



# REQUEST FOR PROPOSAL

## Procurement and Contracting Services

30 Victoria Street  
Gatineau, Quebec K1A 0M6

FILE NO.	
ECSM-RFP-2022-1387-B	
TITLE:	ISSUE DATE:
Virtual Engagement Platform	July 21, 2022

CLOSING DATE:	ADDRESS QUESTIONS TO:
July 28, 2022 at 2:00PM (Gatineau time)	Stefania Menasce proposition-proposal@elections.ca

SUBMIT PROPOSALS TO: ELECTIONS CANADA PROPOSAL RECEIVING UNIT	
<p><b>Option 1: epost Connect™</b></p> <p>For any proposal submitted using epost Connect, the email address is:</p> <p><a href="mailto:proposition-proposal@elections.ca">proposition-proposal@elections.ca</a></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><b>Option 2: Business Centre</b></p> <p>30 Victoria Street Gatineau QC 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 – Contractor to Own IP Rights

Annex D – Supplemental Conditions – Licensed Software

Annex E – General Conditions – Services

Annex F – Fair Price Certification [if applicable]

Part 8 – Technical Evaluation Criteria

Part 9 – Financial Proposal Pricing Table

## **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 March 31, 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).

## 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 Tendering Service (GETS) but may also be made available on an alternate format), the format downloaded through GETS will take precedence. If Elections Canada posts an amendment to the RFP revising any documents provided to bidders in multiple formats, Elections Canada will not necessarily update all formats to reflect these revisions. It is the bidder's responsibility to ensure that revisions made through any RFP amendment issued through GETS are taken into account in those alternate formats that were not revised as a result of an amendment.
- 2.4.4 Proposals will remain open for acceptance for a period of not less than 60 Business Days from the RFP closing date. Elections Canada reserves the right to seek an extension of the proposal validity period from all responsive bidders in writing, within a minimum of three Business Days before the end of the proposal validity period. If the extension is accepted by all responsive bidders, Elections Canada will continue with the evaluation of the proposals. If the extension is not accepted by all responsive bidders, Elections Canada will, at its sole discretion, either continue with the evaluation of the proposals of those who have accepted the extension or cancel the RFP.
- 2.4.5 Proposal documents and supporting information may be submitted in either English or French.
- 2.4.6 Proposals received on or before the stipulated RFP closing date and time will become the property of Elections Canada and will not be returned. All proposals will be treated as confidential, subject to the provisions of the [Access to Information Act, R.S.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.
- 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.
- 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.

## **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](mailto:proposition-proposal@elections.ca). Failure to comply with this requirement may result in the proposal being declared non-responsive.

- 2.13.2 To ensure consistency and quality of information provided to bidders, and subject to Section 2.14 **Error! Reference source not found.**, questions received and the answers to such questions 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](mailto: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;
- (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.

- 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.

## **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 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**

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.

## **2.23 Basis for Elections Canada's Ownership of Intellectual Property**

Elections Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting Contract will belong to Elections Canada, on the following grounds:

- (a) the bidder, by submitting a proposal, declares that it is not interested in owning the Intellectual Property Rights in Foreground Information (as such terms are defined in Annex C – Supplemental Conditions of Part 7 – Resulting Contract)

## **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 Offer one (1) hard copy and one (1) soft copy on USB

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

Section III: Certifications and Additional Information one (1) hard copy and one (1) soft copy on USB

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:
- (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 Part 6 - Certifications and Additional Information.

## **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.

### **4.2.3 Client References**

- (a) Elections Canada may decide to contact any or all client references for all technical evaluation criteria or those for specific technical evaluation criteria only. If Elections Canada chooses to conduct client reference checks for any given technical evaluation criteria, it will contact the client references for those identified technical evaluation criteria of all remaining responsive bidders at that point.
- (b) Elections Canada will make only three attempts over a maximum of five Business Days from the first attempt to contact a client reference provided with the bidder's proposal (the "Original Contact Info"). If Elections Canada is not successful in reaching a client reference after three attempts using the Original Contact Info, the Contracting Authority may ask the bidder for alternative contact information for that same client reference. Elections Canada will make only three attempts over a maximum of five Business Days from the first attempt to contact a client reference using the alternative contact information. The bidder will only be given the opportunity to provide alternative contact information one time for each client reference.
- (c) If Elections Canada is unsuccessful in obtaining a response from a client reference (either through the Original Contact Info or the alternative contact information), after making such attempts, the proposal will be declared non-responsive and will not be given further consideration.
- (d) Wherever information provided by a client reference differs from the information supplied by the bidder, the information supplied by the client reference will be the information evaluated.
- (e) Points will not be allocated and/or a bidder will not meet the mandatory experience requirement (as applicable) if (1) the reference client states they are unable or unwilling to provide the information requested, (2) the reference client is not a customer of the bidder itself, or (3) the client is an affiliate of the bidder or of the client is any other entity that does not deal at arm's length with the bidder.

## **4.3 Financial Evaluation**

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**

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

4.4.1 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.

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

##### 4.4.3 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 49 points overall 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 72 points.

##### 4.4.4 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.

##### 4.4.5 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.

- 4.4.6 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 Part 6 – Certifications and Additional Information;
- (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:
  - 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**

- 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 6.61.1 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:
- 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;
- (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.

## **6.7 Status and Availability of Resources**

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

## **6.8 Education and Experience**

The bidder certifies that all the information provided in the résumés and supporting material submitted with its proposal, particularly the information pertaining to education, achievements, experience and work history, has been verified by the bidder to be true and accurate. Furthermore, the bidder warrants that every resource proposed by the bidder for the requirement is capable of performing the Work described in the resulting contract.

## **6.9 No Political Partisanship**

- 6.9.1 The Contractor represents and warrants that:
- (a) their or its officers and employees who will be responsible of the performance of the Work or supervising the carrying out of the Work, is/are not presently, or will not become engaged during the Term of the Contract, in politically partisan activities at the federal, provincial, territorial or municipal level. Politically partisan activities include actively or publicly supporting or opposing the election of any federal, provincial, territorial or municipal political party or candidate for federal, provincial, territorial or municipal elective office, or any federal, provincial, territorial or municipal referendum committee;
  - (b) their or its officers and employees who will be responsible of the performance of the Work or who supervise the carrying out of the Work shall not perform work or supervise work for or on behalf of any federal, provincial, territorial or municipal political party nor any candidate for federal, provincial, territorial or municipal elective office, nor any person, body, agency or institution with politically partisan purposes or objectives at the federal, provincial, territorial or municipal level, nor any federal, provincial, territorial or municipal

referendum committee, where the performance or supervision of such work raises a reasonable apprehension of political partisanship.

- 6.9.2 Subsection 6.9.1 does not prevent the Contractor or its officers and employees, who perform or supervise the Work, to also work or supervise the work set out in a mandate from the Chief Electoral Officer of a Province or Territory of Canada, or from another similar electoral authority of a Province or Territory of Canada, or from any other public institution that is politically neutral or non-partisan in nature, or from a person who is politically neutral or non-partisan in nature.

## Annex A to Part 6 - Proposal Submission Form

BIDDER INFORMATION	
Full Legal Name	Procurement Business Number (PBN) Refer to Part 2 of the RFP for instructions
Please ensure that the PBN you provide matches the legal name under which you have submitted your proposal. If it does not, the bidder will be determined based on the legal name provided, not based on the PBN, and the bidder will be required to submit the PBN that matches the legal name of the bidder.	

BIDDER'S REPRESENTATIVE Single Point of Contact		
Full Name	Email Address	
Title	Address	Telephone Number

SECURITY CLEARANCE LEVEL OF BIDDER	
This information is only required if there is a security requirement listed under Part 6 of the RFP.	
Level:	
Date granted:	
Please ensure that the security clearance matches the legal name of the bidder. If it does not, the security clearance is not valid for the bidder.	

SECURITY CLEARANCE LEVEL OF BIDDER'S RESOURCES	
This information is only required if there is a security requirement listed under Part 6 of the RFP.	
Resource Name	Date of Birth or Security File Number
Are additional resource names provided elsewhere?	
Yes <input type="checkbox"/> No <input type="checkbox"/>	
If additional rows are required, please include the information on a separate page in your proposal.	

**FORMER PUBLIC SERVANTS (FPS)**

See the Article in Part 2 of RFP entitled Former Public Servant for a definition of "Former Public Servant"

Is the bidder a FPS in receipt of a pension as defined in the bid solicitation?

Yes  No

If yes, provide the following information:

(a) name(s) of FPS;

(b) date of termination of employment or retirement from the Public Service.

Is the Bidder a FPS who received a lump sum payment under the terms of the Work Force Adjustment Directive?

Yes  No

If yes, 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.

**JURISDICTION OF CONTRACT**

Province or territory in Canada the bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in Part 2 of the RFP)

The bidder, as identified above, offers to sell to the Chief Electoral Officer of Canada, or any person authorized to act on their behalf, the goods and services listed in the solicitation and on any attached sheets at the identified prices and in accordance with the terms and conditions set out in the solicitation.

On behalf of the bidder, by signing below, I confirm that I have read the entire solicitation including the documents incorporated by reference into the solicitation and I certify that:

1. The proposal in response to this solicitation has been executed on behalf of the bidder by a duly authorized officer of the bidder.
2. The bidder considers itself and its proposed resources able to meet all the mandatory requirements described in the solicitation;
3. This proposal is valid for the period requested in the solicitation;
4. All the information provided in the proposal is complete, true and accurate; and
5. If the bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the solicitation.

<b>Signature of Authorized Representative of the Bidder</b>	
<b>Name of Authorized Representative of the Bidder</b>	
<b>Title of Authorized Representative of the Bidder</b>	
<b>Date</b>	



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

## CONTRACT

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

Return one signed copy of the Contract forthwith.

<b>Contractor's Name and Address:</b>  [insert LEGAL NAME of Contractor] [insert Contractor's ADDRESS] <b>Attention:</b> [insert at contract award] <b>E-mail:</b> [insert at contract award]
--

<b>Contract No.:</b>  05005-2022-1387
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<b>Title:</b> Virtual Engagement Platform	<b>Effective Date:</b> [insert at contract award]
<b>Term of Contract:</b> Effective date until March 31, 2023	<b>Financial Code:</b> [insert at contract award]
<b>Total Estimated Contract Cost (incl. applicable sales tax):</b> [insert - \$XX,XXX.XX - includes Travel & Living and Other Direct Expenses]	<b>Applicable Sales Tax:</b> [insert - \$XX,XXX.XX - tax is not applied to Travel & Living or Other Direct Expenses]

<b>ENQUIRIES &amp; INVOICES</b> <b>Office of the Chief Electoral Officer of Canada</b> 30 Victoria Street Gatineau QC K1A 0M6
--

<b>Send contract enquiries to:</b>	
[insert name at contract award] [insert title] Procurement and Contracting Services	<b>Tel No.</b> [insert at contract award]  <b>E-mail</b> supplier@elections.ca

<b>Send invoices to:</b>	
[insert name at contract award] [insert title at contract award] [insert sector at contract award]	<b>Tel No.</b> [insert at contract award]  <b>E-mail</b> email@elections.ca

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

[insert LEGAL NAME of Contractor]
_____
(signature of authorized representative)
_____
(print name of authorized representative)
_____
(print title of authorized representative)
Date: _____

<b>Chief Electoral Officer</b>
_____
(signature of authorized representative)
[insert name of delegated authority]
[insert title of delegated authority]
Procurement and Contracting Services

**ARTICLES OF AGREEMENT**

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**Article 1 Interpretation**

**Section 1.01 Definitions**

1.01.01 In the Contract, unless the context otherwise requires:

- |                      |  |
|----------------------|--|
| “Business Day”       | means a day other than a Saturday, Sunday or statutory holiday in the province of Quebec;  |
| “Effective Date”     | means the date stated as the “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,

**ARTICLES OF AGREEMENT**

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

**Section 1.02 Priority of Documents**

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

1. these Articles of Agreement;
2. Annex A – Statement of Work;
3. Annex B – Pricing Table;
4. Annex C – Supplemental Conditions – Elections Canada to Own Intellectual Property Rights;
5. Annex D – Supplemental Conditions – Licensed Software;
6. Annex E – General Conditions – Services; and
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 from the Effective Date of the Contract until March 31, 2023 (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 2 additional periods of 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.

Contract No.:  
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**ARTICLES OF AGREEMENT**

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applicable sales tax)” on the first page of the Contract shall be deemed to be increased to include the amount set out in Subsection 6.02.02.

**Article 4 Authorities**

**Section 4.01 Contracting Authority**

4.01.01 The Contracting Authority for the Contract is:

[insert at contract award]

Procurement and Contracting Services  
Elections Canada  
30 Victoria Street  
Gatineau QC K1A 0M6  
Tel: 819-  
E-mail:

4.01.02 The Contracting Authority is responsible for the management of the Contract, and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

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

**Section 4.02 Technical Authority**

4.02.01 The Technical Authority for the Contract is:

[insert at contract award]

Elections Canada  
Tel: 819-  
E-mail:

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

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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:

[insert at contract award]

Tel:

E-mail:

**[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.

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- 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 **[insert the period provided for in Section 3.02]** 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 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.

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**

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

### **Article 8 Payment and Invoices**

#### **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

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

#### **Section 9.02 Access to Personnel**

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

### **Article 10 Security Requirement**

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

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### Article 11 Insurance

#### Section 11.01 Insurance

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

### Article 12 Applicable Laws

#### Section 12.01 Applicable Laws

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

### Article 13 Certificates

#### Section 13.01 Certificates

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

#### [Note to Bidders]

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

#### Section 13.02 Proactive Disclosure of Contracts with Former Public Servants

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.

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**[Note to Bidders]**

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

**Section 13.03 Fair Price Certification**

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

**Article 14 Foreign Nationals**

**[Note to Bidders]**

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

**OPTION 1**

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

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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 Contractor’s Resources**

15.01.01 The Contractor certifies that the individuals identified in its proposal will be available to perform the Work **[as and when requested by Elections Canada]**.

**Article 16 Access to Information**

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

**Article 17 Joint Venture**

**Section 17.01 Joint Venture Contractor**

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

**[Insert at contract award]**

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

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iii. all payments made by Elections Canada to the representative member will act as a release by all the members.

- 17.01.02 All the members agree that Elections Canada may terminate the Contract at its discretion if there is a dispute among the members that, in Elections Canada’s opinion, affects the performance of the Work in any way.
- 17.01.03 All the members are jointly and severally liable for the performance of the entire Contract.
- 17.01.04 The Contractor acknowledges that any change in the membership of the joint venture (i.e., a change in the number of members or the substitution of another legal entity for an existing member) constitutes an assignment and is subject to the assignment provisions of the General Conditions.
- 17.01.05 The Contractor acknowledges that all security and controlled goods requirements in the Contract, if any, apply to each member of the joint venture Contractor.

**Article 18 Avoidance of Political Partisanship**

**Section 18.01 No Political Partisanship**

- 18.01.01 The Contractor represents and warrants that:
  - (a) he/she or its officers and employees who will be responsible of the performance of the Work or supervising the carrying out of the Work, is/are not presently, or will not become engaged during the Term of the Contract, in politically partisan activities at the federal, provincial, territorial or municipal level. Politically partisan activities include actively or publicly supporting or opposing the election of any federal, provincial, territorial or municipal political party or candidate for federal, provincial, territorial or municipal elective office, or any federal, provincial, territorial or municipal referendum committee;
  - (b) he/she or its officers and employees who will be responsible of the performance of the Work or who supervise the carrying out of the Work shall not perform work or supervise work for or on behalf of any federal, provincial, territorial or municipal political party nor any candidate for federal, provincial, territorial or municipal elective office, nor any person, body, agency or institution with politically partisan purposes or objectives at the federal, provincial, territorial or municipal level, nor any federal, provincial, territorial or municipal referendum committee, where the performance or supervision of such work raises a reasonable apprehension of political partisanship.



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18.01.02 Subsection Article 18 does not prevent the Contractor or its officers and employees, who perform or supervise the Work, to also work or supervise the work set out in a mandate from the Chief Electoral Officer of a Province or Territory of Canada, or from another similar electoral authority of a Province or Territory of Canada, or from any other public institution that is politically neutral or non-partisan in nature, or from a person who is politically neutral or non-partisan in nature.



## Virtual Engagement Platform

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### Annex A

#### Statement of Work (SOW)

#### PART I – INTERPRETATION

##### 1. DEFINITIONS

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

CEO means the Chief Electoral Officer of Canada

Contractor's Resource means the individual(s) performing the Work

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

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

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

Stakeholders means the key groups or individuals affected by specific priorities, programs or services.

##### 2. EC MANDATE

2.01. EC, headed by the CEO, an agent of Parliament, is an independent, non-partisan agency with unique organizational features that reports directly to Parliament. EC

exercises general direction and supervision over the conduct of elections and referendums at the federal level. Its mandate is to:

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

### **3. INTRODUCTION**

- 3.01. The Consultation Services and Stakeholder Mobilization unit requires the services of a Contractor to develop or provide an existing virtual stakeholder engagement platform. This platform will allow EC to consult stakeholders on electoral service enhancements and engage them in the electoral process. This project is part of a broader digital stakeholder engagement strategy through which EC seeks to complement in-person consultations, expand its reach among stakeholders and increase its capacity to engage them using digital and asynchronous tools. This requirement responds to the CEO's strategic plan to engage stakeholders and develop innovative consultation mechanisms.

## **PART II – OVERVIEW**

### **4. PROJECT BACKGROUND**

- 4.01. The Consultation Services and Stakeholder Mobilization unit regularly consults with stakeholders to improve EC's services and programs. Aligned with the CEO's strategic plan to engage stakeholders and develop innovative consultation mechanisms, an online consultation tool is required to complement in-person consultations. With the onset of the COVID-19 pandemic, the Consultation Services and Stakeholder

Mobilization unit was unable to engage and consult with stakeholders, such as the Advisory Group for Disability Issues (AGDI) and the Advisory Committee of Political Parties (ACPP) in person, as is traditionally done. The adoption of effective digital stakeholder engagement tools will allow EC to continue engaging with stakeholders through the pandemic period and enhance the impact of in-person consultations in the future.

## 5. OBJECTIVE

5.01. The objectives of the project are to:

- a) Build and maintain an interactive and accessible online engagement platform to encourage dialogue with and among EC's external stakeholders on electoral service enhancements and civic engagement.
- b) Establish virtual engagement tools so EC can continue engaging stakeholders in the electoral process through the current pandemic period, while exploring digital tools that can complement in-person engagement in a post-pandemic context.
- c) Offer dynamic stakeholder engagement opportunities that give stakeholders the ability to propose and exchange ideas in diverse ways (e.g. asynchronous feedback mechanisms, forums and discussion boards, webinars, etc.).

## PART III – SCOPE OF WORK

### 6. SERVICES

6.01. The Contractor shall:

#### Development of application

- a) Develop and design for EC a public online engagement tool/platform for an unlimited number of separate projects/initiatives, as needed.
- b) Provide strategic communications advice and support so that EC can facilitate effective consultations and foster stakeholder dialogue in view of strengthening stakeholder relations and expanding EC's network.
- c) Provide project-specific communications support and advice for optimal use of the engagement tools and page navigation, including, but not limited to:
  - Project overview;
  - Discussion forums;

- Resources;
  - Project timeline;
  - FAQs and
  - Questionnaires.
- d) Provide bilingual (English/French) platforms that allow participants to:
- Use the platform in the official language of their choice;
  - Interact with all platform features in English and French, including
    - Participating in questionnaires;
    - Accessing documents and commenting on them; and
    - Viewing videos, photos, maps and a project timeline.
- e) Allow users to sign up to the tool using personal login credentials to participate in consultations and engagement initiatives.
- f) The Contractor must provide at least one user account that has full user-based administration rights over all EC surveys hosted within the system, with the ability to assign the same level of rights to other users of the system within EC.
- g) Provide an online consultation platform where EC staff can acquire different levels of permissions to manage and publish content, download reports and analytics, and respond and moderate discussion forums (where necessary). Essential features include:
- Tagging or categorization function and respective analytics in discussion forums to sort comments, rank public priorities (or most discussed topics) and see trends in downloadable reports;
  - Ability to set discussion topic timelines, where specific discussion forums close for comment after a set date; and
  - Function for users to 'opt-in' or subscribe to specific discussion topics or project updates.
  - Ability to upload videos, photos, tables, and information in other formats on the platform.
  - Ability to include alt-text for visual components on the platform.
- h) Platform must use responsive layout and design to allow users to view the site on their device of choice, intuitive navigation and tasks to provide the best possible user experience.

- i) Ensure the web interface does not contravene the Treasury Board requirements listed below in 6.02.
- j) Provide proper training to designated EC staff to publish and update content as required. Training must be provided before, during and after platform implementation, as required, and as per predetermined permissions and roles, namely, at least four (4) site administrator and 10 project administrator accounts.
  - i. Training must prominently feature good practices to ensure content additions and edits result in accessible\* (\*meets WCAG 2.1) content and should therefore include common accessibility failures to avoid.
  - ii. Include tool, a button in the WYSIWYG editor, that reports common accessibility issues with the content being edited, for example:  
<https://www.tiny.cloud/docs/plugins/premium/a11ychecker/>
- k) Allow the EC Web Manager and relevant team members access to evaluate and ensure accessibility standards, WCAG 2.1, are met on the public-facing pages of the platform.
  - i. Where standards are not met, provide appropriately skilled support in timely manner to correct failures by integrating changes that result in accessible\* (\*meets WCAG 2.1) content. Where HTML is involved, changes will follow good practices including adhering to valid HTML5
- l) The service includes the annual user licence to use the software offered by the Contractor and any other software or software code required for the hosted software to function in accordance with the Statement of Work. The services also includes all services necessary for use of the Software including (but not limited to) configuration, integration, user identification and password change management, data import / export, monitoring, technical support, maintenance, training, backup and recovery, reporting and change management;
- m) The Contractor must provide, in accordance with the terms and conditions of this Contract and at no additional charge, any and all extensions, applications, plug-ins and APIs (i.e. Add-ons) developed by the Contractor or third parties to enhance the service and that are provided to other customers at no additional charge as part of its commercial offering.

- n) If the Contractor removes any functions from the service and offers those functions in any new or other services, the Contractor agrees to provide to EC as part of EC's License, the part of those new or other services which contain the relevant functions, or the whole programs to the extent that the relevant functions cannot run separately, pursuant to the same terms and conditions of this Contract.
- o) Where the Contractor increases functionality in the service, such functionality must be provided to EC without any increase in the Service cost.

#### Moderation services

- p) Provide appropriate warnings and/or explanations on the site, that are necessary to advise users of Terms of Use, which includes:
  - Providing accurate personal information;
  - No tolerance for harassment or bullying, including profanity, obscenity, hate speech or threats to other users, including the platform host;
  - Remaining impartial at all times. Promotion of partisan ideas, such that there are affiliated with party platforms, will not be tolerated;
  - User responsibility for content of comments posted; and
  - Respecting privacy by not posting identifiable information of others without consent, not sharing copyrighted information and/or any content that poses a security risk to a person.
- q) Provide bilingual 24/7 moderation to ensure content posted is not unrelated spam or offensive in nature; and
- r) Communicate with Technical Authority when questions arise in regards to moderation.

#### Reporting and Analytics

- s) Provide a reporting function for site analytics, such as (but not limited to):
  - Number of site visits;
  - User demographics;
  - Number of unique versus repeat visitors;
  - Length of time visitors spend on particular pages;
  - Internet pathways users follow to reach the platform; and

- Overall site usage trends.
- t) Provide reports upon request, or access to create reports.

### Support and Maintenance

- u) Provide maintenance and 24/5 helpdesk support via email, phone and live chat that enables both, EC staff and the end-users, to use the platform properly and at their convenience regardless of their time zone. The Support Services must be provided in both French and English, based on the choice of the User requesting support.
- v) The Contractor must provide acknowledgment of support requests sent by email to the user within 24 hours, Monday to Friday (excluding statutory holidays observed by the federal government in the province from which the e-mail is sent). The Contractor must answer all e-mails (automatically generated e-mails will not be considered to meet this requirement).
- w) For outside business hours, the Contractor must provide EC with technical web support services through a website that must include, as a minimum, frequently asked questions and on-line support tools.
- x) The Contractor must provide a mechanism that allows users to report urgent issues (such as data collection problems experienced during the fielding period for a survey). The Contractor shall address urgent issues on a priority basis to ensure they are resolved to the satisfaction of the Technical Authority within at most 24 hours of being reported.
- y) System disruption shall be fixed within 24 hours of an incident being logged by EC or an end-user. Issues encountered by end-users shall be reported to Technical Authority and addressed by the Contractor.
- z) Provide, or make a service available to EC staff to acquire, an archiving capacity to capture all content posted by EC on the site along with its associated commentary from the public and any other public generated content submitted for posting on the consultation site. This archiving should be performed daily and archived data should be submitted to EC for records and information management purposes. The Contractor must keep data for 30 days after the end of the contract before any deletion occurs. The

Contractor must use currently supported and up-to-date technologies (i.e. the latest versions, updates, patches) to protect data stored against access to third parties.

- aa) The Contractor must be available via phone and email to discuss progress during business hours, as required.
- bb) The Contractor should make sure that adequate communication exists between the Contractor and the Technical Authority and communicate, as soon as possible, should anything arise impeding the progress of the project/Contract as planned;  
The virtual engagement platform must maintain a service level of 99% uptime reported monthly for the duration of the Contract. During the term of the Contract, the Contractor must continue to deliver the service as described herein. Where the Contractor has reduced or eliminated functionality in the Services, EC, at EC's sole discretion, will have, in addition to any other rights and remedies under this Contract or at law, the right to immediately terminate this Agreement and be entitled to a refund of any advanced payment.

6.02. The Contractor must adhere to the following minimal specifications and standards in the design and building of the online platform:

- a) Accessibility Standards:
  - a. Web Content Accessibility Guidelines
    - i. The expectation is that WCAG 2.1 standards are met:  
<https://www.w3.org/TR/WCAG21/>
    - ii. If the WCAG 2.1 requirements are not met, the minimum requirement is considered WCAG 2.0 AA.  
<https://www.w3.org/TR/WCAG20/>
  - b. Government of Canada Standard on Web Accessibility:  
<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=23601;>
- b) Web Experience Toolkit:  
<https://www.canada.ca/en/treasury-board-secretariat/services/government-communications/web-experience-toolkit.html>
- c) Policy on Communications and Federal Identity:  
<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=30683&section=html>
- d) Policy on Government Security:  
<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=16578>
- e) The Directive on Security Management  
<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32611&section=html>

- f) Canadian Industrial Security Directorate (CISD), policies related to personnel security screening:  
<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=28115>
- g) *Official Languages Act*:  
<https://laws-lois.justice.gc.ca/eng/acts/O-3.01/index.html>
- h) Policy on Official Languages:  
<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=26160>
- i) Directive on Official Languages for Communications and Services:  
<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=26164>
- j) *Privacy Act*:  
<https://laws-lois.justice.gc.ca/ENG/ACTS/P-21/index.html>
- k) Standard on Web Interoperability:  
<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=25875>
- l) Policy on Service and Digital:  
<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32603>; and
- m) Standard on Optimizing Websites and Applications for Mobile Devices  
<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=27088>

## 7. DELIVERABLES

- 7.01. The Contractor must attend a kick-off meeting with the EC Project Authority and other Election Personnel, via conference call, within three (3) business days from Contract award. In advance of the kick-off meeting, EC shall send the Contractor the meeting date, time, location, and agenda.
- 7.02. The kick-off meeting shall establish a work plan, which will cover the initial consultation projects planned..
- 7.03. The Contractor shall prepare a brief virtual demonstration of the platform/tool for EC to present to Stakeholders.
- 7.04. After a consultation or stakeholder engagement project is identified, the following activities will take place:

Activity	Deliverable	Timeline
Project-specific kick-off meeting (Contractor and Project Authority)	<ul style="list-style-type: none"> <li>• Contractor meets virtually with Project Authority to agree on a work plan and review all deliverables to be submitted by the Contractor.</li> <li>• Project Authority provides comments to the Contractor indicating any changes or revisions required to the written deliverables.</li> </ul>	To be established based on each project

	<ul style="list-style-type: none"> <li>• Project Authority provides additional background information as required.</li> </ul>	
Engagement Strategies and Initiatives	<ul style="list-style-type: none"> <li>• Provide communication advice to support engagement initiatives and strategies.</li> <li>• Provide support to develop options and approach based on EC's public engagement initiatives.</li> <li>• Support creative communication and public engagement products using a variety of tools and techniques using appropriate medium to convey information, ideas, and results, such as crowdsourcing and content communities, including, but not limited to, discussion forums, ideas, guestbook and stories.</li> <li>• Research, develop and implement public engagement strategies and tools to support consultations involving content such as, but not limited to, blogs, microblogs, wikis, crowdsourcing, content communities, and social networks.</li> <li>• Express and exchange information with the Project Authority in a timely, clear and concise manner.</li> </ul>	Ongoing
Public Engagement Services and Support	<ul style="list-style-type: none"> <li>• Provide support for services such as expert advice and communication products to encourage effective public engagement.</li> <li>• Provide support for an unlimited number of consultation projects throughout the contract period.</li> <li>• Identify a dedicated engagement manager/lead as a central point of contact.</li> <li>• Develop organizational capacity and professional skills, as required.</li> <li>• Provide training to EC back-end user to publish, upload and update the content.</li> <li>• Help prepare fully-scoped public engagement project plans to meet consultation objectives. Review proposed consultation activities and provide recommendations on approach.</li> <li>• Provide moderation to ensure forums and discussions are on-topic.</li> </ul>	To be determined at the kick-off meeting

	<ul style="list-style-type: none"> <li>• Ensure consultation input is maintained and available to the project authority and lead</li> <li>• Support the development of consultation reports, as well as benchmark reports.</li> <li>• Provide support, as needed, to EC employees on engagement activities, approaches and tools.</li> <li>• Support creative communication and public engagement products using a variety of tools and techniques using appropriate medium to convey the information, ideas, guestbook and stories.</li> <li>• Research, develop and implement public engagement strategies and tools to support consultations involving content such as, but not limited to, blogs, microblogs, wikis, crowdsourcing, content communities, and social networks.</li> <li>• Express and exchange information with the Project Authority in a timely, clear and concise manner.</li> </ul>	
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**8. HANDLING OF PERSONAL INFORMATION**

- 8.01. EC shall retain control of all data including personal information that it collects or enters into the online survey tool for the purposes of conducting online surveys.
- 8.02. The Contractor will handle all data under the control of EC in accordance with all applicable Government of Canada legislation, including the Privacy Act (R.S.C., 1985, c. P-21).
- 8.03. The Contractor must not use or disclose personal information under the control of EC except as required for the delivery of the services under the Contract.
- 8.04. In the event of any data breach, the Contractor must immediately report the breach to the Project Authority and provide details about both the nature and the extent of the data breach.

<b>PART IV – PARAMETERS</b>
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**9. OFFICIAL LANGUAGES**

9.01. The online system including all introduction, technical support, and reference materials must be made available to EC in both official languages (English and French).

9.02. The application or tool must adhere to the Treasury Board Secretariat's communication policy standards (referred to in 6.02 b) for navigation purposes.

**10. EC OBLIGATIONS AND SUPPORT**

10.01. The EC representatives will provide the Contractor with lists of EC Software as a Service (SaaS) administrators and users.

10.02. EC will provide content (descriptions, questions, documents, photos, videos, maps) in both official languages;

10.03. EC will work with the Contractor to develop the best presentation of content to allow participants to provide input on EC's capital project processes;

10.04. EC will ensure that the appropriate subject matter and technical experts from EC are available to the Contractor as required. Namely, the Web Support team regarding accessibility-related questions.

10.05. EC will provide the Contractor with EC style guide and templates; and

10.06. Provide other assistance or support, as required to efficiently execute the requirements of the Contract.



## Virtual Engagement Platform services

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### ANNEX B

### Pricing Table

The contractor will be paid as specified below for the Work performed in accordance with Annex A – Statement of Work – PART III – Scope of Work.

The initial Contract period has a limitation of expenditure of \$[insert at Contract Award] (applicable sales taxes extra).

**Option 1:** Upon exercising the option to extend from **April 1, 2023 until March 31, 2024**, the option period will have a ceiling price not to exceed \$[insert at Contract Award] (applicable sales taxes extra).

**Option 2:** Upon exercising the option to extend from **April 1, 2024 until March 31, 2025**, the option period will have a ceiling price not to exceed \$[insert at Contract Award] (applicable sales taxes extra).

**Table 1: Initial Period - Effective date to March 31, 2023.**

Description	Estimated amounts
License to use site or site development	insert at contract award
Onboarding/training	insert at contract award
Site admin support, site moderation and accessibility updates	insert at contract award
<b>Initial Period Total:</b>	

**Table 2: Option Period 1 - April 1 2023 – March 31, 2024**

Description	Estimated amounts
License to use site	insert at contract award
Onboarding/training	insert at contract award
Site admin support, site moderation and accessibility updates	insert at contract award
<b>Option Period 1 Total:</b>	

**Table 3: Option Period 2 - April 1 2024 – March 31, 2025**

Description	Estimated amounts
License to use site	insert at contract award
Onboarding/training	insert at contract award
Site admin support, site moderation and accessibility updates	insert at contract award
<b>Option Period 2 Total:</b>	

**UP TO A MAXIMUM OF \$ insert at contract award (applicable sales taxes extra).**

All payments are subject to audit.

**Annex**  
**Supplemental Conditions**  
***Contractor to Own Intellectual Property Rights in Foreground Information***

**Article 1 Interpretation**

**Section 1.01 - Definition**

1.01.01 In the Contract, unless the context otherwise requires:

"Background Information" means all Intellectual Property that is not Foreground Information that is incorporated into the Work or necessary for the performance of the Work and that is proprietary to or the confidential information of the Contractor, its subcontractors or any other third party;

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

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

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

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

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

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

1.01.02 Elections Canada's primary objective in entering into the Contract is to receive the deliverables contracted for, to be able to use those deliverables, and any Intellectual Property arising by virtue of the Contract for Elections Canada's activities, including future contracts, procurements and to protect or advance the broader public interest. These

supplemental general conditions do not affect any existing Intellectual Property Rights in any information belonging to Elections Canada, the Contractor or a third party.

- 1.01.03 Words and expressions defined in the General Conditions and used in these supplemental general conditions have the meanings given to them in the General Conditions. In the event of any inconsistency between the General Conditions and these supplemental general conditions, the applicable provisions of these supplemental general conditions will prevail. If the General Conditions include a section on "Copyright", they are amended by deleting the section in its entirety.
- 1.01.04 If supplemental general conditions 4001, 4003 and 4004 are also incorporated in the Contract, the provisions of those supplemental general conditions concerning the ownership of Intellectual Property will prevail in relation to the subject matter of those supplemental general conditions.
- 1.01.05 References in these supplemental general conditions to the Contractor owning the Foreground Information or any rights in it refer to the Contractor, its subcontractors, its suppliers, its agents, its representatives or any of their employees owning such information or rights, as applicable.

## **Article 2 Records and disclosure of Foreground Information**

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

## **Article 3 Ownership of Intellectual Property Rights in Foreground Information**

- 3.01.01 All Intellectual Property Rights in the Foreground Information belong to the Contractor as soon as they come into existence.

- 3.01.02 Despite the Contractor's ownership of all the Intellectual Property Rights in the Foreground Information, Elections Canada has unrestricted ownership rights in any prototype, model, custom or customized system or equipment that is a deliverable under the Contract, including manuals and other operating and maintenance documents. This includes the right to make them available for public use, whether for a fee or otherwise, sell them or otherwise transfer ownership in them.
- 3.01.03 Any personal information, as defined in the Privacy Act, R.S., 1985, c. P-21, collected by the Contractor in the execution of the Work under the Contract becomes the property of Elections Canada immediately upon collection and must be used only for the performance of the Work. The Contractor has no right in any such personal information.
- 3.01.04 If the Work under the Contract involves the preparation of a database or other compilation using information or data supplied by Elections Canada and any personal information referred to above, the Intellectual Property Rights in the database or compilation containing such information will belong to Elections Canada. The Contractor's Intellectual Property Rights in the Foreground Information are restricted to those capable of being exploited without the use of the information or data supplied by Elections Canada and the personal information.
- 3.01.05 The Contractor must maintain the confidentiality of the information or data supplied by Elections Canada and the personal information as required in the General Conditions. The Contractor must return all the information belonging to Elections Canada on request or on completion or termination of the Contract. This includes returning all hard copies and electronic copies as well as any paper or electronic record that contains any part of the information or information derived from it.

#### **Article 4 Licenses to Intellectual Property Rights in Foreground and Background Information**

- 4.01.01 As Elections Canada has contributed to the cost of developing the Foreground Information, the Contractor grants to Elections Canada a license to exercise all Intellectual Property Rights in the Foreground Information for Elections Canada's activities. Subject to any exception described in the Contract, this license allows Elections Canada to do anything that it would be able to do if it were the owner of the Foreground Information, other than exploit it commercially and transfer or assign ownership of it. The Contractor also grants to Elections Canada a license to use the Background Information to the extent that it is reasonably necessary for Elections Canada to exercise fully all its rights in the deliverables and in the Foreground Information.
- 4.01.02 These licenses are non-exclusive, perpetual, irrevocable, worldwide, fully-paid and royalty-free. Neither license can be restricted in any way by the Contractor providing any form of notice to the contrary, including the wording on any shrink-wrap or click-wrap license or any other kind of packaging, attached to any deliverable.
- 4.01.03 For greater certainty, Elections Canada's licenses include, but are not limited to:

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

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

## **Article 5 Contractor's Right to Grant Licenses**

5.01.01 The Contractor represents and warrants that it has the right to grant to Elections Canada the licenses and any other rights to use the Foreground and Background Information. If

the Intellectual Property Rights in any Foreground or Background Information are or will be owned by a subcontractor or any other third party, the Contractor must have or obtain promptly a license from that subcontractor or third party that permits compliance with section 4 or arrange, without delay, for the subcontractor or third party to grant promptly any required license directly to Elections Canada.

## **Article 6 Waiver of Moral Rights**

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

## **Article 7 License to Intellectual Property Rights to Elections Canada's Information**

- 7.01.01 Any information supplied by Elections Canada to the Contractor for the performance of the Work remains the property of Elections Canada. The Contractor must use Elections Canada's Information only to perform the Contract.
- 7.01.02 If the Contractor wants to use any information owned by Elections Canada for the commercial exploitation or further development of the Foreground Information, the Contractor must obtain a license from the department or agency for which the Contract is performed. In its request for a license to that department or agency, the Contractor must explain why the license is required and how the Contractor intends to use the information. If the department or agency agrees to grant a license, conditions will be negotiated between the Contractor and that department or agency and may include the payment of a compensation to Elections Canada.

## **Article 8 Transfer or License of Contractor's Rights**

- 8.01.01 During the Contract, the Contractor must not sell, transfer, assign or license the Foreground Information without first obtaining the Contracting Authority's written permission.
- 8.01.02 After the Contract, if the Contractor transfer ownership in the Foreground Information, the Contractor is not required to obtain Elections Canada's permission, but must notify the department or agency for whom the Contract is performed in writing of the transfer by referring to the serial number of the Contract and its date and by providing details about the transferee, including the conditions of the transfer. The Contractor must ensure that the transfer requires the transferee to notify the Elections Canada of any future transfer. Any transfer must be subject to all Elections Canada's rights to use the Foreground Information.
- 8.01.03 After the Contract, if the Contractor grants a license or any other right (other than a

transfer of ownership) to a third party to use the Foreground Information, the Contractor is not required to notify Elections Canada, but the license or right granted must not affect Elections Canada's rights in any way.

- 8.01.04 If the Contractor at any time transfers ownership of or grants rights in the Foreground Information that interfere in any way with Elections Canada's rights to use the Foreground Information, the Contractor must, if requested by Elections Canada, immediately take all steps necessary to restore Elections Canada's rights. If the Contractor is not successful in doing so, within the time reasonably required by Elections Canada, the Contractor must immediately reimburse Elections Canada for all costs Elections Canada incurs to do so itself.

#### **Article 9 Transfer of Intellectual Property Rights upon Termination of the Contract for Default**

- 9.01.01 If Elections Canada terminates the Contract in whole or in part for default, Elections Canada may, by giving notice to the Contractor, require the Contractor to transfer to Elections Canada all the Intellectual Property Rights in the Foreground Information, including the rights owned by subcontractors. In the case of Intellectual Property Rights in the Foreground Information that have been sold or assigned to a third party, the Contractor must pay to Elections Canada on demand, at Elections Canada's discretion, the fair market value of the Intellectual Property Rights in the Foreground Information or an amount equal to the payment received by the Contractor from the sale or assignment of the Intellectual Property Rights in the Foreground Information.
- 9.01.02 In the event of the issuance of a notice under subsection 1, the Contractor must, at its own expense and without delay, execute such documents relating to ownership of the Intellectual Property Rights as Elections Canada may require. The Contractor must, at Elections Canada's expense, provide all reasonable assistance in the preparation of applications and in the prosecution of any applications for registration of any Intellectual Property Rights in any jurisdiction, including the assistance of the inventor in the case of an invention.

#### **Article 10 Products created using the Foreground Information**

If the Contractor uses the Foreground Information to develop any new product or any improvement in any existing product, the Contractor agrees that, if Elections Canada wishes to purchase such new or improved product, the Contractor must sell them to Elections Canada at a discount off the lowest price for which it has sold those products to other customers, to recognize Elections Canada's financial contribution to the development of those products.

**Annex**  
**Supplemental Conditions**  
***Licensed Software***

**Article 1 Interpretation**

**Section 1.01 - Definition**

1.01.01 In the Contract, unless the context otherwise requires,

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

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

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

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

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

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

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

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

## **Article 2 License Grant**

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

## **Article 3 Ownership**

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

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

#### **Article 4 User License**

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

#### **Article 5 Device License**

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

#### **Article 6 Entity License**

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

#### **Article 7 Disabling Codes**

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

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

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

## **Article 8 Software Documentation**

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

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

## **Article 9 Media**

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

## **Article 10 Term of License**

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

## **Article 11 Acceptance**

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

## **Article 12 Right to License**

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

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

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

### **Article 13 Enhancements and Improvements**

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

## Article 14 Warranty

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

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

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

#### **Article 15 Source Code Escrow**

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

#### **Article 16 Right to Modify and no Reverse Engineer**

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

## **Article 17 Risk of Loss**

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

## **Article 18 Destruction on Termination or Expiration**

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

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

**Article 1 Interpretation**

**Section 1.01 Definitions**

1.01.01 In the Contract, unless the context otherwise requires:

- “Articles of Agreement” means the clauses and conditions incorporated in full text in the body of the Contract; it does not include these general conditions, any supplemental general conditions, annexes, the Contractor’s bid or any other document;
- “Canada” means Her Majesty the Queen in right of Canada;
- “Contract” means the Articles of Agreement, these general conditions, any supplemental general conditions, annexes and any other document specified or referred to as forming part of the Contract, all as amended by agreement of the Parties from time to time;
- “Contracting Authority” means the person designated by that title in the Contract, or by notice to the Contractor, to act as Elections Canada’s representative to manage the Contract;
- “Contractor” means the person, entity or entities named in the Contract to supply goods, services or both to Elections Canada;
- “Contract Price” means the amount stated in the Contract to be payable to the Contractor for the Work, exclusive of applicable sales tax;
- “Cost” means cost determined according to Contract Cost Principles 1031-2 as revised to the date of the bid solicitation or, if there was no bid solicitation, the date of the Contract;
- “EC Property” means anything supplied to the Contractor by or on behalf of Elections Canada for the purposes of performing the Contract and anything acquired by the Contractor in any manner in connection with the Work, the cost of which is paid by Elections Canada under the Contract;
- “Elections Canada” means the Chief Electoral Officer and any other person duly

authorized to act on his behalf;

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

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

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

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

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

### **Section 1.04 Severability**

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

### **Section 1.05 Entire Agreement**

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

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

## **Section 2.01 Representation and Warranties**

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

## **Article 3 Work**

### **Section 3.01 Specification**

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

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

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

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

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

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

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

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

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

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

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

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

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

## **Article 4 Subcontracts**

### **Section 4.01 Consent**

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

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

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

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

### **Section 5.01 No Tolerance**

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

## **Article 6 Payment**

### **Section 6.01 Invoice Submission**

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

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

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

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

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

### **Section 6.02 Payment Period**

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

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

### **Section 6.03 Withholding of Payment**

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

### **Section 6.04 Interest on Overdue Accounts**

6.04.01 For the purpose of this Section:

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

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

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

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

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

## **Article 7 Accounts and Audit**

### **Section 7.01 Accounts and Audit**

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

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

## **Article 8 Taxes**

### **Section 8.01 Municipal Taxes**

Municipal Taxes do not apply.

### **Section 8.02 Provincial Taxes Exemption**

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

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

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

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

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

### **Section 8.03 Harmonized Sales Tax**

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

### **Section 8.04 Quebec Sales Tax**

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

### **Section 8.05 Provincial Taxes paid by the Contractor**

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

### **Section 8.06 Changes to Taxes and Duties**

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

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

### **Section 8.07 Applicable Sales Tax**

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

### **Section 8.08 Tax Withholding of 15 Percent**

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

## **Article 9 Transportation**

### **Section 9.01 Transportation Costs**

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

### **Section 9.02 Transportation Carriers' Liability**

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

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

### **Article 10 Ownership**

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

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

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

the Contract.

## **Article 12 Liability**

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

## **Article 13 Confidentiality**

### **Section 13.01 Confidentiality**

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

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

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

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

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

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

## **Article 14 Copyright**

### **Section 14.01 Copyright**

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

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

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

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

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

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

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

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

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

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

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

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

## **Article 16 Excusable Delay**

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

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

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

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

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

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

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

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

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

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

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

### **Article 17 Suspension of the Work**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **Article 20 Assignment**

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

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

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

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

## **Article 22 Amendments and Waivers**

### **Section 22.01 Amendment**

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

### **Section 22.02 Waiver**

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

## **Article 23 Codes**

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

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

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

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

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

### **Section 24.01 No Bribe**

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

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

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

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

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

#### **Article 26 International Sanctions**

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

#### **Article 27 Notice**

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

#### **Article 28 Survival**

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

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

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

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

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

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

assigns and the Contractor and its successors and permitted assigns.



## Annex F – Fair Price Certificate

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

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

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Print Name of Witness

\_\_\_\_\_  
Print Name of Authorized Representative

\_\_\_\_\_  
Print Title of Authorized Representative



# Virtual Engagement Platform

## Part 8

### Technical Evaluation Criteria

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M2	Demonstration of Accessibility Requirements Compliance and EC's Accessibility Evaluation of Proposed Resource	
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#	RATED TECHNICAL EVALUATION CRITERIA	MAX. POINTS
R1	Experience developing and maintaining virtual stakeholder engagement platforms for stakeholder consultation activities	12

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R2	<b>Experience providing guidance and tools that support effective virtual stakeholder engagement and consultation</b>	18
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- **TEMPLATE A – PROJECT DESCRIPTION TEMPLATE**

**SECTION A – INSTRUCTIONS TO BIDDERS**

1. In order to facilitate the evaluation of the proposal, EC requests that bidders address and present topics in the same order and with the same headings as the evaluation criteria. Bidders should clearly identify where 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.
2. 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.
3. 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.
4. Projects must have been completed by the solicitation closing date.
5. 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.
6. 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

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**SECTION B – DEFINITIONS.** 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.

WCAG 2.0	means the Web Content Accessibility Guidelines 2.0, as outlined on <a href="http://www.w3.org">www.w3.org</a> , which covers a wide range of recommendations for making Web content more accessible. covers a wide range of recommendations for making Web content more accessible.
WCAG 2.1	means the Web Content Accessibility Guidelines 2.1, as outlined on <a href="http://www.w3.org">www.w3.org</a> . WCAG 2.1 extends WCAG 2.0, which was published as a W3C Recommendation in December 2008. Content that conforms to WCAG 2.1 also conforms to WCAG 2.0.
WCAG Success Criteria	For each guideline, testable success criteria are provided to allow WCAG 2.0 to be used where requirements and conformance testing are necessary such as in design specification, purchasing, regulation, and contractual agreements. In order to meet the needs of different groups and different situations, three levels of conformance are defined: A (lowest), AA, and AAA (highest). Additional information on WCAG levels can be found in <a href="#">Understanding Levels of Conformance</a> .

**TABLE A – MANDATORY TECHNICAL EVALUATION CRITERIA**

#	Mandatory Technical Evaluation Criteria	Scoring Methodology	Response
M1	<p><b>Demonstration of Virtual Stakeholder Engagement Experience</b></p> <p>Within the last 10 years of the RFP closing date, the bidder’s proposed resource must have a minimum of 4 cumulative years of experience in virtual stakeholder engagement.</p> <p>The Bidder should also clearly demonstrate the number of consultation projects they have deployed that allowed clients to consult with their stakeholders on specific issues through the use of engagement/consultation tools featured on their platform.</p> <p><b>Submission requirement</b> The bidder must demonstrate that they meet the requirement by providing a maximum of 3 project descriptions for the noted experience obtained within the time period specified above. Each project description must include the following:</p> <ul style="list-style-type: none"> <li>(a) Name of the client organization</li> <li>(b) Start and end dates (month-year format) of work performed on the project by the bidder</li> <li>(c) Brief description of the work performed project relevance to SOW, pointing to client-to-stakeholder consultation activities held on the proposed resource (such as using surveys, forums, etc.).</li> </ul> <p>The bidder must demonstrate using project descriptions that the proposed resource meets the requirement, by fully completing - Template A: Project Description Template, for the noted experience obtained within the within the time period specified above.</p>	<p><input type="checkbox"/> Met</p> <p><input type="checkbox"/> Not Met</p>	

#	Mandatory Technical Evaluation Criteria	Scoring Methodology	Response
	<p>Note: It is important that you demonstrate each Criteria’s experience by using Template A: Project Description Template. The substantiation must not simply be a repetition of the requirement(s), but must explain and demonstrate how the proposed resource meets the requirements. A description of sub-tasks and activities are required.</p>		
<p><b>M2</b></p>	<p><b>Demonstration of Accessibility Requirements Compliance and EC’s Accessibility Evaluation of Proposed Resource</b></p> <p>The bidder must provide an accessibility audit clearly indicating the WCAG 2.1 AA compliance of the proposed resource..</p> <p>The bidder must submit and provide EC with access to a demo website from one of the proposed resource’s consultation websites for an EC evaluator to perform an additional accessibility audit. This demo site must pass the audit to EC’s interpretation of WCAG 2.1 AA standards.</p> <p><b>Submission requirement</b></p> <p>The bidder must demonstrate that they meet the requirement by submitting an accessibility audit clearly indicating the WCAG 2.1 AA compliance (or higher) of the proposed resource.</p> <p>By providing a URL link, the bidder must submit and provide EC with access to a demo website from one of the proposed resource’s consultation websites for an EC evaluator to perform an additional accessibility audit. This demo site must pass the audit to EC’s standards.</p>	<p><input type="checkbox"/> Met</p> <p><input type="checkbox"/> Not Met</p>	

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#	Mandatory Technical Evaluation Criteria	Scoring Methodology	Response
M3	<p><b>Official languages</b></p> <p>The bidder must demonstrate that the proposed resource is a fully bilingual platform (French and English).</p> <p>The bidder must demonstrate that the proposed resource is staffed with the capabilities with regard to reading, writing and speaking in French or English, at an advanced level specific to the resource category for which they are being proposed.</p> <p><b>Submission requirement</b> The proposed resource and supporting staff must be able to perform the work in French and English, at an advanced level, specific and relevant to the statement of work</p> <p>The bidder must demonstrate that they meet the requirement in part (A) clearly attesting in the proposal the proposed resource and team’s language capabilities with regards to reading, writing and speaking in French or English.</p> <p>The bidder must demonstrate that they meet the requirement in part (B) by providing a certificate or a reference letter or copy of the proposed resource’s test results demonstrating they meet above requirement</p>	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	
M4	<p><b>Proposed work management plan</b></p> <p>The bidder must provide an overview of its proposed work management plan in its proposal.</p> <p>The proposed approach submitted in response</p>	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	

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#	Mandatory Technical Evaluation Criteria	Scoring Methodology	Response
	to M4 will be further rated at rated criterion R3.		

**TABLE B – RATED TECHNICAL EVALUATION CRITERIA**

#	Rated Technical Evaluation Criteria	Max Points	Response
R1	<p><b>Experience developing and maintaining virtual stakeholder engagement platforms for stakeholder consultation activities</b></p> <p>The Bidder should clearly demonstrate, using consultation project descriptions (maximum 3), the proposed resource’s experience developing and maintaining virtual stakeholder engagement platforms with the following themes:</p> <ul style="list-style-type: none"> <li>i. Developing a virtual engagement site</li> <li>ii. Maintaining a virtual engagement site</li> <li>iii. Developing virtual engagement tools for consulting stakeholders (i.e. surveys, forums, etc.)</li> <li>iv. Assisting with virtual stakeholder consultation activities</li> <li>v. Providing advice and guidance to clients on their consultation projects within the bidder’s virtual engagement site</li> <li>vi. Providing moderation services</li> </ul> <p><b>Submission requirement</b></p> <p>In order to meet the requirement, the Bidder should demonstrate that they satisfy the criterion elements (i-vi) using a minimum of 2 and a maximum of 3 consultation project descriptions. Bidder should complete Template A: Project Description Template, for the noted experience obtained within the last 10 years of the RFP closing date.</p> <p><b>Scoring methodology</b></p> <p>The Bidder will receive up to two (2) points for each criterion element (i-vi.), up to 12 points.</p> <p>The Bidder shall receive full points for each element of the criterion that is demonstrated and 0 points for each element that is not demonstrated.</p> <p>Please note: It is important that you demonstrate each Criteria’s experience by using Template A: Project Description</p>	12	

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#	Rated Technical Evaluation Criteria	Max Points	Response
	<p>Template. The substantiation must not simply be a repetition of the requirement(s), but must explain and demonstrate how the proposed resource meets the requirements. A description of sub-tasks and activities are required.</p>		
R2	<p><b>Experience providing tools that support effective virtual stakeholder engagement and consultation</b></p> <p>The proposed resource should have experience with the following:</p> <ul style="list-style-type: none"> <li>i. providing guidance in effective virtual stakeholder engagement and consultation. (2 points)</li> <li>ii. providing consultation tools that facilitate effective consultations between stakeholders and the client. (3 points)</li> <li>iii. providing project-specific communications advice for optimal use of the consultation tools. (1 point)</li> </ul> <p><b>Submission requirement</b></p> <p>The bidder should demonstrate that they meet the requirement by providing 2-3 consultation project descriptions that proposed resource meets the criterion elements (i-iii) by fully completing Template A: Project Description Template, for the noted experience obtained within the last 10 years of the RFP closing date.</p> <p><b>Scoring methodology</b></p> <p>The bidder will receive up to 6 points (sum of points for i–iii) for each project that clearly demonstrates experience in each criterion (i to iii) above.</p> <p>Please note: It is important that you demonstrate each Criteria’s experience by using Template A: Project Description Template. The substantiation must not simply be a repetition of the requirement(s), but must explain and demonstrate how the proposed resource meets the requirements. A description of sub-tasks and activities are required.</p>	18	
R3	<p><b>Quality of work management plan</b></p> <p>The bidder should provide a proposed work management plan in response to criterion M4 which demonstrates a</p>	20	

#	Rated Technical Evaluation Criteria	Max Points	Response
	<p>thorough understanding of the Work required as outlined in the SOW.</p> <p>The bidder's proposed plan will be evaluated against the following criteria:</p> <ul style="list-style-type: none"> <li>i. Demonstrates a thorough understanding of the project objectives (up to 5 points)</li> <li>ii. Identifies any relevant methodological challenges associated with the requirement and proposes viable solutions (up to 5 points)</li> <li>iii. Demonstrates all key milestones and deliverables (up to 5 points)</li> <li>iv. Demonstrates feasibility and time control within the prescribed deadline (up to 5 points)</li> </ul> <p><b>Scoring Methodology</b></p> <p>The bidder will receive up to 5 points per element as follows:</p> <p><b>Excellent:</b> 5 points – Response clearly and comprehensively addresses the criteria and includes exceptional insight or unique perspectives.</p> <p><b>Good:</b> 4 points – Response generally addresses the criteria but may have minor gaps in clarity or completeness.</p> <p><b>Fair:</b> 2 points – Response somewhat addresses the criteria with significant gaps.</p> <p><b>Unsatisfactory:</b> 0 points – Response is missing or irrelevant or insufficient information provided to assess.</p>		
<b>R4</b>	<p><b>Format of the proposal</b></p> <p>The bidder should submit an easy-to-follow and well-structured proposal with the following elements:</p> <ul style="list-style-type: none"> <li>i. Follows a coherent structure including use of headings and numbering consistent with the evaluation criteria;</li> <li>ii. Uses correct sentence structure, spelling, grammar and punctuation;</li> <li>iii. Contains an appropriate language level;</li> <li>iv. Includes consistent use of terminology, and clear and</li> </ul>	8	

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#	Rated Technical Evaluation Criteria	Max Points	Response
	<p>concise text; and</p> <p>v. Omits excessive or irrelevant information.</p> <p><b>Scoring methodology</b> The bidder will receive up to 8 points as follows:</p> <ul style="list-style-type: none"> <li>• 8 points: The proposal meets all of the components listed above.</li> <li>• 6 points: The proposal meets three or four of the components listed above with only minor inconsistencies.</li> <li>• 0 points: The proposal meets one or two of the components listed above with major inconsistencies.</li> </ul>		
R5	<p><b>Proposed project team</b></p> <p>The bidder must provide a list of the main personnel (i.e. project leaders, supervisors) who would be in charge of the following requirements set out in the SOW:</p> <p>i. Section 6.01.01 of the SOW: Development or maintenance of application</p> <p>ii. Section 6.01.02 of the SOW: Moderation services</p> <p>iii. Section 6.01.03 of the SOW: Reporting and Analytics</p> <p>iv. Section 6.01.04 of the SOW: Support and Maintenance</p> <p><b>Submission requirement</b></p> <p>The bidder must outline the proposed team structure, identify the number, type/title, and roles/responsibilities of resource categories proposed, identify the proposed resource names and provide a brief description of the management approach for the proposed team.</p> <p><b>Scoring methodology</b></p> <p>The bidder will receive up to 12 points (sum of points for 1–4) for each team that clearly demonstrates the capacity to respond to the needs identified in each criterion (1 to 4) above.</p> <p>Please note: The substantiation must not simply be a repetition of the requirement(s), but must explain and</p>	12	

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#	Rated Technical Evaluation Criteria	Max Points	Response
	demonstrate how the proposed resource meets the requirements. A description of sub-tasks and activities is required.		
<b>MAXIMUM POINTS AVAILABLE = 72 POINTS</b>			
<b>MINIMUM PASS MARK OF 70% OVERALL = 49 POINTS</b>			

**TEMPLATE A – PROJECT DESCRIPTION TEMPLATE**

Project # [Bidder to Insert]			
Bidder name		Name of proposed resource	
<b>Client Identification</b>	Project title		
	Client name		
	Client contact name		
	Client contact title		
	Client telephone no. or e-mail address		
1. Project description (max. 400 words)			
2. Start and end dates (month-year format) OR Number of days or hours of work performed on the project by the bidder			
3. Description of role of the resource on the project (max. 200 words)			





## **Virtual Engagement Platform**

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### **Part 9**

#### **Financial Evaluation Criteria**

## PART 9 – FINANCIAL EVALUATION CRITERIA

### 1.0 General Instructions with respect to Annex A to Part 9 – Financial Proposal Pricing Table Template “Pricing Tables”.

The initial Contract period has a limitation of expenditure of \$[Bidder to insert] (applicable sales taxes extra).

**Option 1:** Upon exercising the option to extend from **April 1, 2023 until March 31, 2024**, the option period will have a ceiling price not to exceed \$[Bidder to insert] (applicable sales taxes extra).

**Option 2:** Upon exercising the option to extend from **April 1, 2024 until March 31, 2025**, the option period will have a ceiling price not to exceed \$[Bidder to insert] (applicable sales taxes extra).

**Table 1: Initial Period - Effective date to March 31, 2023.**

Description	Estimated amounts
License to use site or site development	\$ [Bidder to insert]
Onboarding/training	\$ [Bidder to insert]
Site admin support, site moderation and accessibility updates	\$ [Bidder to insert]
<b>Initial Period Total:</b>	\$ [Bidder to insert]

**Table 2: Option Period 1 - April 1 2023 – March 31, 2024**

Description	Estimated amounts
License to use site	\$ [Bidder to insert]
Onboarding/training	\$ [Bidder to insert]
Site admin support, site moderation and accessibility updates	\$ [Bidder to insert]
<b>Option Period 1 Total:</b>	\$ [Bidder to insert]

**Table 3: Option Period 2 - April 1 2024 – March 31, 2025**

Description	Estimated amounts
License to use site	\$ [Bidder to insert]
Onboarding/training	\$ [Bidder to insert]
Site admin support, site moderation and accessibility updates	\$ [Bidder to insert]
<b>Option Period 2 Total:</b>	\$ [Bidder to insert]