



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>
<i>Date:</i> _____

Office of the Chief Electoral Officer File No.
ECAT-RFP-18-0698

Title:	Date:
Mail Management Automation Project (MMA) – Envelope Folder Inserter Equipment	January 29, 2019
Request for Proposal Closing Date:	
March 12, 2019 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.
Ashley Tran	819-939-1469

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

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

Part 1 – General Information

Part 2 – Bidder Instructions

Part 3 – Proposal Preparation Instructions

Part 4 – Evaluation Procedures and Basis of Selection

Part 5 – Security, Financial and Other Requirements

Part 6 – Resulting Contract

Annex A – Statement of Work

Annex B – Pricing Table

Annex C – Supplemental Conditions – Hardware purchase, lease and maintenance

Annex D – Supplemental Conditions – Licensed Software [if applicable]

Annex E – General Conditions – Goods and Services

Annex F – Security Requirements Check List

Annex G – Fair Price Certification [if applicable]

Part 7 – Technical Evaluation Criteria

Part 8 – Financial Evaluation Criteria

Annex A – Financial Proposal Table Template

Part 9 – Certificates

Request for Proposal

ECAT-RFP-18-0698

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: EC has a requirement to automate its special ballot management processes used during an Electoral Event in Canada. Currently, EC processes close to

190,000 special ballots cast by electors during an electoral event. It is forecasted that there will be a greater volume of special ballots to be processed for upcoming and future electoral events. In order to cope with the mounting pressure from this unpredictable (and inevitable) increased volume of special ballots and manage the resulting risk, AVMOO is seeking to optimize its centralized processes which, during an electoral event, are located at the SVR Administrative Center, for the moment, at 440 Coventry. The special ballot kit assembly process has been identified as one that will benefit from automation as AVMOO requires a faster and more responsive way to fold and insert documents into an envelope.

- (b) Brief Description: EC requires an automated envelope folder and inserter equipment to be delivered, installed, tested and maintained by the Contractor. There is also a requirement for the delivery of the equipment documentation and on-site operator training.

1.3.2 Period of the Contract

- (a) The Contract period is from the Effective Date of the Contract until March 31, 2020.
- (b) The bidder grants to Elections Canada the irrevocable option to extend the period of the Contract by five additional periods of one year each under the same terms and conditions.

1.3.3 Security Requirement

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

Contractors:

Leo Pisces Service Group

Lumina IT

NavPoint Consulting Group Inc.

Resources (last name, first name):

Buck, Stephen

Chevassus, Franck

Silversides, Ron

Any proposal that is received from one of the above-noted suppliers, whether as a sole

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

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

2.19 Entire Requirement

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

2.20 Enquiries

2.20.1 All enquiries must be submitted in writing to the Contracting Authority no later than 10 Business Days before the RFP closing date. Enquiries received after that time may not be answered.

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

2.21 Applicable Laws

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

2.22 Improvement of Requirement During Solicitation Period

- 2.22.1 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 10 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 (6 hard copies and 1 soft copy on USB or CD)

Section II: Financial Proposal (6 hard copies and 1 soft copy on USB or CD)

Section III: Certifications (1 hard copy)

- 3.1.2 If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.
- 3.1.3 Prices must appear in the financial proposal only. No prices must be indicated in any other section of the proposal.
- 3.1.4 Elections Canada requests that bidders follow the format instructions described below in the preparation of their proposal:
- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper; and
 - (b) use a numbering system that corresponds to the RFP.
- 3.1.5 In the event that a bidder fails to provide the number of copies required pursuant to Subsection 3.1.1 the Contracting Authority will contact the bidder and provide the bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the proposal non-responsive.
- 3.1.6 To assist in reaching the objective set out in the Policy on Green Procurement, bidders are encouraged to:
- (a) use paper containing fibre certified as originating from a sustainably managed forest and/or containing a minimum 30% recycled content; and
 - (b) use an environmentally preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

3.2. Section I – Technical Proposal

- 3.2.1 In their technical proposal, bidders should demonstrate their understanding of the requirements contained in the RFP and explain how they will meet the requirements of the SOW and carry out the Work in a thorough, concise and clear manner.
- 3.2.2 The technical proposal should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the proposal will be evaluated which are set out in Part 7 – Technical Evaluation Criteria. Simply repeating the statement contained in the RFP is not sufficient. In order to facilitate the evaluation of the proposal, Elections Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their

proposal by identifying the specific paragraph and page number where the subject topic has already been addressed.

- 3.2.3 The details of any client references requested under Part 7 – Technical Evaluation Criteria should be submitted with the proposal. If any of the required information is not submitted as requested, in the event that Elections Canada decides to contact client references, the Contracting Authority will so inform the bidder and provide the bidder with a time frame within which to meet the requirement. If the bidder fails to comply with the request of the Contracting Authority and meet the requirement within that time period, the proposal will be deemed non-responsive.

3.3. Section II – Financial Proposal

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

3.4. Section III – Certificates

- 3.4.1. The certificates under Part 9 must be completed by bidders in accordance with this Section 3.4. Bidders must provide the required certifications to be awarded a contract. Elections Canada will declare a proposal non-responsive if the required certifications are not completed and submitted as requested.
- 3.4.2. The Bidders' compliance with the certifications provided to Elections Canada is subject to verification by Elections Canada during the proposal evaluation period and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The proposal will be declared non-responsive if any certification made by the bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the proposal non-responsive.
- 3.4.3. The certificates under Part 9 should be completed and submitted with the proposal but may be submitted afterwards. If any of these required certificates is not completed and submitted as requested, the Contracting Authority will so inform the bidder and provide the bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the proposal non-responsive.

Part 4. Evaluation Procedures and Basis of Selection

4.1. General Evaluation Procedures

- 4.1.1 Proposals will be assessed in accordance with the entire requirement of the RFP including the technical and financial evaluation criteria.
- 4.1.2 An evaluation team composed of Elections Canada, Leo Pisces Service Group and NavPoint Consulting Group Inc. 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.

4.3. Financial Evaluation

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

4.4. Basis of Selection

- 4.4.1 A proposal must comply with all the requirements of the RFP. If it is determined that a proposal does not comply with any of the requirements of the RFP, such proposal will be deemed non-responsive and will not be given further consideration.
- 4.4.2 The evaluation and selection process will be conducted in the following phases:

- Phase 1 – Mandatory Technical Evaluation
- Phase 2 – Rated Technical Evaluation
- Phase 3 – Financial Evaluation
- Phase 4 – Determination of Highest Ranked Bidder

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

4.4.3 Phase 1 – Mandatory Technical Evaluation

In Phase 1, all proposals will be evaluated for their compliance with the mandatory technical evaluation criteria set out in 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”).

4.4.5 Phase 3 – Financial Evaluation

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

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

4.4.7 Phase 4 – Determination of Highest Ranked Bidder

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

$$\frac{\text{TECHNICAL PROPOSAL SCORE X 60}}{\text{MAXIMUM NUMBER OF POINTS}} + \frac{\text{LOWEST PRICE X 40}}{\text{BIDDER'S PRICE}} = \text{COMBINED EVALUATION SCORE}$$

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

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

Part 5. Security, Financial and Other Requirements

5.1 Security Requirement

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

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

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

5.2 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.

Part 6 – Resulting Contract



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.

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]

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]

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

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

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

1.01.04 In the Contract, words importing the singular number include the plural and vice versa,

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and words importing the masculine gender include the feminine gender and the neuter.

Section 1.02 Priority of Documents

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

1. these Articles of Agreement;
2. Annex A – Statement of Work;
3. Annex B – Pricing Table;
4. Annex C – Supplemental Conditions – Hardware purchase, lease and maintenance;
5. Annex D – Supplemental Conditions – Licensed Software [if applicable];
6. Annex E – General Conditions – Goods and Services;
7. Annex F – Security Requirements Check List;
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 will be from the Effective Date of the Contract (the “Initial Term”) to March 31, 2020.

Section 3.02 Option to extend

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- 3.02.01 The Contractor will grant to Elections Canada irrevocable options to extend the period of the Contract by five additional periods of one year under the same terms and conditions.
- 3.02.02 Elections Canada may exercise these options at any time by sending a written notice to the Contractor at least 15 calendar days before to the Contract expiry date or any extension thereof.
- 3.02.03 The options to extend the term of the Contract may be exercised only by the Contracting Authority.
- 3.02.04 Upon exercising each option, the amount stated as the “total estimated cost (incl. applicable sales tax)” on the first page of the Contract shall be deemed to be increased to include the amount set out in subsection 6.02.02.

Article 4 Authorities

Section 4.01 Contracting Authority

- 4.01.01 The Contracting Authority for the Contract is:

[insert at contract award]
Procurement and Contracting Services
Elections Canada
30 Victoria Street
Gatineau QC K1A 0M6
Tel: 819-
Fax: 819-
E-mail:

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

Section 4.02 Technical Authority

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4.02.01 The Technical Authority for the Contract is:

[insert at contract award]

Elections Canada
Tel: 819-
Fax: 819-
E-mail:

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

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

Article 5 Contractor's Representative

Section 5.01 Single Point of Contact

5.01.01 SPOC between the Contractor and Elections Canada is:

[Note to Bidders]

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

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

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

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- (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.
- 6.01.02 For on-call maintenance services, the Contractor will be paid an hourly rate for the Work in accordance with the Pricing Table.
- 6.01.03 The Contractor must not perform Work beyond 7.5 hours in one day unless authorized in advance by the Technical Authority. The Contractor shall not be entitled to any premium for any hours worked beyond the 7.5 hours. The hourly rates set out in the Pricing Table will apply to such hours.

Section 6.02 Limitation of Expenditure

- 6.02.01 Elections Canada's total liability to the Contractor under the Contract for the Work performed during the Initial Term must not exceed \$_____ **[insert at contract award]**. Customs duties are included and any applicable sales tax is extra.
- 6.02.02 If Elections Canada exercises the option to extend the period of the Contract as per Section 3.02 of the Articles of Agreement, Elections Canada's total liability to the Contractor for the Work performed during each additional period of one year must not exceed \$_____ **[insert at contract award]**. Customs duties are included and any applicable sales tax is extra.
- 6.02.03 No increase in the total liability of Elections Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any services that would result in Elections Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority.
- 6.02.04 With respect to each amount set out in Subsections 6.02.01 and 6.02.02, the Contractor must notify the Contracting Authority in writing as to the adequacy of

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such amount:

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

whichever comes first.

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

Section 6.03 Applicable Sales Tax

6.03.01 The estimated amount of sales tax, if applicable, is included in the total estimated 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 9 – Payment and Invoices. The Contractor agrees to remit to the appropriate government agency any amounts of applicable sales tax paid or due.

Article 7 Option to Acquire Additional Goods or Services

7.01.01 The Contractor grants to Elections Canada the irrevocable option to acquire the goods, services or both described at article 13 of the Statement of Work under the same terms and conditions and at the prices and/or rates stated in the Contract.

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

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

Article 8 Information Reporting

Section 8.01 Form T1204

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- 8.01.01 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.
- 8.01.02 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.
- 8.01.03 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 9 Payment and Invoices

Section 9.01 Payment

- 9.01.01 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

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(c) the Work performed has been accepted by Elections Canada.

Section 9.02 Invoices

9.02.01 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.

9.02.02 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 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, receipts and vouchers for all authorized travel and living expenses and other direct expenses.

9.02.03 The original and one copy of each invoice along with one copy of the supporting documentation identified in Subsection 9.02.02 must be forwarded to the address shown on page 1 of the Contract for certification and payment.

Article 10 Elections Canada Facilities and Personnel

Section 10.01 Access to the Location of the Work

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

Section 10.02 Access to Personnel

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- 10.02.01 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.

- 10.02.02 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 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 F; and
 - (b) *Industrial Security Manual* (latest edition).

Article 12 Insurance

Section 12.01 Insurance

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

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.

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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.

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 G 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.

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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

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

OPTION 2

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

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

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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

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

[Insert at contract award]

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

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

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

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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.



Mail Management Automation Project (MMAP) – Envelope Folder Inserter Equipment

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 shall have the definitions assigned to them in the Contract or in this Section. These definitions shall apply equally to both the singular and plural forms of the terms defined, and words of any gender shall include each other gender when appropriate.

440 Coventry means EC's distribution centre located at 440 Coventry Rd, Ottawa ON

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

CEO means the Chief Electoral Officer of Canada

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

ECHQ means EC's head office located at 30 Victoria Street, Gatineau, QC

Election Day means the date for voting in an Electoral Event

Election Personnel means any individuals working for or on behalf of EC, EC staff and EC contractors, excluding the Contractor, for the purposes of this Contract

Electoral Event means general elections, by-elections and federally-organized referendums. The CEA states that an Electoral Event must last a minimum of 37 days. For the purpose of this SOW, an Electoral Event commences when the writ is issued and concludes one week after Election Day

2. EC MANDATE

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

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

3. INTRODUCTION

- 3.01. EC requires an automated envelope folder and inserter equipment to be delivered, installed, tested and maintained by the Contractor. There is also a requirement for the delivery of the equipment documentation and on-site operator training.

PART II – OVERVIEW

4. VOTING BY SPECIAL BALLOT

- 4.01. The Alternative Voting Methods and Operational Outreach Directorate (AVMOO) is responsible for the administration of the Special Voting Rules (SVR), Part 11 of the CEA, which provides an alternative way to access the electoral process to electors who cannot, or do not, wish to vote using conventional means (ordinary or advance poll). Under SVR, any qualified elector (that is, any Canadian citizen 18 years of age or older on polling day) who cannot or does not wish to vote at a polling station during an election or referendum may vote using a special ballot. They may apply to vote by special ballot in person, by fax, by mail, on-line or by any other delivery service, but may only return the ballot in person, by mail or by courier service. The elector's name will be added to the appropriate list of electors, if necessary, and it will be indicated on the list that the elector has registered to vote by special ballot. AVMOO will prepare and send special ballot kits to the registered national and international electors. The kit contains:

- a) instructions

- b) a ballot
- c) an inner envelope (to ensure privacy)
- d) an outer envelope that identifies the elector (peel and seal)
- e) a return envelope

4.02. With a special ballot, an elector can vote by mail or in person at the office of any Returning Officer (RO) or Additional Assistant Returning Officer (AARO). If the elector is away from his or her electoral district, inside or outside Canada, he or she can also register to vote with EC in Ottawa, Canada. Once an elector's application to vote by special ballot is approved, that is the only way he or she can vote; the elector cannot vote at the ordinary or advance polls.

4.03. For the upcoming 43rd general election, the number of special ballots to be processed by AVMOO will increase, possibly reaching between 325,000 and 500,000 based on the current projections. While most of the special ballots are issued in person at an RO or AARO office, between 50,000 and 100,000 special ballot kits will be built in the National Capital Region and individually mailed to registered electors.

5. PROJECT BACKGROUND

5.01. EC has a requirement to automate its special ballot management processes used during an Electoral Event in Canada. Currently, EC processes close to 190,000 special ballots cast by electors during an electoral event. It is forecasted that there will be a greater volume of special ballots to be processed for upcoming and future electoral events. In order to cope with the mounting pressure from this unpredictable (and inevitable) increased volume of special ballots and manage the resulting risk, AVMOO is seeking to optimize its centralized processes which, during an electoral event, are located at the SVR Administrative Center, for the moment, at 440 Coventry. The special ballot kit assembly process has been identified as one that will benefit from automation as AVMOO requires a faster and more responsive way to fold and insert documents into an envelope.

6. CONCEPT OF OPERATION

6.01. The envelope folder and inserter machine is intended to be used mainly when there is a federal general election or a federal referendum. When there is an Electoral Event, EC has to prepare and mail a high volume of special ballot kits in a short period of time.

6.02. When there is a general election or a referendum, EC requires the envelope folder and inserter machine to be able to produce a high volume of kits at a fast pace (with minimum downtime), with a critical dependency on the equipment reliability and

availability during that period. EC requires and expects a high level of support from the Contractor to ensure that the machine operates properly for that period.

- 6.03. Outside of general elections and referendums, the machine will not be used as intensely. It will be used to prepare kits for the Canadian Forces and Correctional Facilities when there is a by-election. These kits are composed of six inserts, some multipage, and the largest one being 12 inches by 9 inches. It will also be used to assemble thousands of verification letters to Canadian electors abroad, which are multipage and personally addressed. Only standard support will be required during these periods. Planned maintenance will also be required in order to prevent the equipment from becoming unreliable for the next event, especially if there are long periods when the equipment will not be used.

7. MANDATORY FUNCTIONAL SPECIFICATIONS

- 7.01. The Contractor must deliver, install, test and maintain the envelope folder and inserter equipment to meet the following mandatory functional specifications:
- a) have the ability to insert at least six documents, folded pages or envelopes in a number 11 envelope
 - b) have a high processing speed (minimum 2,400 envelopes per hour)
 - c) have feed trays with a large loading capacity (minimum 500 envelopes)
 - d) have trays with sensors to detect if the inserts are present
 - e) have the ability to insert a peel and seal envelope into a standard envelope
 - f) have interchangeable trays that handle custom envelopes, paper and folded paper
 - g) have the ability to feed more than one page from the same tray in an envelope (e.g. two-page personalized letter)
 - h) have adjustable fold settings (e.g. half fold, C fold, Z fold, double fold)
 - i) include a user interface to program and track jobs
 - j) include user interfaces that are available in either of the Government of Canada's official languages (French or English)
 - k) have a job memory function (i.e. recall multiple stored jobs to run subsequent batches)
 - l) have the ability to handle inserts as small as 3.25 inches x 6 inches
 - m) have double document (feed) detection

- n) have a jam detection locator
- o) have the ability able to print on the documents, including barcode or have the ability to apply labels on envelopes and documents
- p) provide daily or batch summary management reports

8. DESIRABLE FUNCTIONAL SPECIFICATIONS

8.01. It is desirable that the Contractor supplied automated envelope folder inserter equipment provides the following additional functional specifications:

- a) include user interfaces that are available in both of the Government of Canada official languages (French and English)
- b) have trays that can be loaded during the processing of the job
- c) have the ability to link trays
- d) have the ability to fold without insertion
- e) include address management software
- f) have barcode readers to synchronize personalized letters and other inserts with the corresponding addressed envelope
- g) have adjustable customizable fold settings (e.g. fold page in two but not right in the middle)
- h) have the ability to insert at least six documents, folded pages or envelopes into a number 5 bubble mailer

9. DELIVERABLES – EQUIPMENT

9.01. The Contractor must complete the delivery, installation and testing of the envelope folder inserter equipment at the SVR Administrative Centre in the National Capital Region as specified in section 15.0 no later than 45 calendar days after the Effective Date of the Contract.

9.02. The Contractor must submit a delivery, installation and test plan and schedule to EC's Technical Authority within 10 calendar days of the Effective Date of the Contract. The plan must include at a minimum:

- a) key activities and timeline for the Work to be performed by the Contractor;
- b) any specific requirements or constraints involving EC relating to the Work to be performed by the Contractor; and
- c) any site preparation work required by EC for the installation of the equipment.

- 9.03. The Contractor must notify EC's Technical Authority five business days in advance of delivery or on-site visit to allow for proper planning.
- 9.04. The Technical Authority will observe the on-site testing conducted by the Contractor. The Contractor must notify the Technical Authority five business days in advance of the start of Contractor's testing.
- 9.05. The Contractor must submit its test documentation, reports, results, etc., to the Technical Authority for review and acceptance that the equipment is ready-for-use. Acceptance by the Technical Authority will determine the date that the equipment is available for Fully Functional Operation.

10. DELIVERABLES - SUPPORT AND TRAINING

- 10.01. The Contractor must deliver the equipment documentation, including maintenance documentation, to EC with the equipment. The documentation must be the current versions available as of the delivery date of the equipment. The documentation must be delivered in both English and French, if available. If the documentation is available only in one of Canada's official languages (English or French), EC has the right to translate it or have it translated for its own use. EC owns any translation and is not required to provide it to the Contractor.
- 10.02. Within 15 calendar days following the date of Fully Functional Operation, the Contractor must complete the initial operator training on site to EC employees in accordance with the training approach described in its proposal.
- 10.03. The Contractor must also provide additional operator training on site, as requested by the Technical Authority, during the operational readiness period prior to any federal Electoral Event happening during the contract period.
- 10.04. The Contractor must provide technical and operational support via a web site and live telephone support to assist EC with simple trouble shooting or operation support knowledge.

11. DELIVERABLES - MAINTENANCE SERVICE

- 11.01. The Contractor must maintain the envelope folder inserter equipment from the date of Fully Functional Operation as determined in accordance with subsection 11.02 for the complete Term of the Contract.
- 11.02. Support and Maintenance Plan
- 11.02.01. The Contractor must provide and maintain a support and maintenance plan meeting the requirements in accordance with the Contract and based on its proposal within 30 calendar days of the Effective Date of the Contract, for review

and acceptance by the Technical Authority. The support and maintenance plan will include any type of servicing including but not limited to:

- a) regular maintenance;
- b) repairs;
- c) calibration;
- d) replacement pieces that the client should keep at the location where the equipment is installed; and
- e) licensed software and firmware updates, as applicable.

11.02.02. The support and maintenance plan must describe in detail the maintenance service to be provided during the Term of the Contract, including the equipment 12-month warranty period. The support and maintenance plan must describe how the equipment will be maintained to ensure that it remains capable of Fully Functional Operation during general elections, by-elections and federal referendum events as well as during periods in between general elections and federal referendum events. The Contractor must maintain the equipment in accordance with the support and maintenance plan accepted by the Technical Authority.

11.03. Equipment Availability

The equipment must achieve the minimum availability level of 95% during the contract period. The availability level achieved each month must be calculated as follows:

$$\text{Operational Use Time} / [\text{Operational Use Time} + \text{Downtime}] \times 100\%$$

11.04. Maintenance Service for Periods Between General Elections and Referendum Events (Non-Event Period)

11.04.01. Between Electoral Events, the Contractor must perform preventive maintenance service to ensure that the equipment remains capable of Fully Functional Operation. The support and maintenance plan must include an annual schedule for preventive maintenance established mutually by the Contractor and the Technical Authority.

11.04.02. Election Personnel will perform regular tests as deemed required between the preventive maintenance service visits by the Contractor.

11.04.03. Between Electoral Events, the Contractor must provide on-call maintenance service on a week day during the principal period of maintenance with a response time of within 24 hours of receiving a call from EC for on-call maintenance service on site. The Contractor must acknowledge receipt of a call for maintenance service from EC within 60 minutes.

11.04.04. Between Electoral Events, the Contractor will not have to provide on-call maintenance service on a weekend.

11.05. Maintenance Service During a General Election or a Referendum

11.05.01. The EC Executive Committee establishes a "readiness date", by which EC must be ready for a general election or referendum to be called. The Technical Authority will notify the Contractor of the date 30 calendar days prior to the "readiness date".

11.05.02. For a general election, EC operates with a countdown calendar from the start of the electoral period to Election Day, Election Day being Day 0 and the start of the calendar being Day 36 or greater depending on the government decision to "Drop the Writ".

11.05.03. From the drop of the writ to the last day of registration to vote by mail (Day 6), the Contractor must provide the on-call maintenance service on a week day during the period of principal maintenance with a response time of within two hours of receiving a call from EC for on-call maintenance service on site. The Contractor must acknowledge receipt of a call for maintenance service from EC within 15 minutes.

12. COORDINATION AND COMMUNICATIONS

12.01. The Contractor must provide EC with a single point of contact to coordinate the delivery and installation of the equipment and a single point of contact for support and maintenance during an Electoral Event, from the Drop of the writ to Day -7.

13. OPTIONAL SERVICE

13.01. Equipment Relocation Service

13.01.01. There is a high probability of relocating the equipment during the contract period. The Contractor will be required to assist EC with this task. The relocation will be within the National Capital Region. The Contractor must:

- a) dismantle the equipment
- b) pack the equipment
- c) unpack the equipment at the new location
- d) re-install, configure and test the equipment at the new location

13.01.02. EC will be responsible for moving the equipment between locations.

14. TIMELINES

14.01. The following are key dates for tasks and deliverables:

- a) 10 calendar days after the Effective Date of the Contract: Proposed detailed delivery, installation and test plan and schedule is submitted to EC
- b) 30 calendar days after the Effective Date of the Contract: Proposed support and maintenance and plan is submitted to EC
- c) 45 calendar days after the Effective Date of the Contract at the latest: Installation and testing completed resulting in Fully Functional Operation
- d) 45 calendar days after the Effective Date of the Contract: Support and maintenance services begin
- e) 15 calendar days after date of Fully Functional Operation at the latest: Initial operator training has been delivered

PART IV – PARAMETERS

15. LOCATION OF WORK

15.01. The Contractor must deliver, install, test and maintain the envelope folder and inserter equipment at the following location:

100-440 Coventry Road
Ottawa, ON K1K 2Y5
Canada

15.02. This location is a warehouse type of building having wide doors and a freight elevator available for the Contractor to deliver the equipment.



Mail Management Automation Project (MMA) – Envelope Folder Sorter Equipment

Annex B

Pricing Table

The Contractor will be paid the firm prices as specified in the following Pricing Table.

[Note to Bidders]

The Pricing Table will be added at the award of the contract based on the successful bidder's financial proposal.

Annex C
Supplemental Conditions
Hardware Purchase, Lease and Maintenance

Article 1 Conditions Common to Hardware Transactions

Section 1.01 - Interpretation

1.01.01 In the Contract, unless the context requires otherwise,

"Delivery Date" means the date specified in the Contract for the delivery of the Hardware. If no date is specified elsewhere in the Contract, the Delivery Date is for any initial delivery, 30 days from the date of the Contract; for any Hardware purchased or leased under an option, 30 days from the date the option is exercised; and if the Contract provides for multiple orders, 30 days from the date of each order;

"Downtime" means the time, measured in hours and whole minutes, during which the Hardware is not available for Fully Functional Operation during User Time because of a malfunction of the Hardware. Downtime starts when Elections Canada notifies the Contractor that the Hardware is not available for Fully Functional Operation and ends when the malfunction has been corrected and the Contractor notifies Elections Canada that the Hardware has been restored to Fully Functional Operation, unless Elections Canada then notifies the Contractor that the Hardware is still not available for Fully Functional Operation;

"Firmware" means any computer programs stored in integrated circuits, read-only memory, or other similar devices within the Hardware;

"Fully Functional Operation" means that the Hardware is working according to all the Specifications, so that all of the available functionalities of the Hardware can be used;

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

"Hardware" means all the equipment, materials, matters and things to be provided, maintained, and supported, as applicable by the Contractor to Elections Canada under the Contract (including cables and other ancillary items). The term "Hardware" includes Firmware, if any, but does not include software or services. Unless the context requires otherwise, the term "Hardware" includes any Leased Hardware. Also, unless the context requires otherwise, each time the term "Hardware" is used, it will be read as also applying to each System delivered under the Contract;

"Hardware Documentation" means all of the manuals, handbooks, user guides and other human-readable material to be provided by the Contractor to Elections Canada for use

with the Hardware, whether it is to be supplied in printed form or on an electronic storage medium, such as a CD-ROM;

"Hardware Maintenance Service" has the meaning given in Subsection 5.01.02;

"Leased Hardware" means the Hardware leased under the Contract;

"Operational Use Time" means the time, measured in hours and whole minutes, during which the Hardware performs its functions or activities in accordance with the Specifications during User Time, and includes all intervals between the stop and start times of the Hardware during User Time that do not constitute Downtime, such as maintenance scheduled in advance with Elections Canada;

"Ready for Use" describes the Hardware once the Contractor has delivered it and, if applicable, has installed, integrated and configured it so that it is available for Fully Functional Operation;

"Specifications", despite the definition in the General Conditions, for the Hardware, means the functional or technical description of the Work set out or referred to in the Contract, including drawings, samples and models, and also includes, except to the extent inconsistent with anything in the Contract, any such description set out or referred to in any brochure, product literature or other documentation provided by the Contractor under the Contract, as well as any technical documentation published or made generally available by the manufacturer of any of the Hardware. For any System to be provided, if there is any inconsistency between the Specifications for an individual System component and the Specifications for the System as a whole, the Specifications for the System will prevail over the Specifications for any System component;

"System", means the integrated combination of any of the Hardware delivered under the Contract and any other equipment, materials or software described in the Contract that are interconnected with or that otherwise interoperate with the Hardware together as a unit. There may be multiple "Systems" including different items of Hardware delivered under the Contract; A System may include Custom Software, if supplemental conditions for Software Development or Modification Services are part of the Contract and/or a System may include Licensed Software, if supplemental conditions for Licensed Software are part of the Contract;

"User Time" means 7:00 a.m. to 7:00 p.m., Eastern Time, Mondays through Fridays, excluding statutory holidays observed by Elections Canada at the site where the Hardware is being used.

1.01.02 Words and expressions defined in the General Conditions and used in these supplemental conditions have the meanings given to them in the General Conditions, unless provided otherwise. If the General Conditions contain sections entitled "Ownership" or "Warranty",

those sections do not apply to the Hardware. Instead, the ownership and warranty provisions in these supplemental conditions apply to the Hardware.

- 1.01.03 If there is any inconsistency between the General Conditions and these supplemental conditions, the applicable provisions of these supplemental conditions prevail.
- 1.01.04 Article 1 of these supplemental conditions applies to the relationship between the Parties with respect to hardware transactions generally.
- 1.01.05 Article 2 of these supplemental conditions applies if any Hardware is being purchased or leased under the Contract.
- 1.01.06 Article 3 of these supplemental conditions applies if any Hardware is being purchased under the Contract, including Leased Hardware that is purchased because Elections Canada exercises an option to purchase.
- 1.01.07 Article 4 of these supplemental conditions applies if any Hardware is being leased under the Contract.
- 1.01.08 Article 5 of these supplemental conditions applies if either or both of Article 3 or Article 4 applies, or if the Contract is for maintenance of Hardware already owned by Elections Canada.

Section 1.02 - Hardware Must be New

- 1.02.01 All Hardware supplied by the Contractor, including parts used to provide the Hardware Maintenance Service under Article 5, must be new and unused. The Hardware must also:
 - (a) be off-the-shelf, meaning it must be composed of standard equipment requiring no further research or development;
 - (b) be a model that is still in production by the manufacturer at the time of delivery; and
 - (c) conform to the version of the applicable specification or part number of the manufacturer in effect at the time of delivery.
- 1.02.02 Unless the Contract provides otherwise, hardware or parts that have been refurbished or are certified as "equal to new quality" are not acceptable, including for the Hardware Maintenance Service.
- 1.02.03 By supplying the Hardware, the Contractor is guaranteeing that the Hardware is not counterfeit, meaning it is not an unauthorized copy, replica, or substitute for the product manufactured by the original equipment manufacturer identified by name on the Hardware.

Article 2 Conditions Common to Lease and Purchase

Section 2.01 - Delivery

2.01.01 The Contractor must deliver the Hardware to the location(s) designated by Elections Canada by the Delivery Date. The Contractor must pay all costs associated with replacing any item damaged in transit to the final destination. The Contractor acknowledges that no item will be considered delivered on the Delivery Date if it is damaged or otherwise not ready for Elections Canada to begin its acceptance procedures. The Contractor must, at a minimum, package the Hardware according to industry standards and include a packing slip with each shipment. The Contractor must also arrange for any rigging and drayage necessary to deliver the Hardware. All costs associated with packaging, shipping, transportation and delivery are included in the price of the Hardware.

Section 2.02 - Special Site Delivery or Installation Preparation Requirements

2.02.01 If the Contract describes special site preparation requirements, the Contractor must prepare the site for delivery or installation at its own expense according to those requirements, sufficiently in advance to meet the Delivery Date. All the costs associated with the special site preparation are included in the price of the Hardware.

2.02.02 If the Contract provides that Elections Canada is responsible for special site preparation requirements, then the following applies instead of Subsection 2.02.01:

(a) Elections Canada must prepare the site at its own expense in accordance with the site preparation requirements described in the Contract.

(b) If the Contract provides that there are special site preparation requirements, but does not describe them, the Contractor must deliver a complete written description of them to Elections Canada immediately following the date of the Contract or, if the Delivery Date is more than 30 days after the date of the Contract, at any time at least 30 days before the Delivery Date. If the Contractor delivers the special site preparation requirements to Elections Canada by this time, and Elections Canada does not object to any of the Contractor's requirements within 10 days, Elections Canada must prepare the site according to these requirements. If Elections Canada is required to make any alterations or modifications because the Contractor's special site preparation requirements were incomplete or incorrect, the Contractor must reimburse Elections Canada for any additional expenses it incurs. The Contractor guarantees that, if the site is prepared and maintained by Elections Canada according to the special site preparation requirements, the resulting environment will permit the Hardware to operate according to the Specifications.

(c) Elections Canada must complete the special site preparations and notify the Contractor that the site is ready at least five Business Days before the Delivery Date, after which the Contractor may inspect the site at a time agreed to by Elections

Canada. Inspection by the Contractor does not relieve Elections Canada of its obligation to prepare the site according to the special site preparation requirements described in the Contract.

- (d) If Elections Canada does not prepare the site according to the special site preparation specifications on time, unless the delay is due to an event reasonably beyond Elections Canada's control, the Contractor will be entitled to be reimbursed for any additional costs that it can demonstrate that it reasonably and properly incurred as a direct result of the delay.

2.02.03 If the Contract does not describe any special site preparation requirements, Subsections 2.02.01 and 2.02.02 do not apply, and instead the Contractor guarantees that none are required for the Hardware to operate according to the Specifications.

Section 2.03 - Installation, Integration and Configuration

2.03.01 Unless provided otherwise in the Contract, the Contractor must unpack, assemble, install, integrate, interconnect, and configure all the Hardware at the location(s) specified in the Contract. Where necessary to complete this part of the Work, the Contractor must provide all required moving and installation resources, including but not limited to personnel, packing material, vehicles, cranes, and floor protection panels. After completing this part of the Work, the Contractor must provide Elections Canada's onsite representative with written notification that the Hardware is Ready for Use. If either or both of Supplemental Conditions Software Development or Modification Services and/or Licensed Software apply to the Contract, and the Contract provides that the System consists of the Hardware together with Licensed Software and/or Custom Software, the Work described in this article also applies to the entire System.

2.03.02 The Contractor must supply all materials required to complete the assembly, installation, integration, interconnection, and configuration of the Hardware at the location(s) specified in the Contract so that it is Ready for Use and acceptance, including providing and setting up all the required connections to the power supply and any other necessary utilities, cables, and any other accessories or supplies.

2.03.03 The Contractor must leave all work areas clean and tidy at the end of each workday and once the Work is complete, which includes removing and disposing of all packing materials.

2.03.04 Unless provided otherwise in the Contract, all costs associated with the Work described in this section are included in the price of the Hardware.

Section 2.04 - Certification of Electrical Equipment

- 2.04.01 The Contractor guarantees that all electrical equipment delivered under the Contract is either:
- (a) certified by an organization accredited by the Standards Council of Canada in accordance with Part I of the Canadian Electrical Code; or
 - (b) has been inspected by an organization acceptable to the Chief Electrical Inspector in the province, territory or city in Canada where the electrical equipment will be delivered, in which case the Contractor must present evidence of this inspection if requested by Elections Canada.

Section 2.05 - Hardware Documentation

- 2.05.01 The Contractor must provide to Elections Canada the same Hardware Documentation that it provides to other purchasers of similar hardware, and must include all supplements and revisions to the Hardware Documentation effective up to the Delivery Date. The Hardware Documentation must at least include all the documentation available to consumers from the manufacturer of the Hardware about the technical specifications of the Hardware and the Firmware, installation requirements, and operating instructions, as well as details about the software programs with which the Hardware functions, regardless of whether licenses to those software programs are provided under the Contract.
- 2.05.02 The Contractor guarantees that the Hardware Documentation it provides is sufficiently detailed to allow Elections Canada to use and test all the Hardware's functions.
- 2.05.03 If the Contract states that the Contractor must provide maintenance documentation, the Contractor guarantees that the Hardware Documentation it provides is sufficiently detailed to permit Elections Canada, or someone authorized by Elections Canada, to maintain and repair the Hardware properly, and to test it for that purpose.
- 2.05.04 The Contractor must deliver the Hardware Documentation to Elections Canada with the Hardware. If multiple units are delivered, unless the Contract specifically provides otherwise, the Contractor must provide one complete set of Hardware Documentation with each item of Hardware.
- 2.05.05 If there are changes to the Hardware during the contract period, the Contractor must update the Hardware Documentation, at no additional cost to Elections Canada. The Contractor must provide these updates within 10 days of the updates being made available by the manufacturer. If available from the manufacturer, the updates must include supporting documentation that identifies any problem resolved or enhancement made to the Hardware, any new feature(s) added, and any necessary installation instructions.
- 2.05.06 Despite anything in the General Conditions concerning copyright, the copyright in the Hardware Documentation will not be owned or transferred to Elections Canada. However, Elections Canada has the right to use the Hardware Documentation and may, for its own

internal purposes, copy it for use by individuals using or supporting the Hardware, as long as Elections Canada includes any copyright and proprietary right notices that are part of the original document.

- 2.05.07 Unless provided otherwise in the Contract, the Hardware Documentation must be delivered in both English and French. If the Contract provides that the Hardware Documentation is only required to be provided in one of Elections Canada's official languages, Elections Canada has the right to translate it or have it translated for its own use. Elections Canada owns any translation and is not required to provide it to the Contractor. Elections Canada must include any copyright and proprietary right notices that are part of the original document in any translation. The Contractor is not responsible for technical errors that arise as a result of any translation made by Elections Canada.

Section 2.06 - Minimum Availability Level Requirement

- 2.06.01 Each item of Hardware must achieve the minimum availability level specified in the Contract during each month of the contract period. If no minimum availability level is specified, this section does not apply to the Contract.
- 2.06.02 The availability level achieved each month must be calculated as follows:
- $$\text{Operational Use Time} / [\text{Operational Use Time} + \text{Downtime}] \times 100\%$$
- 2.06.03 The Contractor must monitor the performance of the Hardware and submit written monthly reports regarding the availability level during each calendar month of the contract period. The report must be submitted to the Contracting Authority and the Technical Authority within 30 days of the end of the month covered by the report.
- 2.06.04 If the Contract states that no availability level reports are required, the Contractor acknowledges that Elections Canada may monitor the availability level or perform testing at any time during the contract period.
- 2.06.05 If any Hardware does not meet the minimum availability level in any given month, in addition to any other remedy provided for in the Contract, the Contractor must immediately perform Hardware Maintenance Service to restore the Hardware to Fully Functional Operation at the minimum availability level.

Section 2.07 - Availability-Level Testing Before Acceptance

- 2.07.01 Availability-level testing may be required by Elections Canada before acceptance if the Contract specifies a Minimum Availability Level. If no Minimum Availability Level is specified, this section does not apply to the Contract.
- 2.07.02 The Contractor must notify the Technical Authority in writing once the work under Section 2.03 is complete and the Hardware is Ready for Use. Elections Canada must start any

availability-level testing within five Business Days after receiving this notice or by the Ready-for-Use date specified in the Contract, whichever is later.

- 2.07.03 If the Contract provides that Section 2.03 does not apply to the Contract, and Elections Canada intends to conduct availability-level testing on the Hardware, Elections Canada agrees to install the Hardware within 10 Business Days after receiving the Hardware or 10 Business Days after the Delivery Date, whichever is later. Elections Canada agrees to start any availability-level testing within two Business Days of completing the installation.
- 2.07.04 Without affecting any of Elections Canada's other rights or remedies under the Contract, Elections Canada must have full access to the Hardware and may make unrestricted operational use of it after the Contractor has given notice that it is Ready for Use or, where installation is Elections Canada's responsibility, after it is delivered to and installed by Elections Canada. However, Elections Canada must provide the Contractor, at all times before the Hardware is accepted, priority access to the Hardware to maintain it and to perform the Contract.
- 2.07.05 To pass the availability-level test, the Hardware must achieve the Minimum Availability Level for 30 consecutive days within 90 days of the testing beginning. During availability level testing, the Contractor must provide weekly written reports to Elections Canada showing the Hardware performance in relation to the Minimum Availability Level.
- 2.07.06 If the Hardware does not pass the availability-level tests in the time described in subsection 2.07.05, Elections Canada may, without affecting any other rights or remedies described in the Contract, choose to do one or more of the following:
- (a) require the Contractor to replace some or all of the Hardware with new Hardware, which would again be subject to availability-level testing and acceptance;
 - (b) extend the availability-level testing period; and
 - (c) terminate the Contract for default, at no cost to Elections Canada.
- 2.07.07 If Elections Canada does not carry out any availability-level testing within the time described in this section, when the availability level of the Hardware is calculated, the time during which Elections Canada otherwise would have conducted that testing will be considered uninterrupted Operational Use Time. However, this will not apply if Elections Canada is unable to start or continue the availability-level testing because of an event reasonably beyond Elections Canada's control. In that case, Elections Canada may temporarily suspend the availability-level testing and the time limits for testing referred to in this section or elsewhere in the Contract will be extended by the number of days that testing is suspended, up to a maximum extension of 60 days.
- 2.07.08 If Elections Canada determines that the Hardware successfully passes the availability-level testing, which in addition to the above may include tests of any function of the Hardware

to determine whether it meets the Specifications, the first day of the 30-day period in which the Hardware achieves the Minimum Availability Level will be considered the acceptance date.

Section 2.08 - Acceptance

- 2.08.01 The Hardware, including all the Work related to it, is subject to acceptance by Elections Canada. As part of its acceptance process, Elections Canada may test any function of the Hardware to determine whether it meets the Specifications. If any of the Work does not meet the requirements of the Contract, Elections Canada may reject it or require that it be corrected at the Contractor's expense before accepting it. No payments for the Hardware are due under the Contract unless the Hardware is accepted.
- 2.08.02 Acceptance by Elections Canada does not relieve the Contractor of its responsibility for defects in the Hardware or other failures to meet the requirements of the Contract or of its warranty or maintenance obligations under the Contract.
- 2.08.03 Except where Section 2.07 applies, the procedure for acceptance will be as follows:
- (a) the Contractor must notify the Contracting Authority in writing once the Hardware is Ready for Use by referring to this provision of the Contract and requesting acceptance of the Work;
 - (b) Elections Canada will have 30 days to perform its acceptance procedures (the "Acceptance Period"); and
 - (c) if Elections Canada provides notice of any deficiency during the Acceptance Period, the Contractor must address the deficiency at no cost to Elections Canada as soon as possible and notify Elections Canada in writing once the Work is complete, at which time Elections Canada will be entitled to re-inspect the Work and the Acceptance Period will start again.
- 2.08.04 Despite Supplemental Conditions Software Development or Modification Services and Licensed Software, if either or both apply to the Contract, if the Contract states that the System consists of the Hardware together with Licensed Software and/or Custom Software, the period for conducting any acceptance tests for the System, including any Licensed Software and any Custom Software components of the System, will be the acceptance period for the Hardware specified in these supplemental conditions.

Section 2.09 - Firmware

- 2.09.01 The Contractor must deliver the Hardware equipped with all the Firmware required to use all the Hardware's functions.

- 2.09.02 Elections Canada will not own any of the Firmware, but the Contractor grants to Elections Canada a perpetual, non-exclusive, irrevocable, royalty-free license to use the Firmware with the Hardware. Elections Canada may transfer this license if Elections Canada transfers ownership of the Hardware to a third party. Any reference in the Contract to the Firmware being a deliverable is a reference to the license to use that Firmware, not ownership of the Firmware.
- 2.09.03 The Contractor guarantees that it has the right to license the Firmware and full power and authority to grant to Elections Canada the rights to use the Firmware described in this section. The Contractor also guarantees that all necessary consents to that grant have been obtained.

Section 2.10 - Total System Responsibility

- 2.10.01 If the Contract provides that the Hardware is part of one or more Systems, the Contractor must supply the System(s) as a whole and ensure that each System is available for Fully Functional Operation at all times.
- 2.10.02 If the Contract provides that the Contractor must incorporate Government Property into the System, the obligations under subsection 2.10.01 include the Government Property and the Contractor must make any adjustments to the Government Property required to ensure compatibility with the rest of the System. If requested by Elections Canada during the Hardware Warranty Period (defined below), the Contractor must as soon as possible correct any failure of the System to conform to the Specifications that is caused by the improper interconnection or integration of any Government Property into the system. This provision survives acceptance of the Work and does not limit any of the Contractor's warranty or maintenance obligations under the Contract.
- 2.10.03 Despite subsections 2.10.01 and 2.10.02, the Contractor is not responsible for a failure of the System to meet the Specifications, if that failure is directly caused by a defect in any Government Property, or by any failure of Government Property to meet its specifications. This subsection does not apply to any Government Property that was originally supplied to Elections Canada by the Contractor, but is then made available by Elections Canada to the Contractor for use under the Contract.

Article 3 Additional Conditions: Purchase

Section 3.01 - Ownership of the Purchased Hardware and Risk of Loss or Damage

- 3.01.01 Unless provided otherwise in the Contract, Elections Canada becomes the owner of the Hardware once the Hardware has been delivered to and accepted by Elections Canada according to the conditions of the Contract.
- 3.01.02 If Elections Canada pays the Contractor for any materials, parts, work-in-process, or finished work, either by way of progress payments or otherwise, then Elections Canada will

own them once the payment is made, unless ownership has already passed to Elections Canada under another provision of the Contract. The fact that ownership has transferred to Elections Canada does not mean that Elections Canada has accepted the materials, parts, work-in-process or finished work, and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract. Also, the risk of loss or damage to the materials, parts, work-in-process or finished work remains with the Contractor until they are delivered to Elections Canada in accordance with the Contract, even if ownership has transferred to Elections Canada.

- 3.01.03 After delivery, the Contractor remains responsible for loss or damage to any part of the Work caused by the Contractor or any subcontractor or any person for whom either is responsible.
- 3.01.04 The Contractor guarantees that it has the right to transfer ownership of the Hardware to Elections Canada and that there are no liens, attachments, charges, encumbrances, or claims affecting the Hardware. Once ownership passes to Elections Canada, the Contractor must, if Elections Canada requests, establish to the Contracting Authority's satisfaction that the title is free and clear of all liens, attachments, charges, encumbrances, or claims. If requested by the Contracting Authority, the Contractor must execute any transfer documentation and take any other steps that are necessary to perfect Elections Canada's title.

Section 3.02 - Warranty for Purchased Hardware

- 3.02.01 Even if Elections Canada has accepted the Work, the Contractor guarantees that, for 12 months after the Hardware is accepted (the "Hardware Warranty Period"), it will be free from all defects in materials or workmanship, be free from all design defects, and conform in all ways with the requirements of the Contract, including the Specifications and any Minimum Availability Level requirements. Because items of Hardware may be accepted on different days, the Hardware Warranty Period for different items of Hardware delivered under the Contract may begin and end on different days. If the Contract provides that the System consists of the Hardware together with Licensed Software and/or Custom Software, the Hardware Warranty Period will also apply to the Licensed Software and/or Custom Software components of the System and this longer period will apply to all the warranty, maintenance and support obligations described in Supplemental Conditions Software Development or Modification Services and Licensed Software.
- 3.02.02 This warranty does not apply to a specific item of Hardware if the only reason that item fails to conform to the requirements of the Contract is because:
 - (a) Elections Canada is negligent or does not use the Hardware in accordance with the Specifications;
 - (b) electric power or air conditioning or humidity control at the site does not perform according to any special site preparation requirements described in the Contract;

- (c) a person other than the Contractor, a subcontractor, or a person approved by either of them modifies the Hardware or attaches equipment to the Hardware that was not designed or approved for use with the Hardware by the Contractor, a subcontractor, or the manufacturer of the Hardware; or
- (d) Elections Canada uses consumable supplies or materials in or on the Hardware that are supplied by a person other than the Contractor or a subcontractor or a person for whom either of them is responsible, if those consumables or materials do not conform to the Specifications or to the Hardware manufacturer's instructions to consumers.

3.02.03 The Contractor must provide Hardware Maintenance Service for the Hardware throughout the Hardware Warranty Period. All charges and costs associated with providing the Hardware Maintenance Service during the Hardware Warranty Period are included in the price of the Hardware. The Contractor must continue to provide Hardware Maintenance Service for any part of the Hardware that is repaired, replaced or otherwise made good as part of the Hardware Maintenance Service for the remainder of the Hardware Warranty Period that applied to the original item of Hardware.

Article 4 Additional Conditions: Lease

Section 4.01 - Ownership of Leased Hardware

- 4.01.01 The Contractor will remain the owner of all the Leased Hardware, unless Elections Canada either exercises any option to purchase the Hardware included in the Contract, or purchases the Hardware under a separate agreement.
- 4.01.02 If the Contract contains an option to purchase the Hardware or any part of it, Elections Canada will become the owner of that Hardware on the date it exercises that option, or the date Elections Canada specifies when it exercises the option, if any. At the time of that purchase, the provisions of Article 3 automatically apply to the purchased Hardware. Once Elections Canada becomes the owner, Elections Canada bears the risk of loss or damage to the purchased Hardware, but the Contractor must honour the warranty in Section 3.02. Once Elections Canada becomes the owner, no more lease payments are due under the Contract for the purchased Hardware.

Section 4.02 - Lease Period

- 4.02.01 The period of the lease starts on the day the Hardware is accepted and ends when it expires in accordance with the Contract (Lease Period), unless the lease is terminated earlier in accordance with the Contract. If it is not specified elsewhere in the Contract, the Lease Period is 12 months.

- 4.02.02 Unless provided otherwise in the Contract, if the Contract allows for additional items to be leased during the contract period, regardless of when those items become part of the Leased Hardware, the Lease Period for all the Leased Hardware will end on the day that the Lease Period for the first item of Hardware leased under the Contract expires.
- 4.02.03 If the first day of the Lease Period is not on the first day of a calendar month, then the charge for the first and last months of the lease will be the portion of the specified monthly charge determined by multiplying the number of days in the month during which the lease is in effect by 1/30 of the monthly lease charge in effect under the Contract at the time.

Section 4.03 - Warranty for Leased Hardware

- 4.03.01 Even if Elections Canada has accepted the Leased Hardware, the Contractor warrants that, throughout the Lease Period (which is also the "Hardware Warranty Period"), it will be free from all defects in materials or workmanship, be free from all design defects, and conform in all ways with the requirements of the Contract, including the Specifications and any Minimum Availability Level requirements. If the Contract provides that the System consists of the Hardware together with Licensed Software and/or Custom Software, the Hardware Warranty Period will also apply to the Licensed Software and/or Custom Software components of the System and this longer period will apply to all the warranty, maintenance and support obligations described in Supplemental Conditions Software Development or Modification Services and Licensed Software.
- 4.03.02 This warranty does not apply to a specific item of Leased Hardware if the only reason that item fails to conform to the requirements of the Contract is because:
- (a) Elections Canada is negligent or does not use the Hardware in accordance with the Specifications;
 - (b) electric power or air conditioning or humidity control at the site does not perform according to any special site preparation requirements described in the Contract;
 - (c) a person other than the Contractor, a subcontractor, or a person approved by either of them modifies the Hardware or attaches equipment to the Hardware that was not designed or approved for use with the Hardware by the Contractor, a subcontractor, or the manufacturer of the Hardware; or
 - (d) Elections Canada uses consumable supplies or materials in or on the Hardware that are supplied by a person other than the Contractor or a subcontractor or a person for whom either of them is responsible, if those consumables or materials do not conform to the Specifications or to the Hardware manufacturer's instructions to consumers.

- 4.03.03 The Contractor must provide Hardware Maintenance Service for the Leased Hardware throughout the Hardware Warranty Period. All charges and costs associated with providing the Hardware Maintenance Service during the Hardware Warranty Period are included in the lease rates. The Contractor must continue to provide Hardware Maintenance Service for any part of the Leased Hardware that is repaired, replaced or otherwise made good as part of the Hardware Maintenance Service for the remainder of the Hardware Warranty Period that applied to the original item of Leased Hardware.

Section 4.04 - Termination of Lease for Convenience

- 4.04.01 Instead of the section of the General Conditions entitled "Termination for Convenience", this section applies to the Leased Hardware.
- 4.04.02 Despite anything contained in the Contract, Elections Canada may terminate the lease for all or any part of the Leased Hardware at any time during the Lease Period by giving notice to the Contractor 60 days in advance.
- 4.04.03 If the Contracting Authority issues a termination notice under Subsection 4.04.02, the only amounts that the Contractor will be entitled to be paid in connection with the termination are:
- (a) the monthly lease charges for the Leased Hardware, or the part of the Leased Hardware for which the lease is terminated, up to the date of termination, prorated as necessary if the termination date does not coincide with the end of the month; and
 - (b) the lease termination charge, if one is specifically set out in the Contract.
- 4.04.04 Despite Subsection 4.04.03, the total amount that the Contractor will be entitled to be paid in connection with the termination under Subsection 4.04.03, together with any amounts already paid to the Contractor for the lease of the Hardware, must not exceed the total Contract Price for the lease of the Hardware, or, in the case of a partial termination, the portion of the Contract Price that applies to the portion of the lease that is terminated.

Section 4.05 - Risk of Loss or Damage to Leased Hardware

- 4.05.01 The Contractor agrees to bear the risk of loss of or damage to the Hardware while it is being transported or installed and during the entire time the Hardware is in Elections Canada's possession, except losses or damages caused by the negligence of Elections Canada or someone acting on Elections Canada's behalf.
- 4.05.02 If the Hardware is lost or damaged during the Lease Period, unless the loss or damage is caused by Elections Canada or by someone acting on Elections Canada's behalf, Elections Canada is not required to make lease payments while the Contractor repairs or replaces the Hardware and, at Elections Canada's option, the Lease Period will be extended by the

amount of time the Contractor takes to repair or replace the Hardware. This subsection does not prevent Elections Canada from terminating the Contract for default, if the Hardware is unavailable for Fully Functional Operation for more than 30 days.

Section 4.06 - Modifications to Leased Hardware

4.06.01 Elections Canada agrees not to modify the Leased Hardware unless it obtains the Contractor's written approval, which the Contractor must not unreasonably withhold.

Section 4.07 - Relocation of Leased Hardware

4.07.01 Elections Canada may, at its option and cost, relocate the Leased Hardware within the facility where the Leased Hardware is in use or to another facility, using the moving resources of its choice. Any relocation in no way affects the Contractor's warranty or its obligation to provide Hardware Maintenance Service for the Leased Hardware, unless the Contractor can demonstrate that the relocation is directly responsible for the failure or malfunction of the Leased Hardware. In that case, Elections Canada will be responsible for repairing any damage caused by the relocation, or for paying the Contractor to repair that damage, and the remainder of the Contractor's warranty and maintenance obligations will remain in effect.

Section 4.08 - De-installation and Removal of Leased Hardware

4.08.01 The Contractor must de-install and remove the Hardware promptly after the expiration or termination of the lease. If the Lease Period is different for different items of Hardware, this obligation applies to each item of Hardware when the lease ends. The Contractor must provide all necessary removal resources, including cranes, and must arrange for any necessary transportation, rigging and drayage in connection with the removal of the Hardware from Elections Canada's premises. All costs associated with the de-installation, removal and transportation to the Contractor's premises are included in the lease rates.

4.08.02 If the Contractor does not de-install and remove the Hardware within 30 days of the end or termination of the lease, at Elections Canada's option, ownership of the Leased Hardware will automatically transfer to Elections Canada or Elections Canada may arrange for the de-installation and removal of the Leased Hardware, at the Contractor's cost. Elections Canada may deduct this amount from any amount owing by Elections Canada to the Contractor from time to time, under the Contract or otherwise.

Section 4.09 - Quiet Enjoyment

4.09.01 The Contractor guarantees that it has full power and authority to lease the Hardware to Elections Canada. The Contractor also guarantees that, during the Lease Period, if Elections Canada is performing its obligations under the Contract, Elections Canada will have unlimited use of the Hardware without disturbance by the Contractor, or any person acting

on behalf of the Contractor or who has rights granted by the Contractor, except when the Contractor is performing Hardware Maintenance Service under the Contract.

Section 4.10 - Right to Withhold Lease Payments

4.10.01 If the Contractor is not carrying out all of its obligations under the Contract, Elections Canada may, without affecting any other right that Elections Canada may have, including the right to terminate for default, withhold the lease payments from the Contractor until the default is cured. The Contracting Authority may exercise this right by sending a notice to the Contractor that describes the default.

Article 5 Additional Conditions: Maintenance

Section 5.01 - Hardware Maintenance Service

5.01.01 In this Part, the "Hardware Maintenance Period" means:

- (a) for Hardware purchased under the Contract, the Hardware Warranty Period described in section 3.02, plus any time by which the Hardware Maintenance Period is extended if the Contract includes an option for extending the Hardware Maintenance Service or the Contract is otherwise amended to extend the Hardware Maintenance Period;
- (b) for the Leased Hardware, the entire Lease Period;
- (c) for Leased Hardware that is later purchased under the Contract, both the Lease Period and, beginning on the date of purchase, the period described in (a); and
- (d) for Hardware that is neither purchased nor leased under the Contract, but for which the Contractor is providing Hardware Maintenance Service under the Contract, the complete contract period, unless the Contract provides for a shorter period.

5.01.02 The Contractor agrees to maintain the Hardware according to this Part to ensure that it remains capable of Fully Functional Operation throughout the Hardware Maintenance Period (the "Hardware Maintenance Service"). As part of the Hardware Maintenance Service, the Contractor agrees to diagnose and resolve all problems that occur in the Hardware by repairing, replacing or otherwise making good the part or parts of the Hardware that are defective or do not meet the Specifications as soon as possible. The Contractor agrees that a problem is not resolved until the Hardware is restored to Fully Functional Operation.

5.01.03 The cost of providing all labour, parts and other materials or travel required to restore the Hardware to Fully Functional Operation or perform any other part of the Hardware Maintenance Service described in this section is included in the Hardware Maintenance Service. No additional charges for time, material or other costs related to maintaining the

Hardware can be made during the Hardware Maintenance Period, other than the charges contemplated by subsections 5.02.03 (e) and (f).

- 5.01.04 The Contractor must accept and respond to Hardware Maintenance Service calls during the "Principal Period of Maintenance" (PPM). If the PPM is not defined elsewhere in the Contract, the PPM is 12 hours each day, from 7 a.m. to 7 p.m., Eastern Time, Monday to Friday, not including statutory holidays observed by Elections Canada.
- 5.01.05 As part of the Hardware Maintenance Service, the Contractor must provide Elections Canada with technical support through a single toll-free hotline with service available in English and French, based on the caller's language preference, in accordance with the following:
- (a) The Contractor's hotline must be staffed by qualified personnel who are able to respond to user questions and, to the extent possible, resolve user problems and provide advice about problems relating to all the Hardware and the Hardware Documentation, as well as installation, configuration, integration and interconnection issues relating to the Hardware. For all user problems that cannot be resolved over the telephone, the Contractor must issue a trouble ticket for Hardware Maintenance Service, either for Return-to-Depot Maintenance Service or On-Site Maintenance Service described in Section 26, as applicable.
 - (b) The Contractor's hotline must be available, at a minimum, throughout the PPM.
 - (c) The Contractor must provide its hotline telephone number to the Contracting Authority immediately after the Contract is awarded.
 - (d) The Contractor must pick up all hotline calls within five rings 95 percent of the time. The Contractor must answer all calls, with a live service agent, within two minutes 95 percent of the time.
- 5.01.06 As part of the Hardware Maintenance Service, the Contractor must also provide Elections Canada with technical support through a Web site support service, which must include, as a minimum, frequently asked questions and, if applicable, on-line software diagnostic routines, support tools, and services. The Contractor's Web site must provide support in English and in French. The Contractor's Web site must be available to Elections Canada's users 24 hours a day, 365 days a year, and must be available 99 percent of the time. The Contractor must provide its Web site address to the Contracting Authority immediately after the Contract is awarded.
- 5.01.07 Each time the Contractor provides Hardware Maintenance Service, except Hardware Maintenance Service under Subsections 5.01.05 and 5.01.06, the Contractor's service technician must prepare a Hardware Maintenance Service report. For any Hardware Maintenance Service provided on site, the Contractor must provide one copy of this report to the representative of Elections Canada at the site when the work is completed. For any

Hardware Maintenance Service performed off site, the Contractor must include a copy of this report with the Hardware when it is returned to Elections Canada. The Contractor must keep copies of the reports for six years from the date the Contract expires or is terminated and provide a copy of any Hardware Maintenance Service reports to the Contracting Authority on request. Each Hardware Maintenance Service report must include the following:

- (a) the date and time the Contractor received the maintenance call;
- (b) the service location that received or responded to the maintenance call;
- (c) the serial number for the item of Hardware;
- (d) the name of person who performed the maintenance;
- (e) if the maintenance is performed on site, the time the service technician arrived at the site, and all the time spent working at the site, including the number of hours and date for each day worked at the site;
- (f) a description of symptom;
- (g) the diagnosis of problem;
- (h) a list of all parts replaced or installed;
- (i) the identification number of each major assembly removed or exchanged, if any; and
- (j) if the maintenance was performed on site, both the name of the Contractor's service technician and the service location from which the representative works, as well as the name and signature of Elections Canada's representative at the site who accepts that the Hardware appears to have been restored to Fully Functional Operation.

5.01.08 The Contractor guarantees that the parts required to perform the Hardware Maintenance Service will be available throughout the Hardware Maintenance Period.

5.01.09 Elections Canada becomes the owner of any parts used to repair or maintain the Hardware (which themselves become part of the Hardware), except for Leased Hardware.

5.01.10 Elections Canada acknowledges that, in performing the Hardware Maintenance Service, the Contractor and its employees, agents, and subcontractors may develop and share with Elections Canada ideas, know-how, teaching techniques, and other intellectual property. Except as otherwise provided in the Contract, ownership of that intellectual property will belong to the Contractor. As long as the Contractor at all times observes the confidentiality provisions of the Contract, the Contractor will be entitled to use that intellectual property for whatever purposes it sees fit, including in the services it provides to its other

customers, on the condition that Elections Canada also has the right, without cost, to use that intellectual property for its own purposes.

Section 5.02 - Classes of Hardware Maintenance Service

- 5.02.01 This section describes two classes of Hardware Maintenance Service "Return-to-Depot Maintenance Service" and "On-Site Maintenance Service". If the Contract specifies that more than one class of service applies, Elections Canada may specify the class of service required for each item of Hardware, either in the Articles of Agreement or, if the Contract contemplates multiple orders for the purchase or lease of Hardware, in the individual order at the time the Hardware is purchased or leased. If the Contract does not specify the required class of service, the Contractor must provide Return-to- Depot Maintenance Service only.
- 5.02.02 For Return-to-Depot Maintenance Service, during the PPM throughout the Hardware Maintenance Period, the Contractor must pick up and return the Hardware to and from the location in Elections Canada where the Hardware was in use at the time the problem occurred. The Contractor must pick up the Hardware requiring maintenance within 48 hours of Elections Canada requesting maintenance. Within six Business Days of Elections Canada requesting maintenance, the Contractor must restore the Hardware to Fully Functional Operation and return it to Elections Canada at the location where it was in use at the time the problem occurred, or must deliver a replacement that meets the requirements of the Contract.
- 5.02.03 For On-Site Maintenance Service, during the PPM throughout the Hardware Maintenance Period, the Contractor must perform on-site maintenance on any Hardware for which a problem is reported at the location in Elections Canada where the Hardware was in use at the time the problem occurred, in accordance with the following:
- (a) The Contractor must arrive on site within the following timeframes:
- i. If the equipment is located within a radius of 100 km from any population center of at least 100,000 people, a service technician must respond by telephone within one hour of the telephone call for service and a service technician must arrive at the site within 24 hours of the initial call requesting service;
 - ii. If the equipment is located within a radius of 100 km from any population center of 30,000 to 99,999 people, a service technician must respond by telephone within one hour of the telephone call for service and a service technician must arrive at the site within 48 hours of the initial call requesting service; and
 - iii. For all other locations within Elections Canada, a service technician must respond by telephone within one hour of the telephone call for service and a service technician must arrive at the site within 72 hours of the initial call

requesting service.

- (b) After starting the maintenance, the Contractor must work continuously throughout the PPM until it returns the Hardware to Fully Functional Operation or until Elections Canada suspends the work.
- (c) The period from the time that Elections Canada notifies the Contractor to suspend the Work until Elections Canada notifies the Contractor to resume work will not be considered Downtime in the availability level calculation, if applicable. If the Hardware requires maintenance at a time when the required response time would result in the Contractor's service technician arriving at the site outside of the PPM, and Elections Canada does not request service outside of the PPM at the applicable rate, if available under the Contract, then the period until the next PPM will not be considered Downtime in any availability level calculation.
- (d) Within four Business Days of Elections Canada requesting maintenance, the Contractor must restore the Hardware to Fully Functional Operation or must deliver a replacement that meets the requirements of the Contract.
- (e) If the Contract includes a separate hourly rate for On-Site Maintenance Service performed outside the PPM, and the user placing the call for Hardware Maintenance Service specifically requests that the service be performed outside the PPM at an additional charge, the Contractor must arrive at the site within the timeframes specified in subsection 5.02.03(a) as though the service were being performed within the PPM. In this case, the Contractor is entitled to include a charge on the next invoice, at the On-Site Maintenance Service hourly rate for work outside the PPM specified in the Contract, for the hours worked outside the PPM. The Contractor is entitled to charge for the actual time worked outside of the PPM or two hours, whichever is more, but is not entitled to charge for travel time. Where the Contractor performs the Hardware Maintenance Service outside the PPM, the time outside the PPM until the Hardware is restored to Fully Functional Operation will be considered Downtime.
- (f) The Contractor may also submit a charge on its next invoice, at the On-Site Maintenance Service hourly rate for work outside the PPM specified in the Contract, for hours worked outside the PPM where the Contractor arrives at the site during the PPM and begins the Work, but is unable to complete the Work during the PPM, if Elections Canada's on-site representative specifically requests that the service technician remain after the PPM ends to complete the Work at an additional charge. To submit this charge, the Contractor must obtain the signature of Elections Canada's on-site representative agreeing to the additional charge. Because the Contractor's service technician is already at the site, the Contractor must only charge for the actual time worked outside the PPM, and no minimum charge applies. Where the Contractor performs the Hardware Maintenance Service outside the PPM, the time outside the PPM until the Hardware is restored to Fully Functional Operation will be considered

Downtime.

- (g) If no On-Site Maintenance Service hourly rate for work outside the PPM is specified in the Contract, the Contractor is not required to perform the Hardware Maintenance Service outside the PPM and must not submit a charge if it chooses to complete the Work outside the PPM.

Annex D
Supplemental Conditions
Licensed Software

Article 1 Interpretation

Section 1.01 - Definition

1.01.01 In the Contract, unless the context otherwise requires,

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

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

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

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

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

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

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

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

Article 2 License Grant

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

Article 3 Ownership

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

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

Article 4 User License

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

Article 5 Device License

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

Article 6 Entity License

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

Article 7 Disabling Codes

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

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

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

Article 8 Software Documentation

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

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

Article 9 Media

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

Article 10 Term of License

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

Article 11 Acceptance

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

Article 12 Right to License

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

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

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

Article 13 Enhancements and Improvements

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

Article 14 Warranty

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

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

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

Article 15 Source Code Escrow

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

Article 16 Right to Modify and no Reverse Engineer

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

Article 17 Risk of Loss

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

Article 18 Destruction on Termination or Expiration

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

Annex E
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 F



Government of Canada / Gouvernement du Canada

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

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

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE

1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine Elections Canada	2. Branch or Directorate / Direction générale ou Direction Alternate Voting Methods and Operational Outreach (AVMO)
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3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant
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4. Brief Description of Work / Brève description du travail
 Elections Canada (EC) has a requirement for an automated envelope folder inserter equipment to be delivered, installed, tested and maintained by the Contractor in addition to the delivery of on-site operator training.

5. a) Will the supplier require access to Controlled Goods? / Le fournisseur aura-t-il accès à des marchandises contrôlées?
 No / Non 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?
 No / Non 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)
 No / Non 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.
 No / Non 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?
 No / Non 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"/> Not releasable / À ne pas diffuser <input type="checkbox"/> Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays:	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/> Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays:	No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/> Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays:
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7. c) Level of information / Niveau d'information

PROTECTED A / PROTÉGÉ A <input type="checkbox"/> PROTECTED B / PROTÉGÉ B <input type="checkbox"/> PROTECTED C / PROTÉGÉ C <input type="checkbox"/> CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/> SECRET / SECRET <input type="checkbox"/> TOP SECRET / TRÈS SECRET <input type="checkbox"/> TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/> NATO RESTRICTED / NATO DIFFUSION RESTREINTE <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"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/> PROTECTED B / PROTÉGÉ B <input type="checkbox"/> PROTECTED C / PROTÉGÉ C <input type="checkbox"/> CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/> SECRET / SECRET <input type="checkbox"/> TOP SECRET / TRÈS SECRET <input type="checkbox"/> TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>
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PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? No Yes

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

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? No Yes

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

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

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

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

Special comments:
Commentaires spéciaux :

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

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? No Yes
If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté? No Yes

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

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

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

11. b) Will the supplier be required to safeguard COMSEC information or assets?
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? No Yes

PRODUCTION

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

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

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? No Yes

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



Government of Canada

Gouvernement du Canada

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

Table with 14 columns: Category, PROTECTED (A, B, C), CLASSIFIED (CONFIDENTIAL, SECRET, TOP SECRET), NATO (RESTRICTED, CONFIDENTIAL, SECRET), COSMIC (TOP SECRET, TRÈS SECRET), COMSEC (PROTECTED, CONFIDENTIAL, SECRET, TOP SECRET).

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?

Form with checkboxes for No/Non and 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?

Form with checkboxes for No/Non and Yes/Oui.

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



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

PART D - AUTHORIZATION / PARTIE D - AUTORISATION

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

Name (print) - Nom (en lettres moulées) Sylvie Jacmain		Title - Titre Director, Alternative Voting Method and	Signature <i>Sylvie Jacmain</i>
Telephone No. - N° de téléphone 819-939-1631	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel Sylvie.Jacmain@Elections.ca	Date 14 DEC 2018 .

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

Name (print) - Nom (en lettres moulées) <i>Denise Bouchard</i>		Title - Titre <i>Security Analyst</i>	Signature <i>Denise Bouchard</i>
Telephone No. - N° de téléphone <i>819-939-1413</i>	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date <i>2018/12/17</i>

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) Akhley Tran		Title - Titre Senior Advisor, PLS	Signature <i>Akhley Tran</i>
Telephone No. - N° de téléphone 819-939-1465	Facsimile No. - N° de télécopieur n/a	E-mail address - Adresse courriel Akhley.Tran@Elections.ca	Date JAN 14 2019

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

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

Annex 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 **Mail Management Automation Project (MMAP) – Envelope Folder Inserter Equipment:**

- (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



Mail Management Automation Project (MMAP) – Envelope Folder Inserter Equipment

Part 7

Technical Evaluation Criteria

CONTENTS

- **SECTION A – INSTRUCTIONS TO BIDDERS**
- **TABLE A – MANDATORY TECHNICAL EVALUATION CRITERIA**

#	MANDATORY TECHNICAL EVALUATION CRITERIA	MET/NOT MET
M1	Delivery, Installation and Testing	
M2	Functional Specifications	
M3	Training	
M4	Support and Maintenance Service	

- **TABLE B – RATED TECHNICAL EVALUATION CRITERIA**

#	RATED TECHNICAL EVALUATION CRITERIA	MAX. POINTS
R1	Bilingualism	25
R2	Continuous Loading	25
R3	Tray Swap	25
R4	Folding	15
R5	Software	50
R6	Barcode Reading	50
R7	Customizable Fold	15
R8	Bubble Mailer	15

SECTION A – INSTRUCTIONS TO BIDDERS**1. CORPORATE PROFILE**

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

2. TECHNICAL EVALUATION

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

3. MANDATORY TECHNICAL REQUIREMENTS

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

4. POINT-RATED CRITERIA

- 4.01. Bidders' technical proposals will be rated by assessing a technical score, rounded to two decimal points as applicable, to each point-rated criterion identified in Table B - Rated Technical Evaluation Criteria of Part 7.
- 4.02. The total points available for the point-rated technical criteria is 220 points.

5. TECHNICAL SCORE

5.01. The bidder's technical score will be calculated by adding the points for Table B - Rated Technical Evaluation Criteria to Part 7.

5.02. The following formula will be applied and rounded to two decimal places:

$$\frac{\text{Technical Score X ratio (60)}}{\text{Maximum number of points}} = \text{Bidder Technical Evaluation Score}$$

Example: Bidder Technical Evaluation Score

Bidder 1: 175 points; $(175*60)/220 = 47.73$

Bidder 2: 220 points; $(220*60)/220 = 60.00$

Bidder 3: 200 points; $(200*60)/220 = 54.55$

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

TABLE A – MANDATORY TECHNICAL EVALUATION CRITERIA

#	Title of criterion	Submission requirement	Scoring methodology
M1	Delivery, Installation and Testing	The bidder must describe in sufficient detail its approach to delivery, installation and testing of the proposed envelope folder inserter equipment, including a high level schedule to meet the requirements of Annex A – Statement of Work. The approach must also identify potential site preparation work required to be performed by EC.	<input type="checkbox"/> Met <input type="checkbox"/> Not Met
M2	Functional Specifications	The bidder must describe in sufficient detail the proposed envelope folder inserter equipment demonstrating that the equipment meets the following mandatory functional specifications:	<input type="checkbox"/> Met <input type="checkbox"/> Not Met
	M2.1	Have the ability to insert at least six documents, folded pages or envelopes in a number 11 envelope	<input type="checkbox"/> Met <input type="checkbox"/> Not Met
	M2.2	Have a high processing speed (minimum 2,400 envelopes per hour)	<input type="checkbox"/> Met <input type="checkbox"/> Not Met
	M2.3	Have feed trays with a large loading capacity (minimum 500 envelopes)	<input type="checkbox"/> Met <input type="checkbox"/> Not Met
	M2.4	Have trays with sensors to detect if the inserts are present	<input type="checkbox"/> Met <input type="checkbox"/> Not Met
	M2.5	Have the ability to insert a peel-and-seal envelope into a standard envelope	<input type="checkbox"/> Met <input type="checkbox"/> Not Met

#	Title of criterion	Submission requirement	Scoring methodology
	M2.6	Have interchangeable trays that handle custom envelopes, paper and folded paper	<input type="checkbox"/> Met <input type="checkbox"/> Not Met
	M2.7	Have the ability to feed more than one page from the same tray in an envelope (e.g. two-page personalized letter)	<input type="checkbox"/> Met <input type="checkbox"/> Not Met
	M2.8	Have adjustable fold settings (e.g. half fold, C fold, Z fold, double fold)	<input type="checkbox"/> Met <input type="checkbox"/> Not Met
	M2.9	Include a user interface to program and track jobs	<input type="checkbox"/> Met <input type="checkbox"/> Not Met
	M2.10	Include user interfaces that are available in either of the Government of Canada’s official languages (French or English)	<input type="checkbox"/> Met <input type="checkbox"/> Not Met
	M2.11	Have a job memory function (i.e. recall multiple stored jobs to run subsequent batches)	<input type="checkbox"/> Met <input type="checkbox"/> Not Met
	M2.12	Have the ability to handle inserts as small as 3.25 inch x 6 inch	<input type="checkbox"/> Met <input type="checkbox"/> Not Met
	M2.13	Have double document (feed) detection	<input type="checkbox"/> Met <input type="checkbox"/> Not Met
	M2.14	Have a jam detection locator	<input type="checkbox"/> Met <input type="checkbox"/> Not Met

#	Title of criterion	Submission requirement	Scoring methodology
	M2.15	Have the ability to print on the documents, including barcode, or have the ability to apply labels on envelopes and documents	<input type="checkbox"/> Met <input type="checkbox"/> Not Met
	M2.16	Provide daily or batch summary management reports	<input type="checkbox"/> Met <input type="checkbox"/> Not Met
M3	Training	The bidder must describe in sufficient detail its training approach to providing on-site operator training which demonstrates that it meets the training requirements as specified in Annex A – Statement of Work.	<input type="checkbox"/> Met <input type="checkbox"/> Not Met
M4	Support and Maintenance Service	The bidder must describe in sufficient detail its support and maintenance approach for the proposed equipment demonstrating that it meets the maintenance service requirements as specified in Annex A – Statement of Work.	<input type="checkbox"/> Met <input type="checkbox"/> Not Met

TABLE B – RATED TECHNICAL EVALUATION CRITERIA

#	Title of Criterion	Submission Requirement and Scoring Methodology	Max. Points
R1	Bilingualism	Include user interfaces that are available in both of the Government of Canada official languages (French and English). Score 15 points if only the equipment documentation is provided in both official languages. Score 25 points if the user interface is fully bilingual in both official languages, including all documentation.	25
R2	Continuous Loading	Have trays that can be loaded during the processing of the job. Score 25 points if the trays can be loaded without interrupting the job.	25
R3	Tray Swap	Have the ability to link trays for a second tray to start feeding a document when the first tray is empty. Score 25 points if trays can be linked.	25
R4	Folding	Have the ability to fold without insertion. Score 15 points if the equipment can be used to fold documents without insertion.	15
R5	Software	Include address management software to allow personalized mailings. Score 25 points if the equipment has address management software with customizable address formats and an easy to use address import capability. Score an extra 25 points if the address management software has an Extract, Transform and Load	50

#	Title of Criterion	Submission Requirement and Scoring Methodology	Max. Points
		(ETL) tool that can be linked to an external Oracle database.	
R6	Barcode Reading	Have barcode readers to synchronize personalized letters and other inserts with the corresponding addressed envelope. Score 30 points if the equipment can properly match a personalized letter to its pre-addressed envelope using a barcode. Score an additional 20 points if multiple personalized inserts can be synchronized using barcodes.	50
R7	Customizable Fold	Have adjustable customizable fold settings (e.g. fold page in two, but not right in the middle). Score 15 points if the fold setting can be customized.	15
R8	Bubble Mailer	Have the ability to insert at least six documents, folded pages or envelopes into a number 5 bubble mailer. Score 15 points if number 5 bubble mailers can be used for mailings.	15
MAXIMUM POINTS AVAILABLE = 220 POINTS			



Mail Management Automation Project (MMA) – Envelope Folder Inserter Equipment

Part 8

Financial Evaluation Criteria

1. Bidder Instructions for Financial Proposal

- 1.01. Blank Prices: Unless otherwise specified in the instructions, bidders are requested to insert “**\$0.00**” for any item for which it does not intend to charge or for items that are **already included** in other prices set out in the tables. If the bidder leaves any price blank, Elections Canada will treat the price as “\$0.00” for evaluation purposes and may request that the bidder confirm that the price is, in fact, \$0.00. No bidder will be permitted to add or change a price as part of this confirmation. Any bidder who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.
- 1.02. Bidders must identify all pricing information to meet the requirements of the RFP for the entire Term of the Contract and the Option periods.
- 1.03. Bidders are requested to detail any pricing assumptions.
- 1.04. Any and all costs associated with meeting the requirements detailed in this RFP, including any travel and living expenses incurred as a consequence of any relocation required to satisfy the terms of the Contract, are the responsibility of the bidder.
- 1.05. The Proposal Pricing Tables must include all costs to provide the Work outlined in the Annex A – SOW of the Contract for the initial Term of the Contract plus the Option periods. Without limiting the generality of the foregoing and subject to Article 6 – Basis of Payment of Part 6 – Resulting Contract is to be totally inclusive and shall include, for example, all necessary equipment, software, accessories, components, labour, materials, maintenance, overhead, profit, shipping, support, training, and travel and living expenses. All prices indicated in the proposal Pricing Tables must be in Canadian dollars. Include amounts representing Canadian custom duties and excise taxes where applicable, and exclude the applicable sales tax.
- 1.06. All information including volumes, durations or cost factors inserted in Annex A – Financial Proposal Table Template are only included for financial evaluation purposes and should in no way be construed as a commitment by Elections Canada to purchase according to the specified quantities or projected timetable.
- 1.07. If there is an error in the extended pricing of the bidder’s proposal, Elections Canada may seek clarification from the bidder.
- 1.08. If there is an error in quantities in the bidder’s proposal, Elections Canada may seek clarification from the bidder.

- 1.09. The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

2. BIDDER EVALUATED PRICE

- 2.01. For evaluation purposes, a bidder's evaluated price will be calculated in accordance with Annex A – Financial Proposal Table Template of Part 8.

3. BIDDER FINANCIAL SCORE

- 3.01. The following formula will be applied, and rounded to two decimal places:

$$\frac{\text{LOWEST PRICE X RATIO (40)}}{\text{BIDDER'S PRICE}}$$

- 3.02. Example: Bidder Financial Score

In the example below, \$50 is the Lowest Bidder Evaluated Price.

Bidder 1: BEP = \$60; $(50*40)/60 = 33.33$ points

Bidder 2: BEP = \$55; $(50*40)/55 = 36.36$ points

Bidder 3: BEP = \$50; $(50*40)/50 = 40.00$ points

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

**Mail Management Automation Project (MMAP) - Envelope Folder Inserter Equipment
ECAT-RFP-18-0698**

Part 8 - Annex A: Financial Proposal Table Template

Bidder Instructions:

1. The bidder must provide firm prices excluding applicable sales taxes for all goods and services in Canadian currency.
2. The bidder must not make any assumptions which have not been validated by the Contracting Authority prior to the RFP Closing Date. The bidder is to refer to Part 3 - Bid Preparation Instructions.
3. The bidder must complete the cells highlighted in yellow in the below Financial Proposal Table Template and submit the duly completed table with its financial proposal.
4. For Item 1, the bidder's firm price must include any desirable functional features in accordance with article 8 of Annex A - Statement of Work which the bidder is proposing as included with the mail sorter equipment.
5. For Item 4, Preventive Maintenance Service, the bidder must also specify the total visits for preventive maintenance service required for the proposed equipment to meet the requirements of Annex A - Statement of Work during the contract period and each option period.

Item	Description	Basis of Pricing	Contract Period			Option Period 1			Option Period 2			Option Period 3			Option Period 4			Option Period 5			Extended Price
			Proposed Firm Price	QTY	Total Contract Period	Proposed Firm Price	QTY	Total Option Period 1	Proposed Firm Price	QTY	Total Option Period 2	Proposed Firm Price	QTY	Total Option Period 3	Proposed Firm Price	QTY	Total Option Period 4	Proposed Firm Price	QTY	Total Option Period 5	
1	Envelope folder inserter equipment including delivery, installation, testing, initial operator training, twelve-month warranty, and technical and operational support in accordance with sections 7, 8, 9.01, 9.02, 9.04, 9.05, 10.01, 10.02, 11.02.01 and 11.02.02 of Annex A – Statement of Work	Lot Price		1	\$0.00																\$0.00
2	Additional operator training in accordance with section 10.03 of Annex A – Statement of Work	Per Session								1	\$0.00					1	\$0.00				\$0.00
3	Technical and operational support service in accordance with section 10.04 of Annex A – Statement of Work	Monthly Lot Price	Included in Item 1				12	\$0.00		12	\$0.00		12	\$0.00		12	\$0.00		12	\$0.00	\$0.00
4	Preventive Maintenance Service between Electoral Events in accordance with sections 11.02.02, 11.03 and 11.04.01 of Annex A – Statement of Work	Per Visit			\$0.00			\$0.00			\$0.00			\$0.00			\$0.00			\$0.00	\$0.00

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5	On-Call Maintenance Service between Electoral Events on a week day during the Period of Principal Maintenance in accordance with sections 11.02.02, 11.03 and 11.04.03 of Annex A – Statement of Work	Hourly Rate		10	\$0.00		1	\$0.00		10	\$0.00		1	\$0.00		10	\$0.00		1	\$0.00	\$0.00
6	On-Call Maintenance Service during Electoral Events from the drop of the writ to the last day of registration to vote by mail (Day 6), inclusive, on a week day during the Period of Principal Maintenance in accordance with paragraph 11.05.03 of Annex A – Statement of Work	Hourly Rate		10	\$0.00		1	\$0.00		10	\$0.00		1	\$0.00		10	\$0.00		1	\$0.00	\$0.00
OPTIONAL SERVICE																					
7	Equipment Relocation in accordance with article 13 of Annex A - Statement of Work	Lot Price																			

Total Extended Price for Items 1 to 6	\$0.00
Highest Bid Price for Item 7	\$0.00
Bidder Evaluated Price	\$0.00

Mail Management Automation Project (MMAP) – Envelope Folder Inserter Equipment

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 Mail Management Automation Project (MMAP) – Envelope Folder Inserter Equipment 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. Software Publisher Certification and Software Publisher Authorization

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

Software Publisher Certification Form

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

SOLICITATION # _____

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

Name of the Bidder: _____

Signature of authorized signatory of the Bidder: _____

Print Name of authorized signatory of the Bidder: _____

Title of the authorized signatory of the Bidder: _____

Telephone Number: _____

[bidders should add or remove lines as needed]

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

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

This authorization applies to the following software products:

[bidders should add or remove lines as needed]

Name of Software Publisher (SP) _____

Signature of authorized signatory of SP _____

Print Name of authorized signatory of SP _____

Print Title of authorized signatory of SP _____

Address for authorized signatory of SP _____

Telephone no. for authorized signatory of SP _____

Fax no. for authorized signatory of SP _____

Date signed _____

Solicitation Number _____

Name of Bidder _____

4. General

- 4.1. 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.
- 4.2. 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: