



**Request for Resources (RFR)
Pre-Qualify
For Electoral Services for the 29th General Election
ESK-2019-002**

Release Date: February 7, 2019

Closing Date for Submissions: March 8, 2019

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Summary

Elections Saskatchewan (ESK) is requesting proposals from individuals and/or firms to provide electoral support services in numerous areas before, during and following the 29th General Election. The 29th General Election is scheduled to occur in October 2020.



1.0 Request for Resources

Proposals are requested from individuals and/or firms suppliers (henceforth referred to as Suppliers) who can provide support and/or expertise in a number of areas related to electoral administration and operations. The intent of this RFP is to pre-qualify Suppliers to create a master list from which pre-qualified Suppliers will be invited to bid or will be assigned to work on future statements of work (SOWs) as required by Elections Saskatchewan.

The Request for Resources (RFR) will pre-qualify Suppliers in two categories:

Category A: Suppliers who have practical knowledge of electoral operations, electoral administration or Saskatchewan constituencies; and

Category B: Suppliers who have senior strategic or electoral leadership experience.

Previous successful work experience with electoral administration or operations is not necessarily a requirement for Suppliers who are interested in **Category A**. Suppliers who are interested in **Category B** must have extensive experience in a senior leadership role and experience with election administration would be considered an asset.

Resources who are already pre-qualified do not need to reapply.

2.0 Contract Length

This contract will take effect upon signing and remain in place until fourteen months following the 29th General Election.

ESK reserves the right to remove a Supplier from ESK's preferred Supplier list with ten (10) days written notice.

Decisions to add or remove Suppliers will be made at ESK's sole discretion.

2.1 Value of Contracts

SOWs may be issued for a wide range of projects and tasks. Being added as a pre-qualified Supplier is not a guarantee of work. The Supplier's legal obligation to provide services and Elections Saskatchewan's obligation to pay for services only arises once a SOW has been mutually agreed upon in writing for the particular project.



3.0 Competition Schedule

3.1 Release Date

February 7, 2019

3.2 Closing Date

March 8, 2019

3.3 Resource Evaluations and Supplier Pre-Qualification

By March 31, 2019

4.0 Organization Profile

Internationally, an election management body (EMB) is an independent, nonpartisan institution that is responsible for neutral election administration within a jurisdiction governed as a democracy. In Canada each province, territory, and the national jurisdiction has an EMB that impartially administers elections, upholds democratic electoral guarantees of the constitution, and conducts electoral events according to applicable electoral legislation.

The Office of the Chief Electoral Officer, operating as Elections Saskatchewan (ESK), fulfills this mandate in Saskatchewan. ESK has a leadership team based at its head office in Regina as well as dispersed across the province's 61 constituencies that will each elect a Member of the Legislative Assembly in the upcoming 29th General Election.

In the months leading to a general election, Saskatchewan's electoral service grows during an enumeration and electoral period to include about 12,000 provincial residents from all walks of life, each serving provincial voters in administering an event that is fundamental to sustaining Saskatchewan's democratic traditions.

ESK has placed considerable emphasis on modernizing its organizational structure, defining appropriate roles and responsibilities within the institution, hiring the members of its leadership team, and allowing new team members time to understand their functions and the overall work of the institution.

Every Canadian citizen has the right to vote, as stated in the *Canadian Charter of Rights and Freedoms*. Elections Saskatchewan protects that right to vote by serving democracy in the province by ensuring the impartial and professional delivery of electoral events.

Vision:

We are a leader in establishing best practices in election management.



Mission:

Elections Saskatchewan is an independent office of the Legislative Assembly, created to plan, organize, deliver and regulate provincial electoral events for the people of Saskatchewan.

Five values—*impartiality, professionalism, accountability, innovation, and service*—will guide the efforts of the ESK team in administering provincial electoral events in the years ahead.

4.1 Background

Professional delivery of a provincial election is a major project. ESK wants to build on its strong team of employees by adding a team of Suppliers who have appropriate electoral constituency knowledge and/or senior management or election administration experience and who are capable of delivering a broad array of electoral support to head office and field offices. Key activities include, but are not limited to:

- Field leadership team training
- Head office logistical planning
- Electoral warehousing and distribution processes
- Development of electoral operations policies and procedure manuals
- Development of training materials
- Delivering field worker training
- Advance voting services modernization
- Constituency specific outreach efforts for voters with barriers
- Event support
- Election assessment support

The majority of the work will be completed at the ESK head office in Regina, Saskatchewan. Some additional work may be required in other locations throughout the province.

5.0 Scope of Work Required

Under this RFR, project work and key tasks will fall within the following three areas:

- Basic projects and key tasks requiring a minimum level of electoral constituency or electoral operations knowledge and experience and will be assigned to Category A resources;
- Moderate projects and key tasks requiring a fundamental understanding of electoral management best practices and their application in election event planning and management. Assignments here will require resources who are able to work with minimal day-to-day oversight and will be assigned to Category A resources; and



- Advanced projects requiring an advanced knowledge of electoral management best practices and in-depth experience in planning for and carrying-out significant electoral events. Advanced projects will require the resources to be able to evaluate and resolve complex issues and work with minimal day-to-day oversight and may be assigned to Category A or Category B resources.

Project subject areas may include:

- For head office electoral operations:
 - Advance voting services modernization, stakeholder communications, warehousing and distribution, field supervision, training, developing electoral management policy guides, head office logistical planning and event delivery
- For field office activities:
 - Oversight and leadership to field staff, interpretation of policies and procedures, developing training manuals, assisting with work in constituencies, supporting outreach efforts within constituencies, field office logistical planning and event delivery
- Post-election activities:
 - Election assessment, election office close and return of supplies, warehouse and distribution processes and destruction of election papers and documents one year after election in accordance with legislation

The exact specifications of each project will vary depending on each project's scope, which is still to be determined. The resources needed will also be dependent on variables such as the amount of internal resources available, the timing for completing the work, and available funding.

Travel may be required within the Province of Saskatchewan and will be identified in specific SOWs.

6.0 Supplier Requirements

For Category A assignments, Suppliers must meet at least one of the following requirements to be pre-qualified. As the work will be assigned on a best-fit basis, the Supplier does not need to meet all of the requirements to pre-qualify:

- The Supplier has worked in a field management role (e.g., returning officer, election clerk)
- The Supplier has needed expertise regarding an electoral constituency (e.g., specific issues applicable to northern Saskatchewan) and has successfully passed a field leadership team interview process for an ESK FLT position



- The Supplier has experience working on field activities (e.g., enumeration, deputy returning officer, poll clerk) in a minimum of two electoral events over the last four-year period
- The Supplier has worked in an electoral management body for a period of at least one year. Experience working in an electoral operations capacity is preferred.
- The Supplier has an academic background in democracy or electoral management processes

For Category B assignments, Suppliers must meet two of the three requirements:

- Minimum 8 years of experience in a senior election administration role;
- Minimum of 20 years experience in a senior role in the public sector; or
- Demonstrated expertise in program evaluation including surveying

Suppliers must be non-partisan and agree not to participate in provincial partisan activity as outlined in Section 8.0. The full terms and conditions are listed in Schedule A.

Note: Suppliers who have been previously pre-qualified by ESK do not need to reapply.

7.0 Proposal Response Format

To ensure a proposal is considered for evaluation, it should include all the information requested and be presented in the order described below.

Responses containing references to documents, manuals and/or websites in lieu of providing the requested information may result in the proposal being rejected.

All proposals should include the following:

Title Page

This first page should show the title and RFR reference number, closing date and time. Included on this page should be the Supplier's contact information as follows:

Legal company name: (If applicable)

Business Name Registration Number: (If applicable)

Contact Address:

Contact Name:

Contact Phone

Number



Contact E-Mail

Address:

Letter of Introduction

A letter of introduction that should be dated and signed by the individual authorized to negotiate, make commitments and provide clarifications with respect to the proposal. The letter must include:

- Identification of whether the Supplier is interested in **Category A** or **Category B** work;
- A description of the relevant experience and how it meets the minimum requirements outlined in Section 6.0;
- A disclosure of all partisan activity involvement over the past four years; and
- A fee schedule with any proposed resources and hourly rates, all in Canadian funds.

Note: Suppliers who have passed a field leadership team interview process and who wish to be considered for the Request for Resources may use the same documentation format as previously provided to Elections Saskatchewan.

Acceptance of Terms and Conditions

The letter of introduction must state your acceptance of the attached terms and conditions.

Any deviations or exceptions to the terms and conditions in this RFR document should be fully described. Any proposal that contains conditions that are contrary to, or inconsistent with, the RFR document may be rejected at the discretion of Elections Saskatchewan.

7.1 Proposal Evaluation

Stage 1 – Compliance with Mandatory Requirements

Stage 1 of the evaluation will consist of a review of the response to ensure that it is complete and that it complies with the instructions and mandatory requirements as outlined in Section 7.0. Proposals that do not meet the mandatory requirements will not be evaluated further.



Stage 2 – Evaluation of Mandatory Requirements

Stage 2 will consist of an evaluation of the written proposal to rate how the Supplier meets the detailed requirements:

Requirement	Category A Maximum Points	Category B Maximum Points
Experience working in a field leadership role (e.g., returning officer, election clerk) in provincial, municipal or federal electoral events OR has successfully passed a field leadership team interview process for an ESK FLT OR has experience working in a filed position in a minimum of two electoral events over the last four-year period (Category A only)	20	
Has expertise regarding an electoral constituency geography and/or demographics in Saskatchewan (e.g., specific issues applicable to northern Saskatchewan) (Category A only)	20	
Experience working in an electoral management body for a period of at least one year or has an academic background in democracy or electoral management processes (Category A only)	30	
Senior leadership Experience in Electoral Administration (Category B only)		40
Senior leadership experience in public sector or with program evaluation (Category B only)		30
Cost estimates and fee structure	30	30
Total Points	100	100

For **Category A** Suppliers:

Suppliers who achieve at least 50 points, who comply with the mandatory requirements in Section 7.0, and who have not been involved in any significant partisan activities in the past four years may be pre-qualified to work on basic electoral management projects.

Suppliers who achieve at least 70 points, who comply with mandatory requirements in Section 7.0, and who have not been involved in any significant partisan activities in the past four years may be pre-qualified to work on both basic and moderate projects.



Suppliers who achieve at least 85 points, who comply with mandatory requirements in Section 7.0, and who have not been involved in any significant partisan activities in the past four years may be pre-qualified to work on all available projects.

For **Category B** Suppliers:

Suppliers who achieve at least 80 points, who comply with mandatory requirements in Section 7.0, and who have not been involved in any significant partisan activities in the past four years may be pre-qualified to work on all Category B projects.

Stage 3 – Interview/Presentation (if applicable)

Stage 3 of the evaluation is only required for those suppliers who score over 85, who want to be pre-qualified to work on advanced projects, and who have no prior work experience with ESK.

Stage 4 – Reference Checks

Stage 4 - The fourth stage of the evaluation will consist of completing reference checks for the supplier and/or their proposed resources (if applicable).

ESK reserves the right to contact any of the supplier's customers who the Government of Saskatchewan believes may be able to provide information about the supplier that would be pertinent to this RFR.

ESK reserves the right to conduct reference checks at any time during the RFR process.

8.0 Guidelines

ESK is a nonpartisan agency of the Saskatchewan Legislative Assembly. ESK needs to ensure that its resources are non-partisan and that they are viewed as such. The resources shall ensure that they do not engage in partisan political activities of any kind for the term of the contract.

Partisan political activities include being a member of, being an employee of, holding a position with or contributing to a registered political party, a political party or a constituency association, a candidate, or a person seeking to be a candidate whether it is provincial or federal.

Any proposal that is incomplete, ambiguous or contains errors may be rejected and disqualified at ESK's discretion.

Questions regarding this request for resources can be emailed to:

joan.kuhn@elections.sk.ca

Interested resources should email one (1) electronic copy of their submission to joan.kuhn@elections.sk.ca by March 8, 2019.



Schedule A - Terms and Conditions

1.0 DEFINITIONS

1.1 In this Agreement:

- (a) **"Agreement"** means this Agreement, all Schedules and appendices attached hereto and all Statements of Work;
- (b) **"Business days"** means all days except for Saturdays, Sundays and statutory holidays in the province of Saskatchewan;
- (c) **"Deliverables"** means any deliverables or other work product to be provided by the Supplier to the Client pursuant to this Agreement as identified in a Statement of Work;
- (d) **"Effective Date"** means the effective date of this Agreement which is XX, 2017;
- (e) **"Laws"** means:
 - (i) regulations and permits of any relevant government or governmental authority; and
 - (ii) all orders and decrees of any judicial body or governmental authority having jurisdiction over the Services provided by the Supplier;that are applicable to the Services or the performance of the Agreement;
- (f) **"Schedule"** refers to a Schedule attached to and forming part of this Agreement;
- (g) **"Service Levels"** has the meaning set out in section 2.5 of this Agreement;
- (h) **"Services"** means the Services to be provided by the Supplier to the Client pursuant to this Agreement, as such services are further detailed in one or more Statements of Work;
- (i) **"Statement of Work"** means a Statement of Work executed pursuant to this Agreement, as may be modified by one or more Change Order Proposals;
- (j) **"RFR"** means the document entitled Request for Resources issued by the Client and attached to Schedule "A".

1.2 The following Schedules are appended hereto and form part of this Agreement:

Schedule A – RFR

1.3 In the event of any conflict or inconsistency between the following documents they shall be



interpreted in the following priority:

The main body of this Agreement (first priority);

The Schedules (second priority);

Statements of Work (third priority);

Attachments to Statements of Work (fourth priority)

2.0 SERVICES

2.1 The Supplier shall provide to the Client, and the Client shall acquire from the Supplier, subject to the terms and conditions hereof, the Services and Deliverables. The parties agree that the Client is completely without restriction to procure services and deliverables outside the scope of a Statement of Work from any person whatsoever, or to perform such services or provide such deliverables itself internally.

2.2 Statements of Work shall be used to describe any Services and Deliverables to be provided by the Supplier to the Client. Each Statement of Work shall address, to the extent applicable, the following:

- (a) the scope of Services to be provided by the Supplier;
- (b) the Deliverables (and related specifications) to be provided by the Supplier;
- (c) Service Levels
- (d) time for performance of the Services and delivery of the Deliverables;
- (e) detailed project plan;
- (f) acceptance processes
- (g) Charges
- (h) payment schedule/payment milestones
- (i) detailed allocation of responsibilities between the Supplier and the Client;
- (j) term of the Statement of Work, together with any renewal options;
- (k) termination for convenience fees;
- (l) roles and reporting;
- (m) Key Personnel;
- (n) Other terms and conditions as agreed.

2.3 The Supplier and the Client will ensure that all Statements of Work are consistent with the provisions of this Agreement.



- 2.4 A Statement of Work is only binding upon the parties once it has been duly approved by each party. The Client is not contractually bound to purchase any Services or Deliverables under this Agreement unless and until a Statement of Work has been signed by both parties, and then only to the extent of the Services and Deliverables specified therein.
- 2.5 The Supplier will:
- (a) complete the Services and provide Deliverables in accordance with the timelines specified in the applicable Statement of Work;
 - (b) perform the Services in accordance with any service levels (“**Service Levels**”) specified and identified as such in the applicable Statement of Work; and
 - (c) with respect to any Service or obligation which does not have an associated Service Level, the Supplier will perform such Service or obligation in a professional, timely and workmanlike manner using qualified individuals.
- 2.6 In the event of hardware, software or other system malfunctions that are the Supplier's responsibility under the applicable Statement of Work, the Supplier shall notify the Client of the nature and expected duration of the malfunction. The Supplier shall continue to coordinate the repair services and keep Client informed until the malfunction is corrected. Once the malfunction is resolved, the Supplier shall perform such operational recovery actions as necessary to restore operational service.
- 2.7 All Deliverables shall be subject to inspection by the Client prior to acceptance. Should the Deliverables be defective in materials or workmanship or otherwise not be in accordance with the requirements of this Agreement, the Client shall have the right to reject the Deliverable or to require its correction. Inspection by the Client shall not relieve the Supplier from responsibility for defects or other failure to meet the requirements of this Agreement. The Supplier agrees to accept and be bound by the Client's interpretation of the meaning of the Deliverable. Except as otherwise specifically provided in a Statement of Work, if a deficiency is identified by the Client, the Supplier will be given 5 Business Days to correct it to the satisfaction of the Client.
- 2.8 In addition to any specific disaster recovery, contingency or business continuity Services identified in a Statement of Work, the Supplier shall have in place a reasonable business continuity plan to address reasonably foreseeable force majeure events. The Supplier shall make copies of these plans available to the Client upon the Client's request at no cost to the Client. The Supplier agrees that the Client has a right to review the Supplier's business continuity plan and related disaster recovery plan and related practices.
- 3.0 TERM**
- 3.1** This contract will take effect upon signing and remain in place until one year following the 29th

General Election which is statutorily set for November 2, 2020.

- 3.2** Notwithstanding section 3.1, if the term of a Statement of Work is to extend beyond the expiration of this Agreement, the current term of this Agreement can be extended at the mutual agreement of the parties.

4.0 RESOURCES

- 4.1 The Supplier will assign and allocate the necessary resources to the Services to comply with the timelines and meet the Service Levels contemplated in the applicable Statement of Work and otherwise meet its obligations under this Agreement. The Supplier will ensure that such individuals: (a) have the skill and qualifications specified in the Statement of Work, if any; and (b) have any other technical and business skills reasonably necessary to carry out their responsibilities set out in the applicable Statement of Work.
- 4.2 The Client may reasonably request a change of the Supplier's resources who are providing Services to the Client. The Supplier shall take into consideration all requests by the Client to change the Supplier's resources who are providing services to the Client and shall not unreasonably deny such requests. The Supplier agrees that it will not unreasonably replace or reassign any human resources identified in a Statement of Work as "key personnel".
- 4.3 The Supplier's staff are not, nor shall they be deemed to be at any time during the term of this Agreement, the employees of the Client.
- 4.4 At all times, the Supplier agrees with the Client to observe and comply with all applicable laws, rules, regulations or other governmental orders of any kind in effect during the term of this Agreement including, without limitation, the provisions of *The Workers' Compensation Act, 1979* (Saskatchewan), the *Income Tax Act* (Canada), the *Employment Insurance Act* (Canada) and the *Canada Pension Plan* (Canada). It is specifically agreed that any liability or assessments (including penalties and interest) for income tax, sales tax, Canada Pension Plan, Employment Insurance or any other contributions which are required by law from time to time to be paid or remitted in connection with the Services or the operations of the Supplier are the sole responsibility of the Supplier. The Supplier shall only supply resources that the Supplier has verified are legally entitled to work in Canada. Without limiting the generality of the foregoing, the Supplier and any approved sub-contractors must be registered with the Workers' Compensation Board of Saskatchewan ("WCB") and WCB coverage must be maintained for the duration of the Agreement. If this status is changed at any point during the term of the Agreement, the Supplier has the obligation to notify the Client within 5 Business Days from the date of the change.
- 4.6 The Supplier shall, on demand from the Client at any time during the term of this Agreement, produce evidence to the Client's reasonable satisfaction that the Supplier is duly registered and



in good standing will all governmental bodies with which the Supplier is required to be registered including, without limitation, the WCB.

- 4.7 The Supplier agrees that it will not use any employee or agent to provide services who has a criminal record, except with the prior written approval of the Client. If the Supplier becomes aware that the employee, agent, or third party obtains a criminal conviction at any point during the term of the contract, the Supplier shall notify the Client within ten (10) Business Days that its

employee, agent, or third party providing the Services has a criminal record, as well as provide the particulars of the criminal conviction. The Client may then, at its sole discretion, require the Supplier to replace such employee, agent, or third party with another employee, agent, or third party suitable to the Client.

- 4.8 The Supplier shall require that its contractors, employees and agents, when on the Client's premises, comply with all security and safety rules and regulations applicable to the premises.

- 4.9 Without limiting the generality of section 9.1, the Supplier shall indemnify and save harmless the Client from and against all claims, demands, actions, causes of action, damages, losses, costs, liability or expenses which may be made or brought against the Client or which it may suffer or incur as a result of, in respect of or arising out of any breach of the Supplier's obligations in sections 4.4, 4.5, 4.6, 4.7 or 4.8.

- 4.10 Neither party shall, directly or indirectly, solicit or offer employment to the personnel of the other party during the term of this Agreement and for a period of six (6) months following termination of this Agreement, provided that either party shall have the right to extend offers of employment to, and hire, any personnel of the other party who respond to advertisements for jobs to the public at large or through a request for proposal, request for resources or other procurement process.

5.0 PAYMENT

- 5.1 The Client agrees to pay to the Supplier for the Services and Deliverables in the amounts and manner specified in the applicable Statement of Work. Documentation to substantiate any charges for materials, subcontracts or travel will be submitted upon request from the Client.

- 5.2 Unless otherwise provided in the applicable Statement of Work, the Supplier will bill the Client monthly in arrears and list the period covered by the invoice, the hours worked, a description of the work performed (correlating to the hours worked) and any other information reasonably requested by the Client. Invoices are payable within thirty (30) days of receipt. The Client does not pay fees or interest on overdue accounts until 45 days past due.



- 5.3 Unless otherwise provided in the applicable Statement of Work, all amounts are payable in Canadian funds and include all costs including, without limitation, all applicable tariffs, duties and taxes. The Supplier acknowledges that the Client is a GST exempt entity (GST exemption number 107 864 258) and, therefore, it is the Supplier's responsibility to ensure the Client is not charged GST.
- 5.4 Notwithstanding any other provision of this Agreement, in no event shall the aggregate funds paid or payable to the Supplier under a Statement of Work exceed any CAP specified in that Statement of Work. This maximum amount may not be increased without the express written consent of the Client.
- 5.5 If specified in the applicable Statement of Work, the Client will reimburse the reasonable, pre-approved travel and living expenses incurred by the Supplier to perform the Services, provided that such expenses are supported by original third party receipts or copies of such receipts. The Client shall not be liable to pay for any third person pass-through expenses unless agreed to in writing in advance by the Client.
- 5.6 The Client may withhold any amount otherwise payable to the Supplier under this Agreement where such withholding is required by applicable Laws. Such amounts shall be deemed paid to the Supplier.

6.0 CONFIDENTIALITY

- 6.1 All information, documents, data, and other Client information, including personal information (as that term is defined in the *Freedom of Information and Protection of Privacy Act*), whether in paper, electronic, or other form and shared orally, visually or electronically, which is provided to or obtained by the Supplier or its contractors, agents, officers or employees in the performance of its obligations under this Agreement, shall be treated and maintained by the Supplier as confidential and shall not be disclosed except with the prior written consent of the Client.
- 6.2 While Client materials are located at the Client's premises the Supplier shall safeguard the Client materials in accordance with the Client's information security policies and practices applicable to the Client premises. Client materials shall only be removed from the Client's premises if and to the extent necessary to perform the Services and only with the prior knowledge of the Client. The Supplier shall safeguard Client materials that are removed from the Client's offices in the same manner and to the same extent that it safeguards confidential documents, data and information of its own, or in such manner and to such extent as the Client may otherwise require.

- 6.3 The Supplier shall use Client materials only for the purpose of providing the Services. The Supplier shall only divulge Client materials to those of its officers and employees who require such for the development of the Services. The Supplier shall ensure that such officers and employees are aware of and comply with the provisions of this Article 6.0.
- 6.4 If, to provide the Services, the Supplier must disclose or make accessible any Client materials to a third party, the Supplier shall, before doing so obtain from the third party a written agreement in favour of the Supplier and the Client, in a form satisfactory to the Client, under which the third party agrees to be bound by the obligations contained in this Article 6.0 applicable to the Supplier.
- 6.5 The Supplier agrees to permit the Client to have access to the Supplier's premises, records and employees related to the Services provided under this Agreement at any reasonable time with reasonable prior notice to perform reviews and audits that the Client considers advisable to ensure that the Supplier is meeting the requirements of this Article 6.0. The Supplier further agrees to provide its full co-operation for the purposes of such reviews and audits. Officers and employees of the Supplier, its contractors and agents will be subject to the same electronic monitoring as government employees while on the Client's premises.
- 6.6 The Supplier will immediately report to the Client any known or suspected breach of the requirements of this Article 6.0.
- 6.7 The Supplier shall return to the Client all Client materials, except to the extent that the Client agrees in writing to the destruction by the Supplier of any of the Client materials in which case the Supplier shall confirm in writing to the Client that such Client materials have been destroyed:
- (a) when they are no longer required by the Supplier to provide the services; and
 - (b) as soon as possible, but not later than seven (7) days after the end of the term of the Agreement.
- 6.8 The parties hereto agree not to disclose or make available to anyone not entitled to the benefit of this Agreement any specific financial information, including but not limited to prices, contained in this Agreement without the written consent of the other party.
- 6.9 The Client agrees not to disclose or make available to anyone not entitled to the benefit of this Agreement any information divulged by the Supplier the disclosure of which would be harmful to the business operations of the Supplier without the written consent of the Supplier. data or information as necessary to comply with any applicable statute or other law requiring such disclosure, including for the provision of legal services.



6.10 The Supplier may, for the purposes of marketing, disclose the Client's name and a general description of the Services provided to the Client pursuant to this Agreement, but shall not indicate in any way that the Client endorses the Supplier's services.

6.11 This Article 6.0 shall survive the expiration or other termination of this Agreement.

7.0 WARRANTIES

7.1 The Supplier represents and warrants the following, which shall remain true and accurate until the expiration or the effective termination of this Agreement:

- (a) The Services and Deliverables will meet the requirements or specifications of the applicable Statement of Work.
- (b) All Services performed by the Supplier for the Client shall be performed in a good and workmanlike manner in accordance with the practices and professional standards of well-managed suppliers providing the same or similar services.
- (c) The Supplier will notify the Client as soon as reasonably possible of any situation which affects the ability of the Supplier to complete the Services or of any defects in workmanship, errors, omissions, data breach or mistakes in the Services or the Deliverables that the Supplier discovers or of which it becomes aware.
- (d) Except as may be expressly identified in the applicable Statement of Work, no open source code, routines, libraries or other like publicly licensed components have been incorporated, bundled, aggregated or otherwise combined with any software provided or licensed to the Client by the Supplier pursuant to this Agreement.
- (e) The Supplier is duly organized, validly subsisting and in good standing under the laws of its jurisdiction of incorporation. The Supplier has the requisite corporate power and authority, and is empowered under applicable Laws, to execute, deliver and perform its obligations under this Agreement.
- (f) The Proposal submitted by Supplier in response to the RFR, including any materials submitted to the Client subsequent to the submission of the RFR in regard to the RFR, are true, accurate and complete.
- (g) The Supplier has in effect, and will maintain, all licences, permits, registrations and other authorizations necessary or appropriate for the Supplier to perform the Services and the collection and remittance of taxes.
- (h) This Agreement has been duly executed and delivered by it and constitutes a legal, valid and binding obligation of the Supplier enforceable against the Supplier in accordance with its

terms, subject to bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting the rights and remedies of creditors and secured parties.

- 7.2 The warranties set out in section 7.0 are in addition to any other express warranties provided in this Agreement or a Statement of Work.
- 7.3 Other than the representations and warranties expressly set out in this Agreement or a Statement of Work, neither party makes any representation, warranty, or condition, expressed, implied, statutory or otherwise regarding any matter in connection with this Agreement including representations or warranties or conditions of merchantability, merchantable quality, durability, or fitness for a particular purpose.

8.0 INDEMNIFICATION AND LIMITATION OF LIABILITY

- 8.1 The Supplier will protect, indemnify and save harmless the Client and its employees, agents and servants of, from and against any and all third party costs, losses, damages, claims, demands, judgments, suits, actions or liabilities of any nature and kind that may be made against the Client, or its employees, agents or servants, caused by reason of any act or omission of the Supplier, its servants, agents, sub-contractors, arising from, in or out of the breach of this Agreement on the part of or any negligence by, the Supplier or any party for which the Supplier is at law responsible.
- 8.2 Subject to the procedures set forth in section 9.3 below, the Supplier agrees to defend or settle third party claims against the Client alleging that any of the Supplier's Background IPR, Services or Deliverables provided pursuant to this Agreement infringes the intellectual property rights of a third party. The Supplier will not have an obligation for any claim of intellectual property rights infringement to the extent that such infringement arises from: i) use of the Supplier's Background IPR in connection or in combination with products, software or services that are not supplied by Supplier; or (ii) modification of the Supplier's Background IPR made by the Client or a third party. In the event of any claim that the Supplier's Background IPR infringes the intellectual property of a third party, or if in Supplier's opinion, it is likely to become the subject of such a claim, the Supplier, may, at its option, and in its sole discretion: (i) replace the affected item with a non-infringing one that is at least functionally equivalent, or (ii) modify the affected item to make it non-infringing, or (iii) procure for the Client the right to continue use of the affected item pursuant to this Agreement. If none of these alternatives is available, any use of the affected item will be discontinued and the parties agree to negotiate in good faith, equitable changes to the Services as a result of such discontinuance of use and without prejudice to the party's legal rights and remedies.

- 8.3 The Client agrees to comply with the following procedures in connection with the indemnity set forth in section 9.2: (i) the Client will promptly notify the Supplier of the claim in writing; however if such prompt notice is provided and the Supplier fails to assume the defense of any claim, the Client may assume the defense and settlement at the Supplier's expense; (ii) the Client will cooperate with the Supplier in the defence of the claim; and (iii) the Client will give the Supplier the sole control of the defence and settlement of the claim. The Supplier will pay third party intellectual property rights infringement claim defence costs, negotiated settlement amounts and court awarded damages.
- 8.4 The total liability of each party shall be limited in the aggregate for all claims and causes of action under or relating to a Statement of Work entered into under this Agreement to the fees paid by the Client under the relevant Statement of Work giving rise to liability.
- 8.5 In no event will either party be liable for any incidental, indirect, special, punitive, exemplary, or consequential costs or damages of any kind, or for any downtime costs; lost business, revenues, goodwill, or profits; failure to realize expected savings; reduction in business value, or loss or unavailability of or damage to data; or software restoration, whether or not that party was aware or should have been aware of the possibility of such costs, expenses or damages.
- 8.6 To the extent allowed by local law, these limitations will apply regardless of the basis of liability, including negligence, misrepresentation, breach of any kind, or any other claims in contract, tort, or otherwise.
- 8.7 The limitations and disclaimers set forth in sections 9.4 and 9.5 will not apply to i) damages for bodily injury (including death) if and to the extent caused by the tortious conduct of a party; ii) intellectual property infringement claims described in section 9.2; iii) the Supplier's breach of its confidentiality obligations described in Article 6.0; and iv) any willful misconduct or fraud, or any theft or other misuse or misappropriation of the other party's property or funds.
- 8.8 This Article 9.0 shall survive the expiration or termination of this Agreement.
- 9.0 CONFLICT OF INTEREST**
- 9.1 The Supplier shall not undertake an assignment that actually or potentially creates a conflict of interest with the provision of the Services without disclosing the conflict of interest or potential conflict of interest to the Client and obtaining the written consent of the Client to undertake such assignment.
- 10.0 TERMINATION**
- 10.1 This Agreement (which for greater certainty includes all Statements of Work then in effect) may be terminated in its entirety:

- (a) at any time by agreement in writing signed by the Client and the Supplier;
 - (b) by the Client, by providing written notice of termination to the Supplier, upon:
 - (i) a secured party taking possession, or a receiver is appointed, of any of the property or assets of the Supplier;
 - (ii) the Supplier becoming subject to legal proceedings, whether voluntarily or otherwise, pursuant to the *Bankruptcy and Insolvency Act* (Canada) or other legislation of similar effect; or
 - (iii) the Supplier taking any steps to wind-up its corporate existence, voluntarily or otherwise, other than as part of a *bona fide* corporate reorganization; or,
 - (c) by either party if the other party is in material default of this Agreement or a Statement of Work and the party in material default fails to cure such default within five (5) Business Days of written notice from the non-defaulting party containing full particulars of the default and requiring it to be remedied.
- 10.2 Unless otherwise stated in the applicable Statement of Work, an individual Statement of Work may be terminated at any time by the Client for convenience without cause upon ten (10) Business Days prior written notice to the Supplier.
- 10.3 This Agreement and all Statements of Work may be terminated by the Client for convenience without cause upon ninety (90) days prior written notice to the Supplier.
- 10.4 The Supplier shall promptly deliver up to the Client all Client property and work in progress (including any partially completed Deliverables) completed as of the effective date of termination of this Agreement, regardless of the reason for termination.
- 11.0 CHANGES**
- 11.1 Unless otherwise agreed to in the applicable Statement of Work, requests for changes to a Statement of Work shall be subject to the following procedure:
- (a) The requesting party shall advise, in writing, the other party of the desired change.
 - (b) The Supplier will, acting reasonably, assess the impact of the desired changes on the total cost of the Services and/or Deliverables, the milestones to be reached, the time frame for completion, and any further areas which, in the opinion of the Supplier, are likely to be affected by the desired changes.
 - (c) Within ten (10) days after receipt of the Client's request, the Supplier shall notify the Client in writing of the impact of the desired changes as referred to above and shall await instructions from the Client on whether or not to proceed. The Client shall respond within ten (10) days of receiving the Supplier's notice and advise the Supplier in writing whether or not to proceed. The time periods set out herein may be extended upon mutual written agreement of the parties, depending on the nature of the request.



- (d) If the Client notifies the Supplier (in writing signed by a proper Client officer) to proceed on the basis of the information provided, the Statement of Work shall be deemed to be amended to the extent necessary to incorporate the changes agreed to, including the cost (if any) of the additional Services stated in the notice.
- (e) The cost of preparation of change request documents initiated by the Supplier will be absorbed by the Supplier.
- (f) The cost of preparation for change request documents initiated by the Client will normally be absorbed by the Supplier. However, the Client agrees that if the cost to prepare change request documents initiated by the Client in any particular case is anticipated by the Supplier to exceed five thousand (\$5,000) dollars, the Supplier may request the Client to reimburse Supplier for all or a portion of such costs. The Supplier shall submit a cost-recovery request to the Client detailing why the costs incurred by the Supplier in preparing the change request document do not qualify for normal absorption by it, and shall not proceed with the work prior to receiving approval in writing from the Client.

12.0 INSURANCE AND RISK OF LOSS

12.1 Insurance requirements will be negotiated with each individual Statement of Work.

13.0 ASSIGNMENT AND SUB-CONTRACTING

13.1 Neither party shall assign or otherwise transfer its rights, duties or obligations under this Agreement, except with the prior written consent of the other party. Any assignment or transfer without such consent shall be void and of no effect.

13.2 Notwithstanding section 14.1, the Client shall at all times be entitled to assign or transfer its rights, duties, and/or obligations under this Agreement to another agency of the Province of Saskatchewan, by giving written notice to, and without the consent of, the Supplier.

13.3 The Supplier shall not, without the prior written consent of the Client, contract out the performance of any part of its obligations under this Agreement, and any such consent shall not relieve the Supplier from any of its obligations under this Agreement or impose on the Client any liability to the subcontractor.

14.0 DISPUTE RESOLUTION

14.1 If any disputes, disagreements, controversies or claims ("**Dispute**") arise between the parties under or in connection with the Agreement, which the parties are unable to resolve through consultation, the following procedures (the "**Dispute Resolution Procedures**") will apply upon the provision of notice by either party to the other:



- (a) The Supplier and the Client will each appoint a designated representative (the “**Designated Representatives**”);
- (b) The Designated Representatives of both parties will confer with each other immediately and use reasonable efforts to resolve the Dispute within two Business Days following their initial conference, or such extended period as may be jointly approved by the parties. For the purposes of establishing a start date for the Dispute Resolution Procedures, the Designated Representatives will confirm the date of their initial conference in writing; prescribed time period, then a senior management representative of each party (the “**Senior Representatives**”) will confer with each other immediately and use reasonable efforts to resolve the Dispute within five Business Days following their initial conference, or such extended period as may be jointly approved by the parties. The Senior Representatives will confirm the date of their initial conference in writing; and
- (d) If the Senior Representatives are unable to resolve the Dispute within the prescribed period, either party is entitled to commence court proceedings, provided that either party may earlier commence court proceedings or take such other steps as it deems necessary to avoid the application of any pending limitation period governing the Dispute.

Except where clearly prevented by the nature of the Dispute or in the event of the Client's non-payment of any material amounts due and owing to the Supplier, the parties agree to continue performing their respective obligations under the Agreement while a Dispute is being resolved.

15.0 GENERAL

15.1 Any notices, reports or communications required or permitted to be given under this Agreement may be delivered in person (and signed for) to, or sent by prepaid registered mail addressed to:

If to the Client:

Office of the Chief Electoral Officer of Saskatchewan
#301 – 3303 Hillside Street
Regina, SK S4S 6W9

If to the Supplier:

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or such alternate address as either party may notify the other party in accordance with this section; and if so delivered and signed for, shall be deemed to have been received on that day or on the third business day following the date of mailing, except in the event of a mail strike or other disruption of postal service, in which case notices, reports, or communications to be given during such time shall be delivered in person (and signed for) in accordance with this section.



- 15.2 The Supplier shall take reasonable and proper care of any Client property while such property is in the possession of the Supplier or subject to its control and the Supplier shall be responsible for any loss or damage, ordinary wear and tear expected, resulting from its failure to do so.
- 15.3 The parties are and shall at all times remain independent parties and nothing contained herein shall be construed as constituting a partnership, joint venture or, unless as expressly provided herein, an agency between the Client and the Supplier.
- 15.4 The Supplier agrees to pay all debts and liabilities that it incurs in performing its obligations under this Agreement, including the liability to pay its employees the wages to which they are entitled according to law.
- 15.5 If either party hereto is delayed, hindered or prevented from the performance of any of its obligations under this Agreement (hereinafter referred to as the "delay") by reason of fire, flood, explosion, acts of God, war, revolution, civil disturbance, embargoes or other cause beyond the reasonable control of the party affected (not including a labour stoppage, lack of funds, or the financial condition of the party), such performance shall be excused for the period of the delay and any period within which such performance is to be effected shall be extended by the period of the delay. A party shall not be entitled to relief under this section unless it makes all reasonable efforts to prevent, work around or otherwise mitigate the effects of the delay and has given written notice of the delay to the other party within five (5) business days after the commencement of the delay. Notwithstanding the foregoing, this section 16.5 will not apply to the extent that the Supplier has been contracted to provide the Services to the Client in the event of a force majeure event.
- 15.6 Any rights and remedies provided under this Agreement are cumulative and are in addition to and not in substitution for any rights or remedies provided or available at law or in equity.
- 15.7 This Agreement, including the Schedules and any Statements of Work or other documents to the extent incorporated herein by reference, constitutes the entire and exclusive Agreement between the parties hereto relating to the subject matter hereof and supersedes all prior Agreements, undertakings, representations and understandings, written or oral, between the parties or their representatives relating thereto. No amendment of this Agreement shall be effective unless it is in writing and executed by the parties hereto.
- 15.8 All covenants, conditions, representations, warranties, obligations and guarantees of either party that, by their nature, impliedly or expressly, either involve some aspect of performance after completion of the Services or any expiration or termination of the Agreement or a Statement of Work, or that cannot be ascertained to have been fully performed at such times, will survive consummation of all the transactions constituting completion of the Services and any expiration or termination of the Agreement or Statement of Work.



- 15.9 Any delay, neglect or forbearance by a party in enforcing against the other party any term, condition or obligation of this Agreement shall not constitute a waiver of such or in any way prejudice any rights or remedies of that party. Any waiver of any term, condition or obligation in writing.
- 15.10 Headings used in this Agreement are for convenience of reference only and shall not affect or be utilized in the construction or interpretation of this Agreement.
- 15.11 If any provision of this Agreement is declared invalid, illegal or unenforceable, such provision shall be severed from this Agreement and the other provisions shall remain in full force and effect.
- 15.12 Time is of the essence of this Agreement.
- 15.13 This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.
- 15.14 This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Saskatchewan and the parties hereby attorn to the exclusive jurisdiction of the courts of the Province of Saskatchewan in respect of all matters or proceedings relating to this Agreement and/or the provision of the Services.
- 15.5 This Agreement may be executed in one or more counterparts and by facsimile or other electronic transmission, and all such counterparts taken together shall be deemed to constitute one and the same instrument.

[the remainder of this page is left blank intentionally.]

Signature page to follow]



IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date and year first above written.

For The Office of the Chief Electoral Officer of Saskatchewan

Signature: _____

Name: _____

Title: _____

Date: _____

For the Supplier

Signature: _____

Name: _____

Title: _____

Date: _____