



Procurement and Contracting Services

30 Victoria Street
Gatineau, Quebec K1A 0M6
proposition-proposal@elections.ca

REQUEST FOR PROPOSAL

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

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

<i>signature of authorized signatory</i>

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

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

Office of the Chief Electoral Officer File No. ECTD-RFP-19-0365

Title: Online Survey Tool	Date: September 16, 2019
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Request for Proposal Closing Date: October 28, 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: Tiffany Denny	Tel No. 819-939-1481

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
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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

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Request for Proposal

ECTD-RFP-19-0365

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

Public Opinion Research (POR) activities are a key tool EC uses to evaluate the success of its programs and to report on its activities. EC seeks to conduct various POR activities via online surveys to be developed and administered in-house as part of the POR plan that has been approved by the Chief Electoral Officer for 2019-2020, and then onward in future years.

(b) Brief Description

The objective of this project is to enable EC to conduct planned and future POR activities by obtaining the services of an externally hosted online survey tool that is accessed via web browser, stores data on servers hosted inside Canada, and which would enable EC to develop, manage and conduct in-house online POR and any other surveys the agency requires in the near-term and on an ongoing basis.

1.3.2 Period of the Contract

(a) The Contract period is from the Effective Date of the Contract until March 31, 2021.

(b) The bidder grants to Elections Canada the irrevocable option to extend the period of the Contract by 3 additional period(s) of 1 year each under the same terms and conditions.

1.3.3 Security Requirement

There is no security requirement associated with this solicitation.

1.3.4 Trade Agreements

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

1.4 **Communications Notification**

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

1.5 **Debriefings**

Once the successful bidder has been announced, bidders may request a debriefing on the results of the RFP process. Bidders should make the request to the Contracting Authority within 15 Business

Days of receipt of the results of the RFP process. The debriefing may be in writing, by telephone or in person.

Part 2. Bidders Instructions

2.1 Instructions and Conditions

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

2.2 Procurement Business Number

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

2.3 Definition of Bidder

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

2.4 Submission of Proposals

2.4.1 Elections Canada requires that the bidder or the authorized representative of the bidder complete and sign the first page of the RFP and submit such page with its proposal at the RFP closing date and time. If a proposal is submitted by a joint venture, it must be in accordance with Section 2.17. If the first page of the RFP is not provided with the bidder’s proposal; the Contracting Authority will request it and the bidder must provide it within the delay prescribed in such request.

2.4.2 It is the bidder’s responsibility to:

- (a) obtain clarification of the requirements contained in the RFP, if necessary, before submitting a proposal;
- (b) prepare its proposal in accordance with the instructions contained in the RFP;
- (c) submit a complete proposal by the RFP closing date and time;

- (d) send its proposal only to Elections Canada Proposal Receiving Unit specified on page 1 of this RFP ("Proposal Receiving Unit"). The Proposal Receiving Unit is open from 8:00 a.m. to 4:00 p.m. Monday to Friday and closed on all statutory holidays;
- (e) ensure that the bidder's name and return address, the RFP number, and the RFP closing date and time are clearly visible on the envelope or the parcel(s) containing the proposal; and,
- (f) provide a comprehensible and sufficiently detailed proposal, including all requested pricing details, that will permit a complete evaluation in accordance with the criteria set out in the RFP.

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

2.4.4 Proposals will remain open for acceptance for a period of not less than 60 Business Days from the RFP closing date. Elections Canada reserves the right to seek an extension of the proposal validity period from all responsive bidders in writing, within a minimum of three Business Days before the end of the proposal validity period. If the extension is accepted by all responsive bidders, Elections Canada will continue with the evaluation of the proposals. If the extension is not accepted by all responsive bidders, Elections Canada will, at its sole discretion, either continue with the evaluation of the proposals of those who have accepted the extension or cancel the RFP.

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

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

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

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

2.5 Transmission by Facsimile and Email

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

2.6 Late Proposals

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

2.7 Delayed Proposals

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

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

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

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

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

2.8 Delayed Proposal When Using Courier Companies

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

2.9 Customs Clearance

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

2.10 Legal Capacity

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

2.11 Rights of Elections Canada

2.11.1 Elections Canada reserves the right to:

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

2.12 Rejection of Proposal

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

- (a) the bidder is bankrupt or, for whatever reason, its activities are rendered inoperable for an extended period;
- (b) evidence, satisfactory to Elections Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against

any manner of discrimination, has been received with respect to the bidder, any of its employees or any subcontractor included as part of the proposal;

- (c) evidence, satisfactory to Elections Canada, that based on past conduct or behavior, the bidder, a subcontractor or a person who is to perform the Work is unsuitable or has conducted himself/herself improperly;
- (d) Elections Canada has exercised its contractual remedies of suspension or termination for default with respect to a contract with the bidder, any of its employees or any subcontractor included as part of the proposal; and
- (e) Elections Canada determines that the bidder's performance on other contracts, including the efficiency and workmanship as well as the extent to which the bidder performed the Work in accordance with those contracts, is sufficiently poor to jeopardize the successful completion of the requirement of this RFP.

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

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

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

2.13 Communication – Solicitation Period

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

2.13.2 To ensure consistency and quality of information provided to bidders, and subject to Section 2.20, enquiries received and the replies to such enquiries that result in clarifications or

modifications to the requirement or that provide additional information related to the requirement will be provided simultaneously to all bidders to which the RFP has been sent, in the same manner in which the RFP was sent, without revealing the sources of the enquiries.

2.14 Price Justification

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

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

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

2.15 Proposal Costs

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

2.16 Conduct of Evaluation

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

- (a) seek clarification or verification from bidders regarding any or all information provided by them with respect to the RFP;
- (b) contact any or all client references supplied by bidders to verify and validate any information submitted by them;

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

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

2.17 Joint Venture

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

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

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

2.17.3 The first page of the RFP and the Contract must be signed by all the members of the joint venture unless one member has been appointed to act on behalf of all members of the joint

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

2.18 Conflict of Interest – Unfair Advantage

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

- (a) if the bidder, any of its subcontractors, or any of their respective employees or former employees was involved in any manner in the preparation of the RFP or in any situation of conflict of interest or appearance of conflict of interest;
- (b) if the bidder, any of its subcontractors, or any of their respective employees or former employees had access to information related to the RFP that was not available to other bidders and that would, in Elections Canada's opinion, give or appear to give the bidder an unfair advantage.

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

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

2.19 Entire Requirement

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

2.20 Enquiries

- 2.20.1 All enquiries must be submitted in writing to the Contracting Authority no later than 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 Basis for Canada’s Ownership of Intellectual Property

- 2.22.1 Elections Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting Contract will belong to Elections Canada, on the following grounds:
- (a) the bidder, by submitting a proposal, declares that it is not interested in owning the Intellectual Property Rights in Foreground Information (as such terms are defined in Annex C – Supplemental Conditions of Part 6 – Resulting Contract);

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 4 hard copies and 1 soft copy on USB.

Section II: Financial Proposal 1 hard copy and 1 soft copy on USB.

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

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

3.4. Section III – Certificates

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

Part 4. Evaluation Procedures and Basis of Selection

4.1. General Evaluation Procedures

- 4.1.1 Proposals will be assessed in accordance with the entire requirement of the RFP including the technical and financial evaluation criteria.
- 4.1.2 An evaluation team composed of representatives from Elections Canada will evaluate the proposals.

4.2. Technical Evaluation

- 4.2.1 The mandatory technical evaluation criteria are set out in Table A of Part 7 – Technical Evaluation Criteria.
- 4.2.2 The rated technical evaluation criteria are set out in Table B of Part 7 – Technical Evaluation Criteria.
- 4.2.3 The rated functionality demonstration criteria are set out in Table C of 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 – Determination of 3 Highest Ranked Bidders
- Phase 4 – Rated Functionality Demonstration
- Phase 5 – Financial Evaluation
- Phase 6 – 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 Table A of Part 7 – Technical Evaluation Criteria. Any proposal that fails to meet any of the mandatory technical evaluation criteria will be deemed non-responsive and will not be given further consideration.

4.4.4 Phase 2 – Rated Technical Evaluation

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

If any Phase 2 Proposal does not obtain the required minimum of 28 points overall for the technical evaluation criteria which are subject to point rating, such proposal will be deemed non-responsive and will not be given further consideration. The rating is performed on a scale of 40 points.

4.4.5 Phase 3 – Determination of 3 Highest Ranked Bidders

In Phase 3, the points obtained in Phase 2 will be used to determine the 3 highest ranked responsive proposals (the “Phase 3 Proposal”).

Any Phase 3 Proposals that is not deemed as the 3 highest ranked responsive proposals will not be given further consideration.

Phase 4 – Rated Functionality Demonstration

In Phase 4, the 3 highest ranked proposals that were deemed responsive in Phase 3 will be evaluated against the rated functionality demonstration criteria set out in Table C of Part 7 – Technical Evaluation Criteria (the “Phase 4 Proposal”).

If any Phase 4 Proposal does not obtain the required minimum of 42 points overall for the technical evaluation criteria which are subject to point rating, such proposal will be deemed non-responsive and will not be given further consideration. The rating is performed on a scale of 60 points.

4.4.6 Phase 5 Financial Evaluation

In Phase 5, the proposals that are deemed responsive in Phases 1, 2, 3 and 4 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 6 – Determination of Highest Ranked Bidder

In Phase 6, a combined evaluation score for those proposals deemed responsive in Phases 1, 2, 3, 4 and 5 (the “Phase 6 Proposal”) will be determined in accordance with the following formula:

$$\begin{aligned} & \frac{\text{Technical Proposal Score} \times 30\%}{\text{Maximum number of Points}} + \frac{\text{Demonstration Score} \times 40\%}{\text{Maximum number of Points}} = \text{Overall Technical Proposal Score (70\%)} \\ & + \\ & \frac{\text{Lowest Price} \times 30\%}{\text{Bidders Price}} \\ & = \text{Combined Evaluation Score (XX/100)} \end{aligned}$$

The bidder with the Phase 6 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 Insurance Requirements

5.1.1 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.



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

CONTRACT

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

Return one signed copy of the Contract forthwith.

Contractor's Name and Address:

[insert LEGAL NAME of Contractor]

[insert Contractor's ADDRESS]

Attention: [insert at contract award]

E-mail: [insert at contract award]

[Note to Contracting Authority]

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

Remit Payment To:

[insert payment recipient, if different from above]

[insert payment recipient ADDRESS]

Contract No.:

05005-19-0365

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

ENQUIRIES & INVOICES

Office of the Chief Electoral Officer of Canada

30 Victoria Street
Gatineau QC K1A 0M6

Send contract enquiries to:

[insert name at contract award]

[insert title]

Procurement and Contracting Services

Tel No.

[insert at contract award]

E-mail

First.Last@elections.ca

Send invoices to:

[insert name 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.

[insert LEGAL NAME of Contractor]

(signature of authorized representative)

(print name of authorized representative)

(print title of authorized representative)

Date: _____

Chief Electoral Officer

(signature of authorized representative)

[insert name of delegated authority]

[insert title of delegated authority]

Procurement and Contracting Services [delete if N/A]

Date: _____

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Article 1 Interpretation

Section 1.01 Definitions

1.01.01 In the Contract, unless the context otherwise requires:

- “Business Day” means a day other than a Saturday, Sunday or statutory holiday in the province of Quebec;
- “Effective Date” means the date stated as the effective date on the first page of the Contract;
- “General Conditions” means the general conditions for Services attached hereto as Annex G;
- “Initial Term” has the meaning ascribed to in Section 4.01;
- “Pricing Table” means the table attached hereto as Annex B;
- “SPOC” means the Contractor’s single point of contact referred to in Section 6.01;
- “SOW” means the statement of work attached hereto as Annex A and the appendices referred to therein, if any;
- “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 4.03.

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

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

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

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Section 1.02 Priority of Documents

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

1. these Articles of Agreement;
2. Annex A – Statement of Work;
3. Annex B – Pricing Table;
4. Annex C – General Conditions – Services;
5. Annex D – Supplemental Conditions – Elections Canada to Own Intellectual Property Rights;
6. Annex E – Supplemental Conditions – Personal Information;
7. Annex F – Supplemental Conditions – Licensed Software;
8. Annex G – Supplemental Conditions – Maintenance and Support Services for Licensed Software;
9. Annex H – Fair Price Certification [if applicable]; and
10. the Contractor’s proposal, dated [insert date of proposal at contract award].

Article 2 Statement of Work

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

Article 3 Period of Contract

Section 3.01 Term

3.01.01 The Contract period is from the Effective Date of the Contract until March 31, 2021 (the “Initial Term”).

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Section 3.02 Option to Extend

- 3.02.01 The Contractor grants to Elections Canada the irrevocable option to extend the period of the Contract by 3 additional period(s) of 1 year each under the same terms and conditions.
- 3.02.02 Elections Canada may exercise the option at any time during the Term by sending a written notice to the Contractor at least five Business Days before the Contract expiry date.
- 3.02.03 The option to extend the term of the Contract may be exercised only by the Contracting Authority.

Article 4 Authorities

Section 4.01 Contracting Authority

- 4.01.01 The Contracting Authority for the Contract is:

[insert name at contract award]

[insert title]

Procurement and Contracting Services

Elections Canada

30 Victoria Street

Gatineau QC K1A 0M6

Tel: [insert at contract award]

E-mail: First.Last@elections.ca

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

Section 4.02 Technical Authority

- 4.02.01 The Technical Authority for the Contract is:

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[insert name at contract award]

Elections Canada

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

E-mail: First.Last@elections.ca

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

Article 5 Contractor's Representative

Section 5.01 Single Point of Contact

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

[insert name at contract award]

[insert title and company name at contract award]

Tel: [insert at contract award]

E-mail: [insert at contract award]

[Note to Bidders]

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

- 5.01.02 The SPOC must liaise with the Contracting Authority and the Technical Authority and is the first point of contact in terms of:
- (a) managing any business issues with the Technical Authority and any Contract issues with the Contracting Authority and in particular providing guidance, support and coordination relative to requests.
 - (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, applicable sales tax extra, if applicable.

Section 6.02 Applicable Sales Tax

- 6.02.01 The estimated amount of sales tax, if applicable, is included in the Total Estimated Contract Cost specified on page 1 of the Contract. The applicable sales tax is not included in the Contract Price but will be paid by Elections Canada as provided in Article 10 - Payments and Invoices. The Contractor agrees to remit to the appropriate government agency any amounts of applicable sales tax paid or due.

Article 7 Information Reporting

Section 7.01 Form T1204

- 7.01.01 Pursuant to paragraph 221 (1)(d) of the Income Tax Act, R.S. 1985, c. 1 (5th Supp.), payments made by departments and agencies, which includes Elections Canada, to contractors under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T1204 Government Service Contract Payments slip.
- 7.01.02 To enable Elections Canada to comply with this requirement, the Contractor must provide the following information within 15 calendar days following the award of the Contract:
- (a) the legal name of the Contractor, i.e. the legal name associated with its business number or Social Insurance Number (SIN), as well as its address and postal code;
 - (b) the status of the Contractor, i.e. an individual, a sole proprietorship, a corporation,

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or a partnership;

- (c) the business number of the Contractor if the Contractor is a corporation or a partnership and the SIN if the Contractor is an individual or a sole proprietorship. In the case of a partnership, if the partnership does not have a business number, the partner who has signed the Contract must provide its SIN; and
- (d) in the case of a joint venture, the business number of all parties to the joint venture who have a business number or their SIN if they do not have a business number.

7.01.03 The information must be sent to the Contracting Authority. If the information includes a SIN, the information should be provided in an envelope marked "PROTECTED".

Article 8 Payment and Invoices

Section 8.01 Payment

- 8.01.01 Elections Canada will pay the Contractor on a monthly basis for that part of the Work performed during the month covered by the invoice in accordance with the Contract if:
- (a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
 - (b) all such documents have been verified by Elections Canada; and
 - (c) the Work performed has been accepted by Elections Canada.

Section 8.02 Invoices

- 8.02.01 The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the General Conditions. Invoices cannot be submitted until all Work identified in the invoice is completed.
- 8.02.02 Each invoice must be supported by:
- (a) a copy of time sheets to support the time claimed if the basis of payment set out in Article 6 is based on hourly or per diem rates;

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- (b) any other documents or progress reports as specified in the Contract to substantiate the Work performed; and
- (c) a copy of the invoices, original receipts, and vouchers for all authorized travel and living expenses and other direct expenses.

8.02.03 The original and one copy of each invoice along with one copy of the supporting documentation identified in Subsection 10.02.02 must be forwarded to the address shown on page 1 of the Contract for certification and payment.

Article 9 Elections Canada Facilities and Personnel

Section 9.01 Access to the Location of the Work

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

Section 9.02 Access to Personnel

- 9.02.01 Elections Canada's personnel is not automatically at the disposal of the Contractor. The Contractor is responsible for timely identification of the need for access to the referenced personnel.
- 9.02.02 Subject to the approval of the Technical Authority, arrangements will be made for the Contractor to access the required personnel at Elections Canada's earliest convenience.

Article 10 Security Requirement

10.01.01 There is no security requirement applicable to this Contract.

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Article 11 Insurance

Section 11.01 Insurance

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

Article 12 Applicable Laws

Section 12.01 Applicable Laws

[Note to Bidders and Contracting Authority]

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

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

Article 13 Certificates

Section 13.01 Certificates

- 13.01.01 Compliance with the certifications provided by the Contractor in its proposal (the "Certificates") is a condition of the Contract and subject to verification by Elections Canada during the Term. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in the Certificates is untrue, whether made knowingly or unknowingly, Elections Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

[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 13.02 Proactive Disclosure of Contracts with Former Public Servants

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13.02.01 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 13.03 Fair Price Certification

13.03.01 The Fair Price Certification signed by the Contractor and attached as Annex [XX] is a condition of the Contract and subject to verification by Elections Canada during the Term of the Contract. If it is determined that the certification made by the Contractor in such certification is untrue, whether made knowingly or unknowingly, Elections Canada has the right to terminate the Contract for default in accordance with the General Conditions.

Article 14 Foreign Nationals

[Note to Bidders]

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

OPTION 1 – Canadian Contractors

Section 14.01 Canadian Contractors

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

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OPTION 2 – Foreign Contractors

Section 14.02 Foreign Contractors

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

Article 15 Access to Information

Section 15.01 Access to Information

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

[Note to Bidders]

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

Article 16 Joint Venture

Section 16.01 Joint Venture Contractor

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

[Insert at contract award]

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

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

16.01.02 All the members agree that Elections Canada may terminate the Contract at its discretion if there is a dispute among the members that, in Elections Canada’s opinion, affects the performance of the Work in any way.

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

16.01.04 The Contractor acknowledges that any change in the membership of the joint venture (i.e., a change in the number of members or the substitution of another legal entity for an existing member) constitutes an assignment and is subject to the assignment provisions of the General Conditions.

16.01.05 The Contractor acknowledges that all security and controlled goods requirements in the Contract, if any, apply to each member of the joint venture Contractor.

Article 17 Media Requests

Section 17.01 Media Requests

17.01.01 During the Term of the Contract and thereafter, the Contractor shall inform in writing the Contracting Authority at least five Business Days prior to

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



Online Survey Tool

Annex A

Statement of Work (SOW)

PART I – INTERPRETATION

1. DEFINITIONS

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

Administrator	means a privileged user of the online survey tool who is able to access and control all user-facing aspects of the system (such as management of system-wide preferences or the ability to access and edit surveys created by other EC users)
CEA	means the <i>Canada Elections Act</i> , S.C. 2000, c. 9, as amended from time to time
CEO	means the Chief Electoral Officer of Canada
Contractor's Resource	means the individual(s) performing the Work
CSS	means the Cascading Style Sheets style sheet language
CSV	means the Comma-Separated Values file format
EC	means the Office of the CEO, commonly known as Elections Canada
ECHQ	means EC's offices located at 30 Victoria Street, Gatineau, QC
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
https	Means Hyper Text Transfer Protocol Secure
IP	means Internet Protocol address
MS	means Microsoft Corporation
POR	means Public Opinion Research

SPSS	means IBM SPSS Statistics software
SSL	Means Secure Socket Layer encryption
URL	means Uniform Resource Locator.
User	means an individual who makes use of the online survey tool for the purposes of designing and conducting their own surveys using the system, but is not necessarily able to administer all aspects (such as surveys they do not own)
User Account	means the username and password credentials that allow a user to access the online survey tool via web browser
WCAG	means Web Content Accessibility Guidelines

2. EC MANDATE

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

- a) be prepared to conduct a federal general election, by-election or referendum;
- b) administer the political financing provisions of the CEA;
- c) monitor compliance with electoral legislation;
- d) conduct public information campaigns on voter registration, voting and becoming a candidate;
- e) conduct education programs for students on the electoral process;
- f) provide support to the independent commissions in charge of adjusting the boundaries of federal 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. APPENDICES

- a) Appendix A – Technical Specifications - Capacity;

- b) Appendix B – Technical Specifications - Functionality;

4. INTRODUCTION

- 4.01. EC requires ongoing access to an externally hosted online survey tool that would enable EC to manage, develop and conduct online surveys in-house.

PART II – OVERVIEW

5. PROJECT BACKGROUND

- 5.01. POR activities are a key tool EC uses to evaluate the success of its programs and to report on its activities to Canadians and to Parliament. EC seeks to conduct various POR activities via online surveys to be developed and administered in-house as part of the POR plan that has been approved by the CEO for 2019-2020, and then onward in future years.

6. OBJECTIVE

- 6.01. The objective of this project is to enable EC to conduct planned and future POR activities by obtaining the services of an externally hosted online survey tool that is accessed via web browser, stores data on servers hosted inside Canada, and which would enable EC to develop, manage and conduct in-house online POR and any other surveys the agency requires in the near-term and on an ongoing basis.

PART III – SCOPE OF WORK

7. SERVICES

- 7.01. The Contractor must provide EC with ongoing access to a persistent online survey tool that:
 - a) EC users can access and use via web browser;
 - b) hosts online, browser-based surveys, that are secured with SSL (https://), with all data stored on servers situated in Canada;
 - c) ensures all traffic and transmissions initiated in one part of Canada are routed exclusively through Canada, unless EC has provided consent in writing for an alternate route;
 - d) uses currently supported and up-to-date technologies (i.e. the latest versions, updates, patches) to protect data stored against access to third parties;
 - e) allows customizable design and branding of surveys to align with EC's visual identity;

- f) creates surveys that meet the WCAG 2.0 standard for web accessibility at the AA level.
- 7.02. The online survey tool must provide EC users with capacity and functionality that meets or exceeds the technical specifications laid out in appendix A and appendix B, such that users are able to:
- a) design and customize multilingual, web-based surveys via a user interface that includes various options and features for creating various types of questions and responses, and for programming complex survey logic, so as to be suitable for the conduct of professional POR;
 - b) administer the entire user-based system, including managing surveys and contacts, sending invitations via email and web link, collecting data and exporting it for use in statistical software, and producing analytics and reports on demand.
- 7.03. The Contractor must provide EC with user accounts that enable all Election Personnel or groups of Election Personnel who require the use of the online survey tool to access and use the tool in accordance with EC's requirements.
- 7.04. The Contractor must provide at least one user account that has full user-based administration rights over all EC surveys hosted within the system, with the ability to assign the same level of rights to other users of the system within EC.
- 7.05. The service includes the annual user licence to use the software offered by the Contractor and any other software or software code required for the hosted software to function in accordance with the Statement of Work. The services also includes all services necessary for use of the Software including (but not limited to) configuration, integration, user identification and password change management, data import / export, monitoring, technical support, maintenance, training, backup and recovery, reporting and change management;
- 7.06. The Contractor must provide, in accordance with the terms and conditions of this Contract and at no additional charge, any and all extensions, applications, plug-ins and APIs (i.e. Add-ons) developed by the Contractor or third parties to enhance the service and that are provided to other customers at no additional charge as part of its commercial offering.
- 7.07. The Contractor agrees to make available to EC, in accordance with the terms and conditions of this Contract at a to-be-negotiated price, any and all Add-ons that the Contractor makes available to its other customers at an additional cost. The

Contractor agrees that the to-be-negotiated price will not exceed the price charged to its “Best customer” for like quantity and quality;

7.08. During the term of the Contract, the Contractor must continue to deliver the service as described herein. Where the Contractor has reduced or eliminated functionality in the Services, EC, at EC’s sole discretion, will have, in addition to any other rights and remedies under this Contract or at law, the right to immediately terminate this Agreement and be entitled to a refund of any advanced payment;

7.09. If the Contractor removes any functions from the service and offers those functions in any new or other services, the Contractor agrees to provide to EC as part of EC’s Licence, the part of those new or other services which contain the relevant functions, or the whole programs to the extent that the relevant functions cannot run separately, pursuant to the same terms and conditions of this Contract.

7.10. Where the Contractor increases functionality in the service, such functionality must be provided to EC without any increase in the Service cost.

8. HANDLING OF PERSONAL INFORMATION

8.01. EC shall retain control of all data including personal information that it collects or enters into the online survey tool for the purposes of conducting online surveys.

8.02. The Contractor will handle all data under the control of EC in accordance with all applicable Government of Canada legislation, including the *Privacy Act* (R.S.C., 1985, c. P-21).

8.03. The Contractor must not use or disclose personal information under the control of EC except as required for the delivery of the services under the Contract.

8.04. In the event of any data breach, the Contractor must immediately report the breach to the Technical Authority and provide details about both the nature and the extent of the data breach.

9. TECHNICAL SUPPORT SERVICES AND REPORTING

9.01. As and when requested, the Contractor will provide technical support services via email and telephone to Election Personnel who encounter issues in the course of using the online survey tool.

9.02. The Contractor must provide acknowledgment of support requests sent by email to the user within 24 hours, from 7:00 A.M. to 7:00 P.M. Eastern Time, Monday to

Friday (excluding statutory holidays observed by the federal government in the province from which the e-mail is sent). The Contractor must answer all e-mails (automatically generated e-mails will not be considered to meet this requirement). The Contractor shall ensure that at least 80 percent of issues are resolved within 48 hours of acknowledgment.

- 9.03. The Contractor's personnel must be qualified and able to respond to the User's questions and, to the extent possible, be able to resolve user problems over the telephone and provide advice regarding configuration problems relating to the Hosted Service.
- 9.04. The Software support must be provided in English. If available, the Support Services must be provided in both French and English, based on the choice of the User requesting support.
- 9.05. The Contractor must provide EC with technical web support services through a website that must include, as a minimum, frequently asked questions and on-line support tools. The Contractor's website must provide support in English. The Contractor's website must be available to EC's Users 24 hours a day, 365 days a year, and must be available 98.5% of the time.
- 9.06. The Contractor must provide a mechanism that allows users to report urgent issues (such as data collection problems experienced during the fielding period for a survey). The Contractor shall address urgent issues on a priority basis to ensure they are resolved to the satisfaction of the Technical Authority within at most 24 hours of being reported.
- 9.07. EC may report to the Contractor any failure of the Service to operate in accordance with the Contract and the SOW during the Contract Period. EC may report failures either in writing or by telephone or other remote communication. Upon receipt of a report of a failure from EC, unless provided otherwise in the Contract, the Contractor must use all reasonable efforts to provide EC within the time frames for a correction of the error which caused the failure. Any such software correction must cause the Service to meet the Contract specifications. The Contractor must use all reasonable efforts to provide permanent corrections for all errors and the Contractor warrants that the Service will meet the functional and performance criteria set out in the Contract. All error corrections will become part of the Service and will be subject to the conditions of EC's licence with respect to the Service.

9.08. The Contractor shall notify the EC Technical Authority at least 72 hours in advance of a scheduled downtime period for the online survey tool system, and within one hour of any unscheduled downtime occurring. The Contractor shall provide subsequent notification when uptime has resumed.

9.09. As and when requested, the Contractor must provide the Technical Authority with follow-up reports that describe the time, duration and reason for a particular downtime period.

10. TRAINING

10.01. The Contractor must provide training services, as and when requested by the EC Technical Authority, in accordance with the Task authorization (TA) process.

11. MEETINGS

11.01. Within five Business Days of the Effective Date of the contract, the Contractor must attend a kick-off meeting with the EC Technical Authority and other Election Personnel, either via conference call or in person at ECHQ. In advance of the kick-off meeting, EC shall send the Contractor the meeting date, time, location, and agenda.

11.02. The kick-off meeting shall address the process and timeline for the initial setup of user accounts, and establish a tentative timeline and format for delivery of initial training identified in Section 10 and Section 12 that is agreed upon by the Contractor and the Technical Authority.

11.03. Following the initial setup of the survey tool within EC, the Technical Authority shall determine whether a follow-up meeting with the Contractor is required in order to discuss the resolution of any initial issues or questions EC may have with regards to accessing and using the online survey tool. The follow-up meeting shall take place within 20 Business Days of the Effective Date, either via conference call or in person at ECHQ.

12. DELIVERABLES

12.01. Within 10 Business Days of Effective Date, the Contractor must provide the Technical Authority via email with all necessary information and instructions for the initial setup of user accounts and enable EC to fully access the online survey tool.

12.02. The Contractor shall deliver one full day (equivalent to 7.5 hours) of initial training in accordance with the timeline and format established as a result of the kick-off meeting.

12.03. In advance of the training, the Contractor shall provide the Technical Authority via email with electronic copies or web links to electronic versions of training materials,

as well as any other available help documentation such as manuals for the online survey tool.

PART IV – PARAMETERS

13. OFFICIAL LANGUAGES

- 13.01. The Contractor must provide services in either English or in French.
- 13.02. The Contractor must provide all documentation on the use of the online survey tool (such as manual and training materials) in both English and French.

14. TRAVEL

- 14.01. The Contractor will not be reimbursed for any travel undertaken in the course of performing the Work.

APPENDIX A – TECHNICAL SPECIFICATIONS - CAPACITY

1. The online survey tool shall provide EC users with capacity that collectively meets or exceeds the technical specifications listed in this Appendix A:
 - 1.01. Survey Management and Administration:
 - a) Store and access at least 100 surveys in system
 - b) Have 25 surveys or more live at the same time
 - 1.02. Survey Design Interface:
 - a) Create surveys of 250 questions or more
 - 1.03. Invitations
 - a) Email servers can send 20,000 email invitations, reminders, etc. per month or more
 - 1.04. Data Collection:
 - a) Online survey tool is capable of having 100,000 or more respondents access and respond to a single survey across a 30-day period

APPENDIX B – TECHNICAL SPECIFICATIONS - FUNCTIONALITY

2. The online survey tool shall provide the following functionalities:

2.01. Survey Management and Administration:

- a) Project organization tools (e.g. project folders, archive / retrieve surveys)
- b) System control panel that allows users to manage the entire system according to their access privileges (i.e. including survey design, data collection, invitations, data exporting, analytics and reporting capabilities)
- c) Password protect or assign permissions to access surveys by user/group of users (i.e. to control who can edit a particular survey, manage collection, etc.)

2.02. Survey Design Interface:

- a) Surveys are mobile-friendly across Android and Apple platforms and provide the same experience as the desktop version
- b) Graphical user interface to design surveys
- c) Create multilingual (i.e. English and French) surveys
- d) Live preview and ability to test survey prior to fielding
- e) Customizable branding of surveys
- f) Format and style text and pages using the design interface and/or through access to the CSS stylesheet
- g) Insert page breaks, new page or question within a page
- h) Pages allow for text boxes, page headings, section headings, and buttons
- i) Customizable end pages (e.g. completion, termination, redirect, etc.)
- j) Customizable button text
- k) Customizable error messages
- l) Duplicate whole survey as a means of creating a new survey
- m) Move and copy pages, questions and lists of response options within a survey
- n) Copy / save questions (including response options) for use across different surveys
- o) Can use hyperlinked text in pages, questions and response options, which opens into a new window or tab when clicked

- p) Insert image, audio and video objects into pages (linked, embedded and/or uploaded)

2.03. Survey Logic Features:

- a) Program logic to skip to a page/question
- b) Survey branching supports use of multiple conditional statements
- c) Show/hide questions
- d) Show/hide response options
- e) Show/hide pages
- f) Piping of selected response(s) into question text and response option text
- g) Define questions as response optional or required
- h) Random and/or quota-based split-sampling (for A/B question testing)
- i) Randomize/cycle the order of select pages or questions
- j) Randomize/cycle the order of response options, with ability to keep select options static

2.04. Question Types and Response Options:

- a) Single response questions (e.g. yes/no, single-answer, multiple choice)
- b) Questions that allow multiple responses (e.g. checkboxes) with the ability to define particular options as excluding any other choices (e.g. “none of the above” is exclusive)
- c) Assign a minimum and/or maximum number of responses (e.g. select up to 3, etc.)
- d) Ranked responses (e.g. first choice, second choice) with options to assign minimum and maximum number of responses
- e) Open-ended text questions with ability to define single-line fields or multiple-line, expandable fields, as well as ability to customize the maximum character length limit
- f) Text response fields can be appended to any response(s) within a list of defined response options (e.g. “Other (please specify)” or “Yes (please describe)”
- g) Validated response format options (e.g. number, range, time, date, postal code)

- h) Matrix/grid of questions, with ability to assign a fixed number or any number of responses that can be selected (e.g. single response, multiple response, up to 3)
- i) Ranking grid (e.g. first choice, second choice, etc.)

2.05. Control of Respondent Experience:

- a) Option to require respondents to provide a code or password in order to access a survey
- b) Allow respondents to go forward and back through completed questionnaire pages without losing their progress in responding
- c) Control how long a respondent can spend on a page and/or the survey before their session time expires (including allowing unlimited time)
- d) Allow respondents to save progress and return to complete the survey at a later time
- e) Hide/show respondent's progress toward completion (bar and/or percentage)

2.06. Invitations

- a) Send out surveys through secure email invite links
- b) User-defined short URLs for each survey
- c) Ability to connect a particular invitee to a particular set of survey response data (e.g. via email address, unique access code or access link)
- d) Personalized and formatted email messages
- e) Merge address book fields and custom fields into email
- f) Customize "From/Reply-TO" email address and "From" name
- g) Add email contacts individually and through bulk import of contact lists
- h) Save contact lists
- i) Send out test emails
- j) Send out reminder emails for incomplete and not yet started surveys
- k) View status of emails sent in real time (opened, bounced, etc.)
- l) View status of survey by invited contact (e.g. not started, in progress, submitted, etc.)
- m) Option for respondent to opt out of future emails

2.07. Data Collection:

- a) Collects all responses from a multilingual survey in a single dataset
- b) Survey quota management
- c) Users can initiate the opening and closing of data collection, as well as suspend and re-open collection
- d) Create multiple data collectors per survey
- e) Ability to collect IP address and origin
- f) Anonymous data collection option
- g) Ability to restrict to one completion per IP, access code, access link and/or email address
- h) Track and collect data on respondents' route through the survey (e.g. completion time, time spent per question/page, and question order)
- i) Delete individual/bulk responses

2.08. Analytics / Reporting

- a) View/report summary tracking statistics (e.g. daily tracking, survey completion time, etc.)
- b) Drop-out analytics
- c) View/report summary results as tabular data (counts, frequencies, percentages) and in graphic format (charts, graphs) as responses are collected
- d) Generate printable and saveable reports of tables, charts and graphs
- e) View and print responses at the respondent level

2.09. Data Export

- a) Dataset exportable to SPSS, MS Excel, and delimited text formats (e.g. CSV)
- b) Exported SPSS datasets include coded and labelled variables and values, as well as respondent tracking variables
- c) Export survey questionnaire to PDF, MS Word and/or rich text format
- d) Export invitation list/records to delimited text or MS Excel



Online Survey Tool

Annex B

Pricing Table

Annex B - Pricing Table

The Contractor will be paid a firm all-inclusive price as specified below for the Work performed in accordance with Annex A – Statement of Work.

TABLE 1. Initial Term – Effective date of the Contract to March 31, 2021

Product Description	Quantity	Firm Unit Price	Extended Price
Hosted Online Survey Solution - online survey software license for a 16-month period	1	(Insert at contract award)	(Insert at contract award)
User accounts for personnel	12	(Insert at contract award)	(Insert at contract award)
Product Description			
Warranty and continual technical/customer support			(Insert at contract award)
Initial training for personnel.			(Insert at contract award)
Total			(Insert at contract award)

TABLE 2. Option Year Pricing

Product Description		Firm Unit Price
For access to the Hosted Online Survey Solution, as described in Table 1, including an online survey software license, user accounts for personnel, warranty, and continual technical/customer support, as detailed in Annex A - Statement of Work.		
1	Option Year 1: Hosted Online Survey Solution as per Description - April 1, 2021 to March 31, 2022	(Insert at contract award)
2	Option Year 2: Hosted Online Survey Solution as per Description – April 1, 2022 to March 31, 2023	(Insert at contract award)
3	Option Year 3: Hosted Online Survey Solution as per Description – April 1, 2023 to March 31, 2024	(Insert at contract award)
4	Additional training for personnel, if needed	(Insert at contract award)

TO A MAXIMUM OF [INSERT AT CONTRACT AWARD] (applicable taxes not included)

All payments are subject to Government Audit.

Annex C
General Conditions
Services

Article 1 Interpretation

Section 1.01 Definitions

1.01.01 In the Contract, unless the context otherwise requires:

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

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

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

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

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

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

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

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

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

authorized to act on his behalf;

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

Section 1.02 Powers of Elections Canada

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

Section 1.03 Status of the Contractor

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

Section 1.04 Severability

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

Section 1.05 Entire Agreement

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

Article 2 Conduct of the Work

Section 2.01 Representation and Warranties

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

Article 3 Work

Section 3.01 Specification

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

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

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

Section 3.02 Condition of Material

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

Section 3.03 Replacement of Specific Individuals

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

Section 3.04 Inspection and Acceptance of the Work

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

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

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

Section 3.05 Time of the Essence

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

Article 4 Subcontracts

Section 4.01 Consent

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

Section 4.02 Subcontractor to be bound by Contract

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

Article 5 Harassment in the Workplace

Section 5.01 No Tolerance

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

Article 6 Payment

Section 6.01 Invoice Submission

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

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

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

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

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

Section 6.02 Payment Period

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

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

Section 6.03 Withholding of Payment

Where a delay referred to in Article 16 – Excusable Delay has occurred, Elections Canada may, at Elections Canada's discretion, withhold all or a portion of any payment due to the Contractor until a "work-around" plan approved by Elections Canada has been implemented in accordance with Article 16. Section 6.04 shall not apply to any amount withheld under this Subsection.

Section 6.04 Interest on Overdue Accounts

6.04.01 For the purpose of this Section:

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

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

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

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

- 6.04.02 Elections Canada will pay to the Contractor simple interest at the Average Rate plus 3 percent per year on any amount that is overdue, from the date that amount becomes overdue until the day before the date of payment, inclusive. The Contractor is not required to provide notice to Elections Canada for interest to be payable.
- 6.04.03 Elections Canada will pay interest in accordance with this Article only if Elections Canada is responsible for the delay in paying the Contractor. Elections Canada will not pay interest on overdue advance payments.

Article 7 Accounts and Audit

Section 7.01 Accounts and Audit

- 7.01.01 The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.
- 7.01.02 If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.
- 7.01.03 Unless Elections Canada has consented in writing to its disposal, the Contractor must retain all the information described in this Article for six years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Elections Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Elections Canada may from time to time require to perform a complete audit of the Contract.
- 7.01.04 The amount claimed under the Contract, calculated in accordance with the basis of

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

Article 8 Taxes

Section 8.01 Municipal Taxes

Municipal Taxes do not apply.

Section 8.02 Provincial Taxes Exemption

8.02.01 Except as provided by law, Elections Canada is not required to pay any sales tax payable to the province in which the taxable goods or services are delivered. This exemption has been provided to federal government departments and agencies under the authority of one of the following:

(a) Provincial Sales Tax (PST) Exemption Licence Numbers, for the provinces of:

- i. British Columbia PST-1000-5001;
- ii. Manitoba 390-516-0;

(b) for Saskatchewan, the Yukon Territory, the Northwest Territories and Nunavut, an Exemption certification, which certifies that the goods or services purchased by Elections Canada are not subject to the provincial and territorial sales and consumption taxes because they are purchased by a federal government department or agency with Canada funds for the use of Elections Canada.

8.02.02 Currently, in Alberta, the Yukon Territory, the Northwest Territories and Nunavut, there is no general PST. However, if a PST is introduced in Alberta, the Yukon Territory, the Northwest Territories or Nunavut, PST will be payable unless an exemption certification is included in the purchasing document.

Section 8.03 Harmonized Sales Tax

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

Section 8.04 Quebec Sales Tax

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

Section 8.05 Provincial Taxes paid by the Contractor

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

Section 8.06 Changes to Taxes and Duties

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

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

Section 8.07 Applicable Sales Tax

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

Section 8.08 Tax Withholding of 15 Percent

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

Article 9 Transportation

Section 9.01 Transportation Costs

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

Section 9.02 Transportation Carriers' Liability

In light of the federal government's policy of underwriting its own risks, Elections Canada is precluded

to pay for insurance or valuation charges for transportation beyond the point at which ownership of goods passes to it (determined by the FOB point or Incoterms). Where increased carrier liability is available without charge, the Contractor must obtain the increased liability for shipment.

Article 10 Ownership

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

Article 11 Elections Canada Property

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

the Contract.

Article 12 Liability

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

Article 13 Confidentiality

Section 13.01 Confidentiality

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

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

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

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

Section 13.02 An Oath of Secrecy

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

Article 14 Copyright

Section 14.01 Copyright

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

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

Section 14.02 Use and Translation of Documentation

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

Article 15 Intellectual Property Infringement and Royalties

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

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

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

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

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

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

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

Article 16 Excusable Delay

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

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

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

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

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

16.01.04 However, if an Excusable Delay has continued for 30 calendar days or more, the Contracting Authority may, by giving notice in writing to the Contractor, terminate the Contract. In such a case, the Parties agree that neither will make any claim against the other for damages, costs, expected profits or any other loss arising out of the termination or the event that contributed to the Excusable Delay. The Contractor agrees to repay immediately to Elections Canada the portion of any advance payment that is unliquidated at the date of the termination.

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

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

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

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

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

Article 17 Suspension of the Work

- 17.01.01 The Contracting Authority may at any time, by written notice, order the Contractor to suspend or stop the Work or part of the Work under the Contract for a period of up to 180 calendar days. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so. While such an order is in effect, the Contractor must not remove any part of the Work from any premises without first obtaining the written consent of the Contracting Authority. Within these 180 calendar days, the Contracting Authority must either cancel the order or terminate the Contract, in whole or in part, under Article 18 or Article 19 .
- 17.01.02 The Contracting Authority may, whether in the notice of the order or during the 180 calendar days referred to in Subsection 17.01.01, request that the Contractor provide information regarding the status of the Work or outstanding invoices. The Contractor shall respond within the timeline provided in the request.
- 17.01.03 When an order is made under Subsection 17.01.01, unless the Contracting Authority terminates the Contract by reason of default by the Contractor or the Contractor abandons the Contract, the Contractor will be entitled to be paid its additional costs incurred as a result of the suspension plus a fair and reasonable profit.
- 17.01.04 When an order made under Subsection 17.01.01 is cancelled, the Contractor must resume work in accordance with the Contract as soon as practicable. If the suspension has affected the Contractor's ability to meet any delivery date under the Contract, the date for performing the part of the Work affected by the suspension will be extended for a period equal to the period of suspension plus a period, if any, that in the opinion of the Contracting Authority, following consultation with the Contractor, is necessary for the Contractor to resume the Work. Any equitable adjustments will be made as necessary to any affected conditions of the Contract.

Article 18 Default by the Contractor

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

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

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

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

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

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

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

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

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

Article 19 Termination for Convenience

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

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

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

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

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

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

Article 20 Assignment

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

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

Article 21 Right of Set-Off

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

Article 22 Amendments and Waivers

Section 22.01 Amendment

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

Section 22.02 Waiver

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

Article 23 Codes

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

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

Section 23.02 Code of Conduct for Procurement

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

Article 24 No Bribe or Conflict

Section 24.01 No Bribe

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

Section 24.02 No Conflict of Interest

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

Article 25 Contingency Fees

- 25.01.01 The Contractor certifies that it has not, directly or indirectly, paid or agreed to pay and agrees that it will not, directly or indirectly, pay a contingency fee for the solicitation, negotiation or obtaining of the Contract to any person, other than an employee of the Contractor acting in the normal course of the employee's duties.
- 25.01.02 In this Article:
- (a) "contingency fee" means any payment or other compensation that depends or is calculated based on a degree of success in soliciting, negotiating or obtaining the Contract; and
 - (b) "person" includes any individual who is required to file a return with the registrar pursuant to section 5 of the *Lobbying Act*, 1985, c. 44 (4th Supplement).

Article 26 International Sanctions

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

Article 27 Notice

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

Article 28 Survival

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

Article 29 Governing Law

Section 29.01 Compliance with Applicable Laws

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

Article 30 Successor and Assigns

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

assigns and the Contractor and its successors and permitted assigns.

Annex
Supplemental Conditions
Elections Canada to Own Intellectual Property Rights

Article 1 Interpretation

Section 1.01 - Definition

1.01.01 In the Contract, unless the context otherwise requires:

"Background Information" means all Intellectual Property that is not Foreground Information that is incorporated into the Work or necessary for the performance of the Work, regardless of whether it is owned by the Contractor or a third party;

"Firmware" means computer programs that are stored in integrated circuits, read-only memory or other similar devices within the hardware or other equipment;

"Foreground Information" means all Intellectual Property first conceived, developed, produced or reduced to practice as part of the Work under the Contract;

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

"Intellectual Property" means any information or knowledge of an industrial, scientific, technical, commercial, literary, dramatic, artistic or otherwise creative nature relating to the Work, whether oral or recorded in any form or medium and whether or not subject to copyright; this includes but is not limited to any inventions, designs, methods, processes, techniques, know-how, show-how, models, prototypes, patterns, samples, schematics, experimental or test data, reports, drawings, plans, specifications, photographs, manuals and any other documents, Software, and Firmware;

"Intellectual Property Right" means any intellectual property right recognized by law, including any intellectual property right protected by legislation such as patents, copyright, industrial design, integrated circuit topography, and plant breeders' rights, or subject to protection under the law as trade secrets and confidential information.

"Software" means any computer program whether in source or object code (including Firmware), any computer program documentation recorded in any form or upon any medium, and any computer database, including any modification.

- 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. In the event of any inconsistency between the General Conditions and these supplemental conditions, the applicable provisions of these supplemental conditions will prevail.
- 1.01.03 If Supplemental Conditions – Hardware Purchase, Lease and Maintenance and Supplemental Conditions – Licensed Software are also incorporated in the Contract, the provisions of those supplemental conditions concerning the ownership of Intellectual Property will prevail in relation to the subject matter of those supplemental conditions.

Article 2 Record and Disclosure of Foreground Information

- 2.01.01 During and after the performance of the Contract, the Contractor must keep detailed records of the Foreground Information, including details of its creation. The Contractor must report and fully disclose to Elections Canada all Foreground Information as required by the Contract. If the Contract does not specifically state when and how the Contractor must do so, the Contractor must provide this information if requested by the Contracting Authority, whether before or after the completion of the Contract.
- 2.01.02 Before and after final payment to the Contractor, the Contractor must provide Elections Canada with access to all records and supporting data that Elections Canada considers pertinent to the identification of Foreground Information.
- 2.01.03 For any Intellectual Property that was developed or created in relation to the Work, Elections Canada will be entitled to assume that it was developed or created by Elections Canada, if the Contractor's records do not list that Intellectual Property or do not indicate that it was created by the Contractor, or by someone on behalf of the Contractor, other than Elections Canada.

Article 3 - Ownership of Intellectual Property Rights in Foreground Information

- 3.01.01 All Intellectual Property Rights in the Foreground Information belong to the Elections Canada as soon as they come into existence. The Contractor has no right in or to any such Intellectual Property Rights in the Foreground Information, except any right that may be granted in writing by Elections Canada.
- 3.01.02 The Contractor must incorporate the copyright symbol and one of the following notices as appropriate into all Foreground Information that is subject to copyright regardless of the form or medium upon which it is recorded: © Her Majesty the Queen in Right of Canada (year), or © Sa Majesté la Reine du Chef du Canada (année).
- 3.01.03 The Contractor must execute any documents relating to the Intellectual Property Rights in

the Foreground as Elections Canada may require. The Contractor must, at Elections Canada's expense, provide Elections Canada all reasonable assistance in the preparation of applications and in the prosecution of any applications for registration of any Intellectual Property Rights in any jurisdiction, including the assistance of the inventor in the case on inventions.

Article 4 - License to Intellectual Property Rights in Background Information

4.01.01 The Contractor grants to Elections Canada a license to use the Background Information to the extent that it is reasonably necessary for Elections Canada to exercise fully all its rights in the deliverables and in the Foreground Information. This license is non-exclusive, perpetual, irrevocable, worldwide, fully-paid and royalty-free. The license cannot be restricted in any way by the Contractor providing any form of notice to the contrary, including the wording on any shrink-wrapped license attached to any deliverable.

4.01.02 For greater certainty, Elections Canada's license in the Background Information includes, but is not limited to:

- (a) the right to disclose the Background Information to third parties bidding on or negotiating contracts with Elections Canada and to sublicense or otherwise authorize the use of that information by any contractor engaged by Elections Canada solely for the purpose of carrying out such contracts. Elections Canada will require these third parties and contractors not to use or disclose that information except as may be necessary to bid, negotiate or carry out those contracts;
- (b) the right to disclose the Background Information to other governments for information purposes;
- (c) the right reproduce, modify, improve, develop or translate the Foreground Information and Background Information or have it done by a person hired by Elections Canada. Elections Canada, or a person designated by Elections Canada, will own the Intellectual Property Rights associated with reproduction, modification, improvement, development or translation.
- (d) without restricting the scope of any license or other right in the Background Information that Elections Canada may otherwise hold in relation to any custom-designed or custom-manufactured part of the Work, the right to use and disclose to a contractor engaged by Elections Canada the Background Information as the following purposes:
 - i. For the use, operation, maintenance, repair or overhaul of the custom-designed or custom-manufactured parts of the Work;

- ii. In the manufacturing of spare parts for maintenance, repair or overhaul of any custom-designed or custom-manufactured part of the Work by Elections Canada if those parts are not available on reasonable commercial terms to enable timely maintenance, repair or overhaul.

4.01.03 The Contractor agrees to make the Background Information, including in the case of Software, the source code, promptly available to Elections Canada for any purpose mentioned above. The license does not apply to any Software that is subject to detailed license conditions that are set out elsewhere in the Contract. Furthermore, in the case of commercial off-the-shelf software, the Contractor's obligation to make the source code promptly available to Elections Canada applies only to source code that is within the control of or can be obtained by the Contractor or any subcontractor.

Article 5 Contractor's Right to Grant Licence

5.01.01 The Contractor represents and warrants that it has the right to grant to Elections Canada the license and any other rights to use the Background Information. If the Intellectual Property Rights in any Background Information are owned by a subcontractor or any other third party, the Contractor must have a license from that subcontractor or third party that permits compliance with Article 4 or arrange, without delay, for the subcontractor or third party to grant promptly the required license directly to Elections Canada.

Article 6 - Waiver of Moral Rights

6.01.01 If requested by Elections Canada, during and after the Contract, the Contractor must provide a written permanent waiver of moral rights, as defined in the *Copyright Act*, R.S., 1985, c. C-42, from every author that contributes to any Foreground Information subject to copyright protection that is a deliverable to Elections Canada under the Contract. If the Contractor is an author of the Foreground Information, the Contractor permanently waives the Contractor's moral rights in that Foreground Information.

Annex
Supplemental Conditions
Personal Information

Article 1 Interpretation

1.01.01 In the Contract, unless the context otherwise requires,

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

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

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

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

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

Article 2 - Ownership of Personal Information and Records

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

Article 3 - Use of Personal Information

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

Article 4 - Collection of Personal Information

4.01.01 If the Contractor must collect Personal Information from a third party to perform the Work, the Contractor must only collect Personal Information that is required to perform

the Work. The Contractor must collect the Personal Information from the individual to whom it relates and the Contractor must inform that individual (at or before the time when it collects the Personal Information) of the following:

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

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

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

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

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

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

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

Article 6 - Safeguarding Personal Information

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

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

Article 7 - Appointment of Privacy Officer

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

Article 8 - Quarterly Reporting Obligations

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

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

Article 9 - Threat and Risk Assessment

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

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

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

Article 10 - Audit

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

Article 11 - Statutory Obligations

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

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

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

Article 13 - Legal Requirement to Disclose Personal Information

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

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

Article 14 - Complaints

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

Article 15 - Exception

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

Annex
Supplemental Conditions
Licensed Software

Article 1 Interpretation

Section 1.01 - Definition

1.01.01 In the Contract, unless the context otherwise requires,

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

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

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

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

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

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

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

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

Article 2 License Grant

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

Article 3 Ownership

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

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

Article 4 User License

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

Article 5 Device License

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

Article 6 Entity License

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

Article 7 Disabling Codes

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

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

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

Article 8 Software Documentation

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

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

Article 9 Media

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

Article 10 Term of License

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

Article 11 Acceptance

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

Article 12 Right to License

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

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

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

Article 13 Enhancements and Improvements

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

Article 14 Warranty

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

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

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

Article 15 Source Code Escrow

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

Article 16 Right to Modify and no Reverse Engineer

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

Article 17 Risk of Loss

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

Article 18 Destruction on Termination or Expiration

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

Annex
Supplemental Conditions
Maintenance and Support Services for Licensed Software

Article 1 Interpretation

Section 1.01 - Definition

1.01.01 In the Contract, unless the context otherwise requires,

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

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

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

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

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

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

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

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

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

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

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

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

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

Article 2 Software Error Correction Services

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

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

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

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

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

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

Article 3 Maintenance Releases

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

Article 4 Media

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

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

Article 5 Support Services

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

Article 6 Support Charges and On-site Services

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

Article 7 Elections Canada's Responsibilities

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

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

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

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

Article 8 Excluded Services

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

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



Annex H Fair Price Certificate

1. I, the undersigned, on behalf of _____ **[INSERT NAME OF SUPPLIER]** (the "Supplier") hereby certifies that as of the date of this certification, the price offered to Elections Canada for the **[INSERT GOOD OR SERVICES]**:
 - (a) is not in excess of the lowest price charged to anyone else, including the Supplier's most favoured customer, for the like quality and quantity of the goods, services or both;
 - (b) does not include an element of profit on the sale in excess of that normally obtained by the Supplier on the sale of goods, services or both of like quality and quantity, and
 - (c) does not include any provision for discounts to selling agents.

2. Attached to this certificate is evidence that the price proposed represents fair value in accordance with this certification:
 - (a) a copy of a paid invoice for similar goods/services in similar quantities and quality issued to another customer; or
 - (b) a copy of a signed contract showing pricing for similar goods/services of similar quantity and quality; or
 - (c) a copy of a pay slip confirming payment by another customer to the Supplier of specified rates or amounts for similar goods/services in similar quantities and quality; or
 - (d) a copy of the current published price list indicating the percentage discount available to Elections Canada; or
 - (e) a price breakdown showing the cost of direct labour, direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, etc., and profit;
 - (f) Other:

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

Dated this ____ day of _____, 20__.

Witness

Signature of Authorized Representative

Print Name of Witness

Print Name of Authorized Representative

Print Title of Authorized Representative



Online Survey Tool

Part 7

Technical Evaluation Criteria

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#	RATED TECHNICAL EVALUATION CRITERIA	MAX. POINTS
R1	Survey Management and Administration: Additional Capacity	/6 points
R2	Survey Design Interface: Additional Capacity	/2 points
R3	Email Invitation: Additional Capacity	/2 points
R4	Data Collection: Additional Capacity	/16 points
R5	Experience Providing a Hosted Online Survey Tool	/14 points

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#	RATED FUNCTIONALITY DEMONSTRATION	MAX. POINTS
RF1	Survey Management and Administration: Additional Functionality	/3 points
RF2	Survey Design Interface: Additional Functionality	/19 points
RF3	Survey Logic Features: Additional Functionality	/8 points
RF4	Question Types and Response Options: Additional Functionality	/9 points
RF5	Invitations: Additional Functionality	/6 points
RF6	Data Collection: Additional Functionality	/11 points
RF7	Analytics/Reporting: Additional Functionality	/2 points
RF8	Data Export: Additional Functionality	/2 points

- **TEMPLATE A – PROJECT REFERENCE TEMPLATE**

SECTION A – INSTRUCTIONS TO BIDDERS

1. In order to facilitate the evaluation of the proposal, EC requests that bidders address and present topics in the same order and with the same headings as the evaluation criteria. Bidders should clearly identify where each criterion is addressed in their proposal. To avoid duplication, bidders may refer to different sections of their proposals by identifying the specific paragraph and page number where the topic has already been addressed.
2. The bidder must address Tables A and B of the Evaluation Criteria in its written proposal. Table C reflects requirements for a Rated Functionality Demonstration.
3. For the Mandatory Evaluation Criteria in Table A and Rated Evaluation Criteria in Table B, the bidder is requested to “certify and thus confirm” that the requirement is met. This requires a statement in the bidder’s technical proposal confirming that it meets the respective requirements.
4. The Rated Functionality Demonstration should only be taken into consideration at phase 4 of RFP 4.4.2 (Basis of Selection) – Reference to Table C.

TABLE A – MANDATORY TECHNICAL EVALUATION CRITERIA

#	Mandatory Technical Evaluation Criteria	Scoring Methodology
M1	<p>Survey Management and Administration: Minimum Capacity</p> <p>The bidder must certify and thus confirm that its proposed online survey tool can be simultaneously usable and accessible to a minimum of 10 users that have the collective capacity to:</p> <ul style="list-style-type: none"> a) Store and access at least 100 surveys in system; and b) Have 25 surveys or more live at the same time. 	<input type="checkbox"/> Met <input type="checkbox"/> Not Met
M2	<p>Survey Design Interface: Minimum Capacity</p> <p>The bidder must certify and thus confirm that its proposed online survey tool can be simultaneously usable and accessible to a minimum of 10 users that have the capacity to:</p> <ul style="list-style-type: none"> a) Create surveys of 250 questions or more; and b) Produce mobile-friendly surveys across Android and Apple platforms and provide the same experience as the desktop version. 	<input type="checkbox"/> Met <input type="checkbox"/> Not Met
M3	<p>Email Invitation: Minimum Capacity</p> <p>The bidder must certify and thus confirm that the email servers for its proposed online survey tool can be simultaneously usable and accessible to a minimum of 10 users that have the collective capacity to send a minimum of 20,000 emails per month (e.g. invitations, reminders, etc.).</p>	<input type="checkbox"/> Met <input type="checkbox"/> Not Met
M4	<p>Data Collection: Minimum Capacity</p> <p>The bidder must certify and thus confirm that its proposed online survey tool is capable of handling a minimum of 100,000 survey respondents who access and respond to a single survey across a 30-day period.</p>	<input type="checkbox"/> Met <input type="checkbox"/> Not Met
M5	<p>Survey Management and Administration: Minimum Functionality</p> <p>The bidder must certify and thus confirm that its proposed online survey tool is capable of performing the following functionalities:</p>	<input type="checkbox"/> Met <input type="checkbox"/> Not Met

#	Mandatory Technical Evaluation Criteria	Scoring Methodology
	<ul style="list-style-type: none"> a) Project organization tools (e.g. project folders, archive/retrieve surveys); b) System control panel that allows users to manage the entire system according to their access privileges (i.e. including survey design, data collection, invitations, data exporting, analytics and reporting capabilities); and c) Password protect or assign permissions to access surveys by user/group of users (e.g. to control who can edit a particular survey, manage collection). 	
M6	<p>Survey Design Interface: Minimum Functionality</p> <p>The bidder must certify and thus confirm that its proposed online survey tool is capable of performing the following functionalities:</p> <ul style="list-style-type: none"> a) Mobile-friendly surveys across Android and Apple platforms with the same experience as the desktop version; b) Graphical user interface to design surveys; c) Bilingual surveys (i.e. English and French); d) Ability to see the Live preview and ability to test survey prior to fielding; e) Ability to customize the branding of surveys; f) Ability to format and style text and pages using the design interface and/or through access to the CSS stylesheet; g) Ability to insert page breaks, new page or question within a page; h) Ability to have pages that allow for text boxes, page headings, section headings, and buttons; i) Ability to customize end pages (e.g. completion, termination, redirect); j) Ability to customize button text; k) Ability to customize error messages; l) Ability to duplicate an existing survey; m) Ability to move and copy pages, questions and lists of response options within a survey; n) Ability to copy/save questions (including response options) for use across different surveys; o) Ability to use hyperlinked text in pages, questions and response options, which opens into a new window or tab when clicked; and p) Ability to insert image, audio and video objects into pages (linked, embedded and/or uploaded). 	<p><input type="checkbox"/> Met</p> <p><input type="checkbox"/> Not Met</p>
M7	<p>Survey Logic Features: Minimum Functionality</p>	<p><input type="checkbox"/> Met</p>

#	Mandatory Technical Evaluation Criteria	Scoring Methodology
	<p>The bidder must certify and thus confirm that its proposed online survey tool is capable of performing the following functionalities:</p> <ul style="list-style-type: none"> a) Ability to skip to a page/question; b) Survey branching supports use of multiple conditional statements (e.g. if respondent selects a response option, then respondent is asked a particular question); c) Ability to show/hide questions; d) Ability show/hide response options; e) Ability show/hide pages; f) Piping of selected response(s) into question text and response option text; g) Ability to define questions as response optional or required; h) Random and/or quota-based split-sampling (for A/B question testing); i) Ability to randomize/cycle the order of selected pages or questions; and j) Ability to randomize/cycle the order of response options, with ability to keep select options static. 	<input type="checkbox"/> Not Met
M8	<p>Question Types and Response Options: Minimum Functionality</p> <p>The bidder must certify and thus confirm that its proposed online survey tool is capable of performing the following functionalities:</p> <ul style="list-style-type: none"> a) Ability to use single response questions (e.g. yes/no, single-answer multiple choice); b) Ability to use questions that allow multiple responses (e.g. checkboxes) with the ability to define particular options as excluding any other choices (e.g. “none of the above” is exclusive); c) Ability to assign a minimum and/or maximum number of responses (e.g. select up to 3); d) Ability to use ranked response questions (e.g. first choice, second choice) with options to assign minimum and maximum number of responses; e) Ability to use open-ended text questions with ability to define single-line fields or multiple-line, expandable fields, as well as ability to customize the maximum character length limit; f) Ability to use text response fields that can be appended to any 	<input type="checkbox"/> Met <input type="checkbox"/> Not Met

#	Mandatory Technical Evaluation Criteria	Scoring Methodology
	<p>response(s) within a list of defined response options (e.g. “Other (please specify)” or “Yes (please describe)”);</p> <p>g) Ability to validate response format options (e.g. number, range, time, date, postal code);</p> <p>h) Ability to use a matrix/grid of questions, with ability to assign a fixed number or any number of responses that can be selected (e.g. single response, multiple response, select up to 3); and</p> <p>i) Ability to use a ranking grid (e.g. first choice, second choice, etc.).</p>	
M9	<p>Control of Respondent Experience: Minimum Functionality</p> <p>The bidder must certify and thus confirm that its proposed online survey tool is capable of performing the following functionalities:</p> <p>a) Ability to allow the option to require respondents to provide a code or password in order to access a survey;</p> <p>b) Ability to allow respondents to go forward and back through completed questionnaire pages without losing their progress in responding;</p> <p>c) Ability to control how long a respondent can spend on a page and/or the survey before their session time expires (including allowing unlimited time);</p> <p>d) Ability to allow respondents to save progress and return to complete the survey at a later time; and</p> <p>e) Ability to hide/show respondent’s progress toward completion (bar and/or percentage).</p>	<p><input type="checkbox"/> Met</p> <p><input type="checkbox"/> Not Met</p>
M10	<p>Invitations: Minimum Functionality</p> <p>The bidder must certify and thus confirm that its proposed online survey tool is capable of performing the following functionalities:</p> <p>a) Ability to send Survey invitations through secure email invite links;</p> <p>b) Ability to attach a User-defined short URL for each survey;</p> <p>c) Ability to connect a particular invitee to their survey response data (e.g. via email address, unique access code or access link);</p> <p>d) Ability to personalize and format custom email messages;</p> <p>e) Ability to merge address book fields and custom fields into email; (e.g. email address and name from a mail merge document)</p>	<p><input type="checkbox"/> Met</p> <p><input type="checkbox"/> Not Met</p>

#	Mandatory Technical Evaluation Criteria	Scoring Methodology
	<ul style="list-style-type: none"> f) Ability to customize “From/Reply-TO” email address and “From” name; g) Add email contacts individually and through bulk import of contact lists; h) Ability to save contact lists; i) Ability to send out test emails; j) Ability to send out reminder emails for incomplete and not yet started surveys; k) Ability to view status of emails sent in real time (opened, bounced, etc.); l) Ability to view status of survey by invited contact (e.g. not started, in progress, submitted, etc.); and m) Option for respondent to opt out of future emails that relate to a particular survey. 	
M11	<p>Data Collection: Minimum Functionality</p> <p>The bidder must certify and thus confirm that its proposed online survey tool is capable of performing the following functionalities:</p> <ul style="list-style-type: none"> a) Ability to collect all responses from a bilingual survey in a single dataset; b) Ability to allow for survey quota management; c) Ability to allow users to initiate the opening and closing of data collection, as well as suspend and re-open collection; d) Ability to create multiple data collectors per survey; e) Ability to collect IP address and origin; f) Ability to allow for anonymous data collection option; g) Ability to restrict to one completion per IP, access code, access link and/or email address; h) Ability to track and collect data on respondents’ route through the survey (e.g. completion time, time spent per question/page, and question order); and i) Ability to delete individual/bulk response options. 	<p><input type="checkbox"/> Met</p> <p><input type="checkbox"/> Not Met</p>
M12	<p>Analytics/Reporting: Minimum Functionality</p> <p>The bidder must certify and thus confirm that its proposed online survey tool is capable of performing the following functionalities:</p>	<p><input type="checkbox"/> Met</p> <p><input type="checkbox"/> Not Met</p>

#	Mandatory Technical Evaluation Criteria	Scoring Methodology
	<ul style="list-style-type: none"> a) Ability to view/report summary tracking statistics (e.g. daily tracking, survey completion time); b) Ability to use drop-out analytics; c) Ability to view/report summary results as tabular data (counts, frequencies, percentages) and in graphic format (charts, graphs) as responses are collected; d) Ability to generate printable and saveable reports of tables, charts and graphs; e) Ability to view and print responses at the respondent level. 	
M13	<p>Data Export: Minimum Functionality</p> <p>The bidder must certify and thus confirm that its proposed online survey tool is capable of performing the following functionalities:</p> <ul style="list-style-type: none"> a) Dataset exportable to SPSS, MS Excel, and delimited text formats (e.g. CSV); b) Exported SPSS datasets include coded and labelled variables and values, as well as respondent tracking variables; c) Ability to export survey questionnaire to PDF, MS Word and/or rich text format; and d) Ability to export invitation list/records to delimited text or MS Excel. 	<ul style="list-style-type: none"> <input type="checkbox"/> Met <input type="checkbox"/> Not Met

TABLE B – RATED TECHNICAL EVALUATION CRITERIA

#	Rated Technical Evaluation Criteria	Max. Points
R1	<p>Survey Management and Administration: Additional Capacity</p> <p>In addition to M1The bidder should certify and thus confirm the maximum capacity that its proposed online survey tool will provide to a minimum of 10 simultaneous users, in terms of:</p> <p>(a) The number of surveys that users can store and access in the system; and (b) The number of surveys that users can have live and actively collecting data at the same time.</p> <p><u>Scoring methodology</u></p> <p>The bidder will receive up to six points as follows:</p> <p><u>Store and access surveys in system:</u></p> <ul style="list-style-type: none"> • Store and access 300 or more surveys in system (4 points); • Store and access 200 to 299 surveys in system (2 points); • Store and access 101 to 199 surveys in system (1 point). <p><u>Surveys live at the same time:</u></p> <ul style="list-style-type: none"> • Have 100 surveys or more live at the same time (2 points); • Have 50 to 99 surveys live at the same time (1 point); • Have 26 to 49 surveys live at the same time (0.5 points). 	/6 points
R2	<p>Survey Design Interface: Additional Capacity</p> <p>In addition to M2, The bidder should certify and thus confirm the maximum capacity that its proposed online survey tool will provide users, in terms of the number of questions that can be built into a single survey.</p> <p><u>Scoring methodology</u></p> <p>The bidder will receive up to 2 points based on the number of questions that can be built into a single survey as follows:</p>	/2 points

#	Rated Technical Evaluation Criteria	Max. Points
	<ul style="list-style-type: none"> • 500 or more questions (2 points) • 350 to 499 questions (1 point) • 251 to 349 questions (0.5 points) 	
R3	<p>Email Invitation: Additional Capacity</p> <p>In addition to M3, The bidder should certify and thus confirm the maximum number of emails that users will be able to collectively send per month via the email servers made available by the proposed online survey tool.</p> <p><u>Scoring methodology</u></p> <p>The bidder will receive up to 2 points based on the maximum number of emails that users will be able to collectively send per month as follows:</p> <ul style="list-style-type: none"> • 50,000 emails or more (2 points) • 35,000 to 49,999 emails (1 point) • 20,001 to 34,999 emails (0.5 points) 	/2 points
R4	<p>Data Collection: Additional Capacity</p> <p>In addition to M4, The bidder should certify and thus confirm the maximum capacity of its proposed online survey tool in terms of the number of respondents who will be able to access and respond to a single survey over a 30-day period.</p> <p><u>Scoring methodology</u></p> <p>The bidder will receive up to 16 points based on capacity for the number of respondents to a single survey over a 30-day period as follows:</p> <ul style="list-style-type: none"> • 1,000,000 respondents or more (16 points) • 900,000 to 999,999 respondents (14 points) • 800,000 to 899,999 respondents (12 points) • 700,000 to 799,999 respondents (10 points) • 600,000 to 699,999 respondents (8 points) • 500,000 to 599,999 respondents (6 points) • 400,000 to 499,999 respondents (5 points) • 300,000 to 399,999 respondents (4 points) • 200,000 to 299,999 respondents (3 point) • 100,001 to 199,999 respondents (2 points) 	/16 points

#	Rated Technical Evaluation Criteria	Max. Points
R5	<p>Experience Providing an Online Survey Tool</p> <p>The bidder should demonstrate that it has recent experience providing its proposed online survey tool to up to three medium-sized organizations — each for a period of 12 consecutive months or longer.</p> <p>“Recent experience” means within the last five years of the RFP closing date.</p> <p>“Medium-sized organization” means 300 employees or more, and includes public and/or private sector entities.</p> <p>“Public sector” means organizations and entities that are part of any governmental structure (federal, provincial, municipal) and that are not controlled by individuals, voluntary organizations or private companies.</p> <p>“Private sector” means organizations that are not part of any governmental structure, including for-profit and not-for-profit organizations, formal and informal structures, commerce, industry, private emergency response organizations and private voluntary organizations.</p> <p><u>Submission requirement</u></p> <p>The bidder should demonstrate that it meets the requirement by providing one project description for up to three client organizations, as described above, using the attached Template A - Project Reference Template.</p> <p>Each project description should include the following:</p> <ul style="list-style-type: none"> a) Name and type (public or private sector) of the client organization; b) Number of employees and number of survey tool users; c) Name of the contact in the client organization; d) Nature of the client organization; e) Start and end dates (month-year format) of the project (i.e. that the organization was a client and used the proposed online survey tool); and f) Brief description of the work performed. <p><u>Scoring methodology</u></p> <p>The bidder will receive up to 14 points as follows:</p> <ul style="list-style-type: none"> • Three project descriptions (14 points); • Two project descriptions (8 points); • One project description (4 points). 	/14 points
MAXIMUM POINTS AVAILABLE = 40 POINTS		
MINIMUM PASS MARK (70%) = 28 POINTS		

TABLE C – RATED FUNCTIONALITY DEMONSTRATION

Prior to contract award, the bidder may be requested to provide a demonstration remotely via Webex to demonstrate additional, rated functionalities under Table C of the Technical Evaluation Criteria.

The bidder's demonstration must be conducted at no cost to EC and will take place remotely via Webex.

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

Despite the written bid, if EC determines during a demonstration that the bidder's proposed solution does not meet the requirements of this bid solicitation, the bid will be declared non-responsive.

Guidelines

1. The bidder should demonstrate how its proposed online survey tool addresses the Rated Functionalities identified in Table C.
2. The following applies for the demonstration:
 - a. The demonstration must be conducted by the bidder's personnel who will be fully accountable for the outcome of the Functionality Demonstration. Other bidder team members and subcontractors may be present.
 - b. Screenshots, PowerPoint presentations, etc. are not permitted as an equivalent for the Functionality Demonstration.
 - c. Any innovative or additional desired functionality that the bidder has proposed as value to Elections Canada can be incorporated during the Functionality Demonstration.
 - d. The bidder is required to provide any bidder-specific configuration information to EC at least two business days prior to the Functionality Demonstration.
3. During the bidder's Functionality Demonstration, Elections Canada will only be observing; no questions will be asked or answered except for clarification to confirm what was demonstrated.
4. If a technical problem is encountered and is EC related, the bidder will be provided makeup time equivalent to the time lost to complete the demonstration. Determination of responsibility for problems and their resolution is solely at the Contracting Authority's discretion.
5. The bidder must provide a written description of its demonstration one week prior to its scheduled Functionality Demonstration date. Failure to submit this description will deem the bidder as non-responsive and will receive no further consideration.

#	Rated Functionality Demonstration	Max. Points
RF1	<p>Survey Management and Administration: Additional Functionality</p> <p>The bidder should demonstrate that its proposed online survey tool is capable of performing the following functionality:</p> <ul style="list-style-type: none"> a) Bilingual (French and English) system user interface options (i.e. toggle menu language) <p><u>Scoring methodology</u></p> <p>The bidder will receive 3 points as follows:</p> <ul style="list-style-type: none"> • Bilingual (French and English) system user interface options (i.e. toggle menu language) (3 points). 	/3 points
RF2	<p>Survey Design Interface: Additional Functionality</p> <p>The bidder should demonstrate that its proposed online survey tool is capable of performing the following functionalities:</p> <ul style="list-style-type: none"> a) Add, insert and move survey objects (e.g. questions, pages) via drag and drop; b) Re-order lists of response options in editing (e.g. move up/down, sort alphabetically); c) Bulk translate surveys via imported plain text file or MS Word document; d) Bulk importing of questions plus response options from another format (plain text, MS Word, Excel, etc.); e) Copy/save lists of response options for use across different questions and surveys; and f) Attach hyperlinks to image, audio and video objects. <p><u>Scoring methodology</u></p> <p>The bidder will receive up to 19 points as follows:</p> <ul style="list-style-type: none"> • Add, insert and move survey objects (e.g. questions, pages) via drag and drop (2 points); • Re-order lists of response options in editing (e.g. move up/down, sort alphabetically) (4 points); 	/19 points

#	Rated Functionality Demonstration	Max. Points
	<ul style="list-style-type: none"> • Bulk translate surveys via imported plain text file or MS Word document (4 points); • Bulk importing of questions plus response options from another format (plain text, MS Word, Excel, etc.) (4 points); • Copy/save lists of response options for use across different questions and surveys (4 points); • Attach hyperlinks to image, audio and video objects (1 point). 	
RF3	<p>Survey Logic Features: Additional Functionality</p> <p>The bidder should demonstrate that its proposed online survey tool is capable of performing the following functionalities:</p> <ol style="list-style-type: none"> a) Skip to a random page or question within a defined set of pages/questions; and b) Looping/repeating questions. <p><u>Scoring methodology</u></p> <p>The bidder will receive up to 8 points as follows:</p> <ul style="list-style-type: none"> • Skip to a random page or question within a defined set of pages/questions (4 points); • Looping/repeating questions (4 points). 	/8 points
RF4	<p>Question Types and Response Options: Additional Functionality</p> <p>The bidder should demonstrate that its proposed online survey tool is capable of performing the following functionalities:</p> <ol style="list-style-type: none"> a) Define own question identifiers/variable names and response value codes for exporting into datasets; b) Dropdown lists for responses; c) Piping of typed response(s) from text fields into question text and response option text; d) Scored questions; and e) Image choice questions. <p><u>Scoring methodology</u></p>	/9 points

#	Rated Functionality Demonstration	Max. Points
	<p>The bidder will receive up to 9 points as follows:</p> <ul style="list-style-type: none"> • Define own question identifiers/variable names and response value codes for exporting into datasets (4 points); • Dropdown lists for responses (1 point); • Piping of typed response(s) from text fields into question text and response option text (1 point); • Scored questions (2 points); • Image choice questions (1 point). 	
RF5	<p>Invitations: Additional Functionality</p> <p>The bidder should demonstrate that its proposed online survey tool is capable of performing the following functionalities:</p> <ol style="list-style-type: none"> a) Generate unique access codes or unique access links for each invitee to a survey (allowing tracking of responses without use of email); and b) Schedule sending of email invitations and reminders. <p><u>Scoring methodology</u></p> <p>The bidder will receive up to 6 points as follows:</p> <ul style="list-style-type: none"> • Generate unique access codes or unique access links for each invitee to a survey (allowing tracking of responses without use of email) (4 points); • Schedule sending of email invitations and reminders (2 points). 	/6 points
RF6	<p>Data Collection: Additional Functionality</p> <p>The bidder should demonstrate that its proposed online survey tool is capable of performing the following functionalities:</p> <ol style="list-style-type: none"> a) Schedule opening and closing of data collectors; b) Survey can be deployed in kiosk mode (e.g. put on a tablet that can be handed to any respondent); c) Pre-populate data to tailor survey logic and/or pre-fill responses for particular respondents; and d) Add responses from external dataset (e.g. responses collected offline). 	/11 points

#	Rated Functionality Demonstration	Max. Points
	<p><u>Scoring methodology</u></p> <p>The bidder will receive up to 11 points as follows:</p> <ul style="list-style-type: none"> • Schedule opening and closing of data collectors (1 point); • Survey can be deployed in kiosk mode (e.g. put on a tablet that can be handed to any respondent) (4 points); • Pre-populate data to tailor survey logic and/or pre-fill responses for particular respondents (4 points); • Add responses from external dataset (e.g. responses collected offline) (2 points). 	
RF7	<p>Analytics/Reporting: Additional Functionality</p> <p>The bidder should demonstrate that its proposed online survey tool is capable of performing the following functionalities:</p> <ol style="list-style-type: none"> a) Filter report data using multiple conditions (e.g. filter by completion status plus a demographic characteristic); and b) Basic text analysis. <p><u>Scoring methodology</u></p> <p>The bidder will receive up to 2 points as follows:</p> <ul style="list-style-type: none"> • Filter report data using multiple conditions (e.g. filter by completion status plus a demographic characteristic) (1 point); • Basic text analysis (1 point). 	/2 points
RF8	<p>Data Export: Additional Functionality</p> <p>The bidder should demonstrate that its proposed online survey tool is capable of performing the following functionality:</p> <ol style="list-style-type: none"> a) Export reports to MS PowerPoint and/or PDF. <p><u>Scoring methodology</u></p>	/2 points

#	Rated Functionality Demonstration	Max. Points
	The bidder will receive up to 2 points as follows: <ul style="list-style-type: none"><li data-bbox="331 394 1101 428">• Export reports to MS PowerPoint and/or PDF (2 points).	
MAXIMUM POINTS AVAILABLE = 60 POINTS		
MINIMUM PASS MARK (70%) = 42 POINTS		

TEMPLATE A – CLIENT REFERENCE TEMPLATE

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



Online Survey Tool

Part 8

Financial Evaluation Proposal Table

FINANCIAL PROPOSAL

INSTRUCTIONS TO BIDDERS

1. The sum of the totals of Tables 1 and 2 below will be the bidder's total bid evaluation price;
2. The Contractor will be paid a firm all-inclusive unit price for each subscription user license;
3. All licenses include warranty and maintenance and support services for a period of one (1) year.
4. The Bidder should submit their financial bid in accordance with the Basis of Payment. The prices specified, when quoted by the Bidder, include all of the requirements defined in the Annex A Statement of Work.
5. Bidders must quote prices in Canadian funds, taxes extra as applicable, for the provision of goods and/or services outlined in Annex A: Statement of Work.

TABLE 1. Initial Term – Effective date of the Contract to March 31, 2021

Product Description	Quantity	Firm Unit Price	Extended Price
Hosted Online Survey Solution - online survey software license for a 16-month period	1	(Bidder to insert)	(Bidder to insert)
User accounts for personnel	12	(Bidder to insert)	(Bidder to insert)
Product Description			
			Extended Price
Warranty and continual technical/customer support			(Bidder to insert)
Initial training for personnel.			(Bidder to insert)
Total			(Bidder to insert)

TABLE 2. Option Year Pricing

Product Description		Firm Unit Price
For access to the Hosted Online Survey Solution, as described in Table 1, including an online survey software license, user accounts for personnel, warranty, and continual technical/customer support, as detailed in Annex A - Statement of Work.		
1	Option Year 1: Hosted Online Survey Solution as per Description - April 1, 2021 to March 31, 2022	(Bidder to insert)
2	Option Year 2: Hosted Online Survey Solution as per Description – April 1, 2022 to March 31, 2023	(Bidder to insert)
3	Option Year 3: Hosted Online Survey Solution as per Description – April 1, 2023 to March 31, 2024	(Bidder to insert)
4	Additional training for personnel, if needed	(Bidder to insert)



Online Survey Tool

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 Online Survey Tool 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. Status and Availability of Resources

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

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

- 4.1. The Bidder hereby certifies that it has reviewed the requirements of this RFP, the resulting contract clauses and, in particular, the requirements concerning the protection of personal information. The Bidder also certifies that it will comply with those terms and ensure that personal information that is managed, accessed, collected, used, disclosed, retained, received, created, or disposed of in order to fulfil the requirements of the Contract shall be treated in

accordance with the *Privacy Act*, R.S. 1985, c. P-21, the *Personal Information Protection and Electronic Documents Act*, 2000, c. 5, and Treasury Board privacy policies.

5. General

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

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

Signature of the Authorized Representative of Bidder

Date

Print Name of Authorized Representative of Bidder:

Print Title of Authorized Representative of Bidder:
