



**Procurement and Contracting Services**  
30 Victoria Street  
Gatineau, Quebec K1A 0M6  
proposition-proposal@elections.ca

## REQUEST FOR STANDING OFFER

The Offeror, as identified below, offers to sell to the Chief Electoral Officer of Canada ("Elections 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.

<b>Offeror's Name:</b>
<b>Address:</b>
<b>Tel No.:</b>
<b>Fax. No.:</b>
<b>IN WITNESS WHEREOF</b> , this Request for Standing Offer has been duly executed on behalf of the Offeror 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>
<b>Date:</b> _____

<b>Chief Electoral Officer of Canada File No.</b>
ECSVT-RFSO-14-0358

<b>Title:</b>	<b>Date:</b>
Voter Information Card (VIC) Printing Services	December 02, 2014

<b>Request for Standing Offer Closing Date:</b>
December 17, 2014, 2 PM Gatineau Time

<b>INQUIRIES – address inquiries to:</b>	
<b>Office of the Chief Electoral Officer of Canada</b> Procurement and Contracting Services 30 Victoria Street Gatineau QC K1A 0M6	
<b>Attention:</b>	<b>Tel No.</b>
Stella Van Tassel Senior Advisor	819-939-1491
	<b>E-mail.</b>
	Proposition-Proposal@elections.ca

<b>RETURN OFFERS TO:</b>
<b>Proposal Receiving Unit</b>
<b>c/o Business Centre</b> 30 Victoria Street Gatineau QC K1A 0M6
<b>OFFERS TRANSMITTED BY FACSIMILE OR ELECTRONIC MAIL WILL NOT BE ACCEPTED.</b>

This Request for Standing Offer (“RFSO”) contains the following documents:

**Part 1 – General Information**

**Part 2 – Offeror Instructions**

**Part 3 – Offer Preparation Instructions**

**Part 4 – Evaluation Procedures and Basis of Selection**

**Part 5 – Security, Financial and Other Requirements**

**Part 6 – Standing Offer (“Standing Offer”)**

Annex A – Resulting Contract Clauses

Appendix A – Statement of Work

Appendix A-1 Work Management Plan

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Appendix A-4 Certificate of Destruction

Appendix A-5 List of CPC Destination Plant

Appendix A-6 Sample of Statement of Mailing

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Appendix B – General Conditions –Mixed Goods and Services

Appendix C – Supplemental Conditions – Personal Information

Annex B – Pricing Tables

Annex C – Security Requirements Check List

Annex D – Template Call-up

**Part 7 – Technical Evaluation Criteria**

Annex A – Template Work Management Plan

**Part 8 – Financial Evaluation Criteria**

Annex A – Financial Offer Table Template

**Part 9 – Certificates**

# Request for Standing Offer ECSVT-RFSO-14-0385 Voter Information Card (VIC) Printing Services

## Part 1. General Information

### 1.1 Code of Conduct for Procurement

- 1.1.1 Offerors must comply with the [Code of Conduct for Procurement](#). In addition, Offerors must respond to RFSOs in an honest, fair and comprehensive manner; accurately reflect their capacity to satisfy the requirements stipulated in the RFSO, Standing Offer and any resulting contracts; submit offers as well as enter into contracts only if they will fulfill all obligations of those contracts.
- 1.1.2 By submitting an offer, Offerors 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 issued a Standing Offer and awarded contracts. Elections Canada will declare non-responsive any offer 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 issuance of a Standing Offer, that the Offeror made a false declaration or certification, Elections Canada will have the right to set aside the Standing Offer and to terminate for default any resulting contracts. The Offeror and any of the Offeror's Affiliates will also be required to remain free and clear of any acts or convictions specified herein during the period of any Standing Offer arising from this RFSO and any Call-ups made against such Standing Offer. Elections Canada may verify the information provided by the Offeror 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 an offer, the Offeror certifies that no one convicted under any of the provisions under Subparagraphs 1.1.3 (a) and (b) are to receive any benefit under a Standing Offer or any resulting contracts arising from this RFSO. In addition, the Offeror 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 Offeror nor any of the Offeror'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 Offeror must provide with its offer a certified copy of confirming documentation from an official source. If such documentation has not been received by the time the evaluation of offers is completed, Elections Canada will inform the Offeror of a time frame within which to provide the information. Failure to comply will render the offer non-responsive.

1.1.5 Offerors understand that Elections Canada may issue standing offers or contracts outside of the present solicitation process with an Offeror or an Affiliate who has been convicted of an offence enumerated under Subparagraphs 1.1.3 (c) to (g) or with someone who has been convicted of an offence enumerated under Subparagraphs 1.1.3 (c) to (h) when required to do so by law or legal proceedings or when Elections Canada, in its sole discretion, considers it necessary to the public interest for reasons which include, but are not limited to:

- (a) no one else 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 an offer, the Offeror certifies that neither the Offeror nor any of the Offeror'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 Standing Offer and any Call-ups made against the Standing Offer 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 purpose of this Section 1.1, 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 Section 1.1, which has the same or similar management, ownership or principal employees as the Offeror that is charged or convicted, as the case may be.
- 1.1.8 The Offeror acknowledges and agrees that the certifications contemplated in Section 1.1 must remain valid during the period of any Standing Offer arising from this RFSO.

## **1.2 Definitions**

Unless the context requires otherwise, the capitalized terms used in Part 1 to 5 of this RFSO shall have the definitions assigned to them in the Standing Offer.

## **1.3 Summary**

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

### **1.3.1 The Requirement**

Elections Canada has a requirement for the printing, storage, mail preparation and delivery to Canada Post Corporation (CPC) of approximately 26,000,000 voter information cards (VIC) necessary to support a general election or a referendum. Elections Canada anticipates issuing up to a maximum of five Standing Offers each with a requirement to print 5,200,000 VICs. The Standing Offers will also be used for by-elections. There are on average 10 by-elections per year. Offerors will be assigned electoral districts that will amount to approximately 74,000 VICs per by-election. If a by-election occurs in one of those electoral districts, a Call-up will be issued to that Offeror.

Offerors have the options to submit offers for additional print capacity. In the event that five Standing Offers are not issued, Elections Canada will issue Call-ups for the additional print capacity to

those Offerors that have submitted offers for such additional print capacity.

The Standing Offers will be for the exclusive use of Elections Canada. The Technical Authority will identify the requirements and the Standing Offer Authority will authorize the Call-up.

The SOW outlines the services that will be required by Elections Canada.

### **1.3.2 Period of the Standing Offer**

The period for making Call-ups against the Standing Offer will be from the Effective Date of the Standing Offer until March 31, 2016.

The Offeror grants to Elections Canada the irrevocable option to extend the term of the Standing Offer by up to four additional periods of one year 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 Standing Offer.

### **1.3.4 Trade Agreements**

The requirement is subject to the provisions of the Agreement on Internal Trade (AIT).

### **1.3.5 Federal Contractors Program**

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

## **1.4 Communications Notification**

As a courtesy, Elections Canada requests that successful Offerors notify the Standing Offer Authority in advance of their intention to make public announcements related to the issue of a Standing Offer or any resulting Call-Ups.

## **1.5 Debriefings**

After the issuance of a Standing Offer, Offerors may request a debriefing on the results of the RFSO process. Offerors should make the request to the Standing Offer Authority within 15 Business Days of receipt of the results of the RFSO process. The debriefing may be in writing, by telephone or in person.

## **Part 2. Offeror Instructions**

### **2.1 Instructions and Conditions**

Offerors who submit an offer agree to be bound by the terms and conditions of this RFSO and accept the clauses and conditions of the Standing Offer and any resulting contracts.

### **2.2 Procurement Business Number**

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

### **2.3 Definition of Offeror**

“Offeror” means the person or entity (or, in the case of a joint venture, the persons or entities) submitting an offer to provide goods, services or both under a Call-up resulting from a Standing Offer. It does not include the parent, subsidiaries or other Affiliates of the Offeror nor its subcontractors.

### **2.4 Submission of Offers**

2.4.1 Elections Canada requires that each offer, at RFSO closing date and time or upon request from the Standing Offer Authority, be signed by the Offeror or by an authorized representative of the Offeror. If an offer is submitted by a joint venture, it must be in accordance with Section 2.16.

2.4.2 It is the Offeror's responsibility to:

- (a) obtain clarification of the requirements contained in the RFSO, if necessary, before submitting an offer;
- (b) prepare its offer in accordance with the instructions contained in the RFSO;
- (c) submit by the RFSO closing date and time a complete offer;
- (d) send its offer only to the Proposal Receiving Unit specified on page 1 of this RFSO (“Proposal Receiving Unit”). The Proposal Receiving Unit is open from 8:00 a.m. to 4:30 p.m. EST Monday to Friday;
- (e) ensure that the Offeror's name, the Offeror’s return address, the RFSO number, and the RFSO closing date and time are clearly visible on the envelope or parcel(s) containing the offer; and

- (f) provide a comprehensible and sufficiently detailed offer including all requested pricing details, that will permit a complete evaluation in accordance with the criteria set out in the RFSO.

- 2.4.3 If Elections Canada has provided Offerors with multiple formats of a document that forms part of the RFSO (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 RFSO revising any documents provided to Offerors in multiple formats, Elections Canada will not necessarily update all formats to reflect these revisions. It is the Offeror's responsibility to ensure that revisions made through any RFSO 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 Offers will remain open for acceptance for a period of not less than 60 calendar days from the RFSO closing date. Elections Canada reserves the right to seek an extension of the offer validity period from all responsive Offerors in writing, within a minimum of three calendar days before the end of the offer validity period. If the extension is accepted by all responsive Offerors, Elections Canada will continue with the evaluation of the offers. If the extension is not accepted by all responsive Offerors, Elections Canada will, at its sole discretion, either continue with the evaluation of the offers of those who have accepted the extension or cancel the RFSO.
- 2.4.5 Offer documents and supporting information may be submitted in either English or French.
- 2.4.6 Offers received on or before the stipulated RFSO closing date and time will become the property of Elections Canada and will not be returned. All offers 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, as amended from time to time.
- 2.4.7 Unless specified otherwise in the RFSO, Elections Canada will evaluate only the documentation provided with an Offeror's offer. 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 offer.
- 2.4.8 An offer cannot be assigned or transferred in whole or in part.

## **2.5 Transmission by Facsimile and Email**

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

## **2.6 Late Offers**

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

## **2.7 Delayed Offers**

2.7.1 An offer delivered to the Proposal Receiving Unit after the RFSO closing date and time but before the announcement of the successful Offeror or Offerors, as the case may be, or before a Standing Offer is entered into may be considered, provided the Offeror 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 this Section. 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 offer was mailed before the RFSO closing date.

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

2.7.3 Postage meter imprints, whether imprinted by the Offeror, 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 Offeror to allow sufficient time to obtain customs clearance, where required, before the RFSO 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 offer under Section 2.7.

## **2.9 Legal Capacity**

The Offeror must have the legal capacity to contract. If the Offeror is a sole proprietorship, a partnership or a corporate body, the Offeror must provide, if requested by the Standing Offer 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 Offerors submitting an offer as a joint venture.

## **2.10 Rights of Elections Canada**

Elections Canada reserves the right to:

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

## **2.11 Rejection of Offer**

2.11.1 Elections Canada may reject an offer where any of the following circumstances is present:

- (a) the Offeror 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 Offeror, any of its employees or any subcontractor included as part of the offer;
- (c) evidence, satisfactory to Elections Canada, that based on past conduct or behavior, the Offeror, 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 Offeror, any of its employees or any subcontractor included as part of the offer; and
- (e) Elections Canada determines that the Offeror's performance on other contracts, including the efficiency and workmanship as well as the extent to which the Offeror performed the work in accordance with those contracts, is sufficiently poor to

jeopardize the successful completion of the requirement of this RFSO.

- 2.11.2 Where Elections Canada intends to reject an offer pursuant to a provision of Subsection 2.11.1, the Standing Offer Authority will so inform the Offeror and provide the Offeror ten calendar days within which to make representations, before making a final decision on the rejection of the offer.
- 2.11.3 Elections Canada reserves the right to apply additional scrutiny, in particular when multiple offers are received in response to the RFSO from a single Offeror or a joint venture. Elections Canada reserves the right to:
- (a) reject any or all of the offers submitted by a single Offeror or joint venture if their inclusion in the evaluation has the effect of prejudicing the integrity and fairness of the process; and
  - (b) reject any or all of the offers submitted by a single Offeror or joint venture if their inclusion in the procurement process would distort the solicitation evaluation; cause a result that would not reasonably have been expected under prevailing market conditions; and/or not provide good value to Elections Canada.

## **2.12 Communication – Solicitation Period**

- 2.12.1 To ensure the integrity of the competitive RFSO process, enquiries and other communications regarding the RFSO must be directed to only the Standing Offer Authority. Failure to comply with this requirement may result in the offer being declared non-responsive.
- 2.12.2 To ensure consistency and quality of information provided to Offerors, enquiries of significance received and the replies to such enquiries will be provided simultaneously to Offerors to which the RFSO has been sent, without revealing the sources of the enquiries.

## **2.13 Price Justification**

- 2.13.1 In the event that the Offeror's offer is the sole responsive offer received, the Offeror must provide, on Elections Canada's request, a fair price certification in the form prescribed by Elections Canada, whereby the Offeror 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 Offeror's most favoured customer, for the like quality and quantity of goods, services or both;
  - (b) does not include an element of profit on the sale in excess of that normally obtained by the Offeror on the sale of goods, services or both of like quality and quantity; and
  - (c) does not include any provisions for discounts to selling agents.

2.13.2 Offerors must submit the fair price certification within the delay prescribed in the request issued pursuant to Subsection 2.13.1. Failure to comply with the request may result in the offer being declared non-responsive.

## **2.14 Offer Costs**

No payment will be made for costs incurred in the preparation and submission of an offer in response to the RFSO. Costs associated with preparing and submitting an offer, as well as any costs incurred by the Offeror associated with the evaluation of the offer, are the sole responsibility of the Offeror.

## **2.15 Conduct of Evaluation**

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

- (a) seek clarification or verification from Offerors regarding any or all information provided by them with respect to the RFSO;
- (b) contact any or all references supplied by Offerors to verify and validate any information submitted by them;
- (c) request, before issuance of any Standing Offer, specific information with respect to Offerors' legal status;
- (d) conduct a survey of Offerors' facilities and/or examine their technical, managerial and financial capabilities to determine if they are adequate to meet the requirements of the RFSO;
- (e) correct any error in the extended pricing of offers by using unit pricing and any error in quantities in offers to reflect the quantities stated in the RFSO. In the case of error in the extension of prices, the unit price will govern;
- (f) verify any information provided by Offerors through independent research, use of any government resources or by contacting third parties; and
- (g) test and interview, at the sole costs of Offerors, the Offeror and/or any or all of the resources proposed by Offerors to fulfill the requirement of the RFSO.

## **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 an offer on a requirement. Offerors who submit

an offer 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 offer, the Offeror must provide the information on request from the Standing Offer Authority.

2.16.3 The offer and any Standing Offer 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 Standing Offer 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 RFSO and any Standing Offer. If a Standing Offer is issued to a joint venture, all members of the joint venture will be jointly and severally liable for the performance of any contract resulting from a Call-up.

## **2.17 Conflict of Interest – Unfair Advantage**

2.17.1 In order to protect the integrity of the procurement process, Offerors are advised that Elections Canada may reject an offer in the following circumstances:

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

2.17.2 The experience acquired by an Offeror who is providing or has provided the goods and services described in the RFSO (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. This Offeror remains however subject to the criteria established in Subsection 2.17.1.

2.17.3 Where Elections Canada intends to reject an offer under this Section, the Standing Offer Authority will inform the Offeror and provide the Offeror an opportunity to make

representations before Elections Canada makes a final decision. Offerors who are in doubt about a particular situation should contact the Standing Offer Authority before the RFSO closing date. By submitting an offer, the Offeror represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Offeror 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 RFSO contains all the requirements relating to the request for offers. Any other information or documentation provided to or obtained by an Offeror from any source are not relevant to this RFSO. Offerors should not assume that practices used under previous Standing Offers or contracts will continue, unless they are described in the RFSO. Offerors should also not assume that their existing capabilities meet the requirements of the RFSO simply because they have met previous requirements.

## **2.19 Enquiries**

- 2.19.1 All enquiries must be submitted in writing to the Standing Offer Authority no later than 5 calendar days before the RFSO closing date. Enquiries received after that time may not be answered.
- 2.19.2 Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by Offerors 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 Offerors do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all Offerors. Enquiries not submitted in a form that can be distributed to all Offerors may not be answered by Elections Canada.

## **2.20 Applicable Laws**

- 2.20.1 Any Standing Offer and resulting contracts 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 Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, by deleting Ontario in Subsection 2.20.1 and inserting 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 Offerors in accordance with such subsection.

## **2.21 Request for VIC Data Test**

2.21.1 No later than 10 calendar days before the RFSO closing date, Offerors wishing to submit an offer shall submit a written request via email to the Standing Offer Authority requesting the VIC data. The VIC data is required to complete a test print run of 200 VICs in accordance with M1 of Part 7 – Technical Evaluation Criteria.

2.21.2 The Standing Offer Authority shall, without delay, send via email to the Offerors:

- (a) two PDFs of the VIC template (the front and back) of the VIC Color Data File;
- (b) 200 PDFs of the front of the VIC Variable Data File; and
- (c) 200 PDFs of the back of the VIC Variable Data File.

## **Part 3. Offer Preparation Instructions**

### **3.1. Offer Preparation Instructions**

3.1.1 Elections Canada requests that Offerors provide their offer in separately bound sections as follows:

Section I: Technical Offer - five hard copies with 200 unique VICs

Section II: Financial Offer - one hard copy

Section III: Certifications - one hard copy

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

3.1.3 Elections Canada requests that Offerors follow the format instructions described below in the preparation of their offer:

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

3.1.4 In the event that the Offeror fails to provide the numbers of copies required pursuant to Subsection 3.1.1, the Standing Offer Authority will contact the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request

of the Standing Offer Authority and meet the requirement within that time period will render the Offer non-responsive.

- 3.1.5 To assist in reaching the objective set out in the [Policy on Green Procurement](#), in preparing their offers, Offerors 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 Offer**

- 3.2.1 In their technical offer, Offerors should demonstrate their understanding of the requirements contained in the RFSO and, in a thorough, concise and clear manner, explain how they will meet the requirements of the SOW and carry out the Work.
- 3.2.2 The technical offer should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the offer will be evaluated, which are set out in Part 7 – Technical Evaluation Criteria. Simply repeating the statement contained in the RFSO is not sufficient. In order to facilitate the evaluation of the offer, Elections Canada requests that Offerors structure their offer in the order of the evaluation criteria by using the same headings. To avoid duplication, Offerors may refer to different sections of their offer by identifying the specific paragraph and page number where the subject topic has already been addressed.

### **3.3. Section II – Financial Offer**

Offerors must submit their financial offer in accordance with Part 8 – Financial Evaluation Criteria.

### **3.4. Section III – Certificates**

- 3.4.1 The Certificates in Part 9 must be completed by the Offeror in accordance with this Section 3.4. Offerors must provide the required certifications to be issued a Standing Offer. Elections Canada will declare an offer non-responsive if the required certifications are not completed and submitted as requested.
- 3.4.2 Offerors' compliance with the certifications provided to Elections Canada is subject to verification by Elections Canada during the offer evaluation period and after the issuance of a Standing Offer. The Standing Offer Authority will have the right to ask for additional

information to verify Offerors' compliance with the certifications before the issuance of a Standing Offer. The offer will be declared non-responsive if any certification made by the Offeror is untrue, whether knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Standing Offer Authority for additional information will also render the offer non-responsive.

- 3.4.3 The Certificates in Part 9 should be completed and submitted with the offer but may be submitted afterwards. If any part of these Certificates is not completed and submitted as requested, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirement within that time period will render the offer non-responsive.

## **Part 4. Evaluation Procedures and Basis of Selection**

### **4.1. General Evaluation Procedures**

- 4.1.1 Offers will be assessed in accordance with the entire requirement of the RFSO including the technical and financial evaluation criteria.
- 4.1.2 An evaluation team composed of representatives of Elections Canada and Bell Canada will evaluate the offers.

### **4.2. Technical Evaluation**

- 4.2.1 The mandatory and 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 An offer must comply with all the requirements of the RFSO. If it is determined that an offer does not comply with any of the requirements of the RFSO, such offer 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 Offeror
- Phase 5 – Rated Technical Evaluation for Option 1 – Additional Printing of 1,300,000
- Phase 6 – Financial Evaluation for Option 1 – Additional Printing of 1,300,000
- Phase 7 – Determination of Offerors for Option 1 – Additional Printing of 1,300,000
- Phase 8 – Rated Technical Evaluation for Option 2 – Additional Printing of 3,463,000
- Phase 9 – Financial Evaluation for Option 2 – Additional Printing of 3,463,000
- Phase 10 – Determination of Offerors for Option 2 – Additional Printing of 3,463,000
- Phase 11 – Rated Technical Evaluation for Option 3 – Additional Printing of 7,800,000
- Phase 12 – Financial Evaluation for Option 3 – Additional Printing of 7,800,000
- Phase 13 – Determination of Offeror for Option 3 – Additional Printing of 7,800,000

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 Offeror's offer being non-responsive for the re-evaluated Phase, the offer will be assessed as non-responsive and given no further consideration.

#### 4.4.3 Phase 1 – Mandatory Technical Evaluation

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

#### 4.4.4 Phase 2 – Rated Technical Evaluation

In Phase 2, the offers 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 Offers"). If any Phase 2 Offer does not obtain the required minimum of 70 percent overall of the points for the technical evaluation criteria which are subject to point rating, such offer will be deemed non-responsive and will not be given further consideration. The rating is performed on a scale of 190 points.

#### 4.4.5 Phase 3 – Financial Evaluation

In Phase 3, the offers that are deemed responsive in Phases 1 and 2 will be evaluated against the mandatory financial evaluation criteria set out in Tables A to C and G of Part 8 – Financial Evaluation Criteria.

The price of the offer 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 Offeror

- (a) In Phase 4, a combined evaluation score for each offer that passed Phases 1, 2, and 3 (the “Phase 3 Offer”) will be determined in accordance with the following formula:

$$\frac{\text{OFFEROR'S PHASE 2 OFFER SCORE} \times 70}{\text{MAXIMUM NUMBER OF POINTS AVAILABLE FOR PHASE 2 OFFER SCORE 190}} + \frac{\text{LOWEST PRICE} \times 30}{\text{OFFEROR'S TOTAL OFFER PRICE (Annex A – Table G of Part 8 – Financial Evaluation Criteria)}} = \text{COMBINED EVALUATION SCORE}$$

- (b) For the purpose of the formula, the “Lowest Price” will be the lowest “Total Offer Price” submitted by Offerors in their completed Annex A – Table G – Determination of the Offer Price of Part 8 – Financial Evaluation Criteria.
- (c) As set out in the formula, the Phase 2 Offer score is weighted as 70 percent of the combined evaluation score and Total Offer Price is weighted as 30 percent of the combined evaluation.
- (d) The five Offerors with the highest combined evaluation score in the Phase 4 Offer will be considered for the issuance of a Standing Offer.

4.4.7 Phase 5 – Rated Technical Evaluation for Option 1 – Additional Printing Capacity of 1,300,000

In Phase 5, offers, that include an Option 1 offer, that were deemed responsive in Phases 1, 2, and 3 and that will be considered for the issuance of Standing Offer in accordance with Phase 4, will be evaluated against the rated technical evaluation criteria set out in Section C of Part 7 – Technical Evaluation Criteria (the “Phase 5 Offers”). If any Phase 5 Offer does not obtain the required minimum of 45 percent overall of the points for the technical evaluation criteria which are subject to point rating, such offer will be deemed non-responsive and will not be given further consideration. The rating is performed on a scale of 13 points.

4.4.8 Phase 6 – Financial Evaluation for Option 1 – Additional Printing of 1,300,000

In Phase 6, the offers that are deemed responsive in Phase 5 will be evaluated against the mandatory financial evaluation criteria set out in Table D of Part 8 – Financial Evaluation Criteria.

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

4.4.9 Phase 7 – Determination of Offerors for Option 1 – Additional Printing of 1,300,000

- (a) In Phase 7, a combined evaluation score for each offer that passed Phases 5 and 6 (the “Phase 7 Offer”) will be determined in accordance with the following formula:

$$\frac{\text{OFFEROR'S PHASE 5 OFFER SCORE} \times 70}{\text{MAXIMUM NUMBER OF POINTS AVAILABLE FOR PHASE 5 OFFER SCORE 13}} + \frac{\text{LOWEST PRICE} \times 30}{\text{OFFEROR'S TOTAL OFFER PRICE FOR OPTION 1 (Annex A – Table H of Part 8 – Financial Evaluation Criteria)}} = \text{COMBINED EVALUATION SCORE}$$

- (b) For the purpose of the formula, the “Lowest Price” will be the lowest “Total Offer Price” submitted by Offerors in their completed Annex A – Table H – Determination of the Offer Price of Part 8 – Financial Evaluation Criteria.
- (c) As set out in the formula, the Phase 5 Offer score is weighted as 70 percent of the combined evaluation score and Total Offer Price for Option 1 is weighted as 30 percent of the combined evaluation.
- (d) The standing offers of Offerors with a minimum score required of 70 will include the Option 1 – Additional Printing of 1,300,000 VICs.

4.4.10 Phase 8 – Rated Technical Evaluation for Option 2 – Additional Printing Capacity of 3,463,000

In Phase 8, offers, that include an Option 2 offer, that will be considered for the issuance of Standing Offer in accordance with Phase 4 and that are deemed responsive to Phases 5, 6, and 7 will be evaluated against the rated technical evaluation criteria set out in Section D of Part 7 – Technical Evaluation Criteria (the “Phase 8 Offers”). If any Phase 8 Offer does not obtain the required minimum of 45 percent overall of the points for the technical evaluation criteria which are subject to point rating, such offer will be deemed non-responsive and will not be given further consideration. The rating is performed on a scale of 13 points.

4.4.11 Phase 9 – Financial Evaluation for Option 2 – Additional Printing of 3,463,000

In Phase 9, the offers that are deemed responsive in Phase 8 will be evaluated against the mandatory financial evaluation criteria set out in Table E of Part 8 – Financial Evaluation Criteria.

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

4.4.12 Phase 10 – Determination of Offerors for Option 2 – Additional Printing of 3,463,000

- (a) In Phase 10, a combined evaluation score for each offer that passed Phases 8 and 9 (the “Phase 10 Offer”) will be determined in accordance with the following formula:

$$\frac{\text{OFFEROR'S PHASE 8 OFFER SCORE} \times 70}{\text{MAXIMUM NUMBER OF POINTS AVAILABLE FOR PHASE 8 OFFER SCORE 13}} + \frac{\text{LOWEST PRICE} \times 30}{\text{OFFEROR'S TOTAL OFFER PRICE FOR OPTION 2 (Annex A – Table I of Part 8 – Financial Evaluation Criteria)}} = \text{COMBINED EVALUATION SCORE}$$

- (b) For the purpose of the formula, the “Lowest Price” will be the lowest “Total Offer Price” submitted by Offerors in their completed Annex A – Table I – Determination of the Offer Price of Part 8 – Financial Evaluation Criteria.
- (c) As set out in the formula, the Phase 8 Offer score is weighted as 70 percent of the combined evaluation score and Total Offer Price for Option 2 is weighted as 30 percent of the combined evaluation.
- (d) The standing offers of Offerors with a minimum score required of 70 will include the Option 2 – Additional Printing of 3,463,000 VICs.

4.4.13 Phase 11 – Rated Technical Evaluation for Option 3 – Additional Printing Capacity of 7,800,000

In Phase 11, offers, that include an Option 3 offer, that will be considered for the issuance of Standing Offer in accordance with Phase 4 and that are deemed responsive to Phases 7, 8, 9 10 will be evaluated against the rated technical evaluation criteria set out in Section E of Part 7 – Technical Evaluation Criteria (the “Phase 11 Offers”). If any Phase 11 Offer does not obtain the required minimum of 45 percent overall of the points for the technical evaluation criteria which are subject to point rating, such offer will be deemed non-responsive and will not be given further consideration. The rating is performed on a scale of 13 points.

4.4.14 Phase 12 – Financial Evaluation for Option 3 – Additional Printing of 7,800,000

In Phase 12, the offers that are deemed responsive in Phase 11 will be evaluated against the mandatory financial evaluation criteria set out in Table F of Part 8 – Financial Evaluation Criteria.

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

4.4.15 Phase 13 – Determination of Offerors for Option 3 – Additional Printing of 7,800,000

- (a) In Phase 13, a combined evaluation score for each offer that passed Phases 11 and 12 (the “Phase 13 Offer”) will be determined in accordance with the following formula:

$$\frac{\text{OFFEROR'S PHASE 11 OFFER SCORE}}{\text{OFFEROR'S PHASE 11 OFFER SCORE}} + \frac{\text{LOWEST PRICE} \times 30}{\text{LOWEST PRICE} \times 30} = \text{COMBINED EVALUATION SCORE}$$

X 70	
MAXIMUM NUMBER OF POINTS AVAILABLE FOR PHASE 11 OFFER SCORE 13	OFFEROR'S TOTAL OFFER PRICE FOR OPTION 3 (Annex A – Table J of Part 8 – Financial Evaluation Criteria)

- (b) For the purpose of the formula, the “Lowest Price” will be the lowest “Total Offer Price” submitted by Offerors in their completed Annex A – Table J – Determination of the Offer Price of Part 8 – Financial Evaluation Criteria.
- (c) As set out in the formula, the Phase 11 Offer score is weighted as 70 percent of the combined evaluation score and Total Offer Price for Option 3 is weighted as 30 percent of the combined evaluation.
- (e) The standing offers of Offerors with a minimum score required of 70 will include the Option 1 – Additional Printing of 7,800,000 VICs.

## **Part 5. Security, Financial and Other Requirements**

### **5.1 Security Requirement**

5.1.1 At RFSO closing date, the following conditions must be met:

- (a) the Offeror must hold a valid organization security clearance as indicated in Part 6 – Standing Offer; and
- (b) the Offeror, its personnel or proposed resources requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 6 – Standing Offer.

### **5.2 Financial Capability**

5.2.1 The Offeror must have the financial capability to fulfill this requirement. To determine the Offeror’s financial capability, the Standing Offer Authority may, by written notice to the Offeror, require the submission of some or all of the financial information detailed below during the evaluation of offers. The Offeror must provide the following information to the Standing Offer Authority within 15 Business Days of the request or as specified by the Standing Offer Authority in the notice:

- (a) Audited financial statements, if available, or the unaudited financial statements (prepared by the Offeror’s outside accounting firm, if available, or prepared in-house if no external statements have been prepared) for the Offeror’s last three fiscal years, or for the years that the Offeror 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 Standing Offer Authority, the Offeror 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 Standing Offer Authority requests this information.
- (c) If the Offeror 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 Standing Offer Authority requests this information.
- (d) A certification from the Chief Financial Officer or an authorized signing officer of the Offeror 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 Offeror outlining the total of lines of credit granted to the Offeror and the amount of credit that remains available and not drawn upon as of one month prior to the date on which the Standing Offer Authority requests this information.

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

5.2.3 If the Offeror is a subsidiary of another company, then any financial information in 5.2.1(a) to 5.2.1(e) above required by the Standing Offer 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 Offeror, and the financial capability of a parent cannot be substituted for the financial capability of the Offeror 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 Offeror any other information that Elections Canada requires to conduct a complete financial capability assessment of the Offeror.

5.2.5 If the Offeror 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 Offeror's financial capability to fulfill this requirement, Elections Canada may consider any security the Offeror is capable of providing at the Offeror's sole expense (for example, 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 Offerors are responsible for deciding if insurance coverage is necessary to fulfill the obligations under the Standing Offer to ensure compliance with any applicable law. Any insurance acquired or maintained by Offerors is at their own expense and for their own benefit and protection. It does not release the successful Offeror from or reduce its liability under the Standing Offer.



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

## STANDING OFFER

The Offeror, 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 at the prices set out therefore.

Return one signed copy of the Standing Offer forthwith.

**Offeror's Name and Address:**

[insert Offeror's LEGAL NAME and ADDRESS at issuance of Standing Offer]

**Standing Offer No.:**  
 05005-14-[insert at issuance of Standing Offer]

<b>Title:</b> [insert at issuance of Standing Offer]	<b>Date of Standing Offer:</b> [insert at issuance of Standing Offer]
<b>Term of Standing Offer:</b> [insert at issuance of Standing Offer]	<b>Financial Code:</b> [insert at issuance of Standing Offer]
<b>Total Financial Limitation (incl. applicable sales tax):</b> [insert at issuance of Standing Offer]	<b>Applicable sales tax:</b> [insert at issuance of Standing Offer]

**ENQUIRIES & INVOICES**

**Office of the Chief Electoral Officer of Canada**  
 30 rue Victoria  
 Gatineau QC K1A 0M6

Standing Offer enquiries to:	
[insert name and title at issuance of Standing Offer] Procurement and Contracting Services	<b>Tel No.</b>
	<b>E-mail</b>
Send invoices to:	
[insert name, title and sector at issuance of Standing Offer]	<b>Tel No.</b>
	<b>E-mail</b>

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

[Insert Offeror's LEGAL NAME]

\_\_\_\_\_  
 (signature of authorized representative)

\_\_\_\_\_  
 (print name of authorized representative)

\_\_\_\_\_  
 (print title of authorized representative)

Date: \_\_\_\_\_

**Chief Electoral Officer**

\_\_\_\_\_  
 (signature of authorized representative)

[Insert name of authorized representative]

[Insert title of authorized representative]  
 Procurement and Contracting Services

Date: \_\_\_\_\_

## STANDING OFFER AGREEMENT

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### Article 1 Interpretation

#### Section 1.01 Definitions

1.01.01 In the Standing Offer, unless the context otherwise requires:

“Articles of the Standing Offer”	means this Article 1 to [insert when issuing Standing Offer]
“Business Day”	means a day other than a Saturday, Sunday or statutory holiday in the province of Quebec;
“Call-up”	means an order signed and issued by the Standing Offer Authority in the form attached as Annex D;
“Code of Conduct for Procurement”	means the Code of Conduct for procurement found at <a href="http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html">http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html</a> ;
“Contract”	has the meaning ascribed to it in Subsection 7.01.01 and includes the Articles of Agreement, the General Conditions, any supplemental conditions, annexes, appendices 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 in accordance with Article 24 of the General Conditions;
“Effective Date”	means the date stated as the “Date of the Standing Offer” on the first page of the Standing Offer;
“Offeror”	means the person or entity whose name appears on the first page of the Standing Offer and who offers to provide goods, services or both to Elections Canada under the Standing Offer;
“SPOC”	means the Offeror’s single point of contact;
“SOW”	means the statement of work attached as Appendix A to the Contract, including the schedules referred to therein, if any;
“Standing Offer”	means the Articles of the Standing Offer, the written offer from the Offeror referred to in Subsection 1.02.01, the

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## STANDING OFFER AGREEMENT

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annexes, the appendices and any other document specified or referred to as forming part of the Standing Offer;

“Standing Offer Authority” means the person designated as such in the Standing Offer, or by notice to the Offeror, to act as the representative of Elections Canada in the management of the Standing Offer; and

“Term” means the Initial Term identified in Section 2.01 and any additional periods resulting from Elections Canada exercising its irrevocable option to extend the period of the Standing Offer provided for in Section 2.02.

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 the Standing Offer as if those words and terms were defined herein.

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

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

1. These Articles of the Standing Offer;
2. Annex A – Resulting Contract Clauses;
3. Appendix A – Statement of Work;
4. Appendix A-2 – Informational Quality Level Specifications;
5. Appendix A-3 – EC Authorized Users;

## STANDING OFFER AGREEMENT

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6. Appendix A-4 – Certificate of Destruction;
7. Appendix A-5 – List of CPC Destination Plant;
8. Appendix A-6 – Sample of Statement of Mailing;
9. Appendix A-6 – Sample of French and English VIC;
10. Appendix B – General Conditions – Mixed Goods and Services;
11. Appendix C – Supplemental Conditions – Personal Information;
12. Annex B – Pricing Tables [To be completed at issuance of Standing Offer];
13. Annex C – Security Requirements Check List;
14. Annex D – Template Call-up; and
15. Appendix A-1 – Work Management Plan [To be inserted at issuance of Standing Offer]
16. the Offeror's offer, dated \_\_\_\_\_ [To be inserted at issuance of Standing Offer].

### Section 1.03 General

1.03.01 The Offeror acknowledges that a Standing Offer is not a contract and that it does not oblige or commit Elections Canada to procure or contract for any goods, services or both listed in the Standing Offer. The Offeror understands and agrees that Elections Canada has the right to procure the goods, services or both specified in the Standing Offer by means of any other contract, Standing Offer or contracting method.

### Section 1.04 Offer

1.04.01 The Offeror offers to provide and deliver to Elections Canada the goods, services or both described in the Standing Offer, in accordance with the pricing set out in Annex B – Pricing Tables if and when a request for such goods, services or both, is made in accordance with the procedures set out in Article 5 – Call-up Procedures.

1.04.02 The Offeror agrees that:

## STANDING OFFER AGREEMENT

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- (a) Elections Canada's liability is limited to that which arises from Call-ups against the Standing Offer made within the Term of the Standing Offer;
- (b) the Standing Offer cannot be assigned or transferred in whole or in part; and
- (c) the Standing Offer may be set aside by Elections Canada at any time.

### **Section 1.05 Withdrawal**

1.05.01 In the event that the Offeror wishes to withdraw the Standing Offer, the Offeror must provide no less than 120 calendar days' written notice to the Standing Offer Authority. The 120 day period will start upon receipt of the notification by the Standing Offer Authority and the withdrawal will be effective at the expiry of that period. The Offeror must fulfill any and all Call-ups made before the expiry of that period.

### **Section 1.06 Revision**

1.06.01 The Term of the Standing Offer may only be extended, or its usage increased, by the Standing Offer Authority issuing a revision to the Standing Offer made in writing.

### **Section 1.07 Disclosure of Information**

1.07.01 The Offeror agrees to the disclosure of its Standing Offer unit prices or rates by Elections Canada, and further agrees that it will have no right to claim against Elections Canada, their employees, agents or servants, or any of them, in relation to such disclosure.

## **Article 2 Period of Standing Offer**

### **Section 2.01 Term**

2.01.01 The Standing Offer period and the period for making Call-ups against the Standing Offer will be from the Effective Date of the Standing Offer until March 31, 2016 (the "Initial Term").

### **Section 2.02 Option to Extend**

2.02.01 The Offeror will grant to Elections Canada irrevocable options to extend the Term of the Standing Offer by four additional periods of one year under the same terms and conditions.

## STANDING OFFER AGREEMENT

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- 2.02.02 Elections Canada may exercise these options at any time by sending a written notice to the Offeror at least 15 calendar days before the Standing Offer expiry date or any extension thereof.
- 2.02.03 The options to extend the Term of the Standing Offer may be exercised only by the Standing Offer Authority.

### Article 3 Authorities

#### Section 3.01 Standing Offer Authority

- 3.01.01 The Standing Offer Authority for the Standing Offer is:

**[insert at issuance of Standing Offer]**

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

- 3.01.02 The Standing Offer Authority is responsible for the management of the Standing Offer, and any changes to the Standing Offer must be authorized in writing by the Standing Offer Authority. The Offeror must not perform work in excess of or outside the scope of the Standing Offer or any resulting contract based on verbal or written requests or instructions from anybody other than the Standing Offer Authority.
- 3.01.03 Upon issuing a Call-up, the Standing Offer Authority is responsible for any contractual issues relating to individual Call-ups made against the Standing Offer.

#### Section 3.02 Technical Authority

- 3.02.01 The Technical Authority for the Standing Offer is:

**[insert at issuance of Standing Offer]**

Elections Canada  
30 Victoria Street  
Gatineau QC K1A 0M6  
Tel: 819-

## STANDING OFFER AGREEMENT

Fax: 819-

E-mail:

- 3.02.02 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 Standing Offer. 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 revision of the Standing Offer issued by the Standing Offer Authority.
- 3.02.03 Unless otherwise specified in the Call-up, Elections Canada's representative with respect to a Call-up (the "Call-up Authority") shall be the same as the Technical Authority.
- 3.02.04 In the event that the Call-up contains a Call-up Authority that is different than the Technical Authority, he/she is responsible for all matters concerning the technical content of the Work under the Call-up. Technical matters may be discussed with the Call-up Authority; however, the Call-up 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 an amendment to the Call-up issued by the Standing Offer Authority.

### **Article 4 Offeror's Representative**

#### **Section 4.01 Single Point of Contact**

- 4.01.01 The SPOC between the Offeror and Elections Canada is:

#### **[Note to Offerors]**

Offerors are to provide in their offers the name, title, telephone number, facsimile number and e-mail address of its representative which will be included in this Section at issuance of the Standing Offer.

- 4.01.02 The SPOC must liaise with the Standing Offer Authority and the Technical Authority and will be the first point of contact in terms of:
- (a) managing any business issues with the Technical Authority and any Standing Offer issues with the Standing Offer Authority and, in particular, providing guidance, support and coordination relative to requests;
  - (b) managing the day-to-day operational issues and technical requirements and, in particular, providing support and coordination relative to the Work; and

## STANDING OFFER AGREEMENT

- (c) meeting, as required, with Elections Canada on issues relating to this Standing Offer, including, without limiting the generality of the foregoing, to review the performance of the Work, suggest improvements and assist in analyzing statistical data.

### Article 5 Call-up Procedures

#### Section 5.01 Issuance of Call-ups

- 5.01.01 In the event that Elections Canada wishes to accept the Offer set out herein, a Call-up will be made against the Standing Offer. The Offeror shall be available to immediately commence the Work.
- 5.01.02 Without limiting the generality of Subsection 5.01.01, Elections Canada intends to issue:
- (a) a Call-up within three Business Days of the issuance of the Standing Offer for the Work described in Table A of the Pricing Tables for the 42<sup>nd</sup> general election;
  - (b) a Call-up for the Work described in Table A of the Pricing Tables for the 43<sup>rd</sup> general election and/or a referendum; and
  - (c) Call-ups for by-elections to the Offeror, if such by-elections are occurring in an ED assigned to the Offeror during the Term, for the Work described in Table B of the Pricing Tables.

#### [Note to Offerors]

The following Section will be included in the Standing Offer if your offer for Option 1, Option 2 and/or Option 3 the additional VICs was responsive.

#### Section 5.02 Call-up for Additional Work

- 5.02.01 In the event that Elections Canada wishes to accept the offer for the additional printing requirement, Call-ups will be made in the following manner:
- (a) if there are less than five Standing Offers, all Offerors which have been issued a standing offer with Option 1 – Production, Mail Preparation and Storage of an Additional 1,300,000 VICs for a General Elections or Referendum will be issued a Call-up for such additional printing;

## STANDING OFFER AGREEMENT

- (b) if after the issuance of Call-ups in accordance with Paragraph 5.02.01(a) additional printing is required for the Electoral Event subject to such Call-up, if there is more than one Offeror which has been issued a standing offer with Option 2 – Production, Mail Preparation and Storage of an Additional 3,463,000 VICS for a General Election or Referendum, Elections Canada will determine, at its sole discretion, which Offeror will be issued a Call-up for such additional printing;
- (c) if after the issuance of Call-ups in accordance with Paragraphs 5.02.01(a) and 5.02.01(b) additional printing is required for the Electoral Event subject to such Call-up, if there is more than one Offeror which has been issued a standing offer with Option 3 – Production, Mail Preparation and Storage of an Additional 7,800,000 VICS for a General Elections or Referendum, Elections Canada will determine, at its sole discretion, which Offeror will be issued a Call-up for such additional printing.

### Section 5.03 Amendments to Call-ups

- 5.03.01 Call-ups may be issued until the last day of the Term of the Standing Offer. No Contract may be amended after the end of the Term of the Standing Offer in order to lengthen the term of the Contract or increase its value.

### Article 6 Statement of Work

- 6.01.01 The Offeror must perform the Work requested pursuant to a Call-up in accordance with the SOW.

### Article 7 Resulting Contract Clauses

- 7.01.01 Issuance of a Call-up, made in accordance with the provisions of the Standing Offer, to the Offeror constitutes acceptance of its offer and results in the creation of a contract between Elections Canada and the Offeror only for the goods, services or both described in the Call-up. The terms and conditions of such contract are those contained in Annex A – Resulting Contract Clauses (the “Contract”).

### Article 8 Certificates

#### Section 8.01 Certificates

- 8.01.01 Compliance with the certifications provided by the Offeror in its offer (the

## STANDING OFFER AGREEMENT

“Certificates”) is a condition of authorization of the Standing Offer and subject to verification by Elections Canada during the Term. If the Offeror does not comply with any certification or it is determined that any certification made by the Offeror in the Certificates is untrue, whether knowingly or unknowingly, Elections Canada may terminate any Contract for default in accordance with the default provision of the General Conditions and set aside the Standing Offer.

- 8.01.02 The Offeror must provide the Standing Offer Authority written notice if any of the certifications made in its offer is no longer true. The notice shall provide an explanation as to the change in the certification. The Standing Offer authority may terminate any Contract for default in accordance with the default provision of the General Conditions and set aside the Standing Offer.

### [Note to Offerors]

The following Section will be included in the Standing Offer if you checked box (e) in subsection 3.2 of Part 9 – Certificates.

#### **Section 8.02 Federal Contractors Program**

- 8.02.01 If at any time during the Term, the Offeror or, if the Offeror is a joint venture, any member of the Offeror, 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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml), Elections Canada may terminate any Contract for default in accordance with the default provision of the General Conditions and set aside the Standing Offer.

## **Article 9 Security Requirement**

### **Section 9.01 Security Requirement**

- 9.01.01 The Offeror 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”).
- 9.01.02 The Offeror’s personnel requiring access to protected information, assets or Work site(s) must each hold a valid “Enhanced Reliability Status”, granted or approved by Elections Canada.

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9.01.03 The Offeror must comply with the provisions of the:

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

### **Article 10 Protection and Security of Data Stored in Databases**

#### **Section 10.01 Databases to be in Canada**

10.01.01 Subject to Section 10.02 , the Offeror must ensure that all the databases containing any information related to the Work are located in Canada.

#### **Section 10.02 Consent**

10.02.01 Upon receiving prior written consent from the Standing Offer Authority, the Offeror may have the databases containing any information related to the Work located in another country where:

- (a) equivalent protections are given to personal information as in Canada under legislation such as the *Privacy Act*, R.S. 1985, c. P-21, and the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, and under any applicable policies of the Government of Canada; and
- (b) the laws do not allow the government of that country or any other entity or person to seek or obtain the right to view or copy any information relating to any Call-up issued against this Standing Offer without first obtaining the Standing Offer Authority's written consent.

10.02.02 In connection with giving its consent to locating a database in another country, the Standing Offer Authority, may require at its option, either as a condition precedent or subsequent:

- (a) that the Offeror provide a legal opinion (from a lawyer qualified in the foreign country) that the laws in that country meet the requirements of Subsection 10.02.01, or
- (b) may require the Offeror to pay for Elections Canada to obtain such a legal opinion, or

## STANDING OFFER AGREEMENT

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(c) that any data sent or processed outside of Canada be encrypted with Elections Canada-approved cryptography and that the private key required to decrypt the data be kept in Canada in accordance with key management and storage processes approved by Elections Canada.

10.02.03 Elections Canada has the right to reject any request to store Elections Canada's data in a country other than Canada if there is any reason to be concerned about the security, privacy, or integrity of Elections Canada's data.

### Section 10.03 Databases

10.03.01 The Offeror must control access to all databases on which data relating to any Call-up issued against this Standing Offer is stored so that only individuals with the appropriate security clearance are able to access the database, either by using a password or other form of access control (such as biometric controls).

10.03.02 The Offeror must ensure that all databases on which data relating to any Call-up issued against this Standing Offer is stored are physically and logically independent (meaning there is no direct or indirect connection of any kind) from all other databases, unless those databases are located in Canada (or in another country approved by the Standing Offer Authority under Section 10.02 and otherwise meet the requirements of this Article.

10.03.03 The Offeror must ensure that all data relating to any Call-up issued against this Standing Offer is processed only in Canada or in another country approved by the Standing Offer Authority under Section 10.02 .

10.03.04 The Offeror must ensure that all domestic network traffic (meaning traffic or transmissions initiated in one part of Canada to a destination or individual located in another part of Canada) is routed exclusively through Canada, unless the Standing Offer Authority has first consented in writing to an alternate route. The Standing Offer Authority will only consider requests to route domestic traffic through another country that meets the requirements of Section 10.02 .

10.03.05 For greater certainty, in accordance with Section 4.02 of the General Conditions, the Offeror must ensure that any subcontract it enters into in the performance of the Work, other than a subcontract referred to in paragraph 4.01.02(a), complies with the protections and security of databases set out in this Article 10 . This subsection does not alleviate the Offeror's obligation to seek consent pursuant to Section 4.01 of the General Conditions.

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**Article 11 Foreign Nationals**

**Section 11.01 Canadian Offeror**

11.01.01 The Offeror must comply with Canadian immigration requirements applicable to foreign nationals entering Canada to work temporarily in fulfillment of any Contract. If the Offeror wishes to hire a foreign national to work in Canada to fulfill any Contract, the Offeror 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 Offeror is responsible for all costs incurred as a result of non-compliance with immigration requirements.

**Article 12 Access to Information**

12.01.01 Records created by the Offeror under the control of Elections Canada are subject to the *Access to Information Act*. The Offeror 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 Offeror 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 Offerors]**

If applicable, depending on the legal status of the successful Offeror, the following Article will form part of the resulting Standing Offer and will be completed at the issuance of the Standing Offer.

**Article 13 Joint Venture**

**Section 13.01 Joint Venture Offeror**

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

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

- i. \_\_\_\_\_ has been appointed as the “representative member” of the joint venture Offeror and has full authority to act as agent for each member regarding all matters relating to the Standing Offer and any resulting 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 Offeror; and
- iii. all payments made by Elections Canada to the representative member will act as a release by all the members.

13.01.02 All the members agree that Elections Canada may terminate the Standing Offer 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.

13.01.03 All the members are jointly and severally liable for the performance of the entire Standing Offer.

13.01.04 The Offeror 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.

13.01.05 The Offeror acknowledges that all security and controlled goods requirements in the Standing Offer, if any, apply to each member of the joint venture Offeror.

## Annex A – Resulting Contract Clauses

### Article 1 Interpretation

#### Section 1.01 Definitions

1.01.01 Unless the context clearly requires otherwise, the capitalized terms used in the Contract shall have the definitions assigned to them in the Articles of the Standing Offer, in this Subsection 1.01.01 and in the General Conditions. 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.

“Articles of Agreement” means Articles 1 to 15;

“CEA” means the *Canada Elections Act*, S.C. 2000 c. 9, as amended from time to time;

“Contract Term” has the meaning ascribed to it in Section 3.01;

“Effective Date of the Contract” means the first date stated as the “Term of this Call-up” in the Call-up;

“Elections Canada” means the Office of the Chief Electoral Officer of Canada;

“General Conditions” means the general conditions that form part of the Contract attached as Appendix B; and

Pricing Tables means the pricing tables set-out in Annex B.

1.01.02 The definitions of words and terms in the annexes, and appendices, if any, 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.

#### Section 1.02 Priority of Documents

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

1. Annex A – Articles of Agreement;

2. The Call-up against the Standing Offer;
3. Articles of the Standing Offer;
4. Appendix A – Statement of Work;
5. Appendix A-2 – Informational Quality Level Specifications;
6. Appendix A-3 – EC Authorized User;
7. Appendix A-4 – Certificate of Destruction;
8. Appendix A-4 – List of CPC Destination Plant;
9. Appendix B – General Conditions – Mixed Goods and Services;
10. Appendix C – Supplemental Conditions – Personal information;
11. Annex B – Pricing Tables;
12. Annex C – Security Requirements Check List;
13. Annex D – Template Call-up;
14. Appendix A-1 – Work Management Plan; and
15. the Offeror’s offer, dated [insert at issuance of Standing Offer].

## **Article 2 Statement of Work**

### **Section 2.01 SOW**

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

## **Article 3 Period of Contract**

### **Section 3.01 Term**

- 3.01.01 The Work must be completed within the term set out in the Call-up (the “Contract Term”).

## **Article 4 Authorities**

## **Section 4.01 Contracting Authority**

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

## **Section 4.02 Technical Authority**

- 4.02.01 The Technical Authority will be the Standing Offer Authority unless otherwise indicated in the Call-up.
- 4.02.02 The Technical Authority 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 only be made through a contract amendment issued by the Contracting 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 Basis of Payment**

### **Section 5.01 Table A – Production, Mail Preparation and Storage of VICs for a General Elections or Referendum**

- 5.01.01 Elections Canada will pay the Contractor the “Firm Price” identified in column D of Table A of the Pricing Tables for all of the Work performed by the Contractor pursuant to a Call-up related to the production, mail preparation and storage of the 5,200,000 VICs for a general elections or referendum.

### **Section 5.02 Table B – Production and Mail Preparation of VICs for a By-election**

- 5.02.01 Elections Canada will pay the Contractor the “Firm Price” identified in column D of Table B of the Pricing Tables for the Work performed by the Contractor pursuant to a Call-up relating to the production and mail preparation of VICs for a by-election. For greater certainty, the Call-up will identify which item of Table B must be performed

by the Contractor.

**Section 5.03 Table C – Production and Mail Preparation of Additional Printing of VICs during a General Elections or Referendum**

5.03.01 Elections Canada will pay the Contractor the “Firm Price” identified in column D of Table C of the Pricing Tables for that part of the Work performed by the Contractor pursuant to a Call-up related to the production and mail preparation of an additional 50,000 VICs for a general elections or referendum.

**[Note to Offerors and Contracting Authority]**

Optional Clause A (5.04.01) will be used if you have a responsive offer for Option 1 – Additional Printing of 1,300,000.

Optional Clause B (5.05.01) will be used if you have a responsive offer for Option 2 – Additional Printing of 3,463,000.

Optional Clause C (5.06.01) will be used if you a responsive offer for Option 3 – Additional Printing of 7,800,000.

**Optional Clause A**

**Section 5.04 Table D – Option 1 – Production, Mail Preparation and Storage of an Additional 1,300,000 VICs for a General Elections or Referendum**

5.04.01 Elections Canada will pay the Contractor the “Firm Price” identified in column D of Table D of the Pricing Tables for all of the Work performed by the Contractor pursuant to a Call-up related to the production, mail preparation and storage of the 1,300,000 VICs for a general elections or referendum.

**Optional Clause B**

**Section 5.05 Table E – Option 2 – Production, Mail Preparation and Storage of an Additional 3,463,000 VICs for a General Elections or Referendum**

5.05.01 Elections Canada will pay the Contractor the “Firm Price” identified in column D of Table E of the Pricing Tables for all of the Work performed by the Contractor pursuant to a Call-up related to the production, mail preparation and storage of the 3,463,000 VICs for a general elections or referendum.

### Optional Clause C

#### Section 5.06 Table F – Option 3 – Production, Mail Preparation and Storage of an Additional 7,800,000 VICs for a General Elections or Referendum

5.06.01 Elections Canada will pay the Contractor the “Firm Price” identified in column D of Table F of the Pricing Tables for all of the Work performed by the Contractor pursuant to a Call-up related to the production, mail preparation and storage of the 7,800,000 VICs for a general elections or referendum.

#### Section 5.07 Consumer Price Index

5.07.01 If any of the options to extend the Term of the Standard Offer is exercised by Elections Canada and if a Call-up is issued during the extended Term, the “Firm Price” identified in column D of Tables A to F of the Pricing Tables, will be adjusted for the year(s) in which the Work described in column B of such Tables are actually performed, based on the percentage increase (or decrease) of the Consumer Price Index (CPI) for Canada, All-Items (not seasonally adjusted), published by Statistics Canada, in accordance with the following formula:

$$\text{Annual Inflation Adjustment Factor} = \left( \frac{A}{B} - 1 \right) \times 100$$

Where:

**A** = Average of the monthly CPI for Canada, for the 12 months ending on December 31<sup>st</sup> of the calendar year immediately preceding the adjustment year

**B** = Average of the monthly CPI for Canada for the 12 months ending on December 31<sup>st</sup> of two calendar years preceding the adjustment year.

**Example:** If Work described in items 1, 2, and 4 of column B of Table A of the Pricing Tables is delivered pursuant to a Call-up during the period between January 1, 2019 and December 31, 2019, the “Firm Price” identified in column D of Table A would be increased by 2.40% based on the following assumptions:

**A** = Average of the monthly CPI for Canada, for the 12 months ending December 31, 2018 = 145.3

**B** = Average of the monthly CPI for Canada for the 12 months ending

December 31, 2017 = 141.9.

$$\text{Inflation Adjustment Factor} = \left( \frac{A}{B} - 1 \right) \times 100$$

$$\text{Inflation Adjustment Factor} = \left( \frac{145.3}{141.9} - 1 \right) \times 100$$

$$\text{Inflation Adjustment Factor} = 2.40\%$$

### **Section 5.08 Limitation of Expenditure**

- 5.08.01 Elections Canada's total liability to the Contractor under the Contract must not exceed the amount identified on the Call-up. Customs duties are included, and any applicable sales tax is extra.
- 5.08.02 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.
- 5.08.03 The Contractor must notify the Contracting Authority in writing as to the adequacy of the sum:
- (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.
- 5.08.04 If the notification is for inadequate Contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Elections Canada's liability.

### **Section 5.09 Applicable Sales Tax**

- 5.09.01 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 7 – Payments and Invoices. The Contractor agrees to remit to the appropriate government agency any amounts of applicable sales tax paid or due.

## **Article 6 Information Reporting**

### **Section 6.01 Form T1204**

- 6.01.01 Pursuant to paragraph 221(1)(d) of the *Income Tax Act*, R.S. 1985, c. 1 (5th Supp.), payments made by 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.
- 6.01.02 To enable Elections Canada to comply with this requirement, the Contractor must provide the following information within 15 calendar days following the award of the Contract:
- (a) The legal name of the Contractor, i.e. the legal name associated with its business number or Social Insurance Number (SIN), as well as its address and postal code;
  - (b) The status of the Contractor, i.e. an individual, a sole proprietorship, a corporation, or a partnership;
  - (c) The business number of the Contractor if the Contractor is a corporation or a partnership and the SIN if the Contractor is an individual or a sole proprietorship. In the case of a partnership, if the partnership does not have a business number, the partner who has signed the Contract must provide its SIN; and
  - (d) In the case of a joint venture, the business number of all parties to the joint venture who have a business number or their SIN if they do not have a business number.
- 6.01.03 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 7 Payments and Invoices**

### **Section 7.01 Table A – Production, Mail Preparation and Storage of 5,200,000 VICs for a General Elections or Referendum**

- 7.01.01 Elections Canada will pay 40 percent of the “Firm Price” identified in column D of items

1 and 2, and if applicable, of item 4, of Table A of the Pricing Tables provided that:

- (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 Section 7.07;
- (b) a written notice certifying that the VIC Ready Stock is in storage in accordance with section 7.03 of the SOW;
- (c) all such documents have been verified by Elections Canada; and
- (d) the Work performed has been accepted by Elections Canada.

7.01.02 Elections Canada will pay 60 percent of the “Firm Price” identified in column D of items 1 and 2, and if applicable, of item 4, of Table A of the Pricing Tables provided that:

- (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 Section 7.07;
- (b) a copy of the completed Statement of Mailing(s) for the Initial VICs and Revised VICs has been submitted;
- (c) all such documents have been verified by Elections Canada; and
- (d) the Work performed has been accepted by Elections Canada.

7.01.03 Elections Canada will pay the Contractor the “Firm Price” identified in column D of item 3 of Table A of the Pricing Tables on a monthly basis for that part of the Work performed during the month covered by the invoice, in accordance with the Contract if:

- (a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in Section 7.07;
- (b) all such documents have been verified by Elections Canada; and
- (c) the Work performed has been accepted by Elections Canada.

## **Section 7.02 Table B – Production and Mail Preparation of VICs for a By-election**

7.02.01 Elections Canada will pay the “Firm Price” for those items of Table B subject to a Call-up provided that:

- (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 Section 7.07;
- (b) a copy of the completed Statement of Mailing(s) for the Initial VICs and Revised VICs has been submitted;
- (c) all such documents have been verified by Elections Canada; and
- (d) the Work performed has been accepted by Elections Canada.

**Section 7.03 Table C – Production, Mail Preparation and Storage of 50,000 VICs for a General Elections or Referendum**

7.03.01 Elections Canada will pay the “Firm Price” for Table C provided that:

- (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 Section 7.07;
- (b) a copy of the completed Statement of Mailing(s) for the Initial VICs and Revised VICs has been submitted;
- (c) all such documents have been verified by Elections Canada; and
- (d) the Work performed has been accepted by Elections Canada.

**[Note to Offerors and Contracting Authority]**

Optional Clause A (7.04) will be used if you have a responsive offer for Option 1 – Additional Printing of 1,300,000.

Optional Clause B (7.05) will be used if you have a responsive offer for Option 2 – Additional Printing of 3,463,000.

Optional Clause C (7.06) will be used if you a responsive offer for Option 3 – Additional Printing of 7,800,000.

**Optional Clause A**

**Section 7.04 Table D – Option 1 - Production, Mail Preparation and Storage of an Additional**

## **1,300,000 VICs for a General Elections or Referendum**

7.04.01 Elections Canada will pay 40 percent of the “Firm Price” identified in column D of items 1 and 2 of Table D provided that:

- (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 Section 7.07;
- (b) a written notice certifying that the VIC Ready Stock is in storage in accordance with section 7.03 of the SOW;
- (c) all such documents have been verified by Elections Canada; and
- (d) the Work performed has been accepted by Elections Canada.

7.04.02 Elections Canada will pay 60 percent of the “Firm Price” identified in column D of items 1 and 2 of Table D provided that:

- (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 Section 7.07;
- (b) a copy of the completed Statement of Mailing(s) for the Initial VICs and Revised VICs has been submitted;
- (c) all such documents have been verified by Elections Canada; and
- (d) the Work performed has been accepted by Elections Canada.

7.04.03 Elections Canada will pay the Contractor the “Firm Price” identified in column D of item 3 of Table D of the Pricing Tables on a monthly basis for that part of the Work performed during the month covered by the invoice, in accordance with the Contract if:

- (a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in Section 7.07;
- (b) all such documents have been verified by Elections Canada; and
- (c) the Work performed has been accepted by Elections Canada.



**Optional Clause B**

**Section 7.05 Table E – Option 2 - Production, Mail Preparation and Storage of an Additional 3,436,000 VICs for a General Elections or Referendum**

7.05.01 Elections Canada will pay 40 percent of the “Firm Price” identified in column D of items 1 and 2 of Table E provided that:

- (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 Section 7.07;
- (b) a written notice certifying that the VIC Ready Stock is in storage in accordance with section 7.03 of the SOW;
- (c) all such documents have been verified by Elections Canada; and
- (d) the Work performed has been accepted by Elections Canada.

7.05.02 Elections Canada will pay 60 percent of the “Firm Price” identified in column D of items 1 and 2 of Table E provided that:

- (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 Section 7.07;
- (b) a copy of the completed Statement of Mailing(s) for the Initial VICs and Revised VICs has been submitted;
- (c) all such documents have been verified by Elections Canada; and
- (d) the Work performed has been accepted by Elections Canada.

7.05.03 Elections Canada will pay the Contractor the “Firm Price” identified in column D of item 3 of Table E of the Pricing Tables on a monthly basis for that part of the Work performed during the month covered by the invoice, in accordance with the Contract if:

- (a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in Section 7.07;
- (b) a written notice certifying that the VIC Ready Stock is in storage in accordance

with section 7.03 of the SOW;

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

**Optional Clause C**

**Section 7.06 Table F – Option 3 - Production, Mail Preparation and Storage of an Additional 7,800,000 VICs for a General Elections or Referendum**

7.06.01 Elections Canada will pay 40 percent of the “Firm Price” identified in column D of items 1 and 2 of Table F provided that:

- (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 Section 7.07;
- (b) a written notice certifying that the VIC Ready Stock is in storage in accordance with section 7.03 of the SOW;
- (c) all such documents have been verified by Elections Canada; and
- (d) the Work performed has been accepted by Elections Canada.

7.06.02 Elections Canada will pay 60 percent of the “Firm Price” identified in column D of items 1 and 2 of Table F provided that:

- (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 Section 7.07;
- (b) a copy of the completed Statement of Mailing(s) for the Initial VICs and Revised VICs has been submitted;
- (c) all such documents have been verified by Elections Canada; and
- (d) the Work performed has been accepted by Elections Canada.

7.06.03 Elections Canada will pay the Contractor the “Firm Price” identified in column D of item 3 of Table F of the Pricing Tables on a monthly basis for that part of the Work performed during the month covered by the invoice, in accordance with the Contract

if:

- (a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in Section 7.07;
- (b) a written notice certifying that the VIC Ready Stock is in storage in accordance with section 7.03 of the SOW;
- (c) all such documents have been verified by Elections Canada; and
- (d) the Work performed has been accepted by Elections Canada.

### **Section 7.07 Invoice**

7.07.01 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.

### **Section 7.08 Definition of a Month**

7.08.01 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:

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

## **Article 8 Elections Canada Facilities and Personnel**

### **Section 8.01 Access to the Location of the Work**

8.01.01 Elections Canada’s facilities, equipment and documentation are not automatically at the disposal of the Contractor. If access to government premises, computer systems (micro computer network), working space, telephones, terminals or documentation is required by the Contractor to perform the Work, the Contractor must advise the Standing Offer 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 resulting contracts.

### **Section 8.02 Access to Personnel**

- 8.02.01 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.
- 8.02.02 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 9 Insurance**

### **Section 9.01 Insurance**

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

## **Article 10 Applicable Laws**

### **Section 10.01 Applicable Laws**

- 10.01.01 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 11 Access to Information**

- 11.01.01 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.

**Appendix A**  
**Statement of Work**

**Voter Information Card (VIC) Printing Services**

**PART I – INTERPRETATION**

**1. DEFINITIONS**

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

Additional VIC PDF Print File	a PDF document containing both the VIC Color Data File and the VIC Variable Data Files;
Authentication	means the method used to verify the identity of the person initiating a transfer of the VIC Color Data File and File Batches using the Secure Server;
Authentication Factors	means the factors used to generate the Authentication, namely a password and the physical possession of an object (e.g. token, encryption key or bingo card);
Business Day	means a day other than a Saturday, Sunday or statutory holiday in the Province of Quebec or in the Province in which the Contractor’s production facilities are located;
Business Continuity Plan	means the plans 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, and are developed by the Contractor in accordance with Section 3.01.02 and attached as part of Appendix A-1;
By-Elections VIC PDF Print File	a PDF document containing both the VIC Color Data File and the VIC Variable Data Files;
CEA	means the <i>Canada Elections Act</i> (S.C. 2000, c.9), as amended from time to time;
Certificate of Destruction	means the template certificate, a copy of which is attached as Appendix A-4;
CEOC	means the Chief Electoral Officer of Canada;
Control File	has the meaning ascribed to it in Section 6.02.04;

CPC	means Canada Post Corporation;
CPC Destination Plant	means one of the CPC destination facility sites listed in Appendix A-5, which has been selected by the Contractor in its offer and further identified in the Call-up issued by EC;
CPC Shipping Tool	means the CPC electronic shipping tool (EST), which can be accessed through the Canada Post website at <a href="http://www.canadapost.ca/web/business/mailing-and-shipping/shipping-solutions.page?">http://www.canadapost.ca/web/business/mailing-and-shipping/shipping-solutions.page?</a> ;
CSEC Standard	means the Communications Security Establishment Canada (CSEC) Approved Cryptographic Algorithms for the Protection of Sensitive Information and for Electronic Authentication and Authorization Applications within GC – ITSA – 11E, which can be accessed through the CSEC website at <a href="https://www.cse-cst.gc.ca/en/node/227/html/15164">https://www.cse-cst.gc.ca/en/node/227/html/15164</a> ;
Data File	means an electronic copy of a VIC PDF print file and/or any VIC Variable Data, regardless of the format and method of storage;
EC	means the Office of the Chief Electoral Officer of Canada, commonly known as Elections Canada;
EC Authorized User	means a person listed in Appendix A-3 who is authorized to access the Secure EC Account and transfer the VIC Color Data File and File Batches to the Secure Server;
ECHQ	means EC’s offices located at 30 Victoria Street, Gatineau, QC;
EC Representative	means a person designated by the Technical Authority;
ED	means an electoral district;
Electoral Calendar	means EC’s electoral calendar that starts on the day that the Writs are issued which is considered day 36 and ends on the polling day being day 0, but may however exceed 36 days;
Electoral Event	means either a general election, by-election or referendum;
Elector	means a person who is qualified to vote pursuant to section 3 of the <i>CEA</i> ;
File Batch	means an electronic folder with subfolders designated by ED

	containing VIC PDF print files, and more specifically the VIC Variable Data Files;
File Transfer and Processing	means the activities described in Section 6;
FTP/S	means a file transfer protocol over secure sockets layers, an extension to the file transfer protocol that adds support for the transport layer security and the secure sockets layer cryptographic protocols;
Initial VIC	means the VIC sent out to Electors between day 31 and day 24 of the Electoral Calendar;
Mail Preparation	means the activities described in Section 9;
Manual Error Detection Test	has the meaning ascribed to it in Section 6.03.01;
PMS 209	means the “Pantone Matching System” color 209;
Production Report	has the meaning ascribed to it in Section 7.07;
Production Timeframe	means the principal production timeframe for the printing, packing and shipping of the Initial VICs to CPC from day 31 through to and including day 24 of the Electoral Calendar;
Revised VIC	means the VIC sent out to Electors between day 23 and day 4 of the Electoral Calendar based on the Revision Process;
Revision Process	means the process of adding new names to, correcting information on, and removing names from the lists of Electors during the Election Calendar;
Revision Production Timeframe	means the timeframe for the printing, packing and shipping of the Revise VICs to CPC between day 23 and day 4 of the Election Calendar;
Secure EC Account	means a distinct and separate account on the Secure Server made available by the Contractor to EC for access by the EC Authorized Users for the secure transfer of the VIC Color Data File and File Batches;
Secure Server	means an SFTP or FTP/S server configured and operated by the

	Contractor in accordance with the CSEC Standard utilised to house the Secure EC Account;
SFTP	means a secure file transfer protocol, an extension of the secure shell network protocol that provides file access, file transfer, and file management functionalities over any reliable data stream;
Statement of Mailing	means the CPC template form, a copy of which is attached as Appendix A-6;
Verification Test	has the meaning ascribed to it in Section 7.01.02;
VIC	means the voter information card sent by EC during an Electoral Event to every Elector whose name appears on the preliminary lists of Electors, or is added to the list of Electors based on the Revision Process, providing information regarding the time and location the Elector may cast their ballot at the advance polls or on polling day, a sample of which is attached as Appendix A-7;
VIC Color Data File	means a PDF document containing the standard VIC front and back color elements;
VIC PDF Print File	a PDF document containing a number of VIC Variable Data Files, each of which are two pages of the PDF document;
VIC Production Requirement	means the activities described in Section 7;
VIC Variable Data File	means a PDF image containing the unique corresponding front and back black elements of a VIC as described in Sections 5.01.01 and 5.01.03;
VIC Ready Stock	has the meaning ascribed to it in Section 7.02.01;
VIC Specifications	means the requirements described in Section 5; and,
Work Management Plan	means the work management plan attached as Appendix A-1, which identifies each step required for carrying out the Work in accordance with Part II of the SOW.

## 2. APPENDICES

2.01 The following appendices are attached to and form an integral part of this SOW:

Appendix A-1	Work Management Plan
Appendix A-2	Informational Quality Level Specifications
Appendix A-3	EC Authorized User
Appendix A-4	Certificate of Destruction
Appendix A-5	List of CPC Destination Plant
Appendix A-6	Sample of Statement of Mailing
Appendix A-7	Sample of French and English VIC

## **PART II – SERVICES**

### **3. WORK MANAGEMENT**

#### **3.01 Work Management Plan**

3.01.01 The Contractor must prepare a Work Management Plan in accordance with Section 3.01, 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 Part II of the SOW.

3.01.02 The Work Management Plan must address the following matters:

(a) a work administration strategy, identifying:

- (i) the communication and reporting strategy for information exchange between the Contractor and EC during a Call-up; and
- (ii) the deliverables and timelines to successfully perform the Work, including, without limiting the generality of the foregoing, how the Contractor will manage the availability of its resources (e.g. employees, management, subcontractors);

(b) a quality assurance and risk management strategy, identifying:

- (i) the quality assurance and risk management methodologies related to the delivery of the Work, without limiting the generality of the foregoing, including the methodologies, techniques and tools to minimize quality issues; and
- (ii) the complete municipal address(es) of each of the Contractor's production facilities that will be used to complete any part of the Work and a Business Continuity Plan for such production facilities.

- (c) the logistics for performance of File Transfer, such as the methodology, techniques and tools used to receive, verify the usability of, and process the VIC PDF Print Files including how the Manual Error Detection Test will be conducted;
- (d) the logistics, such as the methodology, techniques and tools to be used, for performance of the VIC Production Requirements;
- (e) the logistics for performance of Mail Preparation such as the steps that will be taken and process that will be implemented to ensure the delivery and shipping of the VIC to the CPC Destination Plant in accordance with the timeframe set-out in Section 7.04; and,
- (f) the Business Continuity Plans developed for the File Transfer and Processing, the VIC Production Requirements, and the Mail Preparation, which must identify prevention and recovery processes to ensure continuous delivery of the services as described in Part II of the SOW.

3.01.03 Upon issuance of the Call-up by EC, the Contractor must test the prevention and recovery processes identified in the Business Continuity Plans for the File Transfer, the VIC Production Requirements, Mail Preparation, and production facilities. The Contractor must submit the results of such tests to the Technical Authority within ten Business Days of the completion of the validation testing.

3.01.04 If changes are required to the Work Management Plan as a result of the kick off meeting or other meetings as described in Section 4, 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.

3.01.05 The Work must be carried out in a manner that complies with the approved Work Management Plan.

#### **4. MEETINGS**

##### **4.01 Kick Off Meeting**

4.01.01 Within ten Business Days of issuance of the Call-Up, EC shall call a kick off meeting at a location determined by EC. The agenda for the kick off meeting will be set by EC. The kick off meeting shall include a site visit of the Contractor's production facilities in order to review the Work Management Plan. The SPOC and the Technical Authority must attend the kick off meeting. EC shall have the right to have other persons attend the kick off meeting.

##### **4.02 Other Meetings**

4.02.01 The Contractor shall meet with EC, either via conference call or in person, determined at EC's option, in accordance with the following schedule:

(a) bi-weekly for the period from the kick off meeting until the commencement of the Electoral Event; or

(b) on a weekly basis during the Electoral Event.

## **5. VIC SPECIFICATIONS**

### **5.01 VIC Printing Specifications**

5.01.01 The Contractor shall print the front of each VIC at 400 dpi or higher displaying the unique front portion of the VIC Variable Data File, which includes the name and address of an Elector, the EC logo and additional static text. The Contractor shall use PMS 209 for printing of the VIC Color Data File elements on the front of each VIC.

5.01.02 The number of VICs to be printed will be identified in the Call-up.

5.01.03 The Contractor shall print the back of each VIC at 400 dpi or higher displaying the unique back portion of the VIC Variable Data File that corresponds to the unique front portion of the VIC Variable Data File, and includes additional print text in black related to each Elector's polling site information and returning officer's office. The Contractor shall use PMS 209 for printing of the VIC Color Data File elements on the back of each VIC.

5.01.04 The Contractor shall ensure, when the VICs are printed, that the VIC Variable Data File elements and color elements on each side of a VIC align properly and that the fronts and backs of all VICs are merged correctly.

5.01.05 The Contractor shall ensure each VIC is printed in bilingual, two column format. VICs intended for Electors in the Province of Quebec must include French text in the left column and English text in the right column. VICs intended for Electors elsewhere in Canada must include English text in the left column and French text in the right column.

5.01.06 The Contractor shall ensure that both columns on the VICs include the PMS 209 color bar with text in reverse (i.e. letters cut out of the color background).

5.01.07 The Contractor shall ensure that all printed elements on the VICs do not bleed.

### **5.02 Paper Specifications**

5.02.01 The Contractor shall use paper with the following specifications for all VICs:

- (a) offset cover, white, calliper 8.8 pt., Lynx or equivalent; or
- (b) opaque cover, white, calliper 8.8 pt., Rolland or equivalent.

5.03 Finishing & Scaling

- 5.03.01 The Contractor shall ensure that all VICs are trimmed to the specified size of 22.8575 cm wide x 11.5062 cm high.
- 5.03.02 The Contractor shall scale the VICs Color Data File and the VIC Variable Data File to 97.95 percent prior to printing.

5.04 Printing Quality Levels

- 5.04.01 The Contractor shall adhere to the criteria for the print quality level of all VICs set-out in Appendix A-2 - Informational Quality Level Specifications.

**6. FILE TRANSFER AND PROCESSING**

6.01 Information Technology and Information Management Infrastructure

- 6.01.01 The Contractor must configure all information technology and/or information management infrastructure (hardware and software), including but not limited to the Secure Server, that is created, utilised and/or maintained by it to receive and electronically store the VIC Color Data File and File Batches, in compliance with the Security Requirements found at Article 9 of the Standing Offer and the CSEC Standard.
- 6.01.02 The Contractor shall create, utilise and maintain a Secure EC Account on the Secure Server operated by the Contractor solely for the receipt and electronic storage of the VIC Color Data File and File Batches transferred to it by EC Authorized Users and must ensure that the Secure Server is kept separate from any of the Contractor's other clients.
- 6.01.03 Within ten Business Days of the Call-Up, the Contractor shall assign and provide distinct Authentication Factors to each EC Authorized User. Prior to accessing the Secure EC Account on the Secure Server, each EC Authorized Users will perform Authentication using the Authentication Factors.
- 6.01.04 EC shall notify the Contractor in writing of any changes to the list of EC Authorized Users. Within two Business Days following receipt of such notice, the Contractor shall deliver a written acknowledgement of receipt to EC. Upon delivery of such written acknowledgement, the list of EC Authorized Users at Appendix A-3 shall be deemed amended.

6.01.05 In the event that the list of EC Authorized Users is amended in accordance with Section 6.01.04, the Contractor shall assign new Authentication Factors to each new EC Authorized Users no less than two Business Days following such amendment. The Authentication Factors assigned to the former EC Authorized Users will no longer be valid and shall cease to be used by EC or the Contractor.

6.01.06 EC will notify the Contractor in writing to deactivate the Secure EC Account following the completion of VIC production for an Electoral Event.

6.01.07 Upon notification by EC to deactivate the EC secure account, the Contractor shall immediately dispose of all EC related Data Files as well as any physical copies of the printed VICs not intended for shipment to CPC, in such a way that re-identification is not possible after disposal and shall complete, sign and return to the Technical Authority the Certificate of Destruction.

6.02 File Batch Transfer Procedure

6.02.01 EC will notify the Contractor in writing two hours prior to the transfer of a File Batch.

6.02.02 EC will initiate the electronic transfer of a File Batch by secure file transfer over SFTP or FTP/S to the Secure EC Account on the Secure Server.

6.02.03 All File Batches transferred by EC to the Contractor will be encrypted with approved algorithms as per the CSEC Standard.

6.02.04 Each File Batch transferred by EC to the Contractor will include a control file identifying:

- (a) the unique File Batch number and corresponding date of transfer from EC to the Contractor;
- (b) the unique identification number of each ED included in the transfer; and
- (c) the total number of VIC Variable Data Files in the transfer associated with each ED, collectively the "Control File".

6.02.05 Each File Batch transfer by EC to the Contractor will contain the same number of ED subfolders. However, the amount of VIC Variable Data Files contained in the VIC PDF Print Files under each ED subfolder will vary between transfers, resulting in some empty ED subfolders in any given File Batch.

6.03 File Batch Transfer Quality Assurance

- 6.03.01 Upon receipt of a File Batch from EC, and no later than two hours after the transfer has completed, the Contractor shall:
- (a) verify that the VIC Variable Data Files contained in each VIC PDF Print File have been transferred completely;
  - (b) validate that each VIC PDF Print File contains the total number of VIC Variable Data Files stated in the accompanying Control File; and
  - (c) verify that each VIC Variable Data File has been transferred in a manner suitable for processing and meeting the VIC specifications as stated in Section 5,
- collectively the “Manual Error Detection Test”.
- 6.03.02 No later than two hours after completing the Manual Error Detection Test, and only if the Manual Error Detection Test indicates a File Batch has been successfully transferred, the Contractor shall notify the Technical Authority in writing indicating the success return code “File Batch received successfully” and provide the Control File.
- 6.03.03 Should the Contractor identify issues with the File Batch as a result of the Manual Error Detection Test, the Contractor shall, no later than two hours after completion of the Manual Error Detection Test, notify the Technical Authority in writing indicating the failure return code “File Batch not received successfully”, any available details regarding the cause of the failed File Batch transfer that the Contractor has identified, as well as the Control File.
- 6.03.04 Upon receipt of a failure return code in accordance with Section 6.03.03, the Technical Authority will immediately transfer the File Batch again in accordance with Section 6.02 and the Contractor will repeat the steps noted in Section 6.03 until such time that the Manual Error Detection Test conducted by the Contractor indicates a File Batch has been successfully transferred and the Contractor provides notice of such in accordance with Section 6.03.02.
- 6.04 File Batch Processing
- 6.04.01 Upon notice by the Contractor in writing to the Technical Authority with the success return code for a File Batch transfer, and no later than two hours following such notice, the Contractor shall begin processing and, without limiting the generality of the foregoing, scaling the individual VIC Variable Data Files contained in the VIC PDF Print Files under each ED subfolder of the File Batch for printing.
- 6.04.02 Upon the successful completion of processing of a File Batch, and no later than two hours after completion of the processing of a File Batch, the Contractor shall notify the Technical Authority in writing.

6.04.03 No later than 24 hours following notice by the Contractor to the Technical Authority that processing of a File Batch has been successful in accordance with 6.04.02, the Contractor shall commence printing of the File Batch.

**7. VIC PRODUCTION REQUIREMENTS**

**7.01 Color Imprinting**

7.01.01 EC will notify the Contractor in writing five Business Days prior to the transfer of the VIC Color Data File to the Secure EC Account on the Secure Server.

7.01.02 Upon receipt of the VIC Color Data File, and no later than 24 hours after the transfer has completed, the Contractor shall perform a verification test to determine whether the VIC Color Data File transfer has been completed successfully and in a manner suitable to meet the VIC specifications as stated in Section 3 (the "Verification Test").

7.01.03 No later than 24 hours after completing the Verification Test, and only if the Verification Test determines the VIC Color Data File has been transferred successfully, the Contractor shall notify the Technical Authority in writing indicating the success return code "VIC Color Data File received successfully".

7.01.04 Should the Contractor identify issues with the File Batch as a result of the Verification Test in accordance with Section 7.01.02, the Contractor shall, no later than 24 hours after completion of the Verification Test, notify the Technical Authority in writing indicating the failure return code "VIC Color Data File not received successfully" along with any available details regarding the cause of the unsuccessful VIC Color Data File transfer.

7.01.05 Upon receipt of a failure return code in accordance with Section 7.01.04, the Technical Authority will immediately transfer the VIC Color Data File again in accordance with Sections 7.01.01 and 7.01.02 and the Contractor will repeat the steps noted in Sections 7.01.03 to 7.01.05 until such time that the Verification Test conducted by the Contractor determines the VIC Color Data File has been successfully transferred and the Contractor provides notice of such in accordance with Section 7.01.04.

**7.02 Color Press Proofs**

7.02.01 Within two Business Days of the notice by the Contractor of a successful VIC Color Data File transfer received by EC in accordance with Section 7.01.03, the Contractor shall start printing copies of the VIC Color Data File for all Initial and Revised VICs on the approved paper stock, in accordance with Section 5 (the "VIC Ready Stock").

- 7.02.02 The Contractor shall complete the printing of the VIC Ready Stock within 20 Business Days of the day upon which the Contractor has started printing the VIC Ready Stock in accordance with Section 7.02.01.
- 7.02.03 The Contractor shall notify the Technical Authority in writing at least one Business Day prior to commencing the VIC Ready Stock print run. The Contractor shall grant full access to EC Representatives to each of its production facilities where the VIC Ready Stock print run is being conducted.
- 7.02.04 Once the VIC Color Data File print run has commenced, and within the first 100 copies printed, the Contractor shall pull 25 copies of the printed VIC Ready Stock from the print run for verification by the EC Representatives.
- 7.02.05 Should the EC Representatives determine, in their sole discretion, that the copies of the printed VIC Ready Stock meet the VIC Specifications; the EC Representatives will so inform the Contractor who shall immediately complete the print run of the VIC Ready Stock.
- 7.02.06 Should the EC Representatives determine, in their sole discretion, that the copies of the printed VIC Ready Stock do not meet the VIC Specifications they will identify the deficiencies to the Contractor who shall immediately halt printing, take any measures necessary to address the deficiencies identified by the EC Representatives, resume printing the VIC Ready Stock and pull a second set of 25 copies of the printed VIC Ready Stock from the print run for verification by the EC Representatives.
- 7.02.07 Should the EC Representatives determine, in their sole discretion, that the second set of copies of the printed VIC Ready Stock do not meet the VIC Specifications, they will identify the deficiencies to the Contractor who shall immediately repeat the steps noted in Section 7.02.06 until such time that the deficiencies identified by the EC Representatives have been addressed and then complete the print run of the VIC Ready Stock.
- 7.03 VIC Ready Stock Storage
- 7.03.01 The Contractor shall store the printed VIC Ready Stock for such length of time as necessary and in such manner suitable to ensure the VIC Ready Stock can be imprinted with the VIC Variable Data File elements in accordance with the Production Timeframe and Revision Production Timeframe.
- 7.03.02 The Contractor shall take all measures necessary to ensure the safe storage of the VIC Ready Stock.

7.03.03 Notwithstanding Article 18 of the General Conditions, in the event that the VIC Ready Stock is damaged or destroyed when it is in storage in accordance with Section 7.03.01, the Contractor shall:

- (a) notify EC in writing as soon as it becomes aware of, or ought to be aware of such damage or destruction; and
- (b) subject to Section 7.03.04, replace, at its sole costs and expense, all VIC Ready Stock within 30 Business Days from the date of the damage or destruction, or such later date as may be agreed to in writing by EC.

7.03.04 Within two Business Days from receipt of the notice referred to in Section 7.03.03 (a), EC may, at its sole direction, notify the Contractor in writing that the Call-up is terminated. In such an event, the termination shall not be considered a termination for default pursuant to section 20 or a termination for convenience pursuant to section 21 of the General Conditions. EC shall not be liable for any claim whatsoever from the Contractor as a result of such termination.

7.04 Production Process for Initial VICs

7.04.01 The Contractor shall, during the Production Timeframe:

- (a) process and print the individual VIC Variable Data Files contained in each PDF Print File under an ED subfolder in a File Batch onto the VIC Ready Stock in order to produce the Initial VIC;
- (b) pack and ship the printed Initial VICs to the CPC Destination Plant in accordance with Section 9;
- (c) ship all printed Initial VICs to the CPC Destination Plant starting on day 26 of the Electoral Calendar; and
- (d) complete the shipment of printed Initial VICs to the CPC Destination Plant by day 24 of the Electoral Calendar.

7.05 Initial VIC Press Proofs

7.05.01 Within 24 hours of the notice by the Contractor of the first successful File Batch transfer in accordance with Section 6.04.03, the Contractor shall commence the first print run of Initial VICs on the VIC Ready Stock, in accordance with Section 5.

7.05.02 The Contractor shall grant full access to EC Representatives to each of its production facilities where the first print run of Initial VICs is being conducted.

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- 7.05.03 Once the first print run of Initial VICs has commenced, and within the first 100 copies printed, the Contractor shall pull 25 copies of the printed Initial VICs from the first print run for verification by the EC Representatives.
- 7.05.04 Should the EC Representatives determine, in their sole discretion, that the copies of the printed Initial VICs meet the VIC Specifications, the EC Representatives will so inform the Contractor who shall continue and complete the first print run of Initial VICs.
- 7.05.05 Should the EC Representatives determine, in their sole discretion, that the copies of the printed Initial VICs do not meet the VIC Specifications they will identify the deficiencies to the Contractor who shall immediately halt the first print run of Initial VICs, take any measures necessary to address the deficiencies identified by the EC Representatives, resume the first print run of Initial VICs and pull a second set of 25 copies of the printed Initial VICs for verification by the EC Representatives.
- 7.05.06 Should the EC Representatives determine, in their sole discretion, that the second set of copies of the printed Initial VICs do not meet the VIC Specifications, they will identify the deficiencies to the Contractor who shall immediately repeat the steps noted in Section 7.05.05 until such time that the deficiencies identified by the EC Representatives have been addressed and then complete the first print run of the Initial VICs.
- 7.06 Production Process for Revised VICs
- 7.06.01 EC may begin the transfer of File Batches to the Contractor as early as the afternoon of day 23 of the Electoral Calendar but no later than day 6 of the Electoral Calendar.
- 7.06.02 Following the first transfer in accordance with Section 7.06.01, EC will transfer one File Batch to the Contractor during the afternoon of each day subsequent to such first transfer of the Electoral Calendar(including weekends) until the final File Batch transfer has been completed, which may be as late as day 4 of the Electoral Calendar.
- 7.06.03 The Contractor shall process and print the individual VIC Variable Data Files contained in each PDF print file of a File Batch onto the VIC Ready Stock in order to produce the Revised VICs, in accordance with Section 5.04, as well as complete all requirements for mailing, packing and shipping the printed Revised VICs to the CPC Destination Plant as per Section 9.
- 7.06.04 The Contractor shall complete the processing and printing, as well as complete all requirements for mailing, packing and shipping of the printed Revised VICs to the CPC Destination Plant within 24 hours of receiving a File Batch. Should EC transfer a File Batch to the Contractor on a Friday, weekend, or statutory holiday in the Province in which the Contractor's productions facility is located, the Contractor shall complete the processing, printing, as well as all requirements for mailing, packing and shipping of the Revised VICs to the CPC Destination Plant by the immediate following Business Day.

7.07 Production Reporting

7.07.01 The Contractor shall, at the end of each day during the Production Timeframe and the Revision Production Timeframe, generate a production report in MS Excel format and email it to the Technical Authority once all shipments to the CPC Destination Plant have been completed for that day including, as applicable:

- (a) the time each File Batch was successfully received by the Contractor on that day;
- (b) the size of each File Batch received by the Contractor on that day;
- (c) all Control Files for each File Batch successfully received by the Contractor on that day;
- (d) the number of total VICs in each File Batch the Contractor successfully received on that day by the individual EDs they are associated with;
- (e) the number of VICs the Contractor successfully printed on that day by the individual ED they are associated with;
- (f) the number of VICs the Contractor shipped to the CPC Destination Plant on that day by the individual ED they are associated with; and
- (g) a copy of the customer copy of the Statement of Mailing for each shipment the Contractor made to the CPC Destination Plant on that day,

collectively the "Production Report".

**8. PRINTING FOR A BY-ELECTION**

8.01 By-elections

8.01.01 Notwithstanding Sections 7.01 and 7.02, in the event that a Call-up is issued for a by-election, EC shall send the Contractor the By-elections VIC PDF Print File in accordance with the process set-out in Sections 6.02 to 6.04. The Contractor shall then produce the Initial VICs and the Revised VICs in accordance with the obligations set-out in Sections 7.04 to 7.07. For greater clarity, the Contractor must print at the same time the VIC Color Data File and the VIC Variable Data File for the Initial VICs and for the Revised VICs.

**9. ADDITIONAL PRINTING**

9.01 Additional VICs

9.01.01 Notwithstanding Sections 7.01 and 7.02, in the event that a Call-up is issued during the Production Timeframe or the Revision Production Timeframe for additional printing of VICs, EC shall send the Contractor the Additional VIC PDF Print File in accordance with the process set-out in Sections 6.02 to 6.04. The Contractor shall then produce the VICs in accordance with the obligations set-out in Sections 7.04 to 7.07. For greater clarity, the Contractor must print at the same time the VIC Color Data File and the VIC Variable Data File.

## **10. MAIL PREPERATION AND PRESORTATION**

### **10.01 Statement of Mailing**

10.01.01 The Contractor shall be a registered user of the CPC Shipping Tool. The Contractor shall prepare, transmit electronically and submit Statements of Mailing for all shipments to the CPC Destination Plant using the CPC Shipping Tool.

10.01.02 EC shall provide in the Call-up its CPC customer and contract numbers to the Contractor. The Contractor shall only use such numbers for the purpose of the Work.

10.01.03 The Contractor shall print three copies of the Statement of Mailing as follows:

- (a) data entry copy;
- (b) accepting location copy; and
- (c) customer copy.

10.01.04 The Contractor shall print and affix the data entry and accepting location copies of the Statement of Mailing to the top of each pallet in a shipment to a CPC Destination Plant as well as electronically transmit a copy of such Statement of Mailing to CPC using the CPC Shipping Tool.

### **10.02 Containerization**

10.02.01 The Contractor shall pick-up sufficient supply of containers (“Lettertainers”) from the CPC Destination Plant for the packaging and shipment of the VICs.

10.02.02 The Contractor shall make use of all space available in a container to ensure all VICs are securely placed in the containers with their front facing the same direction and the postal indicia appearing in the upper right corner.

10.02.03 If room is available along one side or both sides of a container, the Contractor shall place VICs securely along that one side or both sides of the container.

- 10.02.04 The Contractor shall ensure that all VICs face the same direction when placing VICs along the sides of a container.
- 10.02.05 Unless the container is the last to be filled by the Contractor for any given day during the Electoral Calendar, the Contractor shall ensure the container is filled to capacity. Notwithstanding the foregoing, a filled container with a lid must not weigh more than 22.7 kg (50 lbs).
- 10.02.06 If a container has not been filled to capacity, the Contractor must bundle the VICs or use packing to brace the VICs securely in the container.
- 10.02.07 The Contractor shall label all containers prior to shipping to the CPC Destination Plant by inserting a label into the containers label holder.
- 10.02.08 The Contractor shall ensure all container labels meet the following requirements:
  - (a) are bilingual;
  - (b) are printed on one side only;
  - (c) fit into container label holders so that they can be easily extracted from them;
  - (d) include the following details:
    - (i) the service name (“Incentive Lettermail”);
    - (ii) the service option (“Short and Long (S/L) Machineable”);
    - (iii) the designated CPC Destination Plant where the container will be deposited.

10.03 Shipping Units (Wooden Pallets)

- 10.03.01 The Contractor shall supply and utilize wooden pallets (also referred to as skids with the bloc design) as shipping units for all containers, as shown below in Table 1: Shipping Unit.

**Table 1:** Shipping Unit

CONTRACTOR-SUPPLIED
WOODEN PALLET



10.03.02 All wooden pallets utilized by the Contractor as shipping units shall meet the exact specifications listed below in Table 2: Shipping Unit Specifications.

**Table 2:** Shipping Unit Specifications

TYPE OF SHIPPING UNIT	WEIGHT	HEIGHT	WIDTH	MAXIMUM HEIGHT (INCLUDING MAIL AND SHIPPING UNIT)	MAXIMUM WEIGHT (INCLUDING MAIL AND SHIPPING UNIT)
<b>Wooden Pallet</b>	9 kg (19.8 lbs)	1.22 m (48 in)	1.02 m (40 in)	1.5 m (59 in)	900 kg (1,984.2 lbs)

10.03.03 The Contractor shall use shipping units to group containers intended for one Statement of Mailing or bound for the same CPC Destination Plant (e.g., all VICs to be shipped to a CPC Destination Plant on any given day of the Electoral Calendar shall arrive on one wooden pallet or a group of wooden pallets).

10.03.04 In addition to the above shipping unit specifications described in Section 10.03.02, the Contractor shall utilize wooden pallets as shipping units that meet the following requirements:

- (a) must be structurally sound without any critical defects (i.e. exposed nails, significant splits, missing wood, decay or damaged/ jagged parts);
- (b) the top surface must be flat and stable, allowing for safe loading and unloading of containers without tipping or sliding;
- (c) must be able to withstand temperatures of -40°C to 40°C, and severe weather conditions such as rain, snow, ice and humidity;
- (d) must not have metal strapping;
- (e) must be built so their bottom deck boards do not obstruct entry by a forklift;

- (f) must be accessible by a forklift on all four sides and by a hand jack on two sides, with openings for forks of:
  - (i) at least 102 mm (4") in height on the sides without bottom deck boards; and
  - (ii) at least 89 mm (3.5") in height on the sides with bottom deck boards; and
- (g) conform to:
  - (i) "ASTM - D1185 - Standard Test Methods for Pallets and related Structures Employed in Materials Handling and Shipping";
  - (ii) "ISO-8611 - Pallets for Materials Handling - Flat Pallets - Part 3: Maximum Working Loads"; and
  - (iii) "Uniform Standard for Wood Pallets by National Wooden Pallet & Container Association (USA)".

10.03.05 The Contractor shall ensure the maximum capacity of a wooden pallet does not exceed 48 containers. There is no minimum required capacity for the wooden pallets.

10.03.06 The Contractor shall ensure all wooden pallets are securely fastened.

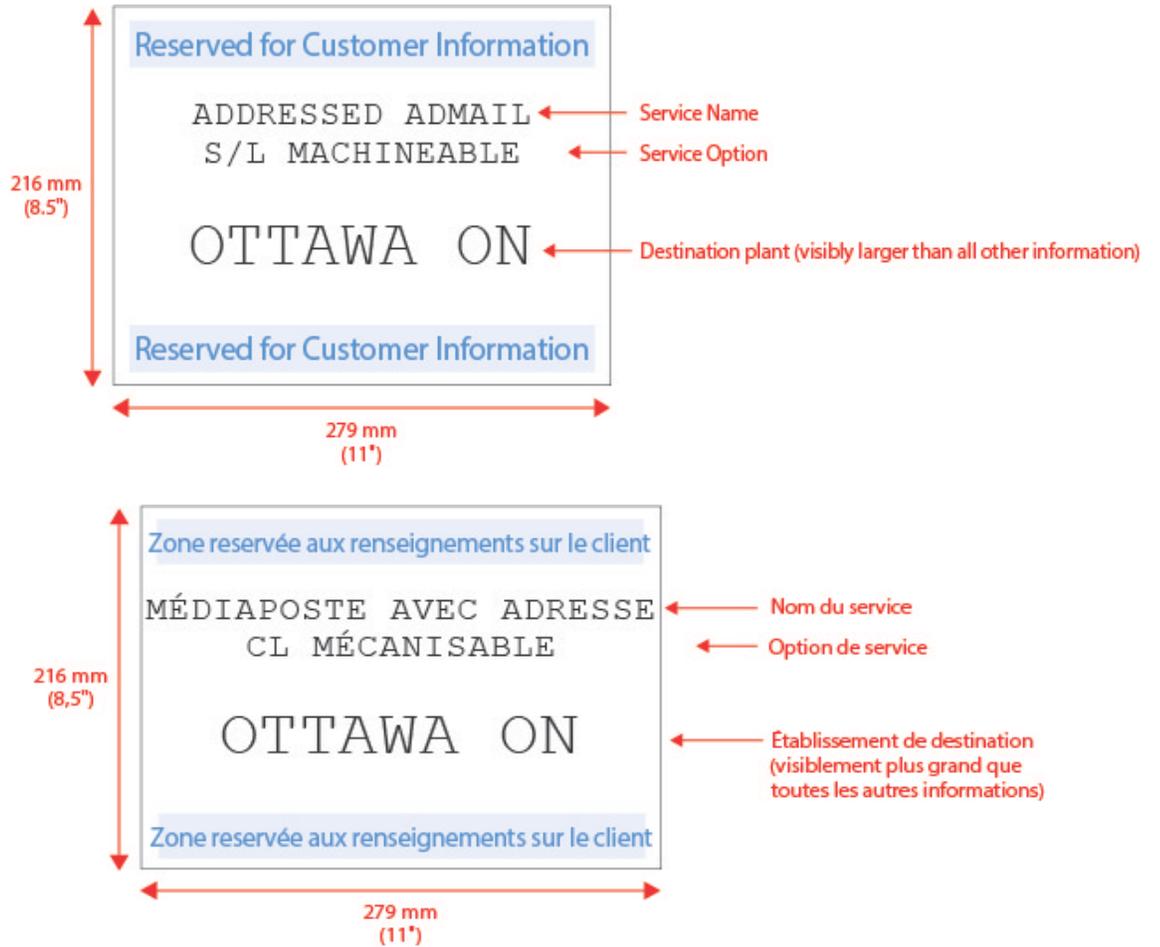
10.03.07 The Contractor shall ensure that three layers of stretch-wrapping are applied around the wooden pallet and its load, or that non-metallic cross-strapping is applied.

10.03.08 The Contractor shall ensure identical labels in either English or French are affixed prominently on two sides of a load on a wooden pallet prior to shipping to a CPC Destination Plant.

10.03.09 The Contractor shall ensure all labels affixed prominently on two sides of a load on a wooden pallet meet the following requirements (as shown in Figure 1: Sample Shipping Unit Labels):

- (a) are white in color;
- (b) are printed in black in a font size large enough to occupy the entire label;
- (c) measure 216 mm high by 279 mm wide (8.5 in x 11 in);
- (d) prominently display the CPC Destination Plant (which must be visibly larger than all other information);
- (e) identify the service name ("Incentive Lettermail"); and
- (f) identify the service option ("Short and Long (S/L) Machineable").

Figure 1: Sample Shipping Unit Labels



## Appendix A-1 - Work Management Plan

**[Note to Offerors – to be inserted at the issuance of the Standing Offer]**

## Appendix A-2 - Informational Quality Level Specifications

The below informational quality level is the standard for producing a visually pleasing printed product using normal industry production practices. Typical jobs may range from single color line work to process color illustrations and will have an intended lifespan of less than ten years. The test procedures are fully described in the "Evaluation Methods" section.

### 1. Detail Requirements

Quality Parameters and Specifications	Informational
<b>Solids (Black). Density by visual filter</b>	
(a) Uncoated paper, average density must not be less than	1.0
(b) Coated paper, average density must not be less than	1.20
(c) Density range within a solid or between adjacent solids must not exceed	0.10
(d) Density variation throughout the run must not exceed	± 0.10
<b>Solids (Color) Test as directed</b>	
Run variance shall not exceed	2.5%
<b>Color Match (Single "Spot" Color) Test as directed</b>	
The total color difference (Delta E) between the specified and printed color must not exceed	4.0
<b>Ink Gloss</b>	
Minimum gloss (when specified)	75%
<b>Register</b>	
Misregister shall not exceed	.100 mm(0.004 in.)
<b>Hickies, Spots and Lint</b>	
(a) Maximum permitted count in any one area	15
(b) Maximum average count per publication	5

<b>Skewness of Image</b>	
Maximum displacement of image axis shall not exceed	1.50 mm(0.060 in.)
<b>Folding - One, two or three folds</b>	
Folds shall not be out of specified position by more than	.760 mm(±0.030in.)
<b>Folding - More than three folds.</b>	
Folds shall not be out of specified position by more than	.760 mm(±0.030 in.)
<b>Trim</b>	
All work shall be trimmed to specified size	.760 mm(± 0.030 in.)
<b>Drilling</b>	
All drilled holes shall be positioned as specified	.40 mm(± 0.015 in.)
<b>Halftone Reproduction</b>	
The tone reproduction gradient must be within the specified range of the ideal gradient Halftone Reproduction. The tone reproduction gradient must be within the specified range of the ideal gradient	± 15%
<b>Extraneous Markings (Scumming or Set-off)</b>	
Maximum acceptable background density (NB. extraneous lines, specks, scratches etc. will be assessed visually)	0.0
<b>Image Positioning</b>	
All images shall be positioned as specified	.760 mm(± 0.030 in.)
<b>THE FOLLOWING PARAMETERS CONCERN TYPE MATTER</b>	
<b>Type Print Contrast Signal (PCS), Black Type</b>	
(a) Uncoated paper, minimum acceptable PCS	0.80
(b) Coated paper, minimum acceptable PCS	0.80
(c) Maximum acceptable variation	± 0.05
<b>Stroke Width (Percentage of Original Character Size)</b>	

(a) Acceptable range of printed character size	85% to 115%
(b) Maximum variation allowed	5%
<b>Plugging</b>	
Maximum percent plugging allowable	10%
<b>Doubling and Slur</b>	
Maximum percent of doubling or slur allowable	5%
<b>Type Voids (Broken Type etc.)</b>	
(a) Maximum permitted count in any one area	5
(b) Maximum average count per publication	3

**2. General Attributes**

2.1 Protective Varnish or Coating

Where applied, press varnish or coating shall prevent any rub-off of the printed image and if so specified the coated surface should have an even, high gloss finish.

2.2 Moiré

Halftone screens shall be angled so that no moiré effect is visible in the final print.

2.3 Image Graininess

In addition to the density specifications previously listed, halftones, solids and type shall not have a rough and grainy appearance.

2.4 Halftone Mottle

Halftones shall not have a blotchy appearance such as caused by poor dot reproduction.

**3. Evaluation Methods**

3.1 Solids (Black)

With an equivalent reflection densitometer set on the visual filter, measure the density of solid printed areas throughout the publication job lot. Where solid areas are of substantial size, four measurements within the area shall be made and the measurements averaged to find the *average density* (X).

The *density range* shall be calculated by subtracting the minimum density from the maximum density measured within one solid area or in adjacent solids.

The average densities (X) are then averaged to find the overall average density (X). The difference between the overall average density and each individual average density is the *density variation*, which shall not exceed the specifications as listed in the detail requirements.

3.2 Solids (Color)

With a reflection densitometer set on the correct densitometer filter, measure the density of solid printed color areas throughout the publication job lot.

The density run variation of any printed solid color shall not differ from the specified color by more than the tolerance levels listed in the detail requirements.

**3.3 Color Match**

This test procedure is for use only with solid spot color and not for tints or process color.

Measurements are made using a CIE response, three filters, and colorimeter with a D65 illuminate.

Measurements are made on samples of the printed solid and on an approved color swatch. The measured results are expressed in CIE LAB coordinates:  $L^*$ ,  $a^*$ ,  $b^*$ . The total color difference between the printed and specified color is calculated from the following formula:

delta E, or total color difference = squareroot of  $L^2 + a^2 + b^2$  where L, a and b are the measured differences between  $L^*$ ,  $a^*$  and  $b^*$  values for the actual and specified color samples.

**NOTE:** While the printer may not have the required equipment to make these measurements it is still possible to achieve an acceptable color match with the aid of a color reflection densitometer.

**3.4 Ink Gloss**

The 75° gloss is measured by a gloss meter in accordance with TAPPI standard procedure T480-0S72.

**3.5 Register**

Misregister is recorded as the linear displacement of any color in any direction, relative to the other color.

**3.6 Hickies**

A representative area of print 10 cm x 10 cm square is selected. (Cutting a 10 cm x 10 cm Square from board, and placing the opening over the print to be tested conveniently do this.) The total number of hickies within this area is counted, and weighted according to the size of hicky as follows:

*Size of hicky (approx.)	Weighting
Very small; 0.5 mm or less	1
Noticeable; 0.5 to 1 mm	2
Large; 1 to 3 mm	3
Very Large; 3 mm or greater	6
The total hicky rating is calculated as follows:	
(very small hickies)	x 1
Plus (noticeable hickies)	x 2
Plus (large hickies)	x 3

Plus (very large hickles)	x 6
---------------------------	-----

\* = Hicky count per area.

The maximum hicky count observed in the work is recorded, along with an average hicky count calculated from random areas throughout the work.

**NOTE:** Approximate hicky size can be rapidly assessed, and with adequate accuracy, by means of a low-powered magnifying glass (5 to 10x) with measuring reticle.

### 3.7 Skew

Skew is the angular displacement of the image axis (horizontal or vertical) from its intended alignment. Draw a straight line that represents the actual axis of the printed image. With a line of type drawing a line along the base of the characters best does this. From one end of this line extend another line that is parallel to the intended axis or parallel to the top of the page. If any skew exists, these two lines will not be identical but will be displaced from each other. If this is the case, measure the linear displacement at a distance of 12 cm from where these two lines join. This displacement shall not exceed the specification.

### 3.8 Trim

Long or short trim is recorded as the difference between specified and actual size of the trimmed work. A plus sign may be used to denote oversize work, and a minus sign for undersize.

### 3.9 Halftone Reproduction

#### (a) From a continuous-tone original

The criteria for acceptable halftone quality are a straight line when the tone reproduction curve is plotted on RIT Tone Reproduction graph paper, Type 2.

With the densitometer zeroed on the brightest highlight in the original, select several areas that represent the entire tonal range and measure the densities of these spots. Now, with the densitometer zeroed on an area of unprinted paper find the corresponding spots on the printed halftone and measure the densities. On the graph paper plot the densities from the original against the densities of the print. Draw the best straight line through these plotted points, which will represent the actual tone reproduction. Now draw another straight line from the highest plotted density point to the origin of the graph paper. This line represents the ideal tone reproduction. The gradient of the actual tone reproduction line shall not deviate from the gradient of the ideal tone reproduction line by more than the specified percentages.

#### (b) From supplied halftone film

The criteria and procedures are the same as in part (a), with one additional step. From the halftone film produce a positive non-glossy photographic contact print, which can then be measured in the same manner as the original in part (a).

### 3.10 Extraneous Marks

Lines, spots, smears or other extraneous (background) markings are assessed visually. Generalized extraneous marking, covering a large area, (e.g. scumming, tinting) are assessed in terms of average reflection density of the affected area.

### 3.11 Rub-Resistance of Printed Image

A representative sample of the print is placed on a Sutherland rub-tester (or equivalent instrument) and given 25 rubs at a pressure of 1 psi against an unmarked sample of stock similar to that on which the print is made. Density readings are then made on the rub-off smear, having pre-zeroed

the densitometer on an unmarked sample of the rubbing stock. An average density is calculated for the rub-off smear.

**3.12 Image Positioning**

Image displacement is recorded as the linear distance between specified and actual image positioning, where most of the press sheet is in register, but some is out of position.

**3.13 Type Print Contrast Signal (PCS), Black Type**

The type print contrast signal, i.e. density, is measured with a microdensitometer. Measurements are made on type throughout the job lot and the average PCS is calculated. The PCS of any area shall not vary from the average PCS by more than the specified amounts.

**3.14 Stroke Width**

The width of any part of a printed type character is measured and expressed as a percentage of the width of the same character on the original copy. The variation of stroke width is the difference between the maximum and minimum percentage values found on a page or sheet.

**3.15 Plugging**

This normally occurs with characters having an enclosed area such as the letters a, e and o. The degree of plugging is measured using a magnifier with a measuring reticle and expressed as the percentage of the open area that has been filled in.

**3.16 Doubling**

The secondary, or ghost, image adjacent to the primary character is measured with a magnifier having a measuring reticle and is expressed as a percentage of the primary image.

**3.17 Voids**

A representative area of printed type 8.5 cm wide by 10 lines deep is selected. The total number of voids within this area is counted and weighted according to the size of the void as follows:

Size of Void	Weighting
0.002 to 0.004 in.	1
greater than 0.004 but less than 0.006 in.	3
0.006 in. or greater*	10

*(\* Any void that causes a character to be indistinguishable will be unacceptable.)*

Multiply each void by its corresponding weighting factor and then sum the total count. The total void count as well as the average void count calculated from randomly chosen areas throughout the job should not exceed the specifications.

## **Appendix A-3 - EC Authorized Users**

### **Elections Canada Authorized Users**

Craig Morse  
REVISE 2015 Project Manager  
Field Readiness Event Management  
Elections Canada  
Telephone: 819-939-1386  
E-mail Address: Craig.Morse@elections.ca

Karen Thomas  
A/Chief – Voter Information Card Production  
Field Readiness Event Management  
Elections Canada  
Telephone: 819-939-1596  
E-mail Address: Karen.Thomas@elections.ca

Keith Walker  
Chief, Revision Systems  
Field Readiness Event Management  
Elections Canada  
Telephone: 819-939-1390  
E-mail Address: Keith.Walker@elections.ca

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### Appendix A-4 - Certificate of Destruction

TO: EC TECHNICAL AUTHORITY

FROM: [NOTE: Name of Contractor to be inserted at issuance of Standing offer] ("Contractor")

I, \_\_\_\_\_, \_\_\_\_\_,  
(Given name) (Surname)

an authorized representative of the Contractor, certify that the Secure EC Account on the Secure Server has been deactivated and all originals and copies of the following Data File(s) pursuant to Call-Up Number [Insert Call-Up number] between Elections Canada and the Contractor dated [Insert date], have been permanently deleted from the information holdings of the Contractor.

Description of information/records destroyed:

Date information/records were destroyed:

Method used to destroy the information/records:

Location where the information/records were destroyed:

Name of the individual who destroyed the information/records:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

Original: Send to ELECTIONS CANADA

Copy: Signatory of Certificate

## Appendix A-5 – CPC Destination Plants

- 1- Victoria, British Columbia  
4181 GLANFORD AVE VICTORIA BC V8Z 4B0
- 2- Vancouver, British Columbia  
5940 FERGUSON ROAD RICHMOND, BC V7B 0B1
- 3- Calgary, Alberta  
1100 49 AVE NE CALGARY AB T2E 0A0
- 4- Edmonton, Alberta  
12135 149th ST NW EDMONTON AB T5L 2J0
- 5- Regina, Saskatchewan  
2200 SASKATCHEWAN DR REGINA SK S4P 0B0
- 6- Saskatoon, Saskatchewan  
817 51st ST E SASKATOON SK S7K 5C6
- 7- Winnipeg, Manitoba  
1870 WELLINGTON AVE WINNIPEG MB R3H 3H3
- 8- Thunder Bay, Ontario  
1005 ALLOY DRIVE THUNDER BAY ON P7B 5X0
- 9- Windsor, Ontario  
4255 WALKER RD WINDSOR ON N8W 4W0
- 10- London, Ontario  
951 HIGHBURY AVE LONDON ON N5Y 1B0
- 11- Kitchener, Ontario  
70 TRILLIUM DR KITCHENER ON N2E 2C0
- 12- Hamilton, Ontario  
393 MILLEN RD STONEY CREEK ON L8E 5A8
- 13- Toronto (South Central), Ontario  
969 EASTERN AVE TORONTO ON M4L 1A5
- 14- Toronto (Gateway), Ontario  
4567 DIXIE RD MISSISSAUGA ON L4W 1S2

- 15- Ottawa, Ontario  
1424 SANDFORD FLEMING AVE OTTAWA ON K1G 1C0
  
- 16- Montreal, Quebec  
555 MCARTHUR AVE SAINT-LAURENT QC H4T 1T4
  
- 17- Québec City, Quebec  
5055 HUGUES-RANDIN ST QUÉBEC QC G2C 1A0
  
- 18- Halifax, Nova Scotia  
6175 ALMON ST HALIFAX NS B3K 5N2
  
- 19- Saint John, New Brunswick  
125 ROTHESAY AVE SAINT JOHN NB E2L 2B0
  
- 20- St. John's, Newfoundland and Labrador  
98 KENMOUNT RD PO BOX 13037 ST. JOHN'S NL A1B 1W0

## **Appendix A-6 – Sample Statement of Mailing**



Sample Statement of Mailing



Lettermail  
Poste-lettres

C133121570

1

Accepting Location Lieu de dépôt

Mailed By Customer Number Expédié par N° du client:

Paid By Customer No. N° du client/compte

Method of Payment Mode de paiement  
Account / Porter au compte  
Contract No. N° de la convention

Transmitted/Transmis:

Mailed on behalf of Expédié au nom de:

CIF ACMA:

Customer Reference Référence du client:

Co-pkgd in PM pc Conditionnement commun de la Poste-publications:

DMC CVML: Address Accuracy Exactitude des adresses:

Deposit Summary / Sommaire du dépôt

Location Name / Nom du bureau:



Deposit Date / Date du dépôt:

(The Induction Date may be different. / La date de dépôt pourrait être différente.)

4005 42C13 31215 701UX JU1AA 1027

Service Description / Description du service	Pieces / Articles	Weight / Piece / Poids / article
Standard Letters / Lettres standard		

Containers / Conteneurs (Customer estimate / Evaluation du client)
No data available Aucune donnée disponible

Entire Mailing / Envoi complet

Product / Produit	Cost Centre Reference / Référence centre de coûts	Mailing Id / N° Dépôt	Deposit Date / Date du dépôt	Pieces / Articles	Weight/Piece / Poids/article	\$ / Piece / \$ / article	Metered Rate / \$ / kg	Options Code \$ / Code d'options \$	Total Cost (\$) / Total des frais (\$)
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TOTAL

Deposit Type / Type de dépôt  
Full Mailing - One Deposit / Dépôt entier - Un seul dépôt

Sub-total Before Taxes / Total partiel avant les taxes

GST/TPS \$0.00 HST/TVH PST/TVP \$0.00

Total Amount Due to CPC / Montant total dû à la SCP

OCR LOC %: \_\_\_\_\_ FSM MTGOP %: \_\_\_\_\_ Apply Appliquer: [ ] Yes Oui [ ] No Non

The Customer warrants that this mailing does not contain dangerous goods and otherwise complies with the terms and conditions as agreed to.

Le client garantit que cet envoi ne contient pas de matières dangereuses et qu'il est conforme aux conditions acceptées.

Authorized Customer Signature / Signature autorisée du client:

X

Accepted and verified by Initials / Employee No.:

Accepté et vérifié par Initiales / N° de l'employé: \_\_\_\_\_

Cheque No. N° du chèque: \_\_\_\_\_

Cheque Amount Montant du chèque: \_\_\_\_\_

This document must accompany your mailing to the Accepting Location.  
Ce document doit accompagner votre envoi au bureau de dépôt.

## Specifications for the VIC

- The size of the VIC is 9.1875" x 4.625"
- The Font is Arial Regular, Bold and italic
- The Colours are: PMS 209 (Red) and Black.

### Font size for the text

Arial Bold 11 pt	<b>Voter Information Card</b>	<b>Carte d'information de l'électeur</b>			Graphic
Arial Bold 10.75 pt	<b>Federal Election Wednesday, October 19, 2015</b>	<b>Élection fédérale Le mercredi 19 octobre 2015</b>			
Arial Bold 9 pt	<b>If your correct name and address appear on this card, you are registered to vote.</b>	<b>Si vos nom et adresse figurent correctement sur cette carte, vous êtes inscrit pour voter.</b>	<b>Not your correct name or address? Register now at elections.ca. / Votre nom ou adresse sont incorrects? Inscrivez-vous maintenant à elections.ca.</b>		
Arial Regular 9 pt	<b>To vote, you must:</b> <ul style="list-style-type: none"> <li>• be a Canadian citizen</li> <li>• be at least 18 years old on election day</li> <li>• prove your identity and address – for the full list of ID, visit elections.ca</li> </ul>	<b>Pour voter, vous devez :</b> <ul style="list-style-type: none"> <li>• être citoyen canadien</li> <li>• être âgé d'au moins 18 ans le jour de l'élection</li> <li>• prouver votre identité et votre adresse – pour obtenir la liste complète des pièces d'identité, visitez elections.ca</li> </ul>			
Arial Italic 9 pt	<i>Bring this card with you to avoid delays. Please note that this card is not a piece of ID.</i>	<i>Apportez cette carte avec vous afin d'éviter l'attente. Veuillez noter que cette carte n'est pas une pièce d'identité.</i>	Doe, John Or the Elector / 123 Main Street Anytown, ON K1A 5T7		
Graphic	<b>Ready to Vote / Prêt à voter</b>		Doe, John Ou à l'électeur 123 rue Main Anytown, ON K1A 5T7		
Arial Bold 13 pt	<b>elections.ca</b>		<b>Replacement Card / Carte de remplacement</b>		

**Font size for the text**

Arial Regular 8 pt

Arial Bold 11 pt

Arial Bold 8.75 pt

Arial Italic 8.5 pt

Arial Bold 11 pt

Arial Italic 8.5 pt

Arial Bold 9 pt

Arial regular 6 pt

Arial Bold 12 pt

Your riding: Votre circonscription : <b>Leeds-Grenville</b>	
<b>Election day</b>	<b>Jour de l'élection</b>
<b>Monday, October 19, 9:30 a.m. – 9:30 p.m.</b>	<b>Le lundi 19 octobre, 9 h 30 – 21 h 30</b>
<b>Oxford-on-Rideau Public School</b> 50 Water Street Oxford Mills	<b>Oxford-on-Rideau Public School</b> 50, rue Water Oxford Mills
This site meets 15 accessibility criteria. Visit elections.ca for details.	Ce lieu répond à 15 critères d'accessibilité. Visitez elections.ca pour obtenir des détails.
<b>Advance voting days</b>	<b>Jours du vote par anticipation</b>
<b>October 9, 10, 11 and 12, noon – 8:00 p.m.</b> <b>December 9, 10, 11 and 12, noon – 8:00 p.m.</b>	<b>Les 9, 10, 11 et 12 octobre, midi – 20 h</b> <b>Les 9, 10, 11 et 12 décembre, midi – 20 h</b>
<b>North Grenville Municipal Centre</b> 285 Country 44 Road Kemptville	<b>North Grenville Municipal Centre</b> 285 Country 44 Road Kemptville
Wheelchair accessible. Call 1-866-241-7765 to ensure this site meets your needs.	Accessible aux fauteuils roulants. Appelez au 1-866-241-7765 pour vérifier ce lieu.
<b>Other ways to vote</b>	<b>Autres façons de voter</b>
<ul style="list-style-type: none"> <li>Go to any Elections Canada office by 6:00 p.m. on Tuesday, October 13, <b>or</b></li> <li>Vote by mail. Deadlines apply. Visit <b>elections.ca</b> or call us.</li> </ul>	<ul style="list-style-type: none"> <li>Allez à n'importe quel bureau d'Élections Canada avant 18 h, le mardi 13 octobre, <b>ou</b></li> <li>Votez par la poste. Il y a des dates limites. Visitez <b>elections.ca</b> ou appelez-nous.</li> </ul>

**Accessibility / Accessibilité**

If you need a language or sign language interpreter, or other assistance, call us before 6:00 p.m. on Thursday, October 15. Find more information on accessibility at **elections.ca**.

Si vous avez besoin d'un interprète gestuel ou linguistique ou d'un autre service, appelez-nous avant 18 h, le jeudi 15 octobre. Pour plus d'information sur l'accessibilité, allez à **elections.ca**.

**Elections Canada / Élections Canada**

Open 7 days a week / Ouvert 7 jours sur 7

TD Canada Trust Building  
B-133 King Street West  
Brockville ON  
K6V 6Z1

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**1-866-241-7765**

TTY / ATS 1-800-361-8935

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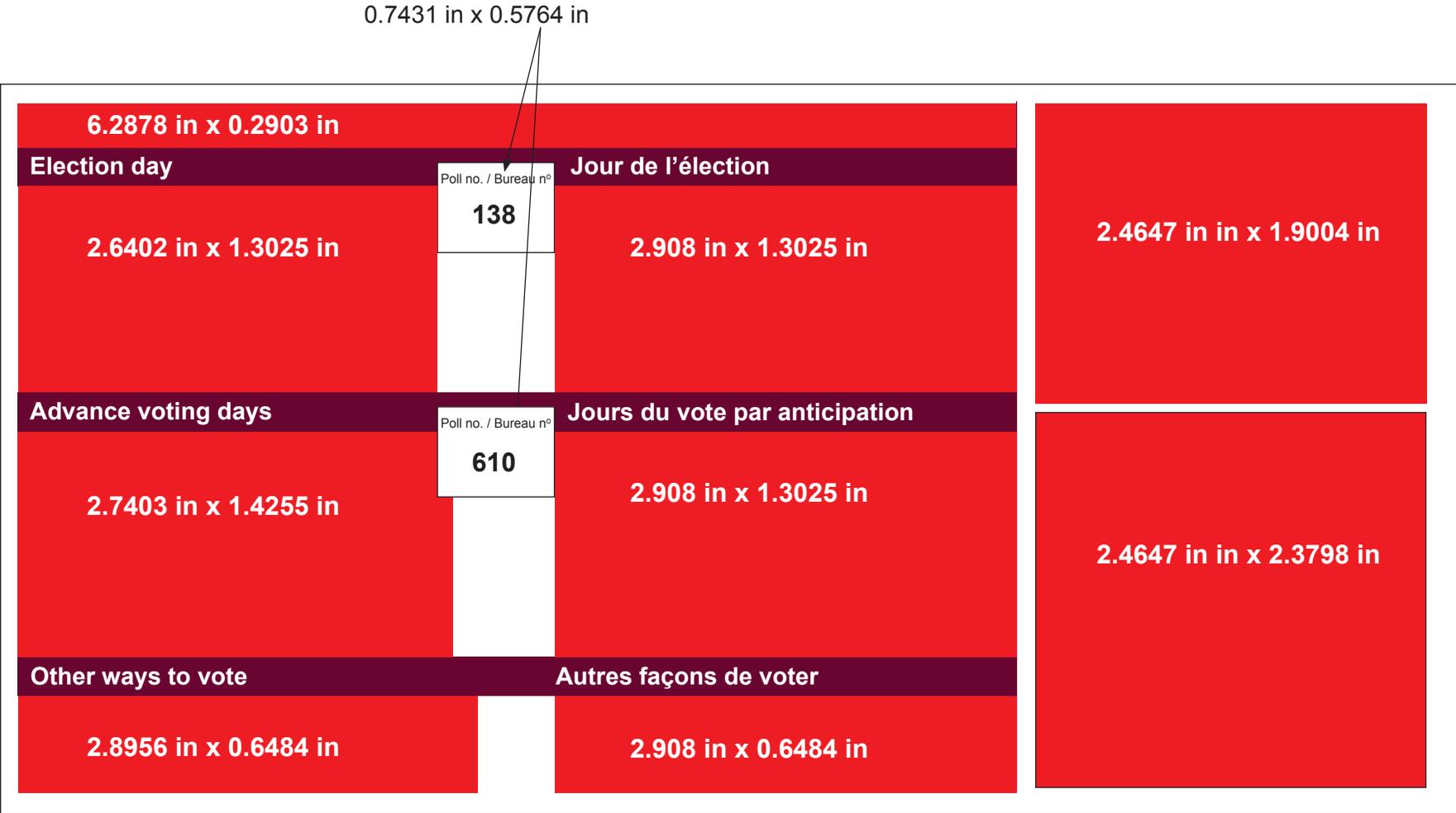
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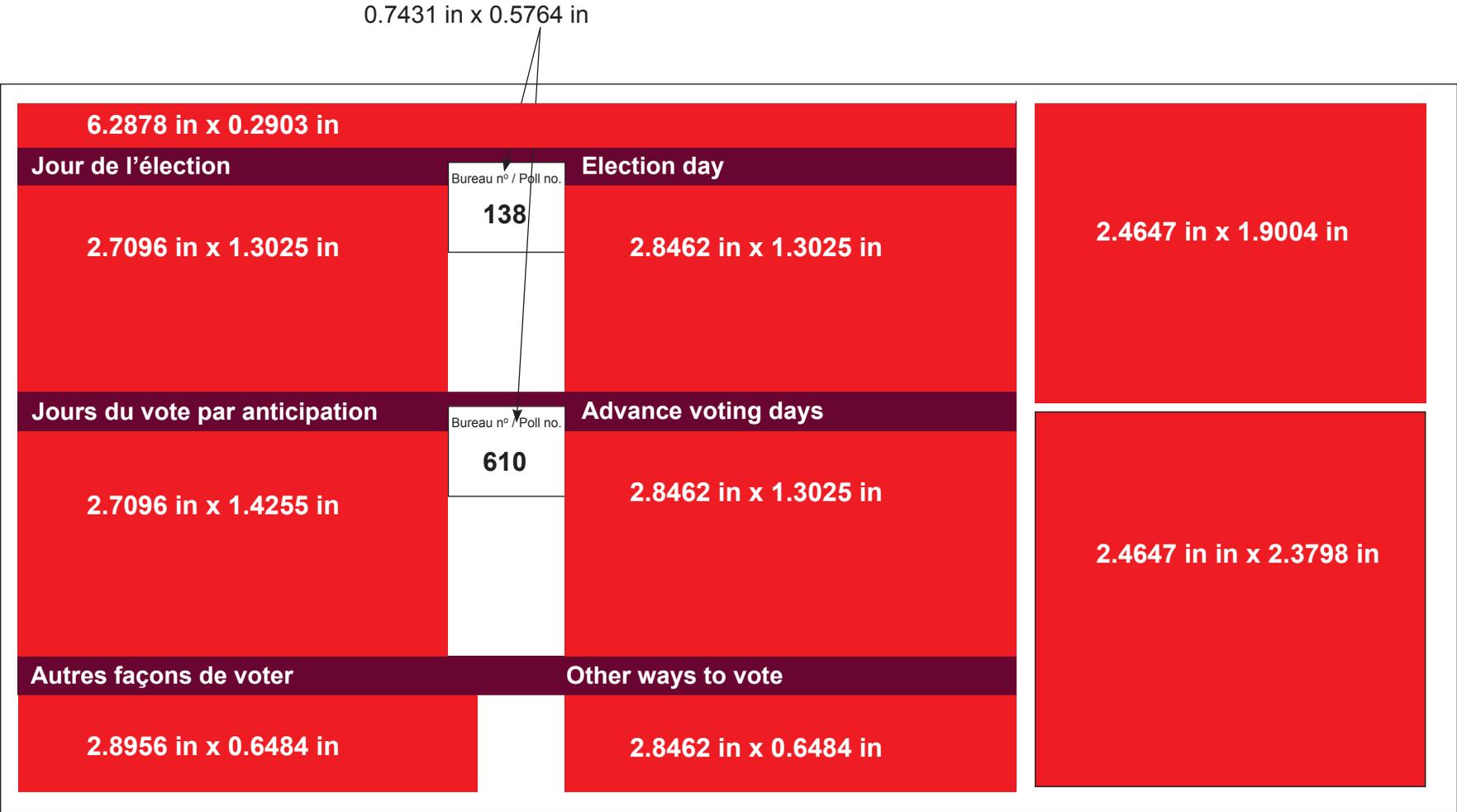
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**Appendix B**  
**General Conditions**  
***Goods and Services***

**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, the Contractor must not stop or suspend the Work or part of the Work pending the settlement of any dispute between the Parties about the Contract.
- 2.01.04 The Contractor must provide all reports that are required by the Contract and any other information that Elections Canada may reasonably require from time to time.
- 2.01.05 The Contractor is fully responsible for performing the Work. Elections Canada will not be responsible for any negative consequences or extra costs if the Contractor follows any advice given by Elections Canada unless the Contracting Authority provides the advice to the Contractor in writing and includes a statement specifically relieving the Contractor of any responsibility for negative consequences or extra costs that might result from following the advice.

## **Article 3 Work**

### **Section 3.01 Specification**

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

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

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

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

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

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

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

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

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

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

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

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

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

## **Article 4 Subcontracts**

### **Section 4.01 Consent**

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

- 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 Article only if Elections Canada is responsible for the delay in paying the Contractor. Elections Canada will not pay interest on overdue advance payments.

## **Article 7 Accounts and Audit**

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

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

representatives of Elections Canada may from time to time require to perform a complete audit of the Contract.

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

## **Article 8 Taxes**

### **Section 8.01 Municipal Taxes**

Municipal Taxes do not apply.

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

- 8.02.01 Except as provided by law, Elections Canada is not required to pay any sales tax payable to the province in which the taxable goods or services are delivered. This exemption has been provided to federal government departments and agencies under the authority of one of the following:
- (a) Provincial Sales Tax (PST) Exemption Licence Numbers, for the provinces of:
    - i. British Columbia PST-1000-5001;
    - ii. Manitoba 390-516-0;
  - (b) for Saskatchewan, the Yukon Territory, the Northwest Territories and Nunavut, an Exemption certification, which certifies that the goods or services purchased by Elections Canada are not subject to the provincial and territorial sales and consumption taxes because they are purchased by a federal government department or agency with Canada funds for the use of Elections Canada.
- 8.02.02 Currently, in Alberta, the Yukon Territory, the Northwest Territories and Nunavut, there is no general PST. However, if a PST is introduced in Alberta, the Yukon Territory, the Northwest Territories or Nunavut, PST will be payable unless an exemption certification is included in the purchasing document.

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

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

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

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

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

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

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

- 8.06.01 If there is any change to any tax or duty payable to any level of government in Canada after the bid submission date that affects the costs of the Work to the Contractor, the Contract Price will be adjusted to reflect the increase or decrease in the cost to the Contractor.
- 8.06.02 However, there will be no adjustment for any change that increases the cost of the Work to the Contractor if public notice of the change was given before bid submission date in sufficient detail to have permitted the Contractor to calculate the effect of the change on its cost. There will be no adjustment if the change takes effect after the date required by the Contract for delivery of the Work.

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

The estimated amount of applicable sales tax is included in the total estimated cost on page 1 of the Contract. The applicable sales tax is not included in the Contract Price but will be paid by Elections Canada as provided in 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**

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

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

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

### **Article 10 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 Article, the Contracting Authority may require the Contractor to deliver to Elections Canada, in the manner and to the extent directed by the Contracting Authority, any completed parts of the Work not delivered and accepted before the termination and anything that the Contractor has acquired or produced specifically to perform the Contract. Elections Canada will pay the Contractor:
- (a) the value, of all completed parts of the Work delivered to and accepted by Elections Canada, based on the Contract Price, including the proportionate part of the Contractor's profit or fee included in the Contract Price; and
  - (b) the Cost to the Contractor that Elections Canada considers reasonable in respect of anything else delivered to and accepted by Elections Canada.
  - (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 or Article 21.
- 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 Article, the Contracting Authority may require the Contractor to deliver to Elections Canada, in the manner and to the extent directed by the Contracting Authority, any completed parts of the Work, not delivered and accepted before the termination and anything the Contractor has acquired or produced specifically to perform the Contract. In such a case, subject to the deduction of any claim that Elections Canada may have against the Contractor arising under the Contract or out of the termination, Elections Canada will pay or credit to the Contractor:
- (a) the value, of all completed parts of the Work delivered to and accepted by Elections Canada, based on the Contract Price, including the proportionate part of the Contractor's profit or fee included in the Contract Price; and
  - (b) the cost to the Contractor that Elections Canada considers reasonable in respect of anything else delivered to and accepted by Elections Canada.
- 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 Article, together with any amounts paid, due or becoming due to the Contractor must not exceed the Contract Price. The Contractor will have no claim for damages, compensation, loss of profit, allowance arising out of any termination notice given by Elections Canada under this Article except to the extent that this Article expressly provides. The Contractor agrees to repay immediately to Elections Canada the portion of any advance payment that is

unliquidated at the date of the termination.

## **Article 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/app-acq/cndt-cndct/index-eng.html>) 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.

**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.

**Annex**  
**Supplemental Conditions**  
***Personal Information***

**Article 1 Interpretation**

1.01.01 In the Contract, unless the context otherwise requires,

“Cookie”	means a data file sent by a web server to the web browser on a visitor's computer that the web server uses to track or record visitor information;
“Digital Markers”	means the mechanisms used to remember a visitor's online interactions with a website(s). These mechanisms may be used to record a visitor's online interactions within a single session or visit, or to record a visitor's online interactions through multiple sessions or visits;
“First-party Cookies	means Cookies set by the website the visitor is visiting;
“General Conditions”	means the general conditions that form part of the Contract;
“Internet Protocol Address” or “IP Address”	means a numerical label assigned by the Internet Service Provider to each computer and is how the computer user communicates on the Internet;
“Internet Service Provider”	means an organization that provides access to the Internet;
“Personal Information”	means information collected or generated in the performance of the Contract about an individual, including the types of such information specifically described in the <i>Privacy Act</i> , R.S. 1985, c. P-21, and also including information that may be linked or is linkable to an individual such as the IP Address of individuals visiting Elections Canada’s websites;
“Record”	means any hard copy document or any data in a machine-readable format containing Personal Information;
“Third-party Cookies”	means Cookies set by a different domain than the website that the visitor is currently visiting; and
“Web Analytics”	means the collection, analysis, measurement and reporting of data about web traffic and user visits for purposes of

understanding and optimizing web usage.

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 If there is any inconsistency between the General Conditions and these supplemental conditions, the applicable provisions of these supplemental 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 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 that such personal information bank is under the control of Elections Canada.

- 4.01.02 If the Contractor must collect Personal Information from an individual to perform the Work, the Contractor must only collect Personal Information that is required to perform the Work.
- 4.01.03 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.
- 4.01.04 If required pursuant to the Articles of Agreement, the Contractor must use the consent form or script, as the case may be, when collecting Personal Information, as provided therein.
- 4.01.05 When requesting Personal Information from any individual, if the Contractor doubts that such 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 Collection of IP Addresses or other Personal Information for Web Analytics**

- 5.01.01 If Web Analytics form part of the Work, the Contractor must:
- (a) depersonalize the IP Address prior to its storage so that the full IP Address cannot be reconstituted. This must be done through irrevocable truncation of the last octet of the IP Address, or through some other methodology that offers comparable privacy protection and that has been approved by Elections Canada;
  - (b) not link, or attempt to link, the IP Address or other unique identifier associated with Digital Markers with the identity of an individual computer user;
  - (c) only use the depersonalized IP Address, and any other data disclosed to it for the purpose of Web Analytics, in accordance with the Contract. For greater certainty, the Contractor is prohibited from using or reusing such data for any other purpose without the prior express written consent of the Contracting Authority;
  - (d) not disclose or transfer the depersonalized IP Address or any other data disclosed to it for the purpose of Web Analytics to a third party except:
    - (i) in accordance with the Contract;
    - (ii) with the express prior written authorization of the Contracting Authority; or
    - (iii) if required to do so by law and in accordance with the requirements set out in Article 14;
  - (e) only use First-party Cookies and not Third-party Cookies;

- (f) in addition to the obligations set out in Subsection 6.01.01, not use techniques including, but not limited to, interlinking, cross-referencing, data mining or data matching from multiple sources in connection with the Personal Information collected pursuant to the Contract without the express, prior written authorization of the Contracting Authority;
- (g) comply with any requirement established by the Contracting Authority, in addition to the requirements set out in Article 7, that is reasonably required to ensure that Elections Canada meets its obligations under the Treasury Board Policy on Government Security; and
- (h) safeguard the depersonalized IP Address and other Personal Information disclosed and collected in connection with Web Analytics for purposes of the Contract in the manner set out in Article 7.

5.01.02 Notwithstanding Article 13, the Contractor must retain any Record containing such information until the completion of the Work or the end of the Term, whichever of these comes first, after which time, such Records, including any backup copies, must be destroyed in a way that re-identification of the Personal Information is not possible.

## **Article 6 Maintaining the Accuracy, Privacy and Integrity of Personal Information**

6.01.01 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 7 Safeguarding Personal Information**

7.01.01 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 8 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 and contact information to the Contracting Authority within ten (10) days of from the Effective Date of the Contract.

## **Article 9 Quarterly Reporting Obligations**

9.01.01 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 10 Threat and Risk Assessment**

10.01.01 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 11 Audit**

Elections Canada may audit the Contractor's compliance with these supplemental 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 12 Statutory Obligations**

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 13 Disposing of Records and Returning Records to Elections Canada**

Subject to Subsection 5.01.02, 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 end of the Term, whichever of these comes first, the Contractor must return all Records (including all copies) to the Contracting Authority.

#### **Article 14 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 15 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 16 Exception**

The obligations set out in these supplemental 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 B

### Pricing Tables

**Table A – Production, Mail Preparation and Storage of VICs for a General Election or Referendum – 5,200,000 VICs**

A	B	C	D
Item	Description	SOW reference(s)	Firm Price [To be inserted from successful offeror's proposal]
1	Production of 5,000,000 VICs (VIC Ready Stock and the Initial VICs)	7.02, 7.04, and 7.05	\$ _____ per general election or referendum
2	Production of 200,000 Revised VICs (VIC Ready Stock and the Initial VICs)	7.02 and 7.06	\$ _____ per general election or referendum
3	Monthly Storage Costs of VIC Ready Stock	7.03	\$ _____ per month
4	Cost for using two templates (French first and English first)	5.01.05	\$ _____ lump sum

**Table B – Production and Mail Preparation of VICs for By-election**

A	B	C	D
Item	Description	SOW reference(s)	Firm Price [To be inserted from successful offeror's proposal]
1.	Production of 25,000 VICs (VIC Ready Stock and Initial VICs)	8.01	\$ _____ per by-election
2.	Production of 50,000 VICs (VIC Ready Stock and Initial VICs)	8.01	\$ _____

			per by-election
3.	Production of 75,000 VICs (VIC Ready Stock and Initial VICs)	8.01	\$ _____ per by-election
4.	Production of 5,000 VICs (VIC Ready Stock and Initial VICs)	8.01	\$ _____ per by-election
5.	Production of 10,000 VICs (VIC Ready Stock and Initial VICs)	8.01	\$ _____ per by-election
6.	Production of 20,000 VICs (VIC Ready Stock and Initial VICs)	8.01	\$ _____ per by-election
7.	Production of 100 VICs (VIC Ready Stock and Revised VICs)	8.01	\$ _____ per by-election
8.	Production of 1,000 VICs (VIC Ready Stock and Revised VICs)	8.01	\$ _____ per by-election

**Table C – Production and Mail Preparation of VICs for Additional Printing during a General Elections or Referendum**

A	B	C	D
Item	Description	SOW reference(s)	Firm Price [To be inserted from successful offeror's proposal]
1.	Production of additional 50,000 VICs (VIC Ready Stock and Initial VICs)	9.01	\$ _____ per general election or referendum

**Table D – Option 1 - Production, Mail Preparation and Storage of an Additional 1,300,000 VICs for a General Election or Referendum**

A Item	B Description	C SOW reference(s)	D Firm Price [To be inserted from successful offeror's proposal]
1.	Production of 1,250,000 VICs (VIC Ready Stock and Initial VICs) in addition to and at the same as the 5,000,000 in Item 1 of Table A.	7.02, 7.04 and 7.05	\$ _____ per general elections or referendum
2.	Production of 50,000 VICs (VIC Ready Stock and Revised VICs) in addition to and at the same as the 200,000 Revised VICs in Item 2 of Table A.	7.02 and 7.06	\$ _____ per general elections or referendum
3.	Monthly Storage Costs of VIC Ready Stock	7.03	\$ _____ per month

**Table E – Option 2 - Production, Mail Preparation and Storage of an Additional 3,463,000 VICs for a General Election or Referendum**

A Item	B Description	C SOW reference(s)	D Firm Price [To be inserted from successful offeror's proposal]
1.	Production of 3,330,000 VICs (VIC Ready Stock and Initial VICs) in addition to and at the same as the 5,000,000 in Item 1 of Table A	7.02, 7.04 and 7.05	\$ _____
2.	Production of 133,000 Revised VICs (VIC Ready Stock and Initial VICs) in addition to and at the same as the 200,000 Revised VICs in Item 2 of Table A	7.02 and 7.06	\$ _____
3.	Monthly Storage Costs of VIC Ready Stock	7.03	\$ _____ per month

**Table F – Option 2 - Production, Mail Preparation and Storage of an Additional 7,800,000 VICs for a General Election or Referendum**

A	B	C	D
Item	Description	SOW reference(s)	Firm Price [To be inserted from successful offeror's proposal]
1.	Production of 7,500,000 VICs (VIC Ready Stock and Initial VICs) in addition to and at the same as the 5,000,000 in Item 1 of Table A	7.02, 7.04 and 7.05	\$ _____
2.	Production of 300,000 Revised VICs (VIC Ready Stock and Initial VICs) ) in addition to and at the same as the 200,000 Revised VICs in Item 2 of Table A	7.02 and 7.06	\$ _____
3.	Monthly Storage Costs of VIC Ready Stock	7.03	\$ _____ per month

# ANNEX C



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat <b>ECSVT-RFSO-14-0385</b>
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 <b>Office of the Chief Electoral Officer</b>	2. Branch or Directorate / Direction générale ou Direction <b>Field Readiness Event Management</b>	
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail Elections Canada (EC) has a requirement for the printing and delivery to Canada Post Corporation (CPC) of Voter Information Cards (VIC) necessary to support a general election. The VICs contain names and addresses of approximately 24,000,000 electors plus additional polling site information related to 338 Electoral Districts (ED) across Canada. There will be a new VIC production model in place for the next GE that will utilize up to 5 commercial printers, replacing the old model that required labels to be affixed to the cards.		
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 type="checkbox"/>	No / Non <input checked="" 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
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
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 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 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 : <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays :	Restricted to: / Limité à : <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays :	Restricted to: / Limité à : <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays :
7. c) Level of information / Niveau d'information		
PROTECTED A PROTÉGÉ A <input checked="" 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"/>



Contract Number / Numéro du contrat <b>ECSVT-RFSO-14-0385</b>
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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?  
If Yes, indicate the level of sensitivity:  
Dans l'affirmative, indiquer le niveau de sensibilité :  No / Non  Yes / Oui

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?  
Short Title(s) of material / Titre(s) abrégé(s) du matériel :  No / Non  Yes / Oui  
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 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?  No / Non  Yes / 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 / Non  Yes / Oui



Contract Number / Numéro du contrat <b>ECSV-T-RFSO-14-0385</b>
Security Classification / Classification de sécurité

**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 / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET	NATO RESTRICTED / NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL / NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET / COSMIC TRÈS SECRET	PROTECTED / PROTÉGÉ			CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET
											A	B	C			
Information / Assets / Renseignements / Biens / Production	<input checked="" type="checkbox"/>															
IT Media / Support TI	<input checked="" type="checkbox"/>															
IT Link / Lien électronique	<input checked="" 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).

**Annex D - Template Call-up  
Annexe D - Gabarit d'une Commande subséquente**



**Call-up against a Standing Offer – Services  
Commande subséquente à une offre à commandes – Services**

<b>1. Information</b>			
<i>Standing Offer – Title and No. Offre à commande – Titre et no.</i>			
<i>Offeror – Offrant Name - Nom:</i>		<p><b>To the Offeror:</b> As a result of this Call-up, you are required to supply the services identified below on the terms and conditions stated in the Standing Offer. Invoices must be sent in accordance with the detailed instructions in the standing offer.</p> <p><b>À l'offrant:</b> Suite à cette commande subséquente, vous devez fournir les services identifiés ci-dessous selon les modalités établies dans l'offre à commandes. Les factures doivent être envoyées selon les instructions détaillées dans l'Offre à commande.</p>	
<i>Address - Adresse:</i>			
<i>Contact – Personne contact:</i>			
<b>2. Call-up – Commande subséquente</b>			
<i>Call-up No. – N° de la commande subséquente:</i>		<i>Financial Code(s) – Codes(s) financier(s):</i>	<i>Term of this Call-up – Durée de la commande subséquente:</i>
<i>Value of Call-up (excl. taxes) – Valeur de la commande subséquente (taxes excl.):</i>	<b>Call-up Cost Breakdown (excl. taxes) – Détail du prix de la commande subséquente (taxes excl.)</b>		
	<i>Professional Fees – Honoraires professionnels</i>	<i>Travel – Déplacement</i>	<i>Administrative Expenses – Frais d'administration</i>
<b>Amendment - Modification</b>			
<i>Amendment No., if any – N° de modification, s'il y a lieu:</i>	<i>Previous Value (excl. taxes) – Valeur précédente (taxes excl.):</i>	<i>Value of the increase/decrease (excl. taxes) – Valeur de l'augmentation ou diminution (taxes excl.):</i>	<i>Total Revised Value (excl. taxes) – Montant total prévue (taxes excl.):</i>
<b>3. Services</b>			
<p><b>[NOTE TO TECHNICAL AUTHORITY: When completing this form, at minimum, the following information must be included in this box:</b></p> <ol style="list-style-type: none"> <li>1. The number of VICs to be printed (Section 5.01.02);</li> <li>2. Whether the Call-up is for a general elections, referendum or a by-election (Section 8.01.01); and,</li> <li>3. Elections Canada's CPC customer and contract numbers (Section (9.01.02)).</li> </ol>			
<b>4. Enquiries – Demandes de renseignements</b>			
<i>For additional information, contact the Call-up Authority – Pour de plus amples renseignements, s'adresser au responsable de la commande subséquente:</i>		<i>Tel. No. – N° de tél:</i>	
<i>Name – Nom:</i>		<i>Email address – Adresse courriel:</i>	
<b>5. Invoice to – Facturer à</b>			

**Annex D - Template Call-up**  
**Annexe D - Gabarit d'une Commande subséquente**

<b>6. Signature</b>	
<p><i>The CEO hereby accepts the offer made by the Offeror in the Standing Offer for the services described in Section 3 above which forms part of the Work.</i></p> <p><i>Le DGE accepte par la présente l'offre de l'offrant tel que décrit dans l'offre à commande de fournir les services décrits ci-haut à la section 3 qui font partie des travaux.</i></p>	<p><b>Chief Electoral Officer of Canada – Directeur général des élections du Canada</b></p> <p>_____</p> <p>Signature of authorized representative Signature du représentant autorisé</p> <p>_____</p> <p>Print name of authorized representative Nom du représentant autorisé en caractères d'impression</p> <p>_____</p> <p>Print title of authorized representative Titre du représentant autorisé en caractères d'impression</p> <p>Date: _____</p>

# **Voter Information Card (VIC) Printing Services**

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## **Part 7**

### **Technical Evaluation Criteria**

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## **SECTION A – MANDATORY EVALUATION CRITERIA**

### **[M1] Sample VICs**

The Offeror must submit 200 sample VICs with their offer. A two-step print process must be used to produce such VICs. The print process is as follows: first, VIC Color Data File is printed becoming the VIC Ready Stock, and then in a separate print run, the VIC Variable Data is printed onto such VIC Ready Stock.

The Offeror are to request from the Standing Offer Authority the VIC Colour Data File to produce VIC Ready Stock and VIC PDF Print Files containing VIC Variable Data Files (See section 2.21 of Part 2 of the RFSO). The VIC Variable Data provided to the Offeror must be printed onto the pre-printed VIC Ready Stock resulting in 200 unique VICs.

With respect to the paper specifications set-out in Section 5.02.01 of the SOW, the 200 sample VICs will be tested by Elections Canada on CPC machines to ensure that such specifications have been met.

The 200 VICs described above:

- (a) must be submitted with the Offeror's offer;
- (b) must be printed on paper that conforms with the specifications set-out in Section 5.02.01 of the SOW;
- (c) must be trimmed and scaled to conform with the specifications set-out in Sections 5.03.01 and 5.03.02 of the SOW; and
- (d) must not contain any data, watermarks, logos or other identifiable markings that are in addition to those provided in the VIC Color Data Files and VIC PDF Print Files described above.

### **Offeror to include the 200 VICs with its offer**

### **[M2] Print Production Capacity**

The Offeror must demonstrate their capability to complete the file reception and processing, scaling, printing, mail preparation and delivery of VICs to CPC within the required Production Timeframe and the Revision Production Timeframe.

The Offeror must demonstrate its capacity to produce VIC equivalent products within the Production Timeframe and the Revision Production Timeframe. The VIC equivalent products used by the Offeror to respond to M2 must be based on the same dimensions as the VIC and have printed words on both sides of the paper and contain a color element.

### **Capacity Details**

Using the estimated file transfer schedules below, the Offeror must describe in detail its current physical

assets for performing the Work during the Production Timeframe and the Revision Production Timeframe.

The Offeror must include in its offer the following:

- (a) corporate name and address for each facility the Offeror proposes to utilize;
- (b) printer model(s) to be used for the VIC production, with a description or with the manufacturer's product information, and an explanation for its/their suitability for printing VICs;
- (c) average hourly output of VIC equivalent from each printer identified in M2(b);
- (d) number of printers per printer model identified in M2(b);
- (e) daily output of a VIC equivalent per printer listed in M2(d); and
- (f) combined daily output of a VIC equivalent for all printers listed in M2(d).

#### **Estimated Transmission Schedule for Initial VICs during the Production Timeframe**

Day 31 (a Friday): 20% of total print files (+/- 5%)  
Day 30: 30% of Data Files (+/- 5%)  
Day 29: 20% of Data Files (+/- 5%)  
Day 28: 10% of Data Files (+/- 5%)  
Day 27: 10% of Data Files (+/- 5%)  
Day 26: 5% of Data Files (+/- 5%)  
Day 25: 5% of Data Files (+/- 5%)

#### **Estimated Transmission Schedule for Revised VICs during the Revision Production Timeframe**

Day 24 to Day 16: 50% of Data Files (+/- 25%)  
Day 15 to Day 10: 30% of Data Files (+/- 25%)  
Day 10 to Day 6: 20% of Data Files (+/- 25%)

#### **[M2] Offeror's Response for this Requirement:**

[Please enter response here]

#### **[M3] Work Management Plan**

The Offeror must provide with its offer the Work Management Plan which must be prepared in accordance with Section 3.01 of the SOW and using the template set out in the attached Appendix A-1 – Template Work Management Plan. The Offeror must complete each section of such template in sufficient detail to allow an understanding of the Offeror's approach. The Work Management Plan will be further assessed in Section B – Rated Evaluation Criteria – R1.

#### **[M3] Offeror to attach its Work Management Plan**

**SECTION B – RATED EVALUATION CRITERIA**

**[R1] Work Management Plan**

**Maximum Points: 140**

The Work Management Plan submitted will be rated as follows:

SOW Ref.	Elements/Sub-elements	Points per Sub-element
3.01.02(a)(ii)	<p><b>R1.1 – Work Administration Strategy</b></p> <p>The Offeror should describe how it will manage the availability of its resources (e.g. employees, management, subcontractors, etc.) in order to ensure that the Production Timeframe and the Revision Production Timeframe are adhered to.</p>	0; 4; 6; 8; 10
3.01.02(b)(i)	<p><b>R1.2 – Quality Assurance and Risk Management</b></p> <p>The Offeror should describe what methodologies and techniques it will implement and what tools it will use to minimize quality issues of the printing of the VICs.</p>	0; 4; 6; 8; 10
3.01.02(c)	<p><b>R1.3 – File Transfer Logistics</b></p> <p>a) The Offeror should describe what methodologies and techniques it will implement and what tools it will use to receive and verify the usability of the VIC PDF Print Files; and</p> <p>b) The Offeror should describe what methodologies and techniques it will implement and what tools it will use to process the VIC PDF Print Files for printing.</p>	0; 4; 6; 8; 10  0; 4; 6; 8; 10
3.01.02(d)	<p><b>R1.4 – VIC Production Logistics</b></p> <p>a) The Offeror should describe what methodologies and techniques it will implement and what tools it will use to plan the VIC Ready Stock print activities; and,</p> <p>b) The Offeror should describe what methodologies and techniques it will implement and what tools it will use to plan the VIC Variable Data print activities.</p>	0; 8; 18; 22; 30  0; 8; 18; 22; 30
3.01.02(e)	<p><b>R1.5 – Mail Preparation Logistics</b></p> <p>a) The Offeror should describe what steps it will take for the delivery and shipping of the VICs from the time they are on the wooden</p>	0; 4; 6; 8; 10

SOW Ref.	Elements/Sub-elements	Points per Sub-element
	pallets in its production facility to the CPC Destination Plant; and,  b) The Offeror must identify the CPC Destination Plant to which it proposes to ship the VICs and should specify the distance in kilometers between the CPC Destination Plant and its production facility.	0; 6; 8; 10
3.01.02(f)	<b>R1.6 – Business Continuity Plan</b>  The Offeror should describe its Business Continuity Plan for the File Transfer and Processing, the VIC Production Requirements, and the Mail Preparation. The plans should identify prevention and recovery processes to ensure continuous delivery of such activities.	0; 8; 12; 16; 20
	<b>Offeror's Total for R1:</b>	

Rating Guide
<b>R.1 Rating Guide (Except for R.1.5(b))</b>
<ol style="list-style-type: none"> <li>1. The Offeror's offer fully 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</li> <li>2. The Offeror's offer demonstrates a thorough 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. = second highest point value</li> <li>3. The Offeror's offer demonstrates a reasonable understanding of the requirement. The description addresses all aspects of the sub-element but has significant variation issues in regard to depth, feasibility, critical success factors, risks, constraints, and/or alignment with the SOW. = second lowest point value</li> <li>4. The Offeror's offer 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.</li> </ol>

<b>Rating Guide</b>
<p>= lowest point value</p> <p>5. The Offeror’s offer demonstrates an inadequate understanding of the requirement. The description fails to address one or more aspects of the sub-element, or has major variations in regard to depth, feasibility, critical success factors, risks, constraints, and/or alignment with the SOW.                      = zero points</p>
<p><b>R1.5(b) Rating Guide</b></p> <p><b>For proximity responses expressed in kilometers:</b></p> <ol style="list-style-type: none"> <li>The Offeror indicates a distance of 200 kilometers or less from its production facility to the CPC Destination Plant.                              = 10 points</li> <li>The Offeror indicates a distance of more than 200 kilometers but fewer than 700 kilometers from its production facility to the CPC Destination Plant.                              = 8 points</li> <li>The Offeror indicates a distance of more than 700 kilometers but fewer than 1000 kilometers from its production facility to the CPC Destination Plant.                              = 6 points</li> <li>The Offeror indicates a distance of more than 1000 kilometers from its production facility to the CPC Destination Plant.                              = zero points</li> </ol>

**[R2] Print Capacity**

**Maximum Points: 50**

<b>SOW Ref.</b>	<b>Elements/Sub-elements</b>	<b>Points per Sub-element</b>
	<p><b>R2 Print Capacity</b></p> <p>The Offeror’s production capacity will be calculated by the Capacity Formula described below. The Capacity Formula will provide an indication of the Offeror’s daily capacity to produce 5,000,000 VIC equivalents (the “R2 Current Capacity”).</p> <p style="text-align: center;">Capacity Formula: <math>A / B</math></p> <p style="text-align: center;">Where “A” is 1,500,000 Initial VICs (30% of 5,000,000 pieces)</p>	<p>0;20;30;40;50</p>

SOW Ref.	Elements/Sub-elements	Points per Sub-element
	<p>printed on the VIC Ready Stock within a 24-hour period, and</p> <p>Where “B” is the Offeror’s response to M2(f).</p> <p><b>Example:</b></p> <p>In M2(d), the Offeror has indicated 6 printers. In M2(f), the Offeror has indicated a combined average for daily output of these 6 printers of 8,100,000 VIC equivalents.</p> <p>The formula, therefore, is 1,500,000 divided by 8,100,000, which is 0.1851, or 18.51%. According to the rating guide for R2, the Offeror will be awarded the maximum points available (50 points) since their capacity of 18.51% is less than the 50% indicated in number 1 of such rating guide.</p>	
	<b>Offeror’s Total for R2:</b>	

**[R2] Offeror’s Response for this Requirement:**

[Please enter response here]

Rating Guide
<p><b>R.2</b></p> <ol style="list-style-type: none"> <li>1. The Offeror indicates a percentage capacity of 50% or less than total R2 Current Capacity. = 50 points</li> <li>2. The Offeror indicates a percentage capacity of 60% or less than total R2 Current Capacity. = 40 points</li> <li>3. The Offeror indicates a percentage capacity of 70% or less than total R2 Current Capacity. = 30 points</li> <li>4. The Offeror indicates a percentage capacity of 80% or less than total R2 Current Capacity. = 20 points</li> <li>5. The Offeror indicates a percentage capacity of 81% or more than total R2 Current Capacity. = zero points</li> </ol>

**SECTION C – OPTION 1 – ADDITIONAL CAPACITY RATED EVALUATION CRITERIA**

**[R3] Optional Print Capacity and Shipping Details for an Additional 1,250,000 VICs**

**Maximum Points: 13**

SOW Ref.	Elements/Sub-elements	Points per Sub-element
	<p><b>R3.1 Print Capacity for an Additional 1,250,000 VICs</b></p> <p>The Offeror’s production capacity will be calculated by the Capacity Formula described below. The Capacity Formula will provide an indication of the Offeror’s daily capacity to produce 6,250,000 VICs equivalent (the “R3.1 Current Capacity”).</p> <p style="text-align: center;">Capacity Formula: <math>A / B</math></p> <p>Where “A” is 1,875,000 Initial VICs (30% of 6,250,000 pieces), printed on VIC Ready Stock within a 24-hour period, and</p> <p>Where “B” is the Offeror’s response to M2(f).</p>	<p>0; 3; 5; 7; 9</p>
	<p><b>R3.2 Shipping Details for an Additional 1,250,000 VICs</b></p> <p>The Offeror should describe in detail how it will ensure availability of the physical space required to ship 6.25 million pieces during the Production Timeframe and Revision Production Timeframe. This should include the percentage of total shipping area that would be required.</p>	<p>0; 1; 2; 3; 4</p>
	<p><b>Offeror’s Total for R3:</b></p>	

**[R3] Offeror’s Response for this Requirement:**

[Please enter response here]

Rating Guide
<p><b>R3.1</b></p> <p>1. The Offeror indicates a percentage capacity of 50% or less than total R3.1 Current Capacity.</p>

### Rating Guide

= 9 points

2. The Offeror indicates a percentage capacity of 60% or less than total R3.1 Current Capacity.  
= 7 points
3. The Offeror indicates a percentage capacity of 70% or less than total R3.1 Current Capacity.  
= 5 points
4. The Offeror indicates a percentage capacity of 80% or less than total R3.1 Current Capacity.  
= 3 points
5. The Offeror indicates a percentage capacity of 81% or more than total R3.1 Current Capacity.  
= zero points

### R3.2

1. The Offeror's offer fully 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
2. The Offeror's offer demonstrates a thorough 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.  
= second highest point value
3. The Offeror's offer demonstrates a reasonable understanding of the requirement. The description addresses all aspects of the sub-element but has significant variation issues in regard to depth, feasibility, critical success factors, risks, constraints, and/or alignment with the SOW.  
= second lowest point value
4. The Offeror's offer 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.  
= lowest point value
5. The Offeror's offer demonstrates an inadequate understanding of the requirement. The description fails to address one or more aspects of the sub-element, or has major variations in regard to depth, feasibility, critical success factors, risks, constraints, and/or alignment with the SOW.  
= zero points

<b>Rating Guide</b>

**SECTION D – OPTION 2 – ADDITIONAL CAPACITY RATED EVALUATION CRITERIA**

**[R4] Optional Print Capacity and Shipping Details for an Additional 3,330,000 VICs**

**Maximum Points: 13**

SOW Ref.	Elements/Sub-elements	Points per Sub-element
	<p><b>R4.1 Print Capacity for an Additional 3,330,000 VICs</b></p> <p>The Offeror’s production capacity will be calculated by the Capacity Formula described below. The Capacity Formula will provide an indication of the Offeror’s daily capacity to produce 8,330,000 VICs equivalent (the “R4.1 Current Capacity”).</p> <p style="text-align: center;">Capacity Formula: <math>A / B</math></p> <p style="text-align: center;">Where “A” is 2,499,900 Initial VICs (30% of 8,330,000 pieces), printed within a 24-hour period, and</p> <p style="text-align: center;">Where “B” is the Offeror’s response to M2(f).</p>	<p>0; 3; 5; 7; 9</p>
	<p><b>R4.2 Shipping Details for an Additional 3,330,000 VICs</b></p> <p>The Offeror should describe in detail how it will ensure availability of the physical space required to ship 8.33 million pieces during the Production Timeframe and Revision Production Timeframe. This should include the percentage of total shipping area that would be required.</p>	<p>0; 1; 2; 3; 4</p>
	<b>Offeror’s Total for R4:</b>	

**[R4] Offeror Response for this Requirement:**

[Please enter response here]

### Rating Guide

#### R.4(a)

1. The Offeror indicates a percentage capacity of 50% or less than total R4.1 Current Capacity.  
= 9 points
2. The Offeror indicates a percentage capacity of 60% or less than total R4.1 Current Capacity.  
= 7 points
3. The Offeror indicates a percentage capacity of 70% or less than total R4.1 Current Capacity.  
= 5 points
4. The Offeror indicates a percentage capacity of 80% or less than total R4.1 Current Capacity.  
= 3 points
5. The Offeror indicates a percentage capacity of 81% or more than total R4.1 Current Capacity.  
= zero points

#### R.4(b)

1. The Offeror's offer fully 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
2. The Offeror's offer demonstrates a thorough 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.  
= second highest point value
3. The Offeror's offer demonstrates a reasonable understanding of the requirement. The description addresses all aspects of the sub-element but has significant variation issues in regard to depth, feasibility, critical success factors, risks, constraints, and/or alignment with the SOW.  
= second lowest point value
4. The Offeror's offer 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.  
= lowest point value
5. The Offeror's offer demonstrates an inadequate understanding of the requirement. The description fails to address one or more aspects of the sub-element, or has major variations

Rating Guide
<p>in regard to depth, feasibility, critical success factors, risks, constraints, and/or alignment with the SOW.                      = zero points</p>

**SECTION E – OPTION 3 – ADDITIONAL CAPACITY RATED EVALUATION CRITERIA**

**[R5] Optional Print Capacity and Shipping Details for an Additional 7,500,000 VICs**

**Maximum Points: 13**

SOW Ref.	Elements/Sub-elements	Points per Sub-element
	<p><b>R5.1 Print Capacity for an Additional 7,500,000 VICs</b></p> <p>The Offeror’s production capacity will be calculated by the Capacity Formula described below. The Capacity Formula will provide an indication of the Offeror’s daily capacity to produce 12,500,000 VICs equivalent (the “R5.1 Current Capacity”).</p> <p style="text-align: center;">Capacity Formula: <math>A / B</math></p> <p>Where “A” is 3,750,000 Initial VICs (30% of 12,500,000 pieces), printed within a 24-hour period, and</p> <p>Where “B” is the Offeror’s response to M2(f).</p>	<p>0; 3; 5; 7; 9</p>
	<p><b>R5.2 Shipping Details for an Additional 7,500,000 VICs</b></p> <p>The Offeror should describe in detail how it will ensure availability of the physical space required to ship 12.5 million pieces during the Production Timeframe and Revision Production Timeframe. This should include the percentage of total shipping area that would be required.</p>	<p>0; 1; 2; 3; 4</p>
	<b>Offeror’s Total for R5:</b>	

**[R5] Offeror Response for this Requirement:**

[Please enter response here]

Rating Guide
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### Rating Guide

#### R5.1

1. The Offeror indicates a percentage capacity of 50% or less than total R5.1 Current Capacity.  
= 9 points
2. The Offeror indicates a percentage capacity of 60% or less than total R5.1 Current Capacity.  
= 7 points
3. The Offeror indicates a percentage capacity of 70% or less than total R5.1 Current Capacity.  
= 5 points
4. The Offeror indicates a percentage capacity of 80% or less than total R5.1 Current Capacity.  
= 3 points
5. The Offeror indicates a percentage capacity of 81% or more than total R5.1 Current Capacity.  
= zero points

#### R5.2

1. The Offeror's offer fully 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
2. The Offeror's offer demonstrates a thorough 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.  
= second highest point value
3. The Offeror's offer demonstrates a reasonable understanding of the requirement. The description addresses all aspects of the sub-element but has significant variation issues in regard to depth, feasibility, critical success factors, risks, constraints, and/or alignment with the SOW.  
= second lowest point value
4. The Offeror's offer 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.  
= lowest point value
5. The Offeror's offer demonstrates an inadequate understanding of the requirement. The description fails to address one or more aspects of the sub-element, or has major variations

Rating Guide
in regard to depth, feasibility, critical success factors, risks, constraints, and/or alignment with the SOW. = zero points

## Appendix A-1 – Template Work Management Plan

1. A work administration strategy, identifying:

1.1. The communication and reporting strategy for information exchange between the Contractor and EC during a Call-up; and

[Please enter response here]

1.2. the deliverables and timelines to successfully perform the Work, without limiting the generality of the foregoing, how the Contractor will manage the availability of its resources (e.g. employees, management, subcontractors, etc.).

[Please enter response here]

2. A quality assurance and risk management strategy, identifying:

2.1 the quality assurance and risk management methodologies related to the delivery of the Work, without limiting the generality of the foregoing, including the methodologies, techniques and tools to minimize quality issues; and

[Please enter response here]

2.2 the complete municipal address(es) of each of the Contractor's production facilities that will be used to complete any part of the Work and a Business Continuity Plan for such production facilities.

[Please enter response here]

3. The logistics for performance of File Transfer, such as the methodology, techniques and tools used to receive, verify the usability of, and process the VIC PDF Print Files, including how the Manual Error Detection Test will be conducted.

[Please enter response here]

4. The logistics, such as the methodology, techniques and tools to be used, for performance of the VIC Production Requirements.

[Please enter response here]

5. The logistics for performance of Mail Preparation such as the steps that will be taken and process that will be implemented to ensure the delivery and shipping of the VIC to the CPC Destination Plant in accordance with the timeframe set-out in Section 7.04.

[Please enter response here]

6. The Business Continuity Plans developed for the File Transfer and Processing, the VIC Production Requirements, and the Mail Preparation, which must identify prevention and recovery processes to ensure continuous delivery of the services as described in Part II of the SOW.

[Please enter response here]

## **Part 8 – Financial Evaluation Criteria**

### **1. General Instructions with respect to the Pricing Tables**

1.1 All Offerors must submit prices by completing Tables A, B and C in Annex A to Part 8 (“Pricing Tables”):

- (a) Table A – Production, Mail Preparation and Storage of VICs for a General Election or Referendum – 5,200,000 VICs;
- (b) Table B – Production and Mail preparation of VICs for a By-election; and
- (c) Table C – Production and Mail Preparation of VICs for Additional Printing during a General Election or Referendum

1.2 Offerors may also submit pricing for additional printing services by completing one or more of Tables D, E and F in Annex A to Part 8 (“Optional Pricing Tables”).

- (a) Table D – Option 1 – Production, Mail Preparation and Storage of an Additional 1,300,000 VICs for a General Election or Referendum;
- (b) Table E – Option 2 – Production, Mail Preparation and Storage of an Additional 3,463,000 VICs for a General Election or Referendum; and
- (c) Table F – Option 3 – Production, Mail Preparation and Storage of an Additional 7,800,000 VICs for a General Election or Referendum.

1.3 Prices in the Pricing Tables must include all direct and indirect costs to provide the Work described in the SOW, including without limitation, all necessary material, supplies, equipment, labour, wages, salaries, management fees and taxes, Canadian custom duties and excise taxes, where applicable (collectively the “Costs”). 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 the applicable sales tax.

1.4 Prices in the Pricing Tables should not include the cost of mailing the VICs; such costs will be invoiced by CPC and billed directly to EC.

1.5 The numbers inserted in column E of Tables A to E 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.

### **2. Pricing Tables**

2.1 Table A – Production, Mail Preparation and Storage for a General Election or Referendum – 5,200,000 VICs

2.1.1 Offerors must provide firm prices for the production and mail preparation of 5,000,000 VICs, 200,000 Revised VICs and the cost for using two templates (template 1 - French first and template 2 - English first) by completing and submitting items 1, 2 and 4 of Table A. The “Firm Price” shall include all Costs to perform all of the Work relating to the SOW reference(s) in column C of Table.

2.1.2 Offerors must provide a firm monthly price for the storage of the VIC Ready Stock by completing item 3 of Table A.

2.2 Table B – Production and Mail preparation of VICs for a By-election

Offerors must provide firm prices for the production and mail preparation of VICs for by-elections by completing and submitting Table B, Items 1 through 8. The “Firm Price” shall include all Costs to perform all of the Work relating to the SOW reference in column C of Table B.

2.3 Table C – Production and Mail Preparation of VICs for Additional Printing during a General Elections or Referendum

Offerors must provide firm prices for the production and mail preparation of an additional 50,000 VICs for a general election of referendum by completing and submitting Table C. The “Firm Price” shall include all Costs to perform all of the Work relating to the SOW reference in column C of Table C.

2.4 Table D – Option 1 – Production, Mail Preparation and Storage of an Additional 1,300,000 VICs for a General Election or Referendum

2.4.1 Offerors may provide firm prices for the production and mail preparation of an additional 1,300,000 VICs by completing and submitting items 1 and 2 of Table D. The “Firm Price” shall include all Costs to perform all of the Work relating to the SOW reference in column C of Table D.

2.4.2 Offerors must provide a firm monthly price for the storage of 1,300,000 VIC Ready Stock by completing item 3 of Table D.

2.5 Table E – Option 2 – Production, Mail Preparation and Storage of an Additional 3,463,000 VICs for a General Election or Referendum

2.5.1 Offerors may provide firm prices for the production and mail preparation of an additional 3,463,000 VICs by completing and submitting items 1 and 2 of Table E. The “Firm Price” shall include all Costs to perform all of the Work relating to the SOW

reference in column C of Table E.

2.5.2 Offerors must provide a firm monthly price for the storage of 3,463,000 VIC Ready Stock by completing item 3 of Table E.

2.6 Table F – Option 3 – Production, Mail Preparation and Storage of an Additional 7,800,000 VICs for a General Election or Referendum

2.6.1 Offerors may provide firm prices for the production, mail preparation and storage of an additional 7,800,000 VICs by completing and submitting items 1 and 2 of Table F. The “Firm Price” shall include all Costs to perform all of the Work relating to the SOW reference in column C of Table F.

2.6.2 Offerors must provide a firm monthly price for the storage of 7,800,000 VIC Ready Stock of by completing item 3 of Table F.

2.7 Tables G to J – Determination of the Proposal Price for Evaluation Purposes

2.7.1 Table G must be completed based on the “Extended Price” inserted in each of Tables A to C. The cumulative sum of Tables A to C will be the “Total Offer Price for Initial Ranking” and used for evaluation purposes in accordance with Part 4 of the RFSO.

2.7.2 Tables H to J must be completed based on the “Extended Price” inserted in each of Tables D to F. The sum of each table will be used for evaluation purposes in accordance with Part 4 of the RFSO.

### Annex A to Part 8 – Financial Offer Table Template

**Table A – Production, Mail Preparation and Storage of VICs for a General Election or Referendum – 5,200,000 VICs**

A	B	C	D	E	F
Item	Description	SOW reference(s)	Firm Price	Quantity	Extended Price
1	Production of 5,000,000 VICs (VIC Ready Stock and the Initial VICs)	7.02, 7.04, and 7.05	\$ _____ per general election or referendum	2	\$ _____ = sum(D X E)
2	Production of 200,000 Revised VICs (VIC Ready Stock and the Initial VICs)	7.02 and 7.06	\$ _____ per general election or referendum	2	\$ _____ = sum(D X E)
3	Monthly Storage Costs of VIC Ready Stock	7.03	\$ _____ per month	12/months	\$ _____ = sum(D X E)
4	Cost for using two templates (French first and English first)	5.01.05	\$ _____ lump sum	2	\$ _____ = sum(D X E)
<b>Total Price Table A:</b>					\$ _____

**Table B – Production and Mail Preparation of VICs for a By-election**

A Item	B Description	C SOW reference(s)	D Firm Price	E Quantity	F Extended Price
1.	Production of 25,000 VICs (VIC Ready Stock and Initial VICs)	8.01	\$ _____ per by-election	1	\$ _____ = sum(D X E) X 8
2.	Production of 50,000 VICs (VIC Ready Stock and Initial VICs)	8.01	\$ _____ per by-election	1	\$ _____ = sum(D X E) X 8
3.	Production of 75,000 VICs (VIC Ready Stock and Initial VICs)	8.01	\$ _____ per by-election	1	\$ _____ = sum(D X E) X 8
4.	Production of 5,000 VICs (VIC Ready Stock and Initial VICs)	8.01	\$ _____ per by-election	1	\$ _____ = sum(D X E) X 8
5.	Production of 10,000 VICs (VIC Ready Stock and Initial VICs)	8.01	\$ _____ per by-election	1	\$ _____ = sum(D X E) X 8
6.	Production of 20,000 VICs (VIC Ready Stock and Initial VICs)	8.01	\$ _____ per by-election	1	\$ _____ = sum(D X E) X 8
7.	Production of 100 VICs (VIC Ready Stock and Revised VICs)	8.01	\$ _____ per by-election	1	\$ _____ = sum(D X E) X 8
8.	Production of 1,000 VICs (VIC Ready Stock and Revised VICs)	8.01	\$ _____ per by-election	1	\$ _____ = sum(D X E) X 8
<b>Total Price Table B:</b>					\$ _____

**Table C – Production and Mail Preparation of VICs for Additional Printing during a General Election or Referendum**

A	B	C	D	E	F
Item	Description	SOW reference(s)	Firm Price	Quantity	Extended Price
1.	Production of additional 50,000 VICs (VIC Ready Stock and Initial VICs)	9.01	\$ _____ per general election or referendum	1	\$ _____ =sum(D X E)

**Table D – Option 1 - Production, Mail Preparation and Storage of an Additional 1,300,000 VICs for a General Election or Referendum**

A	B	C	D	E	F
Item	Description	SOW reference(s)	Firm Price	Quantity	Extended Price
1.	Production of 1,250,000 VICs (VIC Ready Stock and Initial VICs) in addition to and at the same as the 5,000,000 in Item 1 of Table A.	7.02, 7.04 and 7.05	\$ _____ per general election or referendum	2	\$ _____ = sum(D X E)
2.	Production of 50,000 VICs (VIC Ready Stock and Revised VICs) in addition to and at the same as the 200,000 Revised VICs in Item 2 of Table A.	7.02 and 7.06	\$ _____ per general election or referendum	2	\$ _____ = sum(D X E)
3.	Monthly Storage Costs of VIC Ready Stock	7.03	\$ _____ per month	12/months	\$ _____ = sum(D X E)
<b>Total Price Table C:</b>					\$ _____

**Table E – Option 2 - Production, Mail Preparation and Storage of an Additional 3,463,000 VICs for a General Election or Referendum**

A Item	B Description	C SOW reference(s)	D Firm Price	E Quantity	F Extended Price
1.	Production of 3,330,000 VICs (VIC Ready Stock and Initial VICs) in addition to and at the same as the 5,000,000 in Item 1 of Table A	7.02, 7.04 and 7.05	\$ _____ per general election or referendum	2	\$ _____ = sum(D X E)
2.	Production of 133,000 Revised VICs (VIC Ready Stock and Initial VICs) in addition to and at the same as the 200,000 Revised VICs in Item 2 of Table A	7.02 and 7.06	\$ _____ per general election or referendum	2	\$ _____ = sum(D X E)
3.	Monthly Storage Costs of VIC Ready Stock	7.03	\$ _____ per month	12/months	\$ _____ = sum(D X E)
<b>Total Price Table D:</b>					\$ _____

**Table F – Option 3 – Production, Mail Preparation and Storage of an Additional 7,800,000 VICs for a General Election or Referendum**

A	B	C	D	E	F
Item	Description	SOW reference(s)	Firm Price	Quantity	Extended Price
1.	Production of 7,500,000 VICs (VIC Ready Stock and Initial VICs) in addition to and at the same as the 5,000,000 in Item 1 of Table A	7.02, 7.04 and 7.05	\$ _____ per general election or referendum	2	\$ _____ sum(D X E)
2.	Production of 300,000 Revised VICs (VIC Ready Stock and Initial VICs ) in addition to and at the same as the 200,000 Revised VICs in Item 2 of Table A	7.02 and 7.06	\$ _____ per general election or referendum	2	\$ _____ = sum(D X E)
3.	Monthly Storage Costs of VIC Ready Stock	7.03	\$ _____ per month	12/months	\$ _____ = sum(D X E)
<b>Total Price Table E:</b>					\$ _____

**Table G –Determination of the Proposal Price for Evaluation Purposes – Initial Ranking**

Table	Offer Price
Table A – Production of 5,200,000 VICs	\$ _____ Total Price Table A
Table B – Production of VICs for By-election	\$ _____ Total Price Table B
Table C – Production of VICs for Additional Printing	\$ _____ Total Price Table C
<b>TOTAL OFFER PRICE FOR INITIAL RANKING</b>	\$ _____ =cumulative sum (of Tables A, B & C)

**Table H - Determination of the Proposal Price for Evaluation Purposes – Option 1 – Additional 1,300,000 VICs**

Table	Offer Price
Table D – Production of an additional 1,300,000 VICs	\$ _____ Total Price Table D
<b>TOTAL OFFER PRICE FOR OPTION 1</b>	\$ _____ =cumulative sum (of Tables A, B, C & D)

**Table I - Determination of the Proposal Price for Evaluation Purposes – Option 2 – Additional 3,463,000 VICs**

Table	Offer Price
Table E – Production of an additional 3,463,000 VICs	\$ _____ Total Price Table E
<b>TOTAL OFFER PRICE FOR OPTION 2</b>	\$ _____ =cumulative sum (of Tables A, B, C

	& E)
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**Table J - Determination of the Proposal Price for Evaluation Purposes – Option 3 – Additional 7,800,000 VICs**

Table	Offer Price
Table F – Production of an additional 7,800,000 VICs	\$_____ Total Price Table F
<b>TOTAL OFFER PRICE FOR OPTION 3</b>	\$_____ =cumulative sum (of Tables A, B, C & F)

## **Voter Information Card (VIC) Printing Services**

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### **PART 9**

### **Certificates**

## Certificates

### 1. Certificate of Independent Offer

1.1. I, the undersigned, on behalf of [insert name of Offeror] (the "Offeror") in submitting the accompanying offer (the "Offer") to Elections Canada for the [Insert name of requirement] hereby make the following statements, which I certify to be true and complete in every respect:

- (a) I have read and I understand the content of this Certificate;
- (b) I understand that the Offer will be disqualified if this Certificate is found to not be true and complete in every respect;
- (c) I am authorized by the Offeror to sign this Certificate and to submit the Offer on behalf of the Offeror;
- (d) each person whose signature appears in the Offer has been authorized by the Offeror to determine the terms of, and to sign, the Offer on behalf of the Offeror;
- (e) for the purpose of this Certificate and the Offer, I understand that the word "competitor" shall include any individual or organization, other than the Offeror, whether or not an Affiliate of the Offeror, who:
  - i. has been requested to submit an offer in response to the request for standing offer; or
  - ii. could potentially submit an offer in response to the request for standing offer based on their qualification, abilities or experience;
- (f) the Offeror disclosed that (check one of the following, as applicable):
  - i.  the Offeror has arrived at the Offer independently from, and without consultation, communication, agreement or arrangement with, any competitor;

**OR**

- ii.  the Offeror has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this call for offers, and the Offeror disclosed, in the attached

document(s) complete details thereof, including the name(s) of the competitor(s) and the nature of, and reasons for, such consultation, communications, agreements or arrangements.

(g) in particular, without limiting the generality of Subparagraphs (f)i. and (f)ii., 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 decision to submit or not to submit an offer; or
- iv. the submission of an offer that does not meet the specifications of the call for offers;

except as specifically disclosed pursuant to subparagraph (f)ii.;

(h) 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 offers relates, except as specially authorized by the Standing Offer Authority or as specifically disclosed pursuant to subparagraph (f)ii.;

(i) the terms of the Offer have not been, and will not be, knowingly disclosed by the Offeror, directly or indirectly, to any competitor, prior to the date and time of the official offer opening, or of the issuance of the Standing Offer, whichever comes first, unless otherwise required by law or as specially disclosed pursuant to subparagraph (f)ii.

## **2. Standing Offer – Printing Capacity of VICs**

- 2.1. The Offeror certifies that it has the printing capacity and can produce the 5,200,000 VICs.
- 2.2. If the Offeror submits an offer for Option 1 – Additional Printing of 1,300,000, it certifies that it has the printing capacity and can produce the 6,500,000 VICs.
- 2.3. If the Offeror submits an offer for Option 2 – Additional Printing of 3,463,000, it certifies that it has the printing capacity and can produce the 8,663,000 VICs.
- 2.4. If the Offeror submits an offer for Option 3 – Additional Printing of 7,800,000, it certifies that it has the printing capacity and can produce the 13,000,000 VICs.

### 3. Federal Contractors Program Certificate

3.1. 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.

3.2. The Offeror 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.

3.3. The Offeror 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 Offeror is a joint venture, each member of the joint venture must provide the Standing Offer Authority with a certificate containing the certification set-out in Section 3.2 of this Certificate.

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

- 4.1. The Offeror hereby certifies that it has reviewed the requirements of this RFSO, the Standing Offer and, in particular, the requirements concerning the protection of personal information found therein. The Offeror also certifies that, upon the issuance of a Call-up, it will comply with those terms and ensure that personal information that is managed, accessed, collected, used, disclosed, retained, received, created or disposed of in order to fulfil the requirements of the Contract shall be treated in accordance with the *Privacy Act* R.S. 1985, c. P-21, the *Personal Information Protection and Electronic Documents Act*, 2000, c. 5, and Treasury Board privacy policies.

**5. General**

- 5.1. These certifications shall be true and correct throughout the term of the Standing Offer and any resulting contract with the same force and effect as if continuously made throughout the term of such Standing Offer and resulting contract.
- 5.2. Furthermore, the Offeror acknowledges that Elections Canada shall rely on these certifications for the issuance of the Standing Offer. Should the Offeror fail to comply with the certifications or in the event that verification or inspection by the Elections Canada discloses a misrepresentation on the part of the Offeror, Elections Canada shall have the right to set aside the Standing Offer and to treat any resulting contract as being in default and to terminate them in accordance with their default provisions.

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

\_\_\_\_\_  
Date

Print Name of Authorized Representative of Offeror:

Print Title of Authorized Representative of Offeror:

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