



Procurement and Contracting Services

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

REQUEST FOR PROPOSAL

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

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

<i>signature of authorized signatory</i>

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

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

Office of the Chief Electoral Officer File No.
ECPB-RFP-14-0599

Title:	Date:
Electors' Reminder Brochures and Caution Instruction Sheets	December 10, 2014
Request for Proposal Closing Date:	
January 2, 2015 at 2:00PM (Gatineau time)	

INQUIRIES – address inquiries to:	
Office of the Chief Electoral Officer of Canada Procurement and Contracting Services 30 Victoria Street Gatineau QC K1A 0M6 proposition-proposal@elections.ca	
Attention:	Tel No.
Pascal Bouchard-Phillips Senior Advisor, Procurement and Contracting Services	819-939-1488

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

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

Part 1 – General Information

Part 2 – Bidder Instructions

Part 3 – Proposal Preparation Instructions

Part 4 – Evaluation Procedures and Basis of Selection

Part 5 – Financial and Other Requirements

Part 6 – Resulting Contract

Annex A – Statement of Work

Appendix 1 – Mandatory Production Schedule

Appendix 2 – Canada Post Requirements

Appendix 3 – Skid Specifications/Sample

Annex B – Pricing Table

Annex C – General Conditions – Mixed Goods and Services

Part 7 – Technical Evaluation Criteria

Part 8 – Financial Evaluation Criteria

Annex A – Proposal Pricing Table Template

Part 9 – Certificates

Request for Proposal

ECPB-RFP-14-0599

Part 1. General Information

1.1 Code of Conduct for Procurement

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

(a) Criminal Code of Canada, R.S.C. 1985, c. C-46:

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

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

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

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

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

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

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

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

1.2 Definitions

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

1.3 Summary

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

(a) Background

The Electoral Reminder Program is the voter information campaign conducted by Elections Canada to promote and raise awareness with electors of an Electoral Event. It provides Canadians with information about the basics – when, where and ways to register and vote in the Electoral Event.

To this end, approximately 14,600,000 Elector Reminder Brochures are to be printed and mailed across Canada within extremely critical mandatory deadlines. In addition, 15,000 Elector Reminder Brochures are to be shipped to Nunavut via priority courier. The Contractor is also required to have a contingency of up to 400,000 units in case of emergency requirements.

(b) Brief Description

Elections Canada requires printing and mail induction preparation services from an FSC-certified Contractor to produce, assemble, package and ship two different Electors' Reminder Brochures (one for Nunavut and one for the rest of Canada) and three Caution Instruction Sheets for up to two Electoral Events. The Contractor will be responsible for the coordination and execution of the entire project, with the collaboration of Elections Canada and Canada Post.

1.3.2 Period of the Contract

The Contract period will be from the Effective Date of the Contract to March 31, 2016.

The bidder grants to Elections Canada the irrevocable option to extend the Term of the Contract by up to five years or until the polling day of the 43rd Electoral Event (whichever occurs first) under the same terms and conditions.

1.3.3 Security Requirement

There is no security requirement associated with this solicitation.

1.3.4 Trade Agreements

The requirement is subject to the provisions of the 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 procurement. Please see Part 6 - Resulting Contract Clauses and Part 9 – Certificates.

1.4 Communications Notification

As a courtesy, Elections Canada requests that the successful bidder notify the Contracting Authority in advance of its intention to make public announcements related to the award of a contract.

1.5 Debriefings

Once the successful bidder has been announced, bidders may request a debriefing on the results of the RFP process. Bidders should make the request to the Contracting Authority within 20 calendar days of receipt of the results of the RFP process. The debriefing may be in writing, by telephone or in person.

Part 2. Bidders Instructions

2.1 Instructions and Conditions

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

2.2 Procurement Business Number

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

2.3 Definition of Bidder

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

2.4 Submission of Proposals

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

2.4.2 It is the bidder's responsibility to:

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

2.4.3 If Elections Canada has provided bidders with multiple formats of a document that forms part of the RFP (for example, a document may be downloaded through the Government Electronic Tendering Service (GETS) but may also be made available on CD-ROM through GETS), the format downloaded through GETS will take precedence. If Elections Canada posts an amendment to the RFP revising any documents provided to bidders in multiple formats, Elections Canada will not necessarily update all formats to reflect these revisions. It is the bidder's responsibility to ensure that revisions made through any RFP amendment issued through GETS are taken into account in those alternate formats that were not revised as a result of an amendment.

2.4.4 Proposal will remain open for acceptance for a period of not less than 60 calendar days from the RFP closing date. Elections Canada reserves the right to seek an extension of the proposal validity period from all responsive bidders in writing, within a minimum of three (3) calendar days before the end of the proposal validity period. If the extension is accepted by all responsive bidders, Elections Canada will continue with the evaluation of the proposals. If the extension is not accepted by all responsive bidders, Elections Canada will, at its sole discretion, either continue with the evaluation of the proposals of those who have accepted the extension or cancel the RFP.

2.4.5 Proposal documents and supporting information may be submitted in either English or French.

2.4.6 Proposals received on or before the stipulated RFP closing date and time will become the

property of Elections Canada and will not be returned. All proposals will be treated as confidential, subject to the provisions of the *Access to Information Act*, R.S. 1985, c. A-1 and the *Privacy Act*, R.S. 1985, c. P-21.

2.4.7 Unless specified otherwise in the RFP, Elections Canada will evaluate only the documentation provided with a bidder's proposal. Elections Canada will not evaluate information such as references to Web site addresses where additional information can be found, or technical manuals or brochures not submitted with the proposal.

2.4.8 A proposal cannot be assigned or transferred in whole or in part.

2.5 Transmission by Facsimile and Email

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

2.6 Late Proposals

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

2.7 Delayed Proposals

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

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

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

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

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

2.8 Customs Clearance

It is the responsibility of the bidder to allow sufficient time to obtain customs clearance, where required, before the RFP closing date and time. Delays related to the obtaining of customs clearance cannot be construed as “undue delay in the mail” and will not be accepted as a delayed proposal under Section 2.7.

2.9 Legal Capacity

The bidder must have the legal capacity to contract. If the bidder is a sole proprietorship, a partnership or a corporate body, the bidder must provide, if requested by the Contracting Authority, a statement and any requested supporting documentation indicating the laws under which it is registered or incorporated together with the registered or corporate name and place of business. This also applies to bidders submitting a proposal as a joint venture.

2.10 Rights of Elections Canada

Elections Canada reserves the right to:

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

2.11 Rejection of Proposal

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

- (a) the bidder is bankrupt or where, for whatever reason, its activities are rendered inoperable for an extended period;
- (b) evidence, satisfactory to Elections Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against

any manner of discrimination, has been received with respect to the bidder, any of its employees or any subcontractor included as part of the proposal;

- (c) evidence, satisfactory to Elections Canada, that based on past conduct or behavior, the bidder, a subcontractor or a person who is to perform the Work is unsuitable or has conducted himself/herself improperly;
- (d) Elections Canada has exercised its contractual remedies of suspension or termination for default with respect to a contract with the bidder, any of its employees or any subcontractor included as part of the proposal; and
- (e) Elections Canada determines that the bidder's performance on other contracts, including the efficiency and workmanship as well as the extent to which the bidder performed the Work in accordance with those contracts, is sufficiently poor to jeopardize the successful completion of the requirement of this RFP.

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

2.11.3 Elections Canada reserves the right to apply additional scrutiny, in particular, when multiple proposals are received in response to a solicitation from a single bidder or a joint venture. Elections Canada reserves the right to:

- (a) reject any or all of the proposals submitted by a single bidder or joint venture if their inclusion in the evaluation has the effect of prejudicing the integrity and fairness of the process; or
- (b) reject any or all of the proposals submitted by a single bidder or joint venture if their inclusion in the procurement process would distort the solicitation evaluation, and would cause a result that would not reasonably have been expected under prevailing market conditions and/or would not provide good value to Elections Canada.

2.12 Communication – Solicitation Period

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

2.12.2 To ensure consistency and quality of information provided to bidders, and subject to Section 2.19, enquiries received and the replies to such enquiries that result in clarifications or modifications to the requirement or that provide additional information related to the

requirement will be provided simultaneously to bidders to which the RFP has been sent, without revealing the sources of the enquiries.

2.13 Price Justification

2.13.1 In the event that the bidder's proposal is the sole responsive proposal received, the bidder must provide, on Elections Canada's request, a fair price certification, in the form prescribed by Elections Canada, whereby the bidder certifies that the price offered to Elections Canada for the goods or services:

- (a) is not in excess of the lowest price charged to anyone else, including the bidder's most favoured customer, for the like quality and quantity of the goods, services or both;
- (b) does not include an element of profit on the sale in excess of that normally obtained by the bidder on the sale of goods, services or both of like quality and quantity; and
- (c) does not include any provision for discounts to selling agents.

2.13.2 Bidders must submit the fair price certification as well as any documentation supporting the fair price certification within the delay prescribed in the request issued pursuant to Subsection 2.13.1. Failure to comply with the request within such delay may result in the proposal being declared non-responsive.

2.14 Proposal Costs

No payment will be made for costs incurred in the preparation and submission of a proposal in response to the RFP. Costs associated with preparing and submitting a proposal, as well as any costs incurred by the bidder associated with the evaluation of the proposal, are the sole responsibility of the bidder.

2.15 Conduct of Evaluation

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

- (a) seek clarification or verification from bidders regarding any or all information provided by them with respect to the RFP;
- (b) contact any or all references supplied by bidders to verify and validate any information submitted by them;
- (c) request, before the award of any contract, specific information with respect to bidders' legal status;

- (d) conduct a survey of bidders' facilities and/or examine their technical, managerial, and financial capabilities to determine if they are adequate to meet the requirements of the RFP;
- (e) correct any error in the extended pricing of proposals by using unit pricing and any error in quantities in proposals to reflect the quantities stated in the RFP; in the case of error in the extension of prices, the unit price will govern;
- (f) verify any information provided by bidders through independent research, use of any government resources or by contacting third parties; and
- (g) interview, at the sole costs of bidders, any bidder and/or any or all of the resources proposed by bidders to fulfill the requirement of the RFP.

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

2.16 Joint Venture

2.16.1 A joint venture is an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred as a consortium, to submit together a proposal on a requirement. Bidders who submit a proposal as a joint venture must indicate clearly that it is a joint venture and provide the following information:

- (a) the name of each member of the joint venture;
- (b) the PBN of each member of the joint venture;
- (c) the name of the representative of the joint venture, i.e. the member chosen by the other members to act on their behalf, if applicable; and
- (d) the name of the joint venture, if applicable.

2.16.2 If the information is not clearly provided in the proposal, the bidder must provide the information on request from the Contracting Authority within the delay prescribed in such request.

2.16.3 The first page of the RFP and the Contract must be signed by all the members of the joint venture unless one member has been appointed to act on behalf of all members of the joint venture. The Contracting Authority may, at any time, require each member of the joint venture to confirm that the representative has been appointed with full authority to act as its

representative for the purposes of the RFP and the Contract. If a contract is awarded to a joint venture, all members of the joint venture will be jointly and severally liable for the performance of the Contract.

2.17 Conflict of Interest – Unfair Advantage

2.17.1 In order to protect the integrity of the procurement process, bidders are advised that Elections Canada may reject a proposal in the following circumstances:

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

2.17.2 The experience acquired by a bidder who is providing or has provided the goods and services described in the RFP (or similar goods or services) will not, in itself, be considered by Elections Canada as conferring an unfair advantage or creating a conflict of interest, subject however, if such bidders trigger any of the circumstances identified in Paragraphs 2.17.1(a) and (b).

2.17.3 Where Elections Canada intends to reject a proposal under this Section, the Contracting Authority will inform the bidder and provide the bidder an opportunity to make representations before making a final decision. Bidders who are in doubt about a particular situation should contact the Contracting Authority before the RFP closing date. By submitting a proposal, the bidder represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The bidder acknowledges that it is within Elections Canada's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

2.18 Entire Requirement

The RFP contains all the relevant information relating to the requirement. Any other information or documentation provided to or obtained by a bidder from any source are not relevant to this RFP. Bidders should not assume that practices used under previous contracts will continue, unless they are described in the RFP. Bidders should also not assume that their existing capabilities meet the requirements of the RFP simply because they have met previous requirements.

2.19 Enquiries

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

answered.

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

2.20 Applicable Laws

2.20.1 The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario, subject always to any paramount or applicable federal laws.

2.20.2 Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their proposal, by indicating in their proposal the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the laws of Ontario are acceptable to the bidder.

2.21 Improvement of Requirement During Solicitation Period

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

2.22 Escalation for Paper

2.22.1 The resulting contract will contain a provision for price adjustment (increase or decrease) of the portion of the price directly related to the base transaction cost of paper. Price adjustment will apply only to increase or decrease of the base transaction cost of paper that may occur at any time during the resulting contract period but not before thirty (30) days after contract award.

2.22.2 Bidders must provide their base transaction cost(s) and the quantity of the paper on which the base transaction cost is established in accordance with Part 8 – Financial Evaluation

Criteria.

- 2.22.3 Upon request from the Contracting Authority, bidders must provide supporting documentation to confirm the base transaction cost. Such documentation may consist of a copy of the quotation from the paper supplier(s).

Part 3. Proposal Preparation Instructions

3.1. Proposal Preparation Instructions

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

Section I: Technical Proposal (four hard copies and one soft copy on a USB storage device)

Section II: Financial Proposal (one hard copy and one soft copy on a USB storage device)

Section III: Certifications (one hard copy)

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

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

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

(a) use 8.5 x 11 inch (216 mm x 279 mm) paper; and

(b) use a numbering system that corresponds to the RFP.

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

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

(a) use paper containing fibre certified as originating from a sustainably managed forest and/or containing a minimum 30% recycled content; and

- (b) use an environmentally preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

3.2. Section I – Technical Proposal

- 3.2.1 In their technical proposal, bidders should demonstrate their understanding of the requirements contained in the RFP and explain how they will meet the requirements of the SOW and carry out the Work in a thorough, concise and clear manner.
- 3.2.2 The technical proposal should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the proposal will be evaluated which are set out in Part 7 – Technical Evaluation Criteria. Simply repeating the statement contained in the RFP is not sufficient. In order to facilitate the evaluation of the proposal, Elections Canada requests that the bidder address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their proposal by identifying the specific paragraph and page number where the subject topic has already been addressed.
- 3.2.3 If the Bidder wishes to submit a proposal based on stock which differs from that which is identified in the SOW, pre-approval from the Elections Canada Contracting Authority is required. Bidders must supply sample of alternate stock prior to bid closing for pre-approval. This pre-approval will be communicated to all bidders. Failure to receive pre-approval of stock prior to bid closing may result in bid being rejected. Bidders must specify if the stock has been pre-approved in their bid proposal.

3.3. Section II – Financial Proposal

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

3.4. Section III – Certificates

- 3.4.1. The certificates under Part 9 must be completed by the bidder in accordance with this Section 3.4. Bidders must provide the required certifications to be awarded a contract. Elections Canada will declare a proposal non-responsive if the required certifications are not completed and submitted as requested.
- 3.4.2. Bidders' compliance with the certifications provided to Elections Canada is subject to verification by Elections Canada during the proposal evaluation period and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The proposal will be declared non-responsive if any certification made by the bidder is untrue, whether made

knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the proposal non-responsive.

- 3.4.3. The certificates under Part 9 should be completed and submitted with the proposal but may be submitted afterwards. If any of these required certificates is not completed and submitted as requested, the Contracting Authority will so inform the bidder and provide the bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the proposal non-responsive.

Part 4. Evaluation Procedures and Basis of Selection

4.1. General Evaluation Procedures

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

4.2. Technical Evaluation

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

4.3. Financial Evaluation

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

4.4. Basis of Selection

- 4.4.1 A proposal must comply with all the requirements of the RFP. If it is determined that a proposal does not comply with any of the requirements of the RFP, such proposal will be deemed non-responsive and will not be given further consideration.
- 4.4.2 The evaluation and selection process will be conducted in the following phases:

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

In the event evaluators are made aware of information in one Phase that contradicts information contained in a previous Phase, evaluators reserve the right to re-evaluate that

portion of the previous Phase and adjust the previously adjudicated score accordingly. If such re-evaluation results in the bidder's proposal being non-responsive for the re-evaluated Phase, the proposal will be assessed as non-responsive and given no further consideration.

4.4.3 Phase 1 – Mandatory Technical Evaluation

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

4.4.4 Phase 2 – Rated Technical Evaluation

In Phase 2, the proposals that are deemed responsive in Phase 1 will be evaluated against the rated technical evaluation criteria set out in Section B of Part 7 – Technical Evaluation Criteria (the "Phase 2 Proposal").

If any Phase 2 Proposal does not obtain the required minimum of 60% percent overall of the points for the technical evaluation criteria which are subject to point rating, such proposal will be deemed non-responsive and will not be given further consideration. The rating is performed on a scale of 75 points.

4.4.5 Phase 3 – Financial Evaluation

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

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

4.4.8 Phase 4 – Determination of Highest Ranked Bidder

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

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

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

4.4.9 If more than one bidder is ranked first because of identical scores, then the bidder offering the best paper stock delivery date will become the highest ranked bidder and will be considered for the award of a contract.

- 4.4.10 In the event that no compliant bidder is able to meet the March 1, 2015 deadline specified in Part 7 – Technical Evaluation Criteria, Criterion M2, the compliant bidder with the best alternate stock delivery date would be considered for contract award, provided that their combined evaluation score is within 10 points of the compliant proposal with the highest evaluated combined score. If only one proposal is received, it would be considered for contract award.
- 4.4.11 Prior to contract award and with 5 Business Days written notification from the Contracting Authority, Elections Canada may request that the highest-ranked bidder provide a facility demonstration of the bidder's premises to ensure the bidder's capability to perform the work. It will be the bidder's responsibility to ensure a successful facility demonstration. Elections Canada reserves the right to reject the proposal should the facility demonstration prove contrary to the information provided in the proposal. It is requested that the Elections Canada officials be provided a complete site tour of the facility. It is expected that two to three representatives from Elections Canada may participate in this facility demonstration. A failure to provide a successful walkthrough and verification may result in disqualification.

Part 5. Financial and Other Requirements

5.1 Financial Capability

- 5.1.1 The bidder must have the financial capability to fulfill this requirement. To determine the bidder's financial capability, the Contracting Authority may, by written notice to the bidder, require the submission of some or all of the financial information detailed below during the evaluation of proposals. The bidder must provide the following information to the Contracting Authority within 15 calendar days of the request or as specified by the Contracting Authority in the notice:
- (a) Audited financial statements, if available, or the unaudited financial statements (prepared by the bidder's outside accounting firm, if available, or prepared in-house if no external statements have been prepared) for the bidder's last three fiscal years, or for the years that the bidder has been in business if this is less than three years (including, as a minimum, the Balance Sheet, the Statement of Retained Earnings, the Income Statement and any notes to the statements).
 - (b) If the date of the financial statements in 5.2.1 (a) above is more than five months before the date of the request for information by the Contracting Authority, the bidder must also provide, unless this is prohibited by legislation for public companies, the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement), as of two months before the date on which the Contracting Authority requests this information.
 - (c) If the bidder has not been in business for at least one full fiscal year, the following must be provided:

- i. the opening Balance Sheet on commencement of business (in the case of a corporation, the date of incorporation); and
 - ii. the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement) as of two months before the date on which the Contracting Authority requests this information.
- (d) A certification from the Chief Financial Officer or an authorized signing officer of the bidder that the financial information provided is complete and accurate.
- (e) A confirmation letter from all of the financial institution(s) that have provided short-term financing to the bidder outlining the total of lines of credit granted to the bidder and the amount of credit that remains available and not drawn upon as of one month prior to the date on which the Contracting Authority requests this information.
- (f) A detailed monthly Cash Flow Statement covering all the bidder's activities (including the requirement) for the first two years of the requirement that is the subject of the RFP, unless this is prohibited by legislation. This statement must detail the bidder's major sources and amounts of cash and the major items of cash expenditures on a monthly basis, for all the bidder's activities. All assumptions made should be explained as well as details of how cash shortfalls will be financed.
- (g) A detailed monthly Project Cash Flow Statement covering the first two years of the requirement that is the subject of the RFP, unless this is prohibited by legislation. This statement must detail the bidder's major sources and amounts of cash and the major items of cash expenditures, for the requirement, on a monthly basis. All assumptions made should be explained as well as details of how cash shortfalls will be financed.
- 5.1.2 If the bidder is a joint venture, the financial information required by the Contracting Authority must be provided by each member of the joint venture.
- 5.1.3 If the bidder is a subsidiary of another company, then any financial information in 5.2.1 (a) to (f) above required by the Contracting Authority must be provided by the ultimate parent company. Provision of parent company financial information does not satisfy the requirement for the provision of the financial information of the bidder, and the financial capability of a parent cannot be substituted for the financial capability of the bidder itself unless an agreement by the parent company to sign a "Parental Guarantee", as drawn up by Elections Canada, is provided with the required information.
- 5.1.4 Elections Canada reserves the right to request from the bidder any other information that Elections Canada requires to conduct a complete financial capability assessment of the bidder.

- 5.1.5 If the bidder provides the information required above to Elections Canada in confidence while indicating that the disclosed information is confidential, then Elections Canada will treat the information in a confidential manner as permitted by Paragraphs 20(1) (b) and (c) of the Access to Information Act, R.S., 1985, c. A-1.

5.2 Insurance Requirements

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



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

CONTRACT

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

Return one signed copy of the Contract forthwith.

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

<p>Contract No.:</p> <p>05005-14-0599</p>
--

<p>Title: Electors' Reminder Brochures and Caution Instruction Sheets</p>	<p>Date of Contract: [insert at contract award]</p>
<p>Term of Contract: Effective Date to March 31, 2016</p>	<p>Financial Code: [insert at contract award]</p>
<p>Total Estimated Cost (incl. applicable sales tax): [insert at contract award]</p>	<p>Applicable sales tax: [insert at contract award]</p>

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

<p>IN WITNESS WHEREOF, this Contract has been duly executed by the Chief Electoral Officer of Canada by his duly authorized representative and by the Contractor by the hands of its officer duly authorized in that behalf.</p>	
<p>[Insert contractor's LEGAL NAME]</p> <p>_____</p> <p>(signature of authorized representative)</p> <p>_____</p> <p>(print name of authorized representative)</p> <p>_____</p> <p>(print title of authorized representative)</p> <p>Date: _____</p>	<p>Chief Electoral Officer</p> <p>_____</p> <p>(signature of authorized representative)</p> <p>[Insert name of authorized representative]</p> <p>[Insert title of authorized representative]</p> <p>Procurement and Contracting Services</p> <p>Date: _____</p>

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Article 1 Interpretation

Section 1.01 Definitions

1.01.01 In the Contract, unless the context otherwise requires:

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

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

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

1.01.04 In the Contract, words importing the singular number include the plural and vice versa,

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

Section 1.02 Priority of Documents

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

1. these Articles of Agreement;
2. Annex A – Statement of Work;
Appendix 1 – Mandatory Production Schedule
Appendix 2 – Canada Post Requirements
Appendix 3 – Skid Specifications/Sample
3. Annex B – Pricing Table;
4. Annex C – General Conditions – Mixed Goods and Services;
5. the Contractor’s proposal, dated [insert date of proposal at contract award].

Article 2 Statement of Work

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

Article 3 Period of Contract

Section 3.01 Term

3.01.01 The Contract period will be from the Effective Date of the Contract to March 31, 2016 (the “Initial Term”).

Section 3.02 Option to Extend

3.02.01 The Contractor will grant to Elections Canada irrevocable options to extend the period of the Contract by an additional period of up to five years or until the polling day of the 43rd Electoral Event (whichever occurs first), under the same terms and conditions.

3.02.02 Elections Canada may exercise these options at any time by sending a written notice

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to the Contractor at least 15 calendar days before to the Contract expiry date or any extension thereof.

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

3.02.04 Upon exercising each option, the amount stated as the “total estimated cost (incl. applicable sales tax)” on the first page of the Contract shall be deemed to be increased to include the amount set out in Subsection 6.02.02.

Section 3.03 Option to Purchase and Store Additional Stock

3.03.01 The Contractor will grant to Elections Canada an irrevocable option to purchase and store Additional Stock.

3.03.02 Elections Canada may exercise this option at any time by sending a written notice to the Contractor, in accordance with SOW Section 5.2.

Section 3.04 Option to Add, Remove or Modify Products

3.04.01 Where the need may arise due to a change in product requirements related to the Electors’ Reminder Brochures and Caution Instruction Sheets, Elections Canada reserves the right to add or remove products and or services from the Contract as well as modify the items.

3.04.02 Elections Canada may exercise this option at any time by sending a written notice to the Contractor requesting that they provide a price for the additional or modified products or service.

3.04.03 The option to add, remove or modify products or services may only be exercised by the Contracting Authority and will be evidenced through a contract amendment.

Article 4 Authorities

Section 4.01 Contracting Authority

4.01.01 The Contracting Authority for the Contract is:

[insert at contract award]

Procurement and Contracting Services
Elections Canada

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30 Victoria Street
Gatineau QC K1A 0M6
Tel: 819-
E-mail:

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

Section 4.02 Technical Authority

- 4.02.01 The Technical Authority for the Contract is:

[insert at contract award]

Elections Canada
Tel: 819-
E-mail:

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

Article 5 Contractor's Representative

Section 5.01 Single Point of Contact

- 5.01.01 SPOC between the Contractor and Elections Canada is:

[Note to Bidders]

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

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

Article 6 Basis of Payment

Section 6.01 Item C1 – Production

- 6.01.01 Elections Canada will pay the Contractor the “Firm Price” identified in column C of the Pricing Tables for all of the Work performed by the Contractor related to the production of the Reminder Brochures and Caution Instruction Sheets.
- 6.01.02 Elections Canada will pay the Contractor the “Firm Price” identified in column C of the Pricing Tables for all of the Work performed by the Contractor related to the production of additional Reminder Brochures and Caution Instruction Sheets.

Section 6.02 Item C2 – Stock Acquisition

- 6.02.01 Elections Canada will pay the Contractor the “Firm Price” identified in column C of the Pricing Tables for all of the Work performed by the Contractor related to the acquisition of all necessary stock for the production of the Reminder Brochures and Caution Instruction Sheets in accordance with Section 6.01.01
- 6.02.02 Elections Canada will pay the Contractor the “Firm Price” identified in column C of the Pricing Tables for all of the Work performed by the Contractor related to the acquisition of all necessary stock for the production of additional Reminder Brochures and Caution Instruction Sheets in accordance with Section 6.01.02.

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6.02.03 If an option to extend the contract is exercised in accordance with Section 3.02 , Elections Canada will pay the Contractor the “Firm Price” identified in column C of the Pricing Tables for all of the Work performed by the Contractor related to the acquisition of stock, unless the price is adjusted in accordance with the escalation of paper terms outlined in Section 6.07

Section 6.03 Item C3 – Support Materials Acquisition

6.03.01 Elections Canada will pay the Contractor the “Firm Price” identified for item C2 in column C of the Pricing Tables for all of the Work performed by the Contractor related to the acquisition of all necessary support materials for the packaging of the Reminder Brochures and Caution Instruction Sheets.

Section 6.04 Item C4 – Storage of All Stock

6.04.01 Elections Canada will pay the Contractor the “Firm Price” identified in column C of the Pricing Tables for all of the Work performed by the Contractor related to the storage of all necessary stock for the production of the Reminder Brochures and Caution Instruction Sheets in accordance with Sections 6.01.01 and 6.02.02.

Section 6.05 Item C5 – Mail Preparation

6.05.01 Elections Canada will pay the Contractor the “Firm Price” identified in column C of the Pricing Tables for all of the Work performed by the Contractor related to the mail preparation of all Reminder Brochures and Caution Instruction Sheets in accordance with Sections 6.01.01 and 6.02.02.

Section 6.06 Consumer Price Index

6.06.01 If any option to extend the Term of the Contract is exercised by Elections Canada, the “Firm Price” identified in column C of the Pricing Tables, excluding item C2, will be adjusted for the year(s) in which the Work is 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:

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- A** = Average of the monthly CPI for Canada, for the 12 months ending on December 31st of the calendar year immediately preceding the adjustment year
- B** = Average of the monthly CPI for Canada for the 12 months ending on December 31st of two calendar years preceding the adjustment year.

Example: If Work described in items C1, C3, C4 and C5 of the Pricing Tables is delivered 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 6.07 Escalation of Paper

6.07.01 The portion of the price directly related to the base transaction cost of paper is subject to price adjustment (increase or decrease) at any time during the contract period but not before March 31, 2016. The price indicated in column C of the Pricing Tables for item C2 will be adjusted using the percentage of the announced increase or decrease that came into effect by applying it to the applicable base transaction cost.

6.07.02 To request a price adjustment, the Contractor must provide the Contracting Authority with a notice indicating the increase or decrease in the base transaction cost of the paper necessary to complete the requirement of the Contract, if applicable. Such notice must contain the price as publicly announced by at least three (3) paper suppliers who supply the grade specified in the Contract and the date

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the price came into effect.

- 6.07.03 The base transaction cost of paper subject to price adjustment is as follows:
- (a) Text stock: **[insert at contract award]** lbs. at a base transaction cost per Cwt. of **[\$insert at contract award]**, and which represent **[insert at contract award]** percent of the unit price(s).
Brand name and paper supplier: **[insert at contract award]**.
 - (b) Text stock: **[insert at contract award]** lbs. at a base transaction cost per Cwt. of **[\$insert at contract award]**, and which represent **[insert at contract award]** percent of the unit price(s).
Brand name and paper supplier: **[insert at contract award]**.
- 6.07.04 The Contractor must provide a copy of the quotation from the paper supplier(s) to support the above base transaction cost and a copy of the invoice(s) from the paper supplier(s) to support the adjusted base transaction cost.
- 6.07.05 Any price adjustment must be approved by the Contracting Authority and will be evidenced through a contract amendment.

Section 6.08 Applicable Sales Tax

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

Article 7 Information Reporting

Section 7.01 Form T1204

- 7.01.01 Pursuant to paragraph 221(1)(d) of the *Income Tax Act*, R.S. 1985, c. 1 (5th Supp.), payments made by departments and agencies, which includes Elections Canada, to contractors under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T1204 Government Service Contract Payments slip.
- 7.01.02 To enable Elections Canada to comply with this requirement, the Contractor must provide the following information within 15 calendar days following the award of the Contract:

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- (a) the legal name of the Contractor, i.e. the legal name associated with its business number or Social Insurance Number (SIN), as well as its address and postal code;
- (b) the status of the Contractor, i.e. an individual, a sole proprietorship, a corporation, or a partnership;
- (c) the business number of the Contractor if the Contractor is a corporation or a partnership and the SIN if the Contractor is an individual or a sole proprietorship. In the case of a partnership, if the partnership does not have a business number, the partner who has signed the Contract must provide its SIN; and
- (d) in the case of a joint venture, the business number of all parties to the joint venture who have a business number or their SIN if they do not have a business number.

7.01.03 The information must be sent to the Contracting Authority. If the information includes a SIN, the information should be provided in an envelope marked "PROTECTED".

Article 8 Payment and Invoices

Section 8.01 Payment

- 8.01.01 Elections Canada will pay the Contractor on a monthly basis for that part of the Work performed during the month covered by the invoice in accordance with the Contract if:
- (a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
 - (b) all such documents have been verified by Elections Canada; and
 - (c) the Work performed has been accepted by Elections Canada.

Section 8.02 Invoices

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

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- 8.02.02 Each invoice must be supported by:
- (a) a copy of time sheets to support the time claimed if the basis of payment set out in Article 6 is based on hourly rates;
 - (b) any other documents or progress reports as specified in the Contract to substantiate the Work performed; and
 - (c) a copy of the invoices, receipts and vouchers for all authorized travel and living expenses and other direct expenses.
- 8.02.03 The original and one copy of each invoice along with one copy of the supporting documentation identified in Subsection 8.02.02 must be forwarded to the address shown on page 1 of the Contract for certification and payment.

Article 9 Elections Canada Facilities and Personnel

Section 9.01 Access to the Location of the Work

- 9.01.01 Elections Canada's facilities, equipment, documentation and personnel are not automatically at the disposal of the Contractor. If access to government premises, computer systems (micro computer network), working space, telephones, terminals or documentation is required by the Contractor to perform the Work, the Contractor must advise the Contracting Authority of the need for such access in a timely fashion. If the Contractor's request for access is approved by Elections Canada and arrangements are made to provide access to the Contractor, the Contractor, its subcontractors, agents and employees must comply with all the conditions applicable at the Work site. The Contractor must further ensure that the facilities and equipment are used solely for the performance of the Contract.

Section 9.02 Access to Personnel

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

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Article 10 Security Requirement

10.01.01 There is no security requirement applicable to this Contract.

Article 11 Insurance

Section 11.01 Insurance

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

Article 12 Applicable Laws

Section 12.01 Applicable Laws

[Note to Bidders and Contracting Authority]

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

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

Article 13 Certificates

Section 13.01 Certificates

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

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Section 13.02 Federal Contractors Program

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

[Note to Bidders]

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

Section 13.03 Proactive Disclosure of Contracts with Former Public Servants

13.03.01 By providing information on its status in the Certificates, with respect to being a former public servant in receipt of a *Public Service Superannuation Act* pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with *Contracting Policy Notice: 2012-2* of the Treasury Board Secretariat of Canada.

[Note to Bidders]

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

Section 13.04 Fair Price Certification

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

Article 14 Foreign Nationals

The Contractor must comply with Canadian immigration requirements applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should

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immediately contact the nearest Service Canada regional office to enquire about Citizenship and Immigration Canada's requirements to issue a temporary work permit to a foreign national. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

Article 15 Access to Information

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

[Note to Bidders]

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

Article 16 Joint Venture

Section 16.01 Joint Venture Contractor

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

[Insert at contract award]

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

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

- 16.01.02 All the members agree that Elections Canada may terminate the Contract at its discretion if there is a dispute among the members that, in Elections Canada's opinion, affects the performance of the Work in any way.

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

- 16.01.04 The Contractor acknowledges that any change in the membership of the joint venture (i.e., a change in the number of members or the substitution of another legal entity for an existing member) constitutes an assignment and is subject to the assignment provisions of the General Conditions.

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



Printing of Electors' Reminder Brochures and Caution Instruction Sheets

ANNEX A

**Statement of Work
(SOW)**



Annex A – Statement of Work

1. DEFINITION

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 SOW. 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 Stock	has the meaning ascribed to it in Section 5.2;
Canada Post	means Canada Post Corporation;
CEA	means the <i>Canada Elections Act</i> , S.C. 2000, c. 9, as amended from time to time;
CEOC	means the Chief Electoral Officer of Canada;
Day	means one calendar day of the electoral calendar;
EC	means the Office of the CEOC, commonly known as Elections Canada;
ECHQ	means EC's offices located at 30 Victoria Street, Gatineau, QC;
Electoral Event	means a general election or federally organized referendum. The CEA states that an Electoral Event must be a minimum of 36 Days. For the purpose of this SOW an Electoral Event commences when the writ is dropped and concludes on election day;
FSC	Forest Stewardship Council;
Mandatory Production Schedule	has the meaning ascribed to it in Appendix 1; and
Support Material	has the meaning ascribed to it in Section 3.8.1.

2. BACKGROUND AND OBJECTIVES

2.1. EC MANDATE

2.1.1. The 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.

2.2. PROJECT BACKGROUND

2.2.1. The Electoral Reminder Program is the voter information campaign conducted by EC to promote and raise awareness with electors of an Electoral Event. It provides Canadians with information about the basics – when, where and ways to register and vote in the Electoral Event.

2.2.2. To this end, approximately 14,600,000 Elector Reminder Brochures are to be printed and mailed across Canada within extremely critical mandatory deadlines. In addition, 15,000 Elector Reminder Brochures are to be shipped to Nunavut via priority courier. The Contractor is also required to have a contingency of up to 400,000 units in case of emergency requirements.

2.3. OBJECTIVE

2.3.1. EC requires printing and mail induction preparation services from an FSC-certified Contractor to produce, assemble, package and ship two different Electors' Reminder Brochures (one for Nunavut and one for the rest of Canada) and three Caution Instruction Sheets for up to two Electoral Events. The Contractor will be responsible for the coordination and execution of the entire project, with the collaboration of EC and Canada Post.

3. SCOPE OF WORK

3.1. MEETINGS

3.1.1. Within five Business Days of the Effective Date of the contract, the Contractor shall attend a kick-off meeting with the Technical Authority at ECHQ or via teleconference or Skype to discuss the immediate requirements.

3.1.2. If deemed necessary and requested by the Technical Authority, the Contractor shall meet with EC on a weekly basis prior to the start of Electoral Event and on a daily basis from Day 36 until Day 23, until final EC approval of the requested deliverables, either via teleconference, Skype or in person, determined at the Contractor's option, for purposes of updating EC on the status of the activities set out in the SOW.

3.2. PRINTING SERVICES

3.2.1. The Contractor shall provide offset or digital printing services for the following products:

- a) Bilingual (English and French) tumble turn brochure for all of Canada except Nunavut;
- b) Trilingual (English, French and Inuktitut) brochure for Nunavut; and
- c) Caution Instruction Sheets (three versions).

3.2.2. Upon contract award, EC shall inform the Contractor as to whether Option 1 or Option 2 (below) is to be printed:

a) **Reminder Brochures – Option 1**

EC 90334 - Bilingual brochure, 4-panel folder

Stock: Rolland Enviro 100 Print, Text 140M and/or Technical Authority approved equivalent subject to Section 3.5

Ink: PMS 209 (burgundy) and black on both sides, no bleed

8 pages (4 pages in English and 4 pages in French)

Cut and trimmed to size

Flat size: 8.0625" W x 11.0" H

Folded in half to 8.0625" W x 5.5" H

Printing English on one side, French on the other side bilingual tumble turn

Saddle stitched or saddle glued "booklet" (stitch/glue on the 8.0625" edge)

Quantity: 15,000,000 copies

No over-run and no under-run

EC 90334-I - Trilingual brochure, 6-panel folder

Stock: Rolland Enviro 100 Print, Text 140M and/or Technical Authority approved equivalent subject to Section 3.5

Ink: PMS 209 (burgundy) and black on both sides, no bleed

12 pages (4 pages in Inuktitut, 4 pages in English and 4 pages in French)

Cut and trimmed to size

Flat size: 8.0625" W x 11.0" H

Folded in half to 8.0625" W x 5.5" H

Printing Inuktitut first, followed by English and then French, no tumble turn

Saddle stitched or saddle glued "booklet" (stitch/glue on the 8.0625" edge)

Quantity: 15,000 copies

No over-run and no under-run

Additional quantities may be requested by the Technical Authority.

b) **Reminder Brochures – Option 2**

EC 90334 - Bilingual English and French, 6-panel folder

Stock: Rolland Enviro 100 Print, Text 140M and/or Technical Authority approved equivalent subject to Section 3.5

Ink: PMS 209 (burgundy) and black on both sides, no bleed

12 pages (6 pages in English and 6 pages in French)

Cut and trimmed to size

Flat size: 8.0625" W x 11.0" H

Folded in half to 8.0625" W x 5.5" H

Printing English on one side, French on the other side bilingual tumble turn

Saddle stitched or saddle glued "booklet" (stitch/glue on the 8.0625" edge)

Quantity: 15,000,000 copies

No over-run and no under-run

EC 90334-I - Trilingual Brochure, 10-panel folder

Stock: Rolland Enviro 100 Print, Text 140M and/or Technical Authority approved equivalent subject to Section 3.5

Ink: PMS 209 (burgundy) and black on both sides, no bleed

18 pages plus 2 blank (6 pages in Inuktitut, 6 pages in English and 6 pages in French and 2 blank pages at the back)

Cut and trimmed to size

Flat size: 8.0625" W x 11.0" H

Folded in half to 8.0625" W x 5.5" H

Printing Inuktitut first, followed by English and then French, no tumble turn

Saddle stitched or saddle glued "booklet" (stitch/glue on the 8.0625" edge)

Quantity: 15,000 copies

No over-run and no under-run

Additional quantities may be requested by the Technical Authority.

3.2.3. **Caution Instruction Sheets – for both Option 1 and Option 2**

Three different Caution Instruction Sheets are required. Depending on where the Reminder Brochures are destined, the Contractor shall insert one of the three Caution Instruction Sheets in each individual package, envelope or box before being shipped to Canada Post depots. If ordered quantities are insufficient to meet packaging requirements detailed in Appendix 2, the Contractor shall produce additional units to meet packaging requirements.

a) **Bilingual Sheet (for all of Canada except for Nunavut and Quebec)**

Stock: Rolland Rockland Canary Bond 40M, Text, 60 lbs. or an equivalent yellow coloured stock, Text, 60lbs.

Ink: Black, no bleed

One page

Size: 8.5" W x 11.0" H
Printing one-sided, English and French – English first
Quantity: 20,000

b) Bilingual Sheet (for the province of Quebec only)

Stock: Rolland Rockland Canary Bond 40M, Text, 60 lbs. or an equivalent yellow coloured stock, Text, 60lbs.
Ink: Black, no bleed
One page
Size: 8.5" W x 11.0" H
Printing one-sided, French and English – French first
Quantity: 5,000

c) Bilingual Sheet (for Nunavut only)

Stock: Rolland Rockland Canary Bond 40M, Text, 60 lbs. or an equivalent yellow coloured stock, Text, 60lbs.
Ink: Black, no bleed
One page
Size: 8.5" W x 11.0" H
Printing one-sided, Inuktitut and English – Inuktitut first
Quantity: 500

If ordered quantities are insufficient to meet packaging requirements, the Contractor shall produce additional units to meet the requirements.

The Contractor shall produce and deliver finished printed products as per the Mandatory Production Schedule approved by the Technical Authority.

3.3. EC REFERENCE NUMBERS

3.3.1 Reminder Brochures (Option 1 or Option 2)

The EC reference numbers referenced in Section 3.2 and provided below are subject to change.

EC 90334 (03/2015) Bilingual (English and French) – For all of Canada except for Nunavut
EC 90334-I (03/2015) Trilingual (Inuktitut, English and French) – For Nunavut only

Final revision dates are to be provided by the Technical Authority when an Electoral Event is called.

3.3.2 Caution Instruction Sheets

Caution Instruction Sheets do not currently have EC reference numbers nor revision dates.

3.4. COMPONENTS

3.4.1. In the period leading up to an Electoral Event, EC shall provide the Contractor with advance electronic files for the Reminder Brochures and Caution Instruction Sheets on a weekly basis. These files are to be prepped and ready to output in preparation for the official go-ahead of production from the Technical Authority.

3.4.2. The Technical Authority shall provide the following to the Contractor on Day 36 of the electoral calendar:

- a) Final electronic file in Camera-Ready PDF format
- b) Colour proof

3.5. STOCK

The Contractor shall use the following stock:

3.5.1 Reminder Brochures (Option 1 or Option 2)

Rolland Enviro 100 Print, Text 140M, FSC-certified, 100% post-consumer waste and ECO logo approved, 92 brightness.

AND/OR

A Technical Authority approved equivalent.

3.5.2 Caution Instruction Sheets

Rolland Rockland Canary Bond 40M, Text, 60 lbs.

AND/OR

A manufactured yellow coloured stock, 60 lbs.

3.6. PROOFS

3.6.1 Reminder Brochures (Option 1 or Option 2)

The Contractor shall send high resolution colour hard-copy proofs to the Technical Authority.

3.6.2 Caution Instruction Sheets

The Contractor shall send high resolution colour proofs to the Technical Authority. Digital proofs are acceptable.

3.7. WRAPPING

3.7.1. The Contractor shall provide all necessary wrapping materials and all necessary wrapping services. Wrapping specifications are subject to change at the Technical Authority's discretion.

3.7.2. Prior to an Electoral Event, the Contractor shall consult Canada Post to confirm wrapping specifications and obtain Technical Authority approval before performing the Work. Specifications are attached as Appendix 2 and summarized below.

3.7.1 Reminder Brochures (Option 1)

Bundles are to be plastic-strapped both horizontally and vertically in packages of 100 and mail-prepared for regular delivery in accordance with Canada Post standards and requirements. **Unless specified otherwise by the Technical Authority, only Nunavut will be shipped by priority courier.**

3.7.2 Reminder Brochures (Option 2)

Bundles are to be plastic-strapped both horizontally and vertically in packages of 50 and mail-prepared for regular delivery in accordance with Canada Post standards and requirements. **Unless specified otherwise by the Technical Authority, only Nunavut will be shipped by priority courier.**

Quantities over the 100 unit bundle count shall be rounded up to count sizes of 50.

3.8. PACKAGING AND ASSEMBLY

3.8.1. The Contractor shall provide all necessary packaging materials (the "Support Materials"), such as boxes and envelopes, as well as all necessary assembly and packaging services.

3.8.2. Prior to an Electoral Event, the Contractor shall consult Canada Post to confirm packaging specifications and obtain Technical Authority approval performing the Work. Specifications are attached as Appendix 2 and summarized below.

3.8.3. Special box sizes may be required to accommodate 3,200, 1,600 and/or 800 units of Reminder Brochures. The Contractor shall not use filler packing.

3.8.4. Boxes shall not weigh more than 35 lbs.

3.8.5. The Contractor shall:

- a) Pack 4-panel Reminder Brochures in boxes containing 3,200 units and half-size boxes containing 1,600 units.
- b) Pack 6-panel Reminder Brochures in boxes containing 1,600 units and half-size boxes containing 800 units.
- c) Pack 10-panel Reminder Brochures in boxes containing 800 units and half-size boxes containing 400 units.
- d) Pack shipments too small to fit in boxes in envelopes.

3.8.6. The Contractor shall:

- a) Label each box destined anywhere except Nunavut with the Unaddressed Admail Adhesive Label.
- b) Label each box destined for Nunavut with the priority courier bar code label.
- c) Number boxes consecutively if destined for the same delivery office (1 of x, 2 of x, etc.).
- d) Identify each shipment by specific milestone as per the approved Mandatory Production Schedule, either on the tag or in a visible location.

3.9. MAIL PREPARATION AND SHIPPING

3.9.1. EC will be responsible for the shipping account and associated expenses utilized for all unaddressed admail and priority courier shipments via Canada post.

3.9.2. In advance of an Electoral Event, the Contractor shall contact Canada Post to understand the scope of mail preparation involved and confirm requirements. Appendix 2 provides Canada Post specifications.

3.9.3. In advance of an Electoral Event, the Contractor, EC and Canada Post will develop and sign an interface agreement defining the roles, responsibilities and associated timelines for the project.

3.9.4. The Contractor shall conduct the mail preparation steps outlined in section 3.9 to ensure that delivery, by Canada Post, of all brochures to all households is completed

on time on election calendar Days 19, 18 and 17, in accordance with the approved Mandatory Production Schedule.

- 3.9.5. The Contractor shall task several individuals with performing regular quality and accuracy checks in order to ensure accuracy and prevent any possible delays.
- 3.9.6. The Contractor shall dispatch all shipments in accordance with the approved Mandatory Production Schedule, subject to section 3.2.
- 3.9.7. All shipments destined for houses, apartments and farms shall be dispatched via regular mail service (unaddressed admail, type: brochure) in collaboration with Canada Post, **except shipments destined to Nunavut**. No shipments shall be sent to businesses.
- 3.9.8. The Contractor shall specify the shipment date when submitting information to Canada Post as shipment preparation is date-specific.
- 3.9.9. All shipments destined for Nunavut shall be dispatched via priority courier.
- 3.9.10. The Contractor shall track shortages and overages to ensure all residential points of call are covered within the delivery requirements.
- 3.9.11. The Contractor shall track the number of skids used for each destination and provide this data to the Technical Authority within five Business Days of the shipment date.

3.10. SHIPMENTS TO THE EC TECHNICAL AUTHORITY AND EC DISTRIBUTION CENTRE

- 3.10.1. 500 units of each Reminder Brochure shall be shipped to the Technical Authority at the following address:

EC, Integrated Services, Policy and Public Affairs
30 Victoria St
Gatineau, Quebec K1A 0M6
Attention: Technical Authority

- 3.10.2. Upon request from the Technical Authority, the Contractor shall ship the balance of the production to:

EC, Distribution Centre
100-440 Coventry Rd
Ottawa, Ontario K1K 2Y5

- 3.10.3. The Contractor shall confirm the address of the EC Distribution Centre with the Technical Authority prior to shipping.

- 3.10.4. The Contractor shall label each box in 24 point character type with the title, EC reference numbers, including revision dates and quantities.
- 3.10.5. As detailed at Appendix 3, shipments to the EC Distribution Centre shall be sent on non-returnable shipping skids 48" wide x 42" deep and not to exceed 54" high (stacking height, brewery type, four-way entry). The material must be accessible by hand-held hydraulic pallet movers. **Material shipped to the EC Distribution Centre which is not on specified shipping skids will not be accepted upon delivery.**

3.11. STORAGE

- 3.11.1. The Contractor shall store all paper stock required to produce the products identified herein for the 42nd Electoral Event from March 1, 2015 until production is completed.
- 3.11.2. The Contractor shall store a reserve of up to 400,000 Reminder Brochures in a strategic location until the Technical Authority approves their delivery or destruction. The Technical Authority shall inform the Contractor of the number of Reminder Brochures to be stored and the chosen storage location(s) within ten Business Days of the Effective Date of the contract.

3.12. BUSINESS CONTINUITY PLAN

- 3.12.1. Within five Business Days of the Effective Date of the contract, the Technical Authority shall provide the Contractor with comments on the Business Continuity Plan submitted as part of their proposal, if any.
- 3.12.2. The Contractor shall have five Business Days to implement all changes to the Business Continuity Plan and submit it to the Technical Authority for approval.
- 3.12.3. The Contractor shall implement the approved Business Continuity Plan, prior to an Electoral Event, in order to ensure delivery deadlines are met in the event of equipment failure or resource shortage.

4. CONSTRAINTS

4.1. EC HOURS OF OPERATION

4.1.1. EC Business Centre

Address:
EC Business Centre
30 Victoria Street, Gatineau, Quebec
K1A 0M6

Delivery Hours:
Hours of Operation and Delivery
8:00 a.m. to 12:00 p.m.
12:30 p.m. to 4:00 p.m.

NOTE:

The Business Centre is closed between 12:00 p.m. and 12:30 p.m. and closed on all statutory holidays and will not accept shipments during that time.

4.1.2. EC Distribution Centre

Address:
EC Distribution Centre
100-440 Coventry Road, Ottawa, Ontario
K1K 2Y5

Delivery Hours:
8:00 a.m. to 12:00 p.m.
1:00 p.m. to 4:00 p.m.

NOTE:

The Distribution Centre is closed between 12:00 p.m. and 1:00 p.m. and closed on all statutory holidays and will not accept shipments during that time.

4.2. FSC CERTIFICATION

4.2.1. The Contractor shall hold an active and valid FSC certification at all times during the contract period.

4.3. ON-SITE ACCESS – EC REPRESENTATIVES

4.3.1. Upon request by the Technical Authority, EC representatives shall be granted access to the Contractor's production, assembly, packaging, storage and/or staging facilities.

4.3.2. EC representatives shall perform one or more press checks at the Contractor's facility.

4.4. ON-SITE ACCESS – CANADA POST REPRESENTATIVES

4.4.1. Canada Post will send representatives from their Transportation Network and Revenue Verification Unit on the first day of mail preparation to the Contractor's location for verification of paperwork and skid preparation.

4.5. OTHER

- 4.5.1. The Contractor will be required to produce National Presort Schematics report of boxes and bubble packs for Canada Post. This report is a breakdown to ascertain how many skids and trucks will comprise the mailing.
- 4.5.2. The data printed on the priority courier address labels must be kept as current as the unaddressed admail delivery slips and shipping barcode labels and must match in amount of labels used.
- 4.5.3. The Contractor shall not transmit information through the Electronic Shipping Tool (EST) until the Electoral Event is called. The Contractor shall have all Canada Post paperwork printed and ready before Day 34 of the Electoral Event call.
- 4.5.4. Upon completion of the work, all components sent to the Contractor and final print files used for production (except printing plates) must be returned to EC, to the attention of the Technical Authority.

5. OPTIONAL SERVICES

5.1. ADDITIONAL ELECTORAL EVENT

- 5.1.1. If an option to extend the contract is exercised by EC, the Contractor shall provide the services identified in Section 1, 2, 3 and 4 of this SOW for an additional Electoral Event, with the modifications set out in Section 5.2 and 5.3, as applicable.

5.2. EC TO PURCHASE ADDITIONAL STOCK

- 5.2.1. If and when requested by the Technical Authority, the Contractor shall purchase, coordinate delivery and store the necessary paper stock and support materials for the next Electoral Event (the "Additional Stock"). The Contractor shall assist EC in determining the necessary amount of Additional Stock to purchase.
- 5.2.2. On or before Day 36, the Technical Authority shall provide the Contractor with the required quantities of each product to be produced.
- 5.2.3. Within two Business Days, the Contractor shall inform the Technical Authority of the quantity of each type of Additional Stock (# of each type of roll or sheet) required to produce such quantity of each product.
- 5.2.4. Within 20 Business Days of the date the Technical Authority instructs the Contractor to do so, the Contractor shall acquire all of the required Additional Stock and arrange for its delivery at its facility.

5.2.5. The Contractor shall be responsible for any loss of and/or damage to the Additional Stock.



APPENDIX 1

MANDATORY PRODUCTION SCHEDULE

Day 36 (Sunday)	Components given to printer. Production and approval of proofs.
Day 31 (Friday)	1st pick-up of 25% (3,750,000) by Canada Post for Vancouver and Edmonton. Canada Post begins delivery to major centres and the depots across the country.
Day 28 (Monday)	2nd pick-up of 11% (1,650,000) by Canada Post for Moncton, Halifax and Winnipeg. Delivery to major centres and depots continues.
Day 27 (Tuesday)	3rd pick-up of 4% (600,000) by Canada Post for Sudbury and Thunder Bay. Delivery to major centres and depots continues.
Day 26 (Wednesday)	4th pick-up of 2% (300,000) by Canada Post for Toronto and Kitchener. Delivery to major centres and depots continues.
Day 25 (Thursday)	5th pick-up of 31% (4,650,000) by Canada Post for Ottawa and the city of Québec. Delivery to major centres and depots continues.
Day 24 (Friday)	6th pick-up of 27% (4,050,000) by Canada Post for Montréal. Delivery to major centres and depots continues.
Day 23 (Saturday)	Delivery to major centres and depots continues. Balance or overrun to Elections Canada, Distribution Centre.
Day 22 (Sunday)	Delivery to major centres and depots continues.
Day 21 (Monday)	Delivery to major centres and depots continues.
Day 20 (Tuesday)	Delivery to major centres and depots continues.
Days 19, 18 and 17 (Wednesday, Thursday and Friday)	Delivery of reminder brochure to each household.

Notes:

- a) These figures are approximate, and quantities are based on the 2011 general election.
- b) Quantities are subject to change depending on when the election is called.
- c) Quantities may have to be shipped at earlier dates in the electoral calendar as a result of unforeseen events.
- d) This schedule is also subject to adjustment when the election is called. Statutory holidays may affect the schedule and reduce production time. The Contractor must be able to adjust accordingly.
- e) The Contractor acknowledges that certain reserves of the Reminder Cards/Booklets may need to be sent to strategic locations, as determined by Elections Canada in consultation with Canada Post.



APPENDIX 2

IMPORTANT CANADA POST INFORMATION AND REQUIREMENTS

1. SERVICE

1.1. Hybrid Service:

- a) Unaddressed Admail; or
- b) Unaddressed Admail and Priority Courier @ unique internal management

1.2. Canada Post to pick up from printer/mail preparation house: Day 31, 28, 27, 26, 25 and 24.

1.3. Delivery Requirements: Canada Post to deliver to major centres and depots: Day 23, 22, 21 and 20.

1.4. Canada Post to deliver to households: Day 19, 18 and 17.

1.5. Delivery Coverage: **houses, apartments and farms**, not businesses **Note:** Consumers' choice does not apply.

2. MAIL PIECE DESCRIPTION AND WORK SPECIFICATIONS

2.1. Mail piece type: brochure.

2.2. Size and structure brochure to letter carrier specifications.

2.3. It is mandatory that the Canada Post Unaddressed Admail (UA) paperwork be **delivery date-specific (do not use "Upon Receipt")**. Elections Canada will provide a list of up to 10 potential election call dates and specific dates that the Reminder Brochures are to start delivery. This will mean that the Contractor will need to refresh the Unaddressed Admail Delivery Slips and bar code labels every week until the election is called. Because of the way Electronic Shipping Tool (EST) is set up, this will mean going through each province and changing the Specific Start Date specified for each delivery station – in essence, reselecting the country on a weekly basis until the election is held.

2.4. Canada Post will provide an updated election calendar, stating all of the current Forward Sortation Areas (FSAs) to be selected and grouped for shipment and distribution.

Selections for shipments are based on this calendar and are not necessarily provincial. Canada Post will verify selections before shipping.

- 2.5. The selection of the FSAs is to correspond with **Canada Post's transportation network**, using the National Presort Schematics (NPS). This will mean that the Contractor is to work closely with Canada Post in determining the trailer loads. This will affect the selection process of FSAs as provinces and territories will intersect and overlap.
- 2.6. The Contractor will be required to produce an NPS report of boxes and envelopes for Canada Post. This report is a breakdown to ascertain for Canada Post how many skids and trucks will comprise the mailing.
- 2.7. The data printed on the a) Unaddressed Admail labels or b) Unaddressed Admail and Priority Courier address labels must be kept current because the UA delivery slips and shipping bar code labels **must** match the amount of labels used.
- 2.8. The a) Unaddressed Admail labels or b) Unaddressed Admail and Priority Courier labels must indicate the quantity of boxes used for the delivery station they have been addressed to – i.e., 1 of 10 – 10 of 10.
- 2.9. The Contractor cannot transmit information through EST until the election is formally called. This will mean that the Contractor will have to have all Canada Post paperwork printed and ready for Day 34.
- 2.10. The Contractor will be expected to meet with Canada Post on a regular basis to discuss logistics and provide periodic production updates before the election is called and once again when the election has been called. Both Canada Post and the Contractor will assign dedicated personnel to follow the entire project from start to finish.
- 2.11. Canada Post will send representatives from its Transportation Network and Revenue Verification Unit on the first day of mail preparation to the mail service provider's location for verification of paperwork and skid preparation.

3. MAILING PREPARATION

3.1 BUNDLES

- 3.1.1 If the brochure is a 4-panel (8 page) folder, the standard is 100 units per bundle.
- 3.1.2 If the brochure is a 6-panel (12 page) folder or 10-panel (20 page) folder, the standard is 50 units per bundle.

3.1.3 Bundles to be plastic-strapped both horizontally and vertically.

3.1.4 One residue per delivery, installation may contain less than 50 to make up the required count.

3.2 CONTAINERS/BOXES

3.2.1 Special box sizes may be required to accommodate 3,200, 1,600 and/or 800 units of Reminder Brochures.

a) 4-panel Reminder Brochures must be packed in boxes containing 3,200 units and half-size boxes containing 1,600 units.

b) Pack 6-panel Reminder Brochures must be packed in boxes containing 1,600 units and half-size boxes containing 800 units.

c) Pack 10-panel Reminder Brochures must be packed in boxes containing 800 units and half-size boxes containing 400 units.

3.2.2 Filler packing is unacceptable.

3.2.3 Boxes with mail pieces must not weigh more than 35 lb.

3.2.4 Quantities over the 100 unit bundle count to be rounded up to count size of 50s.

3.2.5 Each box is to be labelled with the Unaddressed Admail Adhesive Label and Priority Courier bar code label.

3.2.6 Boxes for the same delivery office are consecutively numbered (1 of x, 2 of x, etc.).

3.3 ADS

3.3.1 Are placed in the final container for the delivery office.

3.3.2 ALL containers will have a Caution Instruction Sheet placed inside.

3.4 SKIDS

3.4.1 Customer-supplied skids will be prepared following the NPS schematic and shrink-wrapped.

3.4.2 Each skid to be labelled with: NPS Destination Label (top and 2 sides); Caution Instruction Sheet (4 sides and top); PC label.

3.5 DATA USED

3.5.1 Canada Post's "Total Points of Call" Householder Data (Houses, Apts. and Farms, **No Businesses**), valid for the date of mailing.

3.6 VOLUME

3.6.1 Information to be supplied.

3.7 DEPOSIT SITE

3.7.1 Information to be supplied.

3.8 DISPATCH DATE

3.8.1 Day 31 to Day 20.

3.9 DESTINATION/DEPOSIT

3.9.1 Most distant locations first, nearest locations last (pre-defined).

3.10 OPERATIONAL KEY ELEMENTS

3.10.1 Consumers' choice does **not** apply.

3.10.2 Destinations requiring air transport to meet timing requirements are identified and will be dispatched from origin accordingly.

3.10.3 Nunavut – For each delivery facility in Nunavut, all products to be shipped by air.

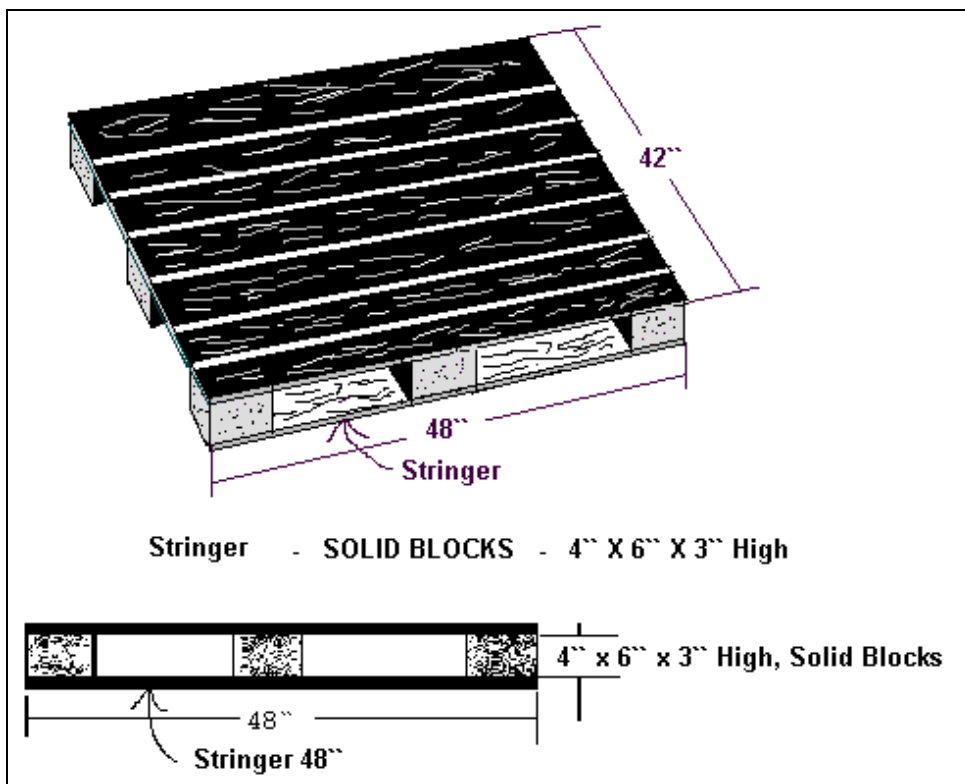


APPENDIX 3

SKID SPECIFICATIONS/SAMPLE

BREWERY TYPE SKID

SKID – 4-WAY ENTRY, BREWERY TYPE,
48" WIDE, 42" LONG, 3 STRINGERS WITH 3 BLOCKS, EACH RUNNING 48" LONG.



Annex B

Pricing Table

A	B	C
TASK	QUANTITY	FIRM PRICE
C1. COST OF PRODUCTION		
Reminder Brochures - Option 1		
C1.1	EC 90334 Bilingual brochure, 4-panel folder 8 pages (4 pages in English and 4 pages in French) SOW reference: 3.2.2 a)	\$[insert at contract award based on winning proposal]/first 15,000,000 units \$[insert at contract award based on winning proposal]/each 50,000 additional
C1.2	EC 90334-I Trilingual brochure, 6-panel folder 12 pages (4 pages in Inuktitut, 4 pages in English and 4 pages in French) SOW reference: 3.2.2 a)	\$[insert at contract award based on winning proposal]/first 15,000 units \$[insert at contract award based on winning proposal]/each 1,000 additional
Reminder Brochures - Option 2		
C1.3	EC 90334 - Bilingual Brochure, 6-panel folder 12 pages (6 pages in English and 6 pages in French) SOW reference: 3.2.2 b)	\$[insert at contract award based on winning proposal]/first 15,000,000 units \$[insert at contract award based on winning proposal]/each 50,000 additional
C1.4	EC 90334-I - Trilingual Brochure, 10-panel folder 18 pages plus 2 blank (6 pages in Inuktitut, 6 pages in English and 6 pages in French and 2 blank pages at the back) SOW reference: 3.2.2 b)	\$[insert at contract award based on winning proposal]/first 15,000 units \$[insert at contract award based on winning proposal]/each 1,000 additional
Caution Instruction Sheets		
C1.5	Bilingual Caution Instruction Sheet (for all of Canada except for Nunavut and Quebec) SOW reference: 3.2.3 a)	\$[insert at contract award based on winning proposal]/first 20,000 units \$[insert at contract award based on winning proposal]/each 1,000 additional
C1.6	Bilingual Caution Instruction Sheet (for the province of Quebec only) SOW reference: 3.2.3 b)	\$[insert at contract award based on winning proposal]/first 5,000 units \$[insert at contract award based on winning proposal]/each 1,000 additional

C1.7	Bilingual Caution Instruction Sheet (for Nunavut only) SOW reference: 3.2.3 c)	[insert] (no overrun, no underrun)	<p>[\$[insert at contract award based on winning proposal]]/first 500 units</p> <p>[\$[insert at contract award based on winning proposal]]/each 100 additional</p>
SUBTOTAL FOR COST OF PRODUCTION (C1.1 + C1.2 + C1.3 + C1.4 + C1.5 + C1.6 + C1.7)			[\$[insert at contract award based on winning proposal]]/total cost of printing
C2. COST OF ACQUIRING STOCK (for initial quantity and Additional Stock purchased during option period)			
C2.1	Option 1 – Reminder Brochures SOW references: 3.2.2 a) 3.5.1	All stock required for C1.1 and C1.2	<p>[\$[insert at contract award based on winning proposal]]/stock for first 15,000,000 units</p> <p>[\$[insert at contract award based on winning proposal]]/stock for each 50,000 additional</p>
C2.2	Option 2 – Reminder Brochures SOW references: 3.2.2 b) 3.5.1	All stock required for C1.3 and C1.4	<p>[\$[insert at contract award based on winning proposal]]/stock for first 15,000,000 units</p> <p>[\$[insert at contract award based on winning proposal]]/stock for each 50,000 additional</p>
C2.3	Caution Instruction Sheets SOW references: 3.2.3 a) 3.2.3 b) 3.2.3 c)	All stock required for C1.5, C1.6, C1.7	<p>[\$[insert at contract award based on winning proposal]]/initial quantity</p> <p>[\$[insert at contract award based on winning proposal]]/stock for each 100 additional</p>
SUBTOTAL FOR COST OF ACQUIRING STOCK (C2.1 + C2.2 + C2.3)			[\$[insert at contract award based on winning proposal]]/total cost of acquiring stock
C3. COST OF ACQUIRING SUPPORT MATERIALS			
C3.1	Full Boxes SOW reference: 3.8.5	[insert]	[\$[insert at contract award based on winning proposal]]/each
C3.2	Half-Boxes SOW reference: 3.8.5	[insert]	[\$[insert at contract award based on winning proposal]]/each

C3.3	Envelopes SOW reference: 3.8	[insert]	\$(insert at contract award based on winning proposal)/each 100
SUBTOTAL FOR COST OF ACQUIRING SUPPORT MATERIALS (C3.1 + C3.2 + C3.3)			\$(insert at contract award based on winning proposal)/total cost of acquiring support materials
C4. STORAGE OF ALL STOCK AND SUPPORT MATERIALS			
C4.1	Storage Monthly cost for storage of all stock and support materials on its premises. SOW reference: 5.2	[insert] months	\$(insert at contract award based on winning proposal)/per month
SUBTOTAL FOR COST OF STORAGE OF ALL STOCK AND SUPPORT MATERIALS (C4.1)			\$(insert at contract award based on winning proposal)/total cost of storage of all stock
C5. MAIL PREPARATION			
C5.1	Mail preparation of all Reminder Brochures and Caution Instruction Sheets sent as priority courier SOW reference: 3.9	All required for C1	\$(insert at contract award based on winning proposal)/lump sum
C5.2	Mail preparation of all Reminder Brochures and Caution Instruction Sheets sent as unaddressed admail SOW reference: 3.9	All required for C1	\$(insert at contract award based on winning proposal)/lump sum
SUBTOTAL FOR COST OF MAIL PREPARATION (C5.1 + C5.2)			\$(insert at contract award based on winning proposal)/total cost of mail preparation
C6	Shipping and handling	To be included in C1, C2, C3, C4 and C5	
C7	Professional fees	To be included in C1, C2, C3, C4 and C5	
C8	Travel and living expenses	To be included in C1, C2, C3, C4 and C5	
C9	All other related goods/services	To be included in C1, C2, C3, C4 and C5	
TOTAL PRICE = COST OF PRODUCTION + COST OF ACQUIRING STOCK + COST OF ACQUIRING SUPPORT MATERIALS + COST OF STORAGE OF ALL STOCK + COST OF MAIL PREPARATION (C1 + C2 + C3 + C4 + C5)			\$(insert at contract award based on winning proposal)/total price

Annex C
General Conditions
Mixed Goods and Services

Article 1 Interpretation

Section 1.01 Definitions

1.01.01 In the Contract, unless the context otherwise requires:

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

authorized to act on his behalf;

“Party” means Elections Canada, the Contractor, or any other signatory to the Contract and "Parties" means all of them;

“Specifications” means the description of the essential, functional or technical requirements of the Work in the Contract, including the procedures for determining whether the requirements have been met; and

“Work” means all the activities, services, goods, equipment, matters and things required to be done, delivered or performed by the Contractor under the Contract.

Section 1.02 Powers of Elections Canada

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

Section 1.03 Status of the Contractor

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

Section 1.04 Severability

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

Section 1.05 Entire Agreement

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

Article 2 Conduct of the Work

Section 2.01 Representation and Warranties

2.01.01 The Contractor represents and warrants that:

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

2.01.02 The Contractor must:

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

2.01.03 Unless the Contracting Authority orders the Contractor to suspend the Work or part of the Work pursuant to Article 19 (Suspension of Work), the Contractor must not stop or suspend the Work or part of the Work pending the settlement of any dispute between the Parties about the Contract.

2.01.04 The Contractor must provide all reports that are required by the Contract and any other information that Elections Canada may reasonably require from time to time.

2.01.05 The Contractor is fully responsible for performing the Work. Elections Canada will not be responsible for any negative consequences or extra costs if the Contractor follows any advice given by Elections Canada unless the Contracting Authority provides the advice to the Contractor in writing and includes a statement specifically relieving the Contractor of any responsibility for negative consequences or extra costs that might result from following the advice.

Article 3 Work

Section 3.01 Specification

3.01.01 All Specifications provided by Elections Canada or on behalf of Elections Canada to the

Contractor in connection with the Contract belong to Elections Canada and must be used by the Contractor only for the purpose of performing the Work.

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

Section 3.02 Condition of Material

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

Section 3.03 Replacement of Specific Individuals

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

Section 3.04 Inspection and Acceptance of the Work

- 3.04.01 All the Work is subject to inspection and acceptance by Elections Canada. Inspection and

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

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

Section 3.05 Time of the Essence

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

Article 4 Subcontracts

Section 4.01 Consent

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

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

Section 4.02 Subcontractor to be bound by Contract

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

Article 5 Harassment in the Workplace

Section 5.01 No tolerance

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

Article 6 Payment

Section 6.01 Invoice Submission

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

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

(c) deduction for holdback, if applicable;

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

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

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

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

Section 6.02 Payment Period

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

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

Section 6.03 Withholding of Payment

6.03.01 Where a delay referred to in Article 18 – Excusable Delay has occurred, Elections Canada may, at Elections Canada's discretion, withhold all or a portion of any payment due to the Contractor until a "work-around" plan approved by Elections Canada has been implemented in accordance with Section 18.01. Section 6.04 shall not apply to any amount withheld under this Subsection.

Section 6.04 Interest on Overdue Accounts

6.04.01 For the purpose of this Section:

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

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

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

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

6.04.02 Elections Canada will pay to the Contractor simple interest at the Average Rate plus 3 percent per year on any amount that is overdue, from the date that amount becomes overdue until the day before the date of payment, inclusive. The Contractor is not required to provide notice to Elections Canada for interest to be payable.

6.04.03 Elections Canada will pay interest in accordance with this Section only if Elections Canada is responsible for the delay in paying the Contractor. Elections Canada will not pay interest on overdue advance payments.

Article 7 Accounts and Audit

Section 7.01 Accounts and Audit

7.01.01 The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.

7.01.02 If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.

7.01.03 Unless Elections Canada has consented in writing to its disposal, the Contractor must retain all the information described in this Section for six years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Elections Canada, who may make copies and take extracts. The Contractor must provide all reasonably required

facilities for any audit and inspection and must furnish all the information as the representatives of Elections Canada may from time to time require to perform a complete audit of the Contract.

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

Article 8 Taxes

Section 8.01 Municipal Taxes

Municipal Taxes do not apply.

Section 8.02 Provincial Taxes Exemption

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

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

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

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

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

Section 8.03 Harmonized Sales Tax

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

Section 8.04 Quebec Sales Tax

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

Section 8.05 Provincial Taxes paid by the Contractor

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

Section 8.06 Changes to Taxes and Duties

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

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

Section 8.07 Applicable Sales Tax

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

Section 8.08 Tax Withholding of 15 Percent

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

Article 9 Transportation Costs and Carriers' Liability

Section 9.01 Transportation Costs and Carriers' Liability

9.01.01 If transportation costs are payable by Elections Canada under the Contract and the Contractor makes the transportation arrangements, shipments must be made by the most direct and economical means consistent with normal shipping practice. The costs must be

shown as a separate item on the invoice.

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

Article 10 Shipment Documentation

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

Article 11 Ownership

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

Article 12 Elections Canada Property

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

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

Article 13 Warranty

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

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

Article 14 Liability

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

Article 15 Confidentiality

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

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

Section 15.02 An Oath of Secrecy

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

Article 16 Copyright

Section 16.01 Copyright

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

Section 16.02 Use and Translation of Documentation

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

Article 17 Intellectual Property Infringement and Royalties

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

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

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

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

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

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

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

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

allegedly infringing part of the Work; or

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

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

Article 18 Excusable Delay

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

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

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

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

- 18.01.04 Unless Elections Canada has caused the delay by failing to meet an obligation under the Contract, Elections Canada will not be responsible for any costs incurred by the Contractor or any of its subcontractors or agents as a result of an Excusable Delay.
- 18.01.05 If the Contract is terminated under this Section, the Contracting Authority may require the Contractor to deliver to Elections Canada, in the manner and to the extent directed by the Contracting Authority, any completed parts of the Work not delivered and accepted before the termination and anything that the Contractor has acquired or produced specifically to perform the Contract. Elections Canada will pay the Contractor:
- (a) the value, of all completed parts of the Work delivered to and accepted by Elections Canada, based on the Contract Price, including the proportionate part of the Contractor's profit or fee included in the Contract Price; and
 - (b) the Cost to the Contractor that Elections Canada considers reasonable in respect of anything else delivered to and accepted by Elections Canada.
 - (c) The total amount paid by Elections Canada under the Contract to the date of termination and any amounts payable under this Subsection must not exceed the Contract Price.

Article 19 Suspension of the Work

- 19.01.01 The Contracting Authority may at any time, by written notice, order the Contractor to suspend or stop the Work or part of the Work under the Contract for a period of up to 180 days. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so. While such an order is in effect, the Contractor must not remove any part of the Work from any premises without first obtaining the written consent of the Contracting Authority. Within these 180 days, the Contracting Authority must either cancel the order or terminate the Contract, in whole or in part, under Article 20 (Default by the Contractor) or Article 21 (Termination for Convenience).
- 19.01.02 The Contracting Authority may, whether in the notice of the order or during the 180 days referred to in Subsection 19.01.01, request that the Contractor provide information regarding the status of the Work or outstanding invoices. The Contractor shall respond within the timeline provided in the request.
- 19.01.03 When an order is made under Subsection 19.01.01, unless the Contracting Authority terminates the Contract by reason of default by the Contractor or the Contractor abandons the Contract, the Contractor will be entitled to be paid its additional costs incurred as a result of the suspension plus a fair and reasonable profit.
- 19.01.04 When an order made under Subsection 19.01.01 is cancelled, the Contractor must resume work in accordance with the Contract as soon as practicable. If the suspension has affected the Contractor's ability to meet any delivery date under the Contract, the date for

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

Article 20 Default by the Contractor

- 20.01.01 If the Contractor is in default in carrying out any of its obligations under the Contract, the Contracting Authority may, by giving written notice to the Contractor, terminate for default the Contract or part of the Contract. The termination will take effect immediately or at the expiration of a cure period specified in the notice, if the Contractor has not cured the default to the satisfaction of the Contracting Authority within that cure period.
- 20.01.02 If the Contractor becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or takes the benefit of any statute relating to bankrupt or insolvent debtors, or if a receiver is appointed under a debt instrument or a receiving order is made against the Contractor, or an order is made or a resolution passed for the winding down of the Contractor, the Contracting Authority may, to the extent permitted by the laws of Canada, by giving written notice to the Contractor, immediately terminate for default the Contract or part of the Contract.
- 20.01.03 If Elections Canada gives notice under Subsection 20.01.01 or 20.01.02, the Contractor will have no claim for further payment except as provided in this Section. The Contractor will be liable to Elections Canada for all losses and damages suffered by Elections Canada because of the default or occurrence upon which the notice was based, including any increase in the cost incurred by Elections Canada in procuring the Work from another source. The Contractor agrees to repay immediately to Elections Canada the portion of any advance payment that is unliquidated at the date of the termination.
- 20.01.04 Upon termination of the Contract under this Section, the Contracting Authority may require the Contractor to deliver to Elections Canada, in the manner and to the extent directed by the Contracting Authority, any completed parts of the Work, not delivered and accepted before the termination and anything the Contractor has acquired or produced specifically to perform the Contract. In such a case, subject to the deduction of any claim that Elections Canada may have against the Contractor arising under the Contract or out of the termination, Elections Canada will pay or credit to the Contractor:
- (a) the value, of all completed parts of the Work delivered to and accepted by Elections Canada, based on the Contract Price, including the proportionate part of the Contractor's profit or fee included in the Contract Price; and
 - (b) the cost to the Contractor that Elections Canada considers reasonable in respect of anything else delivered to and accepted by Elections Canada.
- 20.01.05 The total amount paid by Elections Canada under the Contract to the date of the

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

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

Article 21 Termination for Convenience

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

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

- 21.01.03 The total of the amounts, to which the Contractor is entitled to be paid under this Section, together with any amounts paid, due or becoming due to the Contractor must not exceed the Contract Price. The Contractor will have no claim for damages, compensation, loss of profit, allowance arising out of any termination notice given by Elections Canada under this Section except to the extent that this Section expressly provides. The Contractor agrees to

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

Article 22 Assignment

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

Article 23 Right of Set-Off

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

Article 24 Amendments and Waivers

Section 24.01 Amendment

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

Section 24.02 Waiver

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

Article 25 Codes

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

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

Section 25.02 Code of Conduct for Procurement

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

Article 26 No Bribe or Conflict

Section 26.01 No Bribe

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

Section 26.02 No Conflict of Interest

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

Article 27 Contingency Fees

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

27.01.02 In this Section

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

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

Article 28 International Sanctions

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

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

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

Article 29 Notice

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

Article 30 Survival

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

Article 31 Governing Law

Section 31.01 Compliance with Applicable Laws

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

Article 32 Successor and Assigns

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

PART 7 – TECHNICAL EVALUATION

Section A Mandatory Technical Criteria

ID #	Mandatory Technical Criteria	Scoring Methodology
M1	<p>Detailed Production Plan</p> <p>The Bidder must demonstrate their ability to meet the deadlines set out in Appendix 1 - Mandatory Production Schedule by submitting a Detailed Production Plan for all activities required to perform the Work detailed in the SOW, matched to the pick-up dates in the Mandatory Production Schedule.</p> <p>The Detailed Production Plan activities must include, at a minimum:</p> <ul style="list-style-type: none"> a) prepress; b) printing; c) bindery; d) bundling; e) mail preparation, including consultations and paperwork; f) production of all labels and delivery slips; g) assembly; h) packaging; and i) skid preparation for transport. <p>In addition, the Detailed Production Plan must include the following information for each activity:</p> <ul style="list-style-type: none"> a) outline of equipment type and output per day; b) estimated completion timelines for each activity; c) the number of resources involved for each activity; and d) the name and role of any subcontractors which would be used for the completion of the Work for each activity. <p>For the purposes of this mandatory criterion, the use of subcontractors is allowed for all portions of the Work other than the prepress, printing and bindery activities. If subcontractors will be used for other activities, the Bidder</p>	MET /NOT MET

ID #	Mandatory Technical Criteria	Scoring Methodology
	<p>should identify the portions of the Work for which subcontractor assistance will be sought. Only subcontractors which have proven their performance in delivering the same portions of the Work for the projects submitted in response to M3 can be utilized in response to M1.</p> <p>The Detailed Production Plan will be further rated at R1.</p>	
M2	<p>Stock Availability</p> <p>The Bidder must demonstrate their ability to purchase and have all required stock for the initial Electoral Event delivered on or before March 1, 2015. The Bidder must provide the stock delivery date (FOB destination).</p> <p>In the event that delivery before March 1, 2015 is not possible, the Bidder must indicate an alternate best possible date that the stock would be available on the Bidder's premises.</p>	MET / NOT MET
M3	<p>Project References – Print Production and Mail Preparation</p> <p>The Bidder must have previous experience delivering at least two print production and mail preparation projects of similar size and scope to the Work detailed in the SOW within the last five years from the RFP closing date.</p> <p>The Bidder must submit two project references which must include, at a minimum:</p> <ul style="list-style-type: none"> a) a detailed description of the project; b) the project start and end dates; c) the types of print products produced; d) the quantity of the print products; e) the mail preparation requirements; and f) the value of the project. <p>For the purposes of this mandatory criterion:</p> <ul style="list-style-type: none"> a) the use of subcontractors is allowed for all portions of the Work other than the prepress, printing and bindery activities. If subcontractors were used in the projects submitted, the Bidder should identify the 	MET / NOT MET

ID #	Mandatory Technical Criteria	Scoring Methodology
	<p>portions of the Work for which subcontractor assistance was sought; and</p> <p>b) similar size and scope means that the project involved the production of print products using web and/or offset printing with a total combined square footage of at least five billion square feet* and assembly of multiple items into individual bulk shipments and preparation for distribution in accordance with Canada Post specifications for at least two million units.</p> <p>*For example: If three million, 8.5"x11", 20 page booklets were produced, the total combined square footage produced would be 5,610,000,000 (5.61 billion square feet).</p> <p>The two projects submitted in response to this criterion will be further rated at R2.</p>	
M4	<p>Demonstrated Commitment of the Bidder</p> <p>If awarded a contract, the Bidder must demonstrate their commitment to treat this Work as a top priority once the Electoral Event is called and immediately proceed with the Work in order to meet the required deadlines.</p> <p>The Bidder's proposal must include a letter signed by the Bidder's official CEO, President or his/her designated representative. This letter must state the Bidder's commitment to this Elections Canada project, and the letter must recognize the importance of the Bidder's role in fulfilling this requirement.</p>	MET / NOT MET
M5	<p>Business Continuity Plan</p> <p>The Bidder at time of RFP closing date must have a Business Continuity Plan (BCP) in place. A BCP must be submitted for each facility (physical plant where the Work is carried out, including facilities that are owned by the same legal entity as the Bidder and/or joint venture partner(s) and/or subcontractor's facilities) identified in the proposal.</p> <p>At a minimum, each BCP must demonstrate the Bidder's capability to:</p> <p>a) quickly obtain additional comparable stock; and</p> <p>b) reprint, finish and package 3 million Reminder Brochures (as per specifications of Option 2, detailed in Section 3.2 of the SOW) to meet the deadline in the event that a shipment needs to be replaced and/or</p>	MET / NOT MET

ID #	Mandatory Technical Criteria	Scoring Methodology
	additional copies are required. The BCP will be further rated at R3.	
M6	Forest Stewardship Council Certification The Bidder must have a valid and active Forest Stewardship Council (FSC) certification at time of RFP closing date and must include a copy of the FSC certificate within their proposal.	MET / NOT MET

Section B Rated Technical Evaluation Criteria

The following table provides a summary of the criteria to be considered under this Section B – Rated Technical Evaluation Criteria and the scoring methodology for each criterion.

ID #	Rated Technical Criteria	Submission Requirements	Scoring Methodology
<p>R1</p>	<p>Detailed Production Plan and Bidders' Approach</p> <p>The Detailed Production Plan provided in response to M1 should demonstrate that the Bidder has the project management skills and resources to perform the Work which demonstrates a strong understanding of the project.</p> <p>For the purposes of this criterion, the use of subcontractors is allowed for all portions of the Work other than the prepress, printing and bindery activities. If subcontractors will be used, the Bidder should identify the portions of the Work for which subcontractor assistance will be sought. Only subcontractors which have proven their performance in delivering the same portions of the Work for the projects submitted in response to M3 can be utilized in response to R1.</p>	<p>Identical to submission requirements detailed in M1.</p>	<p>Maximum total of 30 Points to be awarded as follows:</p> <ol style="list-style-type: none"> 1. Up to a maximum of 10 points will be awarded if the Detailed Production Plan demonstrates the Bidder's overall project management approach and understanding of the project: <ol style="list-style-type: none"> a) 10 points = the Detailed Production Plan demonstrates that the Bidder has an excellent understanding of the requirements of the project. The Detailed Production Plan: (1) exceeds all of the requirements set out in the SOW; (2) provides an excellent opportunity for success. b) 8 points = the Detailed Production Plan demonstrates that the Bidder has a great understanding of the requirements of the project. The Detailed Production Plan: (1) meets all and exceeds some of the requirements set out in the SOW; and (2) provides a great opportunity for success. c) 6 points = the Detailed Production Plan demonstrates that the Bidder has a fair understanding of the requirements of the project. The Detailed Production Plan: (1) meets but does not exceed all of the requirements set out in the

ID #	Rated Technical Criteria	Submission Requirements	Scoring Methodology
			<p>SOW; and (2) provides an opportunity for success.</p> <p>d) 4 points = the Detailed Production Plan demonstrates that the Bidder has a limited understanding of the requirements of the project. The Detailed Production Plan: (1) does not meet all of the requirements set out in the SOW; and (2) provides a narrow opportunity for success.</p> <p>e) 0 points = the Detailed Production Plan demonstrates that the Bidder does not understand the requirements of the requirements of the project. The Detailed Production Plan: (1) meets very few requirements of the SOW; and (2) does not provide an opportunity for success.</p> <p>2. Up to a maximum of 10 points will be awarded if the Detailed Production Plan correctly identifies activities required for completion of the project:</p> <p>a) 10 points = the Detailed Production Plan includes all of the activities to be completed and outlines their execution in detail.</p> <p>b) 8 points = the Detailed Production includes all but one or two activities to be completed and/or provides limited information about the sub-activities involved in their execution.</p> <p>c) 6 points = the Detailed Production Plan includes all but three to five activities to be completed and/or does not provide any information with regards to</p>

ID #	Rated Technical Criteria	Submission Requirements	Scoring Methodology
			<p>sub-activities to be completed.</p> <p>d) 4 points = the Detailed Production Plan includes less than half the activities to be completed.</p> <p>e) 0 points = the Detailed Production Plan includes a very limited number of activities to be completed.</p> <p>3. Up to a maximum of 10 points will be awarded if the Detailed Production Plan demonstrates the Bidder's understanding of the mail preparation requirements detailed in Section 3.9 of the SOW:</p> <p>a) 10 points = the Detailed Production Plan demonstrates that the Bidder has an excellent understanding of the mail preparation requirements.</p> <p>b) 8 points = the Detailed Production Plan demonstrates that the Bidder has a great understanding of the mail preparation requirements.</p> <p>c) 6 points = the Detailed Production Plan demonstrates that the Bidder has a fair understanding of the mail preparation requirements.</p> <p>d) 4 points = the Detailed Production Plan demonstrates that the Bidder has a limited understanding of the mail preparation requirements for the project. The Detailed Production Plan: (1) does not meet all of the requirements set out in the</p>

ID #	Rated Technical Criteria	Submission Requirements	Scoring Methodology
			<p>SOW; and (2) provides a narrow opportunity for success.</p> <p>e) 0 points = the Detailed Production Plan demonstrates that the Bidder does not understand the mail preparation requirements.</p>
<p>R2</p>	<p>Project References – Print Production and Mail Preparation</p> <p>The two projects submitted in response to M3 should demonstrate the Bidder's success in delivering projects of a similar size and scope.</p> <p>For the purposes of this criterion:</p> <ul style="list-style-type: none"> a) the use of subcontractors is allowed for all portions of the Work other than the prepress, printing and bindery activities. If subcontractors were used in the projects submitted, the Bidder should identify the portions of the Work for which subcontractor assistance was sought; and b) similar size and scope means that the project involved the production of print products using web and/or offset printing with a total combined square footage of at least five billion 	<p>The two project references should include:</p> <ul style="list-style-type: none"> a) a detailed description of the project; b) the project start and end dates; c) the types of print products produced; d) the quantity and size of the print products; e) the delivery date specified by the Bidder's client; f) any unforeseen events which could have caused (or did cause) delays and how they were mitigated in order to reduce or avoid delays; g) the actual date the printed products were delivered to the client. h) the assembly and packaging requirements; 	<p>Up to a maximum of 10 points per project reference will be awarded for each of the first two project references submitted (maximum total of 20 points to be awarded), as follows:</p> <ul style="list-style-type: none"> a) 10 points = the project reference demonstrates that the Bidder has successfully delivered the project in advance of the requested delivery date. b) 8 points = the project reference demonstrates that the requested delivery date was met and no delays were incurred. c) 6 points = the project reference demonstrates that the requested delivery date was met despite delays which were successfully mitigated by the Bidder. d) 4 points = the project reference demonstrates that the requested delivery date was not met, however, the actual delivery date was within five Business Days of the requested delivery date. Any delays were not successfully mitigated by the Bidder. e) 0 points = the project reference demonstrates that the requested delivery date was not met, and the actual delivery date was more than five Business Days later than the requested delivery date. Any

ID #	Rated Technical Criteria	Submission Requirements	Scoring Methodology
	<p>square feet* and assembly of multiple items into individual bulk shipments and preparation for distribution in accordance with Canada Post specifications for at least two million units.</p> <p>*For example: If three million, 8.5"x11", 20 page booklets were produced, the total combined square footage produced would be 5,610,000,000 (5.61 billion square feet).</p>	<ul style="list-style-type: none"> i) the mail preparation requirements; j) the value of the project; k) the production, assembly and delivery timelines; l) the name of the client/client organization; m) detailed, up-to-date contact information for the client; and n) the names, roles and responsibilities of any subcontractors used for the project. 	<p>delays were not successfully mitigated by the Bidder.</p>
<p>R3</p>	<p>Business Continuity Plan</p> <p>The BCP submitted in response to M5 should demonstrate the Bidder's capability to complete the Work on time despite events that would negatively impact their normal operations.</p>	<p>Identical to submission requirements detailed in M5 with the addition of a description of the extent to which a corporate BCP has been developed and implemented within the Bidder's organisation.</p>	<p>Maximum total of 25 Points to be awarded as follows:</p> <ol style="list-style-type: none"> 1. Up to a maximum of 6 points will be awarded if the description is of the extent to which a corporate BCP has been developed and implemented within the Bidder's organization provides sufficient details to demonstrate that the Bidder has established: <ul style="list-style-type: none"> a) 3 points = a corporate management team for continuity of services with defined roles and responsibilities; and b) 3 points = protocols for continuity of services for escalating levels of incident management up to disaster recovery.

ID #	Rated Technical Criteria	Submission Requirements	Scoring Methodology
			<p>2. Up to a maximum of 9 points will be awarded if the description of the extent to which a corporate BCP has been developed and implemented within the Bidder's organization provides sufficient details to demonstrate that the BCP:</p> <ul style="list-style-type: none"> a) 3 points = is a part of the Bidder's corporate policies and procedures; b) 2 points = is tested for "real world" relevance; c) 2 points = is reviewed and revised as required in order to be current; and d) 2 points = is communicated throughout the company. <p>3. Up to a maximum of 10 points will be awarded if the BCP demonstrates an opportunity for success even if the Bidder had to secure additional comparable stock and reprint, finish and package 3 million additional Reminder Brochures (as per the specifications of Option 2, detailed in the SOW):</p> <ul style="list-style-type: none"> a) 10 points = the BCP exceeds expectations, providing an excellent opportunity for success. b) 8 points = the BCP meets all and exceeds some expectations, providing a great opportunity for success. c) 6 points = the BCP meets but does not exceed expectations, providing a fair opportunity for success. d) 4 points = the only BCP meets some expectations, providing a limited opportunity for success.

ID #	Rated Technical Criteria	Submission Requirements	Scoring Methodology	
			e) 0 points = the BCP does not meet expectations, providing no opportunity for success.	
			R1 =	/ 30 points
			R2 =	/ 20 points
			R3 =	/ 25 points
			TOTAL (R1+R2+R3) =	/ 75 points

Part 8 – Financial Evaluation Criteria

1. Proposal Pricing Template (Section A)

- 1.1 Bidders must submit prices by completing Section A of Appendix A to Part 8 (“Proposal Pricing Template”).
- 1.2 Prices in the Pricing Table must include all direct and indirect costs to provide the Work described in the SOW, including without limitation, all necessary material, supplies, equipment, labour, wages, salaries, management fees and taxes, Canadian custom duties and excise taxes, where applicable (collectively the “Costs”). All prices indicated in the Pricing Table must be in Canadian Dollars. Include amounts representing Canadian custom duties and excise taxes where applicable, and exclude the applicable sales tax.
- 1.3 Prices in the Pricing Table should not include the cost of mailing the printed products; such costs will be invoiced by CPC and billed directly to EC.
- 1.4 The numbers inserted in column B of the Proposal Pricing Template are only included as weighting factors for financial evaluation purposes and are not a minimal commitment by Elections Canada to purchase according to these quantities.

2. Escalation of Paper – Base Transaction Cost (Section B)

- 2.1 Bidders must submit their base transaction cost per Cwt. for Text Stock submitted for Sections C2.2 and C2.3 of the Proposal Pricing Template.

Part 8 – Appendix A

A. Proposal Pricing Template

Note to bidders: The quantities provided in column B are provided solely for evaluation purposes.

A	B	C
TASK	QUANTITY FOR EVALUATION	FIRM PRICE
C1. COST OF PRODUCTION		
Reminder Brochures - Option 1		
C1.1	EC 90334 Bilingual brochure, 4-panel folder 8 pages (4 pages in English and 4 pages in French) SOW reference: 3.2.2 a)	16,000,000 (no overrun, no underrun)
		\$ _____/first 15,000,000 units \$ _____/each 50,000 additional
C1.2	EC 90334-I Trilingual brochure, 6-panel folder 12 pages (4 pages in Inuktitut, 4 pages in English and 4 pages in French) SOW reference: 3.2.2 a)	20,000 (no overrun, no underrun)
		\$ _____/first 15,000 units \$ _____/each 1,000 additional
Reminder Brochures - Option 2		
C1.3	EC 90334 - Bilingual Brochure, 6-panel folder 12 pages (6 pages in English and 6 pages in French) SOW reference: 3.2.2 b)	16,000,000 (no overrun, no underrun)
		\$ _____/first 15,000,000 units \$ _____/each 50,000 additional
C1.4	EC 90334-I - Trilingual Brochure, 10-panel folder 18 pages plus 2 blank (6 pages in Inuktitut, 6 pages in English and 6 pages in French and 2 blank pages at the back) SOW reference: 3.2.2 b)	20,000 (no overrun, no underrun)
		\$ _____/first 15,000 units \$ _____/each 1,000 additional
Caution Instruction Sheets		
C1.5	Bilingual Caution Instruction Sheet (for all of Canada except for Nunavut and Quebec) SOW reference: 3.2.3 a)	25,000 (no overrun, no underrun)
		\$ _____/first 20,000 units \$ _____/each 1,000 additional

C1.6	Bilingual Caution Instruction Sheet (for the province of Quebec only) SOW reference: 3.2.3 b)	6,000 (no overrun, no underrun)	\$ _____/first 5,000 units \$ _____/each 1,000 additional
C1.7	Bilingual Caution Instruction Sheet (for Nunavut only) SOW reference: 3.2.3 c)	1,000 (no overrun, no underrun)	\$ _____/first 500 units \$ _____/each 100 additional
SUBTOTAL FOR COST OF PRODUCTION (C1.1 + C1.2 + C1.3 + C1.4 + C1.5 + C1.6 + C1.7)			\$ _____/total cost of printing
C2. COST OF ACQUIRING STOCK (for initial quantity and Additional Stock purchased during option period)			
C2.1	Option 1 – Reminder Brochures SOW references: 3.2.2 a) 3.5.1	All stock required for C1.1 and C1.2	\$ _____/stock for first 15,000,000 units \$ _____/stock for each 50,000 additional
C2.2	Option 2 – Reminder Brochures SOW references: 3.2.2 b) 3.5.1	All stock required for C1.3 and C1.4	\$ _____/stock for first 15,000,000 units \$ _____/stock for each 50,000 additional
C2.3	Caution Instruction Sheets SOW references: 3.2.3 a) 3.2.3 b) 3.2.3 c)	All stock required for C1.5, C1.6, C1.7	\$ _____/initial quantity \$ _____/stock for each 100 additional
SUBTOTAL FOR COST OF ACQUIRING STOCK (C2.1 + C2.2 + C2.3)			\$ _____/total cost of acquiring stock
C3. COST OF ACQUIRING SUPPORT MATERIALS			
C3.1	Full Boxes SOW reference: 3.8.5	10,000	\$ _____/each
C3.2	Half-Boxes SOW reference: 3.8.5	10,000	\$ _____/each

C3.3	Envelopes SOW reference: 3.8	500	\$ _____/each 100
SUBTOTAL FOR COST OF ACQUIRING SUPPORT MATERIALS (C3.1 + C3.2 + C3.3)			\$ _____/total cost of acquiring support materials
C4. STORAGE OF ALL STOCK AND SUPPORT MATERIALS			
C4.1	Storage Bidder to provide monthly cost for storage of all stock and support materials on its premises. SOW reference: 5.2	48 months	\$ _____/per month
SUBTOTAL FOR COST OF STORAGE OF ALL STOCK AND SUPPORT MATERIALS (C4.1)			\$ _____/total cost of storage of all stock
C5. MAIL PREPARATION			
C5.1	Mail preparation of all Reminder Brochures and Caution Instruction Sheets sent as priority courier SOW reference: 3.9	All required for C1	\$ _____/lump sum
C5.2	Mail preparation of all Reminder Brochures and Caution Instruction Sheets sent as unaddressed admail SOW reference: 3.9	All required for C1	\$ _____/lump sum
SUBTOTAL FOR COST OF MAIL PREPARATION (C5.1 + C5.2)			\$ _____/total cost of mail preparation
C6	Shipping and handling	To be included in C1, C2, C3, C4 and C5	
C7	Professional fees	To be included in C1, C2, C3, C4 and C5	
C8	Travel and living expenses	To be included in C1, C2, C3, C4 and C5	
C9	All other related goods/services	To be included in C1, C2, C3, C4 and C5	
TOTAL EVALUATED PRICE = COST OF PRODUCTION + COST OF ACQUIRING STOCK + COST OF ACQUIRING SUPPORT MATERIALS + COST OF STORAGE OF ALL STOCK + COST OF MAIL PREPARATION (C1 + C2 + C3 + C4 + C5)			\$ _____/total evaluated price

B. Escalation of Paper – Base Transaction Cost

1. Text stock submitted for C2.2:

[insert] lbs. at a base transaction cost per Cwt. of \$**[insert]**, and which represent **[insert]** percent of the unit price(s).

Brand name and paper supplier: **[insert]**.

2. Text stock submitted for C2.3:

[insert] lbs. at a base transaction cost per Cwt. of \$**[insert]**, and which represent **[insert]** percent of the unit price(s).

Brand name and paper supplier: **[insert]**.

Electors' Reminder Brochures and Caution Instruction Sheets

PART 9

Certificates

Certificates

1. Independent Proposal

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

- (a) I have read and I understand the contents of this Certificate;
- (b) I understand that the proposal will be disqualified if this Certificate is found not to be true and complete in every respect;
- (c) I am authorized by the Bidder to sign this Certificate, and to submit the proposal, on behalf of the Bidder;
- (d) each person whose signature appears on the proposal has been authorized by the Bidder to determine the terms of, and to sign, the proposal, on behalf of the Bidder;
- (e) for the purpose of this Certificate and the proposal. I understand that the word "competitor" shall include any individual or organization, other than the Bidder, whether or not an Affiliate of the Bidder, who:
 - i. has been requested to submit a proposal in response to the request for proposal;
 - ii. could potentially submit a proposal in response to the request for proposal, based on their qualification, abilities or experience;
- (f) the Bidder disclosed that (check one of the following, as applicable):

- i. the Bidder has arrived at the proposal independently from, and without consultation, communication, agreement or arrangement with, any competitor;

OR

- ii. the Bidder has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this call for proposals, and the Bidder disclosed, in the attached documents (s) complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultation, communications, agreements or arrangements.

- (g) in particular, without limiting the generality of subparagraphs (f)i. or (f)ii. above, there has been no consultation, communications, agreement or arrangement with any competitor regarding:
- i. prices
 - ii. methods, factors or formulas used to calculate prices;
 - iii. the intention or decisions to submit, or not to submit, a proposal; or
 - iv. the submission of a proposal which does not meet the specifications of the call for proposals;
- except as specifically disclosed pursuant to subparagraph (f)ii. above:
- (h) in addition, there has been no consultation, communications, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the products or services to which this call for proposals relates, except as specially authorized by the Contracting Authority or as specifically disclosed pursuant to subparagraph (f)ii. above;
- (i) the terms of the proposal have not been, and will not be, knowingly disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official proposal opening, or of the awarding of the contract, whichever comes first, unless otherwise required by law or as specially disclosed pursuant to subparagraph (f)ii. above.

2. Federal Contractors Program

- 2.1. The Federal Contractors Program for employment equity is intended to address employment disadvantage for the four designated groups: women, Aboriginal peoples, persons with disabilities and members of visible minorities. Further information is available on the Human Resources and Skills Development Canada (HRSDC) Website.
- 2.2. The Bidder certifies as follows (check only one of the following):
- (a) it does not have a work force in Canada;
 - (b) it is a public sector employer;
 - (c) it is a [federally regulated employer](#) being subject to the *Employment Equity Act*;
 - (d) it has a combined work force in Canada of less than 100 employees. A combined work force includes: permanent full-time, permanent part-time and temporary employees. Temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students;
 - (e) it has a combined workforce in Canada of 100 or more employees; and

- i. it already has a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with HRSDC-Labour.

OR

- ii. it has submitted the [Agreement to Implement Employment Equity \(LAB1168\)](#) to HRSDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to HRSDC-Labour.

2.3. The Bidder further certifies as follows (check only one of the following):

- (a) it is not a joint venture;

OR

- (b) it is a joint venture. In the event that the Bidder is a joint venture, each member of the joint venture must provide the Contracting Authority with a certificate containing the certification set-out in Section 2.2 of this Certificate.

3. Former Public Servant

3.1. Contracts with former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below.

3.2. For the purposes of this clause,

“former public servant” is any former member of a department as defined in the *Financial Administration Act*, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- (a) an individual;
- (b) an individual who has incorporated;
- (c) a partnership made of former public servants; or
- (d) a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

“lump sum payment period” means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

“pension” means, in the context of the fee abatement formula, a pension or annual allowance paid under the *Public Service Superannuation Act (PSSA)*, R.S., 1985, c. P-36, and any increases paid pursuant to the *Supplementary Retirement Benefits Act*, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the *Canadian Forces Superannuation Act*, R.S., 1985, c. C-17, the *Defence Services Pension Continuation Act*, 1970, c. D-3, the *Royal Canadian Mounted Police Pension Continuation Act*, 1970, c. R-10, and the *Royal Canadian Mounted Police Superannuation Act*, R.S., 1985, c. R-11, the *Members of Parliament Retiring Allowances Act*, R.S., 1985, c. M-5, and that portion of pension payable to the *Canada Pension Plan Act*, R.S., 1985, c. C-8.

3.3. Is the Bidder a FPS in receipt of a pension as defined above? **YES** **NO**

If yes, the Bidder must provide the following information:

- (a) name of former public servant;
- (b) date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder’s status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

3.4. Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **YES**

If yes, the Bidder must provide the following information:

- (a) name of former public servant;
- (b) conditions of the lump sum payment incentive;
- (c) date of termination of employment;
- (d) amount of lump sum payment;
- (e) rate of pay on which lump sum payment is based;

- (f) period of lump sum payment including start date, end date and number of weeks;
 - (g) number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.
- 3.5. For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.
- 3.6. By submitting a proposal, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.