



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.

Bidder's Name:
Address:
Tel No.:
E-mail:
IN WITNESS WHEREOF , the proposal in response to this Request for Proposal has been duly executed on behalf of the bidder by the hands of its officer duly authorized in that behalf

<i>signature of authorized signatory</i>

<i>print name of authorized signatory</i>

<i>print title of authorized signatory</i>
Date: _____

Office of the Chief Electoral Officer File No.
ECGZ-RFP-17-0692

Title:	Date:
Social Media Analytics Tool and Services	September 18, 2018

Request for Proposal Closing Date:
October 30, 2018 at 2:00PM (Gatineau time)

ENQUIRIES – address enquiries to:	
Office of the Chief Electoral Officer of Canada Procurement and Contracting Services 30 Victoria Street Gatineau QC K1A 0M6 proposition-proposal@elections.ca	
Attention:	Tel No.
Galina Zhukov	819-939-1486

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

This Request for Proposal (“RFP”) contains the following documents:

Part 1 – General Information

Part 2 – Bidder Instructions

Part 3 – Proposal Preparation Instructions

Part 4 – Evaluation Procedures and Basis of Selection

Part 5 – Security, Financial and Other Requirements

Part 6 – Resulting Contract

Annex A – Statement of Work

Annex B – Pricing Table

Annex C – Security Requirement Checklist

Annex D – Task Authorization Form

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

Annex F – General Conditions – Goods and Services

Annex G – Fair Price Certification [if applicable]

Part 7 – Technical Evaluation Criteria

Table A – Mandatory Technical Evaluation Criteria – Corporate Criteria;

Table B – Mandatory Technical Evaluation Criteria – Social Media Monitoring Tool Capabilities

- Certification;

Table C – Rated Evaluation Criteria / Live System Demonstration;

Template A – Client Reference Template;

Template B – Project Description Template.

Part 8 – Financial Evaluation Criteria

Financial Proposal Table Template

Part 9 – Certificates

Request for Proposal

ECGZ-RFP-17-0692

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

The prevalence of social media use among Canadians and the degree to which it permeates their lives makes social media listening and open source research a crucial element for real-time situational awareness of the electoral environment and identification of possible issues that can affect the electoral process. Social media and other open source information have become important sources that support EC in administering elections in accordance with the CEA while respecting the broadest principles of electoral integrity and democracy.

In order for EC to maintain awareness of the electoral environment and achieve its mandate, EC is seeking to procure a social media and open source data listening and analytics tool. It is also seeking to obtain the services of a Social Media Analyst and a Social Media Trainer that will enable EC to develop and implement its social media listening, analysis and reporting strategy as well as information-sharing among staff, teams and external stakeholders, as appropriate. Basically, the social media listening and analytics tool will let EC:

- (b)** listen in real-time to the electoral environment on social media and other open sources using specific handles, accounts, hashtags and keywords to maintain situational awareness; as well as and detect, assess and track trends and geo-located potential electoral anomalies or incidents as they unfold;
- (c)** gather, synthesize and extract all necessary social media information relating to EC's programs, including their metadata in order to report to senior management in a structured and timely manner. Doing so will help establish EC's situational awareness, better inform operational and strategic decisions, and better prepare and respond to possible incidents affecting elections; it will also provide EC with the ability to draw inferences on the data that the tool provides;
- (d)** analyze and filter social media and open source information based on key messages or issues, events, individuals or organizations, or locations;
- (e)** monitor EMB accounts during Electoral Periods to understand electoral integrity risks and issues experienced by EMBs so as to determine what kind of integrity risks and challenges EC could encounter during an Electoral Event; and learn best practices and methods other EMBs use to prevent, detect, manage and respond to the public or electoral issues;
- (f)** identify in real-time key influencers surrounding issues and prioritize inbound messages;
- (g)** participate in the improvement of digital communication strategies with better feedback on EC's communication tools;
- (h)** evaluate and measure the performance of EC's social media accounts and posts using indicators and metrics such as reach, engagement, audience, detailed follower information, as well as traffic directed to EC and related websites.

1.3.2 Period of the Contract

- (a) The Contract period is from the Effective Date of the Contract until XX, 2019.
- (b) The bidder grants to Elections Canada the irrevocable option to extend the period of the Contract by three (3) additional period(s) of one (1) year each under the same terms and conditions.

1.3.3 Security Requirement

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

1.3.4 Trade Agreements

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

1.4 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

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

2.6 Late Proposals

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

2.7 Delayed Proposals

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

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

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

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

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

2.8 Delayed Proposal When Using Courier Companies

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

2.9 Customs Clearance

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

2.10 Legal Capacity

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

2.11 Rights of Elections Canada

2.11.1 Elections Canada reserves the right to:

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

2.12 Rejection of Proposal

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

- (a) the bidder is bankrupt or, for whatever reason, its activities are rendered inoperable for an extended period;
- (b) evidence, satisfactory to Elections Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the bidder, any of its employees or any subcontractor included as part of the proposal;
- (c) evidence, satisfactory to Elections Canada, that based on past conduct or behavior, the bidder, a subcontractor or a person who is to perform the Work is unsuitable or has conducted himself/herself improperly;
- (d) Elections Canada has exercised its contractual remedies of suspension or termination for default with respect to a contract with the bidder, any of its employees or any subcontractor included as part of the proposal; and
- (e) Elections Canada determines that the bidder's performance on other contracts, including the efficiency and workmanship as well as the extent to which the bidder performed the Work in accordance with those contracts, is sufficiently poor to jeopardize the successful completion of the requirement of this RFP.

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

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

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

2.13 Communication – Solicitation Period

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

2.13.2 To ensure consistency and quality of information provided to bidders, and subject to Section 2.20, enquiries received and the replies to such enquiries that result in clarifications or modifications to the requirement or that provide additional information related to the requirement will be provided simultaneously to all bidders to which the RFP has been sent, in the same manner in which the RFP was sent, without revealing the sources of the enquiries.

2.14 Price Justification

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

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

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

2.15 Proposal Costs

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

2.16 Conduct of Evaluation

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

- (a) seek clarification or verification from bidders regarding any or all information provided by them with respect to the RFP;
- (b) contact any or all client references supplied by bidders to verify and validate any information submitted by them;
- (c) request, before the award of any contract, specific information with respect to bidders' legal status;
- (d) conduct a survey of bidders' facilities and/or examine their technical, managerial, and financial capabilities to determine if they are adequate to meet the requirements of the RFP;
- (e) correct any error in the extended pricing of proposals by using unit pricing and any error in quantities in proposals to reflect the quantities stated in the RFP; in the case of error in the extension of prices, the unit price will govern;
- (f) verify any information provided by bidders through independent research, use of any government resources or by contacting third parties; and
- (g) interview, at the sole costs of bidders, any bidder and/or any or all of the resources proposed by bidders to fulfill the requirement of the RFP.

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

2.17 Joint Venture

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

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

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

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

2.18 Conflict of Interest – Unfair Advantage

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

(a) if the bidder, any of its subcontractors, or any of their respective employees or former employees was involved in any manner in the preparation of the RFP or in any situation of conflict of interest or appearance of conflict of interest;

(b) if the bidder, any of its subcontractors, or any of their respective employees or former employees had access to information related to the RFP that was not available to other bidders and that would, in Elections Canada’s opinion, give or appear to give the bidder an unfair advantage.

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

2.18.3 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 (10) Business Days before the RFP closing date. Enquiries received after that time may not be answered.

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

2.21 Applicable Laws

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

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

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 15 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

2.23.1 The volumetric data provided to bidders in this RFP 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 (4) hard copies)
- Section II: Financial Proposal (one (1) hard copy)
- Section III: Certifications (one (1) hard copy)

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

3.1.3 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.

3.1.4 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.

3.1.5 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 The rated technical evaluation criteria are set out in Part 7 – Technical Evaluation Criteria.
- 4.2.3 Client References

- (a) Elections Canada may decide to contact any or all client references for all technical evaluation criteria or those for specific technical evaluation criteria only. If Elections Canada chooses to conduct client reference checks for any given technical evaluation criteria, it will contact the client references for those identified technical evaluation criteria of all remaining responsive bidders at that point.
- (b) Elections Canada will make only three attempts over a maximum of five Business Days from the first attempt to contact a client reference provided with the bidder's proposal (the "Original Contact Info"). If Elections Canada is not successful in reaching a client reference after three attempts using the Original Contact Info, the

Contracting Authority may ask the bidder for alternative contact information for that same client reference. Elections Canada will make only three attempts over a maximum of five Business Days from the first attempt to contact a client reference using the alternative contact information. The bidder will only be given the opportunity to provide alternative contact information one time for each client reference.

- (c) If Elections Canada is unsuccessful in obtaining a response from a client reference (either through the Original Contact Info or the alternative contact information), after making such attempts, the proposal will be deemed non-responsive and will not be given further consideration.
- (d) Wherever information provided by a client reference differs from the information supplied by the bidder, the information supplied by the client reference will be the information evaluated.
- (e) Points will not be allocated and/or a bidder will not meet the mandatory experience requirement (as applicable) if (1) the reference client states he or she is unable or unwilling to provide the information requested, (2) the reference client is not a customer of the bidder itself, or (3) the client is an affiliate of the bidder or of the client is any other entity that does not deal at arm's length with the bidder.

4.3. Financial Evaluation

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

4.4. Basis of Selection

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

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

Phase 1 – Mandatory Technical Evaluation

Phase 2 – Rated Technical Evaluation/Live Product Demonstration

Phase 3 – Financial Evaluation

Phase 4 – Determination of Highest Ranked Bidder

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

4.4.3 Phase 1 – Mandatory Technical Evaluation

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

4.4.4 Phase 2 – Rated Technical Evaluation

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

If any Phase 2 Proposal does not obtain the required minimum of 49 points overall for the technical evaluation criteria which are subject to point rating, such proposal will be deemed non-responsive and will not be given further consideration. The rating is performed on a scale of 70 points.

4.4.5 Phase 3 – Financial Evaluation

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

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

4.4.6 Phase 4 – Determination of Highest Ranked Bidder

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

$$\frac{\text{TECHNICAL PROPOSAL SCORE X 70\%}}{\text{MAXIMUM NUMBER OF POINTS}} + \frac{\text{LOWEST PRICE X 30\%}}{\text{BIDDER'S PRICE}} = \text{COMBINED EVALUATION SCORE}$$

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

4.4.7 If more than one bidder is ranked first because of identical scores, then the bidder with:

the best financial score will become the highest ranked bidder and will be considered for the award of a contract.

Part 5. Security, Financial and Other Requirements

5.1 Security Requirement

5.1.1 At the RFP closing date, 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 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.

5.2 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.

Contractor's Name and Address:

69T
 [insert Contractor's ADDRESS]
Attention: [insert at contract award]
E-mail: [insert at contract award]

[Note to Contracting Authority]

Insert section below if payment is to be issued to a different entity than the one listed above.

Remit Payment To:

[insert payment recipient, if different from above]
 [insert payment recipient ADDRESS]

Contract No.:

05005-XX-XXXX

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

ENQUIRIES & INVOICES

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

Send contract enquiries to:

69T [insert title] Procurement and Contracting Services	Tel No. 69T E-mail First.Last@elections.ca
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Send invoices to:

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

IN WITNESS WHEREOF, this Contract has been duly executed by the Chief Electoral Officer of Canada by his duly authorized representative and by the Contractor by the hands of its officer duly authorized in that behalf.

69T69T

 (signature of authorized representative)

 (print name of authorized representative)

 (print title of authorized representative)

Date: _____

Chief Electoral Officer

 (signature of authorized representative)

[insert name of delegated authority]

[insert title of delegated authority]
 Procurement and Contracting Services [delete if N/A]

Date: _____

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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 goods and services attached hereto as Annex F;
- “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;
- “SOW” means the statement of work attached hereto as Annex A and the appendices referred to therein, if any;
- “Task Authorization” means the form that comprises the Task Request and Task Request Proposal once approved by the Contracting Authority and Technical Authority in accordance with Article 10, a sample of which is attached hereto as Annex D;
- “Task Authorization Amendment” has the meaning ascribed to it in Section 10.04;
- “Task Request” means a request made by the Technical Authority to the Contractor in relation to Tasks;
- “Task Request Amendment” has the meaning ascribed to in Section 10.03;
- “Task Request Proposal” means the proposal by the Contractor in response to a Task Request containing at minimum the information set

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out in Subsection 10.02.02; and

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

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

Section 1.02 Priority of Documents

- 1.02.01 The following annexes are attached to and form an integral part of this Contract. If there is a discrepancy between the wordings of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.
 - 1. these Articles of Agreement;
 - 2. Annex A – Statement of Work;
 - 3. Annex B – Pricing Table;
 - 4. Annex C – Security Requirements Check List;
 - 5. Annex D – Sample Task Authorization Form;
 - 6. Annex E – Supplemental Conditions – Maintenance and Support Services for Licensed Software;
 - 7. Annex F – General Conditions – goods and services;

ARTICLES OF AGREEMENT

8. Annex G - Fair Price Certification [if applicable]; and
9. the Contractor's proposal, dated [insert date of proposal at contract award].

Article 2 Statement of Work

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

Article 3 Period of Contract

Section 3.01 Term

- 3.01.01 The Contract period is from the Effective Date of the Contract until XX, 2019 (the "Initial Term").

Section 3.02 Option to Extend

- 3.02.01 The Contractor grants to Elections Canada the irrevocable option to extend the period of the Contract by three (3) additional period(s) of one (1) year under the same terms and conditions.
- 3.02.02 Elections Canada may exercise the option at any time during the Term by sending a written notice to the Contractor at least five Business Days before the Contract expiry date.
- 3.02.03 The option to extend the term of the Contract may be exercised only by the Contracting Authority.
- 3.02.04 Upon exercising each option, the amount stated as the "total estimated cost (incl. applicable sales tax)" on the first page of the Contract shall be deemed to be increased to include the amount set out in Subsection 6.02.02.

Article 4 Authorities

Section 4.01 Contracting Authority

- 4.01.01 The Contracting Authority for the Contract is:

69T69T

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[insert title]

Procurement and Contracting Services
Elections Canada
30 Victoria Street
Gatineau QC K1A 0M6
Tel: 69T69T
E-mail: First.Last@elections.ca

- 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 the Contracting Authority by sending a written notice to the Contractor.

Section 4.02 Technical Authority

- 4.02.01 The Technical Authority for the Contract is:

[insert name at contract award]
Elections Canada
Tel: 819-939-[insert at contract award]
E-mail: First.Last@elections.ca

- 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 the 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:

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[insert name at contract award]

[insert title and company name at contract award]

Tel: [insert at contract award]

E-mail: [insert at contract award]

[Note to Bidders]

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

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

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

Article 6 Basis of Payment

Section 6.01 Contract Price

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

Section 6.02 Limitation of Expenditure

6.02.01 Elections Canada's total liability to the Contractor under the Contract for the Work performed during the Initial Term must not exceed [insert at contract award - \$XX,XXX.XX - MUST include Travel & Living Expenses or Other Direct Expenses].

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Customs duties are included and any applicable sales tax is extra.

- 6.02.02 If Elections Canada exercises the option to extend the period of the Contract as per Section 3.02, Elections Canada’s total liability to the Contractor for the Work performed during each additional period of one (1) year must not exceed [insert - \$XX,XXX.XX - MUST include Travel & Living Expenses or Other Direct Expenses and estimated amount is for each option year (assumption that the amount is the same for each option year)]. Customs duties are included and any applicable sales tax is extra.
- 6.02.03 Elections Canada’s obligation with respect to the portion of the Work under the Contract that is performed through Task Authorizations is limited to the amount set out in such Task Authorization.
- 6.02.04 No increase in the total liability of Elections Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any services that would result in Elections Canada’s total liability being exceeded before obtaining the written approval of the Contracting Authority.
- 6.02.05 With respect to each amount set out in Subsections 7.02.06 and 7.02.06, the Contractor must notify the Contracting Authority in writing as to the adequacy of such amount
 - (a) when it is 75 percent committed, or
 - (b) four months before the Contract expiry date, or
 - (c) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,whichever comes first.
- 6.02.06 If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Elections Canada’s liability.

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Section 6.03 Applicable Sales Tax

- 6.03.01 The estimated amount of sales tax, if applicable, is included in the Total Estimated Contract Cost specified on page 1 of the Contract. The applicable sales tax is not included in the Contract Price but will be paid by Elections Canada as provided in Article 10 - 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:
- (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

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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 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.

Article 9 Elections Canada Facilities and Personnel

Section 9.01 Access to the Location of the Work

- 9.01.01 Elections Canada’s facilities, equipment, documentation and personnel are not

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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 Tasking

Section 10.01 Additional Tasks

- 10.01.01 The Technical Authority may request that the Contractor provide Tasks on an "as and when requested basis". All Task Requests shall be authorized by both the Contracting Authority and the Technical Authority in accordance with this Article.
- 10.01.02 Task Requests shall be prepared using the sample Task Authorization attached hereto as Annex D.

Section 10.02 Authorization Process

10.02.01 **Step 1**

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

10.02.02 **Step 2**

The Contractor shall reply to the Task Request by submitting a proposal to the Task Request to the Contracting Authority and the Technical Authority within the

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timeframe specified in the Task Request (the “Task Request Proposal”).

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

The Task Request Proposal shall include the following:

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

10.02.03 **Step 3**

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

- (a) rejected;

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

10.02.04 Step 4

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

Section 10.03 Task Request Amendment

- 10.03.01 Any changes required to a Task Request (“Task Request Amendment”) must be authorized in writing by both the Contracting Authority and the Technical Authority and is subject to written concurrence by the Contractor. The new Task Request shall highlight the required amendments.
- 10.03.02 If the Contracting Authority determines that the Task Request Amendment will result in the limitation of expenditure set-out in Section 7.02 being exceeded, an amendment to the Contract must be signed prior to the approval of the Task Request Amendment.

Section 10.04 Task Authorization Amendment

- 10.04.01 Any changes required to a Task Authorization (“Task Authorization Amendment”) must be authorized in writing by both the Contracting Authority and the Technical Authority and is subject to written concurrence by the Contractor. The new Task Authorization shall highlight the amendments.
- 10.04.02 If the Contracting Authority determines that the Task Authorization Amendment will result in the limitation of expenditure set-out in Section 7.02 being exceeded, an amendment to the Contract must be signed prior to the approval of the Task Authorization Amendment.

Section 10.05 Task Completion and Task Closure Procedures

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

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

Section 10.06 Task Payment

- 10.06.01 Any adjustment to the Contract price that results from any agreed Task in accordance with this Article shall be paid in the manner set out in the Contract.
- 10.06.02 Elections Canada's obligation with respect to the portion of the Work under the Contract that is performed through Task Authorizations is limited to the total amount of the actual Tasks performed by the Contractor.

Article 11 Security Requirement

Section 11.01 Security Requirement

- 11.01.01 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.
- 11.01.02 The Contractor must comply with the provisions of the:
- (a) Security Requirements Check List, attached at Annex C; and
 - (b) Industrial Security Manual (latest edition).

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Article 12 Insurance

Section 12.01 Insurance

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

Article 13 Applicable Laws

Section 13.01 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.

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

Article 14 Certificates

Section 14.01 Certificates

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

[Note to Bidders]

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

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Section 14.02 Proactive Disclosure of Contracts with Former Public Servants

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

[Note to Bidders]

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

Section 14.03 Fair Price Certification

14.03.01 The Fair Price Certification signed by the Contractor and attached as Annex [XX] 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 15 Foreign Nationals

[Note to Bidders]

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

OPTION 1 – Canadian Contractors

Section 15.01 Canadian Contractors

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

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immigration requirements.

OPTION 2 – Foreign Contractors

Section 15.02 Foreign Contractors

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

Article 16 Access to Information

Section 16.01 Access to Information

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

[Note to Bidders]

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

Article 17 Joint Venture

Section 17.01 Joint Venture Contractor

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

[Insert at contract award]

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

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

17.01.02 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.

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

17.01.04 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.

17.01.05 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 18 Media Requests

Section 18.01 Media Requests

18.01.01 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

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



SOCIAL MEDIA ANALYTICS TOOL AND SERVICES

Annex A

Statement of Work (SOW)

PART I—INTERPRETATION

1. DEFINITIONS

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

CEA means the *Canada Elections Act*, S.C. 2000, c. 9, as occasionally amended

CEO means the Chief Electoral Officer of Canada

EC means the Office of the CEO, commonly known as Elections Canada

ECHQ means EC's offices located at 30 Victoria Street, Gatineau, Quebec

Election Day means the day of the vote in an Electoral Event

Electoral Event a generic term, means a general election, by-election or referendum

Electoral Period means the period beginning with the issue of the writ and ending on Election Day

Key Influencer means individuals who have built a reputation based on their knowledge and expertise on a particular topic

EMB means electoral management body, i.e. an organization that is legally responsible for, and whose sole purpose is, managing some or all of the elements that are essential for the conduct of election and direct democracy instruments—such as referendums, citizens' initiatives and recall votes—if those are part of the legal framework. EMB accounts are the official social media (Twitter, Facebook, YouTube, etc.) accounts used by EMBs to communicate with the population about elections and other matters that may be of interest to them.

Open source means publicly available (as opposed to covert) sources of information, such as blogs, forums, international and domestic news sites, consumer opinion sites, video- and photo-sharing sites, etc.

2. EC MANDATE

2.01. Headed by the CEO, EC, 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 educational 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
- h) provide assistance and co-operation on electoral matters to electoral agencies in other countries or international organizations

3. INTRODUCTION

3.01. EC requires a commercially available, reliable and adaptable social media and open source data listening and analytics tool that incorporates real-time data from all major social media platforms (including but not limited to Twitter, Facebook, Instagram, Reddit, LinkedIn, Flickr, Tumblr, Imgur and YouTube) and online open sources for 15 concurrent users; the tool should be able to increase the number of users if and when required. Access to such a tool is required to enable EC to:

- Monitor, in near real time, EMBs and related organizations to understand the environment that may affect EC's work, activities or actions;
- Listen, in near real time, to key influencers to identify potential issues that may affect the election early on;
- understand the electoral environment (situational awareness) through monitoring of specific hashtags, keywords, handles and accounts, as needed;

- detect, through timely and accurate notifications, potential incidents and trends affecting the integrity of Canadian electoral events in near real time;
- analyze, in near real time, geo-located incidents and trends affecting the integrity of Canadian electoral events;
- report on various metrics quickly, accurately and in a structured and consistent manner.

3.02. In addition, EC requires access to technical support and the services of a Social Media Trainer and Social Media Analyst to assist in developing and implementing EC's social media listening, analysis and reporting strategy; such resources will thus support, train and guide EC users prior to, between and during Electoral Events (e.g. to develop keywords, queries and a detection strategy, filter noise from data collected, make effective use of the platform, etc.). As required, EC may request the Social Media Analyst to be on site at 30 Victoria Street (Gatineau) during certain periods, for example, during Electoral Events.

PART II—OVERVIEW

4. PROJECT BACKGROUND

4.01. The prevalence of social media use among Canadians and the degree to which it permeates their lives makes social media listening and open source research a crucial element for real-time situational awareness of the electoral environment and identification of possible issues that can affect the electoral process. Social media and other open source information have become important sources that support EC in administering elections in accordance with the CEA while respecting the broadest principles of electoral integrity and democracy.

4.02. In order for EC to maintain awareness of the electoral environment and achieve its mandate, EC is seeking to procure a social media and open source data listening and analytics tool. It is also seeking to obtain the services of a Social Media Analyst and a Social Media Trainer that will enable EC to develop and implement its social media listening, analysis and reporting strategy as well as information-sharing among staff, teams and external stakeholders, as appropriate. Basically, the social media listening and analytics tool will let EC:

- a) listen in real-time to the electoral environment on social media and other open sources using specific handles, accounts, hashtags and keywords to maintain situational awareness; as well as and detect, assess and track trends and geo-located potential electoral anomalies or incidents as they unfold;
- b) gather, synthesize and extract all necessary social media information relating to EC's programs, including their metadata in order to report to senior management in a structured and timely manner. Doing so will help establish EC's situational awareness, better inform operational and strategic decisions, and better prepare and

respond to possible incidents affecting elections; it will also provide EC with the ability to draw inferences on the data that the tool provides;

- c) analyze and filter social media and open source information based on key messages or issues, events, individuals or organizations, or locations;
- d) monitor EMB accounts during Electoral Periods to understand electoral integrity risks and issues experienced by EMBs so as to determine what kind of integrity risks and challenges EC could encounter during an Electoral Event; and learn best practices and methods other EMBs use to prevent, detect, manage and respond to the public or electoral issues;
- e) identify in real-time key influencers surrounding issues and prioritize inbound messages;
- f) participate in the improvement of digital communication strategies with better feedback on EC's communication tools;
- g) evaluate and measure the performance of EC's social media accounts and posts using indicators and metrics such as reach, engagement, audience, detailed follower information, as well as traffic directed to EC and related websites.

5. OBJECTIVE

The objective of this project is to procure a social media and open source data listening and analytics tool to be used between and during Electoral Events. It is also to procure social media training, technical support and analysis support services to assist EC in developing and implementing its social media strategy (e.g. developing keywords and queries, filtering noise from data collected, etc.).

PART III—SCOPE OF WORK

6. GOODS AND SERVICES

6.01. The Contractor is required to provide the following good and services for the duration of the Contract.

6.02. GOOD

6.02.01. Social media and open source data listening and analytics tool

The Contractor must provide a social media and open source data listening and analytics tool that will meet the following requirements:

- General Functions and Key Requirements

The social media and open source data listening and analytics tool must:

- a) listen, filter, archive and proactively analyze data in relation to activities occurring in real time in the social media and open source environment , based on keywords and other criteria such as geographical information, accounts, etc.,
- b) process and provide data (including post content, handles/user names, accounts, time stamps, photos, links, geographical information, comments, reach and impact, i.e. number of times the post was shared or reposted, and other metadata) from various channels (i.e. from multiple social media platforms, including but not limited to Facebook, Twitter, Instagram, Reddit, LinkedIn and YouTube), from online open sources, international and domestic media-sharing websites as well as user-generated video and photo content websites. The data must be processed and provided in a structured format by date and time;
- c) enable capturing data from new platforms (e.g. a new blog as it appears or is identified in the social and open source space);
- d) enable unlimited keyword searches and other search capabilities (such as Boolean), and unlimited search returns;
- e) have a geo-location function (i.e. provide latitude/longitude coordinates of a post within a certain **distance either or similar** to the postal code level) and geo-referencing identification capabilities (i.e. identify geo-referenced posts or when users post about a specific geographical location), including mapping and exporting to other mapping software;
- f) have an application programming interface (API) and third-party integration capabilities;
- g) be open to integration with other software, such as business intelligence software and artificial intelligence software;
- h) be able to link a social media post to its platform and related content, i.e. users must see a post and its related content (e.g. if the content is a reply to another post, users must be able to easily link it to the original post to which it replied);
- i) enable automatically and manually exporting all data and metadata in a structured format.

- Language

The social media and open source data listening and analytics tool must:

- a) be able to retrieve and process data (i.e. analyze data and produce reports) in French and English;
- b) have foreign language (e.g. Punjabi, Mandarin, Cantonese, Tagalog, Spanish, Arabic, Russian, etc.) monitoring and basic translation capabilities.

- Access to the Tool and Data

The social media and open source data listening and analytics tool must:

- a) be available to the system users 24 hours a day, seven days a week, and 365 days a year, except during required maintenance. Required maintenance schedules must be pre-determined and agreed on. Maintenance cannot take place on Election Day or during the Advance Polls. The collected information must also be available to users 24 hours a day, seven days a week, and 365 days a year. In cases where system outages cannot be predicted, the Contractor must notify the Technical Authority by email at least two days before the system shuts down;
- b) be available remotely;
- c) be simultaneously usable and accessible to 15 (and possibly additional) users;
- d) provide real-time access to data and metadata;
- e) be able to search back through the data collected at any time, i.e. all data should remain available to users for retroactive searches and analysis for the entire duration of the Contract.

- Searches and Filtering

The social media and open source data listening and analytics tool must:

- a) enable users to build unlimited simple and complex queries in real time to search and filter data. These searches include simple searches for keywords and hashtags, handles/user names or accounts, geo-location boundaries, multiple inclusive and exclusive keywords and using Boolean logic. The tool must also enable users to set up these searches to automatically capture data for streamlined and continuous use;
- b) enable users to consult metadata associated with social media information such as metatags, handles/user names or accounts, dates and times, geo-location boundaries, sizes, images, comments and related information;
- c) provide flexibility so users can, as required, change search parameters (change or add keywords, hashtags or Boolean searches) as well as the social and open source space (change or add monitored platforms) without the Contractor's intervention. These changes must apply and be reflected in real-time and retroactively;
- d) enable users to code/tag data, i.e. define categories (tags) for analysis and reporting and, within these categories, automatically and manually group keywords, hashtags or Boolean searches (i.e. automatically and manually tag posts with custom user-defined categories); as well as qualitatively score data;
- e) enable, on various parameters, simultaneously organizing, classifying and filtering data, including categories (tags), key messages, keywords, hashtags, geo-location boundaries, geo-references, dates and times, languages, platforms, sentiments, reach, engagement and other metadata;
- f) be able to filter out irrelevant content, i.e. soft delete and/or exclude spam and/or duplicates or certain keywords, accounts, etc.;
- g) enable gathering all posted messages from EC's accounts;

- h) enable monitoring EC's paid advertising, including comments on and reach and engagement with such advertising;
- i) enable gathering the relevant posted messages of an input list of accounts (e.g. EMBs, key influencers) or keywords;
- j) provide an audit log or archives in case of accidental deletion.

- Trend Analysis and Display

The social media and open source data listening and analytics tool must:

- a) enable users to create automatic alerts (instant notifications) for defined thresholds (volume, date and time, etc.) for certain categories (tags), keywords, hashtags, geo-locations, geo-references, handles/user names, accounts, etc. These alerts should be displayed in the tool and delivered by email to selected users;
- b) enable users to automatically and manually send posts to other users;
- c) provide visualization of data trends, spikes and volumes using various parameters, including categories (tags), keywords, hashtags, geo-location, geo-referencing, platforms, handles/user names, accounts, etc. in real-time within a user-defined timeframe and retroactively. These visualizations must be displayed in various formats, including line charts, word clouds, pie charts, keyword prominence and various export formats (including CSV, and common Microsoft Office formats such as Word, Excel, PowerPoint, PDF);
- d) be able to display geo-located (latitude/longitude coordinates of a post within a certain distance from the postal code level) and geo-referenced posts (i.e. when users post about a specific geographical location) from which the event described in social and open source data is originating; and segment data according to these geographical references;
- e) be able to identify, quantify, order by magnitude, and visualize the level of influence of the originators of social and open source data, which conforms to the input keywords and other parameters;
- f) be able to identify the most relevant search subject matter as well as top influencers within the relevant search field, including categories (tags), keywords, hashtags, geo-locations, geo-references, etc.

- Analytics

The social media and open source data listening and analytics tool must:

- a) be able to analyze:
 - i. heat maps
 - ii. word cloud/lexical patterns
 - iii. interaction data
 - iv. sentiment

- v. social reputation score
- vi. audience profile insights
- vii. influencer insights
- viii. connection between posts and various information
- b) enable users to create various graphical and visual representations to illustrate key information such as trend categories and topics, keywords, hashtags, geo-location, handles/user names, accounts, date and time and platforms;
- c) enable users to manually adjust the sentiment of a post, as required;
- d) be able to rapidly adapt to changes in the social media platforms or metrics.

- Reporting and Exporting Functions

The social media and open source data listening and analytics tool must:

- a) be able to export in a structured CSV format all raw and related data (i.e. categories (tags), keywords, hashtags, handles/user names, account, social media post, geo-locations, dates and times, platforms, keywords for inbound messages on EC key platform accounts) and metadata;
- b) be able to manually generate statistical and metrics reports on all raw and related data (i.e. categories (tags), keywords, hashtags, handles/user names, accounts, social media posts, geo-locations, dates and times, platforms, keywords for inbound messages on EC key platform accounts, etc.) and metadata that can be exported and edited in a structured way in various formats, including CSV, and common Microsoft Office formats (Word, Excel, PowerPoint, PDF);
- c) be able to auto-generate predefined periodical statistical and metrics reports on raw and other metadata (i.e. categories (tags), keywords, hashtags, handles/user names, EC's social media accounts and posts, geo-locations, dates and times, and platforms).
- d) be able to create easily customizable reports on all raw and related data and edit reports outside of the tool (non-statistical reports);
- e) be able to export auto-generated reports on posts by other organizations (EMBs) (up to 70 organizations);
- f) using the tool's email, be able to send editable or read-only reports to tool users and non-registered users;
- g) enable exporting and printing pages or specific information directly from the tool.

6.03. SERVICES

6.03.01. Access to Technical Support

The Contractor must provide access to technical support during business hours for the entire duration of the Contract and 24/7 access during Electoral Periods.

6.03.02. Social Media Trainer

The Contractor must provide the services of a Social Media Trainer on an as-and-when-requested basis to train and guide EC users on how to use the social media and open source data listening and analytics tool.

The Social Media Trainer must:

- develop in both French and English a training outline and training material which will be used to train EC users on the social media and open source data listening and analytics tool.
- provide on-site initial training, including hands-on training, to EC users on the social media and open source data listening and analytics tool, including analytics and reporting. Training must cover the following:
 - a) accessing the tool;
 - b) using the tool to monitor and analyze social and open source data;
 - c) setting up searches and the monitoring strategy;
 - d) refining and searching through data using keywords and other parameters, such as hashtags, timeframes, handles/user names, accounts, geographical boundaries and regions, Boolean logic, etc.;
 - e) customizing the tool's dashboard;
 - f) identifying and visualizing the geographical regions/countries from which the social and open source data originates;
 - g) identifying, quantifying, ordering by magnitude, and visualizing the social and open source data and level of influence of sources posting social data;
 - h) filtering data based on various parameters;
 - i) setting up alerts and notifications;
 - j) performing various types of data analysis;
 - k) identifying and visualizing sentiment (positive/negative/neutral) related to social and open source data;
 - l) interpreting data;
 - m) reporting on various data, including exporting it in different formats, setting up automatic periodical reports and creating customizable reports and data visualizations;
 - n) customizing reporting templates;
- provide additional training to EC users on an as-and-when-required basis for the duration of the Contract. The Contractor and Technical Authority will agree on the method of delivery of any additional training.

Availability

The Social Media Trainer must:

- be available for a minimum of two days for EC on-site staff training within the first five weeks of the date of the Contract's award;
- be available on an as-and-when-required basis before and during an Electoral Period for additional training or questions and to support EC users.

6.03.03. **Social Media Analyst**

The Contractor must provide the services of a Social Media Analyst to guide and assist EC in developing and implementing its social media strategy. In particular, the Social Media Analyst must offer guidance on developing appropriate keywords and building simple and more complex queries for monitoring purposes; they must also provide insights on the type of analytics that can be useful to draw inferences from patterns detected and on various types of reports; as well as analysis services to filter out the noise and monitor certain topics to identify trends, as required.

Availability

The Social Media Analyst must:

- be available by phone or email as required during business hours (9:00 a.m. to 5:00 p.m. Eastern time) of working days (Monday to Friday) for the duration of the Contract;
- be available by phone, email or on site (to be agreed on by the Contractor and Technical Authority) during extended hours (8:00 a.m. to 8:00 p.m. Eastern time from Monday to Friday and weekends) for the entire Electoral Period;
- review relevant documentation, including on EC's social media listening strategy, processes, reports and keywords.

7. MEETINGS

7.01. Need for meetings, their form, dates, times and location will be agreed on by both the Contractor and Technical Authority for the duration of the Contract.

8. DELIVERABLES

8.01. At the request of the Technical Authority, the Contractor must provide the following deliverables:

- a) Social Media and open source data listening and analytics tool, accessible 24/7 to up to 15 concurrent EC users for the entire duration of the Contract. The tool must be fully operational and accessible by the client as of the Contract start date;

- b) Social Media monitoring and analysis course outline and training material in both English and French and Microsoft Office-compatible format. Deliverable must be provided by email to the Technical Authority;
- c) training session(s) covering the full use of the social media listening and analytics tool;
- d) ongoing technical support;
- e) Social Media strategy development support;
- f) analysis services during Electoral Period, on an as-and-when required basis.

9. METHOD AND SOURCE OF ACCEPTANCE

- 9.01. All services rendered and deliverables produced under this Contract are subject to inspection by the Technical Authority. The Technical Authority has the right to reject any service or deliverable that is not considered satisfactory, or require its correction before payment is authorized.

PART IV—PARAMETERS

10. LOCATION OF WORK

- 10.01. The majority of the work will be completed at the Contractor's chosen place of business.
- 10.02. As and when required by the Technical Authority, the Contractor must be available to perform the work or attend meetings at ECHQ.
- 10.03. The Contractor is required to deliver at least the initial two-day training sessions on site at ECHQ. The Contractor and Technical Authority will agree on the location of additional training, as required.
- 10.04. EC will not accept any travel and living expense incurred and will not reimburse any travel time costs.

11. OFFICIAL LANGUAGES

- 11.01. The Contractor must provide services in both English and French, as required by the Technical Authority. All deliverables must be provided in both English and French.

12. EC OBLIGATIONS AND SUPPORT

- 12.01. The Contractor will be required to use their own in-house systems to produce deliverables, as they will not have direct access to client systems. Government-furnished equipment, tools, facilities, etc. will not be necessary for the conduct of this project and none will be provided.



Social Media Analytical Tool and Services

ANNEX B

Pricing Table



Annex B – Pricing Table

[To be inserted at Contract Award]



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

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

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine Elections Canada		2. Branch or Directorate / Direction générale ou Direction Regulatory and Public Affairs
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 - A commercially available, reliable social media and open source data listening and analytics adaptable tool that incorporates real-time data from all major social media platforms and online open sources for at least 15 concurrent users and with the ability to increase the number of users if and when required to listen in real time the electoral environment, to detect potential trends that can affect the integrity of the election and the report on various metrics. - The services of a Social Media Trainer on an as and when required basis to provide training and guidance to EC users in their capacity to use the Tool.		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions / Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable / À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à <input type="checkbox"/>	Restricted to: / Limité à <input type="checkbox"/>	Restricted to: / Limité à <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays :	Specify country(ies): / Préciser le(s) pays :	Specify country(ies): / Préciser le(s) pays :
7. c) Level of information / Niveau d'information		
PROTECTED A / PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET / SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET / SECRET <input type="checkbox"/>
TOP SECRET / TRÈS SECRET <input type="checkbox"/>		TOP SECRET / TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>



Contract Number / Numéro du contrat

Security Classification / Classification de sécurité

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

Special comments:
 Commentaires spéciaux :

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

10. b) May unscreened personnel be used for portions of the work? 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? No Yes
 Dans l'affirmative, le personnel en question sera-t-il escorté? 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



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

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

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

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

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category / Catégorie	PROTECTED / PROTÉGÉE			CLASSIFIED / CLASSIFIÉE			NATO				COMSEC						
	A	B	C	CONFIDENTIAL / CONFIDENTIEL	SECRET / TRÈS SÉCRÉT	TOP SECRET / TRÈS SÉCRÉT	NATO RESTRICTED / NATO DIFFUSION RESTRICTÉE	NATO CONFIDENTIAL / NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET / COSMIC TRÈS SÉCRÉT	PROTECTED / PROTÉGÉE			CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SÉCRÉT	
											A	B	C				
Information / Assets / Renseignements / Biens / Production																	
IT Media / Support TI / IT Link / Lien électronique																	

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

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

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

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



Government of Canada / Gouvernement du Canada

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

PART D - AUTHORIZATION / PARTIE D - AUTORISATION

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

Name (print) - Nom (en lettres moulées) Daniel Fischer	Title - Titre Director, Digital and Elector Information	Signature 	Date 07 SEP. 2018
Telephone No. - N° de téléphone 819-939-1851	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel Daniel.Fischer@elections.ca	

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

Name (print) - Nom (en lettres moulées) Danielle Bouchard	Title - Titre Assistant Director, Department Security	Signature 	Date 2018/09/10
Telephone No. - N° de téléphone 819-939-1413	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel Danielle.Bouchard@elections.ca	

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

No / Non Yes / Oui


16. Procurement Officer / Agent d'approvisionnement

Name (print) - Nom (en lettres moulées) Galina Zhukov	Title - Titre Senior Advisor	Signature 	Date 2018/09/17
Telephone No. - N° de téléphone 613-939-1486	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	

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

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

Annex D – Task Authorization Form

	Task Authorization (TA)		
1. Information			
Original Contract – Title and No.		Task PO Number (if different from “Original Contract”):	
Contractor Name: Address: Contact:		To the Contractor: As a result of this TA, you are required to supply the services identified below on the terms and conditions stated in the Contract. Invoices must be sent in accordance with the detailed instructions in the Contract. Work cannot commence until this TA document has been duly signed and authorized by Elections Canada and the Contractor.	
2. Task Authorization			
TA No.:		Financial Code(s):	
Initial term of this TA:		Revised Term of this TA:	
Value of Initial TA (excl. taxes):	Actual TA Cost Breakdown (excl. taxes)		
	Professional Fees:	Travel:	Administrative Expenses:
TA Revisions (as applicable – add lines as required, one per amendment)			
Revision No., if any:	Previous Total Value (excl. taxes):	Value of the increase/decrease (excl. taxes):	Total Revised Value (excl. taxes):
3. Security Requirements (if applicable)			
This task includes security requirements : <input type="checkbox"/> No <input type="checkbox"/> Yes – Reliability <input type="checkbox"/> Yes – Secret			
4. Required Work			
SECTION A - Task Description of the Work required			
Location of Work (provide complete address):	Language Requirement: Please select-	Reimbursement for Travel and Living: -Please Select	
Description of work to be performed : Brief description of tasks to be completed under the TA in bullet form or numbered form. Specify the date of the TA request proposal to be submitted by the contractor as applicable.			
SECTION B –Applicable Basis of Payment			
In accordance with the article entitled “Basis of Payment” in the Contract, payment will be made based on receipt of detailed invoices for services rendered, subject to full acceptance by the Technical Authority. Total payment is not to exceed the grand total of the TA			
SECTION C –Cost Breakdown of TA			

Annex D – Task Authorization Form

Resource category and name	Security file number	Start date	End date	(A) All-inclusive per diem rate (in CDN \$)	(B) Estimated Level of Effort (days)	(A) x (B) Total (in CDN \$)
Sub-total TA						\$
Applicable Sales Tax						\$
Total						\$
Travel & Living (if applicable – estimated cost including applicable taxes)						\$
Grand Total for professional services including travel and living						\$

5. Authorization and Attachments

SECTION A – Authorization

By signing this TA, the Technical Authority and Contracting Authority confirm that the content of this TA is in accordance with the Contract.

Technical Authority (Elections Canada)

Name:	Title:
-------	--------

Signature of Technical Authority: _____

Date:

Contracting Authority (Elections Canada)

Name:	Title:
-------	--------

Signature of Contracting Authority: _____

Date:

Contractor

Name:	Title:
-------	--------

Signature of Contractor: _____

Date:

SECTION B – Contact and Invoices

Send Invoices to:

Name:	Email Address:
-------	----------------

Telephone number:

Point of Contact for Technical Aspects of the Work:

Name:	Email Address:
-------	----------------

Annex D – Task Authorization Form

Telephone number:	
SECTION C – Attachments	
<i>The following document checklist will help ensure that you attach all required documents to this TA. Please include any other relevant documentation. Depending on the type of procurement, additional documentation may be required.</i>	
Internal requisition (IR) - signed and approved	Attached <input type="checkbox"/> N/A <input type="checkbox"/>
TA form	Attached <input type="checkbox"/> N/A <input type="checkbox"/>

Annex E
Supplemental Conditions
Maintenance and Support Services for Licensed Software

Article 1 Interpretation

Section 1.01 - Definition

1.01.01 In the Contract, unless the context otherwise requires,

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

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

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

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

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

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

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

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

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

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

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

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

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

Article 2 Software Error Correction Services

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

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

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

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

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

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

Article 3 Maintenance Releases

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

Article 4 Media

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

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

Article 5 Support Services

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

Article 6 Support Charges and On-site Services

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

Article 7 Elections Canada's Responsibilities

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

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

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

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

Article 8 Excluded Services

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

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

Annex F
General Conditions
Goods and Services

Article 1 Interpretation

Section 1.01 Definitions

1.01.01 In the Contract, unless the context otherwise requires:

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

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

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

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

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

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

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

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

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

authorized to act on his behalf;

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

Section 1.02 Powers of Elections Canada

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

Section 1.03 Status of the Contractor

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

Section 1.04 Severability

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

Section 1.05 Entire Agreement

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

Article 2 Conduct of the Work

Section 2.01 Representation and Warranties

- 2.01.01 The Contractor represents and warrants that:
- (a) it is competent to perform the Work;
 - (b) it has everything necessary to perform the Work, including the resources, facilities, labour, technology, equipment, and materials; and
 - (c) it has the necessary qualifications, including knowledge, skill, know-how and experience, and the ability to use them effectively to perform the Work.
- 2.01.02 The Contractor must:
- (a) perform the Work diligently and efficiently;
 - (b) except for EC Property, supply everything necessary to perform the Work;
 - (c) use, as a minimum, quality assurance procedures, inspections and controls generally used and recognized by the industry to ensure the degree of quality required by the Contract; and
 - (d) ensure that the Work is of proper quality, using appropriate material and workmanship and meets all the requirements of the Contract.
- 2.01.03 Unless the Contracting Authority orders the Contractor to suspend the Work or part of the Work pursuant to Article 19, the Contractor must not stop or suspend the Work or part of the Work pending the settlement of any dispute between the Parties about the Contract.
- 2.01.04 The Contractor must provide all reports that are required by the Contract and any other information that Elections Canada may reasonably require from time to time.
- 2.01.05 The Contractor is fully responsible for performing the Work. Elections Canada will not be responsible for any negative consequences or extra costs if the Contractor follows any advice given by Elections Canada unless the Contracting Authority provides the advice to the Contractor in writing and includes a statement specifically relieving the Contractor of any responsibility for negative consequences or extra costs that might result from following the advice.

Article 3 Work

Section 3.01 Specification

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

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

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

Section 3.02 Condition of Material

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

Section 3.03 Replacement of Specific Individuals

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

Section 3.04 Inspection and Acceptance of the Work

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

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

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

Section 3.05 Time of the Essence

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

Article 4 Subcontracts

Section 4.01 Consent

- 4.01.01 Except as provided in Subsection 4.01.02, the Contractor must obtain the written consent of the Contracting Authority before subcontracting or permitting the subcontracting of any part of the Work. A subcontract includes a contract entered into by any subcontractor at any tier to perform any part of the Work.
- 4.01.02 The Contractor is not required to obtain consent for subcontracts specifically authorized in the Contract. The Contractor may also without the consent of the Contracting Authority:
- (a) purchase "off-the-shelf" items and any standard articles and materials that are ordinarily produced by manufacturers in the normal course of business;
 - (b) subcontract any services that form part of the Work if it is customary in the carrying out of similar contracts; and
 - (c) with respect to goods or part thereof to be delivered as part of the work, subcontract any part or parts of the Work to one or more subcontracts up to a total value of 40 percent of the Contract Price; and;

- (d) permit its subcontractors at any tier to make purchases or subcontract as permitted in Paragraphs (a) and (b).

Section 4.02 Subcontractor to be bound by Contract

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

Article 5 Harassment in the Workplace

Section 5.01 No Tolerance

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

Article 6 Payment

Section 6.01 Invoice Submission

- 6.01.01 Invoices must be submitted in the Contractor's name. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.
- 6.01.02 Invoices must show:
 - (a) the date, the name and address of Elections Canada, item or reference numbers, deliverable and/or description of the Work, contract number, Procurement Business Number (PBN), the Contractor's business number for tax remission purposes, and financial code(s);
 - (b) details of expenditures in accordance with the basis of payment provision in the Articles of Agreement, exclusive of applicable sales tax (such as item, quantity, unit of

issue, unit price, fixed time labour rates and level of effort, subcontracts, as applicable);

(c) deduction for holdback, if applicable;

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

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

6.01.03 Applicable sales tax must be specified on all invoices as a separate item together with the corresponding registration number issued by the appropriate tax authority. All items that are zero-rated, exempt or to which no sales tax applies, must be identified as such on all invoices.

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

Section 6.02 Payment Period

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

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

Section 6.03 Withholding of Payment

Where a delay referred to in Article 18 – Excusable Delay has occurred, Elections Canada may, at Elections Canada's discretion, withhold all or a portion of any payment due to the Contractor until a "work-around" plan approved by Elections Canada has been implemented in accordance with Article 18. Section 6.04 shall not apply to any amount withheld under this Subsection.

Section 6.04 Interest on Overdue Accounts

6.04.01 For the purpose of this Section:

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

“Bank Rate” means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which the Bank of Canada makes short term advances to members of the Canadian Payments Association;

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

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

6.04.02 Elections Canada will pay to the Contractor simple interest at the Average Rate plus 3 percent per year on any amount that is overdue, from the date that amount becomes overdue until the day before the date of payment, inclusive. The Contractor is not required to provide notice to Elections Canada for interest to be payable.

6.04.03 Elections Canada will pay interest in accordance with this Article only if Elections Canada is responsible for the delay in paying the Contractor. Elections Canada will not pay interest on overdue advance payments.

Article 7 Accounts and Audit

Section 7.01 Accounts and Audit

7.01.01 The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.

7.01.02 If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.

7.01.03 Unless Elections Canada has consented in writing to its disposal, the Contractor must retain all the information described in this Article for six years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Elections Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Elections Canada may from time to time require to perform a complete

audit of the Contract.

- 7.01.04 The amount claimed under the Contract, calculated in accordance with the basis of payment provision in the Articles of Agreement, is subject to audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Elections Canada. Elections Canada may hold back, deduct and set off any credits owing and unpaid under this Article from any money that Elections Canada owes to the Contractor at any time (including under other contracts). If Elections Canada does not choose to exercise this right at any given time, Elections Canada does not lose this right.

Article 8 Taxes

Section 8.01 Municipal Taxes

Municipal Taxes do not apply.

Section 8.02 Provincial Taxes Exemption

- 8.02.01 Except as provided by law, Elections Canada is not required to pay any sales tax payable to the province in which the taxable goods or services are delivered. This exemption has been provided to federal government departments and agencies under the authority of one of the following:
- (a) Provincial Sales Tax (PST) Exemption Licence Numbers, for the provinces of:
 - i. British Columbia PST-1000-5001;
 - ii. Manitoba 390-516-0;
 - (b) for Saskatchewan, the Yukon Territory, the Northwest Territories and Nunavut, an Exemption certification, which certifies that the goods or services purchased by Elections Canada are not subject to the provincial and territorial sales and consumption taxes because they are purchased by a federal government department or agency with Canada funds for the use of Elections Canada.
- 8.02.02 Currently, in Alberta, the Yukon Territory, the Northwest Territories and Nunavut, there is no general PST. However, if a PST is introduced in Alberta, the Yukon Territory, the Northwest Territories or Nunavut, PST will be payable unless an exemption certification is included in the purchasing document.

Section 8.03 Harmonized Sales Tax

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

Section 8.04 Quebec Sales Tax

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

Section 8.05 Provincial Taxes paid by the Contractor

The Contractor is not exempt from paying PST under the above Exemption Licence Numbers or Exemption Certification. The Contractor must pay the PST on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable provincial legislation), including material incorporated into real property.

Section 8.06 Changes to Taxes and Duties

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

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

Section 8.07 Applicable Sales Tax

The estimated amount of applicable sales tax is included in the total estimated cost on page 1 of the Contract. The applicable sales tax is not included in the Contract Price but will be paid by Elections Canada as provided in Section 6.01. The Contractor agrees to remit to the appropriate government agency any amount of applicable sales tax paid or due.

Section 8.08 Tax Withholding of 15 Percent

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

Article 9 Transportation

Section 9.01 Transportation Costs

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

Section 9.02 Transportation Carriers' Liability

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

Article 10 Shipment Documentation

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

Article 11 Ownership

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

Article 12 Elections Canada Property

- 12.01.01 All EC Property must be used by the Contractor solely for the purpose of the Contract and remains the property of Elections Canada. The Contractor must maintain adequate accounting records of all EC Property and, whenever feasible, mark it as being the property of Elections Canada.

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

Article 13 Warranty

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

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

Article 14 Liability

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

Article 15 Confidentiality

Section 15.01 Confidentiality

- 15.01.01 The Contractor must keep confidential all information provided or made available to the Contractor by or on behalf of Elections Canada in connection with the Work, including any information that is confidential or proprietary to third parties, and all information conceived, developed or produced by the Contractor as part of the Work when copyright or any other intellectual property rights in such information belongs to Elections Canada under the Contract (collectively, the "EC Information"). The Contractor must not disclose any EC Information without the written permission of Elections Canada. The Contractor may disclose to a subcontractor any EC Information necessary to perform the subcontract as long as the subcontractor agrees to keep such EC Information confidential and that it

will be used only to perform the subcontract.

- 15.01.02 The Contractor agrees to use the EC Information only for the purpose of the Contract. The Contractor acknowledges that all EC Information remains the property of Elections Canada or the third party, as the case may be. Unless provided otherwise in the Contract, the Contractor must deliver to Elections Canada all such EC Information, together with every copy, draft, working paper and note that contains such information, upon completion or termination of the Contract or at such earlier time as Elections Canada may require.
- 15.01.03 Subject to the *Access to Information Act*, R.S.C. 1985, c. A-1, and to any right of Elections Canada under the Contract to release or disclose, Elections Canada must not release or disclose outside the Government of Canada any information delivered to Elections Canada under the Contract that is proprietary to the Contractor or a subcontractor.
- 15.01.04 The obligations of the Parties set out in this Article do not apply to any information if the information:
- (a) is publicly available from a source other than the other Party; or
 - (b) is or becomes known to a Party from a source other than the other Party, except any source that is known to be under an obligation to the other Party not to disclose the information; or
 - (c) is developed by a Party without use of the information of the other Party.
- 15.01.05 Wherever possible, the Contractor must mark or identify any proprietary information delivered to Elections Canada under the Contract as “Property of (Contractor’s name), permitted uses defined under Elections Canada Contract No. (fill in Contract Number)”. Elections Canada will not be liable for any unauthorized use or disclosure of information that could have been so marked or identified and was not.
- 15.01.06 If the Contract, the Work, or any information referred to in Subsection 15.01.01 is identified as TOP SECRET, SECRET, CONFIDENTIAL, or PROTECTED by Elections Canada, the Contractor must at all times take all measures reasonably necessary for the safeguarding of the material so identified, including those set out in the PWGSC Industrial Security Manual and its supplements and any other instructions issued by Canada.
- 15.01.07 If the Contract, the Work, or any information referred to in Subsection 15.01.01 is identified as TOP SECRET, SECRET, CONFIDENTIAL, or PROTECTED, by Elections Canada, representatives of Elections Canada are entitled to inspect the Contractor’s premises and the premises of a subcontractor at any tier for security purposes at any time during the term of the Contract. The Contractor must comply with, and ensure that any subcontractor complies with, all written instructions issued by Elections Canada dealing with the material so identified, including any requirement that employees of the Contractor or of any subcontractor execute and deliver declarations relating to reliability screenings, security clearances and other procedures.

Section 15.02 An Oath of Secrecy

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

Article 16 Copyright

Section 16.01 Copyright

- 16.01.01 In this Section, “Material” means anything that is created by the Contractor as part of the Work under the Contract, that is required by the Contract to be delivered to Elections Canada and in which copyright subsists. “Material” does not include anything created by the Contractor before the date of the Contract.
- 16.01.02 Copyright in the Material belongs to Elections Canada and the Contractor must include the copyright symbol and either of the following notice on the Material: © Her Majesty the Queen in right of Canada (year) or © Sa Majesté la Reine du chef du Canada (année).
- 16.01.03 The Contractor must not use, copy, divulge or publish any Material except as is necessary to perform the Contract. The Contractor must execute any conveyance and other documents relating to copyright in the Material as Elections Canada may require.
- 16.01.04 The Contractor must provide at the request of Elections Canada a written permanent waiver of moral rights, in a form acceptable to Elections Canada, from every author that contributed to the Material. If the Contractor is the author of the Material, the Contractor permanently waives its moral rights in the Material.

Section 16.02 Use and Translation of Documentation

The Contractor agrees that Elections Canada may translate in the other official language any documentation delivered to Elections Canada by the Contractor that does not belong to Elections Canada under Section 16.01. The Contractor acknowledges that Elections Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Elections Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Elections Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

Article 17 Intellectual Property Infringement and Royalties

- 17.01.01 The Contractor represents and warrants that, to the best of its knowledge, neither it nor Elections Canada will infringe any third party’s intellectual property rights in performing or using the Work, and that Elections Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.

17.01.02 If anyone makes a claim against Elections Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Elections Canada, Elections Canada may either defend the claim or may request that the Contractor defend Elections Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.

17.01.03 The Contractor has no obligation regarding claims that were only made because:

- (a) Elections Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract;
- (b) Elections Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications);
- (c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Elections Canada (or by someone authorized by Elections Canada); or
- (d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software:

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

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

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

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

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

Article 18 Excusable Delay

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

- (a) is beyond the reasonable control of the Contractor;
- (b) could not reasonably have been foreseen;
- (c) could not reasonably have been prevented by means reasonably available to the Contractor; and
- (d) occurred without the fault or neglect of the Contractor, will be considered an “Excusable Delay” if the Contractor advises the Contracting Authority of the occurrence of the delay or of the likelihood of the delay as soon as the Contractor becomes aware of it.

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

- (a) provide written notice to the Contracting Authority of all the circumstances relating to such Excusable Delay; and
- (b) provide for approval to the Contracting Authority within 15 Business Days a clear work around plan explaining in detail the steps that the Contractor proposes to take in order to minimize the impact of the event causing the delay.

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

18.01.04 However, if an Excusable Delay has continued for 30 calendar days or more, the

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

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

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

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

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

Article 19 Suspension of the Work

19.01.01 The Contracting Authority may at any time, by written notice, order the Contractor to suspend or stop the Work or part of the Work under the Contract for a period of up to 180 calendar days. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so. While such an order is in effect, the Contractor must not remove any part of the Work from any premises without first obtaining the written consent of the Contracting Authority. Within these 180 calendar days, the Contracting Authority must either cancel the order or terminate the Contract, in whole or in part, under Article 20 or Article 21.

19.01.02 The Contracting Authority may, whether in the notice of the order or during the 180 calendar days referred to in Subsection 19.01.01, request that the Contractor provide information regarding the status of the Work or outstanding invoices. The Contractor shall respond within the timeline provided in the request.

19.01.03 When an order is made under Subsection 19.01.01, unless the Contracting Authority terminates the Contract by reason of default by the Contractor or the Contractor abandons the Contract, the Contractor will be entitled to be paid its additional costs incurred as a

result of the suspension plus a fair and reasonable profit.

- 19.01.04 When an order made under Subsection 19.01.01 is cancelled, the Contractor must resume work in accordance with the Contract as soon as practicable. If the suspension has affected the Contractor's ability to meet any delivery date under the Contract, the date for performing the part of the Work affected by the suspension will be extended for a period equal to the period of suspension plus a period, if any, that in the opinion of the Contracting Authority, following consultation with the Contractor, is necessary for the Contractor to resume the Work. Any equitable adjustments will be made as necessary to any affected conditions of the Contract.

Article 20 Default by the Contractor

- 20.01.01 If the Contractor is in default in carrying out any of its obligations under the Contract, the Contracting Authority may, by giving written notice to the Contractor, terminate for default the Contract or part of the Contract. The termination will take effect immediately or at the expiration of a cure period specified in the notice, if the Contractor has not cured the default to the satisfaction of the Contracting Authority within that cure period.
- 20.01.02 If the Contractor becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or takes the benefit of any statute relating to bankrupt or insolvent debtors, or if a receiver is appointed under a debt instrument or a receiving order is made against the Contractor, or an order is made or a resolution passed for the winding down of the Contractor, the Contracting Authority may, to the extent permitted by the laws of Canada, by giving written notice to the Contractor, immediately terminate for default the Contract or part of the Contract.
- 20.01.03 If Elections Canada gives notice under Subsection 20.01.01 or 20.01.02, the Contractor will have no claim for further payment except as provided in this Article. The Contractor will be liable to Elections Canada for all losses and damages suffered by Elections Canada because of the default or occurrence upon which the notice was based, including any increase in the cost incurred by Elections Canada in procuring the Work from another source. The Contractor agrees to repay immediately to Elections Canada the portion of any advance payment that is unliquidated at the date of the termination.
- 20.01.04 Upon termination of the Contract under this Article, the Contracting Authority may require the Contractor to deliver to Elections Canada, in the manner and to the extent directed by the Contracting Authority, any completed parts of the Work, not delivered and accepted before the termination and anything the Contractor has acquired or produced specifically to perform the Contract. In such a case, subject to the deduction of any claim that Elections Canada may have against the Contractor arising under the Contract or out of the termination, Elections Canada will pay or credit to the Contractor:
- (a) the value, of all completed parts of the Work delivered to and accepted by Elections Canada, based on the Contract Price, including the proportionate part of the Contractor's profit or fee included in the Contract Price; and

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

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

20.01.05 Title to everything for which payment is made to the Contractor will, once payment is made, pass to Elections Canada unless it already belongs to Elections Canada under any other provision of the Contract.

20.01.06 If the Contract is terminated for default under Subsection 20.01.01, but it is later determined that grounds did not exist for a termination for default, the notice will be considered a notice of termination for convenience issued under Subsection 21.01.01.

Article 21 Termination for Convenience

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

21.01.02 If a termination notice is given pursuant to Subsection 21.01.01, the Contractor will be entitled to be paid, for costs that have been reasonably and properly incurred to perform the Contract to the extent that the Contractor has not already been paid or reimbursed by Elections Canada. The Contractor will be paid:

(a) on the basis of the Contract Price, for all completed Work that is inspected and accepted in accordance with the Contract, whether completed before, or after the termination in accordance with the instructions contained in the termination notice;

(b) the Cost to the Contractor plus a fair and reasonable profit for all work terminated by the termination notice before completion; and

(c) all costs incidental to the termination of the Work incurred by the Contractor but not including the cost of severance payments or damages to employees whose services are no longer required, except wages that the Contractor is obligated by statute to pay.

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

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

Article 22 Assignment

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

Article 23 Right of Set-Off

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

Article 24 Amendments and Waivers

Section 24.01 Amendment

- 24.01.01 To be effective, any amendment to the Contract must be done in writing by the Contracting Authority and the authorized representative of the Contractor.
- 24.01.02 While the Contractor may discuss any proposed modifications to the Work with other representatives of Elections Canada, Elections Canada will not be responsible for the cost of any modification unless it has been incorporated into the Contract in accordance with Subsection 24.01.01.

Section 24.02 Waiver

- 24.02.01 A waiver will only be valid, binding or affect the rights of the Parties if it is made in writing by, in the case of a waiver by Elections Canada, the Contracting Authority and, in the case of a waiver by the Contractor, the authorized representative of the Contractor.
- 24.02.02 The waiver by a Party of a breach of any condition of the Contract will not be treated or

interpreted as a waiver of any subsequent breach and therefore will not prevent it from enforcing that term or condition in the case of a subsequent breach.

Article 25 Codes

Section 25.01 Conflict of Interest and Values and Ethics Codes for the Public Sector

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

Section 25.02 Code of Conduct for Procurement

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

Article 26 No Bribe or Conflict

Section 26.01 No Bribe

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

Section 26.02 No Conflict of Interest

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

affecting the Contractor, its personnel or subcontractors, which may or may appear to impair the ability of the Contractor to perform the Work diligently and independently.

Article 27 Contingency Fees

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

27.01.02 In this Article:

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

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

Article 28 International Sanctions

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

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

28.01.03 The Contractor must comply with changes to the regulations imposed during the period of the Contract. The Contractor must immediately advise Elections Canada if it is unable to perform the Work as a result of the imposition of economic sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services. If the Parties cannot agree on a work around plan, the Contract will be terminated for the convenience of Elections Canada in accordance with Article 21.

Article 29 Notice

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

Article 30 Survival

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

Article 31 Governing Law

Section 31.01 Compliance with Applicable Laws

31.01.01 The Contractor must comply with all laws applicable to the performance of the Contract. The Contractor must provide evidence of compliance with such laws to Canada at such times as Elections Canada may reasonably request.

31.01.02 The Contractor must obtain and maintain at its own cost all permits, licenses, regulatory approvals and certificates required to perform the Work. If requested by the Contracting Authority, the Contractor must provide a copy of any required permit, license, regulatory approvals or certificate to Elections Canada.

Article 32 Successor and Assigns

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

Annex G
Fair Price Certificate

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

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

Dated this ____ day of _____, 20__.

Witness

Signature of Authorized Representative

Print Name of Witness

Print Name of Authorized Representative

Print Title of Authorized Representative



SOCIAL MEDIA ANALYTICS TOOL AND SERVICES

Part 7

Technical Evaluation Criteria

CONTENTS

• SECTION A–INSTRUCTIONS TO BIDDERS

1. To facilitate the evaluation of the proposal, Elections Canada (EC) requests that bidders address topics in the same order and with the same headings as those of the evaluation criteria. Bidders should clearly identify where in their proposal they address each criterion. To avoid duplication, bidders may refer to different sections of their proposal by identifying the specific paragraph and page number where the topic has already been covered.
2. If more projects/samples are provided in the proposal than are required in the criteria, only the first projects/samples will be evaluated.
3. To determine years of experience, overlapping years or months that were spent on different projects (which the bidder has identified to demonstrate such experience) will only be counted once.
4. Demonstrated projects must have a minimum duration of six months. The duration of longer projects will be divided by six months, e.g. an 18-month project is equal to three projects. No partial values will be allotted. As needed, the bidder must indicate in the grid that they are using project equivalency.
5. Projects must have been completed by the solicitation closing date.
6. In addition to the information requested by the individual criteria, the bidder is requested to include complete client contact information for each project description, including the client contact name, title and telephone number or e-mail address. The client contact for any project must be an employee of the originating client organization. EC reserves the right to request client contact information for verification purposes at any time during the evaluation process.

• **SECTION B–DEFINITIONS**

Unless the context clearly requires otherwise, the definitions of the capitalized terms used in the technical evaluation criteria shall be those provided in the Contract or in this section. These definitions shall apply equally to both the singular and plural forms of the terms and, when appropriate, words of either gender shall include the other gender.

EC	means the Office of the CEO, commonly known as Elections Canada
General election	means an election held simultaneously in every electoral district in Canada.
Open source	means a publicly available (as opposed to covert) source of information, such as blogs, forums, news sites, etc.

• **TABLE A–MANDATORY TECHNICAL EVALUATION CRITERIA–CORPORATE CRITERIA**

#	MANDATORY TECHNICAL EVALUATION CRITERIA	MET/NOT MET
A.M1	Social Media Monitoring Tool–Deployment and Support Services	
A.M2	Experience–Implementation of a social media listening strategy and analysis services	
A.M3	Experience–Training	
A.M4	Training Plan–Methodology	
A.M5	Service Standards and contingency plans	
A.M6	Proposed project team–Social Media Analyst and Social Media Trainer	

• **TABLE B–MANDATORY TECHNICAL EVALUATION CRITERIA–TOOL CAPABILITIES FOR SOCIAL MEDIA MONITORING–CERTIFICATION**

#	MANDATORY TECHNICAL EVALUATION CRITERIA	MET/NOT MET
B.M1	Social Media and Open Data Sources	
B.M2	Additional Data Sources	
B.M3	Unlimited Number of Searches	
B.M4	Number of Users	
B.M5	Real-time Monitoring and Data Availability	
B.M6	French/English Monitoring Capabilities	
B.M7	Geo-location Capabilities	
B.M8	Data Qualifying/Coding	
B.M9	Content Analysis	
B.M10	Reporting and Extracting Capabilities	
B.M11	Technical Support Access	
B.M12	Access to Data	

• **TABLE C–SOCIAL MEDIA MONITORING TOOL–RATED CRITERIA**

#	RATED TECHNICAL EVALUATION CRITERIA	Maximum Points
C.1	Filtering Capability	10
C.2	Multiple Visual Formats–Data and Reporting	10
C.3	Mapping Capabilities–Federal Electoral Districts	10
C.4	Language and Proximity Analysis	10
C.5	Integration with other software	10
C.6	Foreign Language Monitoring Capabilities and Translation Capabilities	10
C.7	Business Intelligence and Artificial Intelligence Analysis Services	10

• **TABLE D–SOCIAL MEDIA MONITORING TOOL–DEMONSTRATION FUNCTIONALITY GRID**

#	MANDATORY TECHNICAL EVALUATION CRITERIA	MET/NOT MET
D.1	Access to all mandatory Data Sources	
D.2	Real-time Monitoring and Availability of Data	
D.3	Unlimited Number of Searches	
D.4	Construction of simple and complex queries (including Boolean searches)	
D.5	Accessing and Extracting Metadata	
D.6	Content Analysis	
D.7	Filtering/Classifying and Organizing Data	
D.8	Display of Geo-located Content	
D.9	Data Qualifying/Coding	
D.10	Message Gathering	
D.11	Automatic Alerts	
D.12	Communication/Sharing of Information using the Tool	
D.13	Basic Analytics and Visualizations	
D.14	Statistical and Customizable Reports	
D.15	Exporting/Printing Reports	

TABLE A–MANDATORY TECHNICAL EVALUATION CRITERIA–CORPORATE CRITERIA

#	MANDATORY TECHNICAL EVALUATION CRITERIA	Scoring Methodology
A.M1	<p>Social Media Monitoring Tool–Deployment and Support Services</p> <p>By providing 3 project descriptions, the bidder must clearly demonstrate their experience–dating no earlier than 8 years prior to the closing date of this RFP–with deploying and managing a social media monitoring technology (i.e. software) for another government department, agency, organization or private sector entity.</p> <p>Submission requirement The bidder must meet the requirement by completing Template A–Project Reference Template for each project description submitted and within the time period specified above.</p> <p>Note: Demonstrated projects must have a minimum duration of 6 months.</p> <p>Each project description must include the following:</p> <ul style="list-style-type: none"> a. Name of the client organization b. Start and end dates (month-year format) c. Brief description of the work performed 	<p><input type="checkbox"/> Met</p> <p><input type="checkbox"/> Not Met</p>
A.M2	<p>Experience–Implementation of a social media listening strategy and analysis services</p> <p>By providing 2 project descriptions, the bidder must clearly demonstrate their experience–dating no earlier than 8 years prior to the closing date of this RFP–with supporting users in developing and implementing a social media listening strategy and providing analysis services. Each project description must address the following key components:</p> <ul style="list-style-type: none"> i) Developing keywords ii) Simple and complex queries iii) Filtering noise from data collected iv) Platform use <p>Submission requirement The bidder must meet the requirement by completing Template A–</p>	<p><input type="checkbox"/> Met</p> <p><input type="checkbox"/> Not Met</p>

	<p>Project Reference Template for each of the project descriptions submitted and within the time period specified above.</p> <p>Note: Demonstrated projects must have a minimum duration of 6 months.</p> <p>Each project description must include the following:</p> <ul style="list-style-type: none"> (a) Name of the client organization (b) Start and end dates (month-year format) (c) Brief description of the work performed 	
<p>A.M3</p>	<p>Training Experience</p> <p>By providing 3 project descriptions, the bidder must clearly demonstrate their experience—dating no earlier than 8 years prior to the closing date of this RFP—with providing face-to-face and/or distance training on social media listening technology to individuals and/or small groups (i.e. 30 people or less). Each project description must contain the following elements:</p> <ul style="list-style-type: none"> i) Training methodology ii) Delivery format <p>Submission requirement The bidder must meet the requirement by completing Template A–Project Reference Template for each of the project descriptions submitted and within the time period specified above.</p> <p>Note: Demonstrated projects must have a minimum duration of 6 months.</p> <p>Each project description must include the following:</p> <ul style="list-style-type: none"> (a) Name of the client organization (b) Start and end dates (month-year format) (c) Brief description of the work performed 	<p><input type="checkbox"/> Met</p> <p><input type="checkbox"/> Not Met</p>
<p>A.M4</p>	<p>Training Plan–Methodology</p> <p>The bidder must provide a training plan, including hands-on training, to meet the following training objectives:</p> <ul style="list-style-type: none"> a) Accessing the tool 	<p><input type="checkbox"/> Met</p> <p><input type="checkbox"/> Not Met</p>

	<ul style="list-style-type: none"> b) Using the tool to monitor and analyze social and open source data c) Setting up searches and a monitoring strategy d) Refining and searching data using keywords and other parameters, such as hashtags, time frames, handles/user names, accounts, geographical boundaries and regions, Boolean logic, etc. e) Customizing the tool’s dashboard f) Identifying and visualizing the geographical regions/countries from which the social and open source data is originating g) Identifying, quantifying, ordering by magnitude, and visualizing the social and open source data and the level of influence of sources posting social data h) Filtering data based on various parameters i) Setting up alerts and notifications j) Performing various types of data analysis k) Identifying and visualizing sentiment (positive/negative/neutral) related to social and open source data l) Interpreting data m) Reporting on various data, including exporting data in different formats, setting up automatic periodical reports and creating customizable reports and data visualizations n) Customizing reporting template <p>Submission requirement The bidder must meet the requirement by submitting a training plan that addresses each training objective listed above.</p>	
<p>A.M5</p>	<p>Service Standards and contingency plans</p> <p>The bidder must provide details on their service standards, back-up and contingency plans that demonstrate minimal or no application downtime.</p> <p>Submission requirement The bidder must meet the requirement by submitting a description of their service standards and by providing a back-up or contingency plan in case of application downtime. The description should demonstrate that the service standards and back-up or contingency plan will result in minimal (less than 3 hours) or no</p>	<p><input type="checkbox"/> Met</p> <p><input type="checkbox"/> Not Met</p>

	downtime.	
A.M6	<p>Proposed project team–Social Media Analyst and Social Media Trainer</p> <p>The bidder must provide the names and curricula vitae (CVs) of the following 2 resources who will be entrusted with performing the work:</p> <ul style="list-style-type: none"> i. Social media analyst ii. Social media trainer <p>The bidder cannot propose the same resource for both categories.</p> <p>Submission requirement The bidder must outline the proposed team structure, identify the number, type/title, and roles/responsibilities of the proposed resource categories, identify the proposed resource names and provide a brief description of the management approach for the proposed team.</p>	<input type="checkbox"/> Met <input type="checkbox"/> Not Met

TABLE B–MANDATORY TECHNICAL EVALUATION CRITERIA– TOOL CAPABILITIES FOR SOCIAL MEDIA MONITORING–CERTIFICATION

B.M1	<p>Social Media and Open Data Sources Bidders must certify and thus <u>confirm</u> that their data sources include at a minimum:</p> <ul style="list-style-type: none"> a. Social media platforms, i.e. Facebook, Twitter, Instagram, Reddit, LinkedIn and YouTube b. Blogs c. Forums and message board d. Consumer opinion sites e. Traditional news sites (international and domestic), including the links and related comments sections f. Media-sharing websites (videos, photos, and user-generated content websites) 	<input type="checkbox"/> Met <input type="checkbox"/> Not Met
B.M2	<p>Additional Data Sources Bidders must certify and thus <u>confirm</u> that additional data sources (e.g. a new blog) can be added as they appear or are identified to</p>	<input type="checkbox"/> Met

	the monitored social and open space.	<input type="checkbox"/> Not Met
B.M3	Unlimited Number of Searches Bidders must certify and thus <u>confirm</u> that users can perform an unlimited number of searches (keywords, hashtags, Boolean logic, etc.) and have unlimited return results.	<input type="checkbox"/> Met <input type="checkbox"/> Not Met
B.M4	Number of Users Bidders must certify and thus <u>confirm</u> that their tool can be accessed and used with no downtime by up to 15 users at a time.	<input type="checkbox"/> Met <input type="checkbox"/> Not Met
B.M5	Real-Time Monitoring and Availability Bidders must certify and thus <u>confirm</u> that EC users can fully access their tool online at all times (24/7/365) and that data are available from the tool instantaneously (real-time monitoring).	<input type="checkbox"/> Met <input type="checkbox"/> Not Met
B.M6	French/English Monitoring Capabilities Bidders must certify and thus <u>confirm</u> that users can perform analyses and build searches with data generated in French and English.	<input type="checkbox"/> Met <input type="checkbox"/> Not Met
B.M7	Geolocation Capabilities Bidders must <u>demonstrate</u> with reference information that their tools 1) can identify and visualize on a map the geo-location (latitude/longitude coordinates of a post within a certain distance from the postal code level) and geo-references (geo-referenced posts, i.e. about a specific geographical location) from which an event described on social and open source data is originating; and 2) can also segment data according to these geographical references.	<input type="checkbox"/> Met <input type="checkbox"/> Not Met
B.M8	Data Qualifying/Coding Bidders must <u>demonstrate</u> with reference information that users can code data with their tool, i.e. define and add categories or tags for analysis and reporting and automatically and manually group keywords, hashtags or Boolean searches within these categories (i.e. automatically and manually tag posts with user-defined categories) and score data qualitatively.	<input type="checkbox"/> Met <input type="checkbox"/> Not Met
B.M9	Content Analysis Bidders must <u>demonstrate</u> with reference information that with their tool users can 1) work with sentiment, interaction data, heat maps, word clouds, audience profile insights, etc.; and 2) conduct content analysis, including identification, quantification and visualization of social media and open source content.	
B.M10	Reporting and Extracting Capabilities Bidders must <u>demonstrate</u> with reference information that their tool can generate customizable reports which can be exported through a secure connection to different electronic formats (e.g. CSV, common Microsoft Office formats)–without requiring the	<input type="checkbox"/> Met <input type="checkbox"/> Not Met

	Contractor’s intervention. Such generation includes the extraction of all metadata.	
B.M11	<p>Technical Support Access</p> <p>Bidders must certify and thus <u>confirm</u> that they will provide 24/7 access to their technical support staff and be available for support as required during business hours (9:00 a.m. to 5:00 p.m. Eastern time) on working days (Monday to Friday) as of the date on which the contract is awarded until the 2019 general election¹; and during extended hours (8:00 am to 8:00 p.m. Eastern time, Monday to Friday and weekends) during the 2019 general election.</p>	<input type="checkbox"/> Met <input type="checkbox"/> Not Met
B.M12	<p>Access to data</p> <p>Bidders must certify and thus <u>confirm</u> that data collected through their tool will remain available to users for retroactive searches and analysis for the entire duration of the Contract.</p>	<input type="checkbox"/> Met <input type="checkbox"/> Not Met

TABLE C–SOCIAL MEDIA MONITORING TOOL – RATED CRITERIA

#	DEMONSTRATED FUNCTIONALITY	POINTS AVAILABLE	SCORING METHODOLOGY
C.1	<p>Filtering Capability</p> <p>The bidder should demonstrate that the tool lets users filter information, add additional filters, and edit and manage filters.</p> <p>Submission requirement: The bidder must meet the requirement by demonstrating with reference information how their tool lets users filter information using various parameters as well as filter out irrelevant content, i.e. soft delete and exclude spam and/or duplicates or certain keywords, accounts, etc. The bidder must demonstrate that users can manage filters easily without the Contractor’s intervention.</p>	10	<p>The bidder will receive up to 10 points as follows:</p> <p>1 point: Lacks detail or is unclear. There are no, or very limited, filtering capabilities.</p> <p>5 points: Clear and detailed. The tool allows for applying one filter at a time. Filters are not fully manageable and editable by users without the Contractor’s intervention.</p>

¹ October 21, 2019 is the fixed 2019 general election date. An election may be called any time before then.

			10 points: Very clear and detailed. The tool allows for applying multiple filters at a time. Filters are fully manageable and editable by users without the Contractor’s intervention.
C.2	<p>Multiple Visual Formats–Data and Reporting</p> <p>The bidder should demonstrate that the tool can present social media and open source data and statistics in multiple visual formats (e.g. graphs, maps, charts, timeline, word clouds, keywords prominence, etc.)</p> <p>Submission requirement: The bidder must meet the requirement by demonstrating with reference information the various visual formats available to view and report on social media and open source data.</p>	10	<p>The bidder will receive up to 10 points as follows:</p> <p>1 point: Lacks detail or is unclear. There are no or very little options to visualizedata and statistics.</p> <p>5 points: Clear and detailed. There are basic visualization options.</p> <p>10 points: Very clear and detailed. There are advanced and varied visualization options.</p>
C.3	<p>Mapping Capabilities–Federal Electoral Districts</p> <p>The bidder should demonstrate that the tool can display social media and open source data on a map of federal electoral districts.</p> <p>Submission requirement: The bidder must meet the requirement by demonstrating with reference information the mapping level of geo-located and geo-referenced</p>	10	<p>The bidder will receive up to 10 points as follows:</p> <p>1 point: Lacks detail or is unclear. Mapping capabilities at national level or no mapping capabilities are</p>

	<p>information.</p>		<p>demonstrated.</p> <p>5 points: Clear and detailed. Mapping capabilities at provincial level are demonstrated.</p> <p>10 points: Very clear and detailed. Mapping capabilities at federal-electoral-district- or city-level are demonstrated.</p>
<p>C.4</p>	<p>Language and Proximity Analysis</p> <p>The bidder should demonstrate that the tool can anticipate emerging issues and trending keywords using, for example, language and proximity analyses.</p> <p>Submission requirement: The bidder must meet the requirement by demonstrating with reference information that the tool can perform language and proximity analyses to detect emerging issues or trending keywords or hashtags. The bidder must explain the methodology used to perform language and proximity analysis.</p>	<p>10</p>	<p>The bidder will receive up to 10 points as follows:</p> <p>1 point: Lacks detail or is unclear. There are no or very limited language and proximity analysis capabilities. Methodology is not explained or details are insufficient to demonstrate the requirements.</p> <p>5 points: Clear and detailed. Basic language and proximity analysis capabilities are demonstrated. Methodology is explained in sufficient detail to demonstrate the requirements.</p> <p>10 points: Very clear</p>

			and detailed. Advanced language and proximity analysis capabilities are demonstrated. Methodology is explained in great detail and fully demonstrates the requirements.
C.5	<p>Integration with other software</p> <p>The bidder should demonstrate that the tool can integrate with other software, for example, ESRI (GIS mapping software), business intelligence and artificial intelligence software.</p> <p>Submission requirement: The bidder must meet the requirement by demonstrating with reference information the tool’s capability to integrate with other software.</p>	10	<p>The bidder will receive up to 10 points as follows:</p> <p>1 point: Lacks detail or is unclear. No integration with other software is demonstrated.</p> <p>5 points: Clear and detailed. Possible integration with one other software is demonstrated.</p> <p>10 points: Very clear and detailed. Possible integration with multiple other software tools, including ESRI, business intelligence and artificial intelligence software is demonstrated.</p>
C.6	<p>Foreign Language Monitoring and Translation Capabilities</p> <p>The bidder should demonstrate that the tool can monitor foreign languages (including Punjabi, Mandarin, Cantonese, Tagalog, Spanish, Arabic, Russian, etc.) and translate posts in various foreign</p>	10	<p>The bidder will receive up to 10 points as follows:</p> <p>1 point: Lacks detail or is unclear. No foreign language</p>

	<p>languages into French and English.</p> <p>Submission requirement: The bidder must meet the requirement by demonstrating with reference information the tool’s foreign language monitoring and translation capabilities.</p>		<p>monitoring and translation capabilities are demonstrated.</p> <p>5 points: Clear and detailed. Limited foreign language monitoring and translation capabilities are demonstrated. Monitoring of a maximum of 3 foreign languages and translation of a few foreign languages are demonstrated. Translation of poor or medium quality.</p> <p>10 points: Very clear and detailed. Advanced foreign language monitoring and translation capabilities are demonstrated. Monitoring of 3 or more foreign languages and translation of multiple foreign languages are demonstrated. Translation of good quality.</p>
<p>C.7</p>	<p>Business Intelligence and Artificial Intelligence Analysis Services</p> <p>By providing 1 project description, the bidder must clearly demonstrate their experience–dating</p>		<p>The bidder will receive up to 10 points as follows:</p> <p>1 point: Lacks detail</p>

	<p>no earlier than 5 years prior to the closing date of this RFP—with providing business intelligence and artificial intelligence analysis services. The project description must address the following key components:</p> <ul style="list-style-type: none"> i) Performing trend analysis with various data j) Performing predictive analysis k) Providing reporting services l) Providing services to set up artificial intelligence technologies <p>Submission requirement The bidder must meet the requirement by completing Template A—Project Reference Template for the project description submitted and within the time period specified above.</p> <p>Note: The demonstrated project must have a minimum duration of 6 months.</p> <p>The project description must include the following:</p> <ul style="list-style-type: none"> (d) Name of the client organization (e) Start and end dates (month-year format) (f) Brief description of the work performed 		<p>or is unclear. The bidder doesn't provide any business intelligence or artificial intelligence services.</p> <p>5 points: Clear and detailed. The bidder provides limited services or provides services only for business intelligence or artificial intelligence.</p> <p>10 points: Very clear and detailed. The bidder provides advanced business intelligence and artificial intelligence services.</p>
<p>MAXIMUM POINTS AVAILABLE = 7070</p>			
<p>MINIMUM PASS MARK OF 70% OVERALL = 949</p>			

Demonstration:

Prior to the contract's award, bidders may be requested to provide a live demonstration of their system's capability to meet all the requirements as described in the Statement of Work.

The Technical Authority reserves the right to declare a bid non-responsive if the Bid Evaluation Team determines that the bidder has not successfully demonstrated their technical ability to meet the requirement.

The demonstration must be conducted at no cost to the Technical Authority.

The Technical Authority will provide notice no fewer than five working days before the scheduled date of the demonstration.

TEMPLATE A–CLIENT REFERENCE TEMPLATE

Project # [Bidder to Insert]		
Bidder name		Name of proposed resource
Client Identification	Project title	
	Client name	
	Client address	
	Client contact name	
	Client contact title	
	Client telephone no.	
	Client e-mail address	

TEMPLATE B–PROJECT DESCRIPTION TEMPLATE

Project # [Bidder to Insert]	
Bidder name	Name of proposed resource
Client Identification	Project title
	Client name
	Client contact name
	Client contact title
	Client telephone no. or e-mail address
1. Project description (max. 400 words)	
2. Start and end dates (month-year format)	
3. Description of the resource’s role in the project (max. 200 words)	

Part 8 – Financial Proposal

1. General Instructions with respect to the Pricing Tables

1.1 The Bidder must submit prices by completing Tables A, B, C and D below. **For evaluation purpose only, estimate contract value will be sum of Table A, B, C and D.**

1.2 Prices in the Pricing Tables must include all direct and indirect costs to provide the Work described in the SOW, including without limitation, all necessary material, supplies, equipment, labour, wages, salaries, management fees and taxes, Canadian custom duties and excise taxes, where applicable (collectively the “Costs”). All prices indicated in the Pricing Tables must be in Canadian Dollars. Include amounts representing Canadian custom duties and excise taxes where applicable, and exclude the applicable sales tax.

2. No Guarantee

All volumes, durations or cost factors inserted in the Pricing Tables are only included as weighting factors for financial evaluation purposes and are not a minimal commitment by the Elections Canada to purchase according to these quantities or projected timetable.

3. Pricing Tables

Table A – Initial Contract Period – Contract Award to XX, 2019

Requirement	Unit	Cost
Monthly platform access fee for up to 15 concurrent users including unlimited queries and results for all data sources.	Per month	\$_____/month
Monthly platform access fee for each additional concurrent user.	Per month	\$_____/month
Training in the full use of the platform for up to 15 users.	Per session	\$_____/session
Additional training, as required.	Per hour	\$_____/hour
Social media monitoring and analysis and support services	Per hour	\$_____/hour

Table B – Option Period 1 –XX, 2019 to XX, 2020

Requirement	Unit	Cost
Monthly platform access fee for up to 15 concurrent users including unlimited queries and results for all data sources.	Per month	\$_____/month
Monthly platform access fee for each additional concurrent user.	Per month	\$_____/month
Training in the full use of the platform for up to 15 users.	Per session	\$_____/session
Additional training, as required.	Per hour	\$_____/hour
Social media monitoring and analysis and support services	Per hour	\$_____/hour

Table C – Option Period 2 –XX, 2020 to XX, 2021

Requirement	Unit	Cost
Monthly platform access fee for up to 15 concurrent users including unlimited queries and results for all data sources.	Per month	\$_____/month
Monthly platform access fee for each additional concurrent user.	Per month	\$_____/month
Training in the full use of the platform for up to 15 users.	Per session	\$_____/session
Additional training, as required.	Per hour	\$_____/hour
Social media monitoring and analysis and support services	Per hour	\$_____/hour

Table D – Option Period 3 –XX, 2021 to XX, 2022

Requirement	Unit	Cost
Monthly platform access fee for up to 15 concurrent users including unlimited queries and results for all data sources.	Per month	\$_____/month
Monthly platform access fee for each additional concurrent user.	Per month	\$_____/month
Training in the full use of the platform for up to 15 users.	Per session	\$_____/session
Additional training, as required.	Per hour	\$_____/hour
Social media monitoring and analysis and support services	Per hour	\$_____/hour

Social Media Analytical Tool and Services

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 Social Media Analytical Tool and 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. Former Public Servant

2.1. 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.

2.2. 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.

- 2.3. 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.

- 2.4. 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.

- 2.5. 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.
- 2.6. By submitting a proposal, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

3. General

- 3.1. 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.
- 3.2. Furthermore, the Bidder acknowledges that Elections Canada shall rely on this certification to award the Contract. Should the Bidder fail to comply with this certification or in the event that verification or inspection by Elections Canada discloses a misrepresentation on the part of the Bidder, Elections Canada shall have the right to treat any contract resulting from this proposal as being in default and to terminate it pursuant to the default provisions of the Contract.

Signature of the Authorized Representative of Bidder

Date

Print Name of Authorized Representative of Bidder:

Print Title of Authorized Representative of Bidder:
