

that clearly indicates that the proposal was mailed 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**

2.8.1 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**

2.9.1 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](mailto: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:**

Lumina IT Inc.

Promaxis Systems Inc.

**Resources:**

Ron Silversides  
Joseph Bentivoglio

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 ten 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.

## **2.22 Improvement of Requirement During Solicitation Period**

Should bidders consider that the specifications or the SOW contained in the RFP could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least ten Business Days before the RFP closing date. Elections Canada will have the right to accept or reject any or all suggestions.

## **2.23 Volumetric Data**

The volumetric data provided to bidders in this RFP with regards to incremental increases in bandwidth, the estimated level of work and number of required resources is provided purely for information purposes and will not form part of the resulting Contract. The inclusion of this data in this RFP does not represent a commitment by Elections Canada that Elections Canada's future usage of the service identified in this RFP will be consistent with this data. Bidders may decide in their sole discretion whether or not to take this information into consideration in preparation for their proposals. Bidders may also decide in their sole discretion how to interpret and use this information during their proposal preparation. Elections Canada will not consider changes to a winning Bidder's proposal in the event that the actual volumetric data deviates from the one provided in this RFP. Elections Canada will not be liable for any business loss the winning Bidder may claim during the performance of the Contract due to fluctuations of the transaction volumes.

## **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 (four hard copies and one soft copy on USB)

Section II: Financial Proposal (one hard copies 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, duotangs or binders.

### **3.2. Section I – Technical Proposal**

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

3.2.2 The technical proposal should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the proposal will be evaluated which are set out in Part 7 – Technical Evaluation Criteria. Simply repeating the statement contained in the

RFP is not sufficient. In order to facilitate the evaluation of the proposal, Elections Canada requests that 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 representatives from Elections Canada will evaluate the proposals.

#### **4.2. Technical Evaluation**

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

##### **4.2.2 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. The responsive proposal with the lowest evaluated price will be considered for award of a contract.

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

- Phase 1 – Mandatory Technical Evaluation
- Phase 2 – Financial Evaluation
- Phase 3 – 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 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 – Financial Evaluation**

In Phase 2, the proposals that are deemed responsive in Phase 1 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.

#### **4.4.5 Phase 3 – Determination of Highest Ranked Bidder**

In Phase 3, the proposal deemed responsive in Phases 1 and 2 with the lowest evaluated price will be considered for award of a contract.

- 4.4.6 If more than one bidder is ranked first because of identical scores, then the bidder with the lowest total financial price for Service item 6 as specified in Part 8: Annex A – Financial Evaluation Cost Model 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 Insurance Requirements**

5.2.1 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.

### **5.3 Condition of Material**

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



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

## CONTRACT

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

Return one signed copy of the Contract forthwith.

<p><b>Contractor's Name and Address:</b></p> <p>69T [insert Contractor's ADDRESS]</p> <p><b>Attention:</b> [insert at contract award] <b>E-mail:</b> [insert at contract award]</p> <p><b>[Note to Contracting Authority]</b> Insert section below if payment is to be issued to a different entity than the one listed above.</p> <p><b>Remit Payment To:</b> [insert payment recipient, if different from above] [insert payment recipient ADDRESS]</p>
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<p><b>Contract No.:</b></p> <p>05005-17-0001</p>
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<p><b>Title:</b> Metropolitan Area Network (MAN) Services</p>	<p><b>Effective Date:</b> [insert at contract award]</p>
<p><b>Term of Contract:</b> [insert at contract award]</p>	<p><b>Financial Code:</b> [insert at contract award]</p>
<p><b>Total Estimated Contract Cost (incl. applicable sales tax):</b> [insert - \$XX,XXX.XX - includes Travel &amp; Living and Other Direct Expenses]</p>	<p><b>Applicable Sales Tax:</b> [insert - \$XX,XXX.XX - tax is not applied to Travel &amp; Living or Other Direct Expenses]</p>

<p><b>ENQUIRIES &amp; INVOICES</b></p> <p><b>Office of the Chief Electoral Officer of Canada</b> 30 Victoria Street Gatineau QC K1A 0M6</p>	
<p><b>Send contract enquiries to:</b></p>	
<p>69T [insert title] Procurement and Contracting Services</p>	<p><b>Tel No.</b> 69T</p> <p><b>E-mail</b> First.Last@elections.ca</p>
<p><b>Send invoices to:</b></p>	
<p>[insert name at contract award] [insert title at contract award] [insert sector at contract award]</p>	<p><b>Tel No.</b> [insert at contract award]</p> <p><b>E-mail</b> First.Last@elections.ca</p>

<p><b>IN WITNESS WHEREOF</b>, this Contract has been duly executed by the Chief Electoral Officer of Canada by his duly authorized representative and by the Contractor by the hands of its officer duly authorized in that behalf.</p>	
<p>69T69T</p> <p>_____</p> <p>(signature of authorized representative)</p> <p>_____</p> <p>(print name of authorized representative)</p> <p>_____</p> <p>(print title of authorized representative)</p> <p>Date: _____</p>	<p><b>Chief Electoral Officer</b></p> <p>_____</p> <p>(signature of authorized representative)</p> <p>[insert name of delegated authority]</p> <p>[insert title of delegated authority] Procurement and Contracting Services [delete if N/A]</p> <p>Date: _____</p>

**ARTICLES OF AGREEMENT**

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**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 Services attached hereto as Annex D;
“Initial Term”	has the meaning ascribed to in Section 3.01;
“Pricing Table”	means the table attached hereto as Annex B;
“SPOC”	means the Contractor’s single point of contact referred to in Section 5.01 of the Articles of Agreement;
“SOW”	means the statement of work attached hereto as Annex A and the appendices referred to therein, if any; and
“Term”	means the Initial Term and any additional periods resulting from Elections Canada exercising its irrevocable option to extend the period of the Contract provided for in Section 3.02 of the Articles of Agreement.

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

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

## ARTICLES OF AGREEMENT

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

### Section 1.02 Priority of Documents

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

1. these Articles of Agreement;
2. Annex A – Statement of Work;
3. Annex B – Pricing Table;
4. Annex C – Supplemental Conditions – Telecom Services and Product;
5. Annex D – General Conditions – Services;
6. Annex E – Security Requirements Check List;
7. Annex F – Fair Price Certification [if applicable], and
8. 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 will be for three years from the Effective Date of the Contract (the “Initial Term”).

#### Section 3.02 Option to Extend

3.02.01 The Contractor will grant to Elections Canada the irrevocable option to extend the



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period of the Contract by two additional periods of up to 12 months under the same terms and conditions.

- 3.02.02 Elections Canada may exercise these options at any time by sending a written notice to the Contractor at least five Business Days before to the Contract expiry date or any extension thereof. In the written notice to the Contractor, the Contracting Authority will specify the number of months, up to a maximum of 12 months, for each option to extend the period being exercised.
- 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 4.01 Contracting Authority

- 4.01.01 The Contracting Authority for the Contract is:

[insert at contract award]  
Procurement and Contracting Services  
Elections Canada  
30 Victoria Street  
Gatineau QC K1A 0M6  
Tel: [insert at contract award]  
E-mail: [insert at contract award]

- 4.01.02 The Contracting Authority is responsible for the management of the Contract, and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.
- 4.01.03 Elections Canada may change the name of the representative designated as Contracting Authority by sending a written notice to the Contractor.

#### Section 4.02 Technical Authority

## ARTICLES OF AGREEMENT

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4.02.01 The Technical Authority for the Contract is:

[insert at contract award]

Elections Canada

Tel: [insert at contract award]

E-mail: [insert at contract award]

4.02.02 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.

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

### Article 5 Contractor's Representative

#### Section 5.01 Single Point of Contact

5.01.01 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 be the first point of contact in terms of:

- (a) managing any business issues with the Technical Authority and any Contract issues with the Contracting Authority and, in particular, providing guidance, support and coordination relative to requests;

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- (b) managing the day-to-day operational issues and technical requirements and, in particular, providing support and coordination relative to service; and
- (c) meeting, as required, with Elections Canada on issues relating to this Contract, including, without limiting the generality of the foregoing, to review the performance of the service, suggest improvements and assist in analyzing statistical data.

**Article 6 Basis of Payment**

**Section 6.01 Contract Price**

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

**Section 6.02 Definition of a Month**

6.02.01 For the purpose of the calculation of the Contract price, a month is deemed to be 30 days. The price for any Work performed for part of a month will be prorated in accordance with the following formula:

$$\frac{\text{Days worked in a month X firm monthly rate}}{30}$$

**Section 6.03 Limitation of Expenditure**

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

6.03.02 If Elections Canada exercises the option to extend the period of the Contract as per Section 3.02, Elections Canada's total liability to the Contractor for the Work performed during each additional period of up to 12 months must not exceed \$[insert at contract award - estimated amount is for each option year assuming the amount is the same for each]. Customs duties are included and any applicable sales tax is extra.

6.03.03 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

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exceeded before obtaining the written approval of the Contracting Authority.

6.03.04 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.

6.03.05 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 6.04 Applicable Sales Tax**

6.04.01 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 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:

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- (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:

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

#### **Section 8.02 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

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all Work identified in the invoice is completed.

8.02.02 Each invoice must be supported by:

- (a) a copy of time sheets to support the time claimed if the basis of payment set out in Article 6 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.

### Section 8.03 Service Levels

8.03.01 Service Credits: Service Credits are a mechanism by which amounts are deducted from the Contractor's invoice when agreed-to service levels are not met. The Contractor must calculate Service Credits based on its performance of the Work against the Service Level Targets (SLTs) as specified in Annex A - Statement of Work, for the previous month beginning on the first day of each monthly billing cycle and ending on the last day of that billing cycle. All Service Credits must be applied within the next two billing cycles that fall after the end of the month for which the Service Credit was calculated.

8.03.02 The maximum Service Credits per month for SLT instances of failure and non-compliance are capped at 50% of the Contractor's total invoice for Services in that month (applicable sales taxes excluded).

8.03.03 Service level credits do not constitute and must not be construed as penalties or liquidated damages.

8.03.04 In addition to any other rights it has under the Contract, EC may terminate the Contract for default in accordance with the General Conditions (except there will be no opportunity to cure) if over the course of any 12-month period there are two months or more in which, if the Service Credit Cap did not apply, the total amount of Service Credits for that monthly billing cycle would have been 25% or more of the amount that would have been payable to the Contractor for that month (not

## ARTICLES OF AGREEMENT

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including applicable taxes) for all EC MAN Services if no Service Credits had accrued.

- 8.03.05 In addition to any other rights it has under the Contract, EC may terminate the Contract for default in accordance with the General Conditions – Article 18 Default by the Contractor if any of the following occur:
- (a) Three or more network outages of two hours or more, on any or all segments of the network, within a 30-day period.
  - (b) SLT for Service Availability is not met for three months within any six-month time frame.
- 8.03.06 Service levels earn back: Following any service level failure, Elections Canada will allow the Contractor the opportunity to earn-back the Service Credits charged. If the SLT for the relevant service level is met, or exceeded, during each of the 6 monthly measurement periods following the service level failure, Elections Canada will return all of the Service Credit associated with that service level.
- 8.03.07 Elections Canada has the right to hold back, drawback, deduct or set off from and against the amounts of any monies owing at any time by Elections Canada to the Contractor, any Service Credits owing and unpaid under this Section.
- 8.03.08 Nothing in this Section must be interpreted as limiting the rights and remedies which Elections Canada may otherwise have under the Contract.
- 8.03.09 Audit Rights: The Contractor's calculation of credits under the Contract is subject to verification by government audit, at the Contracting Authority's discretion, before or after payment is made to the Contractor. The Contractor must cooperate fully with EC during the conduct of any audit by providing EC with access to any records and systems that EC considers necessary to ensure that all credits have been accurately credited to EC in the Contractor's invoices. If an audit demonstrates that past invoices contained errors in the calculation of the credits, the Contractor must pay to EC the amount the audit reveals was required to be credited to EC, plus interest, from the date EC remitted the excess payment until the date of the refund (the interest rate is the Bank of Canada's discount annual rate of interest in effect on the date the credit was first owed to EC, plus 1.25% per year). If, as a result of conducting an audit, EC determines that the Contractor's records or systems for identifying, calculating or recording the credits are inadequate, the Contractor must implement any additional measures required by the Contracting Authority.

### Article 9 Elections Canada Facilities and Personnel

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**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 is not automatically at the disposal of the Contractor. The Contractor is responsible for timely identification of the need for access to the referenced personnel.

9.02.02 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 Security Requirement**

**Section 10.01 Security Requirement**

10.01.01 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.

10.01.02 The Contractor must comply with the provisions of the:

- a. Security Requirements Check List, attached at Annex E; and
- b. *Industrial Security Manual* (latest edition).

**Article 11 Insurance**

**Section 11.01 Insurance**



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- 11.01.01 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 12 Applicable Laws

#### Section 12.01 Applicable Laws

**[Note to Bidders and Contracting Authority]**

If the bidder has identified another province or territory in its proposal, this Section will be modified accordingly at contract award.

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

### Article 13 Certificates

#### Section 13.01 Certificates

- 13.01.01 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 13.02 Federal Contractors Program

- 13.02.01 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](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]**

**ARTICLES OF AGREEMENT**

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 13.03 Proactive Disclosure of Contracts with Former Public Servants**

13.03.01 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 13.04 Fair Price Certification**

13.04.01 The Fair Price Certification signed by the Contractor and attached as Annex F is a 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 14 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**

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.

**ARTICLES OF AGREEMENT**

The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

**OPTION 2 – Foreign Contractors**

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.

**Article 15 Access to Information**

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 16 Joint Venture**

**Section 16.01 Joint Venture Contractor**

16.01.01 The Contractor confirms that the name of the joint venture is \_\_\_\_\_ and that it is comprised of the following members:

**ARTICLES OF AGREEMENT**

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**[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. \_\_\_\_\_ 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.

16.01.02 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.

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

16.01.04 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.

16.01.05 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 17 Media Requests**

17.01.01 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

**ARTICLES OF AGREEMENT**

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release, but will not unreasonably delay any such activities.

**Article 18 Limitation of Liability**

**Section 18.01 Limitation of Liability**

18.01.01 Any reference in this Article to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This Article applies regardless of whether the claim is based in contract, tort, or another cause of action. The Contractor is not liable to Elections Canada with respect to the performance of or failure to perform the Contract, except as described in this Article. The Contractor is only liable for indirect, special or consequential damages to the extent described in this Article, even if it has been made aware of the potential for those damages.

18.01.02 With respect to first party liability:

- (a) the Contractor is fully liable for all damages to Elections Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to:
  - i. any infringement of intellectual property rights to the extent the Contractor breaches Article 17 of the General Conditions entitled "Intellectual Property Infringement and Royalties";
  - ii. physical injury, including death;
- (b) the Contractor is liable for all direct damages caused by the Contractor's performance or failure to perform the Contract affecting real or tangible personal property owned, possessed, or occupied by Elections Canada;
- (c) each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract;
- (d) each of the Parties is liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets relating to information technology;
- (e) the Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Elections Canada has made any payment. This does not apply to encumbrances or claims relating to

**ARTICLES OF AGREEMENT**

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intellectual property rights, which are addressed under Subparagraph 18.01.02(a)(i); and

- (f) the Contractor is also liable for any other direct damages to Elections Canada caused by the Contractor's performance or failure to perform the Contract that relate to:
  - i. any breach of the warranty obligations under the Contract, up to the total amount paid by Elections Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and
  - ii. any other direct damages, including all identifiable direct costs to Elections Canada associated with re-procuring the Work from another party if the Contract is terminated by Elections Canada either in whole or in part for default, up to an aggregate maximum for this Subparagraph 19.01.02 (f)(ii) of 0.25 times the total estimated Contract cost (meaning the dollar amount shown on the first page of the Contract in the block titled "Total Estimated Cost (incl. applicable sales tax)" or \$2 million, whichever is greater;
  - iii. In any case, the total liability of the Contractor under paragraph (f) will not exceed the total estimated cost (as defined above) for the Contract.
  
- (g) if Elections Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Elections Canada's records and data using the most recent back-up kept by Elections Canada. Elections Canada is responsible for maintaining an adequate back-up of its records and data.

**18.01.03 With respect to third party claims:**

- (a) regardless of whether a third party makes its claim against Elections Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing;
  
- (b) if Elections Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, subject to

**ARTICLES OF AGREEMENT**

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Paragraph 19.01.03(c), the Contractor must reimburse Elections Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party; and

- (c) with respect to special, indirect, and consequential damages of third parties covered by this Subsection 19.01.03 and despite Paragraphs 19.01.03(a) and (b), the Contractor is only liable for reimbursing Elections Canada for the Contractor's portion of those damages that Elections Canada is required by a court to pay to a third party, as a result of joint and several liability, that relate to:
- i. the infringement of a third party's intellectual property rights;
  - ii. the physical injury of a third party, including death;
  - iii. damages affecting a third party's real or tangible personal property;
  - iv. liens or encumbrances on any portion of the Work; or
  - v. breach of confidentiality.
- (d) the Parties are only liable to one another for damages to third parties to the extent described in this Subsection 19.01.03.



## Metropolitan Area Network Services

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### Statement of Work (SOW)



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## **PART I – INTERPRETATION**

### **1. Appendices**

The following appendices are attached to and form an integral part of this SOW:

- a) Appendix A – Definitions

### **2. EC Mandate**

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 electoral districts 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.

### **3. Objective**

EC requires a Contractor to provide on-going unmanaged Metropolitan Area Network (MAN) services to Elections Canada as further described in Part II – Unmanaged Metropolitan Area Network (MAN).

#### **3.1. Current EC Metropolitan Area Network (MAN) Services**

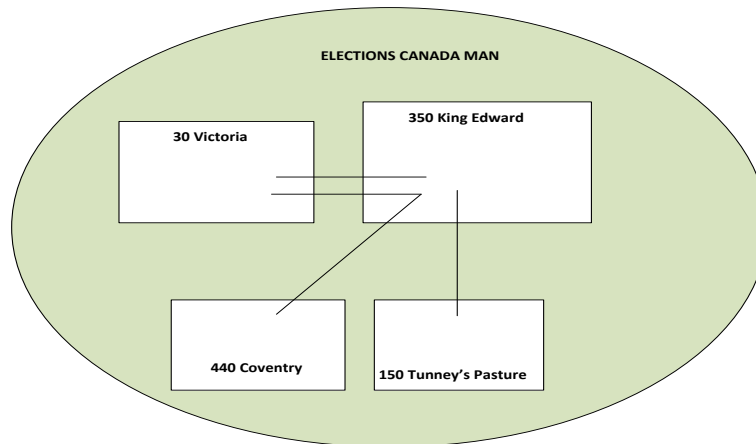
This subsection “Current EC Metropolitan Area Network (MAN) Services” provides a description of current EC MAN Services provisioned through various EC and SSC contracts. At the time of

writing, this is the current configuration of EC MAN Services; however, this configuration is subject to change.

EC has high speed MAN (Metropolitan Area Network) Services between buildings in the NCR. The current topology consists of a star topology with the EC King Edward Datacentre (KED) acting as the hub and other locations, listed below, as edge nodes in a Layer 2 unmanaged MAN.

- a) 30 Victoria St., Gatineau
- b) 150 Tunney's Pasture Ave., Ottawa
- c) 440 Coventry Rd, Ottawa

Figure 1 below depicts the existing MAN configuration.



**Figure 1 - Elections Canada Logical MAN**

In addition to the MAN links described above, the EC Wide Area Network (WAN) also includes the existing links specified below:

- a) A primary 80 Mbps link to SSC (SMS) for Internet access
- b) A secondary 5 Mbps link to SSC (SMS) for Internet access
- c) Dual 50 Mbps MPLS links to a Bell datacentre at 8100 Warden Avenue, Markham
- d) Dual 200 Mbps MPLS links to an IBM datacentre at 3600 Steeles Avenue East, Markham
- e) Hundreds of Internet based IPSEC VPNs to connect field offices over public wireless services (3G/LTE) and Digital Subscriber Line services

The current networking and operational environments at 30 Victoria and KED have grown organically over several years. They have successfully served to deliver numerous electoral events including the 42nd General Election. The legacy systems, servers and WAN Demarcation are housed at KED providing the core of EC Services. The current MAN environments are

provided by a Rogers Fibre MAN services and by Virtual Route and Forwarding (VRF) services in the Bell Multiprotocol Label Switching (MPLS) cloud.

30 Victoria houses two Cisco 6509E that are connected over two diverse circuits to two 6509E Cisco core switches at KED providing a redundant virtual switching service (VSS) configuration. These links provide an aggregate of 2 Gbps active-active connectivity between ECHQ and the network core at KED. Each EC telecom closet at 30 Victoria has two 3750 Cisco access switches for redundancy (six switches per floor). Floors 1, 9, 10, 11, 12 and 13 use Cisco 3750 switches to supply Local Area Network (LAN) connectivity for end-user devices and network services such as Power over Ethernet (PoE), which are required to support any Unified communication, VoIP or wireless network infrastructure.

<b>PART II – UNMANAGED METROPOLITAN AREA NETWORK (MAN)</b>
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#### **4. Overview of VPLS Requirements to Remote Sites**

##### **4.1. KED**

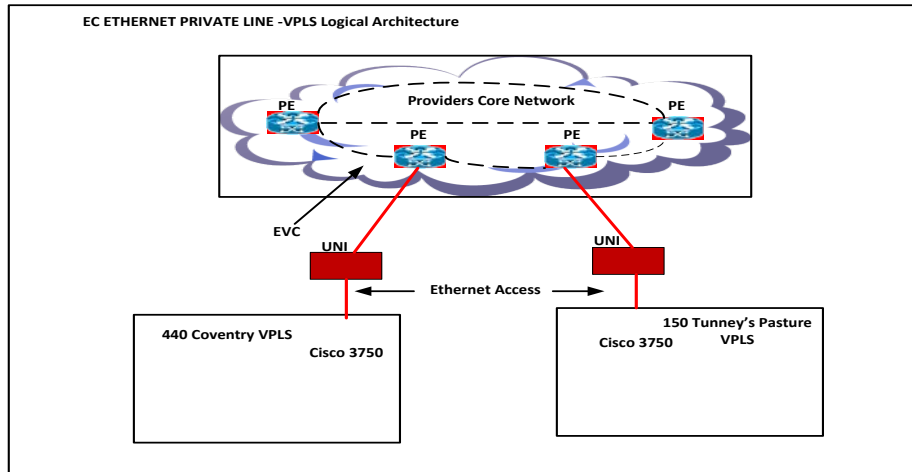
4.1.1. The Contractor must provide VPLS Layer 2 service from the 30 Victoria CE ASR (Aggregation Service Router) to the KED CE ASR (Aggregate Service Router). The Contractor must provide Ethernet Virtual Private Line (EVPL) dedicated point-to-multipoint type connections between 30 Victoria and KED and Remote Layer 2 User Network Interface (UNI) connections from KED to 150 Tunney's Pasture and 440 Coventry sites. This standard Ethernet offering must deliver basic Ethernet service on a dedicated Ethernet port with the option to multiplex Ethernet Virtual Circuits (EVCs) to remote sites onto a dedicated Ethernet port. These EVCs must be handed off as 802.1q VLANs. EVC speeds are rate limited by bandwidth chosen as stipulated in the Services below at the ingress of both PE routers. Figure 2 below is an architecture overview of EC Ethernet Virtual Private Line Ethernet Services.

4.1.2. At the request of the Technical Authority, the Contractor must provide a second diverse redundant Remote Layer 2 User Network Interface (UNI) connection from KED to the 440 Coventry site.

4.1.3. In addition to the MAN configuration requirement described throughout this Statement of Work, Elections Canada anticipates additional office locations in the NCR requiring Remote Layer 2 connectivity. Although the full extent of the requirement cannot be fully assessed at the time of contract award, EC hereby reserves the right at its sole discretion, to obtain these additional connections through a contract amendment.

##### **4.2. NCR**

Ethernet network services between EC facilities in the NCR are currently interconnected over a high-speed network in a spoke and hub configuration where the hub is EC's Data Centre located at 350 King Edward. Currently, only one link between 30 Victoria to 350 King Edward will require diversity. The Contractor must maintain this configuration within their solution for EC MAN services.



**Figure 2 – Ethernet Private Line Overview (EVPL-VPLS)**

## 5. Layer 2 Network Services

### 5.1. EC Unmanaged Sites

As further stipulated below, the Contractor must provide connectivity, bandwidth and Layer 2 network services to the following locations:

Building Address (Physical Location)	Dedicated Ethernet Bandwidth Required
<b>440 Coventry, Ottawa ON</b>	100 Mbps
<b>150 Tunney's Pasture Drive, Ottawa ON</b>	100 Mbps
<b>30 Victoria, Gatineau QC</b>	1000 Mbps (primary and diversity)
<b>350 King Edward, Ottawa ON</b>	1000 Mbps (primary, diversity and remote sites)

**Table 1 – EC Unmanaged Sites**

### 5.2. Layer 2 Service Requirements

The Contractor must:

- a) Provide VPLS (Virtual Private Line Service) Layer 2 from 440 Coventry to KED as shown in Figure 2 (Ethernet Private Line Overview (EVPL-VPLS)).
- b) Provide VPLS (Virtual Private Line Service) Layer 2 from 150 Tunney's Pasture to KED as shown in Figure 2 (Ethernet Private Line Overview (EVPL-VPLS)).
- c) Apply labels to the PE routers only.
- d) Employ an RFC 1918 private addresses scheme or property registered ARIN public addresses.
- e) Implement at minimum SHA-2 authentication.

- f) Apply traffic shaping only to the ingress PE port onto the EVC.

### 5.3. EC VLANs

EC network management personnel must have the ability to fully and transparently configure and manage the EC VLAN environment without requiring intervention from the Contractor.

### 5.4. Scaling

At the request of the Technical Authority through a Service Order (SO), the Contractor must provide the following Layer 2 services:

- a) Bandwidth scaling at pre-established increments of 100 Mbps or 1000 Mbps differentials within five business days;
- b) The addition or removal of edge facilities on a mutually agreed upon timeline;
- c) The addition or removal of redundant links between facilities on a mutually agreed upon timeline;
- d) The optional service described in section 4.1.2 of this SOW and listed as Service Item 6 in Annex B – Pricing Table.

### 5.5. Ethernet Standards

The Contractor must provide support for the following Ethernet network standards:

- a) Transparent L2 and L3 services
- b) Layer 2 & 3 VLAN tags
- c) Layer 2 & 3 Control protocol (STP, CDP, LLDP and LACP v2)
- d) Layer 3 Routing Protocols (EIGRP, RIP, OSPF, MPLS, OPENFLOW, ISIS)
- e) Layer 3 IP routing (IPV4 & IPV6 [IETF 4659])
- f) Broadcast and Multicast Traffic at line rate
- g) Quality of Service (803.1q)
- h) VLAN transparent service, multi-stacking of 802.1q tags like QinQ, maximum MTU size frames at port speeds of 10/100/1000 Mbps
- i) Traffic shaping
- j) 802.1q tagging, 802.3 frames and 802.1ad/QinQ
- k) 803.10 Base T
- l) 802.3U 100 Base TX, 100 Base FX
- m) 802.3Z 1000 Base X
- n) 802.1P/Q VLAN Multi Link Tagging standard
- o) Must permit Split Multi-Link Trunking
- p) Must permit Split Multi-Link Trunking
- q) Multiple VLANs over one physical port



## **6. PE Router Services**

### **6.1. PE Router Design**

The Contractor must provide PE Router Design configuration and implementation addressing the following elements:

- a) Hardware configuration including necessary parts and modules;
- b) IOS/Software versions;
- c) Network access, routing, and IP addressing schemes;
- d) Security parameters and policies; and
- e) Design testing

### **6.2. PE Router Implementation**

The Contractor must configure and turn-up the PE router as part of any implementation plan required for maintaining and/or replacing the existing Layer 2 networking services.

Lead time for implementation at a particular EC site is dependent on site location, hardware availability, and network access type. The Contractor must provide EC with an implementation plan at the beginning of the implementation stage.

Certain pieces of hardware may be subject to manufacturing limitations or supply shortages. Where there are unforeseen limitations or shortages on hardware supplied by the Contractor, and where it's financially viable, the Contractor must source the hardware from alternative suppliers. The Contractor must notify the EC Technical Authority of changes to the implementation plan.

Any implementation plan changes requested by EC must be approved by the Contractor and the EC Technical Authority; changes will be documented by the Contractor in a revised Implementation Plan. All change requests must be submitted in writing to the Contractor SPOC.

## **7. Network Performance**

### **7.1. Network Performance, Reliability and Stability Service Levels**

The Contractor must meet the following service levels for performance, reliability and stability:

- a) Packet error rate must be less than 0.1% over a period of one billing month.
- b) The transmission delay (latency) must be less than 20 milliseconds on all received packets. The bandwidth provisioned at each site must accommodate as sustained bandwidth usage at the rated bandwidth in full duplex without dropping packets.

- c) The Contractor must verify these metrics with appropriate test equipment at EC's request.
- d) The Contractor's core network must have "self-healing" properties and attributes such that customer traffic is automatically rerouted to support sub-second recovery from fibre or equipment failures.

## **8. Service Requirements**

### **8.1. Fibre Connectivity**

The Contractor must connect their single mode fibre network through a media converter or other appropriate device to an Ethernet switch port in the EC's Server Room or Telecommunication Room in each building.

## **PART III – GENERAL REQUIREMENTS**

### **9. Change Management**

#### **9.1. Non-Event**

Between Electoral Events the Contractor must provide a minimum notification of 30 Business Days for any changes to the network that could affect EC.

#### **9.2. Event and Event Readiness**

During Electoral Events and event readiness only emergency changes that could affect the integrity of the network will be permitted. These include, but are not limited to, changes related to remediating hardware, network operating system, and network application vulnerabilities. Should emergency changes be required, prior to implementation, EC must be notified in advance in writing. If possible, emergency changes must be implemented during maintenance windows or between midnight and 6:00 A.M. Eastern Time. EC will make the Contractor aware of periods of Electoral Events and event readiness.

### **10. EC'S Responsibility for Content Transmitted over the Network**

EC is solely responsible for any content that it, or that any person it permits to use the EC MAN Services being provided under the Contract, transmits or receives using those EC MAN Services.

### **11. Service Management**

The Contractor must ensure the availability and operationalization of EC network services 24 hours a day/365 days a year for the duration of the Contract.

#### **11.1. Key Resources**

The Contractor must provide two Key Resources (Service Operations Manager and Network Architect) to manage the business and technical aspects of the Contract.

##### **11.1.1. Service Operations Manager**

- a) The Contractor must provide a Service Operations Manager (also known as the single point of contact [SPOC]) that will manage the service level targets/agreements set forth in this Contract.
- b) The Service Operations Manager must:
  - i. Be EC's day-to-day point of contact;

- ii. Facilitate contract management review, operational, and service provisioning meetings as required;
  - iii. Prepare and distributes minutes and records of decisions of all meetings within two working days of occurrence of the meeting;
  - iv. Liaise with the EC Contract Authority and Technical Authority;
  - v. Provide status updates/presentations to EC on incidents, problems, root cause analysis, etc.;
  - vi. Facilitate any necessary Contract amendment discussions;
  - vii. Ensure that any management and service level reports specified in the Contract are prepared and delivered to EC in a timely manner;
  - viii. Manage the prioritization, resolution and escalation of Contract issues, incidents, problems, and complaints; and
  - ix. Create and maintain a log of Contract issues and action items.
- c) The Service Operations Manager must have a minimum of five years of experience in the following:
- i. Serving as the single point of contact for managing the escalation of service management and service delivery issues, problems and complaints;
  - ii. Serving as a single point of contact and liaison for service desk issues and associated processes;
  - iii. Facilitating communications and integration with the client's service desk;
  - iv. Assessing service level compliance;
  - v. Assessing service performance;
  - vi. Reconciling service credits;
  - vii. Implementing best practices for service management, service delivery and service improvement.

#### 11.1.2. Network Architect

- a) The Contractor must provide a Network Architect who will be the EC main point of contact for engineering, design and architecture services related to the Contract.

- b) The Network Architect must facilitate network design and engineering meetings and any technical working groups to review and update any design issues.
- c) The Network Architect must have a minimum of five years of experience in the following:
  - i. Serving as the single point of contact and liaison for the planning, engineering, design and architecture of MAN Services;
  - ii. Documenting and analyzing network requirements, assessing the impacts to the EC MAN Services and recommending network changes, upgrades, and functional equipment;
  - iii. Ensuring that Service Design and Engineering documentation, inclusive of network diagrams, is prepared and delivered to EC whenever a modification is made to EC MAN Services;
  - iv. Facilitating network design and engineering meetings and any technical working groups; and
  - v. Reviewing and updating the Service Design.

#### 11.1.3. Resource Availability

- a) All Key Resources must be accessible from 8:00 to 17:00 ET during Business Days using office phone, cellular phone and e-mail.
- b) In the event that a Key Resource is unavailable, the Contractor must designate a back-up resource to provide the services of the Key Resource and inform the EC Technical Authority of the name, phone number and e-mail address of the back-up resource.

## **12. Service Monitoring, Reporting and Documentation**

### **12.1. Monthly Reports**

12.1.1. The Contractor must provide a monthly report detailing the following:

- a) Network availability
- b) Incidents reported by EC
- c) Incidents reported by the Contractor

- d) Average repair time by severity
- e) Outstanding Service Request Tickets

Monthly service reports are primarily used by EC to monitor and assess the delivery of work by the Contractor, provide EC with detailed information that it requires for service assurance and are used in Operational, Service Provisioning and Contract Management Review Meetings.

## **12.2. Report Delivery**

12.2.1. The Contractor must ensure that all reports and documentation for MAN Services are available to Elections Canada within 48 hours of the end of a billing period.

## **12.3. Report Language**

12.3.1. The Contractor must provide reports and documentation in English.

## **12.4. Handling of Information**

12.4.1. The Contractor must handle all protected and classified reports, documents and records in accordance with Canadian Industrial Security Directorate security policies and practices. <http://ssi-iss.tpsgc-pwgsc.gc.ca/msi-ism/ch8-eng.html#ch8-800>

12.4.2. The Contractor must keep confidential all information provided to the Contractor by or on behalf of EC in connection with the Work, as set out in the Contract.

## **13. Service Operations**

### **13.1. Service Desk**

13.1.1. The Contractor must provide a Service Desk that performs the following functions:

- a) acting as the primary point of contact for EC MAN Service Incidents 24 hours per day, 7 days per week, 365 days per year;
- b) answering and continuing the subsequent dialogue using the official language of Canada (French or English) requested by the EC authorized representative;
- c) interacting to record, track and resolve incidents with EC's representatives as designated by EC;
- d) providing a toll-free telephone number (e.g. 1-800 number) for EC authorized representatives to contact the Service Desk; and

- e) providing a single email address for EC authorized representatives to access the Service Desk.

13.1.2. The Contractor must provide a Service Desk with sufficient personnel with the appropriate skills and experience who are knowledgeable about the EC MAN Services.

### **13.2. Operations Centre**

13.2.1. The Contractor must provide a primary Operations Centre within Canada, with the infrastructure and resources required for the centralized management and operation of the EC MAN Services, 24 hours per day, 7 days per week, 365 days per year.

13.2.2. The Contractor must staff its Operations Centres with personnel with the skills and experience necessary to operate EC MAN Services.

13.2.3. The Contractor must ensure that all operators including key resources and service desk personnel have been cleared to Reliability status if they are maintaining EC MAN Services. Screening procedures for Reliability status may be found at: <http://ssi.pwgsc-tpsgc.gc.ca/msi-ism/ch2-prt1-eng.html>

### **13.3. Service Portal**

13.3.1. Within 60 Business Days after the date of Contract Award, the Contractor must provide, and receive EC's acceptance of, a secure web portal, the Service Portal. The Service Portal must be accessible by using a web browser for a minimum of five concurrent Users, 7 days per week, 24 hours per day and 365 days per year.

13.3.2. The Contractor must provide EC with up to 10 Service Portal user accounts.

13.3.3. The Contractor must provide the following near real-time network statistics through the Service Portal:

- a) Traffic in bits per second;
- b) Percent utilization;
- c) TX and RX errors and discards;
- d) Total bytes transferred;
- e) Average packet length;
- f) Maximum bytes transferred per hour by day for send and receive per network segment;
- g) Latency in millisecond; and
- h) Jitter in milliseconds.

#### 14. Escalation

Although most incidents/problems will follow normal resolution processes, should situations arise where escalation is required for incidents and/or problems, the Contractor must follow the escalation steps based on the resolution stages within EC that are specified below:

Incident/Problem Resolution Stage	Elections Canada	Contractor
1 – Prioritization and Support	Manager, Data Centre and Network Operations	Service Operations Manager
2 – Investigation and Diagnosis	Director, Information Technology Infrastructure Operations	Director of Network Operations
3 – Resolution	Chief Information Officer	VP of Operations

**Table 2 – Escalation**

#### 15. IT Service Management

The Contractor must provide IT Service Management for EC MAN Services, in English as described in this subsection, 24 hours per day, 7 days per week, 365 days per year.

##### 15.1. Event and Incident Management

15.1.1. The Contractor must proactively monitor EC MAN Services for Incidents 7 days per week, 24 hours per day, 365 days per year.

15.1.2. The Contractor must co-operatively work with EC and any other third parties as requested by EC to resolve Incidents.

15.1.3. The Contractor must create one Incident Ticket for each Incident immediately upon discovery of the Incident.

15.1.4. The Contractor must notify EC of Incidents within five minutes of detection of the Incidents. The notifications must be provided by email to EC. If the Contractor does not receive acknowledgement of the notification from EC within fifteen minutes, the Contractor must inform the EC Manager of Data Centre and Network Operations by telephone.

15.1.5. Incidents are subject to the following Severity levels:

- a) Severity One – Complete outage of a network link;



- b) Severity Two – Significant degradation of service with available workarounds affecting a large number of users;
  - c) Severity Three – Degradation of service with available workarounds available affecting less than five of users;
  - d) Severity Four – Minor functionality loss or a bug.
- 15.1.6. The Contractor must provide EC with status updates of Incidents by email (and possibly by telephone in cases of Severity One incidents).
- 15.1.7. The Contractor must provide an estimated time for resolution with each update both verbally and within the Incident Ticket.
- 15.1.8. The Contractor must resolve Incidents by taking appropriate action to repair and restore EC MAN Services as quickly as possible in accordance with the SLT-SA and SLT-MTRS associated with the EC MAN Service.
- 15.1.9. The Contractor must track and report the outage time of each Incident in the associated Incident Ticket.
- a) The outage time for an Incident must start at the time (start time) that the Incident is detected by the Contractor, or reported to the Contractor by EC, whichever occurs first.
  - b) The outage time for an Incident ends at the time that the EC MAN Service is fully restored for that Incident.
- 15.1.10. When access to an EC SDP is required to resolve an Incident, the Contractor must request access to the EC SDP from the EC Manager of Data Centre and Network Operations.
- 15.1.11. The Contractor must not alter the outage time for an Incident Ticket once the Incident Ticket has been closed. Any required changes to outage time are facilitated through the adjusted outage time field within the Incident Ticket.
- 15.1.12. The Contractor must make a reasonable effort to investigate and resolve the Incident without requesting access to the SDP (i.e. remote diagnostics and consulting with third parties involved with the service delivery).
- 15.1.13. The Contractor must identify and document the causal factors (root causes) of all Incidents when known.
- 15.1.14. The Contractor must provide a briefing that details any analysis and actions taken for an Incident within one Business Day of a request by EC for an Incident.

15.1.15. For Severity One and Two incidents, the Contractor must provide a Post-Incident Report detailing root cause analysis and the actions taken by the Contractor to resolve the incident within two Business Days of a request by EC. If EC finds the Post-Incident Report to be incomplete or inaccurate, it will advise the Contractor of the deficiency. Following such notification, the Contractor must re-issue the report addressing the deficiency within two Business Days. Should EC continue to find the Post-Incident Report to be deficient, it will be considered as not delivered and EC will advise the Contractor of the start of service credits related to non-delivery of the report.

15.1.16. The Contractor must provide EC with ongoing updates for the action plans contained within its Post-Incident Reports. The Contractor must notify EC in advance when it becomes aware that it will not meet target dates specified in its action plans.

## **16. Security**

### **16.1. Assessment of Products**

16.1.1. The products that form part of EC MAN Services must be evaluated by a recognized certification body approved by EC, or evaluated by the Contractor by conducting a vulnerability assessment and functionality assessment to validate that the product (including both hardware and software) conforms to its stated security functionality, at no additional cost to EC. For Contractor assessments, test plans and test results must be provided to EC within 10 Business Days of a request by EC. EC reserves the right to independently validate and approve the products. EC-approved and recognized certification bodies include but are not limited to:

a) Common Criteria (CCS): <http://www.commoncriteriaportal.org/>

b) Cryptographic Module Validation Program (CMVP):  
<http://csrc.nist.gov/groups/STM/cmvp/validation.html#02>

16.1.2. When any Contractor provided equipment is returned, the configuration and user data must be purged immediately in accordance with the Canadian Security Establishment (“CSE”) ITSG-06. In addition, any classified or protected information stored on Removable Media Devices must be also purged immediately in accordance with the Canadian Security Establishment (“CSE”) ITSB-112 directive.

## **16.2. Network Management Protocols**

16.2.1. The Contractor must not use port forwarding or Internet Protocol Security (IPSec) for transport of protocols with known vulnerabilities and/or considered insecure by EC, including Telnet, FTP, TFTP and HTTP, unless approved by EC.

## **17. Service Orders**

17.1.1. EC will issue a Service Order to the Contractor to perform, modify, augment or reduce a network service item that is to be provided under the Contract on an as-and-when requested basis.

17.1.2. Whenever the Contractor receives a Service Order from EC, the Contractor agrees to provide the Services ordered in accordance with the terms and conditions and at the prices/rates set out in the Contract. Regardless of when a Service Order is issued, all Service Orders automatically end no later than the last day of the Contract Period, and Canada is not required to cancel any Service Orders at the end of the Contract Period.

17.1.3. The Contractor must provide a Service Order Acknowledgement (SOA) to the EC Technical Authority via e-mail within one working day of receiving a Service Order, and within 1 hour of receiving an Emergency Service Order.

17.1.4. The Contractor must not reject a Service Order. If the Contractor requires clarification of a Service Order, the Contractor must request the clarifications within one working day for a normal Service Order or within one hour of an Emergency Service Order.

## **18. Service Level Targets (SLT)**

### **18.1. SLT Overview**

18.1.1. The Contractor must design, implement, manage and operate the EC MAN Services such that they meet the Service Level Targets (SLTs) defined in this section.

18.1.2. The Contractor must count omitted SLT performance measurements as failed measurements, with the exception of performance measurements for the affected EC MAN Service that are in a failed state (i.e. an outage).

18.1.3. For all rounding of SLT measurements, the Contractor must use the symmetric arithmetic rounding up that rounds half-way numbers up. In this case, a "half-way" value such as 5.5 will round up to 6. Where three decimal places are required, a value

such as 99.9445 will round up to 99.945, while the number 99.9342 will round down to 99.934.

- 18.1.4. All calculations of availability expressed as a percentage must be based on a minimum of 4 decimal points rounded to the nearest 3 decimal points (for example, 99.9784% = 99.978%).
- 18.1.5. The Contractor must monitor, measure, calculate, and report on service levels 7 days per week, 24 hours per day, 365 days per year, unless otherwise indicated for a specific SLT.
- 18.1.6. All service levels that the Contractor is required to measure and any associated test results must be accessible to EC via the Service Portal.
- 18.1.7. Outage time for an EC MAN Service begins from the time (start time) that the Incident is detected by the Contractor, or reported to the Contractor by EC, whichever occurs first. The outage time used in the calculations ends when the EC MAN Service is fully restored for the Incident.
- 18.1.8. A lack of proper security clearance by the Contractor, Contractor's resources or other individual identified to perform the Work does not preclude the Contractor from its obligation to restore the affected service within the SLT. Persons without current and valid clearances must not be allowed to perform the Work.
- 18.1.9. In cases where EC attempts to report an Incident for an outage where the Contractor's Service Desk does not answer the call, the start time for the outage begins at the time EC places the unanswered call to the Service Desk or when the Contractor detects the Incident, whichever occurs first. EC will timestamp and document the point at which a call was placed by EC.
- 18.1.10. The outage time used in the calculation of SLTs excludes any time whereby EC agreed to suspend the associated Incident Ticket and resumes when EC requests that the Incident Ticket be unsuspending.
- 18.1.11. The outage time used in the calculation of SLTs excludes the time for Service Requests approved by EC.

## **18.2. Service Level Target for Service Availability (SLT-SA)**

- 18.2.1. The Service Level Target for Service Availability (SLT-SA) is that Service Availability must be greater than or equal to 99.900%.

18.2.2. The period of measure for SLT-SA is monthly; therefore the total number of minutes in the measurement period will vary based on the number of calendar days in the month.

18.2.3. The Contractor must calculate SLT-SA as follows:

$$\frac{\text{measurement period} - \text{sum of the outage times}}{\text{measurement period}} \times 100$$

*Example:*

*Measurement period (June): 30 days = 30 x 24 hours x 60 minutes = 43,200 minutes*

*Sum of all outage minutes for the NAP in the month: 98 minutes (excludes time associated with SLT- MTRS exception)*

*Calculation: ((43,200 - 98) / 43,200) x 100 = 99.773%*

18.2.4. The outage time from the following events may be excluded from the calculation of SLT-SA as determined by EC during review of Incidents:

- a) a failure occurs to equipment or facilities owned and managed by the Contractor, but due to redundancy and/or diversity implemented within EC MAN Service Infrastructure, the EC MAN Service is restored within a re-route timeframe of less than 100 milliseconds;
- b) a failure occurs related to a Security Incident where EC has approved mitigation actions that impact the service's availability;
- c) an outage occurs due to the loss of power at the SDP beyond the time period for power backup provided by the Contractor;
- d) the outage associated with an approved Emergency Service Request, which does not exceed a two hour period and for which the Contractor has provided a Post-Service Request Report; and
- e) the outage is determined to be due to the fibre cable being cut or damaged by a third party (i.e. a third party not performing Work for the Contractor).

### **18.3. Service Level Target for Maximum Time to Restore Service (SLT-MTRS)**

18.3.1. The Service Level Target Maximum Time to Restore Service (SLT-MTRS) must not exceed:

- a) 1.0 hours during event periods when EC is engaged in delivering an Electoral Event;
- b) 4.0 hours during non-electoral event periods.

18.3.2. The measurement for SLT-MTRS is on a per Incident basis.

- 18.3.3. SLT-MTRS remains applicable for failures where the cause of the outage is due to the fibre cable being cut or damaged by a third party (i.e. a third party not performing Work for the Contractor).
- 18.3.4. SLT-MTRS is applicable for Severity One and Two incidents during both event and non-event periods, and Severity Three incidents during event periods.
- 18.3.5. SLT-MTRS does not apply to Severity Four incidents; however they must be resolved with five business days.

## **19. Service Migration**

### **19.1. Migration Stage**

The Contractor is responsible for and must manage and coordinate all aspects of the Work required to implement EC MAN Services including:

- a) provision and installation of all Connecting Equipment;
- b) provision and installation of cable termination equipment such as customer interface panels;
- c) provision and installation of wall mounting surfaces such as plywood backboards, etc.;
- d) provision and installation of Contractor Equipment at EC SDPs as rack mounted (default) or shelf mount when specified by EC in the Service Order;
- e) conduct of on-site surveys to confirm infrastructure availability and site fit-up requirements including Connecting Equipment, power, space and heating/ventilation/air conditioning (HVAC) within the SDP;
- f) implementation of the Contractor Equipment within the physical location at the SDP (rack, shelf) as specified by EC. In the event the Contractor Equipment is implemented in the wrong location, the implementation will be considered incomplete until the Contractor returns and relocates the equipment at no additional cost to EC;
- g) label of all Contractor Equipment and cables at each SDP using a naming convention specified by EC; and
- h) facilitation of all construction of Connecting Equipment including all administration, procurement and logistics associated with any required fit-up and

construction except for power, space and HVAC.

### **19.2. Acceptance Procedures for Initial Migration Service Orders and Start of Billing**

For Service Orders that are part of Initial Migration, the acceptance procedures will be as follows:

- a) The Contractor must send EC a Work Completion Notice (WCN) and EC must sign-off on the service as fully functional prior to the start of billing.
- b) Once EC has migrated to that Service at the SDP, a “10 business day Acceptance Period” will apply. During the 10 business day Acceptance Period, as part of EC’s acceptance process for a Service, EC may test any function of the Service to determine whether it meets the requirements of the Contract. If the Service does not meet the requirements of the Contract, EC may reject the Work or require that it be corrected at the Contractor’s expense before accepting the Work. No payments for the Service are chargeable under the Contract until the Service is accepted.
- c) If EC provides notice of any deficiency during the 10 business day Acceptance Period by initiating an Incident Ticket, the Contractor must address the deficiency at no additional cost to EC as soon as possible and notify EC in writing once the deficiency is corrected and re-issue the WCN, at which time EC will be entitled to re-inspect the Work and the 10 business day Acceptance Period will start again.
- d) At 11:59 PM on the final day of the 10 business day Acceptance Period during which EC has not initiated any Incident Ticket, EC will be deemed to have accepted the Service. At this point, the Service may be deemed fully functional and the Contractor may begin billing for the Service in accordance with the payment terms of the Contract effective the day following that acceptance.

## **20. Transition Services / Contract Close-Out Phase**

### **20.1. Contract Close-Out Phase**

In the period leading up to the end of the Contract Period, also referred to as the “Contract Close-Out Phase”, the Contractor will make all reasonable efforts to assist EC in the transition from the Contract to a new contract with another supplier or to EC itself. The Contractor agrees that there will be no additional cost for these transition services.

The following applies with respect to these transition services:

- a) The Contract Close-Out Phase may overlap with the implementation phase of any follow-on contract issued by EC.
- b) EC may issue one or more Service Requests for the Contract Close-Out Phase.
- c) During the Contract Period, the Contractor must continue to provide the MAN Services until the MAN Services are terminated during the transition to the follow-on contractor or to EC itself.
- d) The Contractor, upon receiving notification of EC initiated Contract termination or the expiration of the contract term, must work with EC to effect a seamless transition of MAN Services from the Contractor to the follow-on contractor or to EC, whichever will be performing the same or similar work. In doing so, the Contractor agrees to work closely and co-operatively with the follow-on contractor(s) or EC at no additional cost.
- e) As part of the transition services, within 30 Business Days of a request by EC, the Contractor must provide operational, administrative, management, support, maintenance, technical, design, configuration, network diagrams and schematics, naming and addressing information and documentation for all the MAN Services in an electronic file format and file naming convention specified by EC.
- f) The Contractor must request from EC, no later than 60 Business Days before the Contract expiration date, disposal instructions for the MAN Services Data. The Contractor must return and/or dispose of its MAN Services Data holdings in accordance with the instructions provided by EC and perform media sanitization in compliance with CSEC ITSG-06. Upon request by the Technical Authority, the Contractor must provide a certification that it has disposed of the MAN Services Data in accordance with this Contract.

## 21. Service Credits

### 21.1. Failure to Meet Service Level Target for Service Availability

If the Contractor fails to meet the Service Level Target for Service Availability (SLT-SA) for an EC MAN NAP in any given month, the Contractor must provide a Service Credit to EC, as summarized in Table 3.

SLT-SA		Service Credit for SLT-SA Exceptions
SA	99.90%	<p>Applies to failures of the single NAP for Single Access Link</p> <p>Service Credit for first occurrence in any 12-month period = Firm Monthly Price (FMP) for NAP x 100%</p> <p>Service Credit for second occurrence in any 12-month period for the same NAP = FMP for NAP x 150%</p> <p>Service Credit for third and subsequent occurrences in any 12-</p>



		month period for the same NAP = FMP for NAP x 200%
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**Table 3 – Service Credits for SLT-SA Exceptions**

**21.2. Failure to Meet Service Level Target for Maximum Time to Restore Service**

If the Contractor fails to meet the Service Level Target for Maximum Time to Restore Service (SLT-MTRS) at any time for any NAP, then the Contractor must provide a Service Credit to EC as set out in Table 4.

For each failure, the maximum total Service Credit that can apply for an SLT-MTRS exception is the FMP for the affected NAPs times 200%.

SLT-MTRS		Service Credit for SLT-MTRS Exceptions
MTRS Event	1 hour	<p>Service Credit for NAP service outage &gt; 1 and &lt; 2 hours = FMP for NAP x 100%</p> <p>An additional FMP x 25% for each additional 1-hour interval (or part thereof) of NAP service outage time starting at 2 hours.</p> <p>Example 1: Service Credit for 2 hours = FMP x 125%</p> <p>Example 2: Service Credit for 3.5 hours = FMP x 150%</p>
MTRS Non-Event	4 hours	<p>Service Credit for NAP service outage &gt; 4 and &lt; 6 hours = FMP for NAP x 100%</p> <p>An additional FMP x 25% for each additional 2-hour interval (or part thereof) of NAP service outage time starting at 6 hours.</p> <p>Example 1: Service Credit for 6 hours = FMP x 125%</p> <p>Example 2: Service Credit for 9 hours = FMP x 150%</p>

**Table 4 – Service Credits for SLT-MTRS Exceptions**

**21.3. Failure to Deliver Post-Incident Reports**

The Contract will provide a Service Credit of \$500 if it fails to deliver an EC accepted Post-Incident Report for a Severity One or Severity Two incident within 48 hours of incident resolution/service restoration.



## Metropolitan Area Network (MAN) Services

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### Appendix A to Annex A

### Definitions

Term	Definition
30 Victoria	EC headquarters located at 30 Victoria Street, Gatineau, Quebec.
150 Tunney's Pasture	EC office located at 150 Tunney's Pasture, Ottawa, Ontario.
440 Coventry	EC warehouse located at 440 Coventry Road Ottawa, Ontario.
Acceptance Period	The time period for EC to conduct acceptance testing for a Service Order following receipt of the Work Completion Notice (WCN).
Access Link	The Contractor Equipment and Connecting Equipment between a Contractor Point of Presence (POP) and an SDP.
EC LAN	LAN infrastructure located at an EC SDP.
EC SDP	SDP designated by EC.
EC Wide Area Network (WAN)	Wide Area Network (WAN) services provided by EC and/or SSC.
CEA	The <i>Canada Elections Act</i> , S.C. 2000, c. 9, as amended from time to time.
CEO	The Chief Electoral Officer of Canada.
Circuit	A physical connection on which information is transmitted.
Connecting Equipment	Includes the Inside Cable Plant and Outside Cable Plant.
Contractor Equipment	Hardware and software components provided by the Contractor for an EC MAN Service that are located at an Equipment Area or SDP.
Core Network	Hardware and software for EC MAN/WAN Services that interconnects Contractor POPs and terminates Access Networks.
Data Centre	A facility used to house computer systems and associated components, such as telecommunications and storage systems.
EC	The Office of the CEO, commonly known as Elections Canada.
Election Day	The final date for voting in an Electoral Event.
Electoral Event	General elections, by-elections, and federally organized referendums. The CEA states that an Electoral Event must last a minimum of 36 days. For the purpose of this SOW, an Electoral Event commences when the writ is issued and concludes on Election Day.
Emergency Service Order	A Service Order for an EC MAN Service that must be implemented on an expedited basis to address urgent changes. For example: address a critical Incident impacting Users or implement an urgent change to contain and mitigate a Security Incident.
Event and Incident Management	The standardized methods and procedures to restore a Service to normal operation as quickly as possible, and to minimize the impact on EC business operations.
Hardware	All the equipment, materials, matters and things used by the Contractor to provide the EC MAN Service to EC under the Contract (including cables and other ancillary items), including firmware, if any, but not including software or

Term	Definition
	services.
Incident	An event that is not part of the standard operation of the EC MAN Services and that causes, or may cause, an interruption to, or a reduction in, the quality of the EC MAN Services (including all operations, management and administration systems, including the service portal).
Incident Ticket	A record describing an Incident.
Internet	Collection of interconnected networks and application servers that are publicly accessible worldwide and that are commonly referred to as the Internet.
Internet Protocol Security (IPsec)	A network protocol suite that authenticates and encrypts the packets of data sent over a network. IPsec includes protocols for establishing mutual authentication between agents at the beginning of the session and negotiation of cryptographic keys for use during the session. IPsec can protect data flows between a pair of hosts (host-to-host), between a pair of security gateways (network-to-network), or between a security gateway and a host (network-to-host). Internet Protocol security (IPsec) uses cryptographic security services to protect communications over Internet Protocol (IP) networks. IPsec supports network-level peer authentication, data-origin authentication, data integrity, data confidentiality (encryption), and replay protection.
Jitter	The variation in latency as measured in the variability over time across a network.
Key Resources	A resource provided by the Contractor as identified in the Contract.
King Edward Datacentre (KED)	The main EC datacentre located at 350 King Edward Avenue in Ottawa that serves as the hub for the EC MAN and any future WAN connectivity.
Local Area Network (LAN)	Supplies networking capability to a group of computers in close proximity to each other.
Metropolitan Area Network (MAN)	A metropolitan area network (MAN) is a computer network that interconnects users with computer resources in a geographic area or region larger than that covered by even a large local area network (LAN) but smaller than the area covered by a wide area network (WAN). The term is applied to the interconnection of networks in a city into a single larger network (which may then also offer efficient connection to a wide area network).
National Capital Region (NCR)	The area that comprises the greater Ottawa-Gatineau metropolitan area.
Network Access Point (NAP)	One or more Network Interface at an EC SDP used to interconnect EC and provider networks.
Network Interface	The point of interconnection between networks and other networks or

Term	Definition
	computers
Operations Centre	The Contractor location where infrastructure required for the centralized management and operation of the EC MAN Services is installed.
Operator	A Contractor resource that administers EC MAN Services Infrastructure or processes EC MAN Services Data.
Problem	Unknown cause of one or more Incidents often identified as a result of multiple similar Incidents.
Protected Information	<p>This refers to information that the Government of Canada treats as protected and confidential, including the following information:</p> <ul style="list-style-type: none"> <li>a) Protected A (low-sensitive): Applies to information that, if compromised, could reasonably be expected to cause injury outside the National Interest (e.g. disclosure of exact salary figures).</li> <li>b) Protected B (particularly sensitive): applies to information that, if compromised, could reasonably be expected to cause serious injury outside the National Interest (e.g. loss of reputation or competitive advantage).</li> <li>c) Protected C (extremely sensitive): applies to the very limited amount of information that, if compromised, could reasonably be expected to cause extremely grave injury outside the National Interest (e.g. loss of life).</li> </ul>
Provider Edge (PE) Router	A router at a Contractor POP in the Core Network that connects to a CE router.
Service Credit	A fee that the Contractor must pay or credit to EC upon failure to meet a specific obligation under the Contract.
Service Delivery Point (SDP)	Physical location in a building for one or more NAPs.
Service Level Target (SLT)	A performance value determined by EC for the Contractor's delivery of the EC MAN Service, and for which the Contractor must conduct measurements and reporting. The Contractor's failure to meet or exceed an SLT may result in remedial action.
Service Order	A request from EC to perform, modify, augment or reduce network service item available in the contract.
Service Portal	A specially designed website that brings together all information related to the services being provided to EC.
Service Portal Account	A User account on the Service Portal.
Service Request	A request to make a change to EC MAN Services.

Term	Definition
Service Request Ticket	A record describing a Service Request.
Shared Services Canada (SSC)	EC's partner in delivering central GC network connectivity.
Shared Metropolitan Area Network (SMS)	SSC owned MAN service serving the NCR.
Telecommunication Room	Physical location in a building for an SDP.
Traffic Flow	A sequence of packets that have characteristics in common (e.g. source IP address, destination IP address, port number and type).
User	A person that is authorized to engage in service management activities related to EC MAN Services.
Virtual Private Network (VPN)	A logical network connection.
Virtual Route and Forwarding (VRF)	A technology that allows multiple instances of a routing table to co-exist within the same router at the same time. Because the routing instances are independent, the same or overlapping IP addresses can be used without conflicting with each other.
Voice over IP (VoIP)	A methodology and group of technologies for the delivery of voice communications and multimedia sessions over Internet Protocol (IP) networks, such as the Internet. The terms Internet telephony, broadband telephony, and broadband phone service specifically refer to the provisioning of communications services (voice, fax, SMS, voice-messaging) over the public Internet, rather than via the public switched telephone network (PSTN).
Web Browser	A mobile or desktop application that connects to the EC MAN Services portal using HTTP/HTTPS.
Work Completion Notice	The Contractor's certification that the Work has been inspected and tested by the Contractor and is ready for use by EC.



## Metropolitan Area Network (MAN) Services

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### Annex B

### Pricing Table

The Contractor will be paid the firm prices as specified in the below table for the provision of all services in accordance with Annex A – Statement of Work.

Service Item	Site Address (Existing SDP)	Connect Site (Existing SDP)	Initial NAP Bandwidth	Firm Monthly Price (FMP) for Initial Bandwidth	Incremental Firm Monthly Price (FMP) for 100 Mbps of bandwidth	Incremental Firm Monthly Price (FMP) for 1000 Mbps of bandwidth	One-time Firm Implementation Price
1	350 King Edward Ave. (KED)	30 Victoria St., Gatineau (ECHQ)	1000Mbps	Insert at contract award	N/A	Insert at contract award	Insert at contract award
2	350 King Edward Ave. (KED)	30 Victoria St., Gatineau (ECHQ)	1000Mbps	Insert at contract award	N/A	Insert at contract award	Insert at contract award
3	350 King Edward Ave. (KED)	150 Tunney's Pasture Driveway & 440 Coventry Rd.	1000Mbps	Insert at contract award	N/A	Insert at contract award	Insert at contract award
4	150 Tunney's Pasture Driveway	350 King Edward Ave. (KED)	100Mbps	Insert at contract award	Insert at contract award	N/A	Insert at contract award
5	440 Coventry Rd.	350 King Edward Ave. (KED)	100Mbps	Insert at contract award	Insert at contract award	N/A	Insert at contract award
<b>Optional Service</b>							
6	350 King Edward Ave. (KED)	440 Coventry Rd.	100Mbps	Insert at contract award	Insert at contract award	N/A	Insert at contract award



**Annex**  
**Supplemental Conditions**  
***Telecommunications Services and Products***

**PART I – Conditions Common to all Telecommunications Services and Products**

**Article 1 Interpretation**

**Section 1.01 Definition**

- 1.01.01 In the Contract, unless the context otherwise requires,
- "CRTC" means the Canadian Radio-television and Telecommunications Commission;
- "General Conditions" means the general conditions that form part of the Contract; and
- "Tariff" means the tariff or tariffs approved by the CRTC that are identified in the Articles of Agreement, if any.

**Section 1.02 General Conditions**

- 1.02.01 Words and expressions defined in the General Conditions and used in these supplemental conditions have the meanings assigned to them in the General Conditions.
- 1.02.02 If there is any inconsistency between the General Conditions and these supplemental conditions, the applicable provisions of these supplemental conditions prevail.
- 1.02.03 Part I of these supplemental conditions applies to the purchase of all telecommunications services and products.
- 1.02.04 Part II of these supplemental conditions applies if a tariff approved by the CRTC that applies to the provision of any of the telecommunications services or products in the Contract has been specifically identified in the Articles of Agreement. If Part II applies, Part III does not.
- 1.02.05 Part III of these supplemental conditions applies if no tariff has been specifically identified in the Articles of Agreement. If Part III applies, Part II does not.

**Article 2 Termination Rights Associated with Breach of Telecommunications Warranties and Representations**

**Section 2.01 Breach of Telecommunications Warranties and Representations**

- 2.01.01 Despite any other provision of the Contract (including the Tariff, if applicable, and the priority of documents clause in the Articles of Agreement), if, during the Term, Elections Canada learns that the Contractor's representations and warranties set out in Section 8.01 or 13.01, as applicable, were or are untrue, the Contractor will be in default of the Contract and Elections Canada will be entitled to terminate the Contract on thirty (30) calendar days' notice without any penalty (regardless of whether Elections Canada has satisfied any minimum work guarantees in the Contract). The Contractor must pay to Elections Canada its reasonable re-procurement costs resulting from the termination. However, Elections Canada agrees that it will only exercise this right of termination if the Contracting Authority determines that the Contractor's breach of its warranties and representations has resulted in:
- (a) a negative effect on the services or products to be provided under the Contract; or
  - (b) an increase in the amount payable under the Contract, without a commensurate benefit accruing to Elections Canada as the customer.
- 2.01.02 Nothing in this section must be interpreted as limiting the rights and remedies that Elections Canada is otherwise entitled to under the Contract or the law.

### **Article 3 CRTC**

#### **Section 3.01 Contractor to Advise of all Proceedings that May Affect the Contract**

- 3.01.01 Within five Business Days of becoming aware of any application to or proceeding before the CRTC that may have an effect on the Contract, the Contractor must advise the Contracting Authority of the nature of the proceeding and how its outcome might affect the Contract.

#### **Section 3.02 Contractor to Advise of all Relevant Canadian Radio-television and Telecommunications Commission Rulings**

- 3.02.01 The Contractor must advise the Contracting Authority of any rulings made by the CRTC that could have an effect on the Contract, by identifying the specific ruling and the way it might affect the Contract. The Contractor must provide this information within a reasonable time following the ruling, not to exceed three (3) months or, if the Contracting Authority has requested information about a specific ruling, within thirty (30) calendar days of that request.
- 3.02.02 If a ruling by the CRTC results in an interpretation of the Tariff that is inconsistent with the other provisions of the Contract (or a ruling that additional tariffs apply to the Contract), the Contractor will be in breach of the warranties and representations set out in Section 8.01 or 13.01, as applicable.

## Article 4 Confidentiality

### Section 4.01 Information on Elections Canada

- 4.01.01 In relation to all telecommunications services and products provided by the Contractor under the Contract, unless Elections Canada provides express consent or disclosure is pursuant to a legal power, all information kept by the Contractor regarding Elections Canada or its users, other than the name, address and listed telephone number, is confidential and may not be disclosed by the Contractor to anyone other than:
- (a) the Contracting Authority;
  - (b) a person who, in the reasonable judgment of the Contractor, is seeking the information as an agent of Elections Canada; however, the Contractor acknowledges that only the Contracting Authority may designate an individual as an agent of Elections Canada and will do so in writing;
  - (c) another telephone company, provided the information is required for the efficient and cost-effective provision of telephone service and disclosure is made on a confidential basis with the information to be used only for that purpose;
  - (d) a company involved in supplying Elections Canada with telephone or telephone directory related services, provided the information is required for that purpose and disclosure is made on a confidential basis with the information to be used only for that purpose; or
  - (e) an agent retained by the Contractor to evaluate Elections Canada's creditworthiness or collect Elections Canada's account, provided the information is required for and is to be used only for that purpose.
- 4.01.02 Express consent may be taken to be given by Elections Canada only where the Contracting Authority or a person designated in writing by the Contracting Authority provides:
- (a) written consent;
  - (b) oral confirmation verified by an independent third party;
  - (c) electronic confirmation through the use of a toll-free number;
  - (d) electronic confirmation through the Internet;
  - (e) oral consent, where an audio recording of the consent is retained by the carrier; or
  - (f) consent through other methods, as long as an objective documented record of customer consent is created by Elections Canada or by an independent third party.

4.01.03 The Contractor acknowledges that the security requirements of the Contract also apply to all Elections Canada's information.

## **Article 5 Price Protection**

### **Section 5.01 Price Protection**

5.01.01 The Contractor warrants that the rates being charged under the Contract are just and reasonable, as required by section 27 of the *Telecommunications Act*, S.C. 1993, c. 38. The Contractor also represents and warrants that the prices are at least as low as those charged by the Contractor to other customers for similar services under similar contract conditions.

5.01.02 Within ten Business Days of a request by the Contracting Authority, the Contractor must provide a certification signed by its chief financial officer confirming that the prices charged under the Contract are at least as low as those charged by the Contractor to other customers for similar services under similar contract conditions.

## **Article 6 Limitation of Liability for Mandatory 9-1-1 Emergency Service for Wireless Telecommunications Services**

### **Section 6.01 Limitation of Liability**

6.01.01 Despite any other provision of the Contract concerning liability, the Contractor's liability with respect to the provision of 9-1-1 emergency services for wireless telecommunications (if those services are provided under the Contract) will be determined as follows:

(a) The Contractor's liability is not limited by paragraphs (b) through (d) below, in cases of deliberate fault, gross negligence or anti-competitive conduct on the part of the Contractor or in cases of breach of contract where the breach results from gross negligence of the Contractor.

(b) Except in cases where negligence on the part of the Contractor results in physical injury, death or damage to Elections Canada's property or premises, the Contractor's liability for negligence related to the provision of emergency services is limited to the greater of \$20 and three times the amount Elections Canada would otherwise be entitled to receive as a refund for the provision of defective service under the Contract.

(c) In respect of the provision of emergency services, the Contractor is not liable:

i. for libel, slander, defamation or the infringement of copyright arising from material or messages transmitted over the Contractor's telecommunications

network from Elections Canada's property or premises or recorded by Elections Canada's equipment or the Contractor's equipment,

- ii. for damages arising out of the act, default, neglect or omission of Elections Canada in the use or operation of equipment provided by the Contractor, or
- iii. for damages arising out of the transmission of material or messages over the Contractor's telecommunications network on behalf of Elections Canada, which is in any way unlawful.

(d) When facilities of other companies or telecommunications systems are used in establishing connections to or from customer-controlled facilities and equipment, the Contractor is not liable for any act, omission or negligence of the other companies or telecommunications systems in relation to the provision of emergency services on a mandatory (i.e., as mandated by the CRTC) basis to Elections Canada.

6.01.02 Any other provisions of the Contract concerning liability continue to apply to all services or products other than 9-1-1 emergency services for wireless telecommunications.

## **Part II – Additional Conditions: Tariffed Services and Products**

### **Article 7 Interim Tariff**

#### **Section 7.01 Status of Contract Pending Final Approval from Canadian Radio-television and Telecommunications Commission**

7.01.01 If the Contract has been awarded to the Contractor on the basis of an interim tariff approval from the CRTC, the Contractor must not start the Work before receiving final tariff approval from the CRTC. When it receives final approval, the Contractor must submit the following to the Contracting Authority:

- (a) the Tariff in the final form approved by the CRTC; and
- (b) a list of any revisions made to the version of the draft Tariff originally submitted with the Contractor's bid and an explanation of how these revisions affect the Contract.

7.01.02 Elections Canada will review the Contractor's submission and will determine whether the revisions to the original form of the draft Tariff affect:

- (a) its compliance with the mandatory requirements of the bid solicitation that resulted in the contract award;
- (b) its score under the rated requirements of the bid solicitation, if any; or

(c) its ranking compared to other bidders in accordance with the evaluation process described in the bid solicitation.

7.01.03 If Elections Canada determines that the Contractor remains compliant to the requirements of the bid solicitation and that its ranking compared to other bidders has been unaffected by the revisions to the Draft Tariff, Elections Canada will advise the Contractor to proceed with the Work.

7.01.04 If Elections Canada determines that, as a result of the revisions to the draft Tariff, the Contractor is either no longer compliant or would no longer have been the top-ranked bidder under the evaluation process described in the bid solicitation, Elections Canada may terminate the Contract for default, without any cost or penalty to Elections Canada, and proceed to consider the next-ranked bid for contract award under the provisions of the bid solicitation.

7.01.05 Unless the Contractor receives approval sooner, Elections Canada will allow no less than the following time period following the date of the Contract for the Contractor to obtain final approval of the Draft Tariff:

(a) if the CRTC granted the interim approval on the basis of an *ex parte* application, no fewer than 70 Business Days following the date of the Contract; or

(b) if the CRTC granted the interim approval on the basis of a public process, no fewer than 55 Business Days following the date of the Contract.

If the Contractor fails to obtain final approval of the Draft Tariff from the CRTC in this time period, Elections Canada will be entitled to terminate the Contract for default, without cost or penalty, and proceed to consider the next-ranked bid for contract award.

## **Article 8 Telecommunications Warranties and Representations**

### **Section 8.01 General Contractor Warranties and Representations**

8.01.01 Elections Canada acknowledges that non-forborne telecommunications services and products are required to be provided in accordance with the applicable tariffs approved by the CRTC. However, the Contractor warrants that:

(a) the Tariff consists of the only tariff(s) that apply to the provision of the services and products to be provided under the Contract;

(b) the Tariff does not contain any rate ranges and all prices listed in the Tariff are firm prices or, if the Tariff does include rate ranges, the Tariff includes a clause expressly stating that, despite the rate range in the Tariff, all prices under a contract are firm prices for the entire duration of the contract and cannot be changed without the

written consent of the customer (meaning that the Contractor cannot change the prices charged under the Contract, even within the rate range established in the Tariff, without the Contracting Authority's consent in writing);

- (c) the non-forborne services and products to be provided under the Contract and the rates at which those services and products will be provided are in accordance with the Tariff;
- (d) the Tariff is not inconsistent with any other provisions of the Contract; and
- (e) the Contractor has sought and obtained all necessary approvals from the CRTC to ensure that the Contract represents the entire agreement between the Contractor and Elections Canada.

8.01.02 The Contractor acknowledges that Elections Canada has relied on these warranties and representations in awarding the Contract to the Contractor.

## **Article 9 Amendments to the Tariff**

### **Section 9.01 Contractor not to File Amendments to Tariff without consent**

9.01.01 If the Contract was awarded as a result of a competitive process, the Contractor agrees that it will not, on its own initiative, seek any amendment to any tariff (including any general tariff, special facilities tariff or customer-specific tariff) that forms part of the Tariff without the Contracting Authority's prior written consent. If the Contractor makes an amendment that results in the Tariff no longer being consistent with the other provisions of the Contract, the Contractor will be in breach of the warranties and representations set out in Section 8.01.

### **Section 9.02 Mandated Amendments to the Tariff**

9.02.01 If the CRTC, on its own initiative, directs the Contractor to amend the Tariff, the Contractor will not be considered to be in breach of the warranties and representations set out in Section 8.01. However, interpretations by the CRTC of the Tariff will not be considered to be CRTC-initiated amendments to the Tariff unless the CRTC specifically orders that the Tariff be amended as a result of its order. An order by the CRTC that the conditions of the Contract be amended to conform to the Tariff (without amending the Tariff itself) is not considered to be a CRTC-initiated amendment to the Tariff and will constitute a breach of the warranties and representations set out in Section 8.01.

## **Article 10 Limitation of Liability for Tariffed Telecommunications Services and Products**

10.01.01 Despite any other provision of the Contract, any limitation of liability set out in the Tariff applies to

the services or products subject to the Tariff. Any other provisions of the Contract concerning limitation of liability continue to apply to all other services or products to which the Tariff does not expressly apply.

## **Article 11 Termination for Convenience**

11.01.01 In addition to Elections Canada's payment obligations set out in Subsection 21.01.02 of the General Conditions, Elections Canada acknowledges that if it exercises its right to terminate for convenience in respect of telecommunications services or products subject to the Tariff and the price for that specific service or product is associated with a minimum term for the service, any termination charges specified in the Tariff will apply.

## **Article 12 Deregulation of Services or Products**

12.01.01 If, during the Term, the law no longer requires any of the services or products under the Contract to be provided in accordance with the Tariff, at Elections Canada's option, the conditions of the former Tariff will immediately cease to apply to the Contract and the Contract will be interpreted accordingly.

12.01.02 If the Contractor continues to be required by law to provide the services or products in accordance with the Tariff in only some locations, Elections Canada may choose to have the conditions of the Tariff apply only to those locations.

12.01.03 At the time the conditions of the former Tariff cease to apply to any services or products, the Contractor agrees, throughout the remainder of the Term, to lower its prices to the lowest price it charges to any other customer receiving similar quality and quantity of services or products (or fewer services or products).

## **Part III – Additional Conditions: Non-tariffed Services and Products**

### **Article 13 Telecommunications Warranties and Representations**

#### **Section 13.01 Contractor Warranties and Representations**

13.01.01 The Contractor warrants that the provision of each of the services and products to be provided by the Contractor under the Contract is either non-regulated or forborne and, as a result, no tariffs apply to the Contract. The Contractor also warrants and represents that it has sought and obtained all necessary approvals from the CRTC to ensure that the Contract represents the entire agreement between the Contractor and Elections Canada.

13.01.02 The Contractor acknowledges that Elections Canada has relied on these warranties and representations in awarding the Contract to the Contractor.



**Annex D**  
**General Conditions**  
***Services***

**Article 1 Interpretation**

**Section 1.01 Definitions**

1.01.01 In the Contract, unless the context otherwise requires:

“Articles of Agreement” means the clauses and conditions incorporated in full text in the body of the Contract; it does not include these general conditions, any supplemental general conditions, annexes, the Contractor’s bid or any other document;

“Canada” means Her Majesty the Queen in right of Canada;

“Contract” means the Articles of Agreement, these general conditions, any supplemental general conditions, annexes and any other document specified or referred to as forming part of the Contract, all as amended by agreement of the Parties from time to time;

“Contracting Authority” means the person designated by that title in the Contract, or by notice to the Contractor, to act as Elections Canada’s representative to manage the Contract;

“Contractor” means the person, entity or entities named in the Contract to supply goods, services or both to Elections Canada;

“Contract Price” means the amount stated in the Contract to be payable to the Contractor for the Work, exclusive of applicable sales tax;

“Cost” means cost determined according to Contract Cost Principles 1031-2 as revised to the date of the bid solicitation or, if there was no bid solicitation, the date of the Contract;

“EC Property” means anything supplied to the Contractor by or on behalf of Elections Canada for the purposes of performing the Contract and anything acquired by the Contractor in any manner in connection with the Work, the cost of which is paid by Elections Canada under the Contract;

“Elections Canada” means the Chief Electoral Officer and any other person duly

authorized to act on his behalf;

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

### **Section 1.02 Powers of Elections Canada**

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

### **Section 1.03 Status of the Contractor**

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

### **Section 1.04 Severability**

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

### **Section 1.05 Entire Agreement**

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

## **Article 2 Conduct of the Work**

## **Section 2.01 Representation and Warranties**

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

## **Article 3 Work**

### **Section 3.01 Specification**

- 3.01.01 All Specifications provided by Elections Canada or on behalf of Elections Canada to the Contractor in connection with the Contract belong to Elections Canada and must be used

by the Contractor only for the purpose of performing the Work.

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

### **Section 3.02 Condition of Material**

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

### **Section 3.03 Replacement of Specific Individuals**

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

### **Section 3.04 Inspection and Acceptance of the Work**

- 3.04.01 All the Work is subject to inspection and acceptance by Elections Canada. Inspection and acceptance of the Work by Elections Canada do not relieve the Contractor of its

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

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

### **Section 3.05 Time of the Essence**

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

## **Article 4 Subcontracts**

### **Section 4.01 Consent**

- 4.01.01 Except as provided in Subsection 4.01.02, the Contractor must obtain the written consent of the Contracting Authority before subcontracting or permitting the subcontracting of any part of the Work. A subcontract includes a contract entered into by any subcontractor at any tier to perform any part of the Work.
- 4.01.02 The Contractor is not required to obtain consent for subcontracts specifically authorized in the Contract. The Contractor may also without the consent of the Contracting Authority:
- (a) purchase "off-the-shelf" items and any standard articles and materials that are ordinarily produced by manufacturers in the normal course of business;
  - (b) subcontract any portion of the Work as is customary in the carrying out of similar contracts; and
  - (c) permit its subcontractors at any tier to make purchases or subcontract as permitted in Paragraphs (a) and (b).

### **Section 4.02 Subcontractor to be bound by Contract**

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

## **Article 5 Harassment in the Workplace**

### **Section 5.01 No Tolerance**

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

## **Article 6 Payment**

### **Section 6.01 Invoice 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 16 – Excusable Delay has occurred, Elections Canada may, at Elections Canada's discretion, withhold all or a portion of any payment due to the Contractor until a "work-around" plan approved by Elections Canada has been implemented in accordance with Article 16. 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 Ownership**

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

#### **Article 11 Elections Canada Property**

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

the Contract.

## **Article 12 Liability**

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 13 Confidentiality**

### **Section 13.01 Confidentiality**

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

source that is known to be under an obligation to the other Party not to disclose the information; or

(c) is developed by a Party without use of the information of the other Party.

- 13.01.05 Wherever possible, the Contractor must mark or identify any proprietary information delivered to Elections Canada under the Contract as “Property of (Contractor’s name), permitted uses defined under Elections Canada Contract No. (fill in Contract Number)”. Elections Canada will not be liable for any unauthorized use or disclosure of information that could have been so marked or identified and was not.
- 13.01.06 If the Contract, the Work, or any information referred to in Subsection 13.01.01 is identified as TOP SECRET, SECRET, CONFIDENTIAL, or PROTECTED by Elections Canada, the Contractor must at all times take all measures reasonably necessary for the safeguarding of the material so identified, including those set out in the PWGSC Industrial Security Manual and its supplements and any other instructions issued by Canada.
- 13.01.07 If the Contract, the Work, or any information referred to in Subsection 13.01.01 is identified as TOP SECRET, SECRET, CONFIDENTIAL, or PROTECTED, by Elections Canada, representatives of Elections Canada are entitled to inspect the Contractor’s premises and the premises of a subcontractor at any tier for security purposes at any time during the term of the Contract. The Contractor must comply with, and ensure that any subcontractor complies with, all written instructions issued by Elections Canada dealing with the material so identified, including any requirement that employees of the Contractor or of any subcontractor execute and deliver declarations relating to reliability screenings, security clearances and other procedures.

### **Section 13.02 An Oath of Secrecy**

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

## **Article 14 Copyright**

### **Section 14.01 Copyright**

- 14.01.01 In this Section, “Material” means anything that is created by the Contractor as part of the Work under the Contract, that is required by the Contract to be delivered to Elections Canada and in which copyright subsists. “Material” does not include anything created by the Contractor before the date of the Contract.
- 14.01.02 Copyright in the Material belongs to Elections Canada and the Contractor must include the copyright symbol and either of the following notice on the Material: © Her Majesty the Queen in right of Canada (year) or © Sa Majesté la Reine du chef du Canada (année).

- 14.01.03 The Contractor must not use, copy, divulge or publish any Material except as is necessary to perform the Contract. The Contractor must execute any conveyance and other documents relating to copyright in the Material as Elections Canada may require.
- 14.01.04 The Contractor must provide at the request of Elections Canada a written permanent waiver of moral rights, in a form acceptable to Elections Canada, from every author that contributed to the Material. If the Contractor is the author of the Material, the Contractor permanently waives its moral rights in the Material.

#### **Section 14.02 Use and Translation of Documentation**

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

#### **Article 15 Intellectual Property Infringement and Royalties**

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

- (c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Elections Canada (or by someone authorized by Elections Canada); or
- (d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software:

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

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

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

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

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

## **Article 16 Excusable Delay**

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

- (a) is beyond the reasonable control of the Contractor;
- (b) could not reasonably have been foreseen;
- (c) could not reasonably have been prevented by means reasonably available to the Contractor; and
- (d) occurred without the fault or neglect of the Contractor, will be considered an “Excusable Delay” if the Contractor 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.

16.01.02 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.

16.01.03 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.

16.01.04 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.

16.01.05 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.

16.01.06 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 17 Suspension of the Work**

- 17.01.01 The Contracting Authority may at any time, by written notice, order the Contractor to suspend or stop the Work or part of the Work under the Contract for a period of up to 180 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 18 or Article 19 .
- 17.01.02 The Contracting Authority may, whether in the notice of the order or during the 180 calendar days referred to in Subsection 17.01.01, request that the Contractor provide information regarding the status of the Work or outstanding invoices. The Contractor shall respond within the timeline provided in the request.
- 17.01.03 When an order is made under Subsection 17.01.01, unless the Contracting Authority terminates the Contract by reason of default by the Contractor or the Contractor abandons the Contract, the Contractor will be entitled to be paid its additional costs incurred as a result of the suspension plus a fair and reasonable profit.
- 17.01.04 When an order made under Subsection 17.01.01 is cancelled, the Contractor must resume work in accordance with the Contract as soon as practicable. If the suspension has affected the Contractor's ability to meet any delivery date under the Contract, the date for performing the part of the Work affected by the suspension will be extended for a period equal to the period of suspension plus a period, if any, that in the opinion of the Contracting Authority, following consultation with the Contractor, is necessary for the Contractor to resume the Work. Any equitable adjustments will be made as necessary to any affected conditions of the Contract.

### **Article 18 Default by the Contractor**

- 18.01.01 If the Contractor is in default in carrying out any of its obligations under the Contract, the Contracting Authority may, by giving written notice to the Contractor, terminate for default the Contract or part of the Contract. The termination will take effect immediately or at the expiration of a cure period specified in the notice, if the Contractor has not cured the default to the satisfaction of the Contracting Authority within that cure period.
- 18.01.02 If the Contractor becomes bankrupt or insolvent, makes an assignment for the benefit of

creditors, or takes the benefit of any statute relating to bankrupt or insolvent debtors, or if a receiver is appointed under a debt instrument or a receiving order is made against the Contractor, or an order is made or a resolution passed for the winding down of the Contractor, the Contracting Authority may, to the extent permitted by the laws of Canada, by giving written notice to the Contractor, immediately terminate for default the Contract or part of the Contract.

18.01.03 If Elections Canada gives notice under Subsection 18.01.01 or 18.01.02, the Contractor will have no claim for further payment except as provided in this Article. The Contractor will be liable to Elections Canada for all losses and damages suffered by Elections Canada because of the default or occurrence upon which the notice was based, including any increase in the cost incurred by Elections Canada in procuring the Work from another source. The Contractor agrees to repay immediately to Elections Canada the portion of any advance payment that is unliquidated at the date of the termination.

18.01.04 Upon termination of the Contract under this Article, the Contracting Authority may require the Contractor to deliver to Elections Canada, in the manner and to the extent directed by the Contracting Authority, any completed parts of the Work, not delivered and accepted before the termination and anything the Contractor has acquired or produced specifically to perform the Contract. In such a case, subject to the deduction of any claim that Elections Canada may have against the Contractor arising under the Contract or out of the termination, Elections Canada will pay or credit to the Contractor:

(a) the value, of all completed parts of the Work delivered to and accepted by Elections Canada, based on the Contract Price, including the proportionate part of the Contractor's profit or fee included in the Contract Price; and

(b) the cost to the Contractor that Elections Canada considers reasonable in respect of anything else delivered to and accepted by Elections Canada.

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

18.01.05 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.

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

### **Article 19 Termination for Convenience**

19.01.01 At any time before the completion of the Work, the Contracting Authority may, by giving notice in writing to the Contractor, terminate for convenience the Contract or part of the

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

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

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

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

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

#### **Article 20 Assignment**

20.01.01 The Contractor must not assign the Contract without first obtaining the written consent of the Contracting Authority. Any assignment made without that consent is void and will have no effect. The assignment will be effective upon execution of an assignment agreement signed by the Parties and the assignee.

20.01.02 Assignment of the Contract does not relieve the Contractor from any obligation under the Contract and it does not impose any liability upon Elections Canada.

#### **Article 21 Right of Set-Off**

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

## **Article 22 Amendments and Waivers**

### **Section 22.01 Amendment**

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

### **Section 22.02 Waiver**

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

## **Article 23 Codes**

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

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

### **Section 23.02 Code of Conduct for Procurement**

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

## **Article 24 No Bribe or Conflict**

### **Section 24.01 No Bribe**

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

#### **Section 24.02 No Conflict of Interest**

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

#### **Article 25 Contingency Fees**

- 25.01.01 The Contractor certifies that it has not, directly or indirectly, paid or agreed to pay and agrees that it will not, directly or indirectly, pay a contingency fee for the solicitation, negotiation or obtaining of the Contract to any person, other than an employee of the Contractor acting in the normal course of the employee's duties.
- 25.01.02 In this 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 26 International Sanctions**

- 26.01.01 Persons in Canada, and Canadians outside of Canada, are bound by economic sanctions imposed by Canada. As a result, Elections Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to economic sanctions.
- 26.01.02 The Contractor must not supply to Elections Canada any goods or services which are subject to economic sanctions.
- 26.01.03 The Contractor must comply with changes to the regulations imposed during the period of the Contract. The Contractor must immediately advise Elections Canada if it is unable to perform the Work as a result of the imposition of economic sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services. If the Parties cannot agree on a work around plan, the Contract will be terminated for the convenience of Elections Canada in accordance with Article 19 .

#### **Article 27 Notice**

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

#### **Article 28 Survival**

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

#### **Article 29 Governing Law**

##### **Section 29.01 Compliance with Applicable Laws**

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

#### **Article 30 Successor and Assigns**

The Contract is binding upon and enures to the benefit of Elections Canada and its successors and

assigns and the Contractor and its successors and permitted assigns.

# Annex E - SRCL



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat <b>17 - 0001</b>
Security Classification / Classification de sécurité Unclassified

## 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 <b>Elections Canada</b>		2. Branch or Directorate / Direction générale ou Direction Chief Information Officer	
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 This SRCL encompasses protected information about IT networks and infrastructure that will be shared with the winning vendor of the EC MAN/WAN Services RFP.			
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input checked="" type="checkbox"/> No / Non	<input type="checkbox"/> Yes / Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/> No / Non	<input type="checkbox"/> Yes / Oui
6. Indicate the type of access required / Indiquer le type d'accès requis			
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)		<input type="checkbox"/> No / Non	<input checked="" type="checkbox"/> Yes / Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		<input checked="" type="checkbox"/> No / Non	<input type="checkbox"/> Yes / Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		<input checked="" type="checkbox"/> No / Non	<input type="checkbox"/> Yes / Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès			
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>	
7. b) Release restrictions / Restrictions relatives à la diffusion			
No release restrictions / Aucune restriction relative à la diffusion <input 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 checked="" type="checkbox"/>			
Restricted to: / Limité à: <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 checked="" type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>	
PROTECTED B / PROTÉGÉ B <input 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"/>	





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**PART A (continued) / PARTIE A (suite)**

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  No  Yes  
 Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?  Non  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?  No  Yes  
 Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?  Non  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<br>COTE DE FIABILITÉ | <input type="checkbox"/> CONFIDENTIAL<br>CONFIDENTIEL           | <input type="checkbox"/> SECRET<br>SECRET           | <input type="checkbox"/> TOP SECRET<br>TRÈS SECRET               |
| <input type="checkbox"/> TOP SECRET- SIGINT<br>TRÈS SECRET - SIGINT         | <input type="checkbox"/> NATO CONFIDENTIAL<br>NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET<br>NATO SECRET | <input type="checkbox"/> COSMIC TOP SECRET<br>COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS<br>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?  No  Yes  
 Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?  Non  Oui  
 If Yes, will unscreened personnel be escorted?  
 Dans l'affirmative, le personnel en question sera-t-il escorté?  No  Yes  
 Non  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?  No  Yes  
 Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?  Non  Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?  No  Yes  
 Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?  Non  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?  No  Yes  
 Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?  Non  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?  No  Yes  
 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?  Non  Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?  No  Yes  
 Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?  Non  Oui



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

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.  
Les utilisateurs qui remplissent le formulaire **manuellement** doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form **online** (via the Internet), the summary chart is automatically populated by your responses to previous questions.  
Dans le cas des utilisateurs qui remplissent le formulaire **en ligne** (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

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

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?  
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



Government of Canada / Gouvernement du Canada

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PART D - AUTHORIZATION / PARTIE D - AUTORISATION				
<b>13. Organization Project Authority / Chargé de projet de l'organisme</b>				
Name (print) - Nom (en lettres moulées) Salil Dhingra		Title - Titre Director, Project Portfolio Management	Signature <i>Salil Dhingra</i>	Date Apr 17/18
Telephone No. - N° de téléphone 819-939-2399	Facsimile No. - N° de télécopieur 819-939-1200	E-mail address - Adresse courriel salil.dhingra@elections.ca		Date Apr 17/18
<b>14. Organization Security Authority / Responsable de la sécurité de l'organisme</b>				
Name (print) - Nom (en lettres moulées) Denise Bouchard		Title - Titre Assistant Director	Signature <i>Denise Bouchard</i>	Date 2018/04/17
Telephone No. - N° de téléphone 819-939-1413	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel		Date 2018/04/17
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?				<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
<b>16. Procurement Officer / Agent d'approvisionnement</b>				
Name (print) - Nom (en lettres moulées) Barbara Robertson		Title - Titre Senior Advisor, PCS	Signature <i>Barbara Robertson</i>	Date APR 19 2018
Telephone No. - N° de téléphone 819-939-1493	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel Barbara.D.Robertson@elections.ca		Date APR 19 2018
<b>17. Contracting Security Authority / Autorité contractante en matière de sécurité</b>				
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature	Date
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel		Date



## **Metropolitan Area Network (MAN) Services**

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### **Part 7**

## **Technical Evaluation Criteria**

## **SECTION A – INSTRUCTIONS TO BIDDERS**

1. The Bidder must respond to the technical mandatory criteria specified in Table A below by providing a description explaining, demonstrating, evidencing, substantiating, or justifying how it meets the mandatory criteria. Bidder's responses should be relevant, thorough, clear, and concise. Bidders are required to utilize the unique number identified with each criteria and the associated title in responding to the mandatory criteria.
2. Project references must have been commenced by the solicitation closing date. For project references that have not been completed at the solicitation closing date, the project duration will be calculated as the duration between the project start date and the solicitation closing date.
3. In addition to the information requested in the individual criterion, the bidder is requested to include complete client contact information for each project reference including the client contact name, title and telephone number or e-mail address. The client contact for any project reference must be an employee of the originating client organization.

**TABLE A – MANDATORY TECHNICAL EVALUATION CRITERIA**

#	Mandatory Technical Evaluation Criteria	Scoring Methodology
<b>M1</b>	<p><b>Organizational Structure</b></p> <p>The bidder must provide an organization chart for the bidder showing all persons including, but not limited to, organizations, bodies corporate, societies, companies, firms, partnerships, associations of persons, parent companies or subsidiaries, whether partly or wholly-owned, as well as individuals, directors, officers and key employees if:</p> <ul style="list-style-type: none"> <li>i. one entity [listed above] controls or has the power to control the other entity, or</li> <li>ii. a third entity has the power to control the other entities.</li> </ul>	<input type="checkbox"/> Met <input type="checkbox"/> Not Met
<b>M2</b>	<p><b>Minimum Annual Revenue and Corporate Information</b></p> <p>The bidder must have an annual revenue equal to or greater than \$20 million.</p> <p>The bidder must provide the following information:</p> <ul style="list-style-type: none"> <li>a) Bidder Name, Corporate Address, and Canadian office locations;</li> <li>b) Bidder Contact Information (Name, Telephone Number and e-mail Address);</li> <li>c) Bidder IT Security Contact (Name, Telephone Number and e-mail Address);</li> <li>d) Bidder Privacy Contact (Name, Telephone Number and e-mail Address);</li> <li>e) Brief Company History;</li> <li>f) Financial statements for the most recent fiscal year.</li> </ul>	<input type="checkbox"/> Met <input type="checkbox"/> Not Met
<b>M3</b>	<p><b>Corporate Experience</b></p> <p>The bidder must provide three project references that demonstrate its experience delivering Enterprise Network Services to Unrelated Clients. Each project reference must be for a minimum of 36 consecutive months.</p> <p>Enterprise Network Services must include all of the following:</p> <ul style="list-style-type: none"> <li>i. network services</li> </ul>	<input type="checkbox"/> Met <input type="checkbox"/> Not Met

#	Mandatory Technical Evaluation Criteria	Scoring Methodology
	<ul style="list-style-type: none"> <li>ii. disaster recovery services</li> <li>iii. proactive monitoring</li> <li>iv. help desk services</li> </ul> <p>A Client is any organization that is unrelated to the bidder. An Unrelated Client is one that is not, in any way, an affiliate of any of the other Clients used to respond to this requirement.</p> <p>To demonstrate they meet this requirement, the Bidder must provide one completed Project Reference Form for each Unrelated Client project reference.</p>	
<b>M4</b>	<p><b>Key Resources' Experience</b></p> <p>The bidder's proposed two key resources, as specified in Section 11.1 of Annex A – Statement of Work, must have experience, obtained during the five years prior to the closing date for this RFP, in building, deploying and operating enterprise grade Layer 2 networking services, where each client has 500+ employees.</p> <p>The bidder must describe in sufficient detail the extent of the overall experience of the proposed two key resources in the supply and servicing of those services, including maintenance and break/fix, operating 24 hours per day, 7 days per week, 365 days per year with at least a 4-hour response time, over the past 2 years.</p> <p>To demonstrate they meet this requirement, the Bidder must provide one completed Project Reference Form.</p>	<input type="checkbox"/> Met <input type="checkbox"/> Not Met
<b>M5</b>	<p><b>Network Operations</b></p> <p>The bidder must have provided to a Client a centralized service desk and network operations center located in Canada to manage Enterprise Network Services for a period of at least 24 continuous months (which can include the implementation phase) in the last five years prior to the closing date of this RFP, where the service desk and network operations center it provided met or exceeded all of the following:</p> <ul style="list-style-type: none"> <li>i. provided 7 day x 24 hour x 365 day service monitoring;</li> <li>ii. provided 7 day x 24 hour x 365 day change and incident tracking;</li> <li>iii. provided 7 day x 24 hour x 365 day incident escalations; and</li> <li>iv. provided 7 day x 24 hour x 365 day bilingual (English and French)</li> </ul>	<input type="checkbox"/> Met <input type="checkbox"/> Not Met

#	Mandatory Technical Evaluation Criteria	Scoring Methodology
	phone support.  To demonstrate they meet this requirement, the Bidder must provide one completed Project Reference Form.	



## Form 1: Project Reference Form

### Instructions to bidders:

Bidders are to use the below Project Reference Form for each project reference in response to Mandatory Evaluation Criteria M3, M4 and M5.

PROJECT REFERENCE FORM	
<b>Mandatory Criterion Number</b> (from Table A - Mandatory Evaluation Criteria)	
<b>Project Reference Title</b>	
<b>Project Start and End Dates</b> (month-year format)	
<b>Number of Months Providing the Services</b>	
<b>Description of Referenced Project and Work Performed by the Bidder or Resource</b>	
<b>Name of Client Organization</b>	
<b>Number of Employees of Client Organization</b>	
<b>Name of Client Contact</b>	
<b>Title of Client Contact</b> (while working on the referenced project)	
<b>Role of Client Contact</b> (while working on the referenced project)	

## PROJECT REFERENCE FORM

<b>Name of Organization the Client Contact is Currently Working for</b>  (if the client-reference contact is no longer working for the client organization identified for the referenced project)	
<b>Current Telephone Number of Client Contact</b>	
<b>Current E-mail Address of Client Contact</b>	



## Metropolitan Area Network (MAN) Services

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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 Total Evaluated Price using the bidder's proposed prices submitted in accordance with Part 8 – Appendix A: Financial Evaluation Cost Model. The costing model will be applied to each bidder consistently.

**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.
- 3.05. The bidder's proposed prices must include all costs to provide the Work outlined in Annex A – Statement of Work of the Contract for the initial Term of the Contract plus the Option periods. Without limiting the generality of the foregoing and subject to Article 6 “Basis of Payment of Part 6 - Resulting Contract”, prices are 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 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. 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. FINANCIAL EVALUATION COST MODEL CONSIDERATIONS**

- 4.01. The bidder's Total Evaluated Price will be calculated using the attached Financial Evaluation Cost Model based on the following principles:
- a) Service Items 1 through 5 are procured for three years of twelve months each with two 12 month options
  - b) In the year of a General Election (Event), Service Items 1 and 2 are augmented with 1000 Mbps of additional bandwidth for a period of 12 months
  - c) In the year of a General Election (Event), Service Item 5 is augmented with 200 Mbps of additional bandwidth for a period of 12 months
  - d) Service Item 6 will not be included in the calculation of a bidder's Total Evaluated Price; however, as per subsection 4.4.6 of the Request for Proposal, Service Item 6 will be evaluated if more than one bidder is ranked first because of identical scores
  - e) The proposed One-time Firm Implementation Price is included in the calculation of a bidder's Total Evaluated Price

### **Part 8: Appendix A – Financial Evaluation Cost Model**

***Note to Bidders:***

***An Excel Financial Evaluation Cost Model is provided as a separate attachment to the RFP for bidders to complete as part of their financial proposal.***

**Part 8 - Appendix A: Financial Evaluation Cost Model**

COLOR KEY	
	CONTRACTOR INPUT CELL (Put "0" where not applicable)
	CONTRACTOR INPUT CELL (Not included in Total Evaluated Price)
	CALCULATED CELL
	CALACULATED CELL - TOTAL EVALUATED PRICE

Service Item	Site Address (Existing SDP)	Connect Site (Existing SDP)	Initial NAP Bandwidth	Firm Monthly Price (FMP) for Initial Bandwidth	Incremental Firm Monthly Price (FMP) for 100 Mbps of bandwidth	Incremental Firm Monthly Price (FMP) for 1000 Mbps of bandwidth	One-time Firm Implementation Price
1	350 King Edward Ave. (KED)	30 Victoria St., Gatineau (ECHQ)	1000Mbps	\$0.00	N/A	\$0.00	\$0.00
2	350 King Edward Ave. (KED)	30 Victoria St., Gatineau (ECHQ)	1000Mbps	\$0.00	N/A	\$0.00	\$0.00
3	350 King Edward Ave. (KED)	150 Tunney's Pasture Driveway & 440 Coventry Rd.	1000Mbps	\$0.00	N/A	\$0.00	\$0.00
4	150 Tunney's Pasture Driveway	350 King Edward Ave. (KED)	100Mbps	\$0.00	\$0.00	N/A	\$0.00
5	440 Coventry Rd.	350 King Edward Ave. (KED)	100Mbps	\$0.00	\$0.00	N/A	\$0.00
<b>Optional Service</b>							
6	350 King Edward Ave. (KED)	440 Coventry Rd.	100Mbps	\$0.00	\$0.00	N/A	\$0.00

Service Items	Initial 3 Year Contract Term Price (36 months)	Additional Bandwidth for GE (Event) Price (12 months)	Option Period 1 Price (12 months)	Option Period 2 Price (12 months)	One-time Firm Implementation Price
Items 1 to 5	\$0.00	N/A	\$0.00	\$0.00	\$0.00
Items 1 and 2 incremental 1000Mbps	N/A	\$0.00	N/A	N/A	N/A
Item 5 incremental 200Mbps	N/A	\$0.00	N/A	N/A	N/A
<b>Total</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

<b>Total Evaluated Price</b>	<b>\$0.00</b>
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## **Metropolitan Area Network (MAN) Services**

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### **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 Metropolitan Area Network (MAN) Services 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

3.1. Contracts with former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below.

3.2. For the purposes of this clause,

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

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

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

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

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

If yes, the Bidder must provide the following information:

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

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

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

If yes, the Bidder must provide the following information:

- (a) name of former public servant;
- (b) conditions of the lump sum payment incentive;
- (c) date of termination of employment;
- (d) amount of lump sum payment;
- (e) rate of pay on which lump sum payment is based;

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

#### **4. Status and Availability of Resources**

- 4.1. The Bidder certifies that, should it be awarded a contract as a result of the RFP, every resource proposed in its proposal will be available to perform the Work as required by Elections Canada and at the time specified in the RFP or agreed to with Elections Canada. If for reasons beyond its control, the Bidder is unable to provide the services of its proposed resources, the Bidder acknowledges that Elections Canada may:
- (a) at its sole discretion, either before or after obtaining the name of a replacement in accordance with Section 3.03 of the General Conditions, terminate the Contract for default, pursuant to Article 18 of the General Conditions; or
  - (b) request that the Bidder propose, in accordance with Section 3.03 of the General Conditions, a replacement with similar qualifications and experience. In response to such request, the Bidder must advise the Contracting Authority of the reason for the substitution.
- 4.2. If the Bidder has proposed any resource who is not an employee of the Bidder, the Bidder certifies that it has the permission from that resource to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Elections Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the resource, of the permission given to the Bidder and of his/her availability.

#### **5. General**

- 5.1. 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.
- 5.2. 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.

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Signature of the Authorized Representative of Bidder

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Date

Print Name of Authorized Representative of Bidder:

Print Title of Authorized Representative of Bidder: