



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

REQUEST FOR PROPOSAL

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

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

<i>signature of authorized signatory</i>

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

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

Office of the Chief Electoral Officer File No. ECRS-RFP-13-0702

Title: Event Field Office Services (EFOS)	Date: June 2, 2014
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Request for Proposal Closing Date: July 23, 2014 2:00pm (ET)
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INQUIRIES – address inquiries to:	
Office of the Chief Electoral Officer of Canada Procurement and Contracting Services 30 Victoria Street Gatineau QC K1A 0M6 proposition-proposal@elections.ca	
Attention: Ron Shaheen	Tel No. 819-939-1489

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

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

Part 1 – General Information

Part 2 – Bidder Instructions

Part 3 – Proposal Preparation Instructions

Part 4 – Evaluation Procedures and Basis of Selection

Part 5 – Security, Financial and Other Requirements

Part 6 – Resulting Contract

Annex A – Statement of Work

Appendix A – Hardware and Software Requirements

Appendix B - Professional Services Resources

Appendix C – Target Field Office & Headquarters Layouts

Appendix D - Technical Certification Requirements

Appendix E - Blueprint - Sample Template

Appendix F - Packaging Notice - Sample Template

Appendix G – Work Management Plan (to be inserted at contract award)

Appendix H – Glossary of Terms & Acronyms

Annex B – Pricing Table (to be inserted at contract award)

Annex C – Supplemental Conditions – Hardware Purchase, Lease and Maintenance

Annex D – Microsoft End User License Terms

Annex E – Supplemental Conditions – Licensed Software

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

Annex G – Supplemental Conditions – Personal Information

Annex H – General Conditions

Annex I – Sample Task Authorization Form

Annex J – Letter of Credit Requirements

Annex K – Security Requirements Check List

Annex L – Government Security Policies

Annex M – List of Comprehensive Land Claims Agreement Claimant Groups

Part 7 – Technical Evaluation Criteria

Part 8 – Financial Evaluation Criteria

Annex A – Proposal Pricing Table Template

Part 9 – Certificates

Part 10 – Location of Field Offices for 41st General Election

Request for Proposal

ECRS-RFP-13-0702

Part 1. General Information

1.1 Code of Conduct for Procurement

- 1.1.1 To comply with the Code of Conduct for Procurement, bidders 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, submit proposals and enter into contracts only if they will fulfill all obligations of those contracts.
- 1.1.2 Bidders acknowledge that, to ensure fairness, openness and transparency in the procurement process, the commission of certain acts or offences will render them ineligible to be awarded a contract. Elections Canada will declare non-responsive any proposal in respect of which the information herein requested is missing or inaccurate, or in respect of which the information contained in the certificates contemplated in this Section 1.1 is found to be untrue, in any respect, by Elections Canada. If it is determined, after Contract award, that the bidder made a false declaration or certification, Elections Canada will have the right to terminate for default the resulting Contract. The bidder and any of the bidder's Affiliates will also be required to remain free and clear of any acts or convictions specified herein during the period of any contract arising from this solicitation. Elections Canada may verify the information provided by the bidder, including the information relating to the acts or convictions specified herein, through independent research, use of any government resources or by contacting third parties.
- 1.1.3 By submitting a proposal, the bidder certifies that no one convicted under any of the provisions under Paragraphs 1.1.3(a) or (b) is to receive any benefit under a contract arising from this solicitation. In addition, the bidder certifies that except for those offences where a criminal pardon or a record suspension has been obtained or capacities restored by the Governor in Council, neither the bidder nor any of the bidder's Affiliates has ever been convicted of an offence under any of the following provisions:

- (a) Criminal Code of Canada, R.S.C. 1985, c. C-46:
- i. section 121 (Frauds on the government and contractor subscribing to election fund);
 - ii. section 124 (Selling or Purchasing Office);
 - iii. section 380 (Fraud committed against Her Majesty);
 - iv. section 418 (Selling defective stores to Her Majesty);
 - v. section 462.31 (Laundering proceeds of crime);
 - vi. section 467.11 to 467.13 (Participation in activities of criminal organization);

- (b) Financial Administration Act, R.S.C. 1985, c. F-11:
 - i. paragraph 80(1)(d) (False entry, certificate or return);
 - ii. subsection 80(2) (Fraud against Her Majesty);
 - iii. section 154.01 (Fraud against Her Majesty);
- (c) Competition Act, R.S.C. 1985, c. C-34:
 - i. section 45 (Conspiracies, agreements or arrangements between competitors);
 - ii. section 46 (Foreign directives);
 - iii. section 47 (Bid Rigging);
 - iv. section 49 (Agreements or arrangements of federal financial institutions);
 - v. section 52 (False or misleading representation);
 - vi. section 53 (Deceptive notice of winning a prize);
- (d) Income Tax Act, R.S.C. 1985, c-1:
 - i. section 239 (False or deceptive statements);
- (e) Excise Tax Act, R.S.C. 1985, c. E-15:
 - i. section 327 (False or deceptive statements);
- (f) Corruption of Foreign Public Officials Act, S.C. 1998, c-34:
 - i. section 3 (Bribing a foreign public official);
- (g) Controlled Drugs and Substance Act, S.C. 1996, c-19:
 - i. section 5 (Trafficking in substance);
 - ii. section 6 (Importing and exporting);
 - iii. section 7 (Production of substance).

1.1.4 In circumstances where a criminal pardon or a record suspension has been obtained or capacities restored by the Governor in Council, the bidder must provide with its proposal a certified copy of confirming documentation from an official source. If such documentation has not been received by the time the evaluation of proposals is completed, Elections Canada will inform the bidder of a time frame within which to provide the documentation. Failure to comply will render the proposal non-responsive.

1.1.5 Bidders understand that Elections Canada may contract outside of the present solicitation process with a supplier who has been convicted of an offence enumerated under Paragraphs 1.1.3 (c) to (g), or with an Affiliate who has been convicted of an offence enumerated under Paragraphs 1.1.3 (c) to (g), when required to do so by law or legal proceedings, or when Elections Canada considers it necessary to the public interest for reasons which include, but are not limited to:

- (a) only one person is capable of performing the Contract;
- (b) emergency;

- (c) national security;
- (d) health and safety; or
- (e) economic harm.

Elections Canada reserves the right to impose additional conditions or measures to ensure the integrity of the procurement process.

- 1.1.6 By submitting a proposal, the bidder certifies that neither the bidder nor any of the bidder's Affiliates have directly or indirectly paid or agreed to pay, and will not directly or indirectly pay a contingency fee to any individual for the solicitation, negotiation or obtaining of the Contract if the payment of the fee would require the individual to file a return under section 5 of the *Lobbying Act*.
- 1.1.7 For the purposes of this RFP, an Affiliate means a business concern, organization or individual that, directly or indirectly, 1) either one controls or has the power to control the other, or 2) a third party has the power to control both. Indicia of control, include, but are not limited to, interlocking management or ownership, identity of interests among family members, shared facilities and equipment, common use of employees, or a business entity created following the charges or convictions contemplated in this Section which has the same or similar management, ownership, or principal employees as the bidder that is charged or convicted, as the case may be.
- 1.1.8 The bidder acknowledges and agrees that the certifications contemplated must remain valid during the period of the Contract arising from this RFP.

1.2 Definitions

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

1.3 Summary

1.3.1 The Requirement

(a) Background

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, commonly known as Elections Canada.

Elections Canada has employees working at its offices located in Gatineau, Quebec to perform on-

going planning and administrative functions required by the *Canada Elections Act*. Elections Canada's staff increases considerably to support a federal general election.

During federal general elections, approximately 588 Field Offices, varying in types and sizes, are established across Canada to support the deployment of activities related to such event. The logistics and support involved in commissioning the Field Offices is significant and is mission-critical to the operations of a federal general election. For information purposes, Part 10 provides detail of the addresses of the Field Offices for the 41st general election held on May 2, 2011.

The RFP will detail the technologies and services that the contractor will be required to deploy to the Field Offices and the Headquarters during Events.

(b) Brief Description

As part of this requirement, the contractor will be required to supply the following functional integrated systems and related services to Elections Canada:

- i) provide and manage a Work Management Plan to ensure that the Work is planned and delivered in accordance with this SOW;
- ii) supply and store COTS Equipment, Accessories and Consumable Goods in its Facility;
- iii) supply licenses for the COTS Software;
- iv) upon receiving a Packaging Notice from the Technical Authority, assemble, configure, test and prepare for delivery all required equipment and systems for each Field Office and Headquarters location;
- v) upon receiving Address Confirmation Notices from the Technical Authority deliver, install and support all required equipment and systems for each Field Office across Canada;
- vi) upon receiving Decommissioning Notices from the Technical Authority de-install and recover from each Field Office any equipment and systems it has deployed in such Field Office and Headquarters location;
- vii) provide a bilingual national support desk to support the Field Office and Headquarters equipment and systems it deploys and supports; and
- viii) provide a Web-based Administration Interface to allow Elections Canada to remotely access and manage the equipment and systems deployed in its office locations across Canada.

1.3.2 **Period of the Contract**

The Contract period will be from the Effective Date of the Contract to December 31, 2017. In addition, the bidder grants to Elections Canada the irrevocable option to extend the Term of the Contract by one additional period of three years under the same terms and conditions.

1.3.3 **Security Requirement**

There is a security requirement associated with the requirement. For additional information, consult

Part 5 – Security, Financial and other Requirements, and Part 6 – Resulting Contract.

1.3.4 Trade Agreements

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

1.3.5 Comprehensive Land Claims Agreements

The region of delivery for the goods and/or services may be in areas subject to the following Comprehensive Land Claims Agreements:

- (a) Northeastern Quebec Agreement
- (b) James Bay and Northern Quebec Agreement
- (c) Eeyou Marine Region Land Claims Agreement
- (d) Inuvialuit Final Agreement
- (e) Gwich'in Comprehensive Land Claim Agreement
- (f) Tlicho Land Claims and Self Government Agreement
- (g) Sahtu Dene and Metis Comprehensive Land Claim Agreement
- (h) Nunavut Land Claim Agreement
- (i) Nunavik Inuit Land Claim Agreement
- (j) Champagne and Aishihik First Nation Final Agreement
- (k) First Nation of Nacho Nyak Dun Final Agreement
- (l) Teslin Tlingit Council Final Agreement
- (m) Vuntut Gwitchin First Nation Final Agreement
- (n) Little Salmon/Carmacks First Nation Final Agreement
- (o) Selkirk First Nation Final Agreement

- (p) Trondek Hwech'in Final Agreement
- (q) Ta'an Kwach'an Council Final Agreement
- (r) Kwanlin Dun First Nation Final Agreement
- (s) Kluane First Nation Final Agreement
- (t) Carcross/Tagish First Nation Final Agreement
- (u) Labrador Inuit Land Claim Agreement
- (v) Nisga'a Final Agreement
- (w) Tsawwassen First Nation Final Agreement
- (x) Maa-nulth First Nation Final Agreement

1.3.6 Federal Contractors Program

There is a Federal Contractors Program (FCP) for employment equity requirement associated with this procurement. Please see Part 6 - Resulting Contract Clauses and Part 9 – Certificates.

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

Part 2. Bidders Instructions

2.1 Instructions and Conditions

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

2.2 Procurement Business Number

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

2.3 Definition of Bidder

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

2.4 Submission of Proposals

2.4.1 Elections Canada requires that the bidder or the authorized representative of the bidder complete and sign the first page of the RFP and submit such page with its proposal at the RFP closing date and time. If a proposal is submitted by a joint venture, it must be in accordance with Section 2.16. If the first page of the RFP is not provided with the bidder’s proposal, the Contracting Authority will request it and the bidder must provide it within the delay prescribed in such request.

2.4.2 It is the bidder’s responsibility to:

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

2.4.3 If Elections Canada has provided bidders with multiple formats of a document that forms part

of the RFP (for example, a document may be downloaded through the Government Electronic Tendering Service (GETS) but may also be made available on CD-ROM through GETS), 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 Proposal will remain open for acceptance for a period of not less than 180 calendar 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 (3) calendar days before the end of the proposal validity period. If the extension is accepted by all responsive bidders, Elections Canada will continue with the evaluation of the proposals. If the extension is not accepted by all responsive bidders, Elections Canada will, at its sole discretion, either continue with the evaluation of the proposals of those who have accepted the extension or cancel the RFP.
- 2.4.5 Proposal documents and supporting information may be submitted in either English or French.
- 2.4.6 Proposals received on or before the stipulated RFP closing date and time will become the property of Elections Canada and will not be returned. All proposals will be treated as confidential, subject to the provisions of the *Access to Information Act*, R.S. 1985, c. A-1 and the *Privacy Act*, R.S. 1985, c. P-21.
- 2.4.7 Unless specified otherwise in the RFP, Elections Canada will evaluate only the documentation provided with a bidder's proposal. Elections Canada will not evaluate information such as references to Web site addresses where additional information can be found, or technical manuals or brochures not submitted with the proposal.
- 2.4.8 A proposal cannot be assigned or transferred in whole or in part.

2.5 Transmission by Facsimile and Email

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

2.6 Late Proposals

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

2.7 Delayed Proposals

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

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

that clearly indicates that the proposal was mailed before the RFP closing date.

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

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

2.8 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 2.7.

2.9 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.

2.10 Rights of Elections Canada

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.

2.11 Rejection of Proposal

2.11.1 Elections Canada may reject a proposal where any of the following circumstances are present:

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

2.11.2 Where Elections Canada intends to reject a proposal pursuant to a provision of Subsection 2.11.1, the Contracting Authority will so inform the bidder and provide the bidder 10 calendar days within which to make representations, before making a final decision on the rejection of the proposal.

2.11.3 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.

2.12 Communication – Solicitation Period

2.12.1 To ensure the integrity of the competitive procurement process, enquiries and other communications regarding the RFP must be directed only to the Contracting Authority identified in the RFP. Failure to comply with this requirement may result in the proposal being declared non-responsive.

2.12.2 To ensure consistency and quality of information provided to bidders, and subject to Section 2.19, enquiries received and the replies to such enquiries that result in clarifications or modifications to the requirement or that provide additional information related to the requirement will be provided simultaneously to bidders to which the RFP has been sent, without revealing the sources of the enquiries.

2.13 Price Justification

2.13.1 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.

2.13.2 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 2.13.1. Failure to comply with the request within such delay may result in the proposal being declared non-responsive.

2.14 Proposal Costs

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.

2.15 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; in the case of error in the extension of prices, the unit price will govern;
- (f) verify any information provided by bidders through independent research, use of any government resources or by contacting third parties; and
- (g) interview, at the sole costs of bidders, any bidder and/or any or all of the resources proposed by bidders to fulfill the requirement of the RFP.

2.15.2 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 Joint Venture

2.16.1 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.

2.16.2 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.

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

2.17 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, 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, 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 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 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.

2.19 Enquiries

2.19.1 All enquiries must be submitted in writing to the Contracting Authority no later than 15 calendar days before the RFP closing date. Enquiries received after that time may not be answered.

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

2.20 Applicable Laws

2.20.1 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.

2.20.2 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.

2.21 Improvement of Requirement during Solicitation Period

Should bidders consider that the specifications or the SOW contained in the RFP could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least 15 calendar days before the RFP closing date. Elections Canada will have the right to accept or reject any or all suggestions.

2.22 Basis for 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) Where the material developed or produced consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.

Part 3. Proposal Preparation Instructions

3.1. Proposal Preparation Instructions

3.1.1 Elections Canada requests that bidders provide their proposal in separately bound sections as follows:

Section I: Technical Proposal (one original and four hard copies) and one soft copy on a USB memory stick

Section II: Financial Proposal (two hard copies) and one soft copy on a USB memory stick

Section III: Certifications (two hard copies)

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

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

3.1.4 Elections Canada requests that bidders follow the format instructions described below in the

preparation of their proposal:

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

3.1.5 In the event that a bidder fails to provide the numbers of copies required pursuant to Subsection 3.1.1, the Contracting Authority will contact the bidder and provide the bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the proposal non-responsive.

3.1.6 To assist in reaching the objective set out in the Policy on Green Procurement, bidders are encouraged to:

- (a) use paper containing fibre certified as originating from a sustainably managed forest and/or containing a minimum 30% recycled content; and
- (b) use an environmentally preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

3.2. Section I – Technical Proposal

3.2.1 In their technical proposal, bidders should demonstrate their understanding of the requirements contained in the RFP and explain how they will meet the requirements of the SOW and carry out the Work in a thorough, concise and clear manner.

3.2.2 The technical proposal should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the proposal will be evaluated which are set out in Part 7 – Technical Evaluation Criteria. Simply repeating the statement contained in the RFP is not sufficient. In order to facilitate the evaluation of the proposal, Elections Canada requests that the bidder address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their proposal by identifying the specific paragraph and page number where the subject topic has already been addressed.

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

3.3. Section II – Financial Proposal

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

3.4. Section III – Certificates

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

Part 4. Evaluation Procedures and Basis of Selection

4.1. General Evaluation Procedures

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

4.2. Technical Evaluation

- 4.2.1 Mandatory and point rated technical evaluation criteria are set out in Part 7 – Technical Evaluation Criteria.

4.3. Financial Evaluation

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

4.4. Basis of Selection

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

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

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

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

4.4.3 Phase 1 – Mandatory Technical Evaluation

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

With respect to each client reference provided by bidders for mandatory technical evaluation criteria, Elections Canada may decide to contact all client references for all mandatory technical evaluation criteria or those for only specific mandatory technical evaluation criteria. If it so decides, the client references of all bidders for those identified mandatory technical evaluation criteria will be contacted.

Elections Canada will make only 3 attempts over a maximum of 5 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 3 attempts using the Original Contact Info, the Contracting Authority may contact the bidder for alternative contact information for that same client reference. Elections Canada will make only 3 attempts over a maximum of 5 Business Days from the first attempt to contact a client reference alternate contact information. The bidder will not be permitted to submit an alternate client reference after the RFP closing date.

If Elections Canada is unsuccessful in obtaining a response from a client reference (either through the Original Contact Info or the alternate contact information), after making such attempts, the proposal will be deemed non-responsive and will not be given further consideration.

For greater certainty, the bidder will only be given the opportunity to provide alternate contact information one time for each client reference.

4.4.4 Phase 2 – Rated Technical Evaluation

In Phase 2, the proposals that are deemed responsive in Phase 1 will be evaluated against the rated technical evaluation criteria set out in Section B of Part 7 – Technical Evaluation Criteria (the “Phase 2 Proposal”). If any Phase 2 Proposal does not obtain the required minimum of eighty (80) percent overall of the points for the technical evaluation criteria which are subject to point rating, such proposal will be deemed non-responsive and will not be given further consideration. The rating is performed on a scale of 422 points.

4.4.5 Phase 3 – Financial Evaluation

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

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

4.4.6 Phase 4 – Determination of Highest Ranked Bidder

In Phase 4, the proposal deemed responsive in Phases 1, 2 and 3 with the lowest evaluated price per point, as determined in accordance with the following formula, will be considered for award of a contract:

$$\frac{\text{TOTAL COST}}{\text{TOTAL TECHNICAL SCORE}} = \text{PRICE PER POINT}$$

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

Part 5. Security, Financial and Other Requirements

5.1 Security Requirement

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

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

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

5.2 Financial Capability

5.2.1 The bidder must have the financial capability to fulfill this requirement. To determine the bidder’s financial capability, the Contracting Authority may, by written notice to the bidder, require the submission of some or all of the financial information detailed below during the evaluation of proposals. The bidder must provide the following information to the Contracting Authority within 15 calendar days of the request or as specified by the Contracting Authority in the notice:

- (a) Audited financial statements, if available, or the unaudited financial statements (prepared by the bidder’s outside accounting firm, if available, or prepared in-house if no external statements have been prepared) for the bidder’s last three fiscal years, or for the years that the bidder has been in business if this is less than three years (including, as a minimum, the Balance Sheet, the Statement of Retained Earnings, the Income Statement and any notes to the statements).
- (b) If the date of the financial statements in 5.2.1 (a) above is more than five months before the date of the request for information by the Contracting Authority, the bidder must also provide, unless this is prohibited by legislation for public companies, the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement), as of two months before the date on which the Contracting Authority requests this information.
- (c) If the bidder has not been in business for at least one full fiscal year, the following must be provided:
 - i. the opening Balance Sheet on commencement of business (in the case of a

corporation, the date of incorporation); and

- ii. the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement) as of two months before the date on which the Contracting Authority requests this information.

(d) A certification from the Chief Financial Officer or an authorized signing officer of the bidder that the financial information provided is complete and accurate.

(e) A confirmation letter from all of the financial institution(s) that have provided short-term financing to the bidder outlining the total of lines of credit granted to the bidder and the amount of credit that remains available and not drawn upon as of one month prior to the date on which the Contracting Authority requests this information.

(f) A detailed monthly Cash Flow Statement covering all the bidder's activities (including the requirement) for the first two years of the requirement that is the subject of the RFP, unless this is prohibited by legislation. This statement must detail the bidder's major sources and amounts of cash and the major items of cash expenditures on a monthly basis, for all the bidder's activities. All assumptions made should be explained as well as details of how cash shortfalls will be financed.

(g) A detailed monthly Project Cash Flow Statement covering the first two years of the requirement that is the subject of the RFP, unless this is prohibited by legislation. This statement must detail the bidder's major sources and amounts of cash and the major items of cash expenditures, for the requirement, on a monthly basis. All assumptions made should be explained as well as details of how cash shortfalls will be financed.

5.2.2 If the bidder is a joint venture, the financial information required by the Contracting Authority must be provided by each member of the joint venture.

5.2.3 If the bidder is a subsidiary of another company, then any financial information in 5.2.1 (a) to (f) above required by the Contracting Authority must be provided by the ultimate parent company. Provision of parent company financial information does not satisfy the requirement for the provision of the financial information of the bidder, and the financial capability of a parent cannot be substituted for the financial capability of the bidder itself unless an agreement by the parent company to sign a "Parental Guarantee", as drawn up by Elections Canada, is provided with the required information.

5.2.4 Elections Canada reserves the right to request from the bidder any other information that Elections Canada requires to conduct a complete financial capability assessment of the bidder.

- 5.2.5 If the bidder provides the information required above to Elections Canada in confidence while indicating that the disclosed information is confidential, then Elections Canada will treat the information in a confidential manner as permitted by Paragraphs 20(1) (b) and (c) of the Access to Information Act, R.S., 1985, c. A-1.
- 5.2.6 In determining the bidder's financial capability to fulfill this requirement, Elections Canada may require the bidder to provide security, at the bidder's sole expense, such as an irrevocable letter of credit from a registered financial institution drawn in favour of Elections Canada, a performance guarantee from a third party or some other form of security, as determined by Elections Canada.

5.3 Insurance Requirements

- 5.3.1 Bidders are responsible for deciding if insurance coverage is necessary to fulfill the obligations under the resulting Contract 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.

5.4 Condition of Material

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



Procurement and Contracting Services
 30 Victoria Street, Gatineau, Quebec 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.

<p>Contractor's Name and Address:</p> <p>[insert Contractor's LEGAL NAME and ADDRESS at contract award]</p>
--

<p>Contract No.:</p> <p>[insert at contract award]</p>

<p>Title: Event Field Office Services</p>	<p>Date of Contract: [insert at contract award]</p>
<p>Term of Contract: [insert at contract award]</p>	<p>Financial Code: [insert at contract award]</p>
<p>Total Estimated Cost (incl. applicable sales tax): [insert at contract award]</p>	<p>Applicable Sales Tax: [insert at contract award]</p>

<p>ENQUIRIES & INVOICES</p> <p>Office of the Chief Electoral Officer of Canada 30 Victoria Street Gatineau QC K1A 0M6</p>	
<p>Contract enquiries to:</p>	
<p>[insert name and title at contract award] Procurement and Contracting Services</p>	<p>Tel No.</p>
	<p>E-mail</p>
<p>Send invoices to:</p>	
<p>[insert name, title and sector at contract award]</p>	<p>Tel No.</p>
	<p>E-mail</p>

<p>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.</p>	
<p>[Insert contractor's LEGAL NAME]</p> <p>_____</p> <p>(signature of authorized representative)</p> <p>_____</p> <p>(print name of authorized representative)</p> <p>_____</p> <p>(print title of authorized representative)</p> <p>Date: _____</p>	<p>Chief Electoral Officer</p> <p>_____</p> <p>(signature of authorized representative)</p> <p>[Insert name of authorized representative]</p> <p>[Insert title of authorized representative] Procurement and Contracting Services</p> <p>Date: _____</p>

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Article 1 Interpretation

Section 1.01 Definitions

1.01.01 In the Contract, unless the context otherwise requires:

“Aboriginal Business”	means (a) a band as defined in the Indian Act; a sole proprietorship; a limited liability company, a cooperative; a partnership or not-for-profit organization in which Aboriginal Persons have at least 51 percent ownership and control; or (b) a joint venture consisting of two or more Aboriginal Businesses or an Aboriginal Business and a non-Aboriginal Business, provided that in the latter case, the Aboriginal Business has at least 51 percent ownership and control of the joint venture, and provided in each case that when an Aboriginal Business has six or more full time employees, at least 33 percent of them must be Aboriginal Persons;
“Aboriginal Persons”	means a member of the First Nations, Metis or Inuit who is ordinarily resident in Canada;
“Business Day”	means a day other than a Saturday, Sunday or statutory holiday in the province of Quebec;
“Comprehensive Land Claims Agreement”	means an agreement between the Government of Canada and Aboriginal groups which have the force of law and, among other things, ensure that Aboriginal Businesses have access to procurement opportunities;
“Effective Date”	means the date stated as the “Date of the Contract” on the first page of the Contract;
“General Conditions”	means the general conditions for mixed goods and services attached hereto as Annex H;
“Initial Term”	has the meaning ascribed to in Section 3.01;
“Pricing Table”	means the table attached hereto as Annex B;

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- “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;
- “Task” or “Tasks” means the additional work set out in section 7.1 and article 8 of the SOW;
- “Task Authorization” means the form that comprises the Task Request and Task Request Proposal once approved by the Contracting Authority or Technical Authority in accordance with Article 10, a sample of which is attached hereto as Annex I;
- “Task Request” means a request made by the Technical Authority to the Contractor in relation to Tasks;
- “Task Request Proposal” means the proposal by the Contractor in response to a Task Request containing at minimum the information set out in Subsection 10.02.02; and
- “Term” means the Initial Term and any additional periods resulting from Elections Canada exercising its irrevocable option to extend the period of the Contract provided for in Section 3.02.
- 1.01.02 The definitions of words and terms in the annexes and appendices apply to capitalized words and terms used in these Articles of Agreement as if those words and terms were defined herein.
- 1.01.03 The headings used in the Contract are inserted for convenience of reference only and shall not affect their interpretation.
- 1.01.04 In the Contract, words importing the singular number include the plural and vice versa, and words importing the masculine gender include the feminine gender and the neuter.

Section 1.02 Priority of Documents

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

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

1. these Articles of Agreement;
2. Annex A – Statement of Work;
3. Annex B – Pricing Table;
4. Annex C – Supplemental Conditions – Hardware Purchase, Lease and Maintenance;
5. Annex D – Microsoft End User License Terms;
6. Annex E– Supplemental Conditions – Licensed Software;
7. Annex F – Supplemental Conditions – Maintenance and Support Services for Licensed Software;
8. Annex G – Supplemental Conditions – Personal Information;
9. Annex H – General Conditions;
10. Annex I – Sample Task Authorization Form;
11. Annex J – Letter of Credit Requirements;
12. Annex K – Security Requirements Check List;
13. Annex L – Government Security Policies;
14. Annex M – List of CLCA Claimant Groups; and
15. 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.

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Article 3 Period of Contract

Section 3.01 Term

3.01.01 The Contract period will be from the Effective Date of the Contract until December 31, 2017 (the "Initial Term").

Section 3.02 Option to extend

3.02.01 The Contractor will grant to Elections Canada an irrevocable option to extend the period of the Contract by one additional period of three years under the same terms and conditions.

3.02.02 Elections Canada may exercise this option at any time by sending a written notice to the Contractor at least 15 calendar days before the Contract expiry date.

3.02.03 The option to extend the term of the Contract may be exercised only by the Contracting Authority.

Article 4 Authorities

Section 4.01 Contracting Authority

4.01.01 The Contracting Authority for the Contract is:

[insert at contract award]

Procurement and Contracting Services

Elections Canada

30 Victoria Street

Gatineau QC K1A 0M6

Tel: 819-

Fax: 819-

E-mail:

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

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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-

Fax: 819-

E-mail:

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

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

Article 5 Contractor's Representative

Section 5.01 Single Point of Contact

5.01.01 SPOC between the Contractor and Elections Canada is:

[Note to Bidders and Contracting Authority]

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:

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- (a) managing any business issues with the Technical Authority and any Contract issues with the Contracting Authority and in particular providing guidance, support and coordination relative to requests such as those covered by the Task Request for additional services;
- (b) managing the day-to-day operational issues and technical requirements and, in particular, providing support and coordination relative to service needs such as those defined through the Task Request; 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 Table 2 – Contract Management

- 6.01.01 Elections Canada will pay for each item of the Contract management identified in Table 2 of Annex B the firm monthly prices set out in Table 2 of Annex B.

Section 6.02 Table 3 – COTS Equipment

- 6.02.01 For each item of the COTS Equipment identified in Table 3 of Annex B supplied in accordance with the Contract, Elections Canada will pay the Contractor the firm monthly prices set out in Table 3 of Annex B, for the period starting upon the delivery of the Audit Complete Notice until the effective date of the COTS Equipment Return Notice, as determined in accordance with Subsection 3.8.1 of the SOW, or the end of the Term, whichever comes first, which firm monthly prices will include the cost of supplying and storing such COTS Equipment at the Facility.

Section 6.03 Table 4 - COTS Software

- 6.03.01 For each item of the COTS Software identified in Table 4 of Annex B supplied in accordance with the Contract, Elections Canada will pay the Contractor the firm monthly prices set out in Table 4 of Annex B, for the period starting from the date the Address Confirmation Notice is issued on the Event Delivery Dashboard until the date a Decommissioning Notice is issued on the Event Delivery Dashboard, which price will include all fees and costs associated with the licenses to the COTS Software

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as well as the software maintenance and support services described in this Contract.

Section 6.04 Table 5 – Event Packaging Period

6.04.01 Elections Canada will pay the Contractor for the services set out in Section 4.2 of the SOW with respect to Field Offices and for those services set out in Subsections 5.1.2 and 5.1.3 of the SOW with respect to Headquarters as per paragraph (a) or (b) or both:

- (a) In the event of a federal general election or referendum, the firm price for the aggregate of 338 RO Offices and 140 AARO Offices identified in item 6 of Table 5 of Annex B;
- (b) In all other cases, the firm price per Field Office or Headquarters identified in a Packaging Notice, varying depending on the type of Blueprint, as set out in items 1 to 5 of Table 5 of Annex B.

Section 6.05 Table 6 – Event Ready Period

6.05.01 Elections Canada will pay the Contractor for the costs of storing the Field Office Assemblies at Holdover Facilities approved by the Technical Authority pursuant to Subsection 4.3.2 of the SOW, the firm monthly prices set out in Table 6 of Annex B for each category of Field Offices identified in the Packaging Notice, from the date that such Field Office Assemblies are transferred to such Holdover Facilities as per the notice referred to in Subsection 4.3.3 of the SOW until an Address Confirmation Notice is issued on the Event Delivery Dashboard for such Field Office Assemblies.

Section 6.06 Table 7 – Event Deployment and Support Period

6.06.01 Elections Canada will pay the Contractor for the services set out in Section 4.4 of the SOW with respect to Field Office Assemblies and Subsections 5.1.4 to 5.1.6 of the SOW with respect to Headquarters Assemblies as per paragraph a) or b) or both):

- (a) In the event of a federal general election or referendum, the firm price for the aggregate of 338 RO Offices and 140 AARO Offices as identified in item 6 of Table 7 of Annex B;
- (b) In all other cases, the firm price set out in items 1 to 5 of Table 7 of Annex B per Field Office Assembly or Headquarters Assembly identified in a Packaging Notice.

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Section 6.07 Table 8 – Event Simulation

6.07.01 Elections Canada will pay the Contractor for each Event Simulation performed in accordance with a Task Authorization, the firm price set out in Table 8 of Annex B per Field Office Assembly identified in a Packaging Notice.

Section 6.08 Accessories and Consumable Goods

6.08.01 The Contractor shall be reimbursed for the costs of supplying the Accessories and Consumable Goods identified in Appendix A to the SOW, reasonably and properly incurred in the performance of the Work. These expenses will be paid at actual cost with a fixed mark-up rate of up to five percent (5%).

Section 6.09 Exceptional Cablings

6.09.01 Subject to Subsection 6.09.02, the Contractor shall be reimbursed for the costs incurred by itself or by a subcontractor for the installation of Exceptional Cablings at Field Offices during Events, which have been reasonably and properly incurred in the performance of the Work, provided the Work carried out is acceptable to the Technical Authority. These expenses will be paid at actual cost with no allowance thereon for profit and/or administrative overhead.

6.09.02 The Contractor must obtain the prior authorization of the Field Office Contact prior to incurring costs for the installation of Exceptional Cablings at a Field Office.

Section 6.10 Task Authorization Services

6.10.01 For any of the new services referred to in Article 8 of the SOW and performed by the Contractor pursuant to a Task Authorization, Elections Canada will pay in arrears the Contractor the actual time worked by the professional services resources in accordance with the Task Authorization based on the firm, all-inclusive per diem rates set out in Table 9 of Annex B, applicable sales tax extra, if applicable.

Section 6.11 Definition of a Month

6.11.01 A month is deemed to be 30 days. The price for any Work performed for part of a month will be prorated in accordance with the following formula:

$$\frac{\text{Days worked in a month} \times \text{firm monthly rate}}{30}$$

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Section 6.12 Definition of a Day/Proration

6.12.01 A day is defined as 7.5 hours exclusive of meal breaks, preferably between 7:30 am to 5:30 pm EST. Payment shall be for days actually worked with no provision for annual leave, statutory holidays or sick leave. Time worked which is more or less than a day shall be prorated to reflect actual time worked in accordance with the following formula:

$$\frac{\text{Hours worked} \times \text{firm per diem rate}}{7.5}$$

Section 6.13 Overtime

6.13.01 No overtime work shall be performed under the Contract unless authorized in advance and in writing by Elections Canada's authorized representative.

6.13.02 The rate for overtime will be calculated as follows:

$$\frac{\text{Firm per diem rate} \times \text{hours approved over 7.5}}{7.5}$$

Section 6.14 Limitation of Expenditure

6.14.01 Elections Canada's total liability to the Contractor under the Contract for the Work performed during the Initial Term must not exceed \$_____ **[insert at contract award]**. Customs duties are included and any applicable sales tax is extra.

6.14.02 In the event that Elections Canada is required to prepare for a second federal general election or a federal referendum during the Initial Term, Elections Canada's total liability to the Contractor for the Work performed under the Contract shall be increased by \$_____ **[insert at contract award]**. Customs duties are included and any applicable sales tax is extra. In such circumstances, the amounts set out as the "total estimated cost (including applicable sales tax)" on the first page of the Contract shall be deemed to be increased by \$_____ **[insert at contract award]** plus any applicable sales tax.

6.14.03 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 the extended period must not exceed \$_____ **[insert estimated amount for option years]**. Customs duties are included and any applicable sales tax is extra. In such circumstances, the amounts set out as

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the “total estimated cost (including applicable sales tax)” on the first page of the Contract shall be deemed to be increased by \$_____ **[insert at contract award]** plus any applicable sales tax.

- 6.14.04 If only one federal general election with no federal referendum occurred during the Initial Term, and Elections Canada is required to prepare for a third federal general election or a federal referendum during the Term, Elections Canada’s total liability to the Contractor for the Work performed under the Contract shall be increased by \$_____ **[insert at contract award]**. Customs duties are included and any applicable sales tax is extra. In such circumstances, the amounts set out as the “total estimated cost (including applicable sales tax)” on the first page of the Contract shall be deemed to be increased by \$_____ **[insert at contract award]** plus any applicable sales tax.
- 6.14.05 Elections Canada’s obligation with respect to the portion of the Work under the Contract that is performed through Task Authorizations is limited to the amount set out in such Task Authorization.
- 6.14.06 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.
- 6.14.07 With respect to each amount set out in Subsections 6.14.01, 6.14.02, 6.14.03 and 6.14.04, the Contractor must notify the Contracting Authority in writing as to the adequacy of such amount
- (a) when it is 75 percent committed, or
 - (b) four months before the Contract expiry date, or
 - (c) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,
- whichever comes first.
- 6.14.08 In the event of a notice under paragraph 6.14.07c), the Contractor must provide to the Contracting Authority a written estimate for the additional funds required.

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Provision of such information by the Contractor does not increase Elections Canada's liability.

Section 6.15 Travel and Living Expenses

- 6.15.01 Subject to paragraph 6.15.02, the Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the Treasury Board Travel Directive and with the other provisions of the directive referring to "travellers," rather than those referring to "employees".
- 6.15.02 All travel must have the prior authorization of the Technical Authority. All payments are subject to audit.

Section 6.16 Applicable Sales Tax

- 6.16.01 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 and Invoices. The Contractor agrees to remit to the appropriate government agency any amounts of applicable sales tax paid or due.

Article 7 Information Reporting

Section 7.01 Form T1204

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

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- (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 – Tables 2, 3, 4 and 6

8.01.01 Elections Canada will pay the Contractor on a monthly basis for that part of the Work relating to Tables 2, 3, 4 and 6 of Annex B 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 Payment – Tables 5 and 7

8.02.01 Elections Canada will pay the Contractor in one lump sum payment for each part of the Work relating to Tables 5 and 7 of Annex B, upon completion and delivery of such Work 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;

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- (b) all such documents have been verified by Elections Canada; and
- (c) the Work performed has been accepted by Elections Canada.

Section 8.03 Payment for Task Authorizations – Table 8

8.03.01 For each Task Authorization, Elections Canada will pay the Contractor a lump sum payment for each part of the Work relating to Table 8 of Annex B set-out in the Task Authorization completed and delivered 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 pursuant to the Task Authorization has been performed and accepted by Elections Canada.

Section 8.04 Payment for Task Authorizations – Table 9

8.04.01 For each Task Authorization, Elections Canada will pay the Contractor on a monthly basis for that part of the Work relating to Table 9 of Annex B set-out in the Task Authorization completed and delivered 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 pursuant to the Task Authorization has been performed and accepted by Elections Canada.

Section 8.05 Invoices

8.05.01 The Contractor must submit invoices in accordance with the section entitled “Invoice Submission” of the General Conditions. Invoices cannot be submitted until all Work identified in the invoice is completed.

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- 8.05.02 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, if applicable;
 - (b) any other documents or progress reports as specified in the Contract to substantiate the Work performed;
 - (c) a copy of the invoices, receipts, and vouchers for all Accessories, Consumable Goods and authorized travel and living expenses claimed; and
 - (d) an itemized statement of all costs for the installation of Exceptional Cablings incurred during an Event and a copy of the invoices, receipts, and vouchers for such expenses.
- 8.05.03 The original and one copy of each invoice along with one copy of the supporting documentation identified in Subsection 8.05.02 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, 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 are not automatically at the disposal of the Contractor. The Contractor is responsible for timely identification of the need for access to the referenced personnel.

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- 9.02.02 Subject to the approval of the Technical Authority, arrangements will be made for the Contractor to access the required personnel at Elections Canada's earliest convenience.

Article 10 Tasking

Section 10.01 Additional Tasks

- 10.01.01 The Technical Authority may request that the Contractor provide Tasks. All Task Requests shall be authorized by either or both the Contracting Authority and the Technical Authority in accordance with this Article.
- 10.01.02 The Contractor agrees and acknowledges that Elections Canada is not committing to requesting from the Contractor any Task that may be associated with Section 8 of the SOW. For greater certainty, Elections Canada may determine, at its sole discretion, to request such Task from its employees or other contractors.
- 10.01.03 Tasks Requests shall be prepared using the sample Task Authorization attached hereto as Annex I.

Section 10.02 Authorization Process

10.02.01 Step 1

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

10.02.02 Step 2

The Contractor shall reply to the Task Request by submitting a proposal to the Task Request to the Contracting Authority and the Technical Authority within the timeframe specified in the Task Request (the "Task Request Proposal").

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

The Task Request Proposal shall include the following:

- (a) a detailed description of the Tasks to be performed;

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

10.02.03 Step 3

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

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

10.02.04 Step 4

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The Contracting Authority must approve all Task Requests. If the Contracting Authority determines that the Task Request Proposal will result in the limitation of expenditures set-out in Subsections 6.14.01, 6.14.02, 6.14.03 and 6.14.04 being exceeded, an amendment to the Contract must be signed prior to the approval of the Task Request Proposal.

Section 10.03 Changes to a Task Request

10.03.01 The Task Authorization must not be amended. Any changes required to a Task Request must be authorized in writing by the Technical Authority, using the identical procedure specified in this Article as if it was an original Task Request. The new Task Request shall highlight the required amendments.

Section 10.04 Task Request Completion/Procedures

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

10.04.02 Closure will be subject to the Technical Authority's acceptance of the completed Tasks.

10.04.03 If the Tasks are acceptable, the Technical Authority will inform the Contractor to proceed with the Task Authorization closure, at the detailed final costs.

10.04.04 If at any time the Contractor believes that the Tasks specified in a Task Authorization have been completed, the Contractor must proceed as follows to request the closure of the Task Authorization:

- (a) the Contractor must determine the final costs of the Task to Elections Canada, itemized as necessary for each individual task within the Task Authorization; and
- (b) the Contractor must submit a letter to the Technical Authority, with a copy to Contracting Authority, requesting closure of the Task Authorization with reference to the completion of the Tasks described therein.

Section 10.05 Task Payment

10.05.01 Any adjustment to the Contract price that results from any agreed Task in accordance with this Article shall be paid in the manner set out in the Contract.

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Section 10.06 Supplemental Conditions – Maintenance and Support services for Licensed Software

10.06.01 If any Task Authorizations require the Contractor to provide maintenance and support services for Licensed Software (as such term is defined in Annex E – Supplemental Conditions – Licensed Software), Annex F – Supplemental Conditions – Maintenance and Support Services for Licensed Software will form an integral part of the terms and conditions of the Contract in regards to such Task Authorization.

Article 11 Letter of Credit

Section 11.01 Letter of Credit

11.01.01 The Contractor shall deposit with Elections Canada an irrevocable standby letter of credit in the amount of \$3,000,000 CAD from a financial institution that is a member of the Canadian Payments Association which meets the requirements of Annex J of the Contract on or before the Effective Date of the Contract.

11.01.02 Elections Canada may convert the irrevocable standby letter of credit to the use of Elections Canada if any circumstance exists which would entitle Elections Canada to terminate the Contract for default in accordance with the General Conditions, but any such conversion shall not constitute termination.

11.01.03 Where Elections Canada so converts the irrevocable standby letter of credit:

(a) the proceeds thereof shall be used to complete the Work according to the terms of the Contract to the nearest extent that it is feasible to do so and any balance left thereafter shall be returned to the Contractor on completion of the Term of the Contract; and

(b) if Elections Canada enters into an agreement outside the Contract to have the Work completed, the Contractor shall:

i. be deemed to have irrevocably abandoned the Work; and

ii. remain liable for the excess cost of completing the Work if the amount of the irrevocable standby letter of credit is not sufficient for such purpose. ("Excess cost" means any amount over and above the amount of the Contract Price remaining unpaid together with the amount of the irrevocable standby letter of credit.)

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- (c) if Elections Canada does not convert the irrevocable standby letter of credit to the use of Elections Canada prior to last day of the Term of the Contract, Elections Canada shall return the irrevocable standby letter of credit to the Contractor within a reasonable time after such date.

Article 12 Liquidated Damages

Section 12.01 Liquidated Damages

- 12.01.01 If the Contractor fails to comply with any of its obligation described in subsection 4.4.5 of the SOW within the timeframe set out therein, and such non-compliance lasts for more than one calendar day, the Contractor agrees to pay to Elections Canada liquidated damages in the amount of \$1500 for each of such Field Offices.
- 12.01.02 Elections Canada and the Contractor agree that the amount stated in Subsection 12.01.01 is their best pre-estimate of the loss to Elections Canada in the event of such non-compliance, and that it is not intended to be, nor is it to be interpreted as, a penalty.
- 12.01.03 Any liquidated damages owing and unpaid under this Section may be set off against any amount payable to the Contractor under the Contract in accordance with Section 21.01 of the General Conditions.
- 12.01.04 Nothing in this Section must be interpreted as limiting the rights and remedies which Elections Canada may otherwise have under the Contract.

Article 13 Security Requirement

Section 13.01 Security Requirement

- 13.01.01 The Contractor must, at all times during the performance of the Contract, hold a valid "Designated Organization Screening" at the level of "reliability status", issued by the Canadian and International Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC) in accordance with the Industrial Security Manual latest edition published by PWGSC (the "Industrial Security Manual").
- 13.01.02 The Contractor personnel requiring access to protected information, assets or Work site(s) must each hold a valid "Reliability Status", granted or approved by Elections

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Canada.

13.01.03 The Contractor must comply with the provisions of the:

- (a) Security Requirements Check List, attached at Annex K; and
- (b) Industrial Security Manual (latest edition).

Section 13.02 Facility and Holdover Facilities

13.02.01 The Contractor must ensure that access to the Facility and the Holdover Facilities is limited to personnel who have a need to access such premises to perform services for the Contractor and to authorized and properly-escorted visitors. The Facility and Holdover Facilities (both perimeter and within) must be monitored 24 hours a day and 7 days a week by surveillance systems to detect and signal attempted or actual unauthorized access and by fire or water leakage detection systems.

Section 13.03 Government Security Policies

13.03.01 The Contractor acknowledges that Elections Canada is required to comply with the list of policies, standards and directives set out in Annex L (the “Government Security Policies”). The Contractor agrees that it will take the required steps to ensure that its infrastructure will not impede Elections Canada compliance with the Government Security Policies. The Contractor must also ensure that the network environment in the Field Offices upholds the security requirements set out in the Treasury Board Secretariat Operational Security Standard for MITS being one of the Government Security Policies.

13.03.02 The Contractor agrees to comply with any requirement established by the Contracting Authority that is reasonably required to ensure that Elections Canada meets its obligations under the Government Security Policies in effect from time to time.

Article 14 Insurance

Section 14.01 Insurance

14.01.01 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

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for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

Article 15 Applicable Laws

Section 15.01 Applicable Laws

[Note to Bidders and Contracting Authority]

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

15.01.01 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 16 Comprehensive Land Claims Agreements

Section 16.01 Access to Lands

16.01.01 The Contractor acknowledges that in the course of performing the Work, it may have to enter on or access lands that are subject to Comprehensive Land Claims Agreements. The Contractor must comply with any conditions attached to the right of access to such lands as may be prescribed by the applicable Comprehensive Land Claims Agreements.

Section 16.02 Subcontracts with Aboriginal Business

16.02.01 In the event that a Field Office is located on lands that are subject to a Comprehensive Land Claims Agreement, the Contractor shall subcontract with an Aboriginal Business for the delivery of the Field Office Assemblies to such Field Office, provided that there is an Aboriginal Business that offers such services.

16.02.02 To assist in meeting the obligations set out in Subsection 16.02.01, the Contractor may contact the claimant groups listed in Annex M to obtain a list of the Aboriginal Businesses that can assist the Contractor in the delivery of the Field Office Assemblies to the relevant regions subject to Comprehensive Land Claims Agreements.

Article 17 Certificates

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Section 17.01 Certificates

17.01.01 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.

Section 17.02 Federal Contractors Program

17.02.01 If at any time during the Term, the Contractor or, if the Contractor is a joint venture, any member of the Contractor, appears on the “FCP Limited Eligibility to Bid” list which can be found at http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml, Elections Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default in accordance with the General Conditions.

[Note to Bidders]

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

Section 17.03 Fair Price Certification

17.03.01 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.

[Note to Bidders]

Either Article 18 or Article 19 will form part of the resulting contract, depending if the successful bidder is a Canadian contractor or a foreign contractor.

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Article 18 Foreign Nationals

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

Article 19 Foreign Nationals

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

Article 20 Supplemental Conditions – Hardware Purchase, Lease and Maintenance

20.01.01 Section 2.02 of the Supplemental Conditions – Hardware Purchase, Lease and Maintenance is deleted in its entirety.

20.01.02 Article 3 of the Supplemental Conditions – Hardware Purchase, Lease and Maintenance is deleted in its entirety.

20.01.03 Section 4.05 of the Supplemental Conditions – Hardware Purchase, Lease and Maintenance is deleted in its entirety and replaced with the following:

4.05.01 The Contractor agrees to bear the risk of loss of or damage to the Hardware while it is being transported or installed and during the entire time the Hardware is in the possession of Elections Canada or an Authorized EC User.

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- 4.05.02 If the Hardware is lost or damaged during the Lease Period, the Contractor must keep records of such incident and must repair or replace the Hardware within 24 hours.
- 20.01.04 Where the term “Principal Period of Maintenance” (PPM) is used in the Supplemental Conditions – Hardware Purchase, Lease and Maintenance, it shall mean the technical support availability set out in Table 6.1.4 of the SOW.
- 20.01.05 Subsection 5.01.07 of the Supplemental Conditions – Hardware Purchase, Lease and Maintenance is deleted in its entirety.
- 20.01.06 Section 5.02 of the Supplemental Conditions – Hardware Purchase, Lease and Maintenance is deleted in its entirety.

Article 21 Access to Information

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

[Note to Bidders]

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

Article 22 Joint Venture

Section 22.01 Joint Venture Contractor

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

[Insert at contract award]

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

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

22.01.02 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.

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

22.01.04 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.

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

Event Field Office Services

Annex A – Statement of Work

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1. Interpretation

1.1 Scope of Work

- 1.1.1 The Contractor shall supply the following functional integrated systems and related services to Elections Canada, in accordance with the Contract:
- (a) provide and manage a Work Management Plan to ensure that the Work is planned and delivered in accordance with this SOW;
 - (b) supply and store COTS Equipment, Accessories and Consumable Goods in its Facility;
 - (c) supply licenses for the COTS Software;
 - (d) upon receiving a Packaging Notice from the Technical Authority, assemble, configure, test and prepare for delivery all required equipment and systems for each Field Office and Headquarters location;
 - (e) upon receiving Address Confirmation Notices from the Technical Authority deliver, install and support all required equipment and systems for each Field Office and Headquarters location;
 - (f) upon receiving Decommissioning Notices from the Technical Authority deinstall and recover from each Field Office and Headquarters location any equipment and systems it has deployed in such Field Office and Headquarters location;
 - (g) provide a bilingual national support desk to support the Field Office and Headquarters equipment and systems it deploys and supports; and
 - (h) provide a Web-based Administration Interface to allow Elections Canada to remotely access and manage the equipment and systems deployed in its office locations across Canada.

1.2 Appendices

- 1.2.1 The following appendices are attached to and form an integral part of this SOW:
- (a) Appendix A – Hardware and Software Requirements
 - (b) Appendix B – Professional Services Resources
 - (c) Appendix C – Target Field Office and Headquarters Layouts
 - (d) Appendix D – Technical Certification Requirements
 - (e) Appendix E – Blueprint–Sample Template
 - (f) Appendix F – Packaging Notice–Sample Template
 - (g) Appendix G – Work Management Plan
 - (h) Appendix H – Glossary of Terms & Acronyms

1.3 Definition of Terms and Acronyms

The definition of the terms and acronyms used throughout this SOW can be found in Appendix H – Glossary of Terms and Acronyms or in the Contract.

2. Work Management

2.1 Work Management Plan

- 2.1.1 The Contractor must prepare a Work Management Plan in accordance with this Section 2.1 and using the template set out in Appendix G – Work Management Plan, which must clearly describe how the Contractor will manage the logistics for the successful delivery of the Work, particularly in terms of the implementation and support of the services as described in Article 4.
- 2.1.2 The Work Management Plan must address the following matters:
- (a) a work administration strategy, identifying:
 - i. Contractor’s personnel who will be involved in the administration of the Work, along with their contact information;
 - ii. description of the communication and reporting strategy for information exchange between Contractor and Elections Canada during Event and Non-Event periods; and
 - iii. deliverables and timelines to successfully perform the Work;
 - (b) quality assurance and risk management strategy, identifying:
 - i. quality assurance and risk management methodologies related to the delivery of the Work;
 - ii. complete physical address of the Facility and a description of the Business Continuity Plan for such Facility. The Contractor must attach a copy of that Business Continuity Plan to the Work Management Plan;
 - (c) the logistics for performance of the activities described for the Event Packaging Period in Section 4.2;
 - (d) the logistics for performance of the activities described for the Event Ready Period in Section 4.3;
 - (e) the logistics for performance of the activities described for the Event Deployment and Support Period in Section 4.4;
 - (f) the strategy to provide the support services, including:
 - i. the operation of the bilingual national Support Desk during both Event and Non-Event periods and how those operations would interface with the Authorized EC Users, including the ROTC and ECSN; and

- ii. the Business Continuity Plan developed for the Support Desk, which must identify prevention and recovery processes to ensure continuous delivery of the support services described in the SOW. The Contractor must attach a copy of such Business Continuity Plan to the Work Management Plan.
- 2.1.3 Within 180 calendar days of the Effective Date of the Contract and, in the case where Elections Canada exercises the option to extend the Term, within 180 calendar days of the date of the notice of extension, the Contractor must test the prevention and recovery processes identified in both the Business Continuity Plan for the Support Desk and the Business Continuity Plan for the Facility. The Contractor must submit the results of such tests to the Technical Authority within 30 Business Days of the completion of the validation testing.
- 2.1.4 Within 30 calendar days of the Effective Date of the Contract, the Contractor and the Technical Authority must meet to discuss the Work Management Plan submitted by the Contractor in its proposal.
- 2.1.5 If changes are required to the Work Management Plan as a result of such meeting, the Contractor shall revise the Work Management Plan to reflect such changes and submit the revised version to the Technical Authority for approval within seven calendar days of such meeting.
- 2.1.6 As-and-when required, further to any revisions made in accordance with Subsection 2.1.5, the Contractor must update the Work Management Plan to reflect proposed changes to any procedure, organization structure, or information set out in the plan.
- 2.1.7 The Contractor must submit the updated Work Management Plan to the Technical Authority for approval.
- 2.1.8 The Work must be carried out in a manner that is consistent with the approved Work Management Plan.

2.2 Web-based Administration Interface

- 2.2.1 Within 60 calendar days from the Effective Date of the Contract and thereafter on an ongoing basis for the duration of the Term, the Contractor must provide and manage a web-based interface by which Elections Canada can utilize a single console to perform the following system administration functions remotely (the “Web-based Administration Interface”):
 - (a) view, monitor, access and manage all Business Servers and UTM Appliances deployed in the Field Offices and Headquarters; and
 - (b) interact with the security COTS Software set out in Appendix A – Hardware and Software Requirements to utilize its capability for monitoring and managing

any security threats to Business Servers, Workstations and UTM Appliances (collectively, the “Managed Equipment”).

2.2.2 The Contractor must ensure an overall uptime of 99.9% of the Web-based Administration Interface during a 30-day period. The calculation of the overall uptime will include the downtime for maintenance.

2.2.3 The Web-based Administration Interface must have the following minimum functionality:

- (a) allow the Technical Authority to create and manage authorized user login accounts to the Web-based Administration Interface with variable user privileges to specific functions;
- (b) capture and store activities of each login account for audit purposes;
- (c) grant access to the Web-based Administration Interface for up to 50 concurrent users. For greater certainty, the Technical Authority may create any number of Web-based Administration Interface access accounts;
- (d) features to receive and manage alerts from remote Managed Equipment, including:
 - i. auto base-lining to dynamically adjust alert thresholds;
 - ii. smart suppression of alerts to prevent alarm floods;
 - iii. auto discovery of networks and topology for quick deployment;
 - iv. customization of dashboards and reports as to the quality and status of Managed Equipment; and
 - v. ability for geo-mapping integration of infrastructure.
- (e) allow the Authorized EC Users to securely upload and download information, scripts or commands to the Managed Equipment deployed in the Field Offices and Headquarters, through the use of 256 bit SSL-based encryption;
- (f) tools to prevent the Contractor from remotely accessing any of the Managed Equipment, subject to the limited rights set out in Subsection 2.2.6;
- (g) ability for remote access to endpoint devices; and
- (h) ability to upload configuration policies and patches to the Managed Equipment.

2.2.4 With respect to UTM Appliances, the Web-based Administration Interface must have the following minimum functionality:

- (a) “push” firmware updates;
- (b) “cache” then “push” web content filters, anti-spam, antivirus and IDS/IPS signature updates;

- (c) “push” configuration and policy changes and scripts; and
 - (d) manage the licenses of all UTM Appliances and subscription services.
- 2.2.5 With respect to Business Servers, the Web-based Administration Interface must have the following minimum functionality:
- (a) “push” firmware updates;
 - (b) obtain near real-time hardware inventory of all Business Servers;
 - (c) “cache” then “push” anti-spam, antivirus and IDS/IPS signature updates;
 - (d) “push” configuration and policy changes and scripts; and
 - (e) manage the licenses of all Business Servers.
- 2.2.6 Without the prior authorization of the Technical Authority, the Contractor shall not at any time use the Web-based Administration Interface to remotely access, monitor or manage the Managed Equipment. The Technical Authority may temporarily authorize the Contractor to remotely access the Business Servers and UTM Appliances during the Event Packaging Period solely for the initial setup of the authentication measures to allow Elections Canada to manage and monitor such equipment via the Web-based Administration Interface.
- 2.2.7 The Contractor must provide all system and user technical documentation, as well as any other supporting documentation necessary for the smooth operation by Elections Canada of the Web-based Administration Interface.

3. Supply of COTS Equipment, COTS Software, Accessories, Consumable Goods

3.1 COTS Equipment Samples

- 3.1.1 Within 10 calendar days from the Effective Date of the Contract, the Contractor must deliver to Elections Canada’s offices located at 30 Victoria, Gatineau, Quebec, one sample for each of the COTS Equipment identified in Table 3.1.1 along with the associated COTS Software for ROTC testing and validation.

Table 3.1.1: COTS Equipment and Associated COTS Software for Testing and Validation

COTS Equipment
Business Server
Tablet
Laptop Computer
Laptop Terminal
Desktop Computer

Small Monochrome Printer
Large Monochrome Printer
Colour MFD
UTM Appliance
Network Switch
UPS Appliance
Barcode Scanner
Electronic Signature Pad

- 3.1.2 The ROTC will have up to 30 calendar days from the date that all samples of COTS Equipment and associated COTS Software are received in the ROTC, to test and validate that such COTS Equipment and associated COTS Software meet the technical requirements of the Contract. The Technical Authority must confirm in writing to the Contractor, within such period of time, whether the COTS Equipment and associated COTS Software meet the technical requirements of the Contract.
- 3.1.3 Elections Canada may, at its discretion, seek the assistance of Communications Security Establishment Canada (“CSEC”) to test and validate that the sample COTS Equipment and associated COTS Software meet the technical requirements of the Contract dealing with security.
- 3.1.4 If the sample provided for a category of COTS Equipment and associated COTS Software does not meet the technical requirements of the Contract, then the Contractor must submit another sample for such category of COTS Equipment and associated COTS Software for ROTC testing and validation.
- 3.1.5 The Technical Authority shall return to the Contractor the samples of COTS Equipment and associated COTS Software within 10 calendar days of completing the validation and testing.

3.2 COTS Equipment Ordering

- 3.2.1 The Contractor shall supply COTS Equipment specified in a COTS Equipment Order Notification issued by the Technical Authority.
- 3.2.2 The Contractor must store such COTS Equipment in its Facility until the effective date of the COTS Equipment Return Notice, as determined in accordance with Subsection 3.8.1, or the end of the Term, whichever comes first, except for the periods of time where such COTS Equipment is required in accordance with a Packaging Notice.
- 3.2.3 The Technical Authority may issue any number of COTS Equipment Order Notifications throughout the Term, but must issue at least one within 12 months from the Effective Date of the Contract.

- 3.2.4 Throughout the Term of the Contract, Elections Canada commits to order, at a minimum, the volumes of various COTS Equipment items that are specified in Appendix A – Hardware and Software Requirements, Table A-1, Column B.
- 3.2.5 The range of values stated in in Column C of Appendix A – Hardware and Software Requirements, Table A-1 are a guide for planning purposes only. Elections Canada may at its sole discretion exceed the maximum COTS Equipment inventory as per its business requirements.

3.3 COTS Equipment Specifications

- 3.3.1 The Contractor must provide, in accordance with the Contract and in accordance with the COTS Equipment Order Notification issued by the Technical Authority, various COTS Equipment meeting all applicable specifications contained in Appendix A of this SOW.
- 3.3.2 The COTS Equipment must meet all applicable technical certification requirements set out in Appendix D of the SOW.
- 3.3.3 The COTS Equipment must be new and have a manufacturer’s production release date of no more than six months prior to the date of the COTS Equipment Order Notification.
- 3.3.4 Throughout the Term, the Contractor must replace any COTS Equipment supplied that is older than 40 months from the manufacturer’s production release date with new COTS Equipment, unless the Technical Authority provides written instructions to the contrary to the Contractor.
- 3.3.5 The Contractor must ensure that all quantities of any COTS Equipment item supplied through a specific COTS Equipment Order Notification consist of identical components and documentation and be identical in every way.
- 3.3.6 The COTS Equipment must be accompanied by technical documentation and any other support documentation necessary for the integration of the Field Office Assembly and the Headquarters Assembly.

3.4 Delivery to the Facility and Storage

- 3.4.1 After receipt of each COTS Equipment Order Notification, all COTS Equipment must be delivered to the Facility and be ready for use no later than 60 calendar days of the date of the COTS Equipment Order Notification.
- 3.4.2 The Contractor must provide a written notice (the “COTS Equipment Availability Notice”) to the Technical Authority, when all required COTS Equipment is available at the Facility. Such notice must include an inventory list that contains applicable serial numbers and certification that the COTS Equipment identified in the list has been delivered and is ready for a COTS Equipment inventory audit.

- 3.4.3 The Contractor must grant the Technical Authority access to its Facility within 10 Business Days of the date of the COTS Equipment Availability Notice to carry out an audit to validate that the COTS Equipment is at the Facility. Upon completion of the audit, the Technical Authority shall issue a written notice (the “Audit Complete Notice”) confirming that the audit has been completed to the satisfaction of the Technical Authority.
- 3.4.4 In the event that the Facility is damaged or destroyed, the Contractor must, at its sole cost, provide for an alternate Facility, including all replacement COTS Equipment, within 30 calendar days from the date of the damage or destruction.

3.5 Blueprints and Packaging Concept

- 3.5.1 In order to provide fully integrated and functional systems and related services to Field Offices and Headquarters, Elections Canada has introduced the concept of Blueprints, namely a document detailing the computing and networking requirements for each type of Field Office or Headquarters location (the “Blueprint”) and made available to the Contractor for packaging, delivery, installation and support.
- 3.5.2 Blueprints include predefined selections and quantities of COTS Equipment, COTS Software, Accessories and Consumable Goods as a complete operational system. The Blueprint shall identify:
 - (a) the type and size of the Field Office or Headquarters office that it covers;
 - (b) COTS Equipment requirements with Baseline Image information, along with the release numbers and release dates of such Baseline Images;
 - (c) COTS Software requirements;
 - (d) Accessories and Consumable Goods;
 - (e) networking requirements; and
 - (f) ROTC approved design and configuration details.
- 3.5.3 The Technical Authority will issue one Blueprint per type of Field Office or Headquarters location. For greater certainty, the Technical Authority may issue any number of Blueprints. A sample Blueprint form is provided in Appendix E – Blueprint – Sample Template to the SOW.
- 3.5.4 In order to manage the effective delivery of Events and Event Simulations, the Technical Authority will issue a written notice (“Packaging Notice”) instructing the Contractor to assemble, configure, test, package and make ready for delivery COTS Equipment, COTS Software, Accessories and Consumable Goods corresponding to any number of Blueprints, as set out in the operational details of each Blueprint. A sample Packaging Notice form is provided in Appendix F – Packaging Notice – Sample Template to the SOW.
- 3.5.5 For greater certainty, the Technical Authority may issue a Packaging Notice at any

time during the Term of the Contract and one Packaging Notice may be issued for multiple Field Offices or Headquarters locations, in which case such notice would contain all required Blueprints.

- 3.5.6 Elections Canada may, at its sole discretion, change Blueprint configurations and Field Office designs with the issuance of each Packaging Notice. To that end, the Technical Authority may provide to the Contractor updated versions of Blueprints and Baseline Images in advance of the issuance of a Packaging Notice.
- 3.5.7 In accordance with the Treasury Board Secretariat's physical security requirement specified in Annex L - Government Security Policies, entitled *TBS Operational Security Standard on Physical Security*, the Contractor must store Blueprints and Baseline Images within a security vault until the Contractor is required to use them pursuant to the instructions in the Packaging Notice.
- 3.5.8 When the Technical Authority issues an updated version of Blueprints and Baseline Images, either prior to the issuance of or as part of a Packaging Notice, such updated version will supersede any prior versions of the Blueprints and Baseline Images the Contractor may have within its security vault. The Contractor must ensure to destroy any prior versions of the Blueprints and Baseline Images upon receipt of the updated versions in accordance with the CSEC standard, in Annex L – Government Security Policies, entitled *Clearing and Declassifying Electronic Data Storage Devices (ITSG-06)*.
- 3.5.9 Whenever the Contractor installs the Baseline Images on COTS Equipment for testing or validation, it must ensure to purge the Baseline Images from such equipment immediately after such testing or validation in accordance with the CSEC standard in Annex L – Government Security Policies, entitled *Clearing and Declassifying Electronic Data Storage Devices (ITSG-06)*.
- 3.5.10 For the purpose of providing the Contractor with an understanding of the various anticipated Field Office environments, Elections Canada has provided some sample Field Office types and configurations in Appendix C – Target Field Office and Headquarters Layouts to the SOW. For greater certainty, the sample Field Office types presented in such appendix are conceptual in nature and do not constitute a design commitment by Elections Canada.

3.6 Accessories and Consumable Goods

- 3.6.1 Upon receiving a Packaging Notice whereby the accompanying Blueprint identifies Accessories and Consumable Goods, the Contractor shall supply such Accessories and Consumable Goods.
- 3.6.2 The Contractor shall store the Accessories and Consumable Goods in the Facility, unless the Technical Authority has specifically requested that they be shipped to Field Offices or Headquarters locations, as applicable.

3.7 COTS Software Licensing

- 3.7.1 Upon receiving a Packaging Notice whereby the accompanying Blueprint identifies any of the Microsoft products as set out in Appendix A – Hardware and Software Requirements, the Contractor shall supply such products to Elections Canada, pursuant to the terms of its Services Provider License Agreement entered into with Microsoft, during the production use of the equipment on which the Microsoft products are installed, being from the date that the Address Confirmation Notice is issued on the Event Delivery Dashboard until the date that the Decommissioning Notice is issued on the Event Delivery Dashboard. Elections Canada agrees to abide to the Microsoft End User Licence Terms attached as Annex D to the Contract.
- 3.7.2 Upon receiving a Packaging Notice whereby the accompanying Blueprint identifies any of the IDS software, IPS software and antivirus software as set out in Appendix A – Hardware and Software Requirements, the Contractor shall supply such software to Elections Canada, with an active update subscription that is manageable by the Web-based Administration Interface, during the production use of the equipment on which such software is installed, being from the date that the Address Confirmation Notice is issued on the Event Delivery Dashboard until the date that the Decommissioning Notice is issued on the Event Delivery Dashboard.
- 3.7.3 Upon receiving a Packaging Notice whereby the accompanying Blueprint includes a Business Server and UTM Appliance, the Contractor shall supply the required Web-based Administration Interface product and licences for each component to Elections Canada, during the production use of such component, being from the date that the Address Confirmation Notice is issued on the Event Delivery Dashboard until the date that the Decommissioning Notice is issued on the Event Delivery Dashboard.

3.8 Discharge of COTS Equipment Stored at Facility

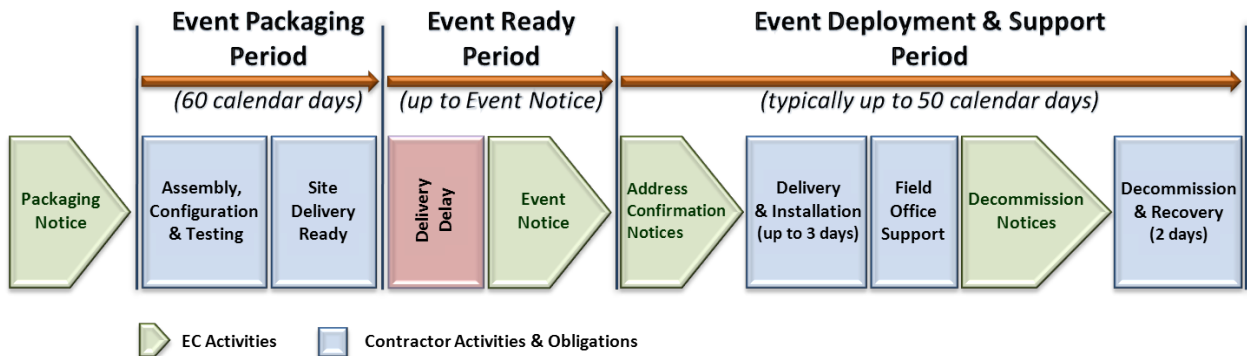
- 3.8.1 Subject to Subsection 3.8.2, at any time during the Term, the Technical Authority may issue a COTS Equipment Return Notice to the Contractor, which notice shall identify the COTS Equipment stored at the Facility that Elections Canada no longer requires. The COTS Equipment Return Notice shall become effective within 90 calendar days of its issuance by the Technical Authority, at which date Elections Canada shall have no further obligations to pay monthly leasing fees for the COTS Equipment identified in such notice.
- 3.8.2 Elections Canada agrees that it will not return quantities of the COTS Equipment below the minimum commitment that are specified in Appendix A – Hardware and Software Requirements, Table A-1, Column B.
- 3.8.3 The Contractor acknowledges that, subject to Subsection 3.8.2, Elections Canada may issue any number of COTS Equipment Return Notices throughout the Term, especially after the conduct of an Event.

4. Field Office Event Services

4.1 Introduction

4.1.1 Figure 4.1.1 illustrates at a high-level the Event delivery periods where the Contractor is to perform the services set out in this Article 4.

Figure 4.1.1 – Event Delivery Model



4.2 Event Packaging Period

- 4.2.1 At any time following the issuance of the first Audit Complete Notice, the Technical Authority may issue a Packaging Notice for Field Offices to the Contractor.
- 4.2.2 Upon receiving a Packaging Notice, the Contractor must provide the services set out in this Section 4.2 within 60 calendar days of receiving such notice or such shorter period as specified by the Technical Authority in Section 1 of the Packaging Notice (the “Event Packaging Period”).
- 4.2.3 For each Field Office ID identified in Section 3 of the Packaging Notice, the Contractor must:
- supply, assemble, preconfigure, test and label the COTS Equipment, COTS Software, Accessories and Consumable Goods (“Field Office Assembly”) in accordance with the specifications set out in the Blueprint corresponding to each Field Office ID;
 - install the Baseline Images and COTS Software on the COTS Equipment;
 - pre-configure COTS Equipment in light of their respective Baseline Image;
 - in compliance with the obligations set out in Subsection 2.2.6, configure the Managed Equipment so that Elections Canada can manage and monitor such equipment via the Web-based Administration Interface; and
 - supply and preconfigure any hardware identified in Article 15 of Appendix A – Hardware and Software Requirements required for LAN connectivity within

the Field Office.

- 4.2.4 The Contractor must ensure that the Field Office Assembly for each Field Office includes licensed COTS Software and COTS Equipment that is new or Equivalent to New, subject to the requirements of Subsections 3.3.3 and 3.3.4, and that is clean, free of defects and fully operational.
- 4.2.5 The Contractor must package and label the Field Office Assembly with its assigned Field Office ID and make such assembly ready for delivery as a single-shipment. The shipment must include a paper copy of the complete list of the inventory of COTS Equipment included as part of the Field Office Assembly, including product model, serial number and barcode information. For greater certainty, the final delivery addresses may not be available during the Event Packaging Period, since oftentimes the Field Office addresses are only confirmed by Elections Canada after the Event call.
- 4.2.6 The Contractor must have a tracking system in place to trace all shipments of Field Office Assembly in transit until they are delivered and accepted by an Authorized EC User onsite at the Field Office.
- 4.2.7 Upon completing the services set out in Subsections 4.2.2 to 4.2.6, the Contractor must acknowledge the completion of such services by signing the Packaging Notice and returning it to the Technical Authority.

4.3 Event Ready Period

- 4.3.1 The Contractor must store each Field Office Assembly at the Facility or at a Holdover Facility from the date that the Packaging Notice is signed by the Contractor, as set out in Subsection 4.2.7, until the date that an Address Confirmation Notice is issued on the Event Delivery Dashboard for such Field Office Assembly (the “Event Ready Period”).
- 4.3.2 Prior to signing the Packaging Notice, the Contractor shall provide to the Technical Authority details about the proposed locations of the Holdover Facilities and shall obtain the Technical Authority’s prior written approval.
- 4.3.3 The Contractor must notify the Technical Authority in writing of the date that the Field Office Assemblies are transferred at a Holdover Facility.

4.4 Event Deployment and Support Period

- 4.4.1 On a per Field Office basis, the Contractor must provide the services set out in this Section 4.4 from the date that Elections Canada issues the Address Confirmation Notice on the Event Delivery Dashboard, as per Subsection 4.4.3, until the Work related to the decommissioning of such Field Office has been completed (the “Event Deployment and Support Period”).
- 4.4.2 EC may issue an Event Notice to the Contractor at any time. The Event Notice shall include the following:
 - (a) whether the Event is a general election, by-election or referendum;

- (b) a list of the Electoral Districts in the Event;
 - (c) the Polling Day of the Event; and
 - (d) the estimated duration of the Event Deployment and Support Period.
- 4.4.3 As each Field Office address gets confirmed, the Technical Authority will send an electronic notice to the Contractor through the Event Delivery Dashboard specifying:
- (a) the ED Number and Field Office ID;
 - (b) the Field Office address; and
 - (c) the Field Office contact information;
- (collectively the “Address Confirmation Notice”).
- 4.4.4 For greater certainty, EC will issue one Address Confirmation Notice per Field Office.
- 4.4.5 Upon receipt of an Address Confirmation Notice, the Contractor must, in accordance with the Work Management Plan:
- (a) communicate with the Field Office Contact, between the hours of 09:00-21:00 local time, to coordinate the services described in the Blueprint for that Field Office, unless otherwise agreed to by the Field Office Contact;
 - (b) deliver the Field Office Assembly to the Field Office address referred to in such Address Confirmation Notice; and
 - (c) except for Field Office Assembly where the corresponding Blueprint indicates that no installation is required,
 - i. install and test the Field Office Assembly in accordance with the specifications set out in the Blueprint and ensure that it is fully operational within three calendar days of the date of the Address Confirmation Notice of such Field Office;
 - ii. physically lock the Business Server to an immovable structure in a secure room within the Field Office. If there is no immovable structure to lock the Business Server, the Contractor must immediately notify the Field Office contact person and the Technical Authority;
 - iii. install any hardware identified in Article 15 of Appendix A – Hardware and Software Requirements that is required to provide LAN connectivity between COTS Equipment within a Field Office, either by using wired, wireless or a mixture of such technologies, as specified in the Field Office design layout set out in the corresponding Blueprint, regardless of Field Office constraints that may exist at installation time. If cables are used, they must be run along walls or floor in such a way as to avoid creating hazards and prevent accidental damage;

- iv. if the Contractor and the Field Office Contact determine that Exceptional Cabling is required to successfully complete the Field Office Assembly installation, arrange for the supply and installation of such Exceptional Cabling in such Field Office; and
 - v. obtain confirmation from the Field Office Contact person that the Field Office Assembly has been installed and tested, and that the COTS Equipment and network connectivity within the Field Office is fully operational.
- 4.4.6 Upon receipt of the confirmation set out in Subparagraph 4.4.5 (c) v. and until the Work related to the decommissioning of a Field Office has been completed, the Contractor must provide the following Field Office support services:
- (a) instructions to Authorized EC Users on how to initiate Support Requests with the Support Desk;
 - (b) assistance either on-site or via the Support Desk to Authorized EC Users, in either French or English, as and when required upon receipt of a Support Request;
 - (c) repair or replace any COTS Equipment that fails as and when required upon receipt of a Support Request in accordance with the following service standards:
 - i. Business Servers and UTM Appliances must be restored to full operational status within 6 hours of receiving a Support Request; and
 - ii. all other COTS Equipment must be restored to full operational status within 24 hours of receiving a Support Request.
- 4.4.7 As Event related activities are complete at each Field Office, Elections Canada will provide the Contractor with a Decommissioning Notice for such Field Office. Upon receipt of such notice, the Contractor must, in accordance with the Work Management Plan, complete the following activities within two calendar days:
- (a) except for Field Office Assembly that was not installed by the Contractor as per the instructions set out in the corresponding Blueprint, deinstall all equipment, systems and cabling that were part of the Field Office Assembly deployed by the Contractor;
 - (b) ensure that all COTS Equipment configurations and user data have been purged in accordance with the CSEC standard listed in Annex L – Government Security Policies and entitled *Clearing and Declassifying Electronic Data Storage Devices (ITSG-06)* ;
 - (c) confirm that all components of the Field Office Assembly have been recovered and shipped back to the Facility; and
 - (d) if any equipment forming part of the Field Office Assembly is missing or

damaged, work with the Field Office contact to find or confirm the missing equipment and immediately notify the Technical Authority in writing.

4.4.8 On an ongoing basis during the Event Deployment and Support Period, the Contractor must:

- (a) login to, and update, the following indicators on the Event Delivery Dashboard for each Field Office in accordance with Table 4.4.8; and

Table 4.4.8: Event Delivery Dashboard Obligations

Event Delivery Dashboard Indicator	Contractor Action Trigger	Contractor Input
“Estimated Delivery Date”	When delivery is scheduled.	Date, Time and Comments
“Delivery Confirmation”	Is Field Office Assembly delivered?	Yes / No and Comments
“Estimated Installation Start Date”	When installation is scheduled.	Date, Time and Comments
“Installation Complete”	Is Field Office Assembly completely installed?	Yes / No and Comments
“Estimated De-installation Start Date”	When deinstallation is scheduled.	Date, Time and Comments
“Deinstallation Complete”	Is Field Office Assembly completely deinstalled?	Yes / No and Comments
“Estimated Recovery Date”	When Field Office Assembly pick-up is scheduled.	Date, Time and Comments
“Recovery Complete”	Has Field Office Assembly been shipped to the Facility?	Yes / No and Comments

- (b) monitor the Event Delivery Dashboard to receive electronic notifications of the Address Confirmation Notices and Decommissioning Notices issued by Elections Canada.

4.4.9 Prior to releasing Event Notices, Elections Canada shall provide the Contractor with then current instructions and user documentation on accessing and utilizing the Event Delivery Dashboard. Elections Canada will provide the Contractor with the required Internet accessible website address for up to 10 concurrent named user accounts to access the system.

5. **Headquarters**

5.1 **Headquarters Services**

5.1.1 At any time following the issuance of the first Audit Complete Notice, the Technical Authority may issue a Packaging Notice for Headquarters to the Contractor. Elections Canada may issue any number of Packaging Notices as it deems necessary throughout

the Term.

- 5.1.2 Upon receiving a Packaging Notice, the Contractor must assemble, configure, test, package and deliver all required COTS Equipment, COTS Software, Accessories and Consumable Goods (“Headquarters Assembly”) to the address of the Headquarters location set out in the Packaging Notice within 30 calendar days of receiving such notice or such shorter period of time as specified by the Technical Authority in Section 1 of the Packaging Notice.
- 5.1.3 The Contractor must ensure that the Headquarters Assembly includes licensed COTS Software and new or Equivalent to New COTS Equipment that is clean, free of defects and fully operational.
- 5.1.4 The Contractor shall install and test the Headquarters Assembly in accordance with the specifications set out in the Blueprint and ensures that it is fully operational within the timeframe set out in Subsection 5.1.2.
- 5.1.5 From the date that the Headquarters Assembly is delivered at the Headquarters location until the Work related to the decommissioning of a Headquarters location has been completed, the Contractor must provide the following support services:
 - (a) assistance either on-site or via the Support Desk to Authorized EC Users, in either French or English, as and when required upon receipt of a Support Request; and
 - (b) repair or replace any COTS Equipment that fails, as and when required, within 24 hours from receipt of a Support Request.
- 5.1.6 Upon receiving a Decommissioning Notice from the Technical Authority, the Contractor must complete the following activities within five Business Days of receiving such notice:
 - (a) deinstall all equipment, systems and cabling that were part of the Headquarters Assembly deployed by the Contractor;
 - (b) ensure that all COTS Equipment configurations and user data are purged immediately in accordance with the CSEC standard, in Annex L – Government Security Policies, entitled *Clearing and Declassifying Electronic Data Storage Devices (ITSG-06)*;
 - (c) confirm that all components of the Headquarters Assembly have been recovered. If equipment is missing or damaged due to negligence or theft, the Contractor must work with the Headquarters contact to find or confirm the missing equipment and must immediately notify the Technical Authority in writing; and
 - (d) ship the Headquarters Assembly back to the Facility.

6. **Technical Support**

6.1 **Contractor Support Desk**

- 6.1.1 The Contractor must have a support desk (the “Support Desk”) accessible via Canada-wide toll-free number, e-mail and bilingual web-enabled interface, to respond to Authorized EC User support requests (the “Support Request”).
- 6.1.2 The Contractor must uphold the availability of the Support Desk at all times, in accordance with the Business Continuity Plan developed under Subsection 2.1.3.
- 6.1.3 The Contractor must ensure that the Support Desk can effectively respond to Support Requests pertaining to Field Office Assemblies and Headquarters Assemblies during Non-Event and Event periods within the timeframes set out in Table 6.1.4.
- 6.1.4 Upon receiving a Support Request, the Contractor must:
 - (a) generate or update the request on the Support Request System as set out in Subsection 6.2.3;
 - (b) provide an acknowledgement of such request and provide direct access to an Agent or on-call technical support, in French and English, within the timeframes set out in Table 6.1.4;

Table 6.1.4: Technical Support Availability

Period	Direct Agent Support	On-Call Support	Support Request Acknowledgement
Non-Event	Not Required	All hours during Business Days	Within 5 minutes of request
Events	06:00 a.m. to 01:00 a.m. ET everyday	01:00 a.m. to 06:00 a.m. ET everyday	Within 5 minutes of request

- (c) provide support Agents to respond to Authorized EC Users either in French or English;
- (d) undertake preliminary troubleshooting activities to determine if the Support Request can be resolved and closed immediately and, if necessary route the Support Request to the ROTC or dispatch the Contractor’s field support personnel to assist Authorized EC Users onsite at Field Offices or Headquarters, as the case may be.

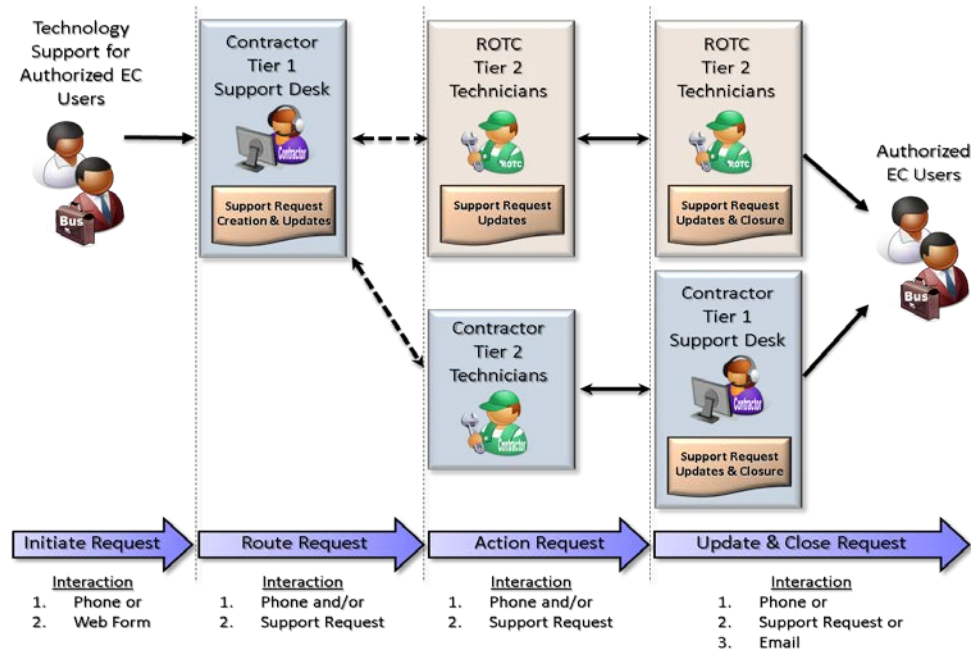
6.2 **Support Request System**

- 6.2.1 Elections Canada has developed a unified support model where Authorized EC Users may submit Support Requests via a single Canada-wide toll-free number or via self-service web forms to Elections Canada’s secure Internet hosted support request system (the “Support Request System”). For greater certainty, only Field Office

Assembly or Headquarters Assembly related Support Requests will be redirected to the Contractor for processing; all other requests will be directed to Elections Canada subject matter experts. If a request has been wrongly assigned to the Contractor, the Contractor must redirect such request to the ROTC.

6.2.2 Figure 6.2.2 illustrates the unified support model; where Authorized EC Users submit Support Requests to the Contractor's Support Desk for processing.

Figure 6.2.2 – Unified Support Model



6.2.3 The Contractor must use the Support Request System to create, update, route and close Support Requests. When creating or updating a Support Request, the Contractor must fill out the following fields:

- i. date and time of Support Request;
- ii. name and coordinates of individual submitting the Support Request;
- iii. severity level of the Support Request in accordance with Table 6.3.5;
- iv. description of the problem;
- v. details of the affected services;
- vi. the duration of outage, if any;
- vii. the time and date the problem was resolved;
- viii. the time it took to resolve the problem; and
- ix. additional comments.

- 6.2.4 The Technical Authority shall provide the Contractor with, specifications and user documentation regarding the Support Request System, as well as the access privileges needed for accessibility to such system.
- 6.2.5 The Contractor must monitor, on an ongoing basis, the Support Request System and action any Support Requests in accordance with requirements set out in Subsection 6.1.4.
- 6.2.6 The Contractor must initiate a Support Request through the Support Request System when it identifies any failure or deficiency and must treat such Support Request in the same manner as if it would have been initiated by Elections Canada. The Contractor must send an acknowledgment to the Technical Authority within 5 minutes of initiating the Support Request.

6.3 Response Time

- 6.3.1 The Contractor must provide an update on the status of each Support Request within the applicable “status update time” as set out in Table 6.3.5 – Response Time.
- 6.3.2 The Contractor must commence working on the resolution of a Support Request within the applicable technical response time referred to in Table 6.3.5 – Response Time.
- 6.3.3 For Support Requests within the severity 1 and severity 2 levels, the Contractor must work on the resolution of such Support Requests non-stop, 24 hours by 7 days a week.
- 6.3.4 For Support Requests within the severity 3 and severity 4 levels, the Contractor must work on the resolution of such Support Requests non-stop during normal working hours during Business Days.
- 6.3.5 In determining the severity level of a Support Request, whether submitted by Authorized EC Users or the Contractor itself, the parties must consider the definitions contained in Table 6.3.5 “Severity Definition”.

Table 6.3.5 – Response Time

Severity Level	Severity Definition	Status Update Time	Technical Response Time
1 – Critical	a) Networking components or Business Server are unavailable; b) Critical functionality is inaccessible; c) Field Office or Headquarters location performance is substantially degraded.	Every 15 minutes	15 minutes

2 – High	a) Networking components or Business Server are available; b) Critical functionality is partially inaccessible; c) Portions of Field Office or Headquarters location systems are degraded; d) Critical components are experiencing intermittent failure or performance degradation.	Every 30 minutes	1 hour
3 – Medium	a) Networking components or Business Server are available; b) Users are unable to access certain non-critical functionality; c) Intermittent minor loss of service.	Every 4 Business hours	2 hours
4 – Low	a) Networking and computing systems are accessible; b) All functionality is available; however, a need for development enhancement on existing functionality is required.	Every 8 Business hours	4 hours

7. **Simulation**

7.1 **Event Simulation**

- 7.1.1 The Contractor must provide, as and when requested through a Task Request, a simulation of the Work described in Section 4.4 for an Event Deployment and Support Period of a length of 30 calendar days for any number or type of Field Office (the “Event Simulation”).
- 7.1.2 If the Contractor fails to meet the requirements set out in Section 4.4 when performing the Event Simulation, the Contractor must make changes to its personnel and/or processes as necessary to remediate to the non-performance, then repeat the Event Simulation at its own costs. This process must be repeated until the Technical Authority is satisfied that the Contractor has met all the requirements set out in Section 4.4 when performing the Event Simulation.
- 7.1.3 Without limiting the Contractor’s obligations, Elections Canada hereby agrees to collaborate with the Contractor throughout the Event Simulation to refine the Contractor’s technology configurations, installation and support processes, as required to promote success of the Event Simulation.

7.1.4 Throughout the Event Simulation, the Contractor must identify issues and gaps in the Work Management Plan and, within 30 calendar days, propose changes to any procedure, organization structure, or information set in the plan for approval by the Technical Authority in accordance with Subsection 2.1.7.

8. New Services

8.1 The Contractor must provide, as and when requested through a Task Request, the professional services resources described in Appendix B – Professional Services Resources in support of new services that are directly related to the Work, which include, but are not limited to, the following:

- (a) Field Office Assembly engineering;
- (b) Headquarters Assembly engineering;
- (c) Field Office Assembly or Headquarters Assembly testing and validation;
- (d) Blueprint analysis and design;
- (e) Installation of Field Office Assembly; and
- (f) Event maintenance and support activities.

Event Field Office Services

Appendix A

To

Annex A – Statement of Work

Hardware and Software Requirements

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16. COTS EQUIPMENT VOLUMES 16

1. Overview

- 1.1.1 The requirements for COTS Equipment and the accompanying COTS Software, Accessories and Consumable Goods for the Field Offices and Headquarters are presented in this Appendix 'A'.

2. Business Server

2.1 Specifications

- 2.1.1 The Contractor must supply standalone Business Servers that include the following minimum requirements:

- (a) power adaptor;
- (b) 17" screen;
- (c) RAID controller with two RAID 1 configured 500 GB internal disks;
- (d) 2.5 GHz processor with three cores that natively supports Intel VT-x and AMD-V with ability to enable it via BIOS;
- (e) 8 GB memory;
- (f) TBITS certified bilingual Canadian French and English keyboard;
- (g) optical 3-button mouse;
- (h) four USB 3.0 interface ports;
- (i) dual-layer DVD Read-Write drive (ISO 9660 compliant);
- (j) remote access and management functionality to permit remote administration of the Business Server;
- (k) networking features:
 - i. two Ethernet (100, 1000 Mbps) connectivity;
 - ii. ability to use standard certificates signed by an external certificate authority, as an authentication method for VPN and SSL/TLS client identification; and
 - iii. compatibility with the Web-based Administration Interface.
- (l) ability to remotely update, as well as add, applications and databases to deployed equipment;
- (m) the following software applications installed:
 - i. RDP client v8.1 or newer version approved by the ROTC;
 - ii. PDF document reader; and
 - iii. Internet browser that is fully compatible with ".NET" web applications.

2.2 COTS Software

- 2.2.1 As specified in a Packaging Notice and associated Blueprints, the Contractor must supply any of the following COTS Software related to the use of Business Servers:
- (a) production release of server class Microsoft operating system;
 - (b) production release of Microsoft terminal services that is fully compatible with, as well as natively interfaces with, RDP client software on Tablets, Laptop Computers, Laptop Terminals and Desktop Computers; and
 - (c) production release of security software, namely anti-virus, IDS and IPS client software that is manageable by the Web-based Administration Interface.

2.3 Consumable Goods

- 2.3.1 As specified in a Packaging Notice and associated Blueprints, the Contractor must supply any of the following Consumable Goods related to the use of Business Servers:
- (a) USB 3.0 memory sticks;
 - (b) writable CD-R+ 700 MB disks; and
 - (c) any other similar Business Server consumable goods.

3. Tablet

3.1 Specifications

- 3.1.1 The Contractor must supply Tablets that include the following minimum requirements:
- (a) an embedded production release operating system that is compatible with RDP client stated in (m);
 - (b) battery life of at least 8 hours;
 - (c) screen and interface lock;
 - (d) power adaptor;
 - (e) can download and run applications;
 - (f) an ear bud with microphone cable;
 - (g) Bluetooth capabilities;
 - (h) device USB interface cable;
 - (i) 1.2 GHz processor with two cores;
 - (j) 12 GB internal memory;
 - (k) 10" touch screen;
 - (l) on-screen, hide-able virtual keyboard;
 - (m) remote management features:
 - i. centralized policy managed device;
 - ii. password policy;
 - iii. remote wipe; and

- iv. remote application installation.
- (n) the following software applications installed:
 - i. RDP client v8.1 or newer version approved by the ROTC;
 - ii. PDF document reader;
 - iii. multimedia support of audio and video files (.mp3, mpg, etc.);
 - iv. email, calendar and contact software that is fully compatible with and transparently interfaces with EC's Microsoft Exchange 2007 mail system;
 - v. Internet browser which is fully compatible with ".NET" web applications; and
 - vi. ability to install third-party applications approved by the Technical Authority.
- (o) networking features:
 - i. Internet connectivity;
 - ii. Wi-Fi 802.11 (g, n) or best available standard; and
 - iii. ability to use standard certificates signed by an external certificate authority as an authentication method for SSL/TLS client identification.
- (p) Bluetooth capabilities; and
- (q) tethering capabilities.

3.2 Accessories

3.2.1 As specified in a Packaging Notice and associated Blueprints, the Contractor must supply any of the following Accessories related to the use of Tablets:

- (a) headset;
- (b) additional power adapter;
- (c) car charger;
- (d) Bluetooth bilingual Canadian French and English keyboard; and
- (e) any other similar tablet accessories.

4. Laptop Computer

4.1 Specifications

4.1.1 The Contractor must supply Laptop Computers that include the following minimum requirements:

- (a) battery life of at least 4 hours;
- (b) power adaptor;
- (c) 15" screen;
- (d) 2.2 GHz processor with three cores that natively supports Intel VT-x and AMD-V with ability to enable it via BIOS;
- (e) 250 GB internal disk;

- (f) 6 GB memory;
- (g) bilingual Canadian French and English keyboard;
- (h) dual-layer DVD Read-Write drive (ISO 9660 compliant);
- (i) two USB 3.0 interface ports;
- (j) microphone and stereo speaker port;
- (k) internal microphone and stereo speakers;
- (l) common Service Availability Criteria Evaluation Assurance Level 4 with augmentation (EAL4+) certified;
- (m) support of audio and video conferencing;
- (n) the following software applications installed:
 - i. RDP client v8.1 or newer version approved by the ROTC;
 - ii. PDF document reader;
 - iii. multimedia support of audio and video files (.mp3, mpg, etc.); and
 - iv. Internet browser which is fully compatible with “.NET” web applications.
- (o) networking features:
 - i. one Ethernet (100, 1000 Mbps) port;
 - ii. Wi-Fi 802.11 (g, n) or best available standard;
 - iii. ability to use standard certificates signed by an external certificate authority as an authentication method for SSL/TLS client identification; and
 - iv. Bluetooth capabilities.

4.2 COTS Software

4.2.1 As specified in a Packaging Notice and associated Blueprints, the Contractor must supply any of the following COTS Software related to the use of Laptop Computers:

- (a) production release workstation class Microsoft professional operating system;
- (b) production release of Microsoft Office Standard; and
- (c) production release of security software, namely anti-virus, IDS and IPS client software that is manageable by the Web-based Administration Interface.

4.3 Accessories

4.3.1 As specified in a Packaging Notice and associated Blueprints, the Contractor must supply any of the following Accessories related to the use of Laptop Computers:

- (a) headset;
- (b) additional battery;
- (c) car charger;
- (d) TBITS certified bilingual Canadian French and English keyboard;
- (e) optical 3-button mouse; and
- (f) any other similar Laptop Computer accessories.

5. Laptop Terminal

5.1 Specifications

5.1.1 The Contractor must supply Laptop Terminals that include the following minimum requirements:

- (a) an embedded production release operating system;
- (b) an embedded Internet browser that is fully compatible with “.NET” web applications;
- (c) battery life of at least 8 hours;
- (d) power adaptor;
- (e) 14” screen;
- (f) bilingual Canadian French and English keyboard;
- (g) two USB 3.0 interface ports;
- (h) microphone and stereo speaker port;
- (i) internal microphone and stereo speakers;
- (j) audio and video conferencing;
- (k) the following software applications installed:
 - i. PDF document reader; and
 - ii. multimedia support of audio and video files (.mp3, mpg, etc.).
- (l) networking features:
 - i. one Ethernet (100, 1000 Mbps) port;
 - ii. Wi-Fi 802.11 (g, n) or best available standard;
 - iii. able to use standard certificates signed by an external certificate authority as an authentication method for SSL/TLS client identification; and
 - iv. Bluetooth capabilities.

5.2 COTS Software

5.2.1 As specified in a Packaging Notice and associated Blueprints, the Contractor must supply any of the following COTS Software related to the use of Laptop Terminals:

- (a) a license of a production release workstation class Microsoft professional operating system; and
- (b) production release of security software, namely anti-virus, IDS and IPS client software that is manageable by the Web-based Administration Interface.

5.3 Accessories

5.3.1 As specified in a Packaging Notice and associated Blueprints, the Contractor must supply any of the following Accessories related to the use of Laptop Terminals:

- (a) headset;
- (b) additional battery;
- (c) car charger;

- (d) TBITS certified bilingual Canadian French and English keyboard;
- (e) optical 3-button mouse; and
- (f) any other similar Laptop Terminal accessories.

6. Desktop Computer

6.1 Specifications

6.1.1 The Contractor must supply Desktop Computers that include the following minimum requirements:

- (a) all-in-one design, where the computer and monitor are integrated;
- (b) power adaptor;
- (c) 20" screen with internal stereo speakers;
- (d) 2.5 GHz processor with three cores that natively supports Intel VT-x and AMD-V with ability to enable it via BIOS;
- (e) 250 GB internal disk;
- (f) 6 GB memory;
- (g) TBITS certified bilingual Canadian French and English keyboard;
- (h) optical 3-button mouse;
- (i) dual-layer DVD Read-Write drive (ISO 9660 compliant);
- (j) three USB 3.0 interface ports;
- (k) microphone and stereo speaker port;
- (l) support audio and video conferencing;
- (m) the following software applications installed:
 - i. RDP client v8.1 or newer version approved by the ROTC;
 - ii. PDF document reader;
 - iii. multimedia support of audio and video files (.mp3, mpg, etc.); and
 - iv. Internet browser which is fully compatible with ".NET" web applications.
- (n) networking features:
 - i. one Ethernet (100, 1000 Mbps) port;
 - ii. Wi-Fi 802.11 (g, n) or best available standard; and
 - iii. Bluetooth capabilities.

6.2 COTS Software

6.2.1 As specified in a Packaging Notice and associated Blueprints, the Contractor must supply any of the following COTS Software related to the use of Desktop Computers:

- (a) production release workstation class Microsoft professional operating system;
- (b) production release of Microsoft Office Standard; and
- (c) production release of security software, namely anti-virus, IDS and IPS client software that is manageable by the Web-based Administration Interface.

6.3 Accessories

- 6.3.1 As specified in a Packaging Notice and associated Blueprints, the Contractor must supply any of the following Accessories related to the use of Desktop Computers:
- (a) freestanding non-reflective flat panel monitor of similar size and dimension as the Desktop Computer monitor and able to be setup in either landscape or portrait orientation;
 - (b) headset;
 - (c) stereo speakers; and
 - (d) any other similar Desktop Computer accessories.

7. Small Monochrome Printer

7.1 Specifications

- 7.1.1 The Contractor must supply Small Monochrome Printers that include the following minimum requirements:
- (a) printer type: monochrome laser;
 - (b) min. print speed: 30 ppm for letter size, single sided;
 - (c) time to first page: < 30 seconds;
 - (d) high-performance duplexer: capable of handling two-sided printing on 90 lb index paper with horizontal perforations;
 - (e) print resolution: 600 x 600 dpi minimum;
 - (f) memory (min.): 64 Mb;
 - (g) OS support: production releases of Microsoft products provided for Business Servers, Desktop Computers, Laptop Computers and Laptop Terminals;
 - (h) paper handling: minimum 250 sheet input tray 8.5 x 11;
 - (i) minimum 250 sheet input tray 8.5 x 14;
 - (j) ink cartridge yield above 10,000 copies @ 5% coverage;
 - (k) USB 2.0, Ethernet (10, 100, 1000MB) and Wi-Fi (802.11b, g, n) network connectivity;
 - (l) printer language: PCL6 (native or emulation), Postscript (native or emulation);
 - (m) duty cycle: 20,000 pp/month;
 - (n) integrated spooler: capable of handling print jobs from multiple network clients; and
 - (o) functionality to erase all cached information for personal privacy protection (i.e. if personal ID documents are printed, the printer's memory or disk can be "wiped" after the event).

7.2 Consumable Goods

7.2.1 As specified in a Packaging Notice and associated Blueprints, the Contractor must supply the following Consumable Goods related to the use of Small Monochrome Printers:

- (a) black ink cartridges with a minimum yield of 10,000 copies @ 5% coverage.

8. Large Monochrome Printer

8.1 Specifications

8.1.1 The Contractor must supply Large Monochrome Printers that include the following minimum requirements:

- (a) printer type: monochrome laser;
- (b) minimum print speed: 40 ppm for letter size, single sided;
- (c) time to first page: < 30 seconds;
- (d) high-performance duplexer: capable of handling two-sided printing on 90 lb index paper with horizontal perforations;
- (e) print resolution: 600 x 600 dpi minimum;
- (f) memory (min.): 64 Mb;
- (g) OS support: production releases of Microsoft products provided for Business Servers, Desktop Computers, Laptop Computers and Laptop Terminals;
- (h) paper handling: Minimum 250 sheet input tray 8.5 x 11;
- (i) minimum 250 sheet input tray 8.5 x 14;
- (j) ink cartridge yield above 30,000 copies @ 5% coverage;
- (k) USB 2.0 and Ethernet (10, 100, 1000MB) network connectivity;
- (l) printer language: PCL6 (native or emulation), Postscript (native or emulation);
- (m) duty cycle: 50,000 pp/month;
- (n) integrated spooler: capable of handling print jobs from multiple network clients; and
- (o) functionality to erase all cached information for personal privacy protection (i.e. if personal ID documents are printed, the printer's memory or disk can be "wiped" after the event).

8.2 Consumable Goods

8.2.1 As specified in a Packaging Notice and associated Blueprints, the Contractor must supply the following Consumable Goods related to the use of Large Monochrome Printers:

- (a) black ink cartridges with a minimum yield of 30,000 copies @ 5% coverage.

9. Colour MFD

9.1 Specifications

9.1.1 The Contractor must supply Colour MFDs that include the following minimum requirements:

- (a) power adaptor;
- (b) ability to print on “no carbon required” paper;
- (c) duty-cycle of 10,000 pages per month;
- (d) print 30 ppm in monochrome;
- (e) print 20 ppm in colour;
- (f) printing resolution of 600 DPI;
- (g) accept letter, legal size paper;
- (h) USB 2.0, Ethernet (10, 100, 1000MB) and Wi-Fi (802.11b, g, n) network connectivity;
- (i) 250 sheet paper tray;
- (j) ink cartridge yield above 3,000 copies @ 5% coverage;
- (k) automatic document feeder;
- (l) double-sided printing from all supported paper sizes;
- (m) scanning function:
 - i. colour and monochrome;
 - ii. capability to scan to PDF;
 - iii. capability to scan to email;
 - iv. capability to scan to file share;
 - v. document viewer software; and
 - vi. OCR software.
- (n) copying function:
 - i. colour and monochrome.
- (o) faxing function:
 - i. transmit speed: 33.6 Kbps;
 - ii. compliant with CCITT G3 standards;
 - iii. fax subsystem must be separate from the printing and photocopying subsystems, so as to not allow communication with the printing and photocopying subsystem through the fax line;
 - iv. ten speed dial numbers; and
 - v. delayed transmission if dialed number is busy.

9.2 Consumable Goods

9.2.1 As specified in a Packaging Notice and associated Blueprints, the Contractor must supply any of the following Consumable Goods related to the use of Colour MFDs:

- (a) black ink cartridges with a minimum yield of 5,000 copies @ 5% coverage; and
- (b) colour ink cartridges with a minimum yield of 3,000 copies @ 5% coverage.

10.UTM Appliance

10.1 Specifications

10.1.1 The Contractor must supply standalone UTM Appliances that include the following minimum requirements:

- (a) integrated router, firewall and wireless access point that is compliant with CSEC common criteria compliance EAL 4;
- (b) interface features:
 - i. two WAN ports;
 - ii. six Ethernet (100 Mbps) LAN ports;
 - iii. console port; and
 - iv. on-board/built-in POTS modem.
- (c) network features:
 - i. WAN optimization and web cache technology;
 - ii. supports high availability and load balancing;
 - iii. support Layer 2 and 3 routing including RIP, OSPF, BGP, and multicast;
 - iv. ability to connect as a wireless client to an existing WAN Wi-Fi (802.11b, g, n) network;
 - v. Wi-Fi (802.11b, g, n) or best available standard wireless controller with an ability to sustain 20 concurrent connections;
 - vi. ability to support up to six SSIDs;
 - vii. ability for appliance to act as a wireless bridge access point;
 - viii. split tunneling;
 - ix. NAT modes;
 - x. PPPoE (including support for MAC spoofing);
 - xi. configurable network settings with support for fragmentation threshold, maximum transmission unit, broadcast strength, bandwidth control, and QoS; and
 - xii. ability to pass 802.1Q VLAN frames.
- (d) administration features:
 - i. administrator configurable firewall policies;
 - ii. administrator configurable DHCP server with support for different scopes on different interfaces;
 - iii. administrator configurable support for millisecond AD LDAP authentication “pass-through” remote authentication services;
 - iv. administrator configurable web filters by: URL, content, signature, anomaly;
 - v. administrator configurable DNS server service;
 - vi. CLI support via Web, telnet and SSH that supports bulk plain text common commands and importing flat file configuration;

- vii. remote management functionality;
 - viii. remote system and security reporting including SNMP; and
 - ix. manageable by the Web-based Administration Interface.
- (e) operational features:
- i. no hardware reset-to-factory default configuration switch;
 - ii. configurable to limit access to local ports (i.e. RJ45 or USB);
 - iii. ability to use standard certificates signed by an external certificate authority as an authentication method for VPN or Wi-Fi; and
 - iv. support for hosts and devices outside of firewall with NAT—DMZ hosts.
- (f) security features:
- i. support for site-to-site tunneling (AES VPN encryption strength);
 - ii. Internet Protocol Security VPN throughput minimum 130 Mbps;
 - iii. SSL VPN throughput minimum 70 Mbps;
 - iv. SSL content inspection and SSL offloading;
 - v. data loss prevention;
 - vi. endpoint network access control;
 - vii. support of 802.x certificate-based authentication (pass through);
 - viii. PPTP and L2TP capabilities;
 - ix. MAC filtering;
 - x. RADIUS capabilities; and
 - xi. IPS.
- (g) subscription features:
- i. integrated content filtering subscription service;
 - ii. integrated IDS and IPS subscription service;
 - iii. integrated anti-virus subscription service; and
 - iv. remote “push” of subscribed security service files and configuration updates.

10.2 Accessories

10.2.1 As specified in a Packaging Notice and associated Blueprints, the Contractor must supply any of the following Accessories related to the use of UTM Appliances:

- (a) high-powered external Wi-Fi antenna and cable;
- (b) Wi-Fi signal repeater; and
- (c) any other similar UTM Appliance accessories.

11. Network Switch

11.1 Specifications

11.1.1 The Contractor must supply standalone Network Switches that include the following minimum requirements:

- (a) 24 auto-sensing Ethernet (100, 1000Mbps) ports;
- (b) management capability via SNMP;
- (c) support for 802.1Q VLANs;
- (d) support for 802.1x port-based authentication;
- (e) MAC-address filtering; and
- (f) ability to remotely disable ports.

12. UPS Appliance

12.1 Specifications

12.1.1 The Contractor must supply standalone UPS Appliances that include the following minimum requirements:

- (a) sized to provide 15 minutes of runtime during power failures at 100% load for supplied Business Server, UTM Appliance and Network Switch;
- (b) six electrical outlets to support electronic equipment;
- (c) communication interface and cable;
- (d) SNMP remote management capabilities;
- (e) appliance management software to permit equipment shutdown; and
- (f) EMI, radio frequency interference, surge and lightning spike protection.

13. Barcode Scanner

13.1 Specifications

13.1.1 The Contractor must supply Barcode Scanners that include the following minimum requirements:

- (a) 100% compatible with Microsoft operating systems provided with Business Servers, Desktop Computers, Laptop Computers and Laptop Terminals;
- (b) ability to read all standard one-dimensional and 2D barcodes (specifically the linear barcode 3of9 format and PDF417);
- (c) USB powered;
- (d) ability to scan high volumes of scans per day;
- (e) USB interface cable; and
- (f) a desktop stand for hands-free scanning.

14. Electronic Signature Pad

14.1 Specifications

14.1.1 The Contractor must supply Electronic Signature Pads that include the following minimum requirements:

- (a) 100% compatible with Microsoft operating systems provided with Business Servers, Desktop Computers, Laptop Computers and Laptop Terminals;
- (b) portable USB powered;
- (c) a signature capturing surface of no less than 4 inches by 1.2 inches;
- (d) screen resolution 595 PPI;
- (e) a tethered pen or stylus, suitable for right and left handed users;
- (f) no ability to store signatures within the apparatus itself;
- (g) easily integrate with a web application running in a browser (IE9+ AND Chrome 26+) that was developed using ASP.NET MVC4;
- (h) USB interface cable; and
- (i) bilingual (French and English) labelling.

15. Other Hardware

15.1 Specifications

15.1.1 The Contractor must supply any of the following hardware required to complete the installation and provide LAN connectivity between COTS Equipment within a Field Office, as specified in the Field Office design layout set out in a Blueprint:

- (a) power bars with surge suppression protection: 6 Ft power cable & minimum of 6 x 120VAC outlets;
- (b) network patch cables: must be minimum Cat 5e – TIA 568A (Various lengths, colours, as required for COTS Equipment connectivity); and
- (c) Any other hardware required to complete the installation and provide LAN connectivity between COTS Equipment within a Field Office.

16. COTS Equipment Volumes

TABLE 'A-1' – Estimated COTS Equipment Inventory

Items	Minimum Inventory	Maximum Inventory
<i>A</i>	<i>B</i>	<i>C</i>
COTS Equipment		
Business Servers	338	400
Tablets	5	4000

Laptop Computers	675	6000
Laptop Terminals	5	6000
Desktop Computers	3840	8000
Small Monochrome Printers	240	800
Large Monochrome Printers	520	800
Colour MFDs	478	800
UTM Appliances	478	1000
Network Switches	338	1000
UPS Appliances	478	3000
Bar Code Scanners	5	3000
Electronic Signature Pads	5	1000
Other Hardware		
Power Bars	1690	5000
Cat 5e – TIA 568A Patch Cables (Red) @ 3m	500	1000
Cat 5e – TIA 568A Patch Cables (Yellow) @ 3m	500	1000
Cat 5e – TIA 568A Patch Cables (Blue) @ 3m	1000	10000
Cat 5e – TIA 568A Patch Cables (Blue) @ 10 m	1000	10000
Cat 5e – TIA 568A Patch Cables (Blue) @ 30 m	1000	10000
COTS Software		
Microsoft Licenses		
Licenses for production release of Windows Server – Standard = WinSvrStd ALNG LicSAPk MVL 1Proc (P73-04837)		
<ul style="list-style-type: none"> Production use – month-to-month term 	0	400
Licenses for production release of Windows Remote Desktop Services = WinRmtDsktpSrvcsSAL ALNG LicSAPk MVL (6WC-00002)		
<ul style="list-style-type: none"> Production use – month-to-month term 	0	6000
Licenses for production release of workstation Windows Professional operating system = WinPro ALNG UpgrdSAPk MVL SAL (FQC-02426)		
<ul style="list-style-type: none"> Production use – month-to-month term 	0	12000
Licenses for production release Office Suite - Standard = OfficeStd ALNG LicSAPk MVL SAL (021-08183)		
<ul style="list-style-type: none"> Production use – month-to-month term 	0	12000
Multilanguage Pack licenses for production release Office Suite - Standard = OfficeMultiLangPk ALNG LicSAPk MVL SAL (79H-00128)		
<ul style="list-style-type: none"> Production use – month-to-month term 	0	2000
Security Antivirus, IDS and IPS Licences		
Antivirus software	4000	12000

<ul style="list-style-type: none">• Production use – month-to-month term		
IDS / IPS software <ul style="list-style-type: none">• Production use – month-to-month term	4000	12000

Event Field Office Services

Appendix B

To

Annex A – Statement of Work

Professional Services Resources

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1. Project Manager

1.1 Project managers must have the following experience:

- (a) Level 1 - at least five years of experience working as a project manager.
- (b) Level 2 - at least ten years of experience working as a project manager.

1.2 Project managers may be required to:

- (a) direct and manage project development from beginning to end;
- (b) define project scope, goals and deliverables;
- (c) develop full-scale project plans and associated communications documents;
- (d) set and continually manage project expectations with team members and stakeholders and communicate such expectations in a timely and clear fashion;
- (e) liaise between EC stakeholders on an ongoing basis;
- (f) estimate the resources and participants needed to achieve project goals;
- (g) delegate tasks and responsibilities to appropriate personnel;
- (h) identify and resolve issues and conflicts within the project team;
- (i) identify and manage project dependencies and critical path;
- (j) plan and schedule project timelines and milestones using appropriate tools;
- (k) track project milestones and deliverables;
- (l) develop and deliver progress reports, proposals, requirements documentation, and presentations;
- (m) determine the frequency and content of status reports from the project team, analyze results, and troubleshoot problem areas;
- (n) manage changes in project scope, identify potential crises, and devise contingency plans; and
- (o) define project success criteria and disseminate them to involved parties throughout project life cycle.

2. Systems Analyst

2.1 Systems analysts must have the following experience:

- (a) Level 1 - at least five years of experience working as a systems analyst.
- (b) Level 2 - at least ten years of experience working as a systems analyst.

2.2 Systems analysts may be required to:

- (a) develop requirements, feasibility, cost analysis, design and specification documents for systems;
- (b) implement systems to support projects;
- (c) translate an EC requirement into systems design and specifications;
- (d) analyze and recommend options or solutions;
- (e) develop technical specifications for systems development, design and implementation;

- (f) prepare implementation plans for particular technologies;
- (g) install and monitor particular facets of technology;
- (h) configure and optimize technical installations; and
- (i) troubleshoot and respond to user problems.

3. Software Developer

3.1 Software developers must have the following experience:

- (a) Level 1 - at least five years of experience working as a software developer.
- (b) Level 2 - at least ten years of experience working as a software developer.

3.2 Software developers may be required to:

- (a) meet with clients to determine what software is required or what modifications to existing software are needed;
- (b) write code or programs;
- (c) test and validate software and networking hardware to ensure that the program works correctly under all variables and conditions;
- (d) troubleshoot code or computer programs that are causing errors or inaccuracy in various programs; and
- (e) work directly with customers and clients to help them use the software accurately and as intended.

4. Technical Writer

4.1 Technical writers must have the following experience:

- (a) Level 1 - at least three years of experience working as a technical writer.
- (b) Level 2 - at least five years of experience working as a technical writer.

4.2 Technical writers may be required to:

- (a) develop business requirement specifications;
- (b) write case studies for IT projects;
- (c) document business requirement specifications for ongoing projects;
- (d) create, edit, and maintain technical documentation for current and future applications such as technical reference manuals, guides and user/technical manuals;
- (e) collaborate with developers, analysts and/or project managers during design phase; and
- (f) analyze requirements of project to determine types of publications needed.

5. Technology Architect

5.1 Technology architects must have the following experience:

- (a) Level 1 - at least five years of experience working as a technology architect.
- (b) Level 2 - at least ten years of experience working as a technology architect.

5.2 Technology architects may be required to:

- (a) develop technical architectures, frameworks and strategies;
- (b) identify the policies and requirements that drive out a particular solution;
- (c) analyze and evaluate alternative technology solutions; and
- (d) ensure the integration of all aspects of technology solutions.

6. Technical Architect

6.1 Technical architects must have the following experience:

- (a) Level 1 - at least five years of experience working as a technical architect.
- (b) Level 2 - at least ten years of experience working as a technical architect.

6.2 Technical architects may be required to:

- (a) review computer software systems, data requirements and network communications requirements and devise technical hardware solutions to support them;
- (b) develop techniques to improve systems throughout and optimize hardware utilization;
- (c) evaluate computer hardware systems relative to their ability to support specified requirements; and
- (d) implement and support security measures within systems.

7. System Administrator

7.1 System administrators must have the following experience:

- (a) Level 1 - at least five years of experience working as a system administrator.
- (b) Level 2 - at least ten years of experience working as a system administrator.

7.2 System administrators may be required to:

- (a) install, monitor, upgrade and maintain operating systems;
- (b) install, monitor, upgrade and maintain hardware and software;
- (c) install, monitor, upgrade and maintain network equipment; and
- (d) analyze system performance and recommend improvements.

8. IT Security Analyst

8.1 IT security analysts must have the following experience:

- (a) Level 1 - at least five years of experience working as an IT security analyst.
- (b) Level 2 - at least ten years of experience working as an IT security analyst.

8.2 IT security analysts may be required to:

- (a) develop IT security policies, standards and procedures;
- (b) develop monitoring procedures for IT security;

- (c) review project plans and recommend implementation of appropriate IT security tools and processes;
- (d) prepare threat and risk assessments for proposed IT projects;
- (e) complete IT security audits, make recommendations for improvements; and
- (f) participate in EC disaster recovery and business resumption planning.

9. Business System Analyst

9.1 Business system analysts must have the following experience:

- (a) Level 1 - at least five years of experience working as a business system analyst.
- (b) Level 2 - at least ten years of experience working as a business system analyst.

9.2 Business system analysts may be required to:

- (a) develop and document business requirements such as functional designs;
- (b) perform business analysis of functional requirements to identify information, procedures and decision flows;
- (c) evaluate existing system procedures and identify and document application subsystems;
- (d) define and document interfaces of manual to automated operations within application subsystems, to external systems, and between new and existing systems;
- (e) identify business processes for re-design, prototype potential solutions, provide trade-off information and suggest a recommended course of action;
- (f) identify modifications to existing manual and automated processes;
- (g) establish training strategies and acceptance test criteria; and
- (h) coordinate implementation of business systems.

10. Quality Assurance Specialist

10.1 Quality assurance specialists must have the following experience:

- (a) Level 1 - at least three years of experience working as a quality assurance specialist.
- (b) Level 2 - at least five years of experience working as a quality assurance specialist.

10.2 Quality assurance specialists may be required to:

- (a) lead development of test plans, test scripts and test data;
- (b) participate in functional and technical design reviews, perform integration/functional and system testing, and verify test results;
- (c) identify and document software defects;
- (d) perform regression testing of software applications;
- (e) plan and implement a project's quality management plan;
- (f) ensure that quality goals are defined and documented;
- (g) develop quality assurance policies, procedures, metrics, forms and tools;
- (h) audit quality reviews/activities by monitoring project processes and products to ensure that the quality system is consistently applied and that quality expectations are being met;
- (i) make recommendations;
- (j) develop technical writing standards and procedures;
- (k) provide a focal point for representing and resolving quality issues and initiatives on a project;
- (l) develop software development standards;
- (m) review and assess information systems and software production quality management against acknowledged internal and external criteria such as ISO9000 and EN29000; and
- (n) identify areas where conduct is not to standards, reporting these findings and their potential impacts, and recommending corrective actions.

Event Field Office Services

Appendix C

To

Annex A – Statement of Work

Target Field Office and Headquarters Layouts

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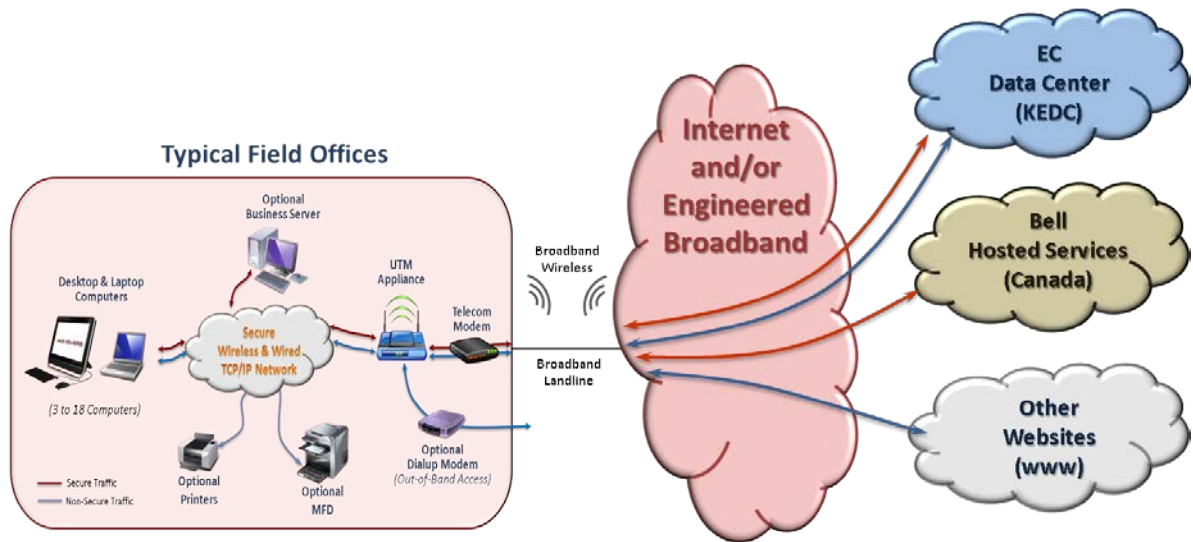
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1. Conceptual Field Office Architecture

- 1.1 The information presented herein represents the anticipated Field Office and Headquarters architectures and configurations designed to support Events. As set out in Subsection 3.5.10 of the SOW, it does not constitute a design commitment by Elections Canada. Elections Canada may at its sole discretion add, remove or make modifications to any such Field Office or Headquarters architectures and configurations and to the number and types of Blueprints to be issued for Field Offices and Headquarters. For greater certainty, the actual Field Office and Headquarters architectures and configurations will be detailed in Blueprints submitted to the Contractor by the Technical Authority throughout the Term.

Figure 1: Conceptual Field Office Architecture

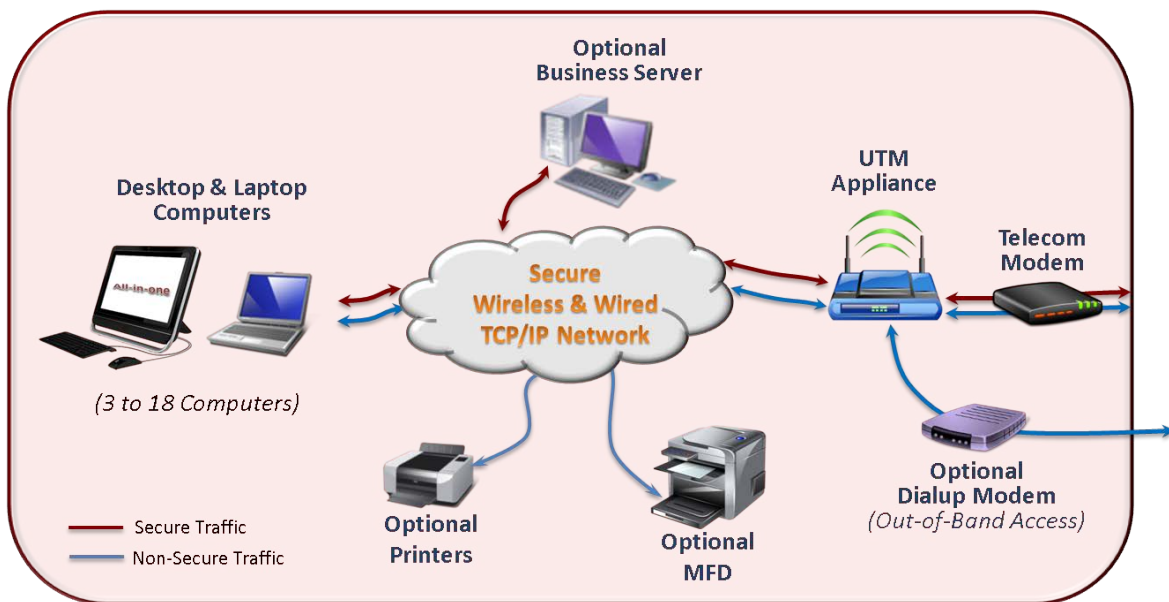


- 1.2 As Figure 1 depicts, Field Offices will be connected via broadband wireless or landline telecommunications services. If required, some Field Offices may have a second high-speed telecom service to provide redundancy.
- 1.3 All Field Offices will include pre-defined TCP/IP subnets that are routable from the Elections Canada corporate network, as well as from other Elections Canada authorized networks. For greater certainty, the Blueprint will provide LAN and WAN network configuration specifics.
- 1.4 Field Office network services like DNS, DHCP, NAT and NTP will be provided by the UTM Appliance in each of those Field Offices.

2. Typical Field Office Blueprints and Connectivity

- 2.1 As generically depicted in Figure 2, Field Offices will have both secure wireless and wired TCP/IP LAN for COTS Equipment connectivity.
- 2.2 The integrity of the connectivity in a Field Office will be enabled via the Blueprint specifications of the UTM configuration for that Field Office, along with the Baseline Image supplied for said Field Office.

Figure 2: Field Office Technology Design



- 2.3 Workstation Connection: In accordance with the Blueprint, the Contractor may use the available secure Wi-Fi network to reliably connect Desktop Computers, Laptop Computers and Laptop Terminals to the Field Office network or, alternatively, must provide wired network connectivity to do so.
- 2.4 Business Server and Large Monochrome Printer Connection: The Contractor must use wired network connectivity to reliably connect the Business Server and Large Monochrome Printers to the Field Office UTM Appliances. The Contractor may use an intermediary network switch to provide additional wired network ports to such UTM Appliance.
- 2.5 Telecom Service Connection: The Contractor must use wired network connectivity to reliably connect the UTM Appliance to the broadband telecom service provider demarcation equipment.
- 2.6 Small Monochrome Printer and Colour MFD Connection: The Contractor may use the available secure Wi-Fi network or provide wired network connectivity to reliably connect Small Monochrome Printers and colour MFDs to the Field Office network.
- 2.7 Out-of-band Access: The Contractor may be required to connect the UTM Appliance on-board POTS modem to an available analogue POTS modem or fax line for out-of-band access purposes. For greater certainty, the Field Office Blueprint will provide the required instructions and configuration to enable the Contractor to complete the connection.

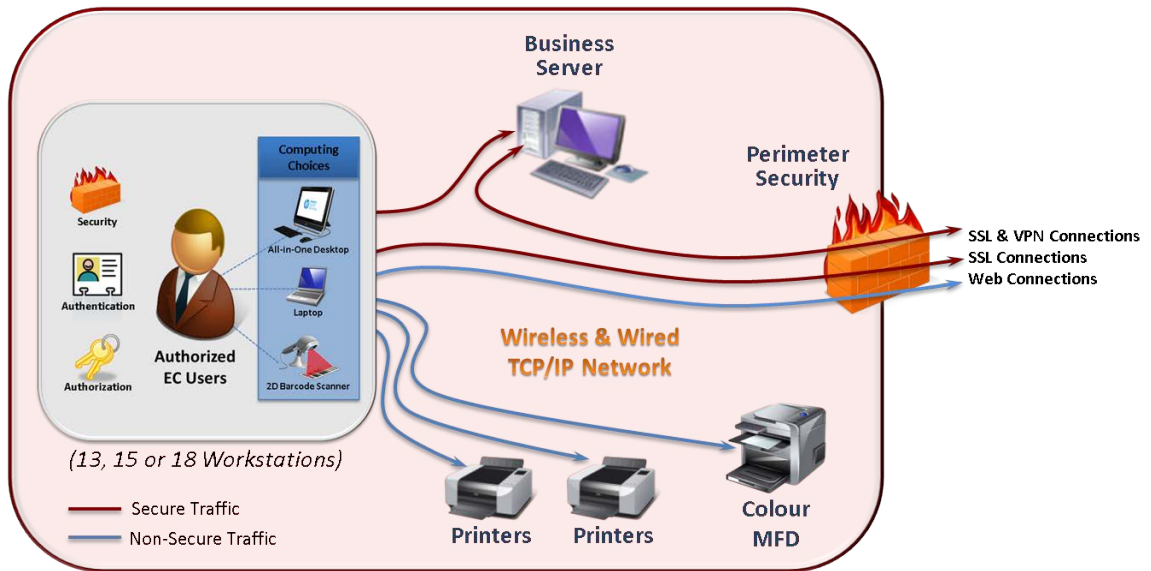
3. Blueprints and Configurations

- 3.1 There are four types of Field Offices; namely RO Offices, AARO Offices, Polling Locations and AVM-Field Offices and, there are two types of Headquarters locations; namely ECSN Headquarters and AVM-Headquarters.
- 3.2 Articles 4 through 9 provide a perspective on the proposed business requirements and system configuration for each of those Field Offices and Headquarters locations respectively.

4. RO Office Blueprint and Configuration

4.1 Figure 3 depicts, for illustrative purposes, the Blueprint layout of an RO Office.

Figure 3: Sample RO Office Blueprint



4.2 As identified in Table 1, based on the current RO Office business requirements, Elections Canada is proposing to assign one of three types of Blueprints for each RO Office.

Table 1: Preliminary RO Office COTS Equipment Requirements

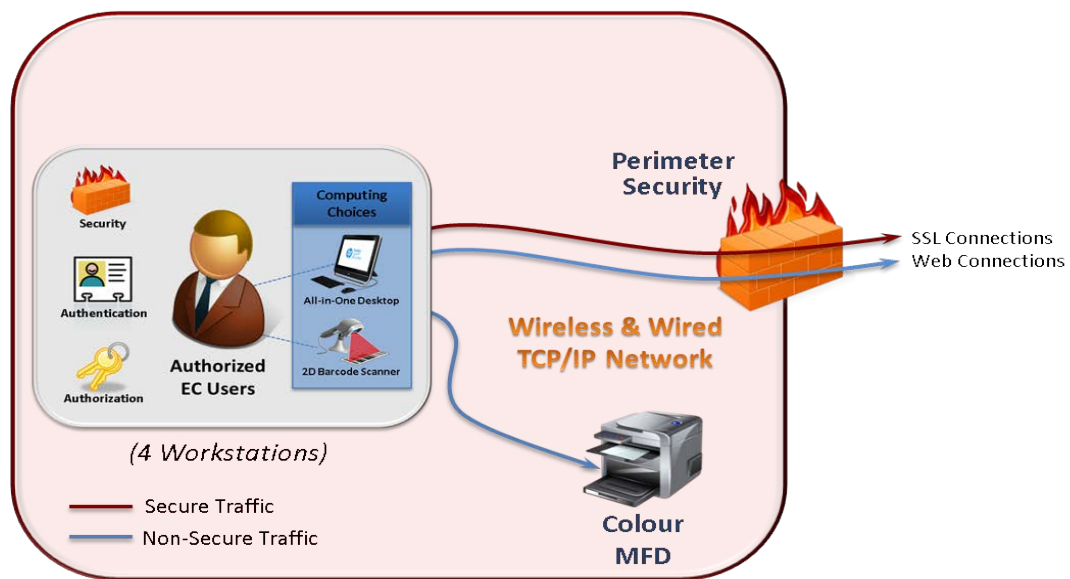
COTS Equipment	Blueprint #1	Blueprint #2	Blueprint #3	Blueprint #4
Business Server	1	1	1	
Laptop Computer	2	2	2	
Laptop Terminal	0	0	0	
Desktop Computer	11	13	16	
Small Monochrome Printer	0	0	0	
Large Monochrome Printer	1	2	2	
Colour MFD	1	1	1	
UTM Appliance	1	1	1	
Network Switch	1	1	1	
UPS Appliance	1	1	1	
Barcode Scanner	3	3	3	
Electronic Signature Pad	0	0	0	

- 4.3 Authentication and authorization controls for Authorized EC Users will be administered by locally created Workstation accounts in each RO Office.
- 4.4 The RO Office Blueprint will include a requirement for the Contractor to install and de-install the Field Office Assembly at each location.

5. AARO Office Blueprint and Configuration

- 5.1 Figure 4 depicts, for illustrative purposes, the Blueprint layout of an AARO Office.

Figure 4: Sample AARO Office Blueprint



- 5.2 As identified in Table 2, based on the current AARO Office business requirements, Elections Canada is proposing to assign one type of Blueprint for each AARO Office.

Table 2: Preliminary AARO Office COTS Equipment Requirements

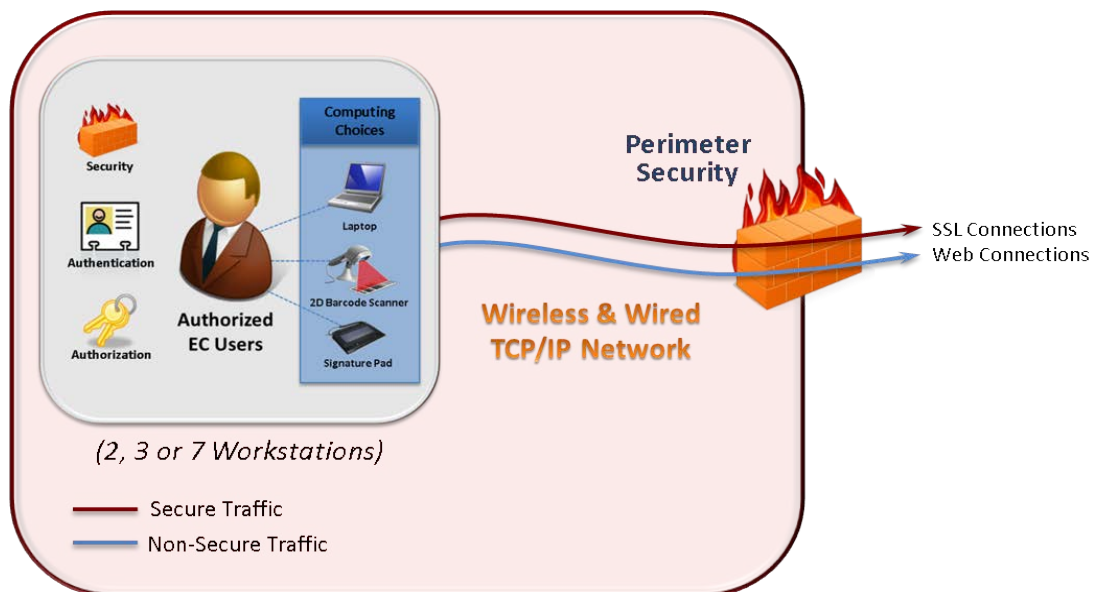
COTS Equipment	Blueprint #1	Blueprint #2	Blueprint #3	Blueprint #4
Business Server	0			
Laptop Computer	0			
Laptop Terminal	0			
Desktop Computer	4			
Small Monochrome Printer	0			
Large Monochrome Printer	0			
Colour MFD	1			
UTM Appliance	1			
Network Switch	0			
UPS Appliance	1			
Barcode Scanner	2			
Electronic Signature Pad	0			

- 5.3 Authentication and authorization controls for Authorized EC Users will be administered by locally created Workstation accounts in each AARO Office.
- 5.4 The AARO Office Blueprint will include a requirement for the Contractor to install and de-install the Field Office Assembly at each location.

6. Polling Location Blueprint and Configuration

- 6.1 Figure 5 depicts, for illustrative purposes, the Blueprint layout of a Polling Location.

Figure 5: Sample Polling Location Blueprint



6.2 As identified in Table 3, based on the current Polling Location business requirements, Elections Canada is proposing to assign one of three types of Blueprints for each Polling Location.

Table 3: Preliminary Polling Location COTS Equipment Requirements

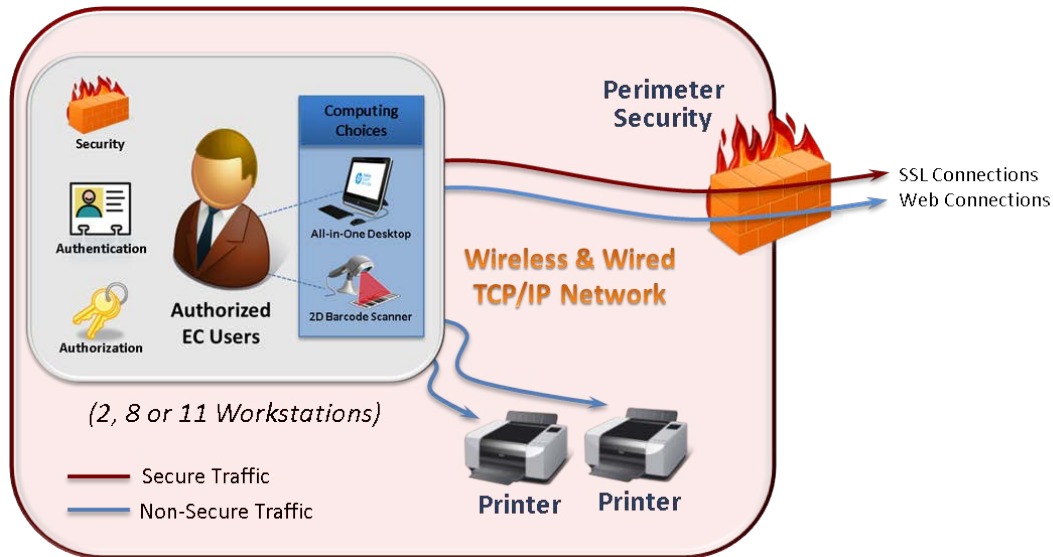
COTS Equipment	Blueprint #1	Blueprint #2	Blueprint #3	Blueprint #4
Business Server	0	0	0	
Laptop Computer	2	3	7	
Laptop Terminal	0	0	0	
Desktop Computer	0	0	0	
Small Monochrome Printer	0	0	0	
Large Monochrome Printer	0	0	0	
Colour MFD	0	0	0	
UTM Appliance	1	1	1	
Network Switch	0	0	0	
UPS Appliance	1	1	1	
Barcode Scanner	2	3	7	
Electronic Signature Pad	2	3	7	

- 6.3 Authentication and authorization controls for Authorized EC Users will be administered by locally created Workstation accounts in each Polling Location.
- 6.4 The Polling Location Blueprint will not include a requirement for the Contractor to install and de-install the Field Office Assembly at each location. Furthermore, it is expected that all Polling Location Field Office Assemblies for a single electoral district will be shipped to the RO Office of such ED. For greater certainty, the Contractor will ship all Polling Location Field Office Assemblies for a specified ED to the RO Office; along with the RO Office Field Office Assembly. The Returning Officer will then manage the distribution and installation of such equipment to Polling Locations within the ED.
- 6.5 Notwithstanding Section 6.4 above, the Contractor must provide technical support to Polling Locations as and when required, in response to Support Requests from such locations in accordance with Subsection 4.4.6 of the SOW.

7. AVM – Field Office Blueprint and Configuration

7.1 Figure 6 depicts, for illustrative purposes, the Blueprint layout of an AVM – Field Office.

Figure 6: Sample AVM - Field Office Blueprint



7.2 As identified in Table 4, based on the current Polling Location business requirements, Elections Canada is proposing to assign one of three types of Blueprints for each AVM – Field Office.

Table 4: Preliminary AVM – Field Office COTS Equipment Requirements

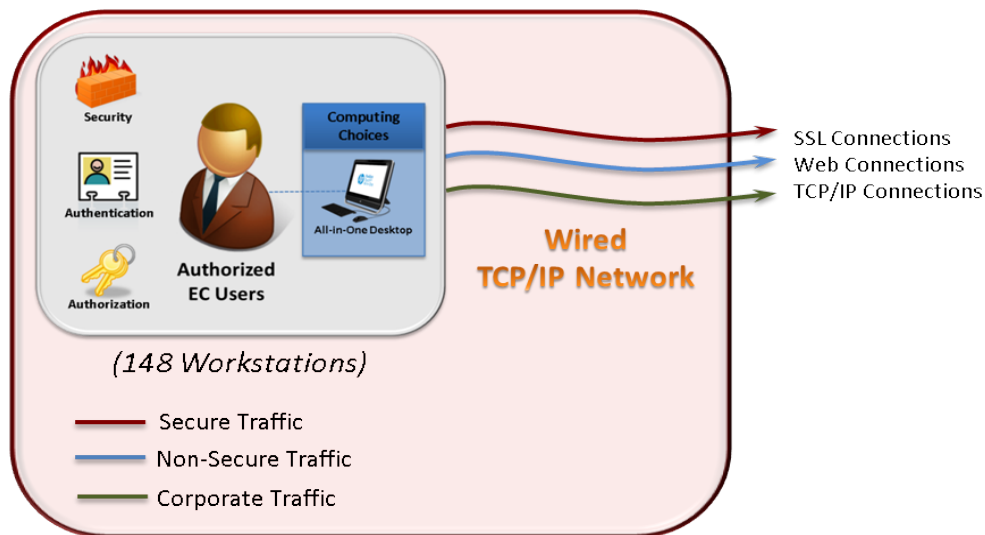
COTS Equipment	Blueprint #1	Blueprint #2	Blueprint #3
Business Server	0	0	0
Laptop Computer	0	0	0
Laptop Terminal	0	0	0
Desktop Computer	2	8	11
Small Monochrome Printer	1	3	3
Large Monochrome Printer	0	0	0
Colour MFD	0	0	0
UTM Appliance	1	1	1
Network Switch	0	0	0
UPS Appliance	1	1	1
Barcode Scanner	0	0	0
Electronic Signature Pad	0	0	0

- 7.3 Authentication and authorization controls for Authorized EC Users will be administered by locally created Workstation accounts in each AVM – Field Office.
- 7.4 The AVM – Field Office Blueprint will include a requirement for the Contractor to install and de-install the Field Office Assembly at each location.

8. ECSN – Headquarters Blueprint and Configuration

- 8.1 Figure 7 depicts, for illustrative purposes, the Blueprint layout of an ECSN – Headquarters location.

Figure 7: Sample ECSN - Headquarters Blueprint



- 8.2 As identified in Table 5, based on the current ECSN - Headquarters business requirements, Elections Canada is proposing to assign one type of Blueprint for the ECSN-Headquarters.

Table 5: Preliminary ECSN - Headquarters COTS Equipment Requirements

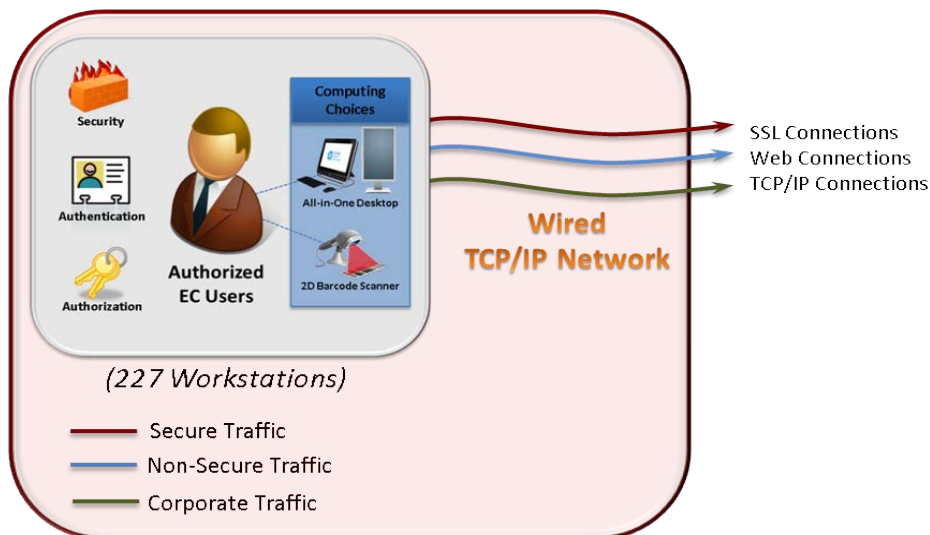
COTS Equipment	Blueprint #1	Blueprint #2	Blueprint #3	Blueprint #4
Business Server	0			
Laptop Computer	0			
Laptop Terminal	0			
Desktop Computer	148			
Small Monochrome Printer	0			
Large Monochrome Printer	0			
Colour MFD	0			
UTM Appliance	0			
Network Switch	0			
UPS Appliance	0			
Barcode Scanner	0			
Electronic Signature Pad	0			

- 8.3 Authentication and authorization controls for Authorized EC Users will be administered locally by Elections Canada.
- 8.4 The ECSN - Headquarters Blueprint will include a requirement for the Contractor to install and de-install the Headquarters Assembly at such location.

9. AVM – Headquarters Blueprint and Configuration

- 9.1 Figure 8 depicts, for illustrative purposes, the Blueprint layout of an AVM – Headquarters location.

Figure 8: Sample AVM - Headquarters Blueprint



9.2 As identified in Table 6, based on the current AVM - Headquarters business requirements, Elections Canada proposes to assign one type of Blueprint for the AVM-Headquarters.

Table 6: Preliminary AVM - Headquarters COTS Equipment Requirements

COTS Equipment	Blueprint #1	Blueprint #2	Blueprint #3	Blueprint #4
Business Server	0			
Laptop Computer	0			
Laptop Terminal	0			
Desktop Computer	227			
Small Monochrome Printer	0			
Large Monochrome Printer	0			
Colour MFD	0			
UTM Appliance	0			
Network Switch	0			
UPS Appliance	0			
Barcode Scanner	20			
Electronic Signature Pad	0			

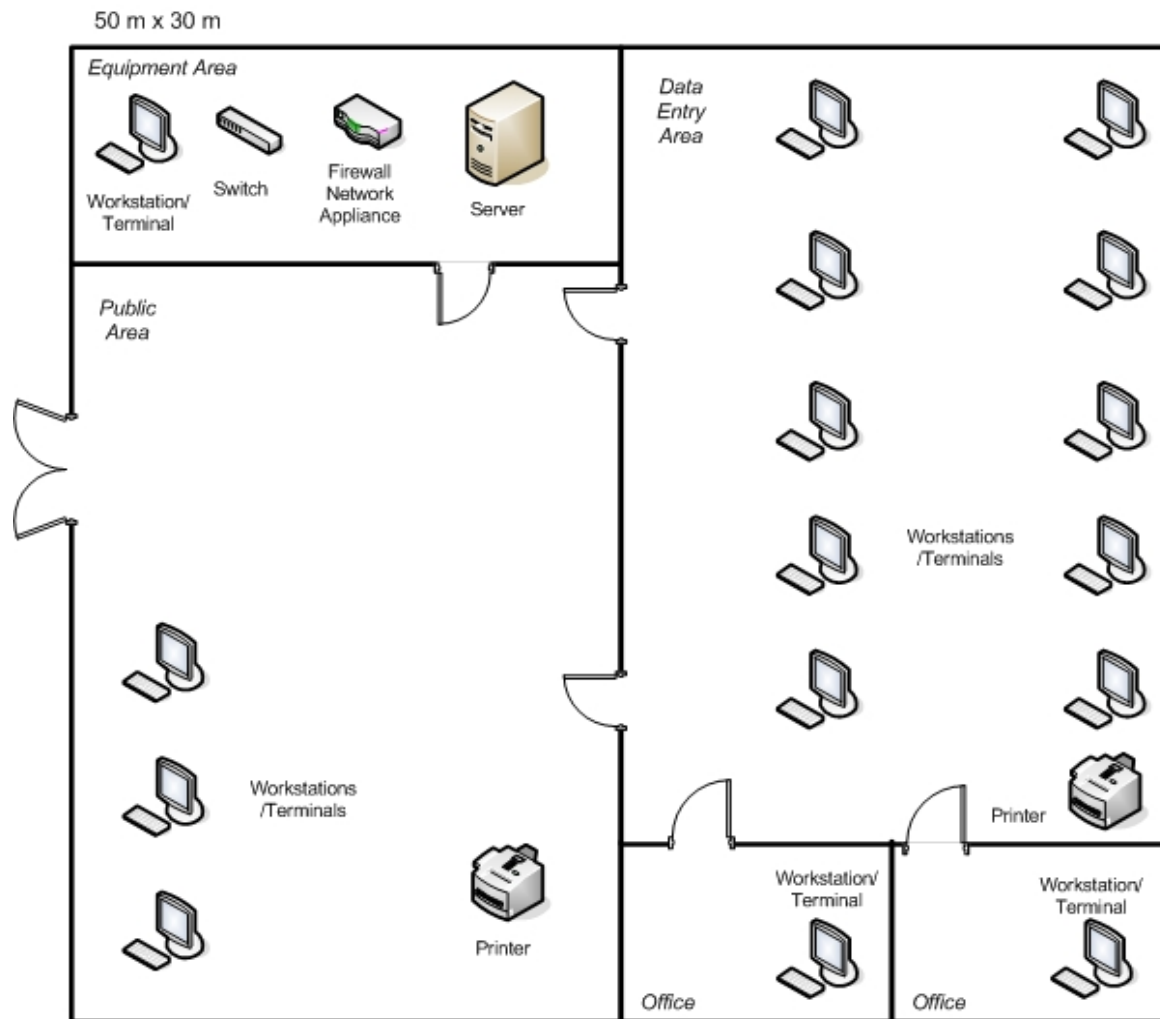
9.3 Authentication and authorization controls for Authorized EC Users will be administered locally by Elections Canada.

9.4 The AVM - Headquarters Blueprint will include a requirement for the Contractor to install and de-install the Headquarters Assembly at such location.

10. Target RO Office Facility Requirements

10.1 Figure 9 below depicts a target RO Office facility layout sought by Returning Officers during their pre-Event preparation activities.

Figure 9: RO Office Facility Layout



Event Field Office Services

Appendix D

To

Annex A – Statement of Work

Technical Certification Requirements

Technical Certification Requirements

1. All COTS Equipment with the exception of UPS Appliances must comply with the emission limits and labeling requirements set out in the *Interference Causing Standard ICES-003, "Digital Apparatus"*, published by Industry Canada or in the equivalent US requirements in the FCC Class B. The UPS Appliance to be supplied must comply with the emission limits and labeling requirements set out in the *Interference Causing Standard ICES-003, Class A "Digital Apparatus"*, published by Industry Canada or with the equivalent US requirements in the FCC Class "A".
2. Devices that have obtained Industry Canada ICES-003 approval that have been assembled from tested components and have not undergone entire system testing will be considered non-compliant. All devices tested must bear the appropriate labels indicating trade name, model number, and the words indicating Industry Canada ICES-003 compliance.
3. Proof of Industry Canada ICES-003 certification may be requested at the time of issuing the COTS Equipment Order Notification. If requested, the Contractor must supply an original copy of the entire certification report from an approved laboratory referencing the system's model number, complete with all component brand names, detailing speed of CPU and motherboard tested and original photographs of the system unit showing front and rear views of the device.
4. For the Business Servers, Laptop Computers and Desktop Computers, system units must have the "Designed for Windows" logo as defined by the Microsoft Windows Logo Program System and Device Requirements for Windows 7, Version 2.2.1a. The certification must be between Microsoft and the original equipment manufacturer of the equipment (as defined by the brand name appearing on the system unit and in all supporting manuals and documentation). Proof of certification may be requested at the time of issuing the COTS Equipment Order Notification. If requested, the Contractor must supply such proof in the following manner:

- (i) a copy of the certification report wherein Microsoft confirms logo level compliance;
- (ii) a copy of the Hardware Compatibility List (HCL) in which the system model appears;
or
- (iii) a copy of the Microsoft Windows Catalogue in which the system model appears.

This report(s) or print out(s) must be enclosed in its original format.

5. UTM Appliances must be International Customer Service Association (ICSA) certified in the following areas:
 - (i) firewall;
 - (ii) VPN;

- (iii) IPS and IDS;
- (iv) anti-virus; and
- (v) anti-spyware.

Appendix E to Annex A – SOW

Blueprint – Sample Template

BLUEPRINT – SAMPLE TEMPLATE

Office Type and Size: <i>(To be Completed by EC)</i>	Blueprint Number: 000001 <i>(To be Completed by EC)</i>
Date Blueprint Issued: YYYY-MM-DD <i>(To be Completed by EC)</i>	

GENERAL INSTRUCTIONS

Blueprints serve to identify, for each type and size of Field Offices and Headquarters offices, all COTS Equipment, COTS Software, Accessories, Consumable Goods, layout and associated configurations required at such site. The Technical Authority shall approve the Blueprint and submit it to the Contractor for testing or assembly in accordance with Packaging Notices.

1.	COTS EQUIPMENT, BASELINE IMAGES & DESIGN DETAILS			
<i>(To be Completed by EC)</i>				
DESIGN DOCUMENT	(NAME OF DOCUMENT)		(RELEASE INFORMATION)	
COTS Equipment	Quantity	Baseline Image Name	Release Number	Release Date
BUSINESS SERVER				
TABLET				
LAPTOP COMPUTER				
LAPTOP TERMINAL				
DESKTOP COMPUTER				
UTM APPLIANCE				
NETWORK SWITCH				
UPS APPLIANCE				
BAR CODE SCANNER				
ELECTRONIC SIGNATURE PAD				
SMALL MONOCHROME PRINTER				
LARGE MONOCHROME PRINTER				
COLOUR MFDS				

Note: In Table 1 include ROTC approved design document references and Baseline Image information for all COTS Equipment in the Field Office or Headquarters office, as the case may be. Include N/A if a Baseline Image is not required for the COTS Equipment.

2. COTS SOFTWARE & DESIGN DETAILS (TO BE COMPLETED BY EC)					
DESIGN DOCUMENT		(NAME OF DOCUMENT)		(VERSION INFORMATION)	
COTS Software	Quantity	Licensing	Version Number	Version Date	
MICROSOFT WINDOWS SERVER					
MICROSOFT TERMINAL SERVER					
MICROSOFT WINDOWS 7 ENTERPRISE					
MICROSOFT OFFICE STANDARD					
SECURITY ANTIVIRUS, IDS/IPS					
OTHER OPTIONAL SOFTWARE (IF REQUIRED)					

Note: In Table 2 include ROTC approved software requirements for the Field Office or Headquarters office, as the case may be.

3. ACCESSORIES & CONSUMABLE GOODS REQUIREMENTS & DESIGN DETAILS (TO BE COMPLETED BY EC)	
DESIGN DOCUMENT	(Name of Document)
Accessories & Consumable Goods	Description
BUSINESS SERVER CONSUMABLE GOODS	
TABLET ACCESSORIES	
LAPTOP COMPUTER ACCESSORIES	
LAPTOP TERMINAL ACCESSORIES	
DESKTOP COMPUTER ACCESSORIES	
SMALL MONOCHROME PRINTER CONSUMABLE GOODS	
LARGE MONOCHROME PRINTER CONSUMABLE GOODS	
COLOUR MFD CONSUMABLE GOODS	
UTM APPLIANCE ACCESSORIES	
NETWORK SWITCH	
POWER BARS WITH SURGE SUPPRESSION PROTECTION	
NETWORK PATCH CABLES	

OTHER ACCESSORIES	
--------------------------	--

Note: In Table 3 include ROTC approved Accessories and Consumable Goods for the Field Office or Headquarters office, as the case may be.

4. FIELD OFFICE – NETWORKING DETAILS (TO BE COMPLETED BY EC)	
1	Internet Access Link #1 (SERVICE TYPE)
2	Internet Access Link #2 (if required) (SERVICE TYPE)
3	LAN Setup Details (SERVICE TYPE)
Does Field Office require any Exceptional Cabling? YES <input type="checkbox"/> NO <input type="checkbox"/> UNKNOWN <input type="checkbox"/>	

Note: In Table 4 include ROTC approved networking details for the Field Office and whether Field Office personnel have informed EC that Exceptional Cabling will be required to complete the installation.

5. EQUIPMENT LAYOUT & CONFIGURATION DETAILS (TO BE COMPLETED BY EC)	
1	Business Server (LAYOUT & CONFIGURATION)
2	UTM Appliance (LAYOUT & CONFIGURATION)
3	Small Monochrome Printer (LAYOUT & CONFIGURATION)
4	Large Monochrome Printer (LAYOUT & CONFIGURATION)
5	Colour MFD (LAYOUT & CONFIGURATION)

Note: In Table 5 include ROTC approved layout and configuration details or special instructions for the Field Office or Headquarters office, as the case may be.

6. SETUP NOTES (TO BE COMPLETED BY EC)	
Is the Contractor required to install and de-install the COTS Equipment, COTS Software, Accessories, Consumable Goods and networks at the Field Office or Headquarters location, as the case may be?	YES <input type="checkbox"/> NO <input type="checkbox"/>

Note: In Table 6 include any setup notes and specify whether installation is required by the Contractor.

7.	DISCREPANCIES & ISSUES <i>(TO BE COMPLETED BY EC)</i>

Note: In Table 7 include any discrepancies or issues related to the Blueprint.

8.	BLUEPRINT APPROVAL & SIGNOFF	
(TECHNICAL AUTHORITY APPROVAL AND SIGNOFF)	(SIGNATURE)	DATE (YYYY-MM-DD)

Appendix F to Annex A – SOW

Packaging Notice – Sample Template

PACKAGING NOTICE – SAMPLE TEMPLATE

Purpose of Notice: <i>(TO BE COMPLETED BY EC)</i>	Packaging Notice Number: 000001 <i>(TO BE COMPLETED BY EC)</i>
Packaging Notice Date: YYYY-MM-DD <i>(TO BE COMPLETED BY EC)</i>	Date Required: YYYY-MM-DD <i>(TO BE COMPLETED BY EC)</i>

GENERAL INSTRUCTIONS

A Packaging Notice serves to notify the Contractor that it must initiate activities related to the preparation and delivery of Field Office Assembly and Headquarters Assembly to the Field Offices and Headquarters location, as the case may be.

1.	NOTICE DETAILS & NOTES <i>(TO BE COMPLETED BY EC)</i>

Note: In Table 1 include a brief explanation and scope for the notice.

2.	DELIVERY DETAILS (IF APPLICABLE) <i>(TO BE COMPLETED BY EC)</i>	
(LOCATION NAME)	(LOCAL CONTACT NAME)	
(STREET ADDRESS)	(CONTACT PHONE)	
(CITY, PROVINCE AND POSTAL CODE)	(ELECTORAL DISTRICT)	
Does the Location have exceptional delivery requirements?	YES <input type="checkbox"/> No <input type="checkbox"/> UNKNOWN <input type="checkbox"/>	

Note: The Contractor is responsible to make delivery arrangements with the Field Office Contact. If Field Office personnel have notified EC that exceptional delivery requirements exist, the Contractor must coordinate such delivery with the Field Office Contact and include the delivery details in Table 2.

3.

BLUEPRINT ASSIGNMENT INFORMATION (IF APPLICABLE)

(TO BE COMPLETED BY EC AND CONTRACTOR)

Blueprint Name and Number	Field Office ID	√	Field Office ID	√	Field Office ID	√	Field Office ID	√	Field Office ID	√
		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>
		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>
		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>
		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>
		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>
		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>
		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>
		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>
		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>
		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>
		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>
		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>
		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>
		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>
		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>
		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>

		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>
		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>
		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>
		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>
		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>
		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>
		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>
		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>
		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>
		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>
		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>
		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>
		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>
		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>
		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>
		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>
		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>
		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>

		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>
		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>

Note: In Table 3 assign a Blueprint to each Field Office ID or Headquarters location.

4.	SPECIAL INSTRUCTIONS & NOTES <i>(TO BE COMPLETED BY EC)</i>

Note: In Table 4 include any other packaging instructions that may help to ensure effective assembly, delivery or installation of COTS Equipment.

5.	PACKAGING NOTICE – SIGNOFF AND ACKNOWLEDGEMENT	
(TECHNICAL AUTHORITY SIGNOFF)	SIGNATURE	DATE (YYYY-MM-DD)
(CONTRACTOR ACKNOWLEDGEMENT OF COMPLETION)	SIGNATURE	DATE (YYYY-MM-DD)

Note: In Table 5 the Contractor must sign the completed Packaging Notice and return such completed notice to the Technical Authority.

Event Field Office Services

Appendix G

To

Annex A – Work Management Plan

Work Management Plan

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[TO ADD AT CONTRACT AWARD THE WORK MANAGEMENT PLAN SUBMITTED AS PART OF PROPOSAL.]

Introduction

The following sections and descriptions constitute the Contractor's Work Management Plan.

1.1 Scope of Work Management Plan

- 1.1.1 The Work Management Plan must describe clearly and in sufficient detail the Contractor's strategic and tactical approach for the following:
- a) work administration strategy, as set out in Section 2 of this document;
 - b) quality assurance and risk management strategy, as set out in Section 3 of this document;
 - c) the logistics for performance of the activities described for the Event Packaging Period, as set out in Section 4 of this document;
 - d) the logistics for performance of the activities described for the Event Ready Period, as set out in Section 5 of this document;
 - e) the logistics for performance of the activities described in the Event Deployment and Support Period, as set out in Section 6 of this document; and
 - f) support services strategy, as set out in Section 7 of this document.

Work Administration Strategy

2.1 Work Administration Personnel

2.1.1 The following is a description of the Contractor's personnel who will be involved in the administration of the Work, as set out in Section 2.1.2(a)(i) of the SOW.

<Contractor should identify the following:

- a) the personnel responsible for Contract administration of the Work deliverables and the governance structure, along with their contact information;
- b) the personnel responsible for the technical administration of the Work deliverables, along with their contact information;
- c) an organizational diagram describing the relationship between a) and b);
- d) the relationship between a) and b) and the Technical Authority; and
- e) any other related activities or relevant information.>

2.2 Communication and Reporting Strategy

2.2.1 The following is a description of the Contractor's communication and reporting strategy to perform the Work, as set out in Section 2.1.2(a)(ii) of the SOW.

<Contractor Input here>

2.3 Management of Deliverables and Timelines

2.3.1 The following is a description of the Contractor's strategy to manage the deliverables and timelines to successfully perform the Work, as set out in Section 2.1.2(a)(iii) of the SOW.

<Contractor Input here>

Quality Assurance and Risk Management

3.1 Quality Assurance Methodology

3.1.1 The following is a description of the Contractor's quality assurance methodology to perform the Work, as set out in Section 2.1.2(b)(i) of the SOW.

<Contractor Input here>

3.2 Risk Management Methodology

3.2.1 The following is a description of the Contractor's risk management methodology to perform the Work, as set out in Section 2.1.2(b)(i) of the SOW.

<Contractor Input here>

3.3 Facility and its BCP Strategy

3.3.1 The following is a description of the Contractor's approach to selecting the Facility and the BCP strategy for such Facility to perform the Work, as set out in Section 2.1.2(b)(ii) of the SOW.

<Contractor Input here>

Event Packaging Period – Activities

4.1 Event Packaging Period Schedule

4.1.1 The following is a description of the Contractor’s approach to managing the Event Packaging Period schedule to perform the Work set out in Section 4.2 of the SOW.

<Contractor Input here>

4.2 COTS Equipment Assembly, Configuration & Testing

4.2.1 The following is a description of the Contractor’s approach to the COTS Equipment assembly, configuration and testing to perform the Work set out in Subsections 4.2.3 and 4.2.4 of the SOW.

<Contractor Input here>

4.3 Packaging & Shipping of Field Office Assemblies

4.3.1 The following is a description of the Contractor’s approach to the packaging and shipping of Field Office Assemblies to perform the Work set out in Subsections 4.2.5, 4.2.6 and 4.2.7 of the SOW.

<Contractor Input here>

Event Ready Period – Activities

5.1 Delivery Delay Strategy

5.1.1 The following is a description of the Contractor’s strategy to uphold a state of readiness during the Event Ready Period to perform the Work set out in Subsection 4.3.1 of the SOW.

<Contractor Input here>

Event Deployment & Support Period – Activities

6.1 Event Delivery Dashboard Monitoring & Update

6.1.1 The following is a description of the Contractor’s approach to monitoring and updating the Event Delivery Dashboard to perform the Work set out in Subsections 4.4.8 and 4.4.9 of the SOW.

<Contractor Input here>

6.2 Field Office Assembly Deployment, Installation & Sign-Off

6.2.1 The following is a description of the Contractor’s approach to the Field Office Assembly deployment, installation and sign-off to perform the Work set out in Subsections 4.4.2, 4.4.3 and 4.4.5 of the SOW.

<Contractor Input here>

6.3 Field Office Support

6.3.1 The following is a description of the Contractor’s approach to Field Office support to perform the Work set out in Subsection 4.4.6 of the SOW.

<Contractor Input here>

6.4 Field Office Decommissioning & Sign-Off

6.4.1 The following is a description of the Contractor’s approach to the Field Office decommissioning and sign-off to perform the Work set out in Subsection 4.4.7 of the SOW.

<Contractor Input here>

Support Services Strategy

7.1 Support Desk Location & BCP Strategy

7.1.1 The following is a description of the Contractor's Support Desk location and BCP strategy to perform the Work set out in Subsections 6.1.1 and 6.1.2 of the SOW.

<Contractor Input here>

7.2 Support Desk – Operation

7.2.1 The following is a description of the Contractor's Support Desk operation strategy to perform the Work set out in Subsections 6.1.3, 6.1.4 and Sections 6.2 and 6.3 of the SOW.

<Contractor Input here>

Event Field Office Services

Appendix H

To

Annex A – Statement of Work

Glossary of Terms & Acronyms

Glossary of Terms and Acronyms

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 Appendix H. 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.

“AARO” or **“Additional Assistant Returning Officer”** means an election officer appointed under Section 30(1) of the *Canada Elections Act*;

“AARO Office” means a small Field Office opened in Electoral Districts for the AARO and their staff for the duration of an Event;

“Accessories” means auxiliary components or features that may be required in connection with the use of COTS Equipment or to complete the installation of the COTS Equipment in the Field Offices or Headquarters, as identified in Appendix “A” to the SOW;

“Access Point” means a networking device that serves as an interface between the wireless network and a wired network that can control medium access;

“AD” means “Active Directory”;

“AES” means “Advance Encryption Standard” and is a symmetric encryption algorithm;

“Address Confirmation Notice” has the meaning ascribed to it in Subsection 4.4.3 of the SOW;

“Agent” means a person who has the responsibility to answer and/or redirect telephone, email and other social media correspondence as part of the Support Desk;

“Audit Complete Notice” has the meaning ascribed to it in Subsection 3.4.3 of the SOW;

“Authorized EC User” means a person identified by the Technical Authority that:

1. has been given the authority to use COTS Equipment;
2. has been given the authorization to communicate with the Contractor’s Support Desk;
3. has remote access to COTS Equipment; and
4. has remote access to the Web-based Administration Interface.

“AVM” means “Alternate Voting Methods”, which refers to a business unit within EC that administers voting processes for advanced polls, international voters, military voters, incarcerated voters and other similar voter communities;

“Barcode Scanner” has the meaning ascribed to it in Section 13 of Appendix A to the SOW;

“Baseline Image” means a customized computing operating system image approved by the ROTC;

“**BCP**” or “**Business Continuity Plan**” means a plan for continuing operations under adverse conditions, which identifies exposure to internal and external threats, synthesizes hard and soft assets and provides processes to prevent and recover from such adverse conditions;

“**BGP**” means “Border Gateway Protocol”;

“**Blueprint**” has the meaning ascribed to it in Subsection 3.5.1 of the SOW;

“**Business Productivity Suite**” means a suite of business applications used to create, open, modify and save word processor, spreadsheets and presentation documents;

“**Business Server**” has the meaning ascribed to it in Section 2 of Appendix A to the SOW;

“**CCITT G3**” refers to the International Telecommunications Union defined standards for data communications including Group 3. The universal protocol for sending fax documents across telephone lines. It is defined in IETF RFC 804;

“**CLI**” means “Command Line Interface”;

“**Consumable Goods**” means products that have either a limited shelf life and cannot be used beyond such shelf life or they are one-time products that are not usable after initial use and that may be required in connection with the use of COTS Equipment;

“**COTS**” means “Commercial off-the-shelf”, which refers to supply that is sold in substantial quantities in the commercial marketplace, and that is available to the general public;

“**COTS Equipment**” means all COTS hardware and embedded off-the-shelf software, other than COTS Software, and required documentation, as identified in Appendix A to the SOW;

“**COTS Equipment Availability Notice**” has the meaning ascribed to it in Subsection 3.4.2 of the SOW;

“**COTS Equipment Order Notification**” means the written notice by which the Technical Authority provides the Contractor the list and quantities of required COTS Equipment in accordance with Section 3 of the SOW;

“**COTS Equipment Return Notice**” has the meaning ascribed to it in Subsection 3.8.1 of the SOW;

“**COTS Software**” means the COTS software listed in Sections 2.2, 4.2, 5.2 and 6.2 of Appendix A to the SOW, which are software that are part of Elections Canada’s technology standards;

“**CSEC**” means “Communications Security Establishment Canada”;

“**Colour MFD**” has the meaning ascribed to it in Section 9 of Appendix A to the SOW;

“**Decommissioning Notice**” means the notice by which Elections Canada advises the Contractor to recover all COTS Equipment, Accessories and unused Consumable Goods from a Field Office or from Headquarters;

“**Desktop Computer**” has the meaning ascribed to it in Section 6 of Appendix A to the SOW;

“**DHCP**” means “Dynamic Host Configuration Protocol”;

“**DMZ**” means “Demilitarized Zone”, which refers to a perimeter network that is a physical or logical sub-network that contains and exposes an organization's external-facing services to a larger untrusted network, usually the Internet;

“**DNS**” means “Domain Name Service”;

“**DPI**” means “Dots per Inch”;

“**EAL**” means a security evaluation assurance level. There are 7 levels of the EAL (EAL1 through EAL7). An EAL is granted following a security assessment of an IT product or system based on a common criteria security evaluation. The higher the level in the EAL, the more assurance requirements had to be achieved in the common criteria certification process. Thus, the higher levels provide a higher confidence that the system's principal security features are reliably implemented;

“**EC**” means the Office of the Chief Electoral Officer of Canada, commonly referred to as “Elections Canada”;

“**ECSN**” means “Elections Canada Support Network”, which refers to EC’s service desk for Field Offices and field personnel;

“**ED**” or “**Electoral District**” means a place or territorial area that is represented by a member in the House of Commons. There are currently 308 EDs. The number of EDs will increase to 338 effective on the first dissolution of Parliament that occurs after May 1, 2014, which date represents seven months after the day on which the Governor in Council proclaimed the new representation order pursuant to section 25 of the *Electoral Boundaries Readjustment Act*;

“**ED Number**” means a unique identification number associated with each Electoral District;

“**ET**” means “Eastern Time”;

“**EFOs**” means the Event Field Office Services, which are outlined throughout the SOW;

“**Electronic Signature Pad**” has the meaning ascribed to it in Section 14 of Appendix A to the SOW;

“**Equivalent to New**” means COTS Equipment that has been recovered from a Field Office or Headquarter location in accordance with Subsection 4.2.4 of the SOW and that has subsequently been refurbished and repackaged with full original manufacturer’s warranty, service and support;

“**Ethernet**” means a family of computer networking technologies for local area networks (LANs). Ethernet standardized in 1985 as IEEE 802.3;

“**Event**” means any of the following:

- a) a federal general election where one or more Field Offices will be established in all Electoral Districts;
- b) a federal by-election where one or more Field Offices will be established in one or a subset of Electoral Districts; and
- c) a federal referendum where one or more Field Offices will be established in all Electoral Districts or a subset of Electoral Districts, as specified by the Technical Authority.

“Event Delivery Dashboard” means Elections Canada’s secure web-enabled and Internet accessible Event delivery activities management system; which allows Authorized EC Users and authorized Contractor personnel to update, modify and save the status of various activities during Events;

“Event Deployment & Support Period” has the meaning ascribed to it in Subsection 4.4.1 of the SOW;

“Event Notice” means a written notice by which the Technical Authority advises the Contractor that an Event has been initiated and as further described in Subsection 4.4.2 of the SOW;

“Event Packaging Period” has the meaning ascribed to it in Subsection 4.2.2 of the SOW;

“Event Ready Period” has the meaning ascribed to it in Subsection 4.3.1 of the SOW;

“Event Server” means a server located at Elections Canada that is used to provide and collect information from Business Servers in Field Offices during Events;

“Event Simulation” has the meaning ascribed to it in Section 7.1 of the SOW;

“Exceptional Cabling” means new network patch cables in excess of 33 meters in length required for device to device network connection where such cabling is not already available at the Field Office;

“Facility” means the Contractor’s storage facility where the COTS Equipment is stored and where the Field Office Assemblies and Headquarters Assemblies are assembled;

“FCC” means the “Federal Communication Commissions”;

“Field Office” means a fixed or mobile remote office of different type and size in which activities related to an Event are held;

“Field Office Assembly” has the meaning ascribed to it in Paragraph 4.2.3 (a) of the SOW;

“Field Office Contact” means the returning officer or a member of his or her staff working at the Field Office and who has been identified as the contact person in the Address Confirmation Notice;

“Field Office ID” means the numbering system used by Elections Canada to identify Electoral District Field Office types. Field Office IDs will be provided by Elections Canada in Section 3 of the Packaging Notice;

“Gbps” means “Gigabits per second”;

“**GHz**” means “Giga Hertz”;

“**HA**” means “High Availability”, which refers to a system design approach and associated service implementation that ensures a prearranged level of operational performance will be met during a contractual measurement period;

“**Headquarters**” refers to Elections Canada offices located in Ottawa, Ontario and Gatineau, Quebec;

“**Headquarters Assembly**” has the meaning ascribed to it in Subsection 5.1.2 of the SOW;

“**Holdover Facilities**” means the facilities approved by the Technical Authority to store the Field Office Assemblies during the Event Ready Period, excluding the Facility;

“**IDS**” means “Intrusion Detection System”, which refers to a system that is used to detect intrusions and attempted intrusions. IDS reveal anomalies and malevolent use of computing resources;

“**IEEE 802.11**” means a set of standards issued by the Institute of Electrical and Electronics Engineers that comprises a family of networking standards covering various specifications of technologies for Wi-Fi;

“**IP**” means “Internet Protocol”;

“**IPS**” means “Intrusion Prevention System”, which refers to a network security appliance or application that monitors network and/or system activities for malicious activity;

“**ISP**” means “Internet Service Provider”;

“**IT**” means “Information Technology”;

“**KEDC**” or “**King Edward Data Centre**” means EC’s data centre located in Ottawa, Ontario;

“**Kbps**” means “Kilobits per second”;

“**L2TP**” means “Layer 2 Tunneling Protocol”;

“**LAN**” means “Local Area Network”;

“**Laptop Computer**” has the meaning ascribed to it in Section 4 of Appendix A to the SOW;

“**Laptop Terminals**” has the meaning ascribed to it in Section 5 of Appendix A to the SOW;

“**Large Monochrome Printer**” has the meaning ascribed to it in Section 8 of Appendix A to the SOW;

“**LDAP**” means “Lightweight Directory Access Protocol”;

“**MAC**” means “Media Access Control”;

“MB” means “Megabyte”;

“Mbps” means “Megabits per second”;

“NAT” means “Network Address Translation”;

“Network Switch” has the meaning ascribed to it in Section 11 of Appendix A to the SOW;

“NTP” means “Network Time Protocol”;

“Non-Event” refers to the periods of time between Events;

“OSPF” means “Open Shortest Path First”;

“Packaging Notice” has the meaning ascribed to it in Subsection 3.5.4 of the SOW;

“PDF” means “Portable Document Format”;

“PPI” means “Points per Inch”;

“Polling Day” means the day for voting at the Event;

“Polling Location” means a location anywhere in Canada that may be designated as a location for electors to cast their vote;

“POTS” means “Plain Ordinary Telephone Service”;

“PPM” means “Pages per Minute”;

“PPPoE” means “Point to Point over Ethernet”;

“PPTP” means “Point to Point Tunneling Protocol”;

“QoS” means “Quality of Service”;

“RADIUS” means “Remote Authentication Dial In User Service”, which refers to a networking protocol that provides centralized authentication, authorization, and accounting (AAA) management for users that connect and use a network service;

“RAID” means “Redundant Array of Independent Disks”;

“RDP” or **“Remote Desktop Protocol”** means a proprietary protocol developed by Microsoft that provides a user with a graphical interface to another computer over a network connection. The user employs RDP client software for this purpose, while the other computer must run RDP server software;

“RIP” means “Routing Internet Protocol”, which refers to a distance-vector routing protocol, which employs the hop count as a routing metric;

“**RJ11**” and “**RJ45**” refers to standardized physical network interface, both jack construction and wiring pattern for connecting telecommunications or data equipment to a service provided by a local exchange carrier or long distance carrier. RJ11 is typically used for one telephone line and RJ45 is typically used for data or network connection;

“**RO**” or “**Returning Officer**”, means an individual appointed by the Chief Electoral Officer pursuant to the *Canada Elections Act* responsible for, under his general direction, to prepare for and conduct an election in his or her Electoral District;

“**RO Office**” means a Field Office opened in an Electoral District for the RO and his or her staff for the duration of an Event;

“**ROTC**” means the “Returning Office Technology Centre” which is the organization within EC that defines the architecture and is responsible for all technologies deployed in Field Offices;

“**Small Monochrome Printer**” has the meaning ascribed to it in Section 7 of Appendix A to the SOW;

“**SNMP**” means “Simple Network Management Protocol”;

“**SSID**” means “Service Set Identification”;

“**SSH**” means “Secure Shell”;

“**SSL**” means “Secure Socket Layer”;

“**Support Desk**” has the meaning ascribed to it in Section 6.1 of the SOW;

“**Support Request**” means an order for support services initiated by the Technical Authority or Authorized EC Users;

“**Support Request System**” has the meaning ascribed to it in Subsection 6.2.1 of the SOW;

“**Tablet**” has the meaning ascribed to in Section 3 of Appendix A to the SOW;

“**TBITS**” means “Treasury Board Information Technology Standards”;

“**TCP/IP**” means “Transmission Control Protocol Internet Protocol”;

“**Tethering**” refers to connecting one device to another to share resources. In the context of mobile phones or internet tablets, tethering allows sharing of the internet connection of a phone or tablet with another device such as a laptop;

“**TLS**” means “Transport Layer Security Protocol”;

“**UTM**” means “Unified Threat Management”, which refers to the evolution of the traditional firewall into an all-inclusive security product able to perform multiple security functions within one single appliance: network firewalling, network intrusion prevention and gateway antivirus (AV),

gateway anti-spam, VPN, content filtering, load balancing, data leak prevention and on-appliance reporting;

“UTM Appliance” has the meaning ascribed to it in Section 10 of Appendix A to the SOW;

“UPS Appliance” has the meaning ascribed to it in Section 12 of Appendix A to the SOW and means a COTS device that provides (i) battery backup when the utility electrical power fails or drops to an unacceptable voltage level; and (ii) conditioned electricity to protect equipment from overvoltage and spikes;

“URL” means “Uniform Resource Locator”;

“USB” means “Universal Serial Bus”;

“VPN” means “Virtual Private Network”;

“WAN” means “Wide Area Network”;

“Web-based Administration Interface” has the meaning ascribed to it in Subsection 2.2.1 of the SOW;

“Wi-Fi” means “Wireless Fidelity”;

“Work Management Plan” means the plan prepared by the Contractor and submitted in its proposal, which is based on the requirements set out in Section 2.1 of the SOW as revised and updated in accordance with Subsections 2.1.5, 2.1.6 and 2.1.7 of the SOW; and

“Workstations” means Desktop Computers, Laptop Computers or Laptop Terminals used by Authorized EC Users in Field Offices or Headquarters.

Annex B – Pricing Tables

[To be inserted at contract award]

Annex C
Supplemental Terms
Hardware Purchase, Lease and Maintenance

Article 1 Conditions Common to Hardware Transactions

Section 1.01 - Interpretation

1.01.01 In the Contract, unless the context requires otherwise,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 1.02 - Hardware Must be New

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

- 1.02.03 By supplying the Hardware, the Contractor is guaranteeing that the Hardware is not counterfeit, meaning it is not an unauthorized copy, replica, or substitute for the product manufactured by the original equipment manufacturer identified by name on the Hardware.

Article 2 Conditions Common to Lease and Purchase

Section 2.01 - Delivery

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

Section 2.02 - Special Site Delivery or Installation Preparation Requirements

- 2.02.01 If the Contract describes special site preparation requirements, the Contractor must prepare the site for delivery or installation at its own expense according to those requirements, sufficiently in advance to meet the Delivery Date. All the costs associated with the special site preparation are included in the price of the Hardware.
- 2.02.02 If the Contract provides that Elections Canada is responsible for special site preparation requirements, then the following applies instead of Subsection 2.02.01:
- (a) Elections Canada must prepare the site at its own expense in accordance with the site preparation requirements described in the Contract.
 - (b) If the Contract provides that there are special site preparation requirements, but does not describe them, the Contractor must deliver a complete written description of them to Elections Canada immediately following the date of the Contract or, if the Delivery Date is more than 30 days after the date of the Contract, at any time at least 30 days before the Delivery Date. If the Contractor delivers the special site preparation requirements to Elections Canada by this time, and Elections Canada does not object to any of the Contractor's requirements within 10 days, Elections Canada must prepare the site according to these requirements. If Elections Canada is required to make any alterations or modifications because the Contractor's special site preparation requirements were incomplete or incorrect, the Contractor must reimburse Elections Canada for any additional expenses it incurs. The Contractor guarantees that, if the site is prepared and maintained by Elections Canada according to the special site preparation requirements, the resulting environment will permit

the Hardware to operate according to the Specifications.

- (c) Elections Canada must complete the special site preparations and notify the Contractor that the site is ready at least five working days before the Delivery Date, after which the Contractor may inspect the site at a time agreed to by Elections Canada. Inspection by the Contractor does not relieve Elections Canada of its obligation to prepare the site according to the special site preparation requirements described in the Contract.
- (d) If Elections Canada does not prepare the site according to the special site preparation specifications on time, unless the delay is due to an event reasonably beyond Elections Canada's control, the Contractor will be entitled to be reimbursed for any additional costs that it can demonstrate that it reasonably and properly incurred as a direct result of the delay.

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

Section 2.03 - Installation, Integration and Configuration

- 2.03.01 Unless provided otherwise in the Contract, the Contractor must unpack, assemble, install, integrate, interconnect, and configure all the Hardware at the location(s) specified in the Contract. Where necessary to complete this part of the Work, the Contractor must provide all required moving and installation resources, including but not limited to personnel, packing material, vehicles, cranes, and floor protection panels. After completing this part of the Work, the Contractor must provide Elections Canada's onsite representative with written notification that the Hardware is Ready for Use. If either or both of Supplemental General Conditions Software Development or Modification Services and/or Licensed Software apply to the Contract, and the Contract provides that the System consists of the Hardware together with Licensed Software and/or Custom Software, the Work described in this article also applies to the entire System.
- 2.03.02 The Contractor must supply all materials required to complete the assembly, installation, integration, interconnection, and configuration of the Hardware at the location(s) specified in the Contract so that it is Ready for Use and acceptance, including providing and setting up all the required connections to the power supply and any other necessary utilities, cables, and any other accessories or supplies.
- 2.03.03 The Contractor must leave all work areas clean and tidy at the end of each workday and once the Work is complete, which includes removing and disposing of all packing materials.

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

Section 2.04 - Certification of Electrical Equipment

2.04.01 The Contractor guarantees that all electrical equipment delivered under the Contract is either:

(a) certified by an organization accredited by the Standards Council of Canada in accordance with Part I of the Canadian Electrical Code; or

(b) has been inspected by an organization acceptable to the Chief Electrical Inspector in the province, territory or city in Canada where the electrical equipment will be delivered, in which case the Contractor must present evidence of this inspection if requested by Elections Canada.

Section 2.05 - Hardware Documentation

2.05.01 The Contractor must provide to Elections Canada the same Hardware Documentation that it provides to other purchasers of similar hardware, and must include all supplements and revisions to the Hardware Documentation effective up to the Delivery Date. The Hardware Documentation must at least include all the documentation available to consumers from the manufacturer of the Hardware about the technical specifications of the Hardware and the Firmware, installation requirements, and operating instructions, as well as details about the software programs with which the Hardware functions, regardless of whether licenses to those software programs are provided under the Contract.

2.05.02 The Contractor guarantees that the Hardware Documentation it provides is sufficiently detailed to allow Elections Canada to use and test all the Hardware's functions.

2.05.03 If the Contract states that the Contractor must provide maintenance documentation, the Contractor guarantees that the Hardware Documentation it provides is sufficiently detailed to permit Elections Canada, or someone authorized by Elections Canada, to maintain and repair the Hardware properly, and to test it for that purpose.

2.05.04 The Contractor must deliver the Hardware Documentation to Elections Canada with the Hardware. If multiple units are delivered, unless the Contract specifically provides otherwise, the Contractor must provide one complete set of Hardware Documentation with each item of Hardware.

2.05.05 If there are changes to the Hardware during the contract period, the Contractor must update the Hardware Documentation, at no additional cost to Elections Canada. The Contractor must provide these updates within 10 days of the updates being made available by the manufacturer. If available from the manufacturer, the updates must include

supporting documentation that identifies any problem resolved or enhancement made to the Hardware, any new feature(s) added, and any necessary installation instructions.

- 2.05.06 Despite anything in the General Conditions concerning copyright, the copyright in the Hardware Documentation will not be owned or transferred to Elections Canada. However, Elections Canada has the right to use the Hardware Documentation and may, for its own internal purposes, copy it for use by individuals using or supporting the Hardware, as long as Elections Canada includes any copyright and proprietary right notices that are part of the original document.
- 2.05.07 Unless provided otherwise in the Contract, the Hardware Documentation must be delivered in both English and French. If the Contract provides that the Hardware Documentation is only required to be provided in one of Elections Canada's official languages, Elections Canada has the right to translate it or have it translated for its own use. Elections Canada owns any translation and is not required to provide it to the Contractor. Elections Canada must include any copyright and proprietary right notices that are part of the original document in any translation. The Contractor is not responsible for technical errors that arise as a result of any translation made by Elections Canada.

Section 2.06 - Minimum Availability Level Requirement

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

Section 2.07 - Availability-Level Testing Before Acceptance

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

temporarily suspend the availability-level testing and the time limits for testing referred to in this section or elsewhere in the Contract will be extended by the number of days that testing is suspended, up to a maximum extension of 60 days.

- 2.07.08 If Elections Canada determines that the Hardware successfully passes the availability-level testing, which in addition to the above may include tests of any function of the Hardware to determine whether it meets the Specifications, the first day of the 30-day period in which the Hardware achieves the Minimum Availability Level will be considered the acceptance date.

Section 2.08 - Acceptance

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

Section 2.09 - Firmware

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

Section 2.10 - Total System Responsibility

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

Article 3 Additional Conditions: Purchase

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

- 3.01.01 Unless provided otherwise in the Contract, Elections Canada becomes the owner of the Hardware once the Hardware has been delivered to and accepted by Elections Canada according to the conditions of the Contract.
- 3.01.02 If Elections Canada pays the Contractor for any materials, parts, work-in-process, or finished work, either by way of progress payments or otherwise, then Elections Canada will own them once the payment is made, unless ownership has already passed to Elections Canada under another provision of the Contract. The fact that ownership has transferred to Elections Canada does not mean that Elections Canada has accepted the materials, parts, work-in-process or finished work, and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract. Also, the risk of loss or damage to the materials, parts, work-in-process or finished work remains with the Contractor until they are delivered to Elections Canada in accordance with the Contract, even if ownership has transferred to Elections Canada.
- 3.01.03 After delivery, the Contractor remains responsible for loss or damage to any part of the Work caused by the Contractor or any subcontractor or any person for whom either is responsible.
- 3.01.04 The Contractor guarantees that it has the right to transfer ownership of the Hardware to Elections Canada and that there are no liens, attachments, charges, encumbrances, or claims affecting the Hardware. Once ownership passes to Elections Canada, the Contractor must, if Elections Canada requests, establish to the Contracting Authority's satisfaction that the title is free and clear of all liens, attachments, charges, encumbrances, or claims. If requested by the Contracting Authority, the Contractor must execute any transfer documentation and take any other steps that are necessary to perfect Elections Canada's title.

Section 3.02 - Warranty for Purchased Hardware

- 3.02.01 Even if Elections Canada has accepted the Work, the Contractor guarantees that, for 12 months after the Hardware is accepted (the "Hardware Warranty Period"), it will be free from all defects in materials or workmanship, be free from all design defects, and conform in all ways with the requirements of the Contract, including the Specifications and any Minimum Availability Level requirements. Because items of Hardware may be accepted on different days, the Hardware Warranty Period for different items of Hardware delivered under the Contract may begin and end on different days. If the Contract provides that the System consists of the Hardware together with Licensed Software and/or Custom Software, the Hardware Warranty Period will also apply to the Licensed Software and/or Custom Software components of the System and this longer period will apply to all the warranty, maintenance and support obligations described in Supplemental General Conditions Software Development or Modification Services and Licensed Software.

- 3.02.02 This warranty does not apply to a specific item of Hardware if the only reason that item fails to conform to the requirements of the Contract is because:
- (a) Elections Canada is negligent or does not use the Hardware in accordance with the Specifications;
 - (b) electric power or air conditioning or humidity control at the site does not perform according to any special site preparation requirements described in the Contract;
 - (c) a person other than the Contractor, a subcontractor, or a person approved by either of them modifies the Hardware or attaches equipment to the Hardware that was not designed or approved for use with the Hardware by the Contractor, a subcontractor, or the manufacturer of the Hardware; or
 - (d) Elections Canada uses consumable supplies or materials in or on the Hardware that are supplied by a person other than the Contractor or a subcontractor or a person for whom either of them is responsible, if those consumables or materials do not conform to the Specifications or to the Hardware manufacturer's instructions to consumers.
- 3.02.03 The Contractor must provide Hardware Maintenance Service for the Hardware throughout the Hardware Warranty Period. All charges and costs associated with providing the Hardware Maintenance Service during the Hardware Warranty Period are included in the price of the Hardware. The Contractor must continue to provide Hardware Maintenance Service for any part of the Hardware that is repaired, replaced or otherwise made good as part of the Hardware Maintenance Service for the remainder of the Hardware Warranty Period that applied to the original item of Hardware.

Article 4 Additional Conditions: Lease

Section 4.01 - Ownership of Leased Hardware

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

Section 4.02 - Lease Period

- 4.02.01 The period of the lease starts on the day the Hardware is accepted and ends when it expires in accordance with the Contract (Lease Period), unless the lease is terminated earlier in accordance with the Contract. If it is not specified elsewhere in the Contract, the Lease Period is 12 months.
- 4.02.02 Unless provided otherwise in the Contract, if the Contract allows for additional items to be leased during the contract period, regardless of when those items become part of the Leased Hardware, the Lease Period for all the Leased Hardware will end on the day that the Lease Period for the first item of Hardware leased under the Contract expires.
- 4.02.03 If the first day of the Lease Period is not on the first day of a calendar month, then the charge for the first and last months of the lease will be the portion of the specified monthly charge determined by multiplying the number of days in the month during which the lease is in effect by 1/30 of the monthly lease charge in effect under the Contract at the time.

Section 4.03 - Warranty for Leased Hardware

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

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

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

Section 4.04 - Termination of Lease for Convenience

4.04.01 Instead of the section of the General Conditions entitled "Termination for Convenience", this section applies to the Leased Hardware.

4.04.02 Despite anything contained in the Contract, Elections Canada may terminate the lease for all or any part of the Leased Hardware at any time during the Lease Period by giving notice to the Contractor 60 days in advance.

4.04.03 If the Contracting Authority issues a termination notice under Subsection 4.04.02, the only amounts that the Contractor will be entitled to be paid in connection with the termination are:

(a) the monthly lease charges for the Leased Hardware, or the part of the Leased Hardware for which the lease is terminated, up to the date of termination, prorated as necessary if the termination date does not coincide with the end of the month; and

(b) the lease termination charge, if one is specifically set out in the Contract.

4.04.04 Despite Subsection 4.04.03, the total amount that the Contractor will be entitled to be paid in connection with the termination under Subsection 4.04.03, together with any amounts already paid to the Contractor for the lease of the Hardware, must not exceed the total Contract Price for the lease of the Hardware, or, in the case of a partial termination, the portion of the Contract Price that applies to the portion of the lease that is terminated.

Section 4.05 - Risk of Loss or Damage to Leased Hardware

4.05.01 The Contractor agrees to bear the risk of loss of or damage to the Hardware while it is being transported or installed and during the entire time the Hardware is in Elections

Canada's possession, except losses or damages caused by the negligence of Elections Canada or someone acting on Elections Canada's behalf.

- 4.05.02 If the Hardware is lost or damaged during the Lease Period, unless the loss or damage is caused by Elections Canada or by someone acting on Elections Canada's behalf, Elections Canada is not required to make lease payments while the Contractor repairs or replaces the Hardware and, at Elections Canada's option, the Lease Period will be extended by the amount of time the Contractor takes to repair or replace the Hardware. This subsection does not prevent Elections Canada from terminating the Contract for default, if the Hardware is unavailable for Fully Functional Operation for more than 30 days.

Section 4.06 - Modifications to Leased Hardware

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

Section 4.07 - Relocation of Leased Hardware

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

Section 4.08 - De-installation and Removal of Leased Hardware

- 4.08.01 The Contractor must de-install and remove the Hardware promptly after the expiration or termination of the lease. If the Lease Period is different for different items of Hardware, this obligation applies to each item of Hardware when the lease ends. The Contractor must provide all necessary removal resources, including cranes, and must arrange for any necessary transportation, rigging and drayage in connection with the removal of the Hardware from Elections Canada's premises. All costs associated with the de-installation, removal and transportation to the Contractor's premises are included in the lease rates.
- 4.08.02 If the Contractor does not de-install and remove the Hardware within 30 days of the end or termination of the lease, at Elections Canada's option, ownership of the Leased Hardware will automatically transfer to Elections Canada or Elections Canada may arrange for the de-installation and removal of the Leased Hardware, at the Contractor's cost. Elections Canada may deduct this amount from any amount owing by Elections Canada to the Contractor from time to time, under the Contract or otherwise.

Section 4.09 - Quiet Enjoyment

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

Section 4.10 - Right to Withhold Lease Payments

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

Article 5 Additional Conditions: Maintenance

Section 5.01 - Hardware Maintenance Service

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

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

- 5.01.02 The Contractor agrees to maintain the Hardware according to this Part to ensure that it remains capable of Fully Functional Operation throughout the Hardware Maintenance Period (the "Hardware Maintenance Service"). As part of the Hardware Maintenance Service, the Contractor agrees to diagnose and resolve all problems that occur in the Hardware by repairing, replacing or otherwise making good the part or parts of the Hardware that are defective or do not meet the Specifications as soon as possible. The Contractor agrees that a problem is not resolved until the Hardware is restored to Fully Functional Operation.
- 5.01.03 The cost of providing all labour, parts and other materials or travel required to restore the Hardware to Fully Functional Operation or perform any other part of the Hardware Maintenance Service described in this section is included in the Hardware Maintenance Service. No additional charges for time, material or other costs related to maintaining the Hardware can be made during the Hardware Maintenance Period, other than the charges contemplated by subsections 5.02.03 (e) and (f).
- 5.01.04 The Contractor must accept and respond to Hardware Maintenance Service calls during the "Principal Period of Maintenance" (PPM). If the PPM is not defined elsewhere in the Contract, the PPM is 12 hours each day, from 7 a.m. to 7 p.m., Eastern Time, Monday to Friday, not including statutory holidays observed by Elections Canada.
- 5.01.05 As part of the Hardware Maintenance Service, the Contractor must provide Elections Canada with technical support through a single toll-free hotline with service available in English and French, based on the caller's language preference, in accordance with the following:
- (a) The Contractor's hotline must be staffed by qualified personnel who are able to respond to user questions and, to the extent possible, resolve user problems and provide advice about problems relating to all the Hardware and the Hardware Documentation, as well as installation, configuration, integration and interconnection issues relating to the Hardware. For all user problems that cannot be resolved over the telephone, the Contractor must issue a trouble ticket for Hardware Maintenance Service, either for Return-to-Depot Maintenance Service or On-Site Maintenance Service described in Section 26, as applicable.
 - (b) The Contractor's hotline must be available, at a minimum, throughout the PPM.
 - (c) The Contractor must provide its hotline telephone number to the Contracting Authority immediately after the Contract is awarded.
 - (d) The Contractor must pick up all hotline calls within five rings 95 percent of the time. The Contractor must answer all calls, with a live service agent, within two minutes 95 percent of the time.

- 5.01.06 As part of the Hardware Maintenance Service, the Contractor must also provide Elections Canada with technical support through a Web site support service, which must include, as a minimum, frequently asked questions and, if applicable, on-line software diagnostic routines, support tools, and services. The Contractor's Web site must provide support in English and in French. The Contractor's Web site must be available to Elections Canada's users 24 hours a day, 365 days a year, and must be available 99 percent of the time. The Contractor must provide its Web site address to the Contracting Authority immediately after the Contract is awarded.
- 5.01.07 Each time the Contractor provides Hardware Maintenance Service, except Hardware Maintenance Service under Subsections 5.01.05 and 5.01.06, the Contractor's service technician must prepare a Hardware Maintenance Service report. For any Hardware Maintenance Service provided on site, the Contractor must provide one copy of this report to the representative of Elections Canada at the site when the work is completed. For any Hardware Maintenance Service performed off site, the Contractor must include a copy of this report with the Hardware when it is returned to Elections Canada. The Contractor must keep copies of the reports for six years from the date the Contract expires or is terminated and provide a copy of any Hardware Maintenance Service reports to the Contracting Authority on request. Each Hardware Maintenance Service report must include the following:
- (a) the date and time the Contractor received the maintenance call;
 - (b) the service location that received or responded to the maintenance call;
 - (c) the serial number for the item of Hardware;
 - (d) the name of person who performed the maintenance;
 - (e) if the maintenance is performed on site, the time the service technician arrived at the site, and all the time spent working at the site, including the number of hours and date for each day worked at the site;
 - (f) a description of symptom;
 - (g) the diagnosis of problem;
 - (h) a list of all parts replaced or installed;
 - (i) the identification number of each major assembly removed or exchanged, if any; and
 - (j) if the maintenance was performed on site, both the name of the Contractor's service technician and the service location from which the representative works, as well as the name and signature of Elections Canada's representative at the site who accepts that the Hardware appears to have been restored to Fully Functional Operation.

- 5.01.08 The Contractor guarantees that the parts required to perform the Hardware Maintenance Service will be available throughout the Hardware Maintenance Period.
- 5.01.09 Elections Canada becomes the owner of any parts used to repair or maintain the Hardware (which themselves become part of the Hardware), except for Leased Hardware.
- 5.01.10 Elections Canada acknowledges that, in performing the Hardware Maintenance Service, the Contractor and its employees, agents, and subcontractors may develop and share with Elections Canada ideas, know-how, teaching techniques, and other intellectual property. Except as otherwise provided in the Contract, ownership of that intellectual property will belong to the Contractor. As long as the Contractor at all times observes the confidentiality provisions of the Contract, the Contractor will be entitled to use that intellectual property for whatever purposes it sees fit, including in the services it provides to its other customers, on the condition that Elections Canada also has the right, without cost, to use that intellectual property for its own purposes.

Section 5.02 - Classes of Hardware Maintenance Service

- 5.02.01 This section describes two classes of Hardware Maintenance Service "Return-to-Depot Maintenance Service" and "On-Site Maintenance Service". If the Contract specifies that more than one class of service applies, Elections Canada may specify the class of service required for each item of Hardware, either in the Articles of Agreement or, if the Contract contemplates multiple orders for the purchase or lease of Hardware, in the individual order at the time the Hardware is purchased or leased. If the Contract does not specify the required class of service, the Contractor must provide Return-to- Depot Maintenance Service only.
- 5.02.02 For Return-to-Depot Maintenance Service, during the PPM throughout the Hardware Maintenance Period, the Contractor must pick up and return the Hardware to and from the location in Elections Canada where the Hardware was in use at the time the problem occurred. The Contractor must pick up the Hardware requiring maintenance within 48 hours of Elections Canada requesting maintenance. Within six working days of Elections Canada requesting maintenance, the Contractor must restore the Hardware to Fully Functional Operation and return it to Elections Canada at the location where it was in use at the time the problem occurred, or must deliver a replacement that meets the requirements of the Contract.
- 5.02.03 For On-Site Maintenance Service, during the PPM throughout the Hardware Maintenance Period, the Contractor must perform on-site maintenance on any Hardware for which a problem is reported at the location in Elections Canada where the Hardware was in use at the time the problem occurred, in accordance with the following:
 - (a) The Contractor must arrive on site within the following timeframes:

- i. If the equipment is located within a radius of 100 km from any population center of at least 100,000 people, a service technician must respond by telephone within one hour of the telephone call for service and a service technician must arrive at the site within 24 hours of the initial call requesting service;
 - ii. If the equipment is located within a radius of 100 km from any population center of 30,000 to 99,999 people, a service technician must respond by telephone within one hour of the telephone call for service and a service technician must arrive at the site within 48 hours of the initial call requesting service; and
 - iii. For all other locations within Elections Canada, a service technician must respond by telephone within one hour of the telephone call for service and a service technician must arrive at the site within 72 hours of the initial call requesting service.
- (b) After starting the maintenance, the Contractor must work continuously throughout the PPM until it returns the Hardware to Fully Functional Operation or until Elections Canada suspends the work.
- (c) The period from the time that Elections Canada notifies the Contractor to suspend the Work until Elections Canada notifies the Contractor to resume work will not be considered Downtime in the availability level calculation, if applicable. If the Hardware requires maintenance at a time when the required response time would result in the Contractor's service technician arriving at the site outside of the PPM, and Elections Canada does not request service outside of the PPM at the applicable rate, if available under the Contract, then the period until the next PPM will not be considered Downtime in any availability level calculation.
- (d) Within four working days of Elections Canada requesting maintenance, the Contractor must restore the Hardware to Fully Functional Operation or must deliver a replacement that meets the requirements of the Contract.
- (e) If the Contract includes a separate hourly rate for On-Site Maintenance Service performed outside the PPM, and the user placing the call for Hardware Maintenance Service specifically requests that the service be performed outside the PPM at an additional charge, the Contractor must arrive at the site within the timeframes specified in subsection 5.02.03(a) as though the service were being performed within the PPM. In this case, the Contractor is entitled to include a charge on the next invoice, at the On-Site Maintenance Service hourly rate for work outside the PPM specified in the Contract, for the hours worked outside the PPM. The Contractor is entitled to charge for the actual time worked outside of the PPM or two hours, whichever is more, but is not entitled to charge for travel time. Where the Contractor performs the Hardware Maintenance Service outside the PPM, the time outside the PPM until the Hardware is restored to Fully Functional Operation will be considered

Downtime.

- (f) The Contractor may also submit a charge on its next invoice, at the On-Site Maintenance Service hourly rate for work outside the PPM specified in the Contract, for hours worked outside the PPM where the Contractor arrives at the site during the PPM and begins the Work, but is unable to complete the Work during the PPM, if Elections Canada's on-site representative specifically requests that the service technician remain after the PPM ends to complete the Work at an additional charge. To submit this charge, the Contractor must obtain the signature of Elections Canada's on-site representative agreeing to the additional charge. Because the Contractor's service technician is already at the site, the Contractor must only charge for the actual time worked outside the PPM, and no minimum charge applies. Where the Contractor performs the Hardware Maintenance Service outside the PPM, the time outside the PPM until the Hardware is restored to Fully Functional Operation will be considered Downtime.
- (g) If no On-Site Maintenance Service hourly rate for work outside the PPM is specified in the Contract, the Contractor is not required to perform the Hardware Maintenance Service outside the PPM and must not submit a charge if it chooses to complete the Work outside the PPM.

Annex D

Microsoft End User License Terms

END USER LICENSE TERMS**TERMS AND CONDITIONS REGARDING USE OF MICROSOFT SOFTWARE**

This document governs the use of Microsoft software, which may include associated software, media, printed materials, and "online" or electronic documentation (individually and collectively, "Products") provided by Insert Company Name (hereinafter referred to as "Customer"). Customer does not own the Products and the use thereof is subject to certain rights and limitations of which Customer must inform you. Your right to use the Products is subject to the terms of your agreement with Customer, and to your understanding of, compliance with, and consent to the following terms and conditions, which Customer does not have authority to vary, alter, or amend.

1. DEFINITIONS.

"Client Software" means software that is installed on a Device that allows the Device to access or utilize the Products.

"Device" means each of a computer, workstation, terminal, handheld PC, pager, telephone, personal digital assistant, "smart phone," server or other electronic device.

"End User" means an individual or legal entity that obtains Software Services directly from Customer, or indirectly through a Software Services Reseller.

"Redistribution Software" means the software described in Paragraph 4 ("Use of Redistribution Software") below.

"Software Services" means services that Customer provides to you that make available, display, run, access, or otherwise interact, directly or indirectly, with the Products. Customer must provide these services from data center(s) through the Internet, a telephone network or a private network, on a rental, subscription or services basis, whether or not Customer receives a fee. Software Services exclude any services involving installation of a Product directly on any End User device to permit an End User to interact with the Product.

- 2. OWNERSHIP OF PRODUCTS.** The Products are licensed to Customer from an affiliate of the Microsoft Corporation (collectively "Microsoft"). Microsoft Products are protected by copyright and other intellectual property rights. Products and other Product elements including but not limited to any images, photographs, animations, video, audio, music, text and "applets" incorporated into the Products are owned by Microsoft or its suppliers. You may not remove, modify or obscure any copyright trademark or other proprietary rights notices that are contained in or on the Products. The Products are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Your possession, access, or use of the Products does not transfer any ownership of the Products or any intellectual property rights to you.
- 3. USE OF CLIENT SOFTWARE.** You may use the Client Software installed on your Devices only in accordance with your agreement with Customer and the terms under this document, and only in connection with the Software Services, provided to you by Customer. The terms of this document permanently and irrevocably supersede the terms of any Microsoft End User License Agreement that may be presented in electronic form during the installation and/or use of the Client Software.
- 4. USE OF REDISTRIBUTION SOFTWARE.** In connection with the Software Services provided to you by Customer, you may have access to certain "sample," "redistributable" and/or software development ("SDK") software code and tools (individually and collectively "Redistribution Software"). **YOU MAY NOT USE, MODIFY, COPY, INSTALL AND/OR DISTRIBUTE ANY CLIENT SOFTWARE AND/OR REDISTRIBUTION SOFTWARE.** Microsoft does not permit you to use any Redistribution Software unless you expressly agree to and comply with

such additional terms, as provided to you by Customer.

- 5. COPIES.** You may not make any copies of the Products; provided, however, that you may (a) make one copy of Client Software on your Device as expressly authorized by Customer; and (b) you may make copies of certain Redistribution Software in accordance with Paragraph 4 (Use of Redistribution Software). You must erase or destroy all such Client Software and/or Redistribution Software upon termination or cancellation of your agreement with Customer, upon notice from Customer or upon transfer of your Device to another person or entity, whichever occurs first. You may not copy any printed materials accompanying the Products.
- 6. LIMITATIONS ON REVERSE ENGINEERING, DECOMPILED AND DISASSEMBLY.** You may not reverse engineer, decompile, or disassemble the Products, except and only to the extent that applicable law, notwithstanding this limitation, expressly permits such activity.
- 7. NO RENTAL.** You may not rent, lease, lend, pledge, or directly or indirectly transfer or distribute the Products to any third party, and may not permit any third party to have access to and/or use the functionality of the Products except for the sole purpose of accessing the functionality of the Products in the form of Software Services in accordance with the terms of this agreement and any agreement between you and Customer.
- 8. TERMINATION.** Without prejudice to any other rights, Customer may terminate your rights to use the Products if you fail to comply with these terms and conditions. In the event of termination or cancellation of your agreement with Customer or Customer's agreement with Microsoft under which the Products are licensed, you must stop using and/or accessing the Products, and destroy all copies of the Products and all of their component parts within thirty (30) days of the termination of your agreement with Customer.
- 9. NO WARRANTIES, LIABILITIES OR REMEDIES BY MICROSOFT.** Microsoft disclaims, to the extent permitted by applicable law, all warranties and liability for damages by Microsoft or its suppliers for any damages and remedies whether direct, indirect or consequential, arising from the Software Services. Any warranties and liabilities are provided solely by Customer and not by Microsoft, its affiliates or subsidiaries.
- 10. PRODUCT SUPPORT.** Any support for the Software Services is provided to you by Customer or a third party on Customer's behalf and is not provided by Microsoft, its suppliers, affiliates or subsidiaries.
- 11. NOT FAULT TOLERANT.** The Products are not fault-tolerant and are not guaranteed to be error free or to operate uninterrupted. You must not use the Products in any application or situation where the Product(s) failure could lead to death or serious bodily injury of any person, or to severe physical or environmental damage ("High Risk Use").
- 12. EXPORT RESTRICTIONS.** The Products are subject to U.S. export jurisdiction. Customer must comply with all

applicable laws including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, as well as end-user, end-use and destination restrictions issued by U.S. and other governments. For additional information, see <http://www.microsoft.com/exporting/>.

13. LIABILITY FOR BREACH. In addition to any liability you may have to Customer, you agree that you will also be legally responsible directly to Microsoft for any breach of these terms and conditions.

14. INFORMATION DISCLOSURE. You must permit Customer to disclose any information requested by Microsoft under the Customer's Agreement. Microsoft will be an intended third party beneficiary of your agreement with Customer, with the right to enforce provisions of your agreement with Customer and to verify your compliance.



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

Article 1 Interpretation

Section 1.01 - Definition

1.01.01 In the Contract, unless the context otherwise requires,

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

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

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

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

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

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

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

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

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

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

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

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

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

Article 2 Software Error Correction Services

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

- 2.01.02 Unless provided otherwise in the Contract, the Contractor must respond to a report of a Software Error in accordance with the severity of the Software Error, as detailed in subsection 2.01.03. The severity will be reasonably determined by Elections Canada, and communicated to the Contractor, based on the following definitions:

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

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

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

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

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

Article 3 Maintenance Releases

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

Article 4 Media

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

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

Article 5 Support Services

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

Article 6 Support Charges and On-site Services

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

Article 7 Elections Canada's Responsibilities

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

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

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

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

Article 8 Excluded Services

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

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

Annex G
Supplemental Conditions
Personal Information

Article 1 Interpretation

1.01.01 In the Contract, unless the context otherwise requires,

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

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

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

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

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

Article 2 Ownership of Personal Information and Records

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

Article 3 Use of Personal Information

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

Article 4 Collection of Personal Information

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

whom it relates and the Contractor must inform that individual (at or before the time when it collects the Personal Information) of the following:

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

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

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

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

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

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

- (a) not use any personal identifiers (e.g., social insurance number) to link multiple databases containing Personal Information;

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

Article 6 Safeguarding Personal Information

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

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

Article 7 Appointment of Privacy Officer

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

Article 8 Quarterly Reporting Obligations

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

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

- (d) a complete copy (in an electronic format agreed to by the Contracting Authority and the Contractor) of all the Personal Information stored electronically by the Contractor.

Article 9 Threat and Risk Assessment

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

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

Article 10 Audit

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

Article 11 Statutory Obligations

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

Article 12 Disposing of Records and Returning Records to Elections Canada

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

Article 13 Legal Requirement to Disclose Personal Information

Before disclosing any of the Personal Information pursuant to any applicable legislation, regulation, or an order of any court, tribunal or administrative body with jurisdiction, the Contractor must immediately notify the Contracting Authority, in order to provide the Contracting Authority with an opportunity to participate in any relevant proceedings.

Article 14 Complaints

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

Article 15 Exception

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

Annex H
General Conditions
Mixed Goods and Services

Article 1 Interpretation

Section 1.01 Definitions

1.01.01 In the Contract, unless the context otherwise requires:

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

authorized to act on his behalf;

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

Section 1.02 Powers of Elections Canada

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

Section 1.03 Status of the Contractor

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

Section 1.04 Severability

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

Section 1.05 Entire Agreement

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

Article 2 Conduct of the Work

Section 2.01 Representation and Warranties

2.01.01 The Contractor represents and warrants that:

- (a) it is competent to perform the Work;
- (b) it has everything necessary to perform the Work, including the resources, facilities, labour, technology, equipment, and materials; and
- (c) it has the necessary qualifications, including knowledge, skill, know-how and experience, and the ability to use them effectively to perform the Work.

2.01.02 The Contractor must:

- (a) perform the Work diligently and efficiently;
- (b) except for EC Property, supply everything necessary to perform the Work;
- (c) use, as a minimum, quality assurance procedures, inspections and controls generally used and recognized by the industry to ensure the degree of quality required by the Contract; and
- (d) ensure that the Work is of proper quality, using appropriate material and workmanship and meets all the requirements of the Contract.

2.01.03 Unless the Contracting Authority orders the Contractor to suspend the Work or part of the Work pursuant to Article 19 (Suspension of Work), 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

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

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

Section 4.02 Subcontractor to be bound by Contract

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

Article 5 Harassment in the Workplace

Section 5.01 No tolerance

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

Article 6 Payment

Section 6.01 Invoice Submission

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

Articles of Agreement, exclusive of applicable sales tax (such as item, quantity, unit of issue, unit price, fixed time labour rates and level of effort, subcontracts, as applicable);

(c) deduction for holdback, if applicable;

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

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

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

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

Section 6.02 Payment Period

6.02.01 Provided that Elections Canada has received a duly signed original copy of the Contract, Elections Canada's standard payment period is 30 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 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 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

6.03.01 Where a delay referred to in Article 18 – Excusable Delay has occurred, Elections Canada may, at Elections Canada's discretion, withhold all or a portion of any payment due to the Contractor until a "work-around" plan approved by Elections Canada has been implemented in accordance with Section 18.01. 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 Section 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 Section 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 Section 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 the Invoice Submission Section above. The Contractor agrees to remit to the appropriate government agency any amounts 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 Costs and Carriers' Liability

Section 9.01 Transportation Costs and Carriers' Liability

9.01.01 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.

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

Article 10 Shipment Documentation

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

Article 11 Ownership

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

Article 12 Elections Canada Property

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

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

Article 13 Warranty

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

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

Article 14 Liability

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

Article 15 Confidentiality

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

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

Section 15.02 An Oath of Secrecy

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

Article 16 Copyright

Section 16.01 Copyright

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

Section 16.02 Use and Translation of Documentation

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

Article 17 Intellectual Property Infringement and Royalties

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

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

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

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

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

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

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

- (a) take whatever steps are necessary to allow Elections Canada to continue to use the

allegedly infringing part of the Work; or

- (b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or
- (c) take back the Work and refund any part of the Contract Price that Elections Canada has already paid.

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

Article 18 Excusable Delay

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

- (a) is beyond the reasonable control of the Contractor,
- (b) could not reasonably have been foreseen,
- (c) could not reasonably have been prevented by means reasonably available to the Contractor, and
- (d) occurred without the fault or neglect of the Contractor, will be considered an “Excusable Delay” if the Contractor
 - i. 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,
 - ii. provides for approval to the Contracting Authority within 15 working days of Subparagraph i. a clear work around plan explaining in detail the steps that the Contractor proposes to take in order to minimize the impact of the event causing the delay.

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

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

- 18.01.04 Unless Elections Canada has caused the delay by failing to meet an obligation under the Contract, Elections Canada will not be responsible for any costs incurred by the Contractor or any of its subcontractors or agents as a result of an Excusable Delay.
- 18.01.05 If the Contract is terminated under this Section, 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.
 - (c) The total amount paid by Elections Canada under the Contract to the date of termination and any amounts payable under this Subsection must not exceed the Contract Price.

Article 19 Suspension of the Work

- 19.01.01 The Contracting Authority may at any time, by written notice, order the Contractor to suspend or stop the Work or part of the Work under the Contract for a period of up to 180 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 days, the Contracting Authority must either cancel the order or terminate the Contract, in whole or in part, under Article 20 (Default by the Contractor) or Article 21 (Termination for Convenience).
- 19.01.02 The Contracting Authority may, whether in the notice of the order or during the 180 days referred to in Subsection 19.01.01, request that the Contractor provide information regarding the status of the Work or outstanding invoices. The Contractor shall respond within the timeline provided in the request.
- 19.01.03 When an order is made under Subsection 19.01.01, unless the Contracting Authority terminates the Contract by reason of default by the Contractor or the Contractor abandons the Contract, the Contractor will be entitled to be paid its additional costs incurred as a result of the suspension plus a fair and reasonable profit.
- 19.01.04 When an order made under Subsection 19.01.01 is cancelled, the Contractor must resume work in accordance with the Contract as soon as practicable. If the suspension has affected the Contractor's ability to meet any delivery date under the Contract, the date for

performing the part of the Work affected by the suspension will be extended for a period equal to the period of suspension plus a period, if any, that in the opinion of the Contracting Authority, following consultation with the Contractor, is necessary for the Contractor to resume the Work. Any equitable adjustments will be made as necessary to any affected conditions of the Contract.

Article 20 Default by the Contractor

- 20.01.01 If the Contractor is in default in carrying out any of its obligations under the Contract, the Contracting Authority may, by giving written notice to the Contractor, terminate for default the Contract or part of the Contract. The termination will take effect immediately or at the expiration of a cure period specified in the notice, if the Contractor has not cured the default to the satisfaction of the Contracting Authority within that cure period.
- 20.01.02 If the Contractor becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or takes the benefit of any statute relating to bankrupt or insolvent debtors, or if a receiver is appointed under a debt instrument or a receiving order is made against the Contractor, or an order is made or a resolution passed for the winding down of the Contractor, the Contracting Authority may, to the extent permitted by the laws of Canada, by giving written notice to the Contractor, immediately terminate for default the Contract or part of the Contract.
- 20.01.03 If Elections Canada gives notice under Subsection 20.01.01 or 20.01.02, the Contractor will have no claim for further payment except as provided in this Section. The Contractor will be liable to Elections Canada for all losses and damages suffered by Elections Canada because of the default or occurrence upon which the notice was based, including any increase in the cost incurred by Elections Canada in procuring the Work from another source. The Contractor agrees to repay immediately to Elections Canada the portion of any advance payment that is unliquidated at the date of the termination.
- 20.01.04 Upon termination of the Contract under this Section, 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.
- 20.01.05 The total amount paid by Elections Canada under the Contract to the date of the

termination and any amount payable under this Subsection must not exceed the Contract Price.

- 20.01.06 Title to everything for which payment is made to the Contractor will, once payment is made, pass to Elections Canada unless it already belongs to Elections Canada under any other provision of the Contract.
- 20.01.07 If the Contract is terminated for default under Subsection 20.01.01, but it is later determined that grounds did not exist for a termination for default, the notice will be considered a notice of termination for convenience issued under Subsection 21.01.01

Article 21 Termination for Convenience

- 21.01.01 At any time before the completion of the Work, the Contracting Authority may, by giving notice in writing to the Contractor, terminate for convenience the Contract or part of the Contract. Once such a notice of termination for convenience is given, the Contractor must comply with the requirements of the termination notice. If the Contract is terminated in part only, the Contractor must proceed to complete any part of the Work that is not affected by the termination notice. The termination will take effect immediately or, as the case may be, at the time specified in the termination notice.
- 21.01.02 If a termination notice is given pursuant to Subsection 21.01.01, the Contractor will be entitled to be paid, for costs that have been reasonably and properly incurred to perform the Contract to the extent that the Contractor has not already been paid or reimbursed by Elections Canada. The Contractor will be paid:
- (a) on the basis of the Contract Price, for all completed Work that is inspected and accepted in accordance with the Contract, whether completed before, or after the termination in accordance with the instructions contained in the termination notice;
 - (b) the Cost to the Contractor plus a fair and reasonable profit for all work terminated by the termination notice before completion; and
 - (c) all costs incidental to the termination of the Work incurred by the Contractor but not including the cost of severance payments or damages to employees whose services are no longer required, except wages that the Contractor is obligated by statute to pay.

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

- 21.01.03 The total of the amounts, to which the Contractor is entitled to be paid under this Section, 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 Section except to the extent that this Section expressly provides. The Contractor agrees to

repay immediately to Elections Canada the portion of any advance payment that is unliquidated at the date of the termination.

Article 22 Assignment

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

Article 23 Right of Set-Off

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

Article 24 Amendments and Waivers

Section 24.01 Amendment

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

Section 24.02 Waiver

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

Article 25 Codes

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

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

Section 25.02 Code of Conduct for Procurement

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

Article 26 No Bribe or Conflict

Section 26.01 No Bribe

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

Section 26.02 No Conflict of Interest

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

Article 27 Contingency Fees

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

27.01.02 In this Section

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

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

Article 28 International Sanctions

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

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

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

Article 29 Notice

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

Article 30 Survival

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

Article 31 Governing Law

Section 31.01 Compliance with Applicable Laws

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

Article 32 Successor and Assigns

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

[General Instructions: Technical Authority must complete Section 1 and have it signed by the Contracting Authority. The Technical Authority must then send it to the Contractor for it to complete Section 2. The Contracting Authority must complete Section 3. Tasks must only commence once Section 3 is completed and signed by the Contracting Authority.]

- TECHNICAL AUTHORITY: **[To be completed by the TA]**
- CONTRACTING AUTHORITY: **[To be completed by the TA]**
- CONTRACTOR: **[To be completed by the TA]**
- CONTRACT TITLE AND NUMBER: **[To be completed by the TA]** (the “Contract”)
- DATE: **[To be completed by the TA]**
- TASK REQUEST TITLE: **[To be completed by the TA]**
- TASK REQUEST NUMBER: _____ **[To be completed by the Contractor]**

1. TO BE COMPLETED BY THE TECHNICAL AUTHORITY AND SIGNED BY THE CONTRACTING AUTHORITY (the “Task Request”)

1.1 In accordance with the Contract, the Contractor is requested to perform the tasks described in Clause 1.2 of this Task Authorization which are within the scope of the Contract. The Contractor must provide a Task Request Proposal within _____ Business Days of receipt of this Task Request.

1.2 The tasks are: AS FOLLOWS OR SEE ATTACHED

[Insert details of task being requested or attach description of the task. The tasks description must be considered as a statement of work. Create obligations by using active voice.]

1.3 The Contractor’s personnel will require a valid “Reliability Status”: YES NO

1.4 The Contractor must complete the tasks no later than _____ **[insert date]** or _____ Business Days from receipt of the Task Authorization Form.

Signature of Technical Authority

Date

Signature of Contracting Authority

Date

2. TO BE COMPLETED BY THE CONTRACTOR (the “Task Request Proposal”)

2.1 The Task Request Proposal must comply with the requirements set out in the Contract and must include the following:

[Technical Authority or Contracting Authority: prior to sending to Contractor, please ensure Step 2 of the Authorization Process set out in the Contract is reflected exactly.]

2.1.1 Insert a detailed description of the Tasks to be performed.

2.1.2 Insert the price proposal, which shall be computed in accordance with the basis of payment provisions of this Contract and Annex B – Pricing Table, and acceptable price support and price breakdown including a breakdown by category of resource type.

2.1.3 Insert an estimate or actual number of person-hours of effort required, per category, as applicable.

2.1.4 Insert start and completion date(s) of the Task.

2.1.5 Insert a request number (serialized coding for new activity traceability), including original documents and amendments.

2.1.6 Insert the Contract number.

2.1.7 Insert an estimate or actual cost for the Task.

2.1.8 Insert whether the Task will be performed by the Contractor or a subcontractor.

2.1.9 Insert contact information, including names, locations and telephone numbers.

2.1.10 Insert a timeframe within which the Task Request must be approved to meet the proposed deliverable dates.

2.1.11 Insert any other supporting details.

2.2 In accordance with Clause 2.1.2, the Contractor makes the following price proposal:

- firm price (one lump sum payment) of \$ _____ (including all applicable taxes)
- firm price of \$ _____ (including all applicable taxes)
(payable by monthly progress payments)
- limitation of expenditure of \$ _____ (including all applicable taxes)

Signature of Contractor by its Authorized Signatory

Date

3. TO BE COMPLETED BY THE CONTRACTING AUTHORITY

3.1 Elections Canada hereby accepts the Contractor’s Task Request Proposal.

Signature of Contracting Authority

Date

Annex J – Letter of Credit Requirements

The letter of credit shall:

- (a) state the face amount which may be drawn against in accordance with Article 11 of the Articles of Agreement;
- (b) state its expiry date which shall coincide with the end of the Term of the Contract (including any extension if exercised);
- (c) provide for sight payment to the Receiver General for Canada by way of the financial institution's draft against presentation of a written demand for payment signed by the authorized representative identified by Elections Canada in the letter of credit;
- (d) provide that more than one written demand for payment may be presented subject to the sum of those demands not exceeding the face amount of the letter of credit;
- (e) provide that it is subject to the International Chamber of Commerce (ICC) Uniform Customs and Practice for Documentary Credits, 2007 Revision, ICC Publication No. 600;
- (f) clearly specify that it is irrevocable or deemed to be irrevocable pursuant to article 6c) of the ICC Uniform Customs and Practice for Documentary Credits, 2007 Revision, ICC Publication No. 600; and
- (g) be issued or confirmed, in either official language, by a financial institution which is a member of the Canadian Payments Association and on its letterhead. Subject to other requirements set-out herein, the format is left to the discretion of the financial institution.



Government
of Canada

Gouvernement
du Canada

Contract Number / Numéro du contrat

05005-10-

Security Classification / Classification de sécurité

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

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE

1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine	Elections Canada	2. Branch or Directorate / Direction générale ou Direction	CIOS
---	------------------	--	------

3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant
	TBD

4. Brief Description of Work / Brève description du travail
Elections Canada is moving forward with a products and services acquisition strategy for Event Field Office Services (EFOS). It will provide Elections Canada with the equipment and services required to rapidly deploy and support technology in approximately 685 field offices across Canada during electoral events.

The resulting contract will provide Elections Canada with the following:

- Packaging and deployment of predefined field office equipment configurations, including:
 - computing equipment, accessories and software licensing;
 - printing equipment, accessories and consumable goods;
 - secure networking equipment, accessories and licensing;
 - shipping and tracking of equipment; and
 - installation and support services.
- Internet hosted Technology Administration services for configuring, monitoring and remotely accessing all field office equipment, as well as reporting for management control and audit purposes accordingly.
- Technology oriented professional services, as required for engineering or support initiatives.
- Centralized Support Desk and onsite support services.
- Project Management services pertaining to Event deployment and support.

5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?	<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
--	---	-------------------------------------

5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?	<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
--	---	-------------------------------------

6. Indicate the type of access required / Indiquer le type d'accès requis

6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)	<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
--	---	-------------------------------------

6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.	<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
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6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?	<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
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7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>

7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à : Specify country(ies): / Préciser le(s) pays : <input type="checkbox"/>	Restricted to: / Limité à : Specify country(ies): / Préciser le(s) pays : <input type="checkbox"/>	Restricted to: / Limité à : Specify country(ies): / Préciser le(s) pays : <input type="checkbox"/>

7. c) Level of information / Niveau d'information		
PROTECTED A PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>
PROTECTED B PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>

CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/>	NATO SECRET NATO SECRET	<input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/>
SECRET SECRET	<input type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET	<input type="checkbox"/>	SECRET SECRET	<input type="checkbox"/>
TOP SECRET TRÈS SECRET	<input type="checkbox"/>			TOP SECRET TRÈS SECRET	<input type="checkbox"/>
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT)	<input type="checkbox"/>			TOP SECRET (SIGINT) TRÈS SECRET (SIGINT)	<input type="checkbox"/>

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité

Canada

 Government of Canada / Gouvernement du Canada

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PART A (continued) / PARTIE A (suite)

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

If Yes, indicate the level of sensitivity:

Dans l'affirmative, indiquer le niveau de sensibilité :

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

Short Title(s) of material / Titre(s) abrégé(s) du matériel :

Document Number / Numéro du document :

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

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

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

Special comments:

Commentaires spéciaux :

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.

REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? No / Non Yes / Oui

If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté? No / Non Yes / Oui

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

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

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

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

PRODUCTION

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

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

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED No Yes

information or data?

Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?

Non Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?

Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?

No Yes
Non Oui

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

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.

Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL	SECRET	TOP SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COSMIC TOP SECRET COSMIC TRÈS SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET
				CONFIDENTIEL		TRÈS SECRET	NATO DIFFUSION RESTREINTE	NATO CONFIDENTIEL			A	B	C	CONFIDENTIEL		TRÈS SECRET
Information / Assets Renseignements / Biens	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Production	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Media / Support TI	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Link / Lien électronique	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

No / Non Yes / Oui

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

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

No / Non Yes / Oui

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



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

PART D - AUTHORIZATION / PARTIE D - AUTORISATION

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

Name (print) - Nom (en lettres moulées) Denis Bazinet	Title - Titre Manager, Architecture & Engineering	Signature
--	--	---------------

Telephone No. - N° de téléphone (819) 939-1400	Facsimile No. - N° de télécopieur (819) 939-1208	E-mail address - Adresse courriel denis.bazinet@elections.ca	Date November 21, 2013
---	---	---	---------------------------

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

Name (print) - Nom (en lettres moulées) DANIEL FOURNIER	Title - Titre Assistant Director Security & Admin	Signature
--	---	---------------

Telephone No. - N° de téléphone 819-939-1508	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel Daniel.Fournier@elections.ca	Date 2013-12-23
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15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached?
Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?

No / Non Yes / Oui

16. Procurement Officer / Agent d'approvisionnement

Name (print) - Nom (en lettres moulées)	Title - Titre	Signature
---	---------------	-----------

Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
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17. Contracting Security Authority / Autorité contractante en matière de sécurité

Name (print) - Nom (en lettres moulées)	Title - Titre	Signature
---	---------------	-----------

Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
---------------------------------	-----------------------------------	-----------------------------------	------

Annex L – Government Security Policies

- a) Policy on Government Security (“PGS”), 01 April 2012,
<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?section=text&id=16578>
- b) TBS Operational Security Standard: Management of Information Technology Security (MITS)
<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=12328§ion=text>
- c) TBS Operational Security Standard: Business Continuity Planning (BCP) Program
<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=12324>
- d) TBS Operational Security Standard on Physical Security,
<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=12329§ion=text>
- e) TBS Guidelines for Privacy Breaches,
<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=26154§ion=text>
- f) CSEC Baseline Security Requirements for Network Security Zones in the Government of Canada (ITSG-22), June 2007,
<http://www.cse-cst.gc.ca/its-sti/publications/itsg-csti/itsg22-eng.html>
- g) CSEC IT Security Risk Management: A Lifecycle Approach (ITSG-33), November 2012,
<http://www.cse-cst.gc.ca/its-sti/training-formation/courses-cours/104-eng.html>
- h) CSEC Network Security Zoning - Design Considerations for Placement of Services within Zones (ITSG-38), May 2009,
<http://www.cse-cst.gc.ca/its-sti/publications/itsg-csti/itsg38-eng.html>
- i) CSEC User Authentication Guidance for IT Infrastructures (ITSG-31), March 2009,
<http://www.cse-cst.gc.ca/its-sti/publications/itsg-csti/itsg31-eng.html>
- j) CSEC Approved Cryptographic Algorithms for the Protection of Protected Information and for Electronic Authentication and Authorization Applications within the Government of Canada (ITSA-11D), July 2008
<http://www.cse-cst.gc.ca/its-sti/publications/itsa-asti/itsa11e-eng.html>
- k) CSEC Approved Clearing and Declassifying Electronic Data Storage Device within the Government of Canada (ITSA-06), July 2006
<http://www.cse-cst.gc.ca/its-sti/publications/itsg-csti/itsg06-eng.html>
- l) CSEC Approved Security Requirements for Wireless Local Area Networks within the Government of Canada (ITSG-41), March 2013
<http://www.cse-cst.gc.ca/its-sti/publications/itsg-csti/itsg41-overview-apercu-eng.html>

ANNEX M

List of Comprehensive Land Claim Agreement (CLCA) Claimant Groups

James Bay and Northern Quebec Agreement (JBNQA)

Inuit Portion of JBNQA

Makivik Corporation
1111 Dr. Frederik-Philips Blvd., 3rd Floor
St-Laurent, QC H4M 2X6
Telephone: 514-745-8880
Facsimile: 514-745-3700

Makivik Corporation
P.O. Box 179
Kuujuaq, QC J0M 1C0
Telephone: 819-964-2935
Facsimile: 819-964-2788

Cree Portion of JBNQA

Crees of Oujé-Bougoumou
203 Opemiska Meskino, Box 1165
Oujé-Bougoumou, QC G0W 3C0
Attention: Economic Development Officer
Telephone: 418-745-2519
Facsimile: 418-745-3544

Grand Council of the Crees (of Québec)
81 Metcalfe Street, suite 900
Ottawa, ON K1P 6K7
Telephone: 613-761-1655
Facsimile: 613-761-1388

Naskapi Portion of JBNQA

Naskapi Development Corporation
120-1000 St-Jean-Baptiste Avenue
P.O. Box 5023
Kawawachikamach, QC G2E 5G5
Telephone: 418-871-5100
Facsimile: 418-871-5254

Naskapi Nation of Kawawachikamach
P.O. Box 5111
Kawawachikamach, QC G0G 2Z0
Telephone: 418-585-2686
Facsimile: 418-585-3130

Inuvialuit Final Agreement

Inuvialuit Development Corporation
P.O. Bag # 7
Inuvik, NT X0E 0T0
Telephone: 867-777-2419
Facsimile: 867-777-3256

Inuvialuit Regional Corporation
P.O. Box 2120
Inuvik, NT X0E 0T0
Telephone: 867-777-2737
Facsimile: 867-777-2135

Gwich'in Comprehensive Land Claim Agreement

Gwich'in Tribal Council
P.O. Box 1509
Inuvik, NT X0E 0T0
Telephone: 867-777-7900
Facsimile: 867-777-7919

Nunavut Land Claims Agreement

Nunavut Tunngavik Incorporated
Policy and Planning Division
P.O. Box 638
Iqaluit, NU X0A 0H0

Telephone: 1-888-646-0006

Facsimile: 867-975-4949

Qikiqtani Inuit Association

P.O. Box 1340

Iqaluit, NU X0A 0H0

Telephone: 867-975-8400 or 1-800-667-2742

Facsimile: 867-979-3238

Qikiqtaaluk Corporation

P.O. Box 1228

Iqaluit, NU X0A 0H0

Telephone: 867-979-8400

Facsimile: 867-979-8433

Kakivak Association

P.O. Box 1419

Iqaluit, NU X0A 0H0

Telephone: 867-979-0911 or 1-800-561-0911

Facsimile: 867-979-3707

Kivalliq Inuit Association

P.O. Box 340

Rankin Inlet, NU X0C 0G0

Telephone: 867-645-5725 or 1-800-220-6581

Email: reception@kivalliqinuit.ca *(Note: Notifications to be sent by e-mail only)*

Sakku Investments Corporation

P.O. Box 188

Rankin Inlet, NU X0C 0G0

Telephone: 867-645-2805

Facsimile: 867-645-2063

Nunasi Corporation

P.O. Box 1559

Iqaluit, NU X0A 0H0

Telephone: 867-979-2175 or 867-979-2160

Facsimile: (867) 979-3099 *(Note: Notification by email is preferred)*

email: archie@nunasi.com, malaya@nunasi.com

Kitikmeot Inuit Association

Lands Division

P.O. Box 360

Kugluktuk, NU X0B 0E0

Telephone: 867-982-3310

Facsimile: 867-982-3311

Umbrella Final Agreement of the Council for Yukon Indians

Council of Yukon First Nations
2166 – 2nd Avenue
Whitehorse, YT Y1A 4P1
Telephone: 867-393-9200
Facsimile: 867-668-6577
email: reception@cyfn.net

Champagne and Aishihik First Nations Final Agreement

Champagne and Aishihik First Nations
Box 5310
Haines Junction, YT Y0B 1L0
Telephone: 867-634-4200
Facsimile: 867-634-2108
email: vinnes@cafn.ca

Little Salmon/Carmacks First Nation Final Agreement

Little Salmon/Carmacks First Nation
P.O. Box 135
Carmacks, YT Y0B 1C0
Telephone: 867-863-5576
Facsimile: 867-863-5710
email: info@lscfn.ca

First Nation of Nacho Nyak Dun Final Agreement

Nacho Nyak Dun First Nation
P.O. Box 220
Mayo, YT Y0B 1M0
Telephone: 867-996-2265
Facsimile: 867-996-2267
email: main@nndfn.com

Selkirk First Nation Final Agreement

Selkirk First Nation
P.O. Box 40
Pelly Crossing, YT Y0B 1P0
Attn: Betty Baptiste, Personnel Officer

Telephone: 867-537-3331
Facsimile: 867-537-3902
email: GillB@selkirkfn.com

Teslin Tlingit Council Final Agreement

Teslin Tlingit Council
Box 133
Teslin, YT Y0A 1B0
Telephone: 867-390-2532
Facsimile: 867-390-2204
email: admin@ttc-teslin.com

Vuntut Gwitchin First Nation Final Agreement

Vuntut Gwitchin First Nation
P.O. Box 94
Old Crow, YT Y0B 1N0
Telephone: 867-966-3261
Facsimile: 867-966-3800
email: reception@vgfn.net

Tr'ondëk Hwëch'in Final Agreement

Tr'ondëk Hwëch'in First Nation
P.O. Box 599
Dawson City, YT Y0B 1G0
Telephone: 867-993-7100
Facsimile: 867-993-6553
email: reception@trondek.ca

Ta'an Kwach'an Council Final Agreement

Mundessa Development Corporation
117 Industrial Road
Whitehorse, YT Y1A 2T8
Telephone: 867-668-3613
Facsimile: 867-667-4295
email: admin@taan.ca

Kluane First Nation Final Agreement

Kluane First Nation
P.O. Box 20
Burwash Landing, YT Y0B 1V0
Telephone: 867-841-4274
Facsimile: 867-841-5900
email: reception@kfn.ca

Kwanlin Dun First Nation Final Agreement

Kwanlin Dun First Nation
35 McIntyre Drive
Whitehorse, YT Y1A 5A5
Telephone: 867-633-7800
Facsimile: 867-668-5057
email: reception@kwanlindun.com

Carcross/Tagish First Nation Final Agreement

Carcross/Tagish First Nation
P.O. Box 130
Carcross, YT Y0B 1B0
Telephone: 867-821-4251
Facsimile: 867-821-4802
email: reception@ctfn.ca

Sahtu Dene and Metis Comprehensive Land Claim Agreement

Déline District Land Corporation
P.O. Box 156
Déline, NT X0E 0G0
Attention: Diane Andrea
Telephone: 867-589-8100
Facsimile: 867-589-8101
email: dlc_sa@gov.deline.ca

K'asho Gotine District Land Corporation
P.O. Box 18

Fort Good Hope, NT X0E 0H0
Attention: Jacinta Grandjambe
Telephone: 867-598-2519
Facsimile: 867-598-2437
email: jacintag@yamoga.ca

Sahtu Secretariat Incorporated
P.O. Box 155
Déline, NT X0E 0G0
Attention: Ruth Ann Elemie, Executive Director
Telephone: 867-589-4719
Facsimile: 867-589-4908
email: ruth_ann_elemie@gov.deline.ca

Tulita District Land Corporation
P.O. Box 63
Tulita, NT X0E 0K0
Attention: Judith Wright Bird, Executive Director
Telephone: 867-588-3734
Facsimile: 867-588-4025
email: jwright@tutlitalandcorp.ca

Labrador Inuit Land Claims Agreement

Nunatsiavut Government
12 Sandbanks Road
P.O. Box 70
Nain, NL A0P 1L0
Telephone: 709-922-2942
Facsimile: 709-922-2931

Tlicho Land Claims Agreement

Tlicho Government
P.O. Box 412
Behchoko, NT X0E 0Y0
Telephone: 867-392-6381
Facsimile: 867-392-6389

Nunavik Inuit Land Claims Agreement

Makivik Corporation
1111 Dr. Frederik-Philips Blvd., 3rd Floor
St-Laurent, QC H4M 2X6
Telephone: 514-745-8880
Facsimile: 514-745-3700

Makivik Corporation
P.O. Box 179
Kuujuuaq, QC J0M 1C0
Telephone: 819-964-2935
Facsimile: 819-964-2788

Nisga'a Final Agreement

Nisga'a Lisims Government
PO Box 231, 2000 Lisims Drive
Gitlaxt'aamiks (formerly New Aiyansh), BC V0J 1A0
Telephone: 250-633-3000
Toll Free: 1-866-633-0888
Facsimile: 250-633-2367

Tsawwassen First Nation Final Agreement

Tsawwassen First Nation
1926 Tsawwassen Drive
Tsawwassen, BC V4M 4G2
Telephone: (604) 943-2112
Toll Free 1-888-943-2112
Facsimile: (604) 943-9226

Maa-nulth First Nation Final Agreement

Maa-nulth First Nations
3075 3rd Avenue
Port Alberni, BC V9Y 2A4
Telephone: (250) 724-1802
Facsimile: (250) 724-1852
email: info@maanulth.ca

Event Field Office Services

Part 7

Technical Evaluation Criteria

CONTENTS

SECTION A – MANDATORY EVALUATION CRITERIA

- [M1] Minimum EFOS-type technology services experience**
- [M2] Minimum geographic service delivery experience**
- [M3] Contractor Work Management Capability**
- [M4] Experience in the supply and logistics of COTS Equipment**
- [M5] Rapid deployment of configured systems in Canada**
- [M6] On-site technical support in Canada**

SECTION B – RATED EVALUATION CRITERIA

- [R1] Work Management Plan**

SECTION A – MANDATORY EVALUATION CRITERIA

Every reference to the term “COTS-based system” in this Section A - Mandatory Evaluation Criteria shall mean a functional, integrated system that is the result of the assembly of various items of computer hardware and software that are “off the shelf”.

[M1] Minimum EFOS-type technology services experience

The bidder must be providing technology services that are similar in nature to those for EFOS, as outlined in the SOW, for a minimum of 36 consecutive months within the last five years from the RFP closing date. For the purposes of this mandatory criterion, technology services means:

- a) supplying COTS hardware;
- b) providing storage of COTS hardware;
- c) assembling, configuring, testing and packaging COTS-based systems;
- d) delivering and installing COTS-based systems; and
- e) providing technical support in connection with the COTS-based systems delivered and installed.

The bidder must provide two client project references that have each entered into a contract with the bidder for technology services of a value of at least \$2,000,000 annually (including all applicable taxes) demonstrating how the bidder meets this requirement.

The client project references must be clients of the bidder for a minimum of 36 consecutive months in length within the last five years from the RFP closing date.

Each client project reference must contain, at minimum, the following information:

1. client organization, client contact name, title, responsibility, telephone number, civic address and email address;
2. year and month of the start and end dates when the technology services were provided and duration [i.e. number of months] of the provision of the technology services; and
3. contract value (including all applicable taxes) to the client for those technology services.

Bidder's Response for this Requirement:

[Please enter response here]

[M2] Minimum geographic service delivery experience

The bidder must provide two client project references that demonstrate the bidder’s experience within the past three years of the bid closing date, in delivering COTS-based systems in various locations in Canada where there is at least one location (a) within each of the ten provinces and (b) within one of the northern Canadian territories.

Each client project reference must have entered into a contract with the bidder for those services of a value of at least \$1,000,000 annually (including all applicable taxes).

Each client project reference must contain, at minimum, the following information:

1. client organization, client contact name, title, responsibility, telephone number, civic address and email address;
2. year and month of the start and end dates when the services were provided;
3. each location (civic address, city, province or territory) where the COTS-based systems were delivered;
4. description of the COTS-based systems that were delivered; and
5. contract value (including all applicable taxes) to the client for those services.

Bidder's Response for this Requirement:

[Please enter response here]

[M3] Contractor Work Management Capability

The bidder must provide with its proposal the Work Management Plan which must be prepared in accordance with Section 2.1 of the SOW and using the template set out in Appendix G – Work Management Plan of Annex A – Statement of Work by filling out each section of such template in sufficient detail to understand the bidder's approach. The Work Management Plan will be further assessed in the rated criterion R1.

Bidder's Response for this Requirement:

[Please enter response here]

[M4] Experience in the supply and logistics of COTS equipment

The bidder must have been engaged in the supply and logistics of a warehouse of COTS equipment inventory of the following types and minimum quantities within the past three years from the bid closing date:

- 200 business servers
- 4,500 workstations
- 400 printing devices
- 200 networking appliances

The bidder must provide two client project references that each demonstrates the bidder's experience in the supply and logistics of a warehouse of COTS equipment inventory, where such inventory will include at least 50% of the quantities for each type of COTS equipment set out above. Each client project reference must contain, at minimum, the following information:

1. client organization, client contact name, title, responsibility, telephone number, civic

- address and email address;
2. year and month of the start and end dates the COTS equipment was supplied and managed at a warehouse and duration [i.e. number of months] that such services were provided; and
3. description of the specific items of COTS equipment and quantity supplied.

Bidder's Response for this Requirement:

[Please enter response here]

[M5] Rapid deployment of configured systems in Canada

The bidder must have experience, within the past three years from the bid closing date, deploying COTS-based systems operating in multiple locations in Canada. For the purposes of this mandatory criterion, deploying means delivering, unpacking, installing and testing the COTS-based systems to ensure that they are fully operational.

The bidder must provide two client project references that demonstrate the bidder's experience deploying COTS-based systems at a minimum of 50 different locations in Canada within five Business Days' notice. Each client project reference must contain, at minimum, the following information:

1. client organization, client contact name, title, responsibility, telephone number, civic address and email address;
2. year and month of the start date and end date when the deployment took place;
3. each location (civic address, city, province or territory) where the COTS-based systems were deployed; and
4. description of the deployment services rendered for the COTS-based systems.

Bidder's Response for this Requirement:

[Please enter response here]

[M6] On-site technical support in Canada

The bidder must have, within the past three years from the bid closing date, contracted to provide on-site technical support for COTS-based systems deployed in a minimum of 100 different locations in Canada where there is at least one location within (a) each of the ten provinces; and (b) one of the northern Canadian territories. Under such contracts, the bidder must be required to dispatch resources, on an "as and when required" basis, to provide such on-site technical support.

The bidder must provide two client project references that demonstrate the above and each reference must contain, at minimum, the following information:

1. client organization, client contact name, title, responsibility, telephone number, civic

- address and email address;
- 2. day, year and month of both the start and end of the deployment of the COTS-based systems;
- 3. day, year and month of the start and end of the period that the bidder provided on-site technical support to the client project reference;
- 4. number of locations where they were deployed and the type of on-site technical support services that the bidder provided to the client project reference.

Bidder's Response for this Requirement:

[Please enter response here]

SECTION B – RATED EVALUATION CRITERIA**[R1] Work Management Plan***Maximum Points: 422*

The Work Management Plan submitted by the bidder in response to mandatory criteria M3 will be assessed. The Work Management Plan should describe how each of the following elements would be addressed to meet the requirements set out in the SOW:

- Section 2.2 - Communication and Reporting Strategy
- Section 2.3 - Management of Deliverables and Timelines
- Section 3.1 - Quality Assurance Methodology
- Section 3.2 - Risk Management Methodology
- Section 3.3 - Facility and its BCP Strategy
- Section 4.1 - Event Packaging Period Schedule
- Section 4.2 - COTS Equipment Assembly, Configuration & Testing
- Section 4.3 - Packaging & Shipping of Field Office Assemblies
- Section 5.1 - Delivery Delay Strategy
- Section 6.1 - Event Delivery Dashboard Monitoring & Update
- Section 6.2 - Field Office Assembly Deployment, Installation & Sign-Off
- Section 6.3 - Field Office Support
- Section 6.4 - Field Office Decommissioning & Sign-Off
- Section 7.1 - Support Desk Location & BCP Strategy
- Section 7.2 - Support Desk – Operation

Evaluation Criteria and Rating

<i>Elements/Sub-elements</i>	Points per Sub-element⁺
Section 2.2 - Communication and Reporting Strategy	
2.2.1 The bidder should describe in detail its communication and reporting strategy to perform the Work by providing the following:	
a) the methodology, techniques and tools for communicating information on Work deliverables during Events and on an on-going basis;	0; 1; 2
b) the communication strategy to engage the Technical Authority during Events and on an on-going basis;	0; 1; 2
c) the methodology, techniques and tools for reporting on Work deliverables during Events and on an on-going basis;	0; 1; 2
d) the Contractor's escalation procedures when issues arise in connection with the Work; and	0; 1; 2
e) any other related activities or relevant information.	[not rated]

Sub-total [4 sub-elements]:	8
<p>Section 2.3 - Management of Deliverables and Timelines</p> <p>2.3.1 The bidder should describe in detail its strategy to manage the deliverables and timelines to successfully perform the Work by providing the following:</p> <p>a) how the Contractor will manage the Work deliverables to ensure they are delivered on time and on budget;</p> <p>b) how the Contractor will manage the availability of personnel and resources at the Facility to meet Work deliverables and timelines on an on-going basis;</p> <p>c) how the Contractor will manage the availability of personnel and resources across Canada to meet Work deliverables and timelines during Events and for Event Simulations;</p> <p>d) the methodology, techniques and tools to be used to monitor, track and record Work deliverables during Events and on an on-going basis;</p> <p>e) the Contractor's process for updating the Work Management Plan to reflect changes in procedures, organizational structure or any other information set out in the plan; and</p> <p>f) any other related activities or relevant information.</p>	<p>0; 1; 2</p> <p>0; 1; 2</p> <p>0; 1; 2</p> <p>0; 1; 2</p> <p>0; 1; 2</p> <p>[not rated]</p>
Sub-total [5 sub-elements]:	10
<p>Section 3.1 - Quality Assurance Methodology</p> <p>3.1.1 The bidder should describe in detail its quality assurance methodology to perform the Work by providing the following:</p> <p>a) the methodology, techniques and tools to be used when performing quality assurance on Work deliverables related to the services described in Articles 4 and 5 of the SOW;</p> <p>b) the methodology, techniques and tools to be used to minimize the risk of quality issues arising during Events;</p> <p>c) how the Contractor will engage Elections Canada when performing quality assurance on Work deliverables on an on-going basis; and</p> <p>d) any other related activities or relevant information.</p>	<p>0; 2; 4</p> <p>0; 2; 4</p> <p>0; 2; 4</p> <p>[not rated]</p>
Sub-total [3 sub-elements]:	12
<p>Section 3.2 - Risk Management Methodology</p> <p>3.2.1 The bidder should describe in detail its risk management methodology to perform the Work by providing the following:</p> <p>a) how the Contractor will manage the availability of services and minimize the risk of disruptions of the services set out in Articles 4 and 5 of the SOW;</p> <p>b) how the services set out in Articles 4 and 5 of the SOW can be recovered on an on-going basis;</p>	<p>0; 2; 4</p> <p>0; 2; 4</p> <p>0; 2; 4</p>

<p>c) the risk mitigation strategy to ensure the rapid delivery of services within the required Event delivery timelines;</p> <p>d) identify three potential risks that could occur during the deployment of Field Office Assemblies. For the purposes of this Work Management Plan, a potential risk consists of an occurrence that has the potential to have a significant negative impact on the success of deployment. For each potential risk identified, describe the mitigation strategy that the Contractor proposes to implement; and</p> <p>e) any other related activities or relevant information.</p>	<p>0; 2; 4</p> <p>[not rated]</p>
Sub-total [4 sub-elements]:	16
Section 3.3 - Facility and its BCP Strategy	
<p>3.3.1 The bidder should describe in detail its approach to selecting the Facility and the BCP strategy that it proposes to put in place to perform the Work by providing the following:</p> <p>a) a description of the physical characteristics of the Facility, in terms of layout, capacity [i.e. freight traffic volumes in and out of the Facility] and proximity of the Facility to national freight or transportation services;</p> <p>b) the organization and staffing levels of the Contractor's management and technical teams for the Facility;</p> <p>c) the standard operation procedures, outlining how the Contractor manages the Facility;</p> <p>d) the methodology, techniques and tools to be used for the storage and retention of Blueprints and Baseline Images;</p> <p>e) the "fail safe" and recovery processes for the Facility to ensure continuous availability of services;</p> <p>f) the uphold and support of the Facility during periods of crisis or performance degradation;</p> <p>g) the asset protection for the Facility in terms of fire protection, controlled access (with access levels) and surveillance systems (both perimeter and within);</p> <p>h) the provisions for an alternate Facility including the replacement of all COTS Equipment in the event the Facility is damaged or destroyed;</p> <p>i) how all COTS Equipment, Field Office Assemblies, Headquarters Assemblies and any other assets within the Facility held on behalf of Elections Canada are identified from other assets that may be stored at such Facility;</p> <p>j) the process for testing and updating the Business Continuity Plan for the Facility; and</p> <p>k) any other related activities or relevant information.</p>	<p>0; 2; 4</p> <p>0; 2; 4</p> <p>0; 2; 4</p> <p>0; 2; 4</p> <p>0; 2; 4</p> <p>0; 2; 4</p> <p>0; 2; 4</p> <p>0; 2; 4</p> <p>0; 2; 4</p> <p>0; 2; 4</p> <p>[not rated]</p>
Sub-total [10 sub-elements]:	40
Section 4.1 - Event Packaging Period Schedule	

<p>4.1.1 The bidder should describe in detail its approach to managing the Event Packaging Period schedule to perform the Work set out in Section 4.2 of the SOW by providing the following:</p> <ul style="list-style-type: none"> a) the methodology, techniques and tools to ensure proper coordination and timely packaging of Field Office Assemblies; b) the strategy to be used for packaging the Field Office Assemblies within 60 calendar days' notice and the strategy to be used if a shorter packaging period is requested by the Technical Authority; c) how the COTS Equipment will be received, inventoried, tagged as an asset to the Field Office Assembly and stored in the Facility during the Event Packaging Period; d) the process to be followed to pre-configure Managed Equipment for remote access by Authorized EC users via the Web-based Administration Interface; e) the process and workflow for the management and administration of Packaging Notices; and f) any other related activities or relevant information. 	<p>0; 4; 8</p> <p>0; 4; 8</p> <p>0; 4; 8</p> <p>0; 4; 8</p> <p>0; 4; 8</p> <p>[not rated]</p>
Sub-total [5 sub-elements]:	40
<p>Section 4.2 - COTS Equipment Assembly, Configuration & Testing</p> <p>4.2.1 The bidder should describe in detail its approach to the COTS Equipment assembly, configuration and testing to perform the Work set out in Subsections 4.2.3 and 4.2.4 of the SOW by providing the following:</p> <ul style="list-style-type: none"> a) how the Contractor will assemble, configure and test the COTS Equipment individually and as a complete Field Office Assembly; b) how the Contractor will purge configurations of COTS Equipment previously used as part of a Field Office Assembly; c) the tools and techniques to be used for tracking the total number and type of COTS Software licences installed on Field Office Assemblies; d) the process and workflow for the management and administration of Blueprints; e) how the Contractor will install the Baseline Images on COTS Equipment; and f) any other related activities or relevant information. 	<p>0; 4; 8</p> <p>0; 4; 8</p> <p>0; 4; 8</p> <p>0; 4; 8</p> <p>0; 4; 8</p> <p>[not rated]</p>
Sub-total [5 sub-elements]:	40
<p>Section 4.3 - Packaging & Shipping of Field Office Assemblies</p> <p>4.3.1 The bidder should describe in detail its approach to the packaging and shipping of Field Office Assemblies to perform the Work set out in Subsections 4.2.5, 4.2.6 and 4.2.7 of the SOW by providing the following:</p> <ul style="list-style-type: none"> a) how the Contractor will package and ship each Field Office 	<p>0; 4; 8</p>

<p>Assembly for delivery as a single-shipment;</p> <p>b) how the Contractor will label the COTS Equipment, COTS Software, Accessories and Consumable Goods and tag them as assets to the Field Office Assembly prior to shipping to Field Offices;</p> <p>c) the process for providing a complete list of inventory of COTS Equipment included as part of the Field Office Assembly including the product model, serial number and barcode information for all equipment;</p> <p>d) the techniques and tools to be used to track all shipments of Field Office Assemblies while they are in transit and up to final delivery and acceptance at the Field Office;</p> <p>e) how the Contractor will handle delivery and shipping requirements to Field Offices in remote locations across Canada; and</p> <p>f) any other related activities or relevant information.</p>	<p>0; 4; 8</p> <p>0; 4; 8</p> <p>0; 4; 8</p> <p>0; 4; 8</p> <p>[not rated]</p>
Sub-total [5 sub-elements]:	40
<p>Section 5.1 - Delivery Delay Strategy</p> <p>5.1.1 The bidder should describe in detail its strategy to uphold a state of readiness during the Event Ready Period to perform the Work set out in Subsection 4.3.1 of the SOW particularly in respect of the following:</p> <p>a) how it will ensure the availability of the Facility or the Holdover Facilities during the Event Ready Period;</p> <p>b) how it will ensure the availability of the packaged Field Office Assemblies during the Event Ready Period;</p> <p>c) how it will ensure the availability of the technical support personnel responsible for the equipment installation at the Field Offices for the Event;</p> <p>d) how it will ensure the availability of the management personnel responsible for the administration of the Work deliverables for the Event; and</p> <p>e) any other related activities or relevant information.</p>	<p>0; 1; 2</p> <p>0; 1; 2</p> <p>0; 1; 2</p> <p>0; 1; 2</p> <p>[not rated]</p>
Sub-total [4 sub-elements]:	8
<p>Section 6.1 - Event Delivery Dashboard Monitoring & Update</p> <p>6.1.1 The bidder should describe in detail the Contractor's approach to monitoring and updating the Event Delivery Dashboard to perform the Work set out in Subsections 4.4.8 and 4.4.9 of the SOW by providing the following:</p> <p>a) how the Contractor will effectively monitor the Event Delivery Dashboard for information on an on-going basis during Events, in particular with respect to the information contained in Address Confirmation Notices and Decommissioning Notices;</p> <p>b) the process to be followed for updating the Event Delivery Dashboard to indicate changes in Event Deployment and Support</p>	<p>0; 4; 8</p> <p>0; 4; 8</p>

Period activities; and c) any other related activities or relevant information.	[not rated]
Sub-total [2 sub-elements]:	16
Section 6.2 - Field Office Assembly Deployment, Installation & Sign-Off	
6.2.1 The bidder should describe in detail the Contractor's approach to the Field Office Assembly deployment, installation and sign-off to perform the Work set out in Subsections 4.4.2, 4.4.3 and 4.4.5 of the SOW by providing the following:	0; 4; 8
a) the process and workflow for the management and administration of Event Notices;	0; 4; 8
b) the process and workflow for the management and administration of Address Confirmation Notices;	0; 4; 8
c) how the Contractor will engage and communicate with Field Office Contacts during the deployment and installation of Field Office Assemblies;	0; 4; 8
d) how the Contractor will rapidly deploy and install the Field Office Assemblies during an Event;	0; 4; 8
e) how the Contractor will provide network connectivity between COTS Equipment within a Field Office and how it will manage Exceptional Cabling requirements during an Event;	0; 4; 8
f) the process to be followed to test that Field Office Assemblies and network connectivity are fully operational;	0; 4; 8
g) how the Contractor will handle and reconcile any equipment discrepancies at time of installation in the Field Offices;	0; 4; 8
h) the process to be followed by the Contractor's resources attending the Field Offices for updating the Event Delivery Dashboard during Field Office Assembly deployment, installation and sign-off, in particular with respect to the information contained in the indicator "Installation Complete"; and	0; 4; 8
i) any other related activities or relevant information.	[not rated]
Sub-total [8 sub-elements]:	64
Section 6.3 - Field Office Support	
6.3.1 The bidder should describe in detail its approach to Field Office support to perform the Work set out in Subsection 4.4.6 of the SOW by providing the following:	0; 4; 8
a) how the Contractor will provide instructions to Authorized EC Users for initiating Support Requests;	0; 4; 8
b) the strategy, tools and procedures to be used when providing remote technical support via the Support Desk;	0; 4; 8
c) how the Contractor will communicate with on-site technical support staff that have been dispatched to Field Offices;	0; 4; 8
d) the strategy to provide replacement parts for defective equipment	0; 4; 8

to meet the service standards set out in Paragraph 4.4.6c) of the SOW; and e) any other related activities or relevant information.	[not rated]
Sub-total [4 sub-elements]:	32
Section 6.4 - Field Office Decommissioning & Sign-Off	
6.4.1 The bidder should describe in detail its approach to the Field Office decommissioning and sign-off to perform the Work set out in Subsection 4.4.7 of the SOW by providing the following:	
a) how the Contractor will coordinate and communicate with Field Office personnel during decommissioning and sign-off activities;	0; 4; 8
b) the process to be followed to rapidly de-install all provided equipment, systems and cabling that were part of the Field Office Assembly;	0; 4; 8
c) the process to be followed to confirm that Field Office Assemblies have been recovered and shipped back to the Facility;	0; 4; 8
d) the process to be followed in the event that any equipment forming part of the Field Office Assembly is missing or damaged;	0; 4; 8
e) the process to be followed by the Contractor's resources attending the Field Offices for updating the Event Delivery Dashboard during Field Office decommissioning and sign-off, in particular with respect to the information contained in the Decommissioning Notices; and	0; 4; 8
f) any other related activities or relevant information.	[not rated]
Sub-total [5 sub-elements]:	40
Section 7.1 - Support Desk Location & BCP Strategy	
7.1.1 The bidder should describe in detail its Support Desk location and BCP strategy to perform the Work set out in Subsections 6.1.1 and 6.1.2 of the SOW by providing the following:	
a) the staffing levels of administration personnel at the Support Desk;	0; 2; 4
b) the staffing levels of technical personnel at the Support Desk;	0; 2; 4
c) the Support Desk's operational procedures and escalation procedures;	0; 2; 4
d) the prevention and recovery processes adhered to at the Support Desk to ensure continuous availability of services;	0; 2; 4
e) how the Contractor will uphold and support the Support Desk during periods of crisis or performance degradation;	0; 2; 4
f) how the Contractor will manage the security and availability of all Elections Canada information at the Support Desk;	0; 2; 4
g) the provisions for an alternate Support Desk in the event the Support Desk is damaged or destroyed;	0; 2; 4
h) the process for testing and updating the Business Continuity Plan for the Support Desk; and	[not rated]
i) any other related activities or relevant information.	
Sub-total [8 sub-elements]:	32

Section 7.2 - Support Desk – Operation	
7.2.1 The bidder should describe in detail its Support Desk operation strategy to perform the Work set out in Subsections 6.1.3 and 6.1.4, and Sections 6.2 and 6.3 of the SOW by providing the following:	
a) the strategy, tools and procedures to be used when responding to Support Requests related to Field Office Assemblies and Headquarters Assemblies;	0; 2; 4
b) the methodology, techniques and tools to be used to effectively monitor the Support Request System on an on-going basis;	0; 2; 4
c) how the Contractor will interact with the ROTC when processing Support Requests;	0; 2; 4
d) how the Contractor will process Support Requests in accordance to the response times in Table 6.3.5 of the SOW;	0; 2; 4
e) how the Contractor will dispatch and manage on-site technical support staff in Field Offices;	0; 2; 4
f) the process for redirecting Support Requests; and	[not rated]
g) any other related activities or relevant information.	
Sub-total [6 sub-elements]:	24
Maximum Points:	422

(the “pass mark” for this rated requirement is 80%).

⁺ Each sub-element of the bidder’s Work Management Plan will be scored as per “**Points per Sub-element**” shown in the table above.

- (i) The bidder’s proposal demonstrates an excellent understanding of the requirement. The description addresses all aspects of the sub-element in depth, is feasible, outlines all critical success factors, risks and constraints, and aligns with the SOW.
= maximum points
- (ii) The bidder’s proposal demonstrates a good understanding of the requirement. The description addresses all aspects of the sub-element but has minor variation issues in regard to depth, feasibility, critical success factors, risks, constraints, and/or alignment with the SOW.
= minimum points
- (iii) The bidder’s proposal demonstrates a limited understanding of the requirement. The description fails to address one or more aspects of the sub-element, or has significant variations in regard to depth, feasibility, critical success factors, risks, constraints, and/or alignment with the SOW.
= zero points

Bidder's Response for this Requirement:

[Please enter response here]

Event Field Office Services

Part 8

Financial Evaluation Criteria

Part 8 - Financial Evaluation Criteria

1. Pricing Tables

1.1 General Instruction with respect to the Pricing Tables

- 1.1.1 Bidders must submit prices by completing the following Tables 2 to 9 inclusively of Annex A - Proposal Pricing Tables Template (the "Summary of all Pricing Tables"). The total for each of the Pricing Tables 2 to 9 is carried over automatically to the Table 1 - Summary of all Pricing Tables. Bidders must use the excel worksheets provided as part of the RFP.
- (a) Table 1 – Summary of all Pricing Tables
 - (b) Table 2 – Contract Management
 - (c) Table 3 – COTS Equipment
 - (d) Table 4 – COTS Software
 - (e) Table 5 – Event Packaging Period
 - (f) Table 6 – Event Ready Period
 - (g) Table 7 – Event Deployment & Support Period
 - (h) Table 8 – Event Simulation
 - (i) Table 9 – New Services – Professional Services
- 1.1.2 Bidders must only enter data into the yellow shaded areas of the Pricing Tables. The Pricing Tables automatically calculate the extended totals, where necessary. Bidders should not change the formulas integrated in the Pricing Tables unless specifically instructed to do so by Elections Canada.
- 1.1.3 Elections Canada may re-input the prices provided by the bidder into a new excel worksheet of the Pricing Tables, if it believes that the formulas in the Pricing Tables of the excel worksheet submitted by the bidder are not functioning properly.
- 1.1.4 Tables 2 to 9 must include all costs to provide the Work outlined in the Annex A - Statement of Work of the Contract for the Initial Term and the option period set-out in Section 3.02 of the Articles of Agreement (the "Optional Term"). Without limiting the generality of the foregoing and subject to Subsection 1.1.6, "costs" shall include all necessary equipment, software, accessories, cabling, components, labour, materials, photocopies, telephone charges, maintenance, overhead, profit, shipping, support, training, travel time, and taxes and Canadian custom duties and excise taxes, where applicable.

1.1.5 Each item identified in the Pricing Tables must be priced. Bidders are requested to insert “0.00” for any item for which it does not intend to charge or for items that are already included in other prices set-out in Pricing Tables 2 to 9. If any yellow shaded areas are left blank, Elections Canada will treat the price as “0.00”.

1.1.6 All prices indicated in the Pricing Tables must be in Canadian Dollars; include amounts representing Canadian custom duties and excise taxes, where applicable; and exclude all applicable sales taxes.

1.2 No Guarantee

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

1.3 Table 1 – Summary of all Pricing Tables

1.3.1 The sum of all of the Total-Initial Term, Total-Optional Term and Extended Total of the Pricing Tables 2 to 9 will be automatically carried over to Pricing Table 1. The sum of the “Total-Extended Price from Tables” set out in column E of Table 1 will be used as the “Bidder’s Price” for the purposes of the determining the highest ranked bidder in accordance with the formula set out in Subsection 4.4.6 of Part 4 – Evaluation and Basis of Selection.

1.4 Table 2 - Contract Management

1.4.1 Bidders must provide a firm monthly price for the Initial Term and the Optional Term for each item of the Contract management identified in Table 2.

1.4.2 For the purpose of the financial evaluation of proposals of those bidders that successfully attained Phase 3 in accordance with Part 4 – Evaluation and Basis of Selection:

- (a) For each item listed in column B and identified as items 1 to 3 in Table 2, the firm monthly price of the Initial Term of the Contract (column E) will be multiplied by the specified quantity in column D and the sum of such calculation will be the price for the “TOTAL Initial Term” (column F) for that Table 2 – Contract Management;

$$(E \times D) = F$$

- (b) For each item listed in column B and identified as items 1 to 3 in Table 2, the firm monthly price

of the Optional Term of the Contract (column H) will be multiplied by the specified quantity in column G and the sum of such calculation will be the price for the “TOTAL Optional Term” (column I) for that Table 2 – Contract Management;

$$(G \times H) = I$$

- (c) For each item listed in column B and identified as items 1 to 3 in Table 2, the “EXTENDED TOTAL” (column J) will be calculated by adding the “TOTAL Initial Term” (column F) and the “TOTAL Optional Term” (column I), and the total price of each of columns J, F and I will be automatically carried over to Table 1 – Summary of all Pricing Tables.

$$J = (F + I)$$

1.5 Table 3 – COTS Equipment

1.5.1 Bidders must provide a firm monthly price for each year of the Initial Term and for each option year of the Optional Term for those COTS Equipment listed in column B and identified as items 1 to 13 of Table 3 (the “Table 3 COTS Equipment”), which firm monthly price will include the cost of supplying and storing such COTS Equipment at the Facility.

1.5.2 For the purpose of the financial evaluation of proposals of those bidders that successfully attained Phase 3 in accordance with Part 4 – Evaluation and Basis of Selection:

- (a) For each of the Table 3 COTS Equipment, the firm monthly price of each year of the Initial Term (columns H, I, and J) will be multiplied by the respective quantity corresponding to each year (columns D, E and F) -- $[(H \times D) + (I \times E) + (J \times F)]$ -- and the sum of such calculation will be multiplied by the quantity of months in the Initial Term (column G) and the sum of such calculation will be the price for the “TOTAL Initial Term” (column K) for that Table 3 – COTS Equipment;

$$K = [(H \times D) + (I \times E) + (J \times F)] \times G$$

- (b) For each of the Table 3 COTS Equipment, the firm monthly price of each year of the Optional Term (columns P, Q, and R) will be multiplied by the respective quantity corresponding to each year (columns L, M and N) -- $[(P \times L) + (Q \times M) + (R \times N)]$ -- and the sum of such calculation will be multiplied by the quantity of months in the Optional Term (column O) and the sum of such calculation will be the price for the “TOTAL Optional Term” (column S) for that Table 3 – COTS Equipment; and

$$S = [(P \times L) + (Q \times M) + (R \times N)] \times O$$

- (c) For each of the Table 3 COTS Equipment, the “EXTENDED TOTAL” (column T) will be calculated by adding the “TOTAL Initial Term” (column K) and the “TOTAL Optional Term” (column S) and the total price of each of columns K, S and T will be automatically carried over to Table 1 – Summary

of all Pricing Tables.

$$T = (K + S)$$

1.6 Table 4 – COTS Software

1.6.1 Bidders must provide a firm monthly price for the Initial Term and for the Optional Term for the COTS Software listed in column B and identified as items 1 to 8 in Pricing Table 4 (the “Table 4 COTS Software”), which price will include all fees and costs associated with the licenses to the COTS Software as well as the software maintenance and support services described in the Contract.

1.6.2 For the purpose of the financial evaluation of proposals of those bidders that successfully attained Phase 3 in accordance with Part 4 – Evaluation and Basis of Selection:

- (a) For each of the Table 4 COTS Software, the firm monthly price of the Initial Term (column F) will be multiplied by the specified quantity of required licences in column D and the sum of such calculation will be multiplied by the quantity of months deployed in the Initial Term (column E) and the sum of such calculation will be the price for the “TOTAL Initial Term” (column G) for that Table 4 – COTS Software;

$$G = (D \times E) \times F$$

- (b) For each of the Table 4 COTS Software, the firm monthly price of the Optional Term (column J) will be multiplied by the specified quantity of required licences in column H and the sum of such calculation will be multiplied by the quantity of months deployed in the Optional Term (column I) and the sum of such calculation will be the price for the “TOTAL Optional Term” (column K) for that Table 4 – COTS Software; and

$$K = (H \times I) \times J$$

- (c) For each of the Table 4 COTS Software, the “EXTENDED TOTAL” (column L) will be calculated by adding the “TOTAL Initial Term” (column G) and the “TOTAL Optional Term” (column K) and the total price of each of columns G, K and L will be automatically carried over to Table 1 – Summary of all Pricing Tables.

$$L = (G + K)$$

1.7 Table 5 – Event Packaging Period

1.7.1 Bidders must provide a firm price for the period of the Initial Term and for the Optional Term for those services set out in Section 4.2 of the SOW with respect to Field Offices and for those services set out in Subsections 5.1.2 and 5.1.3 of the SOW with respect to Headquarters where:

- (a) such firm price must be calculated per Field Office or Headquarters, varying depending on the type of Blueprint as identified in column B as items 1 to 5 of Pricing Table 5 (the “Items 1 to 5-Table 5”); and
- (b) such firm price must be calculated for the aggregate of 338 RO Offices and 140 AARO Offices in the event of a federal general election or referendum as identified in item 6 of Pricing Table 5 (the “Item 6-Table 5”).

1.7.2 For the purpose of the financial evaluation of proposals of those bidders that successfully attained Phase 3 in accordance with Part 4 – Evaluation and Basis of Selection:

- (a) For each of the Items 1 to 5-Table 5, the firm price for the period of the Initial Term (column E) will be multiplied by the specified quantity of Field Offices or Headquarters in column D and the sum of such calculation will be the price for the “TOTAL Initial Term” (column F) for that Item 1 to 5 Event Packaging Period;

$$F = (E \times D)$$

- (b) For the Item 6-Table 5, the firm price for the period of the Initial Term (column E) will be multiplied by the specified quantity of federal general election or referendum in column D and the sum of such calculation will be the price for the “TOTAL Initial Term” (column F) for that Item 6 Event Packaging Period;

$$F = (E \times D)$$

- (c) For each of the Items 1 to 5-Table 5, the firm price for the period of the Optional Term (column H) will be multiplied by the specified quantity of Field Offices or Headquarters in column G and the sum of such calculation will be the price for the “TOTAL Optional Term” (column I) for that Item 1 to 5-Table 5;

$$I = (H \times G)$$

- (d) For the Item 6-Table 5, the firm price for the period of the Optional Term (column H) will be multiplied by the specified quantity of federal general election or referendum in column G and the sum of such calculation will be the price for the “TOTAL Optional Term” (column I) for that Item 6-Table 5;

$$I = (H \times G)$$

- (e) For each of the Items 1 to 5-Table 5 and for Item 6-Table 5, the “EXTENDED TOTAL” (column J) will be calculated by adding the “TOTAL Initial Term” (column F) and the “TOTAL Optional Term” (column I) and the total price of each of columns F, I and J will be automatically carried over to Table 1 – Summary of all Pricing Tables.

$$J = (F + I)$$

1.8 Table 6 – Event Ready Period

1.8.1 Bidders must provide a firm monthly price for the period of the Initial Term and for the Optional Term for the costs of storing the Field Office Assemblies at Holdover Facilities approved by the Technical Authority pursuant to Subsection 4.3.2 of the SOW for each category of Field Offices listed in column B as items 1 to 4 in Pricing Table 6 (the “Items 1 to 4-Table 6”).

1.8.2 For the purpose of the financial evaluation of proposals of those bidders that successfully attained Phase 3 in accordance with Part 4 – Evaluation and Basis of Selection:

- (a) For each of the Items 1 to 4-Table 6, the firm monthly price for the period of the Initial Term of the Contract (column E) will be multiplied by the specified quantity in column D and the sum of such calculation will be the price for the “TOTAL Initial Term” (column F) for that Item 1 to 4-Table 6;

$$F = (E \times D)$$

- (b) For each of the Items 1 to 4-Table 6, the firm monthly price for the period of the Optional Term (column H) will be multiplied by the specified quantity in column G and the sum of such calculation will be the price for the “TOTAL Optional Term” (column I) for that Item 1 to 4-Table 6;

$$I = (H \times G)$$

- (c) For each of the Items 1 to 4-Table 6, the “EXTENDED TOTAL” (column J) will be calculated by adding the “TOTAL Initial Term” (column F) and the “TOTAL Optional Term” (column I) and the total price of each of columns F, I and J will be automatically carried over to Table 1 – Summary of all Pricing Tables.

$$J = (F + I)$$

1.9 Table 7 –Event Deployment & Support Period

1.9.1 Bidders must provide a firm price for the period of the Initial Term and for the Optional Term for those services set out in Section 4.4 of the SOW with respect to Field Office Assemblies and Subsections 5.1.4 to 5.1.6 of the SOW with respect to Headquarters Assemblies where:

- (a) such firm price must be calculated per Field Office Assembly or Headquarters Assembly, varying depending on the type of assembly listed in column B as items 1 to 5 of Pricing Table 7 (the “Items 1 to 5-Table 7”); and

- (b) such firm price must be calculated for the aggregate of 338 RO Offices and 140 AARO Offices in the event of a federal general election or referendum as identified in item 6 of Pricing Table 7 (the “Item 6-Table 7”).

1.9.2 For the purpose of the financial evaluation of proposals of those bidders that successfully attained Phase 3 in accordance with Part 4 – Evaluation and Basis of Selection:

- (a) For each of the Items 1 to 5-Table 7, the firm price of the period of the Initial Term (column E) will be multiplied by the specified quantity of Field Office Assembly or Headquarters Assembly (column D) and the sum of such calculation will be the price for the “TOTAL Initial Term” (column F) for that Item 1 to 5-Table 7;

$$F = (E \times D)$$

- (b) For Item 6-Table 7, the firm price of the period of the Initial Term (column E) will be multiplied by the specified quantity of federal general election or referendum in column D and the sum of such calculation will be the price for the “TOTAL Initial Term” (column F) for that Item 6-Table 7;

$$F = (E \times D)$$

- (c) For each of the Items 1 to 5-Table 7, the firm price of the period of the Optional Term (column H) will be multiplied by the specified quantity of Field Office Assembly or Headquarters Assembly (column G) and the sum of such calculation will be the price for the “TOTAL Optional Term” (column I) for that Item 1 to 5-Table 7;

$$I = (H \times G)$$

- (d) For Item 6-Table 7, the firm price of the period of the Optional Term (column H) will be multiplied by the specified quantity of federal general election or referendum in column G and the sum of such calculation will be the price for the “TOTAL Optional Term” (column I) for that Item 6-Table 7;

$$I = (H \times G)$$

- (e) For each of the Items 1 to 5-Table 7 and the Item 6-Table 7, the “EXTENDED TOTAL” (column J) will be calculated by adding the “TOTAL Initial Term” (column F) and the “TOTAL Optional Term” (column I) and the total price of each of columns F, I and J will be automatically carried over to Table 1 – Summary of all Pricing Tables.

$$J = (F + I)$$

1.10 Table 8 – Event Simulation

1.10.1 Bidders must provide a firm price for the period of the Initial Term and for the Optional Term for those
Part 8 – Financial Evaluation Criteria

services set out in Section 7.1 of the SOW for each of the Field Office Assembly listed in column B and identified as items 1 to 4 in Pricing Table 8 (the “Table 8 Event Simulation”). These firm prices will be used for the purpose of pricing Task Requests (as such term is defined in the Articles of Agreement).

1.10.2 For the purpose of the financial evaluation of proposals of those bidders that successfully attained Phase 3 in accordance with Part 4 – Evaluation and Basis of Selection:

- (a) For each of the Table 8 Event Simulation, the firm price for the period of the Initial Term (column E) will be multiplied by the specified quantity of Field Offices in column D and the sum of such calculation will be the price for the “TOTAL Initial Term” (column F) for that Table 8 Event Simulation.

$$F = (E \times D)$$

- (b) For each of the Table 8 Event Simulation, the firm price of the period of the Optional Term (column H) will be multiplied by the specified quantity of Field Offices in column G and the sum of such calculation will be the price for the “TOTAL Optional Term” (column I) for that Table 8 Event Simulation;

$$I = (H \times G)$$

- (c) For each of the Table 8 Event Simulation, the “EXTENDED TOTAL” (column J) will be calculated by adding the “TOTAL Initial Term” (column F) and the “TOTAL Optional Term” (column I) and the total prices for each of columns F, I and J will be automatically carried over to Table 1 – Summary of all Pricing Tables.

$$J = (F + I)$$

1.11 Table 9 – New Services – Professional Services

1.11.1 Bidders must provide a firm all inclusive per diem rate for the period of the Initial Term and for the Optional Term for each of the resources described in Appendix B of the SOW as listed in column B and identified as item 1-10 in Pricing Table 9 (the “Table 9 Professional Services”). These per diem rates will be used for the purpose of pricing Task Requests (as such term is defined in the Articles of Agreement).

1.11.2 For the purpose of the financial evaluation of proposals of those bidders that successfully attained Phase 3 in accordance with Part 4 – Evaluation and Basis of Selection:

- (a) For each of the Table 9 Professional Services, the firm all inclusive per diem rate of the three years of the Initial Term (column H, I and J) will be multiplied by the respective quantity corresponding to each year (columns E, F and G) -- $[(H \times E) + (I \times F) + (J \times G)]$ -- and the sum of such calculation will be the price for the “TOTAL Initial Term” (column K) for that Table 9 Professional Services;

$$K = (H \times E) + (I \times F) + (J \times G)$$

- (b) For each of the Table 9 Professional Services, the firm all inclusive per diem rate of the three years of the Optional Term (columns O, P and Q) will be multiplied by the respective quantity corresponding to each year (columns L, M and N) -- $[(L \times O) + (M \times P) + (N \times Q)]$ -- and the sum of such calculation will be the price for the "TOTAL Optional Term" (column R) for that Table 9 Professional Services;

$$R = (O \times L) + (P \times M) + (Q \times N)$$

- (c) For each of the Table 9 Professional Services, the "EXTENDED TOTAL" (column S) will be calculated by adding the "TOTAL Initial Term" (column K) and the "TOTAL Optional Term" (column R) which will be automatically carried over to Table 1 – Summary of all Pricing Tables.

$$S = (K + R)$$

2. Letter of Credit

2.1 Requirement at Proposal Closing Date

- 2.1.1 Bidders must provide proof in the form of a letter from a financial institution that is a member of the Canadian Payments Association, which demonstrates the bidder's ability to secure a letter of credit in the amount of \$ 3,000,000 CAD on the terms and conditions set out in Annex J – Letter of Credit Requirement of the Contract.

Annex "A" – Proposal Pricing Table Template

See attached Excel Worksheets




Annex A - Proposal Pricing Table Template

to Part 8 - Financial Evaluation Criteria

Solicitation Number	
Bidder Name	

Instructions

1. Enter Bidder Name in the yellow cell above.
2. Complete this Pricing Table Workbook by completing the input worksheets for each of the tabs.

 Bidder input cells.
 Calculation cells (Locked)
 Informational cells

[Summary](#)

[Contract Management](#)

[COTS Equipment](#)

[Event Packaging Period](#)

[Event Simulation](#)

[Professional Services](#)

[COTS Software](#)

[Event Ready Period](#)

[Event Deployment & Support Period](#)

Table 1 – Summary of All Pricing Tables				
Table #	Pricing Table Description	Total - Initial Contract Term From Tables	Total - Optional Contract Term From Tables	Total - Extended Price From Tables
A	B	C	D	E
Table 1	Summary of all Pricing Tables	n/a	n/a	n/a
Table 2	Contract Management	\$ -	\$ -	\$ -
Table 3	COTS Equipment	\$ -	\$ -	\$ -
Table 4	COTS Software	\$ -	\$ -	\$ -
Table 5	Event Packaging Period	\$ -	\$ -	\$ -
Table 6	Event Ready Period	\$ -	\$ -	\$ -
Table 7	Event Deployment & Support Period	\$ -	\$ -	\$ -
Table 8	Event Simulation	\$ -	\$ -	\$ -
Table 9	Professional Services	\$ -	\$ -	\$ -
TOTAL Financial Evaluation Price		\$ -	\$ -	\$ -

Table 2 – Contract Management									
Item #	Requirement Description	SOW Ref #	Initial Contract Term		TOTAL (Initial Term)	Optional Contract Term		TOTAL (Optional Term)	EXTENDED TOTAL
			Quantity (Months) in Term	Firm Monthly Price		Quantity (Months) in Term	Firm Monthly Price		
A	B	C	D	E	F = (E x D)	G	H	I = (G x H)	J = (F + I)
Work Management Plan									
1	Work Management Plan Administration	2.1	36	\$ -	\$ -	36	\$ -	\$ -	\$ -
Web-based Administration Interface									
2	Web-based Administration Interface	2.2	36	\$ -	\$ -	36	\$ -	\$ -	\$ -
Support Desk									
3	Non-Event On-Call Support	6.1	36	\$ -	\$ -	36	\$ -	\$ -	\$ -
TOTAL for Contract Terms - Table 2 – Contract Management Carried over to Table 1					\$ -			\$ -	\$ -

Table 3 – COTS Equipment

Item #	Requirement Description	SOW Ref #	Yearly Quantities			Initial Contract Term			TOTAL (Initial Term)	Yearly Quantities			Optional Contract Term			TOTAL (Optional Term)	EXTENDED TOTAL					
			Year 1	Year 2	Year 3	Quantity (Months) in Term	Contract Year 1 Firm Monthly Price	Contract Year 2 Firm Monthly Price		Contract Year 3 Firm Monthly Price	Year 1	Year 2	Year 3	Quantity (Months) in Term	Option Year 1 Firm Monthly Price			Option Year 2 Firm Monthly Price	Option Year 3 Firm Monthly Price			
			D	E	F	G	H	I		J	L	M	N	O	P			Q	R			
A	B	C	D	E	F	G	H	I	J	K = [(HxD)+(IxE)+(JxF)] x G			L	M	N	O	P	Q	R	S = [(PxL)+(QxM)+(RxN)] x O		T = (K + S)
COTS Equipment																						
1	Business Server	Appdx 'A' s.2.1	355	1	1	36	\$ -	\$ -	\$ -	\$ -	355	1	1	36	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
2	Tablet	Appdx 'A' s.3.1	5	1	1	36	\$ -	\$ -	\$ -	\$ -	5	1	1	36	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
3	Laptop Computer	Appdx 'A' s.4.1	710	1	1	36	\$ -	\$ -	\$ -	\$ -	1066	1	1	36	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
4	Laptop Terminal	Appdx 'A' s.5.1	5	1	1	36	\$ -	\$ -	\$ -	\$ -	5	1	1	36	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
5	Desktop Computer	Appdx 'A' s.6.1	5782	1	1	36	\$ -	\$ -	\$ -	\$ -	5782	1	1	36	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
6	Monochrome Printer - Small	Appdx 'A' s.7.1	289	1	1	36	\$ -	\$ -	\$ -	\$ -	289	1	1	36	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
7	Monochrome Printer - Large	Appdx 'A' s.8.1	544	1	1	36	\$ -	\$ -	\$ -	\$ -	544	1	1	36	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
8	Colour MFD	Appdx 'A' s.9.1	502	1	1	36	\$ -	\$ -	\$ -	\$ -	502	1	1	36	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
9	UTM Appliance	Appdx 'A' s.10.1	617	1	1	36	\$ -	\$ -	\$ -	\$ -	617	1	1	36	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
10	Network Switch	Appdx 'A' s.11.1	355	1	1	36	\$ -	\$ -	\$ -	\$ -	355	1	1	36	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
11	UPS Appliance	Appdx 'A' s.12.1	617	1	1	36	\$ -	\$ -	\$ -	\$ -	617	1	1	36	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
12	Bar Code Scanner	Appdx 'A' s.13.1	25	1	1	36	\$ -	\$ -	\$ -	\$ -	2146	1	1	36	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
13	Electronic Signature Pad	Appdx 'A' s.14.1	5	1	1	36	\$ -	\$ -	\$ -	\$ -	445	1	1	36	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
TOTAL for Contract Terms - Table 3 – COTS Equipment Carried over to Table 1										\$ -							\$ -	\$ -				

Table 4 – COTS Software

Item #	Requirement Description	SOW Ref #	Initial Contract Term			TOTAL (Initial Term)	Optional Contract Term			TOTAL (Optional Term)	EXTENDED TOTAL
			Required Licenses	Quantity (Months) Deployed	Firm Monthly Price		Required Licenses	Quantity (Months) Deployed	Firm Monthly Price		
A	B	C	D	E	F	$G = (D \times E) \times F$	H	I	J	$K = (H \times I) \times J$	$L = G + K$
COTS Software											
1	Licenses for production release of Windows Server – Standard = WinSvrStd ALNG LicSAPk MVL 1Proc (P73-04837)	3.7.1 & Appdx 'A' s.16	338	2	\$ -	\$ -	338	4	\$ -	\$ -	\$ -
2	Licenses for production release of Windows Remote Desktop Services = WinRmtDsktpSrvcsSAL ALNG LicSAPk MVL (6WC-00002)	3.7.1 & Appdx 'A' s.16	4216	2	\$ -	\$ -	4216	4	\$ -	\$ -	\$ -
3	Licenses for production release of workstation Windows Professional operating system = WinPro ALNG UpgrdSAPk MVL SAL (FQC-02426)	3.7.1 & Appdx 'A' s.16	6671	2	\$ -	\$ -	6671	4	\$ -	\$ -	\$ -
4	Licenses for production release Office Suite - Standard = OfficeStd ALNG LicSAPk MVL SAL (021-08183)	3.7.1 & Appdx 'A' s.16	5251	2	\$ -	\$ -	5251	4	\$ -	\$ -	\$ -
5	Multilanguage Pack licenses for production release Office Suite - Standard = OfficeMultiLangPk ALNG LicSAPk MVL SAL (79H-00128)	3.7.1 & Appdx 'A' s.16	525	2	\$ -	\$ -	525	4	\$ -	\$ -	\$ -
6	Licenses for Antivirus software	3.7.2 & Appdx 'A' s.16	7009	2	\$ -	\$ -	7009	4	\$ -	\$ -	\$ -
7	Licenses for IDS & IPS software	3.7.2 & Appdx 'A' s.16	7009	2	\$ -	\$ -	7009	4	\$ -	\$ -	\$ -
8	Licenses for Web-based Administration Interface managed devices	3.7.3 & Appdx 'A' s.2.1, 10.1	923	2	\$ -	\$ -	923	4	\$ -	\$ -	\$ -
TOTAL for Contract Terms - Table 4 – COTS Software						\$ -				\$ -	\$ -
Carried over to Table 1											

Table 5 – Event Packaging Period									
Item #	Requirement Description	SOW Ref #	Initial Contract Term		TOTAL (Initial Term)	Optional Contract Term		TOTAL (Optional Term)	EXTENDED TOTAL
			Quantity of Field Offices/ Headquarters (items 1-5) or event (item 6)	Firm Term Price		Quantity of Field Offices / Headquarters (items 1-5) or event (item 6)	Firm Term Price		
A	B	C	D	E	F = (E x D)	G	H	I = (H x G)	J = (F + I)
1	Per RO Office Blueprint	4.2 & Appdx 'C' s.2 & 4	12	\$ -	\$ -	12	\$ -	\$ -	\$ -
2	Per AARO Office Blueprint	4.2 & Appdx 'C' s.2 & 5	6	\$ -	\$ -	6	\$ -	\$ -	\$ -
3	Per Polling Location Blueprint	4.2 & Appdx 'C' s.2 & 6	3	\$ -	\$ -	150	\$ -	\$ -	\$ -
4	Per AVM - Field Office Blueprint	4.2 & Appdx 'C' s.2 & 7	110	\$ -	\$ -	110	\$ -	\$ -	\$ -
5	For Headquarters Blueprint	5.1.2, 5.1.3 & Appdx 'C' s.2 & 8	2	\$ -	\$ -	2	\$ -	\$ -	\$ -
6	Per General Election & Referendum (338 RO & 140 AARO)	4.2 & Appdx 'C' s.2, 4, 5	1	\$ -	\$ -	2	\$ -	\$ -	\$ -
TOTAL for Contract Terms - Table 5 – Event Packaging Period Carried over to Table 1					\$ -			\$ -	\$ -

Table 6 – Event Ready Period									
Item #	Requirement Description	SOW Ref #	Initial Contract Term		TOTAL (Initial Term)	Optional Contract Term		TOTAL (Optional Term)	EXTENDED TOTAL
			Quantity of Assemblies	Firm Monthly Price		Quantity of Assemblies	Firm Monthly Price		
A	B	C	D	E	F = (E x D)	G	H	I = (H x G)	J = (F + I)
1	Per RO Office Assembly	4.3	135	\$ -	\$ -	135	\$ -	\$ -	\$ -
2	Per AARO Office Assembly	4.3	70	\$ -	\$ -	70	\$ -	\$ -	\$ -
3	Per Polling Location Assembly	4.3	1	\$ -	\$ -	1	\$ -	\$ -	\$ -
4	Per AVM - Field Office Assembly	4.3	11	\$ -	\$ -	11	\$ -	\$ -	\$ -
TOTAL for Contract Terms - Table 6 – Event Ready Period Carried over to Table 1					\$ -			\$ -	\$ -

Table 7 – Event Deployment & Support Period									
Item #	Requirement Description	SOW Ref #	Initial Contract Term		TOTAL (Initial Term)	Optional Contract Term		TOTAL (Optional Term)	EXTENDED TOTAL
			Quantity of Assemblies (items 1-5) or event (item 6)	Firm Term Price		Quantity of Assemblies (items 1-5) or event (item 6)	Firm Term Price		
A	B	C	D	E	F = (E x D)	G	H	I = (H x G)	J = (F + I)
1	Per RO Office Assembly	4.4	12	\$ -	\$ -	12	\$ -	\$ -	\$ -
2	Per AARO Office Assembly	4.4	6	\$ -	\$ -	6	\$ -	\$ -	\$ -
3	Per Polling Location Assembly	4.4	3	\$ -	\$ -	150	\$ -	\$ -	\$ -
4	Per AVM - Field Office Assembly	4.4	110	\$ -	\$ -	110	\$ -	\$ -	\$ -
5	For Headquarters Assembly	5.1.4, 5.1.5 & 5.1.6	2	\$ -	\$ -	2	\$ -	\$ -	\$ -
6	Per General Election & Referendum (338 RO & 140 AARO)	4.4	1	\$ -	\$ -	2	\$ -	\$ -	\$ -
TOTAL for Contract Terms - Table 7 – Event Deployment & Support Period Carried over to Table 1					\$ -			\$ -	\$ -

Table 8 – Event Simulation									
Item #	Requirement Description	SOW Ref #	Initial Contract Term		TOTAL (Initial Term)	Optional Contract Term		TOTAL (Optional Term)	EXTENDED TOTAL
			Quantity of Field Offices	Firm Term Price		Quantity of Field Offices	Firm Term Price		
A	B	C	D	E	F = (E x D)	G	H	I = (H x G)	J = (F + I)
1	Per RO Office Assembly	7.1	10	\$ -	\$ -	10	\$ -	\$ -	\$ -
2	Per AARO Office Assembly	7.1	4	\$ -	\$ -	4	\$ -	\$ -	\$ -
3	Per Polling Location Assembly	7.1	2	\$ -	\$ -	2	\$ -	\$ -	\$ -
4	Per AVM - Field Office Assembly	7.1	2	\$ -	\$ -	2	\$ -	\$ -	\$ -
TOTAL for Contract Terms - Table 8 – Event Simulation Carried over to Table 1					\$ -			\$ -	\$ -

Table 9 – New Services - Professional Services																		
Item #	Requirement Description	Level	SOW Ref #	Yearly Quantities			Initial Contract Term			TOTAL (Initial Term)	Yearly Quantities			Optional Contract Term			TOTAL (Optional Term)	EXTENDED TOTAL
				Year 1	Year 2	Year 3	Contract Year 1 Firm All Inclusive Per Diem Rate	Contract Year 2 Firm All Inclusive Per Diem Rate	Contract Year 3 Firm All Inclusive Per Diem Rate		Year 1	Year 2	Year 3	Option Year 1 Firm All Inclusive Per Diem Rate	Option Year 2 Firm All Inclusive Per Diem Rate	Option Year 3 Firm All Inclusive Per Diem Rate		
A	B	C	D	E	F	G	H	I	J	K= (Hx E)+(Ix F)+(Jx G)	L	M	N	O	P	Q	R = (Ox L)+(Px M)+(Qx N)	S = K+ R
1	Project Manager	1	8.1 & Appdx 'B' s.1	100	25	25	\$ -	\$ -	\$ -	\$ -	100	25	100	\$ -	\$ -	\$ -	\$ -	\$ -
		2		50	50	50	\$ -	\$ -	\$ -	\$ -	50	50	50	\$ -	\$ -	\$ -	\$ -	\$ -
2	Systems Analyst	1	8.1 & Appdx 'B' s.2	100	50	50	\$ -	\$ -	\$ -	\$ -	100	50	100	\$ -	\$ -	\$ -	\$ -	\$ -
		2		50	50	50	\$ -	\$ -	\$ -	\$ -	50	50	50	\$ -	\$ -	\$ -	\$ -	\$ -
3	Software Developer	1	8.1 & Appdx 'B' s.3	50	50	50	\$ -	\$ -	\$ -	\$ -	50	50	50	\$ -	\$ -	\$ -	\$ -	\$ -
		2		50	50	50	\$ -	\$ -	\$ -	\$ -	50	50	50	\$ -	\$ -	\$ -	\$ -	\$ -
4	Technical Writer	1	8.1 & Appdx 'B' s.4	50	50	50	\$ -	\$ -	\$ -	\$ -	50	50	50	\$ -	\$ -	\$ -	\$ -	\$ -
		2		50	50	50	\$ -	\$ -	\$ -	\$ -	50	50	50	\$ -	\$ -	\$ -	\$ -	\$ -
5	Technology Architect	1	8.1 & Appdx 'B' s.5	50	50	50	\$ -	\$ -	\$ -	\$ -	50	50	50	\$ -	\$ -	\$ -	\$ -	\$ -
		2		50	50	50	\$ -	\$ -	\$ -	\$ -	50	50	50	\$ -	\$ -	\$ -	\$ -	\$ -
6	Technical Architect	1	8.1 & Appdx 'B' s.6	100	50	50	\$ -	\$ -	\$ -	\$ -	100	50	100	\$ -	\$ -	\$ -	\$ -	\$ -
		2		50	50	50	\$ -	\$ -	\$ -	\$ -	50	50	50	\$ -	\$ -	\$ -	\$ -	\$ -
7	System Administrator	1	8.1 & Appdx 'B' s.7	1500	50	50	\$ -	\$ -	\$ -	\$ -	1500	50	1500	\$ -	\$ -	\$ -	\$ -	\$ -
		2		1000	50	50	\$ -	\$ -	\$ -	\$ -	1000	50	1000	\$ -	\$ -	\$ -	\$ -	\$ -
8	IT Security Analyst	1	8.1 & Appdx 'B' s.8	100	50	50	\$ -	\$ -	\$ -	\$ -	100	50	100	\$ -	\$ -	\$ -	\$ -	\$ -
		2		50	50	50	\$ -	\$ -	\$ -	\$ -	50	50	50	\$ -	\$ -	\$ -	\$ -	\$ -
9	Business System Analyst	1	8.1 & Appdx 'B' s.9	100	50	50	\$ -	\$ -	\$ -	\$ -	100	50	100	\$ -	\$ -	\$ -	\$ -	\$ -
		2		50	50	50	\$ -	\$ -	\$ -	\$ -	50	50	50	\$ -	\$ -	\$ -	\$ -	\$ -
10	Quality Assurance Specialist	1	8.1 & Appdx 'B' s.10	50	50	50	\$ -	\$ -	\$ -	\$ -	50	50	50	\$ -	\$ -	\$ -	\$ -	\$ -
		2		50	50	50	\$ -	\$ -	\$ -	\$ -	50	50	50	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL for Contract Terms - Table 9 – New Services - Professional Services Carried over to Table 1										\$ -							\$ -	\$ -

Event Field Office Services

PART 9

Certificates

Certificates

1. Independent Proposal

1.1. I, the undersigned, on behalf of _____ [insert name of Bidder] (the "Bidder") in submitting the accompanying proposal (the "proposal") to Elections Canada for the Event Field Office Services hereby make the following statements, that I certify to be true and complete in every respect:

- (a) I have read and I understand the contents of this Certificate;
- (b) I understand that the proposal will be disqualified if this Certificate is found not to be true and complete in every respect;
- (c) I am authorized by the Bidder to sign this Certificate, and to submit the proposal, on behalf of the Bidder;
- (d) each person whose signature appears on the proposal has been authorized by the Bidder to determine the terms of, and to sign, the proposal, on behalf of the Bidder;
- (e) for the purpose of this Certificate and the proposal. I understand that the word "competitor" shall include any individual or organization, other than the Bidder, whether or not an Affiliate of the Bidder, who:
 - i. has been requested to submit a proposal in response to the request for proposal;
 - ii. could potentially submit a proposal in response to the request for proposal, based on their qualification, abilities or experience;
- (f) the Bidder disclosed that (check one of the following, as applicable):

- i. the Bidder has arrived at the proposal independently from, and without consultation, communication, agreement or arrangement with, any competitor;

OR

- ii. the Bidder has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this call for proposals, and the Bidder disclosed, in the attached documents (s) complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultation, communications, agreements or arrangements.

- (g) in particular, without limiting the generality of subparagraphs (f)i. or (f)ii. above, there has been no consultation, communications, agreement or arrangement with any competitor regarding:
- i. prices
 - ii. methods, factors or formulas used to calculate prices;
 - iii. the intention or decisions to submit, or not to submit, a proposal; or
 - iv. the submission of a proposal which does not meet the specifications of the call for proposals;
- except as specifically disclosed pursuant to subparagraph (f)ii. above:
- (h) in addition, there has been no consultation, communications, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the products or services to which this call for proposals relates, except as specially authorized by the Contracting Authority or as specifically disclosed pursuant to subparagraph (f)ii. above;
- (i) the terms of the proposal have not been, and will not be, knowingly disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official proposal opening, or of the awarding of the contract, whichever comes first, unless otherwise required by law or as specially disclosed pursuant to subparagraph (f)ii. above.

2. Federal Contractors Program

- 2.1. The Federal Contractors Program for employment equity is intended to address employment disadvantage for the four designated groups: women, Aboriginal peoples, persons with disabilities and members of visible minorities. Further information is available on the Human Resources and Skills Development Canada (HRSDC) Website.
- 2.2. The Bidder certifies as follows (check only one of the following):
- (a) it does not have a work force in Canada;
 - (b) it is a public sector employer;
 - (c) it is a [federally regulated employer](#) being subject to the *Employment Equity Act*;
 - (d) it has a combined work force in Canada of less than 100 employees. A combined work force includes: permanent full-time, permanent part-time and temporary employees. Temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students;
 - (e) it has a combined workforce in Canada of 100 or more employees; and

- i. it already has a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with HRSDC-Labour.

OR

- ii. it has submitted the [Agreement to Implement Employment Equity \(LAB1168\)](#) to HRSDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to HRSDC-Labour.

2.3. The Bidder further certifies as follows (check only one of the following):

- (a) it is not a joint venture;

OR

- (b) it is a joint venture. In the event that the Bidder is a joint venture, each member of the joint venture must provide the Contracting Authority with a certificate containing the certification set-out in Section 2.2 of this Certificate.

3. Former Public Servant

3.1. 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.

3.2. For the purposes of this clause,

“former public servant” is any former member of a department as defined in the *Financial Administration Act*, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- (a) an individual;
- (b) an individual who has incorporated;
- (c) a partnership made of former public servants; or
- (d) a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

“lump sum payment period” means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

“pension” means, in the context of the fee abatement formula, a pension or annual allowance paid under the *Public Service Superannuation Act (PSSA)*, R.S., 1985, c. P-36, and any increases paid pursuant to the *Supplementary Retirement Benefits Act*, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the *Canadian Forces Superannuation Act*, R.S., 1985, c. C-17, the *Defence Services Pension Continuation Act*, 1970, c. D-3, the *Royal Canadian Mounted Police Pension Continuation Act*, 1970, c. R-10, and the *Royal Canadian Mounted Police Superannuation Act*, R.S., 1985, c. R-11, the *Members of Parliament Retiring Allowances Act*, R.S., 1985, c. M-5, and that portion of pension payable to the *Canada Pension Plan Act*, R.S., 1985, c. C-8.

3.3. Is the Bidder a FPS in receipt of a pension as defined above? **YES** **NO**

If yes, the Bidder must provide the following information:

- (a) name of former public servant;
- (b) date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder’s status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with *Contracting Policy Notice: 2012-2* and the *Guidelines on the Proactive Disclosure of Contracts*.

3.4. Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **YES** **NO**

If yes, the Bidder must provide the following information:

- (a) name of former public servant;
- (b) conditions of the lump sum payment incentive;
- (c) date of termination of employment;
- (d) amount of lump sum payment;
- (e) rate of pay on which lump sum payment is based;

- (f) period of lump sum payment including start date, end date and number of weeks;
- (g) number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.

3.5. For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.

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

4. Status and Availability of Resources

4.1. 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 20 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.

4.2. If the Bidder has proposed any resource who is not an employee of the Bidder, the Bidder certifies that it has the permission from that resource to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Elections Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the resource, of the permission given to the Bidder and of his/her availability.

5. Annual Revenues

5.1. The Bidder certifies that in its three most recent fiscal years it had annual gross revenues in excess of \$25,000,000.

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

6.1. The Bidder hereby certifies that it has reviewed the requirements of this RFP, the resulting contract clauses and, in particular, the requirements concerning the protection of personal information. The Bidder also certifies that it will comply with those terms and ensure that personal information that is managed, accessed, collected, used, disclosed, retained, received, created, or disposed of in order to fulfil the requirements of the Contract shall be treated in accordance with the *Privacy Act*, R.S. 1985, c. P-21, the *Personal Information Protection and Electronic Documents Act*, 2000, c. 5, and Treasury Board privacy policies.

7. General

- 7.1. This certification shall be true and correct throughout the term of the Contract with the same force and effect as if continuously made throughout the term of the Contract.
- 7.2. Furthermore, the Bidder acknowledges that Elections Canada shall rely on this certification to award the Contract. Should the Bidder fail to comply with this certification or in the event that verification or inspection by Elections Canada discloses a misrepresentation on the part of the Bidder, Elections Canada shall have the right to treat any contract resulting from this proposal as being in default and to terminate it pursuant to the default provisions of the Contract.

Signature of the Authorized Representative of Bidder

Date

Print Name of Authorized Representative of Bidder:

Print Title of Authorized Representative of Bidder:

Event Field Office Services

PART 10

41st General Election Field Office Locations

41st General Election Field Office Locations

ED	Office Type	Location Name	Civic Address	City	Postal Code
10001	RO Office	Edmunds Building	612 Conception Bay Hwy	Clarke's Beach	A0A1W0
10002	RO Office	McCurdy Complex	1 Markham Pl	Gander	A1V1W8
10003	RO Office	The Pepsi Centre	1 Canada Games Pl	Corner Brook	A2H6C9
10004	RO Office	Elections Canada	2 Bowell St	Happy Valley-Goose Bay	A0P1C0
10005	RO Office	Shipyards South Annex	267 Ville Marie Dr	Marystown	A0E2M0
10006	RO Office	Kensington Gate	386 Stavanger Dr	St. John's	A1A5M9
10007	RO Office	Elections Canada	11 Commonwealth Ave	Mount Pearl	A1N1W4
11001	RO Office	Former Holland College	544 Main St	Montague	C0A1R0
11002	RO Office	Homburg Financial Tower	98 Fitzroy St	Charlottetown	C1A1R7
11003	RO Office	Harbour Quay	261 Harbour Dr	Summerside	C1N5P1
11004	RO Office	Bonshaw Community Centre	25 Green Rd	Bonshaw	C0A1C0
12001	RO Office	Pembroke Building	60 McKeen St	Glace Bay	B1A5B9
12002	RO Office	Herron Pre-Owned Building	610 Westville Rd	New Glasgow	B2H2J8
12003	RO Office	Dartmouth Shopping Centre	2-118 Wyse Rd	Dartmouth	B3A1N7
12004	RO Office	Quinpool Education Centre (Windsor St)	234-6067 Quinpool Rd	Halifax	B3L1A2
12005	RO Office	Bedford Place Mall	2050-1658 Bedford Hwy	Bedford	B4A2X9
12006	RO Office	Kentville Federal Building	495 Main St	Kentville	B4N3X1
12007	RO Office	Grinner's Food Systems	966 Prince St	Truro	B2N1H8
12008	RO Office	Elections Canada	6-32 Glendale Ave	Lower Sackville	B4C3M1
12009	RO Office	Elections Canada (Old Dooleys)	373 King St	Bridgewater	B4V1B1
12010	RO Office	Ukrainian Parish Hall	51 West St	Sydney	B1N1R9
12011	RO Office	Sacred Heart Parish Hall	9636 Hwy 1	Saulnierville	B0W2Z0
13001	RO Office	Motel Tracadie-Sheila	3068 Principale St	Tracadie-Sheila	E1X1A2
13002	RO Office	Scrutin / RO	468 Rte 530	Grande-Digue	E4R5K3
13003	RO Office	Knowledge Park	10 Knowledge Park Dr	Fredericton	E3C2M7
13004	RO Office	Corinthian Lodge (Masonic Hall)	6 Church St	Hampton	E5N5B3
13005	RO Office	Meubles Prix Budget	59 Queen St	Edmundston	E3V1A4
13006	RO Office	United Church Centre	556 King George Hwy	Miramichi	E1V1N3

13007	RO Office	Terminal Centre Building	4001-1234 Main St	Moncton	E1C1H7
13008	RO Office	Garcelon Building	170 Milltown Blvd	St. Stephen	E3L1G8
13009	RO Office	Parkway Mall	212 McAllister Dr	Saint John	E2J2S5
13010	RO Office	Gestion Pelletier	840-A Everard H. Daigle Blvd	Grand-Falls	E3Z3C8
24001	RO Office	CJMM Building	189 Murdoch Av	Rouyn-Noranda	J9X1E3
24002	RO Office	Édifce Chabanel	1011-9310 Saint-Laurent Blvd	Montréal	H2N1N4
24003	RO Office	Centre Duvernay	210-3100 de la Concorde Blvd E	Laval	H7E2B8
24004	RO Office	Univers du Meuble	370 Bethany Av	Lachute	J8H4G8
24005	RO Office	Beaulieu Building	18420 Lacroix Blvd	Saint-Georges	G5Y5B8
24006	RO Office	Centre Sportif Salaberry-de-Valleyfield	4949 Hébert Blvd	Salaberry-de-Valleyfield	J6S6C2
24007	RO Office	Elections Canada	825 des Capucins Blvd	Québec	G1J3S2
24008	RO Office	Carrefour Trois-Rivières-Ouest	655-4520 des Récollets Blvd	Trois-Rivières	G9A4N2
24009	RO Office	Centre Frédérick Banting	11135 Alfred St	Montréal-Nord	H1G5B6
24010	RO Office	Domaine du Parc	40-175 Principale St	Cowansville	J2K3L9
24011	RO Office	Place du Commerce	100-1 Place du Commerce St	Brossard	J4W2Z7
24012	RO Office	Elections Canada	347 Duvernay St	Beloil	J3G5S8
24013	RO Office	Cité Quatre Saisons	101A-530 de l'Atrium Blvd	Québec	G1H7H1
24014	RO Office	Les promenades Ste-Anne	10909 Sainte-Anne Blvd	Sainte-Anne-de-Beaupré	G0A3C0
24015	RO Office	Elections Canada	164 Industriel Blvd E	Châteauguay	J6J4Z2
24016	RO Office	Place Haute-Ville	32-245 Riverin St	Chicoutimi	G7H4R6
24017	RO Office	RO Office - Compton Stanstead	219 Queen St	Sherbrooke	J1M1K4
24018	RO Office	Édifce Montplaisir	269 Lindsay St	Drummondville	J2B1G2
24019	RO Office	Couronne Plus	13 des Cerisiers St	Gaspé	G4X2M1
24020	RO Office	Les Promenades de l'Outaouais	1100 Maloney Blvd W	Gatineau	J8T6G3
24021	RO Office	Elections Canada	226-2030 Pie IX Blvd	Montréal	H1V2C8
24022	RO Office	Elections Canada	9150 Maurice-Duplessis Blvd	Montréal	H1E7C2
24023	RO Office	Elections Canada	768 Saint-Joseph Blvd	Gatineau	J8Y4B8
24024	RO Office	Église Notre-Dame de la Paix	3465 La Salle Blvd	Verdun	H4G1Z2
24025	RO Office	Édifce Guilbault	499 Calixa-Lavallée St	Joliette	J6E7E2
24026	RO Office	Centre St-Dominique (coop funéraire)	2555 Saint-Dominique St	Jonquière	G7X6J6
24027	RO Office	Elections Canada	151 Alston Av	Pointe-Claire	H9R5V9
24028	RO Office	Roussin Community Centre	R-44-12045 Notre-Dame St E	Montréal	H1B2Y9
24029	RO Office	Cecil Newman School	171 Orchard St	LaSalle	H8R3G3
24030	RO Office	Carrefour des Trois Villages	R-220, ch du Lac Millette	Saint-Sauveur	J0R1R3

24031	RO Office	A-1 Mini Entrepasage (4e étage)	2250 De Maisonneuve Blvd E	Montréal	H2K2E5
24032	RO Office	Elections Canada	666 Saint-Martin Blvd W	Laval	H7M5G4
24033	RO Office	Elections Canada	14 Samson Blvd	Laval	H7X2Y9
24034	RO Office	Place Émeraude	4060 de la Rive-Sud Blvd	Lévis	G6W6N2
24035	RO Office	Élections Canada	2199 Fernand-Lafontaine Blvd	Longueuil	J4G2V7
24036	RO Office	Cilvin Building	3340 des Églises Av	Charny (Lévis)	G6X1W4
24037	RO Office	Elections Canada	100-2511, ch Sainte-Foy	Québec	G1V1T7
24038	RO Office	Centre Loretteville	11150 Valcartier Blvd	Québec	G2A2M5
24039	RO Office	ELECTIONS CANADA (former clinic)	405 Arnaud Av	Sept-Îles	G4R3B3
24040	RO Office	Place Labelle	100-212 Curé-Labelle Blvd	Sainte-Thérèse	J7E2X7
24041	RO Office	Jean Coutu Building	548 du Phare Av E	Matane	G4W1A7
24042	RO Office	Les Galeries de Thetford	520 Frontenac Blvd W	Thetford Mines	G6G5V9
24043	RO Office	Elections Canada	3100 Mascouche Blvd	Mascouche	J7K1Y4
24044	RO Office	Elections Canada	350-5165 Queen Mary St	Montréal	H3W1X7
24045	RO Office	Claude Duranceau Building	1440 Notre Dame St	Lachine	H8S2E1
24046	RO Office	Elections Canada	857, 5e av	Val-d'Or	J9P1C1
24047	RO Office	Elections Canada (2nd floor)	212-6615, ch de la Côte-des-Neiges	Montréal	H3S2B3
24048	RO Office	Casa d'Italia (Basement)	505 Jean-Talon St E	Montréal	H2R1T6
24049	RO Office	Dollard Shopping Centre	4850 des Sources Blvd	Dollard-des-Ormeaux	H8Y3C7
24050	RO Office	St. Stephen's Anglican Church	45, ch Donaldson	Buckingham	J8L1Y6
24051	RO Office	Library and Archives Canada	75 de Hambourg St	Saint-Augustin-de-Desmaures	G3A1S6
24052	RO Office	Les Facades de la Gare	30-400 Jean-Lesage Blvd	Québec	G1K8W1
24053	RO Office	Elections Canada	103-515 Leclerc St	Repentigny	J6A8G9
24054	RO Office	Les Promenades de Sorel	30-450 Poliquin Blvd	Sorel-Tracy	J3P7R5
24055	RO Office	Ex-BuroPro	102 des Bois-Francs Blvd N	Victoriaville	G6P1E7
24056	RO Office	Les Galeries G.P.	92, 2e rue W	Rimouski	G5L8B3
24057	RO Office	Les Promenades Deux-Montagnes	2801 des Promenades Blvd	Sainte-Marthe-sur-le-lac	J0N1P0
24058	RO Office	Centre commercial Rivière-du-Loup	3E-298 Armand-Thériault Blvd	Rivière-du-Loup	G5R4C2
24059	RO Office	L'ancien automobiles Cordiale	962 Labelle St N	Saint-Jérôme	J7Z5N1
24060	RO Office	Ancien Jean-Coutu	1390 Wallberg Blvd	Dolbeau-Mistassini	G8L1H1
24061	RO Office	Elections Canada	100-5650 d'Iberville St	Montréal	H2G2B3
24062	RO Office	Royal Oak School	3555 Rocheleau St	Saint-Hubert	J3Y4T6
24063	RO Office	Elections Canada	5530 Trudeau Av	Saint-Hyacinthe	J2S1H4
24064	RO Office	Heritage Place	269-100 Richelieu St	Saint-Jean-sur-Richelieu	J3B6X3

24065	RO Office	Elections Canada (6th floor)	650-1010 de Sérigny St	Longueuil	J4K5G7
24066	RO Office	Elections Canada	375 Deslauriers St	Saint-Laurent	H4N1W2
24067	RO Office	Elections Canada (5th Floor)	501-3565 Jarry St E	Montréal	H1Z2G1
24068	RO Office	JMG Place	1397, 6 av	Grand-Mère	G9T2J7
24069	RO Office	Olymbec	30 Saint-Antoine St S	Granby	J2G6W3
24070	RO Office	Congress Place	141-2655 King St W	Sherbrooke	J1L2G4
24071	RO Office	Elections Canada	634 des Seigneurs Blvd	Terrebonne	J6W0C8
24072	RO Office	Elections Canada	430 Saint-Laurent St	Trois-Rivières	G8T6H3
24073	RO Office	RO Office	21-A, route 201	Coteau-du-Lac	J0P1B0
24074	RO Office	Élections Canada	1855 du Souvenir St	Varenes	J3X1P7
24075	RO Office	Elections Canada	855-3400 de Maisonneuve Blvd W	Montréal	H3Z3B8
35001	RO Office	Sheridan Chev-Old	1800 Kingston Rd	Pickering	L1V1C6
35002	RO Office	Elections Canada	99 Spine Rd	Elliot Lake	P5A3S9
35003	RO Office	D.A. Campbell Entertainment	812 Old Highway 8	Rockton	L0R1X0
35004	RO Office	Kozlov Shopping Centre	C-21-400 Bayfield St N	Barrie	L4M5A1
35005	RO Office	Elections Canada	1450 O'Connor Dr	East York	M4B2T8
35006	RO Office	Sodhi Furniture	129 East Dr	Brampton	L6T1B5
35007	RO Office	Springdale Professional Building	302-2250 Bovaird Dr E	Brampton	L6R0W3
35008	RO Office	Rice Business Centre	24-190 Bovaird Dr W	Brampton	L7A1A2
35009	RO Office	Datasym	435 Elgin St	Brantford	N3S7P5
35010	RO Office	Upper Canada Place	12-460 Brant St	Burlington	L7R4B6
35011	RO Office	Polymer	1477 Bishop St N	Cambridge	N1R7J4
35012	RO Office	Kanata Research Park, Tower A	222-555 Legget Dr	Kanata	K2K2X3
35013	RO Office	Elections Canada	770 Richmond St	Chatham	N7M5J5
35014	RO Office	Mearns Building	100 Mearns Ave	Bowmanville	L1C5M3
35015	RO Office	St. Veronica Catholic School	30 Bank St	Toronto	M6K1R3
35016	RO Office	Parkwoods United Church	85 Parkwoods Village Dr E	Toronto	M3A2X9
35017	RO Office	The Donway	912-75 The Donway W	Toronto	M3C3M9
35018	RO Office	Westside Village Market	502-B Riddell Rd	Orangeville	L9W5L1
35019	RO Office	Mondo Bldg	136 Tycos Dr	Toronto	M6B1W8
35020	RO Office	Elections Canada	475 Talbot St	St. Thomas	N5P1C1
35021	RO Office	Sunparlor Junior School	492 County Road 8	Essex	N8M2W2
35022	RO Office	Elections Canada	11-1500 Royal York Rd	Etobicoke	M9P3B6
35023	RO Office	Elections Canada	3299 Lake Shore Blvd W	Toronto	M8W1M8

35024	RO Office	Synnex	210A-200 Ronson Dr	Toronto	M9W5Z9
35025	RO Office	Former Collège d'Arts Appliqués	2-765 Cameron St S	Hawkesbury	K6A2B7
35026	RO Office	Elections Canada	810 10th St W	Owen Sound	N4K3S1
35027	RO Office	Root Plaza	666 Woolwich St	Guelph	N1H7G5
35028	RO Office	Simcoe Chrysler	370 Queensway W	Simcoe	N3Y2N2
35029	RO Office	Town & Country Mall	55 Angeline St N	Lindsay	K9V5B7
35030	RO Office	Town Hall Annex	555 Industrial Dr	Milton	L9T6Z5
35031	RO Office	Elections Canada	275 James St N	Hamilton	L8R2L4
35032	RO Office	Greenhill Centre	7-625 Greenhill Ave	Hamilton	L8K5W9
35033	RO Office	Returning Office	275 Nebo Rd	Hamilton	L8W2E2
35034	RO Office	Grey Township Municipal	44264 Newry Rd	Brussels	N0G1H0
35035	RO Office	BDC Building	302-227 Second St	Kenora	P9N1G1
35036	RO Office	Elections Canada	6-375 Select Dr	Kingston	K7M8R1
35037	RO Office	HiWay Centre	1375 Weber St E	Kitchener	N2A3Y7
35038	RO Office	Forest Glen Shopping Plaza	19-700 Strasburg Rd	Kitchener	N2E2M2
35039	RO Office	Elections Canada	230 Regina St N	Waterloo	N2J3B6
35040	RO Office	Elections Canada	465 Advance Ave	Napanee	K7R4A7
35041	RO Office	Returning Office	B-133 King St W	Brockville	K6V6Z1
35042	RO Office	Argyle Mall	C22,23-1925 Dundas St	London	N5V1P7
35043	RO Office	Northland Mall	1275 Highbury Ave	London	N5Y1A8
35044	RO Office	Westmount Shopping Centre (PO Box 29010)	785 Wonderland Rd S	London	N6K1M6
35045	RO Office	Woodbine & Steeles Corporate Centre	312-7100 Woodbine Ave	Markham	L3R5J2
35046	RO Office	Kenwick Mall	51 Front St E	Strathroy	N7G1Y5
35047	RO Office	Traders Exchange	200-160 Traders Blvd E	Mississauga	L4Z3K7
35048	RO Office	Elections Canada	14-1224 Dundas St E	Mississauga	L4Y4A2
35049	RO Office	Elections Canada	43-4120 Ridgeway Dr	Mississauga	L5L5S9
35050	RO Office	Clarkson Plaza Elections Canada	1575 Clarkson Rd N	Mississauga	L5J2X1
35051	RO Office	Elections Canada	101-6745 Century Ave	Mississauga	L5N8C9
35052	RO Office	Elections Canada	500-36 Antares Dr	Nepean	K2E7W5
35053	RO Office	Elections Canada	776 Davis Dr	Newmarket	L3Y2R4
35054	RO Office	Hatch Building (3rd Floor)	4342 Queen St	Niagara Falls	L2E7J7
35055	RO Office	Elections Canada	25-239 St. Catharine St	Smithville	L0R2A0
35056	RO Office	Chelmsford Plaza	3-44 Main St E	Chelmsford	P0M1L0
35057	RO Office	Thomson Building	101 McIntyre St W	North Bay	P1B2Y5

35058	RO Office	Elections Canada c/o St Peters	240 College St	Cobourg	K9A3V2
35059	RO Office	Oak Ridges Marketplace	1B-13085 Yonge St	Richmond Hill	L4E3S8
35060	RO Office	Linbrook Public School	1079 Linbrook St E	Oakville	L6J2L2
35061	RO Office	Midtown Mall	C01C-200 John St	Oshawa	L1J2B4
35062	RO Office	City Centre	400-250 City Centre Ave	Ottawa	K1R6K7
35063	RO Office	Elections Canada	1550 Verchère St	Orleans	K1C7C7
35064	RO Office	Elections Canada	10-1800 Bank St	Ottawa	K1V0W3
35065	RO Office	Karen Way Shopping Centre	415 St. Laurent Blvd	Ottawa	K1K2Z8
35066	RO Office	Elections Canada	200-30 Colonnade Rd	Ottawa	K2E7J6
35067	RO Office	Elections Canada	969 Juliana Dr	Woodstock	N4V1C1
35068	RO Office	Elections Canada	2450 Bloor St W	Toronto	M6S1R2
35069	RO Office	Brendale Square	2-15 Manominee St	Huntsville	P1H1H2
35070	RO Office	The Festival Inn	1144 Ontario St	Stratford	N5A6Z3
35071	RO Office	Aviemore Plaza	4-398 McDonnell St	Peterborough	K9H2X4
35072	RO Office	Elections Canada	7-1815 Ironstone Manor	Pickering	L1W3W9
35073	RO Office	Bayview Mall	30-470 Dundas St E	Belleville	K8N1G1
35074	RO Office	Former Windsor Hotel	147 Mackay St	Pembroke	K8A1B8
35075	RO Office	Elections Canada	1-97 Newkirk Rd	Richmond Hill	L4C3G4
35076	RO Office	Elections Canada	10A-350 Ontario St	St. Catharines	L2R5L8
35077	RO Office	Bathurst-Vaughan Mall	110-1440 Bathurst St	Toronto	M5R3J3
35078	RO Office	F.A.M.Z. Developments	5-1273 London Rd	Sarnia	N7S1P3
35079	RO Office	Wellington Square Mall	625 Trunk Rd	Sault Ste. Marie	P6A3T1
35080	RO Office	Agincourt Mall	545-3850 Sheppard Ave E	Toronto	M1T3L4
35081	RO Office	Elections Canada	300-55 Town Centre Crt	Toronto	M1P4X4
35082	RO Office	Elections Canada	1200 Markham Rd	Scarborough	M1H3C3
35083	RO Office	Yellow Pages Tower (10th floor)	325 Milner Ave	Toronto	M1B5N1
35084	RO Office	Elections Canada	2235 Kingston Rd	Toronto	M1N1T8
35085	RO Office	Old Collingwood Library	100 Second St	Collingwood	L9Y1E5
35086	RO Office	Elections Canada	92 West St S	Orillia	L3V5G6
35087	RO Office	Nativity Hall Office	301 McConnell Ave	Cornwall	K6H4L4
35088	RO Office	Elections Canada	9-450 Notre-Dame Ave	Sudbury	P3C5K8
35089	RO Office	Dufferin Steeles Plaza	122-1520 Steeles Ave W	Vaughan	L4K3B9
35090	RO Office	Elections Canada	110 Redwood Ave W	Thunder Bay	P7C1Z4
35091	RO Office	Villa Square	106 Cumberland St N	Thunder Bay	P7A4M2

35092	RO Office	Palace Building	70 Cedar St S	Timmins	P4N2G6
35093	RO Office	Elections Canada	701-175 Bloor St E	Toronto	M4W3R8
35094	RO Office	Holy Name Church	606 Danforth Ave	Toronto	M4K1R3
35095	RO Office	Elections Canada	783 Bathurst St	Toronto	M5S1Z5
35096	RO Office	Elections Canada	A2-41 Gaudaur Rd	Vaughan	L4L3R8
35097	RO Office	Welland Office Centre	27 Centre Street (P.O. Box 116)	Welland	L3B5P2
35098	RO Office	Elections Canada	21 Main St N	Acton	L7J1V9
35099	RO Office	Elections Canada	105-209 Dundas St E	Whitby	L1N7H8
35100	RO Office	Newtonbrook Plaza	5809 Yonge St	Toronto	M2M3T9
35101	RO Office	Lauzon Parkway Business Centre	107-2885 Lauzon Pky	Windsor	N8T3H5
35102	RO Office	Marquis Plaza	2520 Ouellette Ave	Windsor	N8X1L7
35103	RO Office	Humboldt Business Centre	16-1126 Finch Ave W	Toronto	M3J3J6
35104	RO Office	Newmarket Inn	18667 Yonge St	Newmarket	L3Y4V8
35105	RO Office	Elections Canada	99 Ingram Dr	Toronto	M6M2L7
35106	RO Office	Elections Canada	1860 Wilson Ave	Toronto	M9M3A7
46001	RO Office	The Town Centre	C-3-800 Rosser Ave	Brandon	R7A6N5
46002	RO Office	Charleswood Square	105A-4910 Roblin Blvd	Winnipeg	R3R0G7
46003	RO Office	The Pas Regional Library	53 Edwards Ave	The Pas	R9A1R2
46004	RO Office	Former Co-op Home Centre	227 Main St S	Russell	R0J1W0
46005	RO Office	St. Michael's Ukrainian Catholic Church	400 Day St	Winnipeg	R2C1B2
46006	RO Office	Garden City Shopping Centre	133-2305 McPhillips St	Winnipeg	R2V3E1
46007	RO Office	Portage la Prairie Mall	B6-2450 Saskatchewan Ave W	Portage la Prairie	R1N3N8
46008	RO Office	Loewen Windows	77 Path 52 W	Steinbach	R5G1B2
46009	RO Office	Elections Canada	1-A-49 Vermillion Rd E	Winnipeg	R2J4A1
46010	RO Office	Continuing Education Centre	234 Tudor Lane	Gimli	R0C1B0
46011	RO Office	Elections Canada	1075 Portage Ave	Winnipeg	R3G0S1
46012	RO Office	Elections Canada	60 Paramount Rd	Winnipeg	R2X2W3
46013	RO Office	Elections Canada	11 Fultz Blvd	Winnipeg	R3Y1G4
46014	RO Office	Assiniboine Credit Union (2nd Floor)	200-900 Harrow St E	Winnipeg	R3M3Y7
47001	RO Office	Elections Canada	10102 11th Ave	North Battleford	S9A2S2
47002	RO Office	Market Mall	67-2325 Preston Ave	Saskatoon	S7J2G2
47003	RO Office	Elections Canada	916 La Ronge Ave	La Ronge	S0J1L0
47004	RO Office	Elections Canada	40 Cheadle St W	Swift Current	S9H0A8
47005	RO Office	Town 'N' Country Mall	135-1235 Main St N	Moose Jaw	S6H6M4

47006	RO Office	The Forest Centre	1061 Central Ave	Prince Albert	S6V4V4
47007	RO Office	Rosemont Campus Gym (RO)	1225 Grey St	Regina	S4T5H3
47008	RO Office	Elections Canada	374 Albert St	Regina	S4R2N7
47009	RO Office	Louis The 8th Mall	1022-A Louise Ave	Saskatoon	S7H2P6
47010	RO Office	West Venture Mall	8A-2305 22nd St W	Saskatoon	S7M0V6
47011	RO Office	Elections Canada	17-2220 Northridge Dr	Saskatoon	S7L6X6
47012	RO Office	City Centre Mall	110 Souris Ave	Weyburn	S4H2Z8
47013	RO Office	Elections Canada	2636 Victoria Ave E	Regina	S4N6M5
47014	RO Office	Sign	345 Broadway St W	Yorkton	S3N0N8
48001	RO Office	River Point Shops on Riedel	10-36 Riedel St NE	Fort McMurray	T9H3E1
48002	RO Office	Co Op Plaza	2-3200 17th Ave SE	Calgary	T2A0P9
48003	RO Office	Elections Canada	3715-B Edmonton Trail NE	Calgary	T2E3P3
48004	RO Office	South Airways Building	Bay 5A-2316 27th Ave NE	Calgary	T2E7A7
48005	RO Office	Crowfoot Village Shopping Centre	730-20 Crowfoot Cres NW	Calgary	T3G2P6
48006	RO Office	Elections Canada (5th Floor)	500-608 7th Street SW	Calgary	T2P1Z2
48007	RO Office	Southland Tower (1st Floor)	100-10655 Southport Rd SW	Calgary	T2W4Y1
48008	RO Office	Former Jack Carter Dealership	6711 Macleod Trail SW	Calgary	T2H2T3
48009	RO Office	Total Skincare Centre	102-636 45th St SW	Calgary	T3C2G2
48010	RO Office	Duggan Mall	26-6601 48th Ave	Camrose	T4V3G8
48011	RO Office	Millbourne Market Mall (Suite 116)	116 38 Ave. NW & Mill Woods Rd. NW	Edmonton	T6K3L6
48012	RO Office	Westmount Village	11440 Groat Rd NW	Edmonton	T5M4B7
48013	RO Office	Londonderry Shopping Centre	266 137th Ave. & 66th Street NW	Edmonton	T5C3C8
48014	RO Office	Gateway Village	101-2920 Calgary Trail	Edmonton	T6J2G8
48015	RO Office	Grandin Park Plaza	114-22 Sir Winston Churchill Ave	St. Albert	T8N1B4
48016	RO Office	Elections Canada	118 Sioux Rd	Sherwood Park	T8A3X5
48017	RO Office	Elections Canada	470-A South Ave	Spruce Grove	T7X3A7
48018	RO Office	Argyll Centre	126-6325 Gateway Blvd NW	Edmonton	T6H5H6
48019	RO Office	Lethbridge Centre	110-200 4th Ave S	Lethbridge	T1J4C9
48020	RO Office	Elks Hall	58 Elizabeth St	Okotoks	T1S1A4
48021	RO Office	Ross Glen Business Park	5-3307 Dunmore Rd SE	Medicine Hat	T1B3R2
48022	RO Office	Elections Canada	9645 116th St	Grande Prairie	T8V5W3
48023	RO Office	Elections Canada	8-7419 50th Ave	Red Deer	T4P1M5
48024	RO Office	Elections Canada	5018 50th St	Vegreville	T9C1R5
48025	RO Office	Westlock Shopping Centre	4-10211A 100th St	Westlock	T7P2G5

48026	RO Office	Elections Canada	5250 45th St	Lacombe	T4L2A1
48027	RO Office	Urban Headlights	71 East Lake Ave NE	Airdrie	T4A2H1
48028	RO Office	Drinnan Building	144 Swanson Dr	Hinton	T7V1H1
59001	RO Office	Elections Canada	2335 McCallum Rd	Abbotsford	V2S3N7
59002	RO Office	Elections Canada	8524 Baxter Pl	Burnaby	V5A4T8
59003	RO Office	Elections Canada	7865 Edmonds St	Burnaby	V3N1B9
59004	RO Office	Elections Canada	110-1990 Ogilvie St S	Prince George	V2N1X1
59005	RO Office	Regency Center	46151 Yale Rd	Chilliwack	V2P2P2
59006	RO Office	Ladner Harbour Centre	200-5000 Bridge St	Delta	V4K2K4
59007	RO Office	Maple Ridge Business Centre	510-22470 Dewdney Trunk Rd	Maple Ridge	V2X5Z6
59008	RO Office	Glen Lake Elementary School	3060 Glen Lake Rd	Victoria	V9B4B4
59009	RO Office	Newton Crossing	7130 King George Blvd	Surrey	V3W5A3
59010	RO Office	Elections Canada	1619-A Valleyview Dr	Kamloops	V2C4B4
59011	RO Office	New Life Church- RO Office	2041 Harvey Ave	Kelowna	V1Y6G7
59012	RO Office	Access Centre (2nd Floor)	202-100 Cranbrook St	Cranbrook	V1C3P9
59013	RO Office	Langley Business Centre	107-6375 202nd St	Langley	V2Y1N1
59014	RO Office	West Coast Floors Building	4040 Redford St	Port Alberni	V9Y3R8
59015	RO Office	Dufferin Crescent Elementary	1111 Dufferin Cres	Nanaimo	V9S2B5
59016	RO Office	Surrey Central Business Park (2nd Floor)	2001-7495 132nd St	Surrey	V3W1J8
59017	RO Office	Professional Centre	103-237 Columbia St E	New Westminster	V3L3W4
59018	RO Office	Sun Kal Building	2928 29th St	Vernon	V1T5A6
59019	RO Office	Former Lynn Valley Library	1280 27th St E	North Vancouver	V7J1S1
59020	RO Office	Vintage View	108-3480 Carrington Rd	West Kelowna	V4T3C1
59021	RO Office	Oxford Market	201-2020 Oxford Connector	Port Coquitlam	V3C0A4
59022	RO Office	O'Brien Resource Centre	10512 13th St	Dawson Creek	V1G3W6
59023	RO Office	Richlea Square	117-10151 No. 3 Rd	Richmond	V7A4R6
59024	RO Office	The Gallery	1528 Stelly's Cross Rd	Saanichton	V8M1S8
59025	RO Office	Rupert Square Mall	500 2nd Ave W	Prince Rupert	V8J3T6
59026	RO Office	City Hall (5th floor)	310 Ward St	Nelson	V1L5S4
59027	RO Office	Elections Canada	5-1990 152nd St	Surrey	V4A4N6
59028	RO Office	Elections Canada	202-10114 King George Blvd	Surrey	V3T2W2
59029	RO Office	Elections Canada	100-1265 Howe St	Vancouver	V6Z1R3
59030	RO Office	Chinatown Plaza	106 Keefer St	Vancouver	V6A1X4
59031	RO Office	Elections Canada	310 Puntledge Rd	Courtenay	V9N3R1

59032	RO Office	Elections Canada	1009-1001 Kingsway	Vancouver	V5V3C7
59033	RO Office	Elections Canada	3151 Arbutus St	Vancouver	V6J3Z3
59034	RO Office	Elections Canada	101-6460 Main St	Vancouver	V5W2V4
59035	RO Office	Elections Canada	750A-766 Hillside Ave	Victoria	V8T1Z6
59036	RO Office	Elections Canada	101-2030 Marine Dr	North Vancouver	V7P1V7
60001	RO Office	Elections Canada	308 Wood St	Whitehorse	Y1A2E6
61001	RO Office	Centre Square Mall	5022 49th St	Yellowknife	X1A3R8
62001	RO Office	Frosty Refrigeration	953 Kangiq & Iniq St	Iqaluit	X0A0H0
10001	AARO Office #1	St. Joseph's Town Hall	Main Hwy	St. Joseph's	A0B3A0
10001	AARO Office #2	Robert's Building	702 Conception Bay Hwy	Conception Bay South	A1X3A5
10002	AARO Office #1	The Hayley Building	134 Confederation Dr	Bonavista	A0C1B0
10002	AARO Office #2	Elections Canada	38 Queensway	Grand Falls-Windsor	A2B1J2
10003	AARO Office #1	Clock Shopping Center	225 West St	St. Anthony	A0K4S0
10003	AARO Office #2	Noble's Place	142 Little Bay Rd	Springdale	A0J1T0
10004	AARO Office #1	College of the North Atlantic	107-1 Campbell Dr	Labrador City	A2V2Y1
10005	AARO Office #1	The Reginald Building	347 Memorial Dr	Clarenville	A5A1R8
10005	AARO Office #2	Elections Canada	157-A Minnesota Dr	Stephenville	A2N3Y3
10005	AARO Office #3	Elections Canada	223 Grand Bay Rd W	Port aux Basques	A0M1C0
12001	AARO Office #1	Island Gateway Plaza	4-714 Reeves St	Port Hawkesbury	B9A2S1
12001	AARO Office #2	Hines Building	69-A Old Hospital Rd	Guysborough	B0H1N0
12002	AARO Office #1	McPhee House	22404 Hwy. 7 Hwy	Sheet Harbour	B0J3B0
12006	AARO Office #1	Shubenacadie Provincial Building	201-5 Mill Village Rd	Shubenacadie	B0N2H0
12007	AARO Office #1	Centennial Plaza	4 Robert Angus Dr	Amherst	B4H4R7
12008	AARO Office #1	The Lions Hall	65 Hornes Rd	Eastern Passage	B3G1A4
12009	AARO Office #1	Huskilson's Garage	173 Mowatt St	Shelburne	B0T1W0
12009	AARO Office #2	Hubbards Shopping Centre	8-100 Hwy 3	Hubbards	B0J1T0
12011	AARO Office #1	Parsons Investments	1530 Bridge St	Kingston	B0P1R0
13001	AARO Office #1	Elections Canada	1460 St. Peter Ave	Bathurst	E2A4V1
13002	AARO Office #1	Elections Canada	71 Acadie St	Richibouctou	E4W3V2
13003	AARO Office #1	Old Manpower Building	214 Main St	Minto	E4B3R3
13004	AARO Office #1	Findlay Place	1-B-645 Pinewood Rd	Riverview	E1B5R6
13005	AARO Office #1	Restigouche Shopping Center	93 Roseberry St	Campbellton	E3N2G6
13008	AARO Office #1	Hanwell Mall	10-1757 Rte 640	Hanwell	E3C2B9

13010	AARO Office #1	Capitol Square	203-114 Queen St	Woodstock	E7M2M9
13010	AARO Office #2	Burtts Corner Lions Club	42 Rte 617	Burtts Corner	E6L2X3
24001	AARO Office #1	Club de l'Âge d'Or	11, 4e av W	La Sarre	J9Z2X9
24001	AARO Office #2	Promutuel L'Abitibienne (à l'arrière)	466, 3e rue E	Amos	J9T0A2
24001	AARO Office #3	Pharmacie Uniprix	39 des Oblats St N	Ville-Marie	J9V1H9
24008	AARO Office #1	Elections Canada	551 Notre-Dame St	Berthierville	J0K1A0
24014	AARO Office #1	Centrale du Meuble de Clermont	60 Notre-Dame Blvd E	Clermont	G4A1C4
24016	AARO Office #1	Elections Canada	591 Albert St	La Baie	G7B3L5
24019	AARO Office #1	Édifice Claudette Duguay	165 Commerciale St W	Chandler	G0C1K0
24019	AARO Office #2	Édifice Steve Parisé	101 Gérard-D.-Lévesque Blvd	Paspébiac	G0C2K0
24019	AARO Office #3	Édifice DG Construction	565 Perron Blvd	Maria	G0C1Y0
24026	AARO Office #1	Centre Alma (Carrefour)	350-705 du Pont Av N	Alma	G8B6T5
24030	AARO Office #1	Elections Canada	511 de la Madone St	Mont-Laurier	J9L1S4
24030	AARO Office #2	Centre de Quilles St-Jovite	31, ch de Brébeuf	Mont-Tremblant	J8E3B1
24030	AARO Office #2	Centre de Quilles St-Jovite	31, ch de Brébeuf	Mont-Tremblant	J8E3B1
24039	AARO Office #1	Municipal Building	1000 De Mingan St	Baie-Comeau	G5C3C3
24046	AARO Office #1	Elections Canada	711, 10e av	Senneterre	J0Y2M0
24046	AARO Office #2	Elections Canada	548, 3e rue E	Chibougamau	G8P1N9
24050	AARO Office #1	Les Galeries de Maniwaki	241-100 Principale St S	Maniwaki	J9E3L4
24050	AARO Office #2	Old Roy's Pro	1452, route 148	Campbell's Bay	J0X1K0
24056	AARO Office #1	Michaud Léandre	171-A Commerciale St	Cabano	G0L1E0
24058	AARO Office #1	Noram	226, ch des Poirier	Montmagny	G5V3X8
24068	AARO Office #1	Carrefour La Tuque (2nd floor)	290 Saint-Joseph St	La Tuque	G9X3Z8
35002	AARO Office #1	Subway Shop Building	179-A Mission Rd	Wawa	P0S1K0
35002	AARO Office #2	Centre régional de Loisirs culturels	7 Aurora Ave	Kapuskasing	P5N1J6
35002	AARO Office #3	Manitoulin Chrysler	43 Manitowaning Rd	Little Current	P0P1K0
35013	AARO Office #1	Brookside Plaza	194 Talbot St E	Leamington	N8H1M2
35018	AARO Office #1	Bolton Professional Building	203-30 Martha St	Bolton	L7E5V1
35025	AARO Office #1	Place Laurier	103-2911 Laurier St	Rockland	K4K1L6
35026	AARO Office #1	Elections Canada	137 Garafraxa St N	Durham	N0G1R0
35026	AARO Office #2	Elections Canada	2-306 Berford St S	Warton	N0H2T0
35034	AARO Office #1	Ripley Huron Community Centre	17 Queen St	Ripley	N0G2R0
35035	AARO Office #1	Elections Canada	28 King St	Dryden	P8N1B3
35040	AARO Office #1	The Factory	40 Sunset Blvd	Perth	K7H2Y4

35046	AARO Office #1	Hometown Bingo	350 Arnold St	Wallaceburg	N8A3P5
35056	AARO Office #1	Allaire and Son	201 Nipissing St	Sturgeon Falls	P2B1K4
35057	AARO Office #1	Pinewoods Centre	65-247 Whitewood Ave	New Liskeard	P0J1P0
35069	AARO Office #1	Parry Sound Mall	109-70 Joseph St	Parry Sound	P2A2G5
35070	AARO Office #1	Elections Canada	250 Main St W	Listowel	N4W1A1
35073	AARO Office #1	Elections Canada	6-5 Fairway Blvd	Bancroft	K0L1C0
35085	AARO Office #1	Elections Canada AARO Office	39 Victoria St W	Alliston	L9R1T1
35086	AARO Office #1	Gateway Plaza	3-815 King St	Midland	L4R0B7
35090	AARO Office #1	Elections- Canada	2-130 Second St E	Fort Frances	P9A1M5
35090	AARO Office #2	Elections- Canada	5-109 Main St W	Atikokan	P0T1C0
35091	AARO Office #1	Von Gunten Jewellers	204 Main St	Geraldton	P0T1M0
35091	AARO Office #2	Peninsula Square	101-52 Peninsula Rd	Marathon	P0T2E0
35091	AARO Office #3	Nipigon Tourist Information	425 Hwy 11-17	Nipigon	P0T2J0
35092	AARO Office #1	William Wright Building	145 Government Rd W	Kirkland Lake	P2N2E8
46003	AARO Office #1	Burntwood Village Mall	20 Juniper Dr	Thompson	R2N2A9
46003	AARO Office #2	Elections Canada	2 Hiawatha Ave	Flin Flon	R8A0X3
46004	AARO Office #1	Minnedosa Community Conference Centre	63 Main St N	Minnedosa	R0J1E0
46004	AARO Office #2	Former Eastside Furniture	455 1st Ave SE	Dauphin	R7N3B3
46004	AARO Office #3	Midtown Building	2B-1000 Main St	Swan River	R0L1Z0
46007	AARO Office #1	Southland Mall	777 Norquay Dr	Winkler	R6W2S2
46010	AARO Office #1	Elections Canada	1-B Main St	Ashern	R0C0E0
46010	AARO Office #2	Fred Kalinowsky Building	1-608 Park Ave	Beauséjour	R0E0C0
46010	AARO Office #3	Selkirk Town Plaza	600-366 Main St	Selkirk	R1A2J7
47003	AARO Office #1	Meadow Lake Housing Building	119-B 2nd St E	Meadow Lake	S9X1T5
47003	AARO Office #2	Creighton Bingo Palace	115 King St SE	Creighton	S0P0A0
47004	AARO Office #1	Centre Street Mall	310 Centre St	Assiniboia	S0H0B0
47005	AARO Office #1	Southland Mall	2965 Gordon Rd	Regina	S4S6H7
47012	AARO Office #1	Elections Canada	720 Lalonde St	Whitewood	S0G5C0
47012	AARO Office #2	Estevan Shoppers Mall	400 King St	Estevan	S4A2B4
48001	AARO Office #1	Senior Citizens Society	4810 48th St	Athabasca	T9S1V8
48001	AARO Office #2	Elections Canada	105 6th Ave SE	Slave Lake	T0G2A3
48010	AARO Office #1	Chestermere Community Centre	201 West Chestermere Dr	Chestermere	T1X1B2
48020	AARO Office #1	Ranchland Mall	24-1300 Hewetson Ave	Pincher Creek	T0K1W0
48022	AARO Office #1	Elections Canada	10032 100th St	Peace River	T8S1S9

48022	AARO Office #2	Fuhlman Building	205-9812 100th Ave	High Level	T0H1Z0
48024	AARO Office #1	Elections Canada	4910 49th Ave	Vermilion	T9X1C6
48025	AARO Office #1	Tri City Mall	25-6503 51st St	Cold Lake	T9M1C8
48025	AARO Office #2	St. Paul Shopping Centre	14-4210 50th Ave	St. Paul	T0A3A3
48027	AARO Office #1	Banff Park Lodge - Cedar Room	147-222 Lynx St	Banff	T1L1K5
48028	AARO Office #1	Pembina Educational Consortium	5056 50th Ave	Drayton Valley	T7A1R8
48028	AARO Office #2	Whitecourt Chiropractic	5020 51st Ave	Whitecourt	T7S1P2
59004	AARO Office #1	The C.D.C. Building	main-488 McLean St	Quesnel	V2J2P2
59004	AARO Office #2	Elections Canada	190 Oliver St	Williams Lake	V2G1L8
59005	AARO Office #1	The Village Mall	2-210 Railway Ave	Ashcroft	V0K1A0
59010	AARO Office #1	Provincial Court Building	C-160 Cedar Ave	100 Mile House	V0K2E0
59014	AARO Office #1	Royal Heights Shopping Centre	108-5070 Uplands Dr	Nanaimo	V9T6N1
59014	AARO Office #2	Wembley Mall	826 West Island Hwy	Parksville	V9P2B7
59018	AARO Office #1	Shuswap Clothing & Shoe Company	B-330 Alexander St	Salmon Arm	V1E4N8
59020	AARO Office #1	Cherry Lane Shopping Centre	2111 Main St	Penticton	V2A6W6
59022	AARO Office #1	Austin Road Elementary School	4543 Austin Rd W	Prince George	V2K2H9
59022	AARO Office #2	School District Board Office	5104 Airport Dr	Fort Nelson	V0C1R0
59022	AARO Office #3	Elections Canada	2-9607 112th St	Fort St. John	V1J7C7
59025	AARO Office #1	Elections Canada	334 City Centre	Kitimat	V8C1T6
59025	AARO Office #2	Skeena Mall	230-4741 Lakelse Ave	Terrace	V8G4R9
59025	AARO Office #3	Elections Canada	1330 Main St	Smithers	V0J2N0
59026	AARO Office #1	Former Health Unit Building	8701 Main St	Osoyoos	V0H1V0
59026	AARO Office #2	Waneta Plaza	124-8100 Rock Island Hwy	Trail	V1R4N7
59031	AARO Office #1	North Island Mall	8-9300 Trustee Rd	Port Hardy	V0N2P0
59031	AARO Office #2	Merecroft Village	C-465 Merecroft Dr	Campbell River	V9W6K6
59036	AARO Office #1	Elections Canada Powell River	6820 Alberni St	Powell River	V8A2B4
59036	AARO Office #2	Elections Canada Sechelt	5588-C Inlet Ave	Sechelt	V0N3A0
59036	AARO Office #3	Elections Canada Squamish	1-40437 Tantalus Rd	Garibaldi Highlands	V0N1T0
60001	AARO Office #1	Yukon College Watson Lake Campus	210 Robert Campbell Hwy	Watson Lake	Y0A1C0
60001	AARO Office #2	Yukon Order of Pioneers Hall	1107 2nd Ave	Dawson City	Y0B1G0
62001	AARO Office #1	Siniktarvik Hotel		Rankin Inlet	X0C0G0
62001	AARO Office #2	Cambridge Bay Wellness Centre		Cambridge Bay	X0B0C0