



REQUEST FOR PROPOSAL

Procurement and Contracting Services

30 Victoria Street
Gatineau, Quebec, K1A 0M6

FILE NO.	
ECBH-RFP-2021-0381	
TITLE:	ISSUE DATE:
Managed Hosting Services	November 23, 2021

CLOSING DATE:	ADDRESS QUESTIONS TO:
January 18, 2022 at 2:00PM (Gatineau time)	Brandon Hua 873-415-0459 proposition-proposal@elections.ca

SUBMIT PROPOSALS TO: ELECTIONS CANADA PROPOSAL RECEIVING UNIT	
<p>Option 1: epost Connect™</p> <p>For any proposal submitted using epost Connect, the email address is:</p> <p>proposition-proposal@elections.ca</p> <p>Proposals will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Part 2, or to send proposals through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.</p> <p>Requests to open an epost Connect conversation should be sent at least six Business Days prior to the RFP closing date.</p>	<p>Option 2: Business Centre</p> <p>30 Victoria Street Gatineau, Quebec, K1A 0M6</p> <p>The Business Centre is open from 8:00 a.m. to noon and 1:00 p.m. to 4:00 p.m. Monday to Friday and closed on all statutory holidays.</p>

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

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 – Certifications and Additional Information

Annex A – Proposal Submission Form

Part 7 – Resulting Contract

Annex A – Statement of Work

Annex B – Pricing Table

Annex C – Supplemental Conditions – Licensed Software

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

Annex E – General Conditions – Services

Part 8 – Technical Evaluation Criteria

Part 9 – Financial Proposal Pricing Table

Attachment 1 to Part 9 – Financial Proposal Template

PART 1 – GENERAL INFORMATION

1.1 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.

1.2 Definitions

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

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.

1.3 Summary

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

1.3.1 Requirement

The requirement is detailed in the Statement of Work.

1.3.2 Period of the Contract

- (a) The Contract period is from the Effective Date of the Contract until February 24, 2023.
- (b) The bidder grants to Elections Canada the irrevocable option to extend the period of the Contract by two (2) additional periods of one (1) year 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

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO–GPA), the North American Free Trade Agreement (NAFTA), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), the Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP), the Canadian Free Trade Agreement (CFTA), the Canada-Chile Free Trade Agreement (CCFTA), the Canada-Colombia Free Trade Agreement, the Canada-Honduras Free Trade Agreement, the Canada-Korea Free Trade Agreement, the Canada-Ukraine Free Trade Agreement (CUFTA), the Canada-Panama Free Trade Agreement and the Canada-Peru Free Trade Agreement (CPFTA).

PART 1 – GENERAL INFORMATION

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 – BIDDER INSTRUCTIONS

2.1 Instructions, Clauses and Conditions

Bidders who submit a proposal agree to be bound by the instructions, clauses and conditions of this RFP and accept the clauses and conditions of the resulting Contract attached as Part 7 to this RFP.

2.2 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.

2.3 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](https://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](#).

2.4 Submission of Proposals

2.4.1 Elections Canada requires that the bidder or the authorized representative of the bidder complete and sign the bid submission form and submit such form 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 2.21. If the bid submission form 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) submit a complete proposal in accordance with the instructions contained in the RFP by the RFP closing date and time;
- (c) send its proposal only to the Elections Canada Proposal Receiving Unit specified on the first page of this RFP;
- (d) ensure that the bidder's name and return address, the RFP number, and the RFP closing date and time are clearly visible on the proposal; and,
- (e) 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

PART 2 – BIDDER INSTRUCTIONS

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 90 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.C. 1985](#), c. A-1 and the [Privacy Act, R.S.C 1985 c. P-21](#).
- 2.4.7 Unless specified otherwise in the RFP, Elections Canada will evaluate only the documentation provided with a bidder's proposal. Elections Canada will not evaluate information such as references to Web site addresses where additional information can be found, or technical manuals or brochures not submitted with the proposal.
- 2.4.8 A proposal cannot be assigned or transferred in whole or in part.

2.5 Transmission by Facsimile and Email

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

2.6 epost Connect

- 2.6.1 To submit a proposal using the epost Connect service, the bidder must either:
- (a) send directly its proposal only to the specified Elections Canada Proposal Receiving Unit, using its own licensing agreement for epost Connect provided by the Canada Post Corporation (CPC); or
 - (b) send as early as possible, and in any case, at least six Business Days prior to the RFP closing date and time (in order to ensure a response), an email that includes the solicitation number to the specified Elections Canada Proposal Receiving Unit requesting to open an epost Connect conversation. Requests to open an epost Connect conversation received after that time may not be answered.

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- 2.6.2 If the bidder sends an email requesting epost Connect service to the Elections Canada Proposal Receiving Unit, an officer of the Elections Canada Proposal Receiving Unit will then initiate an epost Connect conversation. The epost Connect conversation will create an email notification from CPC prompting the bidder to access and action the message within the conversation. The bidder will then be able to transmit its proposal afterward at any time prior to the RFP closing date and time.
- 2.6.3 If the bidder is using its own licensing agreement to send its proposal, the bidder must keep the epost Connect conversation open until at least 30 Business Days after the RFP closing date and time.
- 2.6.4 The RFP number should be identified in the epost Connect message field of all electronic transfers.
- 2.6.5 It should be noted that the use of epost Connect service requires a Canadian mailing address. Should a bidder not have a Canadian mailing address, they may use the Elections Canada Proposal Receiving Unit address specified in the RFP in order to register for the epost Connect service.
- 2.6.6 For proposals transmitted by epost Connect service, Elections Canada will not be responsible for any failure attributable to the transmission or receipt of the proposal including, but not limited to, the following:
- (a) receipt of a garbled, corrupted or incomplete proposal;
 - (b) availability or condition of the epost Connect service;
 - (c) incompatibility between the sending and receiving equipment;
 - (d) delay in transmission or receipt of the proposal;
 - (e) failure of the bidder to properly identify the proposal;
 - (f) illegibility of the proposal;
 - (g) security of proposal data; or,
 - (h) inability to create an electronic conversation through the epost Connect service.
- 2.6.7 The Elections Canada Proposal Receiving Unit will send an acknowledgement of receipt of proposal document(s) via the epost Connect conversation, regardless of whether the conversation was initiated by the supplier using its own license or the Elections Canada Proposal Receiving Unit. This acknowledgement will confirm only the receipt of proposal document(s) and will not confirm if the attachments may be opened nor if the content is readable.
- 2.6.8 Bidders must ensure that they are using the correct email address for the Elections Canada Proposal Receiving Unit when initiating a conversation in epost Connect or communicating with the Elections Canada Proposal Receiving Unit and should not rely on the accuracy of copying and pasting the email address into the epost Connect service.

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2.6.9 A proposal transmitted by epost Connect service constitutes the formal proposal of the bidder and must be submitted in accordance with Section 2.4.

2.7 Late Proposals

2.7.1 Elections Canada will return or delete proposals delivered after the stipulated RFP closing date and time, unless they qualify as a delayed proposal as described in Section 2.8.

2.7.2 For late proposals submitted using means other than the CPC's epost Connect service, the physical proposal will be returned.

2.7.3 For proposals submitted electronically, the late proposals will be deleted. As an example, proposals submitted using CPC's epost Connect service, conversations initiated by the Elections Canada Proposal Receiving Unit via the epost Connect service pertaining to a late proposal, will be deleted. Records will be kept documenting the transaction history of all late proposals submitted using epost Connect.

2.8 Delayed Proposals

2.8.1 A proposal delivered to the Elections Canada 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 CPC (or national equivalent of a foreign country). Purolator Inc. is not considered to be part of CPC for the purposes of delayed proposals.

(a) The only pieces of evidence relating to a delay in the CPC system that are acceptable to Elections Canada are:

- i. a CPC cancellation date stamp;
- ii. a CPC Priority Courier bill of lading; or
- iii. 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 and time; or

(b) The only piece of evidence relating to a delay in the epost Connect service provided by CPC system that is acceptable to Elections Canada is a CPC epost Connect service date and time record indicated in the epost Connect conversation history that clearly indicates that the proposal was sent before the RFP closing date and time.

2.8.2 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.

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

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2.9 Delayed Proposal When Using Courier Companies

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 2.8.

2.10 Customs Clearance

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 2.8.

2.11 Legal Capacity

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.

2.12 Rights of Elections Canada

2.12.1 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.

2.13 Communication – Solicitation Period

2.13.1 To ensure the integrity of the competitive procurement process, questions 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 2.14 **Error! Reference source not found.**, questions received and the answers to such questions

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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 questions.

- 2.13.3 In the event that a dispute, conflict or misunderstanding between a bidder and the Contracting Authority arises during the procurement process, the bidder's recourse to address such dispute, conflict or misunderstanding is to contact the Elections Canada Chief Procurement Officer at Robert.Ashton@elections.ca.

2.14 Questions

- 2.14.1 All questions must be submitted in writing to the Contracting Authority no later than ten Business Days before the RFP closing date. Questions received after that time may not be answered.

- 2.14.2 Bidders should reference as accurately as possible the numbered item of the RFP to which the question 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 questions 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 question 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 question can be answered with copies to all bidders. Questions not submitted in a form that can be distributed to all bidders may not be answered by Elections Canada.

2.15 Conduct of Evaluation

- 2.15.1 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;

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- (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.

2.15.2 Bidders must comply with any request related to any of the items listed in subsection 2.15.1 within the delay prescribed in such request. Failure to comply with the request may result in the proposal being declared non-responsive.

2.16 Rejection of Proposal

2.16.1 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 the bidder has made a false claim or is not in compliance with the certifications provided to Elections Canada in Section 6 of this RFP;
- (d) evidence, satisfactory to Elections Canada, that based on past conduct or behaviour, the bidder, a subcontractor or a person who is to perform the Work is unsuitable or has conducted themselves improperly;
- (e) with respect to current or prior transactions with the Government of Canada:
 - i. 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
 - ii. 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.

2.16.2 Where Elections Canada intends to reject a proposal pursuant to a provision of subsection 2.16.1, 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.

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- 2.16.3 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.

2.17 Conflict of Interest – Unfair Advantage

- 2.17.1 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.
- 2.17.2 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 2.17.1(a) and (b).
- 2.17.3 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.

2.18 Proposal Costs

- 2.18.1 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.

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2.19 Price Justification

- 2.19.1 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.
- 2.19.2 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 2.19.1. Failure to comply with the request within such delay may result in the proposal being declared non-responsive.

2.20 Former Public Servant

- 2.20.1 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 before contract award. If the answer to the questions and, as applicable the information required have 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 information. Failure to comply with Elections Canada's request and meet the requirement within the prescribed time frame will render the proposal non-responsive.
- 2.20.2 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.C., 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

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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.C., 1985, c. P-36, and any increases paid pursuant to the *Supplementary Retirement Benefits Act*, R.S.C., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the *Canadian Forces Superannuation Act*, R.S.C., 1985, c. C-17, the *Defence Services Pension Continuation Act*, R.S.C, 1970, c. D-3, the *Royal Canadian Mounted Police Pension Continuation Act*, R.S.C. 1970, c. R-10, and the *Royal Canadian Mounted Police Superannuation Act*, R.S.C, 1985, c. R-11, the *Members of Parliament Retiring Allowances Act*, R.S.C, 1985, c. M-5, and that portion of pension payable to the *Canada Pension Plan Act*, R.S., 1985, c. C-8.

2.20.3 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(s) of FPS;
- (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.

2.20.4 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 FPS;
- (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.

2.20.5 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 applicable taxes.

2.21 Joint Venture

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- 2.21.1 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.
- 2.21.2 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.
- 2.21.3 The bid submission form 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.
- 2.22 Applicable Laws**
- 2.22.1 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.
- 2.22.2 Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their proposal, by indicating in their proposal the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the laws of Ontario are acceptable to the bidder.

PART 3 – PROPOSAL PREPARATION INSTRUCTIONS

3.1 Proposal Preparation Instructions

3.1.1 Elections Canada requests that bidders provide their proposal in separate documents as follows:

- (a) In the case of proposals delivered in-person or by mail, each section should be separately bound and sealed. Bidders are requested to provide the following number of copies:

Section I: Technical Proposal (1 hard copy and 1 soft copy on USB)

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

Section III: Certifications and Additional Information (1 hard copy)

In the event that a bidder fails to provide the number of copies required, 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.

- (b) In the case of proposals delivered through the epost Connect service, each section listed in (a) should be saved as a separate electronic file in MS Word, MS Excel or PDF format.

The epost Connect service has a limit of 1GB per single message posted and a limit of 20GB per conversation.

The bidder should adhere to the following naming conventions for each document by indicating:

- i. the RFP number;
- ii. the name of the bidder; and
- iii. the section the document relates to.

For Example: ECXX-RFP-20-0123_ABC Company_Section I - Technical Proposal

3.1.2 If there is a discrepancy between the wording of the soft copy on electronic media and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

3.1.3 If the bidder is simultaneously providing copies of its proposal using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through the epost Connect service, the wording of the electronic copy provided through the epost Connect service will have priority over the wording of the other copies.

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

3.1.5 Elections Canada requests that bidders follow the format instructions described below in the preparation of their proposal:

PART 3 – PROPOSAL PREPARATION INSTRUCTIONS

- (a) use 8.5 x 11 inch (216 mm x 279 mm) page size; and
- (b) use a numbering system that corresponds to the RFP.

3.1.6 To assist in reaching the objective set out in the [Policy on Green Procurement](#), bidders are encouraged to:

- (a) Submit proposals electronically, whenever feasible;
- (b) If printing, use paper containing fibre certified as originating from a sustainably managed forest and/or containing a minimum 30% recycled content; and
- (c) If printing, 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 8 – 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 8 – 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 9 – Financial Proposal Pricing Table. The total amount of applicable sales tax must be shown separately, if applicable.

3.4 Section III – Certifications and Additional Information

Bidders must submit the certifications and additional information required under **Error! Reference source not found.** - **Error! Reference source not found.**

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 8 – Technical Evaluation Criteria.
- 4.2.2 The rated technical evaluation criteria are set out in Table B of Part 8 – Technical Evaluation Criteria.

4.3 Financial Evaluation

Bidders must submit their financial proposal in accordance with Part 9 – Financial Proposal Pricing Table. Failure to abide with this condition will result in a proposal being considered non-responsive.

4.4 Basis of Selection

- 4.4.1 A proposal must comply with all the requirements of the RFP and meet all mandatory technical evaluation criteria. If it is determined that a proposal does not comply with any of the requirements of the RFP, such proposal will be declared non-responsive and will not be given further consideration. The responsive proposal with the lowest evaluated price will be considered for award of a contract.
- 4.4.2 The evaluation and selection process will be conducted in the following phases:
 - Phase 1 – Mandatory Technical Evaluation
 - Phase 2 – Rated Technical Evaluation
 - Phase 3 – Financial Evaluation
 - Phase 4 – Determination of Highest Ranked Bidder

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

4.4.3 Phase 1 – Mandatory Technical Evaluation

In Phase 1, all proposals will be evaluated for their compliance with the mandatory technical evaluation criteria set out in Part 8 – Technical Evaluation Criteria. Any proposal that fails to meet any of the

PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

mandatory technical evaluation criteria will be declared non-responsive and will not be given further consideration.

4.4.4 Phase 2 – Rated Technical Evaluation

In Phase 2, the proposals that are declared responsive in Phase 1 will be evaluated against the rated technical evaluation criteria set out in Part 8 – Technical Evaluation Criteria (the “Phase 2 proposal”).

If any Phase 2 proposal does not obtain the required minimum of 60 percent overall of the points for the technical evaluation criteria which are subject to point rating, such proposal will be declared non-responsive and will not be given further consideration. The rating is performed on a scale of 40 points.

4.4.5 Phase 3 – Financial Evaluation

In Phase 3, the financial evaluation will be conducted against the proposals that are declared responsive in Phases 1 and 2.

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

4.4.6 Phase 4 – Determination of Highest Ranked Bidder

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

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

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

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

PART 5 – SECURITY, FINANCIAL AND OTHER REQUIREMENTS

5.1 Insurance Requirements

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

5.2 Condition of Material

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

PART 6 – CERTIFICATIONS AND ADDITIONAL INFORMATION

- 6.1** Bidders must provide the required certifications and additional information, including all annexes required under Part 6, to be awarded a contract. Elections Canada will declare a proposal non-responsive if the required certifications and additional information are not completed and submitted as requested.
- 6.2** 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.
- 6.3** The certifications and additional information should be completed and submitted with the proposal but may be submitted afterwards. If the certifications and additional information are 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.
- 6.4 Independent Proposal**
- 6.4.1 By submitting a proposal, the bidder certifies that:
- (a) they have read and understand the contents of **Error! Reference source not found. – Error! Reference source not found.**;
 - (b) they understand that the proposal will be disqualified if any of the certifications are found not to be true and complete in every respect;
 - (c) 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;
 - (d) for the purpose of this certification and the proposal. they 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;
 - (e) the bidder has:

PART 6 – CERTIFICATIONS AND ADDITIONAL INFORMATION

- i. arrived at the proposal independently from, and without consultation, communication, agreement or arrangement with, any competitor; or,
 - ii. 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 complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultation, communications, agreements or arrangements;
- (f) in particular, without limiting the generality of subparagraphs (e)i. or (e)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 (e)ii. above:
- (g) 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 (e)ii. above;
- (h) 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 (e)ii. above.

6.5 Federal Contractor's Program for Employment Equity

- 6.5.1 By submitting a proposal, the bidder certifies that the bidder, and any of the bidder's members if the bidder is a joint venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available from the [Employment and Social Development Canada \(ESDC\)](#) website.
- 6.5.2 Elections Canada will have the right to declare a proposal non-responsive if the bidder, or any member of the bidder if the bidder is a joint venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

6.6 Integrity Provisions

PART 6 – CERTIFICATIONS AND ADDITIONAL INFORMATION

- 6.6.1 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 certifications contemplated in this Section 6.6.1 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.
- 6.6.2 By submitting a proposal, the bidder certifies that no one convicted under any of the provisions under paragraphs 6.6.2 (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. sections 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:

PART 6 – CERTIFICATIONS AND ADDITIONAL INFORMATION

- 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).
- 6.6.3 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.
- 6.6.4 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 **Error! Reference source not found.** (c) to (g), or with an affiliate who has been convicted of an offence enumerated under paragraphs 6.6.2 (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;

PART 6 – CERTIFICATIONS AND ADDITIONAL INFORMATION

- (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.

- 6.6.5 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](#).
- 6.6.6 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.
- 6.6.7 The bidder acknowledges and agrees that the certifications contemplated must remain valid during the period of the Contract arising from this RFP.

PART 7 – RESULTING CONTRACT CLAUSES

Article 1 Interpretation

Section 1.01 Definitions

1.01.01 In the Contract, unless the context otherwise requires:

“Business Day”	means a day other than a Saturday, Sunday or statutory holiday in the province of Quebec;
“Effective Date”	means the date stated as the “Date of the Contract” on the first page of the Contract;
“General Conditions”	means the general conditions for services attached hereto as Annex E;
“Initial Term”	has the meaning ascribed to in Section 3.01;
“Pricing Table”	means the table attached hereto as Annex B;
“SPOC”	means the Contractor’s single point of contact referred to in Section 5.01 of the Articles of Agreement;
“SOW”	means the statement of work attached hereto as Annex A and the appendices referred to therein, if any; and
“Term”	means the Initial Term and any additional periods resulting from Elections Canada exercising its irrevocable option to extend the period of the Contract provided for in Section 3.02 of the Articles of Agreement.

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

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

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

Section 1.02 Priority of Documents

1.02.01 The following annexes are attached to and form an integral part of this Contract. If there

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is a discrepancy between the wordings of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

1. these Articles of Agreement;
2. Annex A – Statement of Work;
3. Annex B – Pricing Table;
4. Annex C – Supplemental Conditions – Licensed Software
5. Annex D – Supplemental Conditions – Maintenance and Support Services for Licensed Software
6. Annex E – General Conditions Services;
7. the Contractor’s proposal, dated **[insert date of proposal at contract award]**.

Article 2 Statement of Work

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

Article 3 Period of Contract

Section 3.01 Term

- 3.01.01 The Contract period will be for one (1) year from the Effective Date of the Contract (the “Initial Term”).

Section 3.02 Option to extend

- 3.02.01 The Contractor will grant to Elections Canada irrevocable options to extend the period of the Contract by two (2) additional periods of one (1) year under the same terms and conditions.
- 3.02.02 Elections Canada may exercise these options at any time by sending a written notice to the Contractor at least 15 calendar days before to the Contract expiry date or any extension thereof.
- 3.02.03 The options to extend the term of the Contract may be exercised only by the Contracting Authority.
- 3.02.04 Upon exercising each option, the amount stated as the “total estimated cost (incl. applicable sales tax)” on the first page of the Contract shall be deemed to be increased to include the amount set out in Subsection 6.02.02.

Article 4 Authorities

Section 4.01 Contracting Authority

PART 7 – RESULTING CONTRACT CLAUSES

4.01.01 The Contracting Authority for the Contract is:

Name: Brandon Hua
Title: Senior Advisor, Procurement and Contracting Services
Organization: Elections Canada
Address: 30 Victoria Street, Gatineau, QC
Telephone: 873-415-0459
E-mail: Brandon.Hua@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 Contracting Authority by sending a written notice to the Contractor.

Section 4.02 Technical Authority

4.02.01 The Technical Authority for the Contract is: **[insert at contract award]**

Name:
Title:
Organization:
Address:
Telephone:
E-mail:

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

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

Article 5 Contractor's Representative**Section 5.01 Single Point of Contact**

5.01.01 SPOC between the Contractor and Elections Canada is:

PART 7 – RESULTING CONTRACT CLAUSES**[Note to Bidders]**

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

- 5.01.02 The SPOC must liaise with the Contracting Authority and the Technical Authority and will be the first point of contact in terms of:
- (a) managing any business issues with the Technical Authority and any Contract issues with the Contracting Authority and, in particular, providing guidance, support and coordination relative to requests;
 - (b) managing the day-to-day operational issues and technical requirements and, in particular, providing support and coordination relative to service; and
 - (c) meeting, as required, with Elections Canada on issues relating to this Contract, including, without limiting the generality of the foregoing, to review the performance of the service, suggest improvements and assist in analyzing statistical data.

Article 6 Basis of Payment**Section 6.01 Contract Price**

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

Section 6.02 Limitation of Expenditure

- 6.02.01 Elections Canada's total liability to the Contractor under the Contract for the Work performed during the Initial Term must not exceed \$_____ **[insert at contract award]**. Customs duties are included and any applicable sales tax is extra.
- 6.02.02 If Elections Canada exercises the option to extend the period of the Contract as per Section 3.02 of the Articles of Agreement, Elections Canada's total liability to the Contractor for the Work performed during each additional period of one (1) year must not exceed \$_____ **[insert estimated amount for each option year (assumption that the amount is the same for each option year)]**. Customs duties are included and any applicable sales tax is extra.
- 6.02.03 No increase in the total liability of Elections Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any services that would result in Elections Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority.
- 6.02.04 With respect to each amount set out in Subsections **[XX]**, the Contractor must notify

PART 7 – RESULTING CONTRACT CLAUSES

the Contracting Authority in writing as to the adequacy of such amount:

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

whichever comes first.

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

Section 6.03 Applicable Sales Tax

- 6.03.01 The estimated amount of sales tax, if applicable, is included in the total estimated cost specified on page 1 of the Contract. The applicable sales tax is not included in the Contract Price, but will be paid by Elections Canada as provided in Article 8 – Payments. The Contractor agrees to remit to the appropriate government agency any amounts of applicable sales tax paid or due.

Article 7 Information Reporting**Section 7.01 Form T1204**

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

PART 7 – RESULTING CONTRACT CLAUSES

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 rates;
 - (b) any other documents or progress reports as specified in the Contract to substantiate the Work performed; and

Article I.

- (c) a copy of the invoices, receipts and vouchers for all authorized travel and living expenses and other direct expenses.
- 8.02.03 The original and one copy of each invoice along with one copy of the supporting documentation identified in Subsection 8.02.02 must be forwarded to the address shown on page 1 of the Contract for certification and payment.

Article 9 Elections Canada Facilities and Personnel**Section 9.01 Access to the Location of the Work**

- 9.01.01 Elections Canada’s facilities, equipment, documentation and personnel are not automatically at the disposal of the Contractor. If access to government premises, computer systems (micro computer network), working space, telephones, terminals

PART 7 – RESULTING CONTRACT CLAUSES

or documentation is required by the Contractor to perform the Work, the Contractor must advise the Contracting Authority of the need for such access in a timely fashion. If the Contractor's request for access is approved by Elections Canada and arrangements are made to provide access to the Contractor, the Contractor, its subcontractors, agents and employees must comply with all the conditions applicable at the Work site. The Contractor must further ensure that the facilities and equipment are used solely for the performance of the Contract.

Section 9.02 Access to Personnel

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

Article 10 Security Requirement**Section 10.01 Security Requirement**

- 10.01.01 There is no security requirement applicable to this Contract.

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**

- 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

PART 7 – RESULTING CONTRACT CLAUSES

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

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.

PART 7 – RESULTING CONTRACT CLAUSES

OPTION 1

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

OPTION 2

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

Article 15 Access to Information

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

[Note to Bidders]

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

Article 16 Joint Venture

Section 16.01 Joint Venture Contractor

16.01.01 The Contractor confirms that the name of the joint venture is _____ and that it is

PART 7 – RESULTING CONTRACT CLAUSES

comprised of the following members:

[Insert at contract award]

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

ANNEX A – STATEMENT OF WORK

A1. INTERPRETATION

A.1.1 DEFINITIONS

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.

440 Coventry	Means EC's distribution centre located at 440 Coventry Rd, Ottawa ON
CEA	means the <i>Canada Elections Act</i> , S.C. 2000, c. 9c as amended from time to time
CEO	means the Chief Electoral Officer of Canada
LMS	means Learning Management System; in this specific context a standard Moodle installation or compatible derivative platforms
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 Day	means the date for voting in an Electoral Event
Election Personnel	means any individuals working for or on behalf of EC, EC staff and EC contractors, excluding the Contractor, for the purposes of this Contract
Electoral Event	means general elections, by-elections, and federally-organized referendums. The CEA states that an Electoral Event must last a minimum of 36 days. For the purpose of this SOW, an Electoral Event commences when the writ is issued and concludes at the end of Election Day

A.2 BACKGROUND AND OBJECTIVES

A.2.1 EC MANDATE

EC, headed by the CEO, an agent of Parliament, is an independent, non-partisan agency with unique organizational features that reports directly to Parliament. EC exercises general direction and supervision over the conduct of elections and referendums at the federal level. With approximately 900 employees (half of which are terms) 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;

ANNEX A – STATEMENT OF WORK

- 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.

A.2.2 PROJECT BACKGROUND

EC deploys training and learning materials to internal staff, temporary election workers, and external clients by means of a Web-accessible LMS. Business units which significantly leverage this platform include Field Personnel Training (for field staff), Human Resources (for EC staff), and Political Financing (for political clients). The user base varies significantly in size depending on the state of electoral readiness.

A.2.3 OBJECTIVE

- A. EC requires a hosting services to provide a Web-accessible Moodle-based LMS as a service to support its training and learning initiatives.
- B. EC requires robust reporting functionality.
- C. EC is seeking to import existing SCORM-compatible courseware and newly-developed courseware to the service provider. This courseware is the intellectual property of EC. The provider will host the LMS and provide services to identified EC clients/students.
- D. The LMS will manage the registration and delivery of training materials to field personnel, Election Canada employees and other stakeholders, and will automate the administration, tracking, and reporting of training including attendance data.
- E. The objectives of this project are to procure complete hosting services. This includes hosting services, the LMS itself, configuration, customization, maintenance, backups, and support to key contacts within the agency.

ANNEX A – STATEMENT OF WORK

A.3 SCOPE OF WORK**A.3.1 HOSTING REQUIREMENTS**

- A. Provide professional hosting services for a Moodle-based learning management system, accessible via the Internet. The LMS may be a platform derived from Moodle which offers enhanced functionality, but all baseline Moodle functionality must be preserved.
- B. Implement major and minor updates available to the platform moving forward, at least twice annually (if updates are available). Updates are to be installed at a date and time agreed upon by EC, and updates must not be deployed during an electoral event unless agreed upon in writing by EC. The minimum Moodle version upon initiation of this Contract is 3.5.18, or a Moodle-derived platform equivalent to Moodle 3.5 or newer. Version numbering to be as defined by the core Moodle Development Community at moodle.org.
- C. Include a minimum of 250 GB server disk space for EC courseware and related files with the option to increase the server disk space.
- D. Include unlimited monthly server transfer bandwidth for the Solution.
- E. Ensure that server resources are load-balanced and appropriate for the level of expected usage. The contractor is responsible for ensuring that all learners can access the LMS and view/interact with the learning content at the time that they choose to do so. This includes resources to handle nominal and peak loads, and achieve availability of 99% or better (if offered by the Contractor as part of the Solution). A baseline level of up to 10,000 concurrent users is required with the option to increase number of uses for a specified period.
- F. Perform backups of the production and pre-production environments at least daily, and retain these backups for a period of not less than 14 days in a secure and fault-tolerant manner.
- G. Ensure that any Contractor-provided elements of the site, including any Contractor-developed themes, are accessible and meet WCAG 2.0 AA compliance or better. For clarity, the Contractor is not responsible for WCAG compliance of content created or provided by EC.
- H. Provide access to a limited capacity pre-production environment to permit testing of changes and evaluation of version updates before their deployment, to be maintained at either the same platform version as currently installed on the production site; or the next version scheduled to be installed on the production site to allow for testing and evaluation, when such an update is available.
- I. Ensure all elements of the hosting servers are updated and patched against known attack vectors. Where a known vulnerability exists, the Contractor must disclose this to EC in a timely manner as soon as it has been identified.

ANNEX A – STATEMENT OF WORK

A.3.2 CONFIGURATION DETAILS

- A. Install one or more SSL certificates as issued by EC.
- B. Configure the LMS to be available in both Canadian English and Canadian French.
- C. Develop one site theme to reflect EC branding, at a mutually-agreed upon date and time. The theme must be compatible with both English and French versions of the site and be responsive to facilitate access on mobile devices.
- D. Configure any additional plugins compatible with the platform, when a functionality requirement is identified by EC and its installation is requested. The Contractor may recommend alternative plugins or methods that meet EC's requirements, and may decline to install a plugin for reasons of incompatibility; in such situations the Contractor must provide EC with an explanation of the technical reasons' installation is not possible and provide alternate suggestions which offer similar functionality, if any are known to the Contractor.

A.3.3 SUPPORT AND ADMINISTRATION

- A. Identify a single account manager to act as the primary point of contact between EC and the Contractor during the length of this contract. The account manager is to serve as the default point of contact for consultation on functionality, technical issues, update scheduling, and any other matters that may arise. The account manager may refer issues to specialists with the Contractor (technical support, accounting, etc.) for follow-up, as required.
- B. Provide active support, guidance, and assistance in the migration, configuration, and integration of existing courseware from EC's current LMS to the Contractor's solution.
- C. Provide site-level administrator access to a limited number of EC staff to manage the site (five users). These administrators will independently delegate lesser permissions to other EC staff as required by business needs. Independently of the EC administrators, the Contractor may retain one or more site-level administrator accounts as required to ensure the smooth operation of the site.

ANNEX A – STATEMENT OF WORK

A.3.4 OPTIONAL SERVICES

If and when requested by the Technical Authority and in accordance with the Task Authorization process set out in the Articles of Agreement, the Contractor will:

- A. Temporarily increase the resources allocated to the solution to support an increased concurrent user base during an electoral event, and maintain the solution at this level for a period of not less than 90 days, but not to exceed 12 months.
- B. Permanently increase the resources allocated to the solution to support an increased baseline concurrent user base of 20,000 users.

ANNEX B – PRICING TABLE

During the period of the Contract, for work performed in accordance with the Contract, the Contractor will be paid as specified below:

B.1 CONTRACT PERIOD

The Contractor will be paid in accordance with the tables below:

Table B.1 A – Initial Period

Table B.1 A – Initial Period			
Item No.	Product	Period	Extended Price
1	LMS Hosting Service <ul style="list-style-type: none"> • 250 GB server storage space • 10,000 user support 	February 25, 2022 to February 24, 2023	
Sub-Total (CAD):			

Table B.1 B – Additional User Support Option – Initial Period

Table B.1 B – Additional User Support Option – Initial Period				
Item No.	Product	Period	Quantity	Extended Price
1	Additional User Support <ul style="list-style-type: none"> • Additional 10,000 user support • 90 Days 	February 25, 2022 to February 24, 2023	Up to 5	
Sub-Total (CAD):				

ANNEX B – PRICING TABLE

Table B.1 C – Additional Server Storage Space Option – Initial Period

Table B.1 C – Additional Server Storage Space Option – Initial Period			
Item No.	Product	Period	Extended Price
1	Additional Server Storage Space <ul style="list-style-type: none"> Minimum additional 500 GB server storage space 	February 25, 2022 to February 24, 2023	
Sub-Total (CAD):			

With the exception of the all-inclusive fixed time rates specified above, the amounts shown in this section of the annex are estimates only. Minor changes to these estimates will be accepted for billing purposes as the Work proceeds, provided that these changes have the prior approval of the Technical Authority, and provided that the total estimated cost of the Contract does not exceed the Limitation of Expenditure specified in the Contract.

ANNEX B – PRICING TABLE

B.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

This section is only applicable if the option to extend the Contract is exercised by Elections Canada.

During the extend period of the Contract specified below, the Contractor will be paid as specified below to perform all the Work in relation to the Contract extension.

B.2.1 OPTION PERIOD 1

Table B.2.1 A – Option Period 1

Table B.2.1 A – Option Period 1			
Item No.	Product	Period	Extended Price
1	LMS Hosting Service <ul style="list-style-type: none"> • 250 GB server storage space • 10,000 user support 	February 25, 2023 to February 24, 2024	
Sub-Total (CAD):			

Table B.2.1 B – Additional User Support Option – Option Period 1

Table B.2.1 B – Additional User Support Option – Option Period 1				
Item No.	Product	Period	Quantity	Extended Price
1	Additional User Support <ul style="list-style-type: none"> • Additional 10,000 user support • 90 Days 	February 25, 2023 to February 24, 2024	Up to 5	
Sub-Total (CAD):				

ANNEX B – PRICING TABLE

Table B.2.1 C – Additional Server Storage Space Option – Initial Period

Table B.2.1 C – Additional Server Storage Space Option – Option Period 1			
Item No.	Product	Period	Extended Price
1	Additional Server Storage Space <ul style="list-style-type: none"> Minimum additional 500 GB server storage space 	February 25, 2023 to February 24, 2024	
Sub-Total (CAD):			

B.2.2 OPTION PERIOD 2

Table B.2.2 A – Option Period 2

Table B.2.2 A – Option Period 2			
Item No.	Product	Period	Extended Price
1	LMS Hosting Service <ul style="list-style-type: none"> 250 GB server storage space 10,000 user support 	February 25, 2024 to February 24, 2025	
Sub-Total (CAD):			

ANNEX B – PRICING TABLE

Table B.2.2 B – Additional User Support Option – Option Period 2

Table B.2.2 B – Additional User Support Option – Option Period 2				
Item No.	Product	Period	Quantity	Extended Price
1	Additional User Support <ul style="list-style-type: none"> • Additional 10,000 user support • 90 Days 	February 25, 2024 to February 24, 2025	Up to 5	
Sub-Total (CAD):				

Table B.2.2 C – Additional Server Storage Space Option – Initial Period

Table B.2.2 C – Additional Server Storage Space Option – Option Period 2			
Item No.	Product	Period	Extended Price
1	Additional Server Storage Space <ul style="list-style-type: none"> • Minimum additional 500 GB server storage space 	February 25, 2024 to February 24, 2024	
Sub-Total (CAD):			

ANNEX C – 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

ANNEX C – SUPPLEMENTAL CONDITIONS – LICENSED SOFTWARE

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

ANNEX C – SUPPLEMENTAL CONDITIONS – LICENSED SOFTWARE

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, 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

ANNEX C – SUPPLEMENTAL CONDITIONS – LICENSED SOFTWARE

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

ANNEX C – SUPPLEMENTAL CONDITIONS – LICENSED SOFTWARE

- 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

ANNEX C – SUPPLEMENTAL CONDITIONS – LICENSED SOFTWARE

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 of 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

ANNEX C – SUPPLEMENTAL CONDITIONS – LICENSED SOFTWARE

- 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,

ANNEX C – SUPPLEMENTAL CONDITIONS – LICENSED SOFTWARE

- 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

ANNEX C – SUPPLEMENTAL CONDITIONS – LICENSED SOFTWARE

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.

ANNEX C – SUPPLEMENTAL CONDITIONS – LICENSED SOFTWARE

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 D – 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

ANNEX D – SUPPLEMENTAL CONDITIONS – MAINTENANCE AND SUPPORT SERVICES FOR LICENSED SOFTWARE

"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;

ANNEX D – SUPPLEMENTAL CONDITIONS – MAINTENANCE AND SUPPORT SERVICES FOR LICENSED SOFTWARE

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.

ANNEX D – SUPPLEMENTAL CONDITIONS – MAINTENANCE AND SUPPORT SERVICES FOR LICENSED SOFTWARE

- 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.

**ANNEX D – SUPPLEMENTAL CONDITIONS – MAINTENANCE AND SUPPORT SERVICES FOR
LICENSED SOFTWARE**

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 Elections Canada’s Responsibilities

- 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 E – 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;

ANNEX E – GENERAL CONDITIONS SERVICES

“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; an
“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,

ANNEX E – GENERAL CONDITIONS SERVICES

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

ANNEX E – GENERAL CONDITIONS SERVICES

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.

ANNEX E – GENERAL CONDITIONS SERVICES

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)**.

ANNEX E – GENERAL CONDITIONS SERVICES

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;

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- (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

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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

ANNEX E – GENERAL CONDITIONS SERVICES

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.

ANNEX E – GENERAL CONDITIONS SERVICES

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.

ANNEX E – GENERAL CONDITIONS SERVICES

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

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- 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

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- 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

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- 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

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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.

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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.

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- 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

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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

ANNEX E – GENERAL CONDITIONS SERVICES

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,

ANNEX E – GENERAL CONDITIONS SERVICES

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.

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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

ANNEX E – GENERAL CONDITIONS SERVICES

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.

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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.

PART 8 – TECHNICAL EVALUATION CRITERIA

SECTION A – INSTRUCTIONS TO BIDDERS

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 in their proposal each criterion is addressed. 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.

If more projects/samples are provided than the requirements of the criterion, only the first projects/samples in the proposal will be evaluated. Any excess projects/samples will not be evaluated.

In determining years of experience, overlapped years or months for projects submitted by the bidder to demonstrate such experience will only be counted once for evaluation purposes.

For evaluation criteria, the mandatory criteria (Table A) and the rated criteria (Table B), demonstrated projects must have a minimum duration of 6 months.

Projects must have been completed by the solicitation closing date.

For requirements relating to education or professional qualifications, certifications, designation, or membership, the proposed resource must have the required education, qualification, certification, designation or membership by the solicitation closing date and must continue, where applicable, to be a member in good standing of the profession's governing body throughout the evaluation and contract period.

In addition to the information requested in the individual criterion, the bidder is requested to include complete client contact information for each project description including the client contact name, title and telephone number or e-mail address. The client contact for any project must be an employee of the originating client organization. EC reserves the right to request client contact information, at any time during the evaluation process, for the purposes of verification.

SECTION B – DEFINITIONS

Unless the context clearly requires otherwise, the capitalized terms used in the Technical Evaluation Criteria shall have the definitions assigned to them in the Contract, in the SOW or in this **Error! Reference source not found.** 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.

PART 8 – TECHNICAL EVALUATION CRITERIA

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.

CEA	means the <i>Canada Elections Act</i> , S.C. 2000, c. 9c as amended from time to time
CEO	means the Chief Electoral Officer of Canada
EC	means the Office of the CEO, commonly known as Elections Canada
ECHQ	means EC's offices located at 30 Victoria Street, Gatineau, QC
Electoral Event	means general elections by-elections, and federal organized referendum. The CEA states that an electoral event must be minimum of 36 days. For the purpose of this document an electoral event commences when the election writs are issued, and concludes at the end of election day.
Event Readiness	means the period in which Elections Canada undertakes significant activity in preparation to deliver an electoral event. For the purpose of this document the even readiness period may be called at any time by EC and would be maintained until the conclusion of the electoral even, but not more than 12 months at one time.
GB	means one gigabyte, using SI definition of 1000 ³ bytes
LMS	means Learning Management System; in this specific context a standard Moodle installation or any compatible derivative platforms.
SCORM	means Shareable Content Object Reference Model, the standards and specifications for content-server compatibility of learning content.
SSL	means Secure Sockets Layer, the cryptographic protocol for network traffic, or derivative successor protocols such as Transport Layer Security (TLS).
WCAG	means the Web Content Accessibility Guidelines, as published by the World Wide Web Consortium.

PART 8 – TECHNICAL EVALUATION CRITERIA

TABLE A – MANDATORY TECHNICAL EVALUATION CRITERIA

#	Mandatory Technical Evaluation Criteria	Scoring Methodology
M1	<p>Company Profile</p> <p>The bidder must demonstrate a minimum of ten (10) years of experience providing services for learning management systems, including:</p> <ul style="list-style-type: none"> • Five (5) years of experience hosting Moodle installations (including Moodle-based derivatives) • Support a total combined user base of at least 500,000 users across all clients <p>Submission requirement</p> <p>The bidder must demonstrate in their proposal they meet the requirement by providing descriptions for the noted experience and total userbase at the time of bid submission.</p>	<input type="checkbox"/> Met <input type="checkbox"/> Not Met
M2	<p>Account Manager</p> <p>The bidder must propose an Account Manager as a single point of contact for this contract with at least two (2) years of client experience in a LMS hosting context within the last five (5) years.</p> <p>Submission requirement</p> <p>The Bidder must provide the name, title and resume of the proposed Account Manager and demonstrate that the proposed resource meets the requirement.</p>	
M3	<p>Proposed LMS Hosting Services Package</p> <p>The bidder must provide a detailed plan which outlines the proposed LMS hosting services package. The plan submitted by the bidder must include a high-level overview of the proposed solution's features and benefits.</p>	<input type="checkbox"/> Met <input type="checkbox"/> Not Met
M4	<p>The proposed solution must support a minimum of 10,000 concurrent users in its baseline configuration.</p> <p>Submission requirement</p> <p>The bidder must demonstrate in their proposal they meet the requirement by providing descriptions of the proposed solution.</p>	<input type="checkbox"/> Met <input type="checkbox"/> Not Met
M5	<p>The proposed solution must run Moodle version 3.5.18 or newer.</p>	<input type="checkbox"/> Met <input type="checkbox"/> Not Met

PART 8 – TECHNICAL EVALUATION CRITERIA

#	Mandatory Technical Evaluation Criteria	Scoring Methodology
	<ul style="list-style-type: none"> The bidder must indicate platform type and version number; Moodle-derived platforms must also indicate nature of their relation to the main Moodle development project. <p>Submission requirement</p> <p>The bidder must demonstrate in their proposal they meet the requirement by providing descriptions of the proposed solution.</p>	
M6	<p>The proposed solution must include a minimum 250 GB server space for courseware, files, etc.</p> <p>Submission requirement</p> <p>The bidder must demonstrate in their proposal they meet the requirement by providing descriptions of the proposed solution.</p>	<input type="checkbox"/> Met <input type="checkbox"/> Not Met
M7	<p>Solution must include unlimited transfer bandwidth.</p> <p>Submission requirement</p> <p>The bidder must demonstrate in their proposal they meet the requirement by providing descriptions of the proposed solution.</p>	<input type="checkbox"/> Met <input type="checkbox"/> Not Met
M8	<p>Solution must have an availability of 99.0% or higher (quarterly), and servers must be load-balanced appropriately for the expected number of concurrent users.</p> <p>Submission requirement</p> <p>The bidder must demonstrate in their proposal they meet the requirement by providing descriptions of the proposed solution.</p>	<input type="checkbox"/> Met <input type="checkbox"/> Not Met
M9	<p>Solution must include integration of a mail server to permit the LMS to send emails to users, including:</p> <ul style="list-style-type: none"> New account creation messages (including login credentials) Email address confirmation requests Password reset requests Messages to all learned enrolled in a course Messaging between registered users 	<input type="checkbox"/> Met <input type="checkbox"/> Not Met

PART 8 – TECHNICAL EVALUATION CRITERIA

#	Mandatory Technical Evaluation Criteria	Scoring Methodology
	<p>Submission requirement</p> <p>The bidder must demonstrate in their proposal they meet the requirement by providing descriptions of the proposed solution.</p>	
M10	<p>The Bidder must perform backups of the LMS on a minimum daily basis and these backups must be retained for a minimum of seven (7) days from the date and time of creation.</p> <p>Submission requirement</p> <p>The bidder must demonstrate in their proposal they meet the requirement by providing descriptions of the proposed solution.</p>	<input type="checkbox"/> Met <input type="checkbox"/> Not Met
M11	<p>The Bidder must ensure the proposed solution’s servers are fully updated and patched against known attack vectors and when a vulnerability has been identified this must be disclosed to EC.</p> <p>Submission requirement</p> <p>The bidder must demonstrate in their proposal they meet the requirement by providing descriptions of the proposed solution.</p>	<input type="checkbox"/> Met <input type="checkbox"/> Not Met
M12	<p>The Solution must offer enrolment key based self-registration as a configurable access option, or an equivalent functionality.</p> <p>Submission requirement</p> <p>The bidder must demonstrate in their proposal they meet the requirement by providing descriptions of the proposed solution. Bidders offering non-standard Moodle installations must detail how their functionality is equivalent to the enrolment key based self-registration function in standard Moodle installations.</p>	<input type="checkbox"/> Met <input type="checkbox"/> Not Met
M13	<p>Solution must allow up to five (5) EC staff to receive site-level administrator access to the solution, in order to manage its operation.</p> <p>Submission requirement</p> <p>The bidder must demonstrate in their proposal they meet the requirement by providing descriptions of the proposed solution.</p>	<input type="checkbox"/> Met <input type="checkbox"/> Not Met
M14	<p>Solution as provided by Bidder and all other Bidder-supplied elements must be accessible and meet WCAG 2.0 AA compliance or better.</p>	<input type="checkbox"/> Met

PART 8 – TECHNICAL EVALUATION CRITERIA

#	Mandatory Technical Evaluation Criteria	Scoring Methodology
	<p>Submission requirement</p> <p>The bidder must demonstrate in their proposal they meet the requirement by providing descriptions of the proposed solution.</p>	<input type="checkbox"/> Not Met
M15	<p>The Solution must be configured with the option to display system information in English or French at the choice of the End-User.</p> <p>Submission requirement</p> <p>The bidder must demonstrate in their proposal they meet the requirement by providing descriptions of the proposed solution.</p>	<input type="checkbox"/> Met <input type="checkbox"/> Not Met
M16	<p>The Solution must be able to be configured to display EC-supplied content and release activities to the end user in English and French, as configured by EC, by way of a multi-language content filter or equivalent functionality.</p> <p>Submission requirement</p> <p>The bidder must demonstrate in their proposal they meet the requirement by providing descriptions of the proposed solution.</p>	<input type="checkbox"/> Met <input type="checkbox"/> Not Met
M17	<p>Solution must support customization by EC of the language of all interface elements, in order to reflect the EC-preferred non-standard terminology, where and as required.</p> <p>Submission requirement</p> <p>The bidder must demonstrate in their proposal they meet the requirement by providing descriptions of the proposed solution.</p>	<input type="checkbox"/> Met <input type="checkbox"/> Not Met
M18	<p>Bidder's solution package must include active support, guidance, and assistance in the migration, configuration, and integration of existing courseware from EC's current LMS to the Contractor's solution during initial migration.</p> <p>Submission requirement</p> <p>The bidder must describe in their proposal what services they are offering to assist in this process.</p>	<input type="checkbox"/> Met <input type="checkbox"/> Not Met

PART 8 – TECHNICAL EVALUATION CRITERIA

#	Mandatory Technical Evaluation Criteria	Scoring Methodology
M19	<p>Bidder solution package must include ongoing technical support to EC system administrators, in support of the configuration of the site and integration of content that has been developed by EC.</p> <p>Submission requirement</p> <p>The bidder must demonstrate in their proposal they meet the requirement by providing descriptions of the proposed support services and their availability.</p>	<p><input type="checkbox"/> Met</p> <p><input type="checkbox"/> Not Met</p>

TABLE B – POINT-RATED TECHNICAL EVALUATION CRITERIA

#	Rated Technical Evaluation Criteria	Score
R1	<p>The bidder must demonstrate the proposed solution allows an increase of an additional 10,000 concurrent users up to an additional 50,000 to support electoral event delivery, upon request by EC.</p> <ul style="list-style-type: none"> • EC requires electoral event capacity to be maintained for a period of 90 days. • Bidder must indicate the number of business days required to execute a service upgrade. <p>Submission requirement</p> <p>The bidder must demonstrate in their proposal they meet the requirement by providing descriptions of the proposed solution.</p> <p>Scoring methodology</p> <p>The bidder will be awarded four (4) points if the proposed solution allows an increase of an additional 10,000 user capacity over the minimum 10,000 user capacity for a total of 20,000 users.</p> <p>The bidder will be awarded eight (8) points if the proposed solution allows an increase of an additional 20,000 users capacity over the minimum 10,000 user capacity for a total of 30,000 users.</p> <p>The bidder will be awarded twelve (12) points if the proposed solution allows an increase of an additional 30,000 users capacity over the minimum 10,000 user capacity for a total of 40,000 users.</p> <p>The bidder will be awarded sixteen (16) points if the proposed solution allows an increase of an additional 40,000 users capacity over the minimum 10,000 user capacity for a total of 50,000 users.</p>	<p>/20</p>

PART 8 – TECHNICAL EVALUATION CRITERIA

#	Rated Technical Evaluation Criteria	Score
	<p>The bidder will be awarded twenty (20) points if the proposed solution allows an increase of an additional 50,000 users capacity over the minimum 10,000 user capacity for a total of 60,000 users.</p>	
<p>R2</p>	<p>The bidder must demonstrate the proposed solution will be updated to any available major and minor version updates on a regular basis.</p> <ul style="list-style-type: none"> • Major (e.g. <u>2</u>.8.12 to <u>3</u>.0.0) and minor (e.g. 3.<u>1</u>.1 to 3.<u>2</u>.0) updates to correspond to their numbering and release by the core Moodle Community at moodle.org <p>Submission requirement</p> <p>The bidder must demonstrate in their proposal they meet the requirement by providing descriptions of the proposed solution.</p> <p>Scoring methodology</p> <p>The bidder will be awarded one (1) point if the proposed solution will be updated once on an annual basis.</p> <p>The bidder will be awarded two (2) points if the proposed solution will be updated twice on annual basis.</p> <p>The bidder will be awarded three (3) points if the proposed solution will be updated quarterly (four times per year) on an annual basis.</p> <p>The bidder will be awarded five (5) points if the proposed solution will be updated more frequently than quarterly.</p>	<p>/5</p>
<p>R3</p>	<p>The bidder must demonstrate the proposed solution’s server storage space can be increased by a minimum of an additional 500 GB.</p> <p>Submission requirement</p> <p>The bidder must demonstrate in their proposal they meet the requirement by providing descriptions of the proposed solution.</p> <p>Scoring methodology</p> <p>The bidder will receive:</p> <p>One (1) point will be awarded for an additional 500 GB of server storage space.</p> <p>Two (2) points will be awarded for an additional 1,000 GB of server storage space.</p>	<p>/5</p>

PART 8 – TECHNICAL EVALUATION CRITERIA

#	Rated Technical Evaluation Criteria	Score
	Five (5) points will be awarded for an additional 2,000 GB of server storage space.	
R4	<p>The bidder must demonstrate the proposed solution include access to a limited capacity pre-production environment of at least 20 users to be maintained at either the same version as the production server or the next update version pending deployment to allow testing prior to release.</p> <p>Submission requirement</p> <p>The bidder must demonstrate in their proposal they meet the requirement by providing descriptions of the proposed solution.</p> <p>Scoring methodology</p> <p>The bidder will receive five (5) points for demonstrating they offer a pre-production environment as described above.</p>	/5
R5	<p>In addition to M10, the bidder must demonstrate the proposed solutions has an improve backup and backup retention policy beyond the minimum backup standard on a daily basis and be retained for seven (7) days from the date and time of creation.</p> <p>Submission requirement</p> <p>The bidder must demonstrate in their proposal they meet the requirement by providing descriptions of the proposed solution.</p> <p>Scoring methodology</p> <p>The bidder will be awarded five (5) points for backing up every twelve (12) hours or less.</p> <p>The bidder will be awarded five (5) points for retaining backups for at least fourteen (14) days.</p>	/10
R6	<p>The bidder must demonstrate the proposed solution accepts SSL certificates issued by EC.</p> <p>Submission requirement</p> <p>The bidder must demonstrate in their proposal they meet the requirement by providing descriptions of the proposed solution.</p>	/3

PART 8 – TECHNICAL EVALUATION CRITERIA

#	Rated Technical Evaluation Criteria	Score
	<p>Scoring methodology</p> <p>The bidder will receive three (3) points if they permit the use of EC-issued SSL certificates in relation to the Solution.</p>	
R7	<p>The bidder's must demonstrate their proposed solution can be configurable to accept file large file uploads to the LMS.</p> <p>Submission requirement</p> <p>The bidder must demonstrate in their proposal they meet the requirement by providing descriptions of the proposed solution.</p> <p>Scoring methodology</p> <p>The bidder will be awarded one (1) point if their proposed solution can be configurable to accept 256 MB file uploads to LMS.</p> <p>The bidder will be awarded two (2) point if their proposed solution can be configurable to accept 512 MB file uploads to LMS.</p> <p>The bidder will be awarded three (3) point if their proposed solution can be configurable to accept 768 MB file uploads to LMS.</p> <p>The bidder will be awarded four (4) point if their proposed solution can be configurable to accept 1024 MB file uploads to LMS.</p> <p>The bidder will be awarded five (5) point if their proposed solution can be configurable to accept greater than 1024 MB file uploads to LMS.</p>	/5
R8	<p>The bidder must develop at least one (1) site theme to reflect EC branding, at a mutually-agreed upon date and time.</p> <ul style="list-style-type: none"> • The developed theme must be compatible with both English and French versions of the site, and responsive to facilitate access on mobile devices. • Theme development is expected to begin within three (3) months of start of services, and expected to be deployed not later than six (6) months from start of services. <p>Submission requirement</p> <p>The bidder must demonstrate in their proposal they meet the requirement by providing descriptions of the proposed solution.</p> <p>Scoring methodology</p> <p>The bidder will receive five (5) points if they commit to developing one site theme as described above.</p>	/5

PART 8 – TECHNICAL EVALUATION CRITERIA

#	Rated Technical Evaluation Criteria	Score
R9	<p>The bidder must demonstrate the proposed solution offers functionality to permit automatic grouping of users based on profile fields.</p> <p>Submission requirement</p> <p>The bidder must demonstrate in their proposal they meet the requirement by providing descriptions of the proposed solution.</p> <p>Scoring methodology</p> <p>The bidder will receive three (3) points if the proposed Solution allows users to be automatically grouped based on arbitrary profile files.</p>	/3
R10	<p>The bidder must demonstrate the proposed solution is compatible with single sign-on authentication options.</p> <p>Submission requirement</p> <p>The bidder must demonstrate in their proposal they meet the requirement by providing descriptions of the proposed solution.</p> <p>Scoring methodology</p> <p>The bidder will receive three (3) points if they provide a list of the available SSO options compatible with the solution.</p>	/3
R11	<p>The bidder must demonstrate the proposed solution accepts any additional Moodle-compatible plugins, when a functionality requirement is identified by EC and its installation is requested.</p> <ul style="list-style-type: none"> • Bidder to indicate their service standard (in business days) in which plugin installation requests are address. <p>Submission requirement</p> <p>The bidder must demonstrate in their proposal they meet the requirement by providing descriptions of the proposed solution.</p> <p>Scoring methodology</p> <p>The bidder will be awarded one (1) point for demonstrating the proposed solution is compatible with standard Moodle plugins appropriate to the platform’s version number.</p> <p>The bidder will be awarded one (1) point for demonstrating their staff are available to assist in installation.</p>	/3

PART 8 – TECHNICAL EVALUATION CRITERIA

#	Rated Technical Evaluation Criteria	Score
	The bidder will be awarded one (1) point for demonstrating the installation service will be completed in seventy-two (72) hours or less.	
Minimum Passing Mark: 40 (60%)		<i>/67</i>

PART 9 – FINANCIAL PROPOSAL PRICING TABLE

9.1 FINANCIAL PROPOSAL INSTRUCTIONS

- 9.1.1 The bidder must submit prices by completing Attachment 1 to Part 9 – Financial Proposal Template.
- 9.1.2 Prices in the Pricing Table must include all direct and indirect costs to provide the Work described in the SOW, including without limitation, all necessary material, supplies, equipment, labour, wages, salaries, management fees and taxes, Canadian custom duties and excise taxes, where applicable.
- 9.1.3 All prices indicated in the Pricing Table must be in Canadian Dollars. Include amounts representing Canadian custom duties and excise taxes where applicable, and exclude the applicable sales tax.
- 9.1.4 The numbers inserted in column B of the Proposal Pricing Template are only included as weighting factors for financial evaluation purposes and are not a minimal commitment by Elections Canada to purchase according to these quantities.

ATTACHMENT 1 TO PART 9 – FINANCIAL PROPOSAL TEMPLATE

PRODUCT		PROPOSAL	FIRM PRICE
INITIAL PERIOD – February 25, 2022 to February 24, 2023			
F1.A	LMS Hosting Service <ul style="list-style-type: none"> 250 GB server storage space 10,00 user support 	N/A	\$ _____
F1.B	Additional User Support <ul style="list-style-type: none"> Additional 10,000 user support 90 Days Note to Bidders: Quantity is up to 5 for a total of 50,000 additional users depending on the bidder’s proposal. Financial evaluation will be performed based on the cost with a quantity of 1 for 10,000 additional users. 	Bidder’s Proposed Quantity (10,000 additional user each): _____	\$ _____
F1.C	Additional Server Storage <ul style="list-style-type: none"> Minimum additional 500 GB server storage space Note to Bidders: The bidder may propose additional server storage space above the minimum of 500 GB. Financial evaluation will be performed based on the propose server storage space and cost. 	Bidder’s proposed additional server storage (500 GB minimum): _____	\$ _____
Sub-total for Initial Period (F1.A + F1.B + F1.C)			\$ _____
OPTION PERIOD 1 – February 25, 2023 to February 24, 2024			
F2.A	LMS Hosting Service <ul style="list-style-type: none"> 250 GB server storage space 10,00 user support 	N/A	\$ _____
F2.B	Additional User Support <ul style="list-style-type: none"> Additional 10,000 user support 90 Days Note to Bidders: Quantity is up to 5 for a total of 50,000 additional users depending on the bidder’s proposal. Financial evaluation will be performed based on the cost with a quantity of 1 for 10,000 additional users. 	Bidder’s Proposed Quantity (10,000 additional user each): _____	\$ _____
F2.C	Additional Server Storage	Bidder’s proposed	\$ _____

ATTACHMENT 1 TO PART 9 – FINANCIAL PROPOSAL TEMPLATE

	<ul style="list-style-type: none"> Minimum additional 500 GB server storage space Note to Bidders: The bidder may propose additional server storage space above the minimum of 500 GB. Financial evaluation will be performed based on the propose server storage space and cost. 	additional server storage (500 GB minimum): <input type="text"/>	
Sub-total for Option Period 1 (F2.A + F2.B + F2.C)			\$ <input type="text"/>
OPTION PERIOD 2 – February 25, 2024 to February 24, 2025			
F3.A	LMS Hosting Service <ul style="list-style-type: none"> 250 GB server storage space 10,00 user support 	N/A	\$ <input type="text"/>
F3.B	Additional User Support <ul style="list-style-type: none"> Additional 10,000 user support 90 Days Note to Bidders: Quantity is up to 5 for a total of 50,000 additional users depending on the bidder’s proposal. Financial evaluation will be performed based on the cost with a quantity of 1 for 10,000 additional users. 	Bidder’s Proposed Quantity (10,000 additional user each): <input type="text"/>	\$ <input type="text"/>
F3.C	Additional Server Storage <ul style="list-style-type: none"> Minimum additional 500 GB server storage space Note to Bidders: The bidder may propose additional server storage space above the minimum of 500 GB. Financial evaluation will be performed based on the propose server storage space and cost. 	Bidder’s proposed additional server storage (500 GB minimum): <input type="text"/>	\$ <input type="text"/>
Sub-total for Option Period 2 (F3.A + F3.B + F3.C)			\$ <input type="text"/>
Total Evaluated Price = Initial Period + Option Period 1 + Option Period 2			\$ <input type="text"/>