



**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.

<b>Bidder's Name:</b>
<b>Address:</b>
<b>Tel No.:</b>
<b>Fax. No.:</b>
<b>IN WITNESS WHEREOF</b> , 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>
<b>Date:</b> _____

<b>Office of the Chief Electoral Officer File No.</b>
ECLP-RFP-14-0690

<b>Title:</b>	<b>Date:</b>
List of Electors (LOE) and Voter Identification Card Mailing Labels Printing Services	February 27, 2015

<b>Request for Proposal Closing Date:</b>
March 17, 2015 at 2:00p.m. (Gatineau Time)

<b>INQUIRIES – address inquiries to:</b>
<b>Office of the Chief Electoral Officer of Canada</b> Procurement and Contracting Services 30 Victoria Street Gatineau QC K1A 0M6  proposition-proposal@elections.ca

<b>Attention:</b>	<b>Tel No.</b>
Luc Potvin Advisor, Procurement and Contracting	819-939-1487

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

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

**Part 1 – General Information**

**Part 2 – Bidder Instructions**

**Part 3 – Proposal Preparation Instructions**

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

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

**Part 6 – Resulting Contract**

Annex A – Statement of Work;

Appendix A-1 – Work Management Plan (LOE);

Appendix A-2 – Work Management Plan (VIC mailing labels);

Appendix A-3 – Informational Quality Level Specifications;

Appendix A-4 – EC Authorized User;

Appendix A-5 – Certificate of Destruction;

Appendix A-6 – Shipping Guidelines;

Annex B – Pricing Table;

Annex C – General Conditions – mixed Goods and Services;

Annex D – Supplemental Conditions – Personal Information;

Annex E – Security Requirement Check List.

**Part 7 – Technical Evaluation Criteria**

**Part 8 – Financial Evaluation Criteria**

**Part 9 – Certificates**

# Request for Proposal

## ECLP-RFP-14-0690

### 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

Elections Canada (EC) is an independent, non-partisan agency that reports directly to the Parliament

of Canada. EC is mandated conduct federal general elections, by elections and referendums, administer the political financing provisions of the Canada Elections Act, monitor compliance and enforce electoral legislation.

To fulfill the above mandate, EC maintains the List of Electors (names and addresses of electors), and Voter Identification Card mailing labels and during an Electoral Event (General Election, By-Election, or referendum), and makes those lists and labels available to key stakeholders in print format.

(b) Brief Description

EC has a requirement to print copies of the List of Electors and Voter Identification Card mailing labels (optional requirement) for both General Elections and By-Elections for 338 Electoral Districts (ED) in Canada. The objective is to put in place a Contract with a printing company that has proven experience in providing services outlined in Annex “A” – Statement of Work (SOW).

A General Election and By-Elections announcement stipulating a vote in 36 days (minimum) can be made with no warning and the LOE’s and VIC mailing labels must be printed, packaged and shipped within five calendar days. The first lot must be ready for shipment within two days of the notification. The last lot must be ready for shipment within five days of the notification from EC. The Bidder must be capable of meeting this service time requirement, with adequate excess capacity to meet their day-to-day commitments and ensure a large margin of redundancy to deal with delays caused by equipment problems or other delays. Further, given the tight timeframe and importance of high quality output products, the Bidder’s methodology and proximity regarding transfer of the files and return of the press proofs to EC in Gatineau must be such that the Bidder can respect the overall five calendar day service time. Kick off meeting and site visit are mandatory to this requirement.

338 ED’s based on the provinces and regions are as follows:

British Columbia (42)

Alberta (34)

Saskatchewan (14)

Manitoba (14)

Ontario (121)

Northwest Territories (1)

Yukon (1)

Newfoundland and Labrador (7)

Prince Edward Island (4)

New Brunswick (10)

Nova Scotia (11)

Quebec (78)

Nunavut (1)

EC may make alterations to the division of EDs if the need arises.

Optional Requirement

Elections Canada has an optional requirement to the print VIC mailing labels as described in Part III of

the SOW.

### 1.3.2 Period of the Contract

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

The bidder grants to Elections Canada the irrevocable option to extend the Term of the Contract by four (4) additional one (1) year period(s) up to and including March 31, 2020 each under the same terms and conditions.

### 1.3.3 Security Requirement

There is a security requirement associated with the requirement. For additional information, consult Part 5 – Security, Financial and other Requirements, and Part 6 – Resulting Contract.

### 1.3.4 Trade Agreements

The requirement is subject to the provisions of the 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](https://buyandsell.gc.ca/for-businesses/for-businesses-guide/register-as-a-supplier) Web site (<https://buyandsell.gc.ca/for-businesses/for-businesses-guide/register-as-a-supplier>). For non-Internet registration, suppliers may contact the InfoLine at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.

### **2.3 Definition of Bidder**

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

### **2.4 Submission of Proposals**

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

2.4.2 It is the bidder’s responsibility to:

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

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



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

- 2.4.4 Proposal will remain open for acceptance for a period of not less than 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 (5) 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 **five (5)** calendar days before the RFP closing date. Elections Canada will have the right to accept or reject any or all suggestions.

## **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

Section II: Financial Proposal - One hard copy

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.

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

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

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

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

request of the Contracting Authority for additional information will also render the proposal non-responsive.

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

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

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

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

### **4.2. Technical Evaluation**

- 4.2.1 Mandatory and point rated technical evaluation criteria are set out in Section [A] and Section [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 204 points overall 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 292 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:

$$\frac{\text{TECHNICAL PROPOSAL SCORE X 60 \%}}{\text{MAXIMUM NUMBER OF POINTS}} + \frac{\text{LOWEST PRICE X 40 \%}}{\text{BIDDER'S PRICE}} = \text{COMBINED EVALUATION SCORE}$$

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 with the best financial score will become the highest ranked bidder and will be considered for the

award of a contract.

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

### **5.1 Security Requirement**

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

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

### **5.2 Financial Capability**

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

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

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

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

### **5.3 Insurance Requirements**

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

### **5.4 Condition of Material**

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



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

## CONTRACT

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

Return one signed copy of the Contract forthwith.

<p><b>Contractor's Name and Address:</b></p> <p>[insert Contractor's LEGAL NAME and ADDRESS at contract award]</p>
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<p><b>Contract No.:</b></p> <p>[insert at contract award]</p>
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<p><b>Title:</b> [insert at contract award]</p>	<p><b>Date of Contract:</b> [insert at contract award]</p>
<p><b>Term of Contract:</b> [insert at contract award]</p>	<p><b>Financial Code:</b> [insert at contract award]</p>
<p><b>Total Estimated Cost (incl. applicable sales tax):</b> [insert at contract award]</p>	<p><b>Applicable sales tax:</b> [insert at contract award]</p>

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

<p><b>IN WITNESS WHEREOF</b>, 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> <hr/> <p>(signature of authorized representative)</p> <hr/> <p>(print name of authorized representative)</p> <hr/> <p>(print title of authorized representative)</p> <p>Date: _____</p>	<p><b>Chief Electoral Officer</b></p> <hr/> <p>(signature of authorized representative)</p> <p>[Insert name of authorized representative]</p> <p>[Insert title of authorized representative]          Procurement and Contracting Services</p> <p>Date: _____</p>

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**ARTICLES OF AGREEMENT**

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**Article 1 Interpretation**

**Section 1.01 Definitions**

1.01.01 In the Contract, unless the context otherwise requires:

“Business Day”	means a day other than a Saturday, Sunday or statutory holiday in the province of Quebec;
“Effective Date”	means the date stated as the “Date of the Contract” on the first page of the Contract;
“General Conditions”	means the general conditions for mixed goods and services or good 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.

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

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

1.01.04 In the Contract, words importing the singular number include the plural and vice versa, and words importing the masculine gender include the feminine gender and the neuter.



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### (a) Priority of Documents

1.01.05 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 A-1 – Work Management Plan (LOE)
  - Appendix A-2 – Work Management Plan (VIC mailing labels)
  - Appendix A-3 – Informational Quality Level Specifications
  - Appendix A-4 – EC Authorized User
  - Appendix A-5 – Certificate of Destruction
  - Appendix A-6 – Shipping Guidelines
3. Annex B – Pricing Table;
4. Annex C – General Conditions;
5. Annex D – Supplemental – Personal Information
6. Annex E – Security Requirements Check List; and
7. the Contractor’s proposal, dated [insert date of proposal at contract award].

### **Article 2 Statement of Work**

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

### **Article 3 Period of Contract**

#### **Section 3.01 Term**

#### **Section 3.01 Term**

3.01.01 The Contract period will be from the Effective Date of the Contract up to and

## ARTICLES OF AGREEMENT

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including 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 **four** additional periods of **one year each** up to and including March 31, 2020 under the same terms and conditions.
- 3.02.02 Elections Canada may exercise these options at any time by sending a written notice to the Contractor at least 15 calendar days before to the Contract expiry date or any extension thereof.
- 3.02.03 The options to extend the term of the Contract may be exercised only by the Contracting Authority.

## Article 4 Authorities

### Section 4.01 Contracting Authority

- 4.01.01 The Contracting Authority for the Contract is:

[insert at contract award]

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

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

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4.02.01 The Technical Authority for the Contract is:

[insert at contract award]

Elections Canada

Tel: 819-

Fax: 819-

E-mail:

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

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

### Article 5 Contractor's Representative

#### Section 5.01 Single Point of Contact

5.01.01 SPOC between the Contractor and Elections Canada is:

**[Note to Bidders]**

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

5.01.02 The SPOC must liaise with the Contracting Authority and the Technical Authority and will be the first point of contact in terms of:

- (a) managing any business issues with the Technical Authority and any Contract issues with the Contracting Authority and, in particular, providing guidance, support and coordination relative to requests;
- (b) managing the day-to-day operational issues and technical requirements and, in particular, providing support and coordination relative to service; and
- (c) meeting, as required, with Elections Canada on issues relating to this Contract, including, without limiting the generality of the foregoing, to review the

## ARTICLES OF AGREEMENT

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performance of the service, suggest improvements and assist in analyzing statistical data.

### **Article 6 Basis of Payment**

#### **Section 6.01 Contract Price**

6.01.01 The Contractor will be paid for the Work in accordance with the Pricing Table.

#### **Section 6.02 Applicable Sales Tax**

6.02.01 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:

- (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

## ARTICLES OF AGREEMENT

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(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.

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

## **ARTICLES OF AGREEMENT**

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documentation identified in Subsection 8.02.02 must be forwarded to the address shown on page 1 of the Contract for certification and payment.

### **Article 9 Elections Canada Facilities and Personnel**

#### **Section 9.01 Access to the Location of the Work**

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

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

9.02.01 Elections Canada's personnel is not automatically at the disposal of the Contractor. The Contractor is responsible for timely identification of the need for access to the referenced personnel.

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

### **Article 10 Security Requirement**

#### **Section 10.01 Security Requirement**

10.01.01 The Contractor personnel requiring access to PROTECTED information, assets or Work site(s) must each hold a valid "Reliability Status," granted or approved by Elections Canada.

10.01.02 The Contractor must comply with the provisions of the:

(a) Security Requirements Check List, attached at Annex E; and

(b) *Industrial Security Manual* (latest edition).

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### Article 11 Insurance

#### Section 11.01 Insurance

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

### Article 12 Applicable Laws

#### Section 12.01 Applicable Laws

**[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.

#### 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

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[http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml), Elections Canada 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 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.



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### 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.

### 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
- 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.

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- 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.



**Annex A**

**Statement of Work**

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**List of Electors (LOE)  
And  
Voter Identification Card (VIC) mailing labels  
printing services**



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## PART I – INTERPRETATION

### 1. DEFINITIONS

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

Alphabetical list	means the list of all the electors sorted by elector last name;
Authentication Factors	Unambiguous identification of users by means of the combination of two or more different components. e.g. user name and password;
Bond Stock	means high quality durable writing paper similar to bank paper but having a weight greater than 50 g/m <sup>2</sup> ;
Business Continuity Plan	means the plans for continuing operations under adverse conditions, which identifies exposure to internal and external threats, synthesizes hard and soft assets and provides processes to prevent and recover from such adverse conditions, and are developed by the Contractor in accordance with Section 5.01.02 and 16.01.02 and attached as part of Appendix A-1 and A-2;
By-Election	means an Electoral Event occurring between General Elections and involving one or more Electoral Districts;
CSEC Standard	means the Communications Security Establishment Canada (CSEC) Approved Cryptographic Algorithms for the Protection of Sensitive Information and for Electronic Authentication and Authorization Applications within GC – ITSA – 11E, which can be accessed through the CSEC website at: <a href="https://www.cse-cst.gc.ca/en/node/227/html/15164">https://www.cse-cst.gc.ca/en/node/227/html/15164</a> ;
Data File	means an electronic copy of a LOE print file regardless of the format and method of storage;
Dropping of Writs	means the legal announcement of an Electoral Event;
EC	means the Office of the Chief Electoral Officer of Canada, commonly known as Elections Canada;
EC Authorized User	means a person listed in Appendix A-4 who is authorized to access the Secure EC Account and transfer the LOE Data File and File Batches to the Secure Server;

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Electoral District	means one of the 338 areas that Canada has been divided into for electoral purposes;
Electoral Event	means a General Election or By-Election;
Electoral List	means a list of all the electors sorted by polling division number within each Electoral District;
File Batch	means an electronic folder with subfolders designated by ED containing PDF print product files;
Final List	means a list of all the electors sorted by polling division number within each Electoral District, similar in content to the preliminary list, but formatted with a different header and typically not printed in conjunction with the preliminary list in support of an Electoral Event, but rather in between elections on an as requested basis;
General Election	means a national Electoral Event involving all 338 Electoral Districts;
LOE	means List of Electors, and there are approximate 25 million registered electors in Canada;
Polling Division	means one of the variable number of areas in which an Electoral District is divided for electoral purposes;
Preliminary List	means the list of all the electors sorted by polling division number and last name (Alpha) within each Electoral District;
Printed Products	means the Preliminary List in polling division, Alphabetical order or Final List and the Voter Information Card mailing labels;
Print Ready Files	PDF (Portable Digital Format) with embedded fonts prepared by EC.
Production Timeframe	means the principal production timeframe for the printing, packing and shipping of the LOEs from day 36 to and including day 28 of the Electoral Calendar;
Secure EC Account	means a distinct and separate account on the Secure Server made available by the Contractor to EC for access by the EC Authorized Users for the secure transfer of the LOE Data File;
Secure Server	means an SFTP or FTP/S server configured and operated by the Contractor in accordance with the CSEC Standard utilised to house the Secure EC Account;
SFTP	means a secure file transfer protocol, an extension of the secure shell network protocol that provides file access, file transfer, and file

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	management functionalities over any reliable data stream;
Skid (Brewery type)	means the description as in Appendix A6 – Guidelines;
Technical Authority(TA)	means EC’s representative that has technical knowledge on the Statement of Work;
Variable Imaging	means on-demand printing in which elements such as text, graphics and images may be changed from one printed piece to the next, without stopping or slowing down the printing process and using information from a database or external file;
VIC Mailing Labels	means labels containing elector addresses affixed to voter information cards (VICs) in Elections Canada field offices. There are approximate 25 million registered electors in Canada;
Work Management Plan	means the work management plan attached as Appendix A-1 or Appendix A-2, which identifies each step required for carrying out the Work in accordance with Part II or Part III of the SOW.

## 2. APPENDICES

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

Appendix A-1	Work Management Plan (LOE)
Appendix A-2	Work Management Plan (VIC mailing labels)
Appendix A-3	Informational Quality Level Specifications
Appendix A-4	EC Authorized User
Appendix A-5	Certificate of Destruction
Appendix A-6	Shipping Guidelines

## 3. BACKGROUND

Elections Canada (EC) is an independent, non-partisan agency that reports directly to the Parliament of Canada. EC is mandated conduct federal general elections, by elections and referendums, administer the political financing provisions of the Canada Elections Act, monitor compliance and enforce electoral legislation.

To fulfill the above mandate, EC maintains the List of Electors (names and addresses of electors), and Voter Identification Card mailing labels and during an Electoral Event (General Election, By-Election, or referendum), and makes those lists and labels available to key stakeholders in print format.

#### 4. REQUIREMENT DESCRIPTION

EC has a requirement to print copies of the LOE's and VIC mailing labels for both General Elections and By-Elections. A General election and By-Elections announcement stipulating a vote in 36 days (minimum) can be made with no warning and the LOE's and VIC mailing labels must be printed, packaged and shipped such that the last package arrives at its destination within five calendar days from the day the work started. The Contractor must meet this service time requirement, with adequate excess capacity to meet their day-to-day commitments and ensure a large margin of redundancy to deal with delays caused by equipment problems or other delays. Further, given the tight timeframe and importance of high quality output products, the Contractor's methodology and proximity regarding transfer of the files and return of the Press Proofs to EC in Gatineau must be such that the Contractor can respect the overall five calendar day service time.

The 338 ED's based on the provinces and regions are as follows:

British Columbia (42)  
Alberta (34)  
Saskatchewan (14)  
Manitoba (14)  
Ontario (121)  
Northwest Territories (1)  
Yukon (1)  
Newfoundland and Labrador (7)  
Prince Edward Island (4)  
New Brunswick (10)  
Nova Scotia (11)  
Quebec (78)  
Nunavut (1)

## PART II – SERVICES FOR LIST OF ELECTORS

### 5. WORK MANAGEMENT

#### 5.01 Work Management Plan

5.01.01 The Contractor must prepare a Work Management Plan for LOE's which must clearly describe how the Contractor will manage the logistics for the successful delivery of the Work, in terms of the implementation and support of the printing services as described in Part II of the SOW.

5.01.02 The Work Management Plan must address the following matters:

- (a) a work administration strategy, identifying:
  - (i) the deliverables and timelines to successfully perform the Work, without limiting the generality of the foregoing, how the Contractor will manage the availability of its resources (e.g. employees, management, subcontractors, etc.)
- (b) the logistics for performance of File Transfer, preparation and production including:
  - (i) the methodology, techniques and tools used to receive, verify the usability of, prepare and process the Print Files and the return of the printed proofs to EC;
  - (ii) a schedule detailing the time required for the transfer of the files, file verification, file processing for reproduction, proofing and delivery of proofs; and
  - (iii) the procedures for communicating issues, pertaining to file verification and file preparation.
- (c) a quality assurance and risk management strategy, identifying:
  - (i) the quality assurance and risk management methodologies related to the delivery of the Work, without limiting the generality of the foregoing, including the methodologies, techniques and tools to minimize quality issues;
  - (ii) the quality assurance procedures used to ensure the accuracy of the packaging, labelling and preparation for distribution of the Printed Products (lists);
  - (iii) the complete municipal address(es) of each of the Contractor's production facilities that will be used to complete any part of the Work and a Business Continuity Plan for such production facilities; and
  - (iv) any threats that could interrupt production and mitigation strategies and estimated timeframe for resuming production in each of the following areas:
    - a) facility
    - b) personnel



c) production

- 5.01.03 If changes are required to the Work Management Plan as a result of the kick off meeting or other meetings as described in Section 6, the Contractor must revise the Work Management Plan to reflect such changes and submit the revised version to the Technical Authority for approval within seven calendar days of such meeting.
- 5.01.04 The Work must be carried out in a manner that complies with the approved Work Management Plan.

## 6. MEETINGS

### 6.01 Kick Off Meeting

- 6.01.01 Within ten business Days from the Contract award date, EC will call a kick off meeting at a location determined by EC. The agenda for the kick off meeting will be set by EC. The kick off meeting will include a site visit of the Contractor's production facilities in order to review the Work Management Plan. The Single Point Of Contact and the Technical Authority will attend the kick off meeting. EC will have the right to have other persons attend the kick off meeting.

### 6.02 Other Meetings

- 6.02.01 EC will have the right to schedule additional meetings via conference call or in person to address issues. EC reserves the right to have other persons attend the meetings.

## 7. LOE SPECIFICATIONS

### 7.01 LOE Printing and Paper Specifications

- 7.01.01 The Contractor must print the LOE at 400 dots per inch or higher.
- 7.01.02 The paper to be used for the printing the lists of electors must be a bond stock, white, 40M and suitable for variable imaging.

### 7.02 LOE Finishing

- 7.02.01 All of the Printed Products (LOEs) must be printed on one side of the sheet only. The Contractor must ensure that all LOEs are trimmed to the specified size of 8.5" X 11".

### 7.03 Printing Quality Levels

- 7.03.01 The Contractor must adhere to the criteria for the print quality level of LOEs set-out in Appendix A-3 Informational Quality Level Specifications.

## 8. FILE TRANSFER AND PROCESSING

### 8.01 Information Technology and Information Management Infrastructure

- 8.01.01 The Contractor must configure all information technology and/or information management infrastructure (hardware and software), including but not limited to the Secure Server, that is created, utilised and/or maintained by it to receive and electronically store the LOE File Batches, in compliance with the Security Requirements found at Annex "E" of the Contract and the CSEC Standard.
- 8.01.02 The Contractor must create, utilise and maintain a Secure EC Account on the Secure Server operated by the Contractor solely for the receipt and electronic storage of the LOE File Batch transferred to it by EC Authorized Users separate from any of the Contractor's other clients.
- 8.01.03 Delivery of the files on DVD-ROM or other physical media will be used as a contingency.
- 8.01.04 Within ten business Days from the Contract award date, the Contractor must assign and provide distinct Authentication Factors for each EC Authorized User. Prior to accessing the Secure EC Account on the Secure Server, each EC Authorized Users will perform Authentication using the Authentication Factors.
- 8.01.05 EC will notify the Contractor in writing (via email) of any changes to the list of EC Authorized Users. Within two (2) business Days following receipt of such notice, the Contractor must deliver a written acknowledgement (via email) of receipt to EC. Upon delivery of such written acknowledgement, the list of EC Authorized Users at Appendix A-4 will be deemed amended by EC

### 8.02 File Batch Processing

- 8.02.01 Upon notice by the Contractor in writing (via email) to the Technical Authority with the success return code for a File Batch transfer, and no later than two hours following such notice, the Contractor must begin processing the LOE Data Files.
- 8.02.02 Upon the successful completion of processing of a File Batch, and no later than two hours after completion of the processing of a File Batch, the Contractor must notify the Technical Authority in writing (via email).
- 8.02.03 No later than 24 hours following notice by the Contractor to the Technical Authority that processing of a File Batch has been successful in accordance with 6.02.02, the Contractor must commence printing of the File Batch and notify EC TA at the same time.
- 8.02.04 The Contractor must complete and submit the Certification of Destruction, Appendix A-5 to the EC's Technical Authority after the completion of the printing services for LOE's.

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## 9. MANDATORY PRODUCTION REQUIREMENTS FOR LIST OF ELECTORS

### 9.01 Various Types of List of Electors

#### 9.01.01 Preliminary List

One copy of the Preliminary List per Electoral District prior to Electoral Event must be printed in black, single sided, in portrait page layout on 8.5"X 11" paper and is to have a maximum of 40 electors per page.

#### 9.01.02 Alphabetical List

One copy of Alphabetical List per Electoral District prior to Electoral Event must to be printed in black, in landscape page layout on 8.5" X 11" paper and is to have a maximum of 30 electors per page.

#### 9.01.03 Final List

The Final List of Electors is the same as the Preliminary List, only with different header information and typically not printed in conjunction with the Preliminary, and Alphabetical. If requested by the Technical Authority, this list for all Electoral Districts must be printed at the end of the Electoral Event.

### 9.02 Production Requirements

#### 9.02.01 For General Elections:

When a General Election is announced, the Contractor must print the Preliminary list and the Alphabetical list for all Electoral Districts. In case the printing is delayed due to unavoidable reasons, upon approval from EC Technical Authority, the Preliminary List must be printed first followed by the alphabetical list. The hardcopy Preliminary List has the greatest time sensitivity, so the Contractor must ensure that the printing of the Preliminary List of Electors begins within two calendar days from the dropping of writs and followed by the alphabetical list. All printing must be complete and product ready to ship within 5 calendar days of the drop of the writ.

#### 9.02.02 For By-Elections

When a By-Election is announced, the Contractor must print the Preliminary List only for the Electoral District for which the By-Election is called. While the number of By-Elections varies every year, and there may not be any in a given year, historically there have been two to five By-Elections each year with a possibility of as many as 10.

#### 9.02.03 Remote Electoral Districts

Certain Electoral Districts are difficult to reach by mail requiring five (5) to seven (7) business days. In order to meet delivery constraints, EC may ask the Contractor to print the products for these districts prior to the formal call of an Electoral Event.

Remote EDs:

- i) 10004 Labrador;
- ii) 46010 Selkirk—Interlake—Eastman;
- iii) 47003 Desnethé—Missinippi—Churchill River;

- iv) 60001 Yukon;
- v) 61001 Western Arctic; and
- vi) 62001 Nunavut

9.03 Press Proofs

9.03.01 For General Elections, within 24 hours from the receipt of this request the Contractor must supply EC with press proofs consisting of one (1) English and one (1) French Electoral District chosen by EC. For By-Elections with a single or small number of Electoral Districts, both languages may not be available and the final print product may constitute the proof.

9.03.02 Should the EC Representatives determine, in their sole discretion, that the copies of the Printed Products meet the LOE Specifications, the EC Representatives will inform the Contractor who must continue and complete the print run of Printed Products.

9.03.03 Should the EC Representatives determine, in their sole discretion, that the copies of the Printed Products do not meet Appendix A-3 Informational Quality Level Specifications they will identify the deficiencies to the Contractor who must immediately take any measures necessary, at their own expense, to address the deficiencies identified by the EC Representatives before proceeding with the print run of products.

9.04 Production Reporting

9.04.02 The Contractor at the end of each day during the Production Timeframe must generate a production report in MS Excel format and email it to the Technical Authority. This production report must include the following:

1. Printed products;
  - 1.1 corresponding Electoral Districts.
2. Shipped products;
  - 2.1 corresponding Electoral Districts; and
  - 2.2 corresponding tracking number.

9.05 Additional Printing Requirements

9.05.02 Throughout the year, EC will create sets of Print Ready Files and will make these files available to the Contractor so that printing of the product may commence as soon as an Electoral Event is called.

9.06 Quality Assurance

9.06.02 The Contractor must verify for all Printed Products (LOEs) that the quality standards meet Appendix A-3 Informational Quality Level Specifications and that the Printed Product is free of errors.

9.06.03 The Contractor must permit free access to its establishments and those of its subcontractors to authorized representatives of EC, as necessary, for EC resources to provide its own quality assurance in addition to the Contractor's quality control process.

## 10. PACKAGING

### 10.01 Packaging of the Printed Products

10.01.01 All printed LOE must be bound by Electoral District, shrink-wrapped and boxed. When each box is full, the box is closed, sealed and placed on a skid (Brewery type) see Appendix A-6 Shipping Guidelines. Each box must be clearly labelled on two sides for identification, tracking and shipping purposes as per the Identification and Tracking Labels, see Appendix A-6 Shipping Guidelines.

10.01.02 All boxes for a single Electoral District must have the Identification and Tracking Labels that must indicate the following:

- i. Electoral District name;
- ii. Electoral District code;
- iii. description of contents (e.g. Preliminary List);
- iv. box "x of y"; and
- v. production date.

10.01.03 All boxes for each Electoral District must be adjacent to each other on the skids, with the shipping labels clearly visible on each box. Each skid is to be numbered and labelled with the Electoral District Code provided by Elections Canada. A packing list must accompany each skid to indicate the following contents:

- i. Electoral District name;
- ii. Electoral District code;
- iii. description of skid contents:
  - a) Preliminary List: X Boxes;
  - b) Alpha list: Y Boxes; and
  - c) Final list: Z Boxes;
- iv. production date.

## 11. SHIPPING

11.01 The Contractor must package the Printed Products in conformance to the packaging requirement as per Section 10 of the SOW for shipping to the appropriate destination, via courier/carrier as selected by EC.

11.02 All orders placed by EC must be packaged, such that the first Printed Product lot must be ready for shipment within two calendar days of the notification from the EC's TA and the last Printed Product lot must be ready for shipment within five calendar days of the notification from EC's TA. To expedite the process, each package of Printed Products per skid must be sent as soon as it is ready, rather than waiting until the entirety of the Printed Product work is completed.

11.03 For any Electoral Event, a third party (EC's identified courier/carrier) will be responsible for picking up the Printed Products from the Contractor's site and shipping to the identified address(es) for that event.

11.04 Shipping of Printed Products For General Elections only:

11.04.01 In the event of a General Election, EC will provide the Contractor with addresses for each returning office as these become available to EC. The Contractor will affix a mailing label for the returning office to each box of product for that Electoral District. The Contractor must affix a Delivery Alert label and conform to Canada Post bilingual addressing guidelines as per Appendix A-6 (Shipping Guidelines).

11.05 Shipping of Printed Products For By Elections only:

11.05.01 Small print jobs comprising one (1) to four (4) Electoral Districts must be delivered to the following location:

Elections Canada Headquarters  
30 Victoria Street  
Gatineau, Quebec  
K1A 0M6

11.05.02 Large print jobs comprising 4 to 10 Electoral Districts must be delivered to the following location:

Elections Canada Distribution Centre  
440 Coventry Road  
Ottawa, Ontario  
K1A 0M6

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**PART III – SERVICES FOR VOTING INFORMATION CARD (VIC) MAILING LABELS (OPTIONAL REQUIREMENT)**

**16. WORK MANAGEMENT**

16.01 Work Management Plan

16.01.01 The Contractor must prepare a Work Management Plan for VIC mailing labels which must clearly describe how the Contractor will manage the logistics for the successful delivery of the Work, particularly in implementation and support of the services as described in Part III of the SOW.

16.01.02 The Work Management Plan must address the following matters:

(a) a work administration strategy, identifying:

- (i) the deliverables and timelines (as well as the total lead time when the optional requirement is exercised) to successfully perform the Work, without limiting the generality of the foregoing, how the Contractor will manage the availability of its resources (e.g. employees, management, subcontractors, etc.).

(b) the logistics for performance of File Transfer, preparation and production including:

- (i) the methodology, techniques and tools used to receive, verify the usability of, prepare and process the Print Files and the return of the printed proofs to EC;
- (ii) a schedule detailing the time required for the transfer of the files, file verification, file processing for reproduction, proofing and delivery of proofs; and
- (iii) the procedures for communicating issues, pertaining to file verification and file preparation.

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

- (i) the quality assurance and risk management methodologies related to the delivery of the Work, without limiting the generality of the foregoing, including the methodologies, techniques and tools to minimize quality issues;
- (ii) the quality assurance procedures used to ensure the accuracy of the packaging, labelling and preparation for distribution of the Printed Products (labels);
- (iii) the complete municipal address(es) of each of the Contractor's production facilities that will be used to complete any part of the Work and a Business Continuity Plan for such production facilities; and
- (iv) any threats that could interrupt production and mitigation strategies and estimated timeframe for resuming production in each of the following areas:

- a) facility;

- b) personnel; and
- c) production.

- 16.01.03 If changes are required to the Work Management Plan as a result of the kick off meeting or other meetings as described in Section 17, the Contractor must revise the Work Management Plan to reflect such changes and submit the revised version to the Technical Authority for approval within seven calendar days of such meeting.
- 16.01.04 The Work must be carried out in a manner that complies with the approved Work Management Plan.

## 17. MEETINGS

### 17.01 Kick Off Meeting

- 17.01.01 When the optional requirement is exercised, EC will call a kick off meeting at a location determined by EC. The agenda for the kick off meeting will be set by EC. The kick off meeting will include a site visit of the Contractor's production facilities in order to review the Work Management Plan. The Single Point of Contact and the Technical Authority will attend the kick off meeting. EC will have the right to have other persons attend the kick off meeting.

### 17.02 Other Meetings

- 17.02.01 EC will have the right to schedule additional meetings via conference call or in person to address issues. EC reserves the right to have other persons attend the meetings.

## 18. VIC MAILING LABELS SPECIFICATIONS

### 18.01 VIC Printing and Paper Specifications

- 18.01.01 The Contractor must print the VIC at 400 dots per inch or higher.
- 18.01.02 All of the VIC mailing labels must be printed on one side of the sheet only. The Contractor must ensure that all labels are 4 1/8" x 1 3/4" (10.5 cm x 4.5 cm) and provided on 8.5" X 14" sheets and is to have a maximum of 16 labels per page.

### 18.02 Printing Quality Levels and Storage

- 18.02.01 The Contractor must adhere to the criteria for the print quality level of VICs set-out in Appendix A-3, Informational Quality Level Specifications.
- 18.02.02 The Contractor may be required to acquire and store the label stock in an environment with temperature and humidity controls, at levels recommended by the label manufacturers. The Contractor will be solely responsible for the printability and final adhesion of labels to the cards for all labels taken from storage in their facility.



## 19. FILE TRANSFER AND PROCESSING

### 19.01 Information Technology and Information Management Infrastructure

- 19.01.01 The Contractor must configure all information technology and/or information management infrastructure (hardware and software), including but not limited to the Secure Server, that is created, utilised and/or maintained by it to receive and electronically store the VIC mailing labels File Batches, in compliance with the Security Requirements found at Annex "E" Security requirement Check List (SRCL) of the Contract and the CSEC Standard.
- 19.01.02 The Contractor must create, utilise and maintain a Secure EC Account on the Secure Server operated by the Contractor solely for the receipt and electronic storage of the VIC mailing labels File Batch transferred to it by EC Authorized Users separate from any of the Contractor's other clients.
- 19.01.03 Delivery of the files on DVD-ROM or other physical media will be used as a contingency.
- 19.01.04 Within ten business Days from the date the Option period gets exercised, the Contractor must assign and provide distinct Authentication Factors to each EC Authorized User. Prior to accessing the Secure EC Account on the Secure Server, each EC Authorized Users will perform Authentication using the Authentication Factors.
- 19.01.05 EC will notify the Contractor in writing of any changes to the list of EC Authorized Users. Within two (2) business Days following receipt of such notice, the Contractor must deliver a written acknowledgement of receipt to EC. Upon delivery of such written acknowledgement, the list of EC Authorized Users at Appendix A-4 will be deemed amended by EC.

### 19.02 File Batch Processing

- 19.02.01 Upon notice by the Contractor in writing (via email) to the Technical Authority with the success return code for a File Batch transfer, and no later than two hours following such notice, the Contractor must begin processing the VIC Data Files.
- 19.02.02 Upon the successful completion of processing of a File Batch, and no later than two (2) hours after completion of the processing of a File Batch, the Contractor must notify the Technical Authority in writing (via email).
- 19.02.03 No later than 24 hours following notice by the Contractor to the Technical Authority that processing of a File Batch has been successful in accordance with 14.02.02, the Contractor must commence printing of the File Batch and notify EC TA at the same time.
- 19.02.04 The Contractor must complete and submit the Certification of Destruction, Appendix A-5 to the EC's Technical Authority after the completion of the printing services for VIC mailing labels.

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## 20. MANDATORY PRODUCTION REQUIREMENTS

When the option period gets exercised at the discretion of EC, one VIC mailing label per elector must be printed as per the VIC mailing label printed specifications. There are approximately 25 million registered electors in Canada.

### 20.01 Production Requirements

#### 20.01.01 For General Elections:

When a General-Election is announced and at the discretion of EC, the Contractor must print the VIC mailing labels for all Electoral District.

#### 20.01.02 For By-Elections

When a By-Election is announced, at the discretion of EC, the Contractor must print the VIC mailing labels only for the Electoral District for which the By-Election is called. While the number of By-Elections varies every year, and there may not be any in a given year, historically there have been two (2) to five (5) By-Elections each year with a possibility of as many as 10.

#### 20.01.03 Remote Electoral Districts for General and By-Elections

Certain Electoral Districts are difficult to reach by mail requiring five (5) to seven (7) business days. In order to meet delivery constraints, EC may ask the Contractor to print the VIC mailing labels for these districts prior to the formal call of an Electoral Event.

##### **Remote EDs:**

- i) 10004 Labrador;
- ii) 46010 Selkirk—Interlake—Eastman;
- iii) 47003 Desnethé—Missinippi—Churchill River;
- iv) 60001 Yukon;
- v) 61001 Western Arctic; and
- vi) 62001 Nunavut

### 20.02 Press proofs

20.02.01 Within 24 hours from the receipt of this request the Contractor must supply EC with press proofs consisting of one (1) English and one (1) French Electoral District chosen by EC. For By-Elections with a single or small number of Electoral Districts, both languages may not be available and the final print product may constitute the proof.

20.02.02 Should the EC Representatives determine, in their sole discretion, that the copies of the Printed Products meet the VIC mailing labels specifications, the EC Representatives will inform the Contractor who must continue and complete the print run of Printed Products.

20.02.03 Should the EC Representatives determine, in their sole discretion, that the copies of the Printed Products do not meet the Appendix A-3 Informational Quality Level Specifications they will identify the deficiencies to the Contractor who must immediately take any measures necessary, at

their own expense, to address the deficiencies identified by the EC Representatives before proceeding with the print run of products.

20.03 Production Reporting

20.03.01 The Contractor at the end of each day during the Production Timeframe must generate a production report in MS Excel format and email it to the Technical Authority. This production report must include the following:

1. Printed products;
  - 1.1 corresponding Electoral Districts.
2. Shipped products;
  - 2.1 corresponding Electoral Districts; and
  - 2.2 corresponding tracking number.

20.04 Additional Printing Requirements

20.04.01 Throughout the year, EC will create sets of Print Ready files and will make these files available to the Contractor so that printing of the product may commence as soon as an Electoral Event is called.

20.05 Quality Assurance

20.05.01 The Contractor must verify for all Printed Products that the quality standards were met as per Appendix A-3 Informational Quality Level Specifications and that the print- is free of errors.

20.05.02 The Contractor must permit free access to its establishments and those of its subcontractors to authorized representatives of EC, as necessary, for EC resources to provide its own quality assurance in addition to the Contractor's quality control process.

## 21. PACKAGING

21.01 Packaging of the Printed Products

21.01.01 All printed VIC mailing labels must be bound by Electoral District, shrink-wrapped and boxed. When each box is full, the box is closed, sealed and placed on a skid (Brewery type) Appendix A-6 Shipping Guidelines. Each box must be clearly labelled on two sides for identification, tracking and shipping purposes as per the Identification and Tracking labels, see Appendix A-6 Shipping Guidelines.

21.01.02 All boxes for a single Electoral District must have labels that indicate the following:

- i. Electoral District name,
- ii. Electoral District code,
- iii. description of contents (e.g. Preliminary List),
- iv. box "x of y", and
- v. production date.

- 21.01.03 All boxes for each Electoral District must be adjacent to each other on the skids, with the shipping labels clearly visible on each box. Each skid is to be numbered and labelled with the Electoral District Code provided by Elections Canada. A packing list must accompany each skid to indicate the following contents:
- vi. Electoral District name,
  - vii. Electoral District code,
  - viii. description of skid contents:
    - a) Labels: Z Boxes
  - ix. production date.

## 22. SHIPPING

- 22.01 The Contractor must package the Printed Products in conformance to the packaging requirement as per Section 21 of the SOW for shipping to the appropriate destination, via courier/carrier as selected by EC.
- 22.02 All orders placed by EC must be packaged, such that the first printed product lot must be ready for shipment within two calendar days of the notification from EC's TA and the last printed product lot must be ready for shipment within five calendar days of the notification from EC's TA. To expedite the process, each package of Printed Products per skid must be sent as soon as it is ready, rather than waiting until the entirety of the printed product work is completed.
- 22.03 For any Electoral Event, a third party (EC's identified courier/carrier) will be responsible for picking up the Printed Products from the Contractor's site and shipping to the identified address(es) for that event.
- 22.04 Shipping of Printed Products For General Elections only:
- 22.04.01 In the event of a General Election, EC will provide the Contractor with addresses for each returning office as these become available to EC. The Contractor will affix a mailing label for the returning office to each box of product for that Electoral District. The Contractor must affix a delivery alert label and conform to Canada Post bilingual addressing guidelines as per Appendix A-6 (Shipping Guidelines).
- 22.05 Shipping of Printed Products For By Elections only:
- 22.05.01 Small print jobs comprising 1 to 4 Electoral Districts must be delivered to the following location:  
Elections Canada Headquarters  
30 Victoria Street  
Gatineau, Quebec  
K1A 0M6
- 22.05.02 Large print jobs comprising 4 to 10 Electoral Districts must be delivered to the following location:  
Elections Canada Distribution Centre

440 Coventry Road  
Ottawa, Ontario  
K1A 0M6

**Appendix A-1 - Work Management Plan (LOE)**

**[Note to Bidders – to be inserted at Contract Award]**

**Appendix A-2 - Work Management Plan (VIC Mailing Labels - Optional Requirement)**

**[Note to Bidders – to be inserted at Contract Award]**

**Appendix A-3 - Informational Quality Level Specifications**

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

**1. Detail Requirements**

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



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

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

**2. General Attributes**

**2.1 Protective Varnish or Coating**

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

**2.2 Moiré**

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

**2.3 Image Graininess**

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

**2.4 Halftone Mottle**

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

**3. Evaluation Methods**

**3.1 Solids (Black)**

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

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

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

**3.2 Solids (Color)**

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

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

3.3 Color Match

This test procedure is for use only with solid spot color and not for tints or process color. Measurements are made using a CIE response, three filters, and colorimeter with a D65 illuminate. Measurements are made on samples of the printed solid and on an approved color swatch. The measured results are expressed in CIE LAB coordinates: L\*, a\*, b\*. The total color difference between the printed and specified color is calculated from the following formula:

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

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

3.4 Ink Gloss

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

3.5 Register

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

3.6 Hickies

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

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

\* = Hicky count per area.

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

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

### 3.7 Skew

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

### 3.8 Trim

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

### 3.9 Halftone Reproduction

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

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

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

#### (b) From supplied halftone film

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

### 3.10 Extraneous Marks

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

### 3.11 Rub-Resistance of Printed Image

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

### 3.12 Image Positioning

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

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

The type print contrast signal, i.e. density, is measured with a microdensitometer.

Measurements are made on type throughout the job lot and the average PCS is calculated. The PCS of any area shall not vary from the average PCS by more than the specified amounts.

### 3.14 Stroke Width

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

### 3.15 Plugging

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

### 3.16 Doubling

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

### 3.17 Voids

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

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

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

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

**Appendix A-4 - EC Authorized Users**

**[Note to Bidders – to be inserted at Contract Award]**

**Elections Canada Authorized Users**

Name  
Title  
Field Readiness Event Management  
Elections Canada  
Telephone: 819-939-  
E-mail Address: @elections.ca

Name  
Title  
Field Readiness Event Management  
Elections Canada  
Telephone: 819-939-  
E-mail Address: @elections.ca

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**Appendix A-5 - Certificate of Destruction**

TO: EC TECHNICAL AUTHORITY

FROM: [NOTE: Name of Contractor to be inserted at Contract Award] (“Contractor”)

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

Description of information/records destroyed:

Date information/records were destroyed:

Method used to destroy the information/records:

Location where the information/records were destroyed:

Name of the individual who destroyed the information/records:

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

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

Original: Send to ELECTIONS CANADA  
Copy: Signatory of Certificate

## Appendix A-6 – Shipping Guidelines

### 1. Canada Post Alert Label

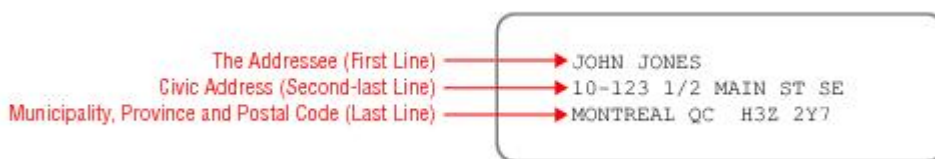


### 2. Identification and Tracking Labels

Clearly identify each box as to content in a minimum 20 pt type size. **Note:** Labeling of items going to the Distribution Centre must be exactly as indicated. If not, they will not be accepted.

**Label on Boxes:**  
**EC 50285 (11/2014)**  
Magnifier / Loupe  
Qty/Qté – XXX

### 3. Canada Post Bilingual Mailing Address Guidelines



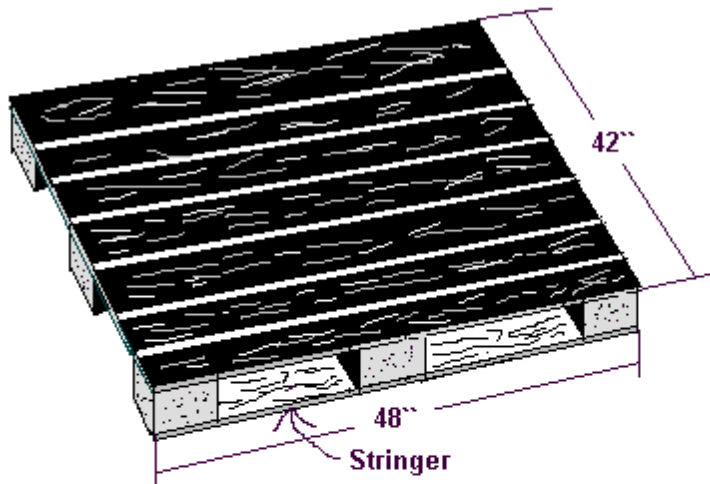




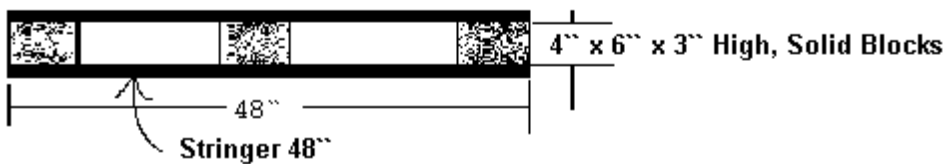
#### 4. Skids Brewery type skid

4 way entry type, 48" wide by 42" deep, 3 stringers with three blocks, each running 48" long.

1. **NOTE:** Items shipped to the Distribution Centre not on requested skids will not be accepted upon delivery:



Stringer - SOLID BLOCKS - 4" X 6" X 3" High



**Annex B - Pricing Table**

The Contractor will be paid firm all-inclusive costs in Canadian funds; applicable sale tax extra for the provision of services outlined in Annex A - Statement of Work.

1. The initial Term for the printing production of LOE will be based on the payment schedule identified in Table A.

**TABLE A – FIRM ALL-INCLUSIVE COSTS (INITIAL TERM)**

A	B	D	E	F
Item	Description	Firm Price	Quantity (approximate number of sheets)	Extended Price (D X E)
A1.	Preliminary LOE-Production of printed list for a single ED.	\$ _____/sheet	<b>1850</b>	\$ _____
A2.	Preliminary LOE-Production of printed lists for all EDs.	\$ _____/M sheets	<b>625,000</b>	\$ _____
A3.	Alphabetical LOE-Production of printed list for a single ED.	\$ _____/sheet	<b>2465</b>	\$ _____
A4.	Alphabetical LOE-Production of printed lists for all EDs	\$ _____/M sheets	<b>834,000</b>	\$ _____
A5.	Final LOE -Production of printed list for a single ED	\$ _____/sheet	<b>1850</b>	\$ _____
A6.	Final LOE-Production of printed lists for all EDs	\$ _____/M sheets	<b>625,300</b>	\$ _____
A7.	Additional printing of LOE from print ready files per ED.	\$ _____/sheet	<b>2500</b>	\$ _____
<b>Total Extended Firm Price for Table A: A1+A2+A3+A4+A5+A6+A7 (Excluding Applicable Sales Tax)</b>				<b>[INSERT AT CONTRACT AWARD]</b>

**UP TO A MAXIMUM OF \$ [insert total amount at Contract award]**

**(applicable sale tax extra)**

All payments are subject to a government audit

2. The optional requirement for the printing production VIC mailing labels will be based on the payment schedule identified in Table B and C.

**TABLE B – FIRM ALL-INCLUSIVE COSTS (OPTIONAL REQUIREMENT – VIC MAILING LABELS)**

A	B	D	E	F
Item	Description	Firm Price (per sheet)	Quantity (approximate number of sheets)	Extended Price (D X E)
B1.	Production of VIC mailing labels for a single ED	\$ _____/sheet	<b>4620</b>	\$ _____
B2.	Production of VIC mailing labels for all ED's	\$ _____/M sheets	<b>1,562,500</b>	\$ _____
B3.	Additional printing of LOE from print ready files per ED.	\$ _____/sheet	<b>3500</b>	\$ _____
<b>Total Extended Firm Price for Table B : B1+B2 +B3 (Excluding Applicable Sales Tax)</b>				<b>\$ [INSERT AT CONTRACT AWARD]</b>

**TABLE C – FIRM ALL-INCLUSIVE COSTS (OPTIONAL REQUIREMENT – VIC MAILING LABELS)**

A	B	D
Item	Description	Firm Price (per skid)
C1.	Monthly rate for storing VIC mailing label stock per skid.	\$ _____
<b>Total Extended Firm Price for table C : C1 (Excluding Applicable Sales Tax)</b>		<b>\$ [INSERT AT CONTRACT AWARD]</b>

3. The Option Period One for the printing production of LOE will be based on the payment schedule identified in Table D.

**TABLE D – FIRM ALL-INCLUSIVE COSTS (OPTION PERIOD ONE - APRIL 01, 2016 TO MARCH 31, 2017)**

A Item	B Description	D Firm Price	E Quantity (approximate number of sheets)	F Extended Price (D X E)
D1.	Preliminary LOE-Production of printed list for a single ED.	\$ _____/sheet	<b>1850</b>	\$ _____
D2.	Preliminary LOE-Production of printed lists for all EDs.	\$ _____/M sheets	<b>625,000</b>	\$ _____
D3.	Alphabetical LOE-Production of printed list for a single ED.	\$ _____/sheet	<b>2465</b>	\$ _____
D4.	Alphabetical LOE-Production of printed lists for all EDs	\$ _____/M sheets	<b>834,000</b>	\$ _____
D5.	Final LOE -Production of printed list for a single ED	\$ _____/sheet	<b>1850</b>	\$ _____
D6.	Final LOE-Production of printed lists for all EDs	\$ _____/M sheets	<b>625,300</b>	\$ _____
D7.	Additional printing of LOE from print ready files per ED.	\$ _____/sheet	<b>2500</b>	\$ _____
<b>Total Extended Firm Price for Table D : D1+D2+D3+D4+D5+D6+D7 (Excluding Applicable Sales Tax)</b>				<b>\$ [INSERT AT CONTRACT AWARD]</b>

4. The Option Period One for optional requirement of the printing production VIC mailing labels will be based on the payment schedule identified in Table E and F.

**TABLE E – FIRM ALL-INCLUSIVE COSTS (OPTION PERIOD ONE, APRIL 01, 2016- MARCH 31, 2017 -OPTIONAL REQUIREMENT FOR VIC MAILING LABELS)**

A	B	D	E	F
Item	Description	Firm Price (per sheet)	Quantity (approximate number of sheets)	Extended Price (D X E)
E1.	Production of VIC mailing labels for a single ED	\$ _____/sheet	<b>4620</b>	\$ _____
E2.	Production of VIC mailing labels for all ED's	\$ _____/M sheets	<b>1,562,500</b>	\$ _____
E3.	Additional printing of LOE from print ready files per ED.	\$ _____/sheet	<b>3500</b>	\$ _____
<b>Total Extended Firm Price for Table E : E1+E2 +E3 (Excluding Applicable Sales Tax)</b>				<b>\$ [INSERT AT CONTRACT AWARD]</b>

**TABLE F – FIRM ALL-INCLUSIVE COSTS (OPTION PERIOD ONE, APRIL 01, 2016- MARCH 31, 2017 -OPTIONAL REQUIREMENT FOR VIC MAILING LABELS)**

A	B	D
Item	Description	Firm Price (per skid)
F1.	Monthly rate for storing VIC mailing label stock per skid.	\$ _____
<b>Total Extended Firm Price for table F : F1 (Excluding Applicable Sales Tax)</b>		<b>\$ [INSERT AT CONTRACT AWARD]</b>

- The Option Period Two for the printing production of LOE will be based on the payment schedule identified in Table G.

**TABLE G – FIRM ALL-INCLUSIVE COSTS (OPTION PERIOD TWO, APRIL 01, 2017 TO MARCH 31, 2018)**

A	B	D	E	F
Item	Description	Firm Price	Quantity (approximate number of sheets)	Extended Price (D X E)
G1.	Preliminary LOE-Production of printed list for a single ED.	\$ _____/sheet	<b>1850</b>	\$ _____
G2.	Preliminary LOE-Production of printed lists for all EDs.	\$ _____/M sheets	<b>625,000</b>	\$ _____
G3.	Alphabetical LOE-Production of printed list for a single ED.	\$ _____/sheet	<b>2465</b>	\$ _____
G4.	Alphabetical LOE-Production of printed lists for all EDs	\$ _____/M sheets	<b>834,000</b>	\$ _____
G5.	Final LOE -Production of printed list for a single ED	\$ _____/sheet	<b>1850</b>	\$ _____
G6.	Final LOE-Production of printed lists for all EDs	\$ _____/M sheets	<b>625,300</b>	\$ _____
G7.	Additional printing of LOE from print ready files per ED.	\$ _____/sheet	<b>2500</b>	\$ _____
<b>Total Extended Firm Price for Table G : G1+G2+G3+G4+G5+G6+G7 (Excluding Applicable Sales Tax)</b>				<b>\$ [INSERT AT CONTRACT AWARD]</b>

6. The Option Period Two for optional requirement of the printing production VIC mailing labels will be based on the payment schedule identified in Table H and I.

**TABLE H – FIRM ALL-INCLUSIVE COSTS (OPTION PERIOD TWO, APRIL 01, 2017- MARCH 31, 2018 -OPTIONAL REQUIREMENT FOR VIC MAILING LABELS)**

A	B	D	E	F
---	---	---	---	---

Item	Description	Firm Price (per sheet)	Quantity (approximate number of sheets)	Extended Price (D X E)
H1.	Production of VIC mailing labels for a single ED	\$ _____/sheet	<b>4620</b>	\$ _____
H2.	Production of VIC mailing labels for all ED's	\$ _____/M sheets	<b>1,562,500</b>	\$ _____
H3.	Additional printing of LOE from print ready files per ED.	\$ _____/sheet	<b>3500</b>	\$ _____
<b>Total Extended Firm Price for Table H : H1+H2 +H3 (Excluding Applicable Sales Tax)</b>				<b>\$ [INSERT AT CONTRACT AWARD]</b>

**TABLE I – FIRM ALL-INCLUSIVE COSTS (OPTION PERIOD TWO, APRIL 01, 2017- MARCH 31, 2018 -OPTIONAL REQUIREMENT FOR VIC MAILING LABELS)**

A	B	D
Item	Description	Firm Price (per skid)
I1.	Monthly rate for storing VIC mailing label stock per skid.	\$ _____
<b>Total Extended Firm Price for table I : I1 (Excluding Applicable Sales Tax)</b>		<b>\$ [INSERT AT CONTRACT AWARD]</b>

7. The Option Period Three for the printing production of LOE will be based on the payment schedule identified in Table J.

**TABLE J – FIRM ALL-INCLUSIVE COSTS (OPTION PERIOD THREE, APRIL 01, 2018 TO MARCH 31, 2019)**

A	B	D	E	F
---	---	---	---	---

Item	Description	Firm Price	Quantity (approximate number of sheets)	Extended Price (D X E)
J1.	Preliminary LOE-Production of printed list for a single ED.	\$ _____/sheet	<b>1850</b>	\$ _____
J2.	Preliminary LOE-Production of printed lists for all EDs.	\$ _____/M sheets	<b>625,000</b>	\$ _____
J3.	Alphabetical LOE-Production of printed list for a single ED.	\$ _____/sheet	<b>2465</b>	\$ _____
J4.	Alphabetical LOE-Production of printed lists for all EDs	\$ _____/M sheets	<b>834,000</b>	\$ _____
J5.	Final LOE -Production of printed list for a single ED	\$ _____/sheet	<b>1850</b>	\$ _____
J6.	Final LOE-Production of printed lists for all EDs	\$ _____/M sheets	<b>625,300</b>	\$ _____
J7.	Additional printing of LOE from print ready files per ED.	\$ _____/sheet	<b>2500</b>	\$ _____
<b>Total Extended Firm Price for Table J : J1+J2+J3+J4+J5+J6+J7 (Excluding Applicable Sales Tax)</b>				<b>\$ [INSERT AT CONTRACT AWARD]</b>

8. The Option Period Three for optional requirement of the printing production VIC mailing labels will be based on the payment schedule identified in Table K and L.

**TABLE K – FIRM ALL-INCLUSIVE COSTS (OPTION PERIOD THREE, APRIL 01, 2018- MARCH 31, 2019 -OPTIONAL REQUIREMENT FOR VIC MAILING LABELS)**

A	B	D	E	F
Item	Description	Firm Price (per sheet)	Quantity (approximate number of sheets)	Extended Price (D X E)



K1.	Production of VIC mailing labels for a single ED	\$ _____/sheet	<b>4620</b>	\$ _____
K2.	Production of VIC mailing labels for all ED's	\$ _____/M sheets	<b>1,562,500</b>	\$ _____
K3.	Additional printing of LOE from print ready files per ED.	\$ _____/sheet	<b>3500</b>	\$ _____
<b>Total Extended Firm Price for Table K : K1+K2 +K3 (Excluding Applicable Sales Tax)</b>				<b>\$ [INSERT AT CONTRACT AWARD]</b>

**TABLE L – FIRM ALL-INCLUSIVE COSTS (OPTION PERIOD THREE, APRIL 01, 2018- MARCH 31, 2019 -OPTIONAL REQUIREMENT FOR VIC MAILING LABELS)**

A	B	D
Item	Description	Firm Price (per skid)
L1.	Monthly rate for storing VIC mailing label stock per skid.	\$ _____
<b>Total Extended Firm Price for table L : L1 (Excluding Applicable Sales Tax)</b>		<b>\$ [INSERT AT CONTRACT AWARD]</b>

9. The Option Period Four for the printing production of LOE will be based on the payment schedule identified in Table M.

**TABLE M – FIRM ALL-INCLUSIVE COSTS (OPTION PERIOD FOUR, APRIL 01, 2019 TO MARCH 31, 2020)**

A	B	D	E	F
Item	Description	Firm Price	Quantity (approximate number of sheets)	Extended Price (D X E)
	Preliminary LOE-Production	\$ _____/sheet	<b>1850</b>	\$ _____

M1.	of printed list for a single ED.			
M2.	Preliminary LOE-Production of printed lists for all EDs.	\$ _____/M sheets	<b>625,000</b>	\$ _____
M3.	Alphabetical LOE-Production of printed list for a single ED.	\$ _____/sheet	<b>2465</b>	\$ _____
M4.	Alphabetical LOE-Production of printed lists for all EDs	\$ _____/M sheets	<b>834,000</b>	\$ _____
M5.	Final LOE -Production of printed list for a single ED	\$ _____/sheet	<b>1850</b>	\$ _____
M6.	Final LOE-Production of printed lists for all EDs	\$ _____/M sheets	<b>625,300</b>	\$ _____
M7.	Additional printing of LOE from print ready files per ED.	\$ _____/sheet	<b>2500</b>	\$ _____
<b>Total Extended Firm Price for Table M : M1+M2+M3+M4+M5+M6+M7 (Excluding Applicable Sales Tax)</b>				<b>\$ [INSERT AT CONTRACT AWARD]</b>

11. The Option Period Four for the optional requirement of printing production VIC mailing labels will be based on the payment schedule identified in Table N and O.

**TABLE N – FIRM ALL-INCLUSIVE COSTS (OPTION PERIOD FOUR, APRIL 01, 2019- MARCH 31, 2020 -OPTIONAL REQUIREMENT FOR VIC MAILING LABELS)**

A	B	D	E	F
Item	Description	Firm Price (per sheet)	Quantity (approximate number of sheets)	Extended Price (D X E)
N1.	Production of VIC mailing labels for a single ED	\$ _____/sheet	<b>4620</b>	\$ _____
N2.	Production of VIC mailing labels for all ED's	\$ _____/M sheets	<b>1,562,500</b>	\$ _____

N3.	Additional printing of LOE from print ready files per ED.	\$ _____/sheet	3500	\$ _____
<b>Total Extended Firm Price for Table N : N1+N2 +N3 (Excluding Applicable Sales Tax)</b>				<b>\$ [INSERT AT CONTRACT AWARD]</b>

**TABLE O – FIRM ALL-INCLUSIVE COSTS (OPTION PERIOD FOUR, APRIL 01, 2019- MARCH 31, 2020 -OPTIONAL REQUIREMENT FOR VIC MAILING LABELS)**

A	B	D
Item	Description	Firm Price (per skid)
O1.	Monthly rate for storing VIC mailing label stock per skid.	\$ _____
<b>Total Extended Firm Price for table O : O1 (Excluding Applicable Sales Tax)</b>		<b>\$ [INSERT AT CONTRACT AWARD]</b>

**Annex C**  
**General Conditions**  
***Goods and Services***

**Article 1 Interpretation**

**Section 1.01 Definitions**

1.01.01 In the Contract, unless the context otherwise requires:

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

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

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

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

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

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

### **Section 1.04 Severability**

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

### **Section 1.05 Entire Agreement**

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

## Article 2 Conduct of the Work

### Section 2.01 Representation and Warranties

2.01.01 The Contractor represents and warrants that:

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

2.01.02 The Contractor must:

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

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

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

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

## Article 3 Work

### Section 3.01 Specification

- 3.01.01 All Specifications provided by Elections Canada or on behalf of Elections Canada to the Contractor in connection with the Contract belong to Elections Canada and must be used by the Contractor only for the purpose of performing the Work.
- 3.01.02 If the Contract provides that Specifications furnished by the Contractor must be approved by Elections Canada, that approval will not relieve the Contractor of its responsibility to meet all requirements of the Contract.

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

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

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

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

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

- 3.04.01 All the Work is subject to inspection and acceptance by Elections Canada. Inspection and acceptance of the Work by Elections Canada do not relieve the Contractor of its responsibility for defects or other failures to meet the requirements of the Contract. Elections Canada will have the right to reject any Work that is not in accordance with the requirements of the Contract and require its correction or replacement at the Contractor's expense.
- 3.04.02 The Contractor must provide representatives of Elections Canada access to all locations where any part of the Work is being performed at any time during working hours. Representatives of Elections Canada may make examinations and such tests of the Work as they may think fit. The Contractor must provide all assistance and facilities, test pieces, samples and documentation that the representatives of Elections Canada may reasonably require for the carrying out of the inspection. The Contractor must forward such test pieces and samples to such person or location as Elections Canada specifies.
- 3.04.03 The Contractor must inspect and approve any part of the Work before submitting it for acceptance or delivering it to Elections Canada. The Contractor must keep accurate and complete inspection records that must be made available to Elections Canada on request. Representatives of Elections Canada may make copies and take extracts of the records during the performance of the Contract and for up to three years after the end of the Contract.

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

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

## **Article 4 Subcontracts**

### **Section 4.01 Consent**

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



- (c) with respect to goods or part thereof to be delivered as part of the work, subcontract any part or parts of the Work to one or more subcontracts up to a total value of 40 percent of the Contract Price; and;
- (d) permit its subcontractors at any tier to make purchases or subcontract as permitted in Paragraphs (a) and (b).

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

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

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

#### **Section 5.01 No Tolerance**

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

### **Article 6 Payment**

#### **Section 6.01 Invoice Submission**

- 6.01.01 Invoices must be submitted in the Contractor's name. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.
- 6.01.02 Invoices must show:

- (a) the date, the name and address of Elections Canada, item or reference numbers,

deliverable and/or description of the Work, contract number, Procurement Business Number (PBN), the Contractor's business number for tax remission purposes, and financial code(s);

- (b) details of expenditures in accordance with the basis of payment provision in the Articles of Agreement, exclusive of applicable sales tax (such as item, quantity, unit of issue, unit price, fixed time labour rates and level of effort, subcontracts, as applicable);
- (c) deduction for holdback, if applicable;
- (d) the extension of the totals, if applicable; and
- (e) if applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.

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

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

### **Section 6.02 Payment Period**

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

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

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

Where a delay referred to in Article 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 Article 18. Section 6.04 shall not apply to any amount withheld under this Subsection.

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

6.04.01 For the purpose of this Section:

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

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

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

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

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

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

## **Article 7 Accounts and Audit**

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

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

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

- 7.01.03 Unless Elections Canada has consented in writing to its disposal, the Contractor must retain all the information described in this Article for six years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Elections Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Elections Canada may from time to time require to perform a complete audit of the Contract.
- 7.01.04 The amount claimed under the Contract, calculated in accordance with the basis of payment provision in the Articles of Agreement, is subject to audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Elections Canada. Elections Canada may hold back, deduct and set off any credits owing and unpaid under this Article from any money that Elections Canada owes to the Contractor at any time (including under other contracts). If Elections Canada does not choose to exercise this right at any given time, Elections Canada does not lose this right.

## **Article 8 Taxes**

### **Section 8.01 Municipal Taxes**

Municipal Taxes do not apply.

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

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

included in the purchasing document.

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

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

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

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

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

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

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

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

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

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

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

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

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

## **Article 9 Transportation**

### **Section 9.01 Transportation Costs**

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

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

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

## **Article 10 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 any supplemental general conditions that form part of the Contract. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.



## Article 15 Confidentiality

### Section 15.01 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 necessary to perform the subcontract as long as the subcontractor agrees to keep such EC Information confidential and that it will be used only to perform the subcontract.
- 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 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 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.

- 18.01.02 Within 15 Business Days of an Excusable Delay, the Contractor must:
- (a) provide written notice to the Contracting Authority of all the circumstances relating to such Excusable Delay; and
  - (b) provide for approval to the Contracting Authority within 15 Business Days a clear work around plan explaining in detail the steps that the Contractor proposes to take in order to minimize the impact of the event causing the delay.
- 18.01.03 Any delivery date or other date that is directly affected by an Excusable Delay will be postponed for a reasonable time that will not exceed the duration of the Excusable Delay.
- 18.01.04 However, if an Excusable Delay has continued for 30 calendar days or more, the Contracting Authority may, by giving notice in writing to the Contractor, terminate the Contract. In such a case, the Parties agree that neither will make any claim against the other for damages, costs, expected profits or any other loss arising out of the termination or the event that contributed to the Excusable Delay. The Contractor agrees to repay immediately to Elections Canada the portion of any advance payment that is unliquidated at the date of the termination.
- 18.01.05 Unless Elections Canada has caused the delay by failing to meet an obligation under the Contract, Elections Canada will not be responsible for any costs incurred by the Contractor or any of its subcontractors or agents as a result of an Excusable Delay.
- 18.01.06 If the Contract is terminated under this Article, the Contracting Authority may require the Contractor to deliver to Elections Canada, in the manner and to the extent directed by the Contracting Authority, any completed parts of the Work not delivered and accepted before the termination and anything that the Contractor has acquired or produced specifically to perform the Contract. Elections Canada will pay the Contractor:
- (a) the value, of all completed parts of the Work delivered to and accepted by Elections Canada, based on the Contract Price, including the proportionate part of the Contractor’s profit or fee included in the Contract Price; and
  - (b) the Cost to the Contractor that Elections Canada considers reasonable in respect of anything else delivered to and accepted by Elections Canada.

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

## **Article 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 calendar days. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so. While such an order is in effect, the Contractor must not remove any part of the Work from any premises without first obtaining the written consent of the Contracting Authority. Within these 180 calendar days, the Contracting Authority must either cancel the order or terminate the Contract, in whole or in part, under Article 20 or Article 21.
- 19.01.02 The Contracting Authority may, whether in the notice of the order or during the 180 calendar 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 Article. The Contractor will be liable to Elections Canada for all losses and damages suffered by Elections Canada because of the default or occurrence upon which the notice was based, including any increase in the cost incurred by Elections Canada in procuring the Work from another source. The Contractor agrees to repay immediately to Elections Canada the portion of any advance payment that is unliquidated at the date of the termination.

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

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

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

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.

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

20.01.06 If the Contract is terminated for default under Subsection 20.01.01, but it is later determined that grounds did not exist for a termination for default, the notice will be considered a notice of termination for convenience issued under Subsection 21.01.01.

## **Article 21 Termination for Convenience**

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

21.01.02 If a termination notice is given pursuant to Subsection 21.01.01, the Contractor will be entitled to be paid, for costs that have been reasonably and properly incurred to perform the Contract to the extent that the Contractor has not already been paid or reimbursed by Elections Canada. The Contractor will be paid:

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

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

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

#### **Article 22 Assignment**

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

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

#### **Article 23 Right of Set-Off**

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



may be retained by Elections Canada.

## **Article 24 Amendments and Waivers**

### **Section 24.01 Amendment**

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

### **Section 24.02 Waiver**

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

## **Article 25 Codes**

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

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

### **Section 25.02 Code of Conduct for Procurement**

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

## **Article 26 No Bribe or Conflict**

### **Section 26.01 No Bribe**

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

administration of the Contract.

### **Section 26.02 No Conflict of Interest**

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

### **Article 27 Contingency Fees**

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

### **Article 28 International Sanctions**

- 28.01.01 Persons in Canada, and Canadians outside of Canada, are bound by economic sanctions imposed by Canada. As a result, Elections Canada cannot accept delivery of goods or

services that originate, either directly or indirectly, from the countries or persons subject to economic sanctions.

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

### **Article 29 Notice**

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

### **Article 30 Survival**

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

### **Article 31 Governing Law**

#### **Section 31.01 Compliance with Applicable Laws**

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

### **Article 32 Successor and Assigns**

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

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

**Article 1 Interpretation**

1.01.01 In the Contract, unless the context otherwise requires,

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

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

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

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

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

**Article 2 - Ownership of Personal Information and Records**

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

**Article 3 - Use of Personal Information**

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

**Article 4 - Collection of Personal Information**

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

the Work. The Contractor must collect the Personal Information from the individual to whom it relates and the Contractor must inform that individual (at or before the time when it collects the Personal Information) of the following:

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

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

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

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

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

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

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

## **Article 6 - Safeguarding Personal Information**

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

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

#### **Article 7 - Appointment of Privacy Officer**

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

#### **Article 8 - Quarterly Reporting Obligations**

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

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

#### **Article 9 - Threat and Risk Assessment**

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

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



- (h) an explanation of any new measures the Contractor intends to implement to safeguard the Personal Information and the Records.

#### **Article 10 - Audit**

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

#### **Article 11 - Statutory Obligations**

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

#### **Article 12 - Disposing of Records and Returning Records to Elections Canada**

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

#### **Article 13 - Legal Requirement to Disclose Personal Information**

Before disclosing any of the Personal Information pursuant to any applicable legislation, regulation, or an order of any court, tribunal or administrative body with jurisdiction, the Contractor must

immediately notify the Contracting Authority, in order to provide the Contracting Authority with an opportunity to participate in any relevant proceedings.

#### **Article 14 - Complaints**

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

#### **Article 15 - Exception**

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



Contract Number / Numéro du contrat
Security Classification / Classification de sécurité

**SECURITY REQUIREMENTS CHECK LIST (SRCL)  
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)**

**PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE**

1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine <b>Elections Canada</b>	2. Branch or Directorate / Direction générale ou Direction <b>Field Readiness &amp; Event Management</b>
--	---

3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant
--	---

4. Brief Description of Work / Brève description du travail  
 Elections Canada has a requirement to print the Preliminary List of Electors at the beginning of the event. This is done by an external contractor.  
 The contractor subsequently ships the PLE to each of the 338 electoral districts across the country in the early days of a General Election or by-election.

5. a) Will the supplier require access to Controlled Goods?  
 Le fournisseur aura-t-il accès à des marchandises contrôlées?  No / Non  Yes / Oui

5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations?  
 Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?  No / Non  Yes / Oui

6. Indicate the type of access required / Indiquer le type d'accès requis

6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets?  
 Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS?  
 (Specify the level of access using the chart in Question 7. c)  
 (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)  No / Non  Yes / Oui

6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted.  
 Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.  No / Non  Yes / Oui

6. c) Is this a commercial courier or delivery requirement with no overnight storage?  
 S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?  No / Non  Yes / Oui

7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès

Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
--	--------------------------------------	---

7. b) Release restrictions / Restrictions relatives à la diffusion

No release restrictions Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays:	Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays:	Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays:

7. c) Level of information / Niveau d'information

PROTECTED A PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>
PROTECTED B PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>
SECRET SECRET <input type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET SECRET <input type="checkbox"/>
TOP SECRET TRÈS SECRET <input type="checkbox"/>		TOP SECRET TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>

Security Classification / Classification de sécurité
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Contract Number / Numéro du contrat
Security Classification / Classification de sécurité

PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  No  Yes  
 Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?  Non  Oui  
 If Yes, indicate the level of sensitivity:  
 Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?  No  Yes  
 Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?  Non  Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :  
 Document Number / Numéro du document :

PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET
<input type="checkbox"/> TOP SECRET-SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS			

Special comments:  
 Commentaires spéciaux : \_\_\_\_\_

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.  
 REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?  No  Yes  
 Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?  Non  Oui  
 If Yes, will unscreened personnel be escorted?  No  Yes  
 Dans l'affirmative, le personnel en question sera-t-il escorté?  Non  Oui

PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?  No  Yes  
 Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?  Non  Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?  No  Yes  
 Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?  Non  Oui

**PRODUCTION**

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?  No  Yes  
 Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?  Non  Oui

**INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)**

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?  No  Yes  
 Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?  Non  Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?  No  Yes  
 Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?  Non  Oui

Security Classification / Classification de sécurité
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Contract Number / Numéro du contrat
Security Classification / Classification de sécurité

**PART C - (continued) / PARTIE C - (suite)**

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui remplissent le formulaire **manuellement** doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form **online** (via the Internet), the summary chart is automatically populated by your responses to previous questions.

Dans le cas des utilisateurs qui remplissent le formulaire **en ligne** (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

Category / Catégorie	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL	SECRET	TOP SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COSMIC TOP SECRET	PROTECTED / PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET
				CONFIDENTIEL		TRÈS SECRET	NATO DIFFUSION RESTREINTE	NATO CONFIDENTIEL		COSMIC COSMIC TRÈS SECRET	A	B	C	CONFIDENTIEL		TRÈS SECRET
Information / Assets / Renseignements / Biens / Production		✓														
IT Media / Support TI																
IT Link / Lien électronique																

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

No / Non  Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?  
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

No / Non  Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



Contract Number / Numéro du contrat
Security Classification / Classification de sécurité

**PART D - AUTHORIZATION / PARTIE D - AUTORISATION**

<b>13. Organization Project Authority / Chargé de projet de l'organisme</b>			
Name (print) - Nom (en lettres moulées) Danielle Duquette		Title - Titre Assistant Director, Electoral Preparedness	Signature <i>Danielle Duquette</i>
Telephone No. - N° de téléphone 819-939-1623	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel danielle.duquette@elections.ca	Date February 10, 2015
<b>14. Organization Security Authority / Responsable de la sécurité de l'organisme</b>			
Name (print) - Nom (en lettres moulées) Bill Duval		Title - Titre P.S.O	Signature <i>Bill Duval</i>
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date 13 Feb 2015
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
<b>16. Procurement Officer / Agent d'approvisionnement</b>			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
<b>17. Contracting Security Authority / Autorité contractante en matière de sécurité</b>			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date



**List of Electors (LOE) and  
Voter Identification Card (VIC) mailing labels  
printing services**

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**Part 7  
Technical Evaluation Criteria**



## CONTENTS

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As stipulated in Section 3.2 of the RFP, the technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Elections Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the topic has already been addressed.

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

### **M1 Printing Service Experience**

1. Bidders must provide one (1) set of sample in collated 400 dots per inch, or higher, black & white reproductions of the preliminary electoral list and VIC mailing labels for the representative test Portable Document Format (PDF) files provided by Elections Canada. The samples must meet or exceed the print quality as of documents that Elections Canada currently sends to the Electoral Districts.

The test printouts, both electoral lists and labels will be evaluated for print quality as per Appendix A-3, Informational Quality Level Specifications of Annex A, Statement of Work (SOW). Additionally, the labels must meet the following requirements:

- a) no glue seepage around label edges;
  - b) no curling of label sheets;
  - c) no separation of labels from sheets;
  - d) labels separate from backing sheets and adhere properly when applied to test cards;
  - e) ink/toner adheres securely to labels;
  - f) printed image sequence is as supplied by EC; and
  - g) print quality good (no broken or plugged type, no type or background smudging names and address positioned correctly on label).
2. As well as providing the samples, the Bidder must provide written certification, signed by an authorized representative of the firm, that the sample reproductions were performed on the equipment which would be used for actual production, with settings configured in the same manner as they would be to meet Elections Canada's full-scale requirement (printing all electoral districts within five calendar (5) days).

### **Material Supplied for Bidder's Proposal**

Bidders must send request by email to the EC's Contracting Authority to provide digital copies in PDF of the same representative electronic data consisting of the equivalent of approximately 1,600 electors as well as one hundred blank sheets (16 labels per sheet) of VIC mailing label stock to all bidders. The PDF files and VIC mailing label sheets will be sent by courier by the Contracting Authority.

The files provided are in “print ready” format. For Bidders to demonstrate their ability to print Elections Canada PDF files, the test files are provided in the same output format that Elections Canada Systems will use.

**Requests for the print files must be submitted in writing to the EC’s Contracting Authority no later than five (5) working days before the bid closing date.**

#### **M2 Work Management Plan (LOE)**

The Bidder must provide with its proposal, a Work Management Plan for List of Electors which must be prepared in accordance with Part II of the SOW. The Bidder must complete each section of the template in sufficient details to allow an understanding of the Bidder’s approach and methodology. The Work Management Plan will be further assessed in the rated criterion R1.

#### **M3 Work Management Plan (VIC mailing labels)**

The Bidder must provide with its proposal, a Work Management Plan for VIC mailing labels which must be prepared in accordance with Part III of the SOW. The Bidder must complete each section of the template in sufficient details to allow an understanding of the Bidder’s approach and methodology. The Work Management Plan will be further assessed in the rated criterion R1.

#### **M4 Security Requirements**

Bidders must have and supply proof of the necessary security level from the Canadian Industrial Security Division (CISD). Bidders must hold a valid Designated Organization Screening (DOS) with approved Document Safeguarding at the level of PROTECTED B issued by the Canadian Industrial Security Directorate. The personnel requiring access to PROTECTED information, assets or work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the Canadian Industrial Security Directorate (CISD). Bidder must agree to complete and submit the Certification of Destruction (see Appendix A-5 of the SOW) after the completion of printing services.

**SECTION B – RATED EVALUATION CRITERIA**

**R1 Work Management Plan (LOE)**

**Maximum Points: 112**

The Work Management Plan submitted will be rated as follows:

SOW Reference Section	Elements/Sub-elements	Points per Sub-element
5.	<p><b>R1.1 – Work Administration Strategy</b>                      The Bidder should describe:</p> <ul style="list-style-type: none"> <li>i. how they will meet the deliverables and timelines to successfully perform the Work;</li> <li>ii. how they will manage the availability of its resources;</li> <li>iii. how they will receive and ensure usability of the Print Files and return the printed product to EC;</li> <li>iv. a schedule for the time required for the transfer of the files, file verification, file processing for reproduction, proofing and delivery of proofs; and</li> <li>v. the procedures for communicating issues pertaining to file verification and file preparation.</li> </ul>	<p>0,2,4,8                      0,2,4,8                      0,2,4,8                      0,2,4,8                      0,2,4,8</p>
	<b>Sub-total [5 sub-elements]:</b>	<b>40</b>
5.	<p><b>R1.2 – Quality Assurance</b>                      The bidder should describe:</p> <ul style="list-style-type: none"> <li>i. how they will meet the quality assurance and risk management methodologies related to the delivery of the Work;</li> <li>ii. how they will meet the quality assurance procedures used to ensure the accuracy of the packaging, labelling and preparation for distribution of the printed products;</li> <li>iii. the complete municipal address(es) of each of the Contractor’s production facilities that will be used to complete any part of the Work and a Business Continuity Plan for such production facilities; and</li> <li>iv. a strategy for managing any threats that could interrupt production and mitigation strategies and estimated timeframe for resuming production in each of the following areas:                             <ul style="list-style-type: none"> <li>a) facility</li> <li>b) personnel</li> <li>c) production</li> </ul> </li> </ul>	<p>0,2,4,8                      0,2,4,8                      0,2,4,8                      0,2,4,8</p>
	<b>Sub-total [4 sub-elements]:</b>	<b>32</b>
8.	<p><b>R1.3 – File Transfer and Processing</b>                      The Bidder will describe:</p> <ul style="list-style-type: none"> <li>i. how they will provide a secure server to receive and store the Print Files;</li> <li>ii. how they will provide secure access to that server for EC</li> </ul>	<p>0,2,4,8</p>

	Authorized Users separate from the bidder's other clients.	0,2,4,8
	<b>Sub-total [2 sub-elements]:</b>	<b>16</b>
<b>10.</b>	<p><b>R1.4 – Packaging and Labeling</b></p> <p>The Bidder will describe how they will meet the packaging and labeling requirements for:</p> <ul style="list-style-type: none"> <li>i. the individual boxes of printed product; and</li> <li>ii. the skid of boxes for each Electoral District.</li> </ul>	0,2,4,8 0,2,4,8
	<b>Sub-total [2 sub-elements]:</b>	<b>16</b>
<b>11.</b>	<p><b>R1.5 – Shipping</b></p> <p>The Bidder will describe how they will meet the packaging requirements such that:</p> <ul style="list-style-type: none"> <li>i. all orders placed by EC must be packaged and ready for pickup within five calendar days from the day the work started.</li> </ul>	0,2,4,8
	<b>Sub-total (1 sub-element):</b>	<b>8</b>
	<b>Total Points:</b>	<b>112</b>

**R2 Work Management Plan (VIC mailing labels)**

**Maximum Points: 112**

The Work Management Plan submitted will be rated as follows:

SOW Ref.	Elements/Sub-elements	Points per Sub-element
16.	<p><b>R2.1 – Work Administration Strategy</b>                      The Bidder should describe:</p> <ul style="list-style-type: none"> <li>i. how they will meet the deliverables and timelines to successfully perform the Work;</li> <li>ii. how they will manage the availability of its resources;</li> <li>iii. how they will receive and ensure usability of the Print Files and return the printed product to EC;</li> <li>iv. a schedule for the time required for the transfer of the files, file verification, file processing for reproduction, proofing and delivery of proofs; and</li> <li>v. the procedures for communicating issues pertaining to file verification and file preparation.</li> </ul>	<p>0,2,4,8                      0,2,4,8                      0,2,4,8                      0,2,4,8                      0,2,4,8</p>
	<b>Sub-total [5 sub-elements]:</b>	<b>40</b>
16.	<p><b>R2.2 – Quality Assurance</b>                      The bidder should describe:</p> <ul style="list-style-type: none"> <li>i. how they will meet the quality assurance and risk management methodologies related to the delivery of the Work;</li> <li>ii. how they will meet the quality assurance procedures used to ensure the accuracy of the packaging, labelling and preparation for distribution of the printed products;</li> <li>iii. the complete municipal address(es) of each of the Contractor’s production facilities that will be used to complete any part of the Work and a Business Continuity Plan for such production facilities; and</li> <li>iv. a strategy for managing any threats that could interrupt production and mitigation strategies and estimated timeframe for resuming production in each of the following areas:                             <ul style="list-style-type: none"> <li>d) facility</li> <li>e) personnel</li> <li>f) production</li> </ul> </li> </ul>	<p>0,2,4,8                      0,2,4,8                      0,2,4,8                      0,2,4,8</p>
	<b>Sub-total [4 sub-elements]:</b>	<b>32</b>
19.	<p><b>R2.3 – File Transfer and Processing</b>                      The Bidder should describe:</p> <ul style="list-style-type: none"> <li>i. how they will provide a secure server to receive and store the VIC mailing labels files;</li> <li>ii. how they will provide secure access to that server for EC</li> </ul>	<p>0,2,4,8                      0,2,4,8</p>

	Authorized Users separate from the bidder’s other clients.	
	<b>Sub-total [2 sub-elements]:</b>	<b>16</b>
<b>21.</b>	<p><b>R2.4 – Packaging and Labeling</b></p> <p>The Bidder should describe how they will meet the packaging and labeling requirements for:</p> <ul style="list-style-type: none"> <li>i. the individual boxes of printed product; and</li> <li>ii. the skid of boxes for each Electoral District.</li> </ul>	<p>0,2,4,8</p> <p>0,2,4,8</p>
	<b>Sub-total [2 sub-elements]:</b>	<b>16</b>
<b>22.</b>	<p><b>R2.5 – Shipping</b></p> <p>The Bidder will describe how they will meet the packaging requirements such that:</p> <ul style="list-style-type: none"> <li>i. all orders placed by EC must be packaged and ready for pickup within five calendar days from the day the work started.</li> </ul>	<p>0,2,4,8</p>
	<b>Sub-total (1 sub-element):</b>	<b>8</b>
	<b>Total Points:</b>	<b>112</b>

**R3 Production Capability**

**Maximum Points: 60**

SOW Ref.	Elements/Sub-elements	Points per Sub-element
	<p><b>R3.1 – Production Location(s)</b>                      The Bidder should demonstrate their capability to complete the requirement in the SOW within a five calendar day period. The Bidder, in its response, at a minimum, should provide the following information:</p> <ul style="list-style-type: none"> <li>i. the address(es) of all facilities where the work will be completed.</li> </ul> <p><b>R3.2 – Production Facilities and Hardware (LOE)</b>                      The Bidder should provide the following information for each facility identified for the LOE:</p> <ul style="list-style-type: none"> <li>i. printer type*<sup>1</sup>;</li> <li>ii. hourly output of List of Electors from identified printers;</li> <li>iii. total number of identified printers in facility;</li> <li>iv. identified printers in facility assigned to LOE requirement;</li> <li>v. total daily output of identified printers assigned to LOE requirement to meet requirement;</li> <li>vi. number of hours used to calculate total daily output of identified printers assigned to LOE requirement;</li> <li>vii. downtime included in calculating the number of hours used to calculate total daily output of identified printers.</li> </ul> <p><b>R3.3 - Production Facilities and Hardware (VIC mailing labels)</b>                      The Bidder should provide the following information for each facility identified for the VIC Mailing Labels:</p> <ul style="list-style-type: none"> <li>i. printer type;</li> <li>ii. hourly Output of VIC Mailing Labels from identified printers;</li> <li>iii. total number of identified printers in facility;</li> <li>iv. identified printers in facility assigned to VIC Mailing Labels requirement;</li> <li>v. total daily output of identified printers assigned to VIC Mailing Labels requirement;</li> <li>vi. number of hours used to calculate total daily output of identified printers assigned to VIC Mailing Labels requirement;</li> <li>vii. downtime included in calculating the number of hours used to calculate total daily output of identified printers.</li> </ul>	<p style="text-align: center;">0,4</p> <p style="text-align: center;">0,2,4 0, 4 0, 4 0,2,4 0***<sup>1</sup>,2**<sup>1</sup>,4*<sup>1</sup> 0***<sup>2</sup>,2**<sup>2</sup>,4*<sup>2</sup> 0***<sup>3</sup>,2**<sup>3</sup>,4*<sup>3</sup></p> <p style="text-align: center;">0,2,4 0, 4 0, 4 0,2,4 0***<sup>1</sup>,2**<sup>1</sup>,4*<sup>1</sup> 0***<sup>2</sup>,2**<sup>2</sup>,4*<sup>2</sup> 0***<sup>3</sup>,2**<sup>3</sup>,4*<sup>3</sup></p>
	<b>Sub-total [15 sub-elements]:</b>	<b>60</b>

**R4 Business Continuity Plan**

**Maximum points: 8**

SOW Ref.	Elements/Sub-elements	Points per Sub-element
	<p>Bidders will provide a Business Continuity Plan (BCP) for all operations required to complete the production and distribution of the List of Electors and (VIC) Mailing Labels.</p> <p>Bidders should provide the relevant Business Continuity information for each facility identified in their proposal.</p> <p>The BCP should identified the threats, in each section, that could interrupt production of the Elections Canada requirement:</p> <p>1. the Bidder’s mitigation strategy and an estimated timeframe for resuming production in each of the following areas:</p> <ul style="list-style-type: none"> <li>i. Facility</li> <li>ii. Personnel</li> <li>iii. Production</li> </ul>	0,2,4,8
	<b>Sub-total [4 sub-elements]:</b>	<b>8</b>

**Rating Guide**

**Rating Guide for R1, R2 and R4**

1. The Bidder’s Work Plan fully demonstrates an excellent understanding of the requirement. The description addresses all aspects of the sub-element in depth, is feasible, outlines all critical success factors, risks and constraints, and aligns with the SOW.  
 = maximum points
2. The Bidder’s Work Plan demonstrates a thorough understanding of the requirement. The description addresses all aspects of the sub-element but has minor variation issues in regard to depth, feasibility, critical success factors, risks, constraints, and/or alignment with the SOW.  
 = second highest point value.
3. The Bidder’s Work Plan demonstrates a limited understanding of the requirement. The description fails to address one or more aspects of the sub-element, or has significant variations in regard to depth, feasibility, critical success factors, risks, constraints, and/or alignment with the SOW.  
 = lowest point value
4. The Bidder’s Work Plan demonstrates an inadequate understanding of the requirement. The description fails to address one or more aspects of the sub-element, or has major variations in regard to depth, feasibility, critical success factors, risks, constraints, and/or alignment with the SOW.  
 = zero points



### Rating Guide

#### For R3.1, R3.2 ii, iii and R3.3 ii, iii

1. The bidder has provided all the information relevant to the stated criteria.  
= maximum points.
2. The bidder did not provide the information relevant to the stated criteria.  
= zero points.

#### For R3.2 i, iv, v, vi, vii and R3.3 i, iv, v, vi, vii

1. The bidder has provided all the information relevant to the stated criteria.  
= maximum points.  
\*<sup>1</sup>for R3.2 v & R3.3 v - the bidder has demonstrated to meet the requirement in less than five calendar days.  
\*\*<sup>2</sup>for R3.2 vi & R3.3 vi - the bidder has demonstrated the number of hours is less than 18.  
\*\*<sup>3</sup>for R3.2 vii & R3.3 vii - the bidder has demonstrated the downtime is 1% - 5%.
2. The bidder has provided some information relevant to the stated criteria.  
= second highest value.  
\*\*<sup>1</sup> for R3.2 v & – R3.3 v the bidder has demonstrated to meet the requirement in five calendar days.  
\*\*<sup>2</sup> for R3.2vi & R3.3vi - the bidder has demonstrated the number of hours is 24 hours.  
\*\*<sup>3</sup> for R3.2vii & R3.3vii - the bidder has demonstrated the downtime is more than 5%.
3. The bidder did not provide the information relevant to the stated criteria.  
= zero points.  
\*\*\*<sup>1</sup>for R3.2 v & – R3.3 v the bidder did not demonstrate to meet the requirement in five calendar days.  
\*\*\*<sup>2</sup>for R3.2 vi & R3.3 vi – the bidder did not demonstrate the number of hours is 24 hours or less.  
\*\*\*<sup>3</sup>for R3.2 vii & R3.3 vii – the bidder did not demonstrate any downtime.



**List of Electors (LOE) and  
Voter Identification Card (VIC) mailing labels  
printing services**

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**Part 8  
Financial Evaluation Criteria**



**FIRM UNIT PRICE**

In the tables below, the Bidder must quote a firm price, F.O.B Origin for the completion of all the services as defined in Annex A – Statement of Work. The firm prices quoted by the Bidder must be in Canadian dollars and exclude all applicable sales tax. Pricing provided should include, but not limited to production costs for Preliminary List of Electors, Alphabetical List of Electors, Final List of Electors, Voter Identification Cards mailing labels and any additional printing requirements etc. and any costs to subcontractors and any other expenses due to the fulfillment of the Contract.

The Contractor will not be paid over time if the printing services for LOE or VIC mailing labels fall on weekends or statutory holidays.

All estimated usages are included for evaluation purposes only and do not represent a commitment on behalf of Elections Canada. (M = Million)

1. The initial Term for the printing production of LOE will be based on the payment schedule identified in Table A.

**TABLE A – FIRM ALL-INCLUSIVE COSTS (INITIAL TERM)**

A	B	D	E	F
Item	Description	Firm Price	Quantity (approximate number of sheets for evaluation purposes only)	Extended Price (D X E)
A1.	Preliminary LOE-Production of printed list for a single ED.	\$ [BIDDER TO INSERT PRICE / SHEET]	1850	\$ [BIDDER TO INSERT]
A2.	Preliminary LOE-Production of printed lists for all EDs.	\$ [BIDDER TO INSERT PRICE / M SHEETS]	625,000	\$ [BIDDER TO INSERT]
A3.	Alphabetical LOE-Production of printed list for a single ED.	\$ [BIDDER TO INSERT PRICE / SHEET]	2465	\$ [BIDDER TO INSERT]
A4.	Alphabetical LOE-Production of printed lists for all EDs	\$ [BIDDER TO INSERT PRICE /M SHEETS]	834,000	\$ [BIDDER TO INSERT]
A5.	Final LOE -Production of printed list for a single ED	\$ [BIDDER TO INSERT PRICE / SHEET]	1850	\$ [BIDDER TO INSERT]

A6.	Final LOE-Production of printed lists for all EDs	\$ [BIDDER TO INSERT PRICE/M SHEETS]	625,300	\$ [BIDDER TO INSERT]
A7.	Additional printing of LOE from print ready files per ED.	\$ [BIDDER TO INSERT PRICE/SHEET]	2500	\$ [BIDDER TO INSERT]
<b>Total Extended Firm Price for Table A: A1+A2+A3+A4+A5+A6+A7 (Excluding Applicable Sales Tax)</b>				<b>\$ [BIDDER TO INSERT]</b>

2. The optional requirement for the printing production VIC mailing labels will be based on the payment schedule identified in Table B and C.

**TABLE B – FIRM ALL-INCLUSIVE COSTS (OPTIONAL REQUIREMENT – VIC MAILING LABELS)**

A	B	D	E	F
Item	Description	Firm Price (per sheet)	Quantity (approximate number of sheets for evaluation purposes only)	Extended Price (D X E)
B1.	Production of VIC mailing labels for a single ED	\$ [BIDDER TO INSERT PRICE PER SHEET]	4620	\$ [BIDDER TO INSERT]
B2.	Production of VIC mailing labels for all ED's	\$ [BIDDER TO INSERT PRICE SHEETS PER MILLON]	1,562,500	\$ [BIDDER TO INSERT]
B3.	Additional printing of LOE from print ready files per ED.	\$ [BIDDER TO INSERT PRICE PER SHEET]	3500	\$ [BIDDER TO INSERT]
<b>Total Extended Firm Price for Table B : B1+B2 +B3 (Excluding Applicable Sales Tax)</b>				<b>\$ [BIDDER TO INSERT]</b>

**TABLE C – FIRM ALL-INCLUSIVE COSTS (OPTIONAL REQUIREMENT – VIC MAILING LABELS)**

A	B	D
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Item	Description	Firm Price (per skid)
C1.	Monthly rate for storing VIC mailing label stock per skid.	\$ [BIDDER TO INSERT]
<b>Total Extended Firm Price for table C : C1 (Excluding Applicable Sales Tax)</b>		\$ [BIDDER TO INSERT]

3. The Option Period One for the printing production of LOE will be based on the payment schedule identified in Table D.

**TABLE D – FIRM ALL-INCLUSIVE COSTS (OPTION PERIOD ONE - APRIL 01, 2016 TO MARCH 31, 2017)**

A	B	D	E	F
Item	Description	Firm Price	Quantity (approximate number of sheets for evaluation purposes only)	Extended Price (D X E)
D1.	Preliminary LOE-Production of printed list for a single ED.	\$ [BIDDER TO INSERT PRICE/SHEET]	1850	\$ [BIDDER TO INSERT]
D2.	Preliminary LOE-Production of printed lists for all EDs.	\$ [BIDDER TO INSERT PRICE / M SHEETS]	625,000	\$ [BIDDER TO INSERT]
D3.	Alphabetical LOE-Production of printed list for a single ED.	\$ [BIDDER TO INSERT PRICE/SHEET]	2465	\$ [BIDDER TO INSERT]
D4.	Alphabetical LOE-Production of printed lists for all EDs	\$ [BIDDER TO INSERT PRICE /M SHEETS]	834,000	\$ [BIDDER TO INSERT]
D5.	Final LOE -Production of printed list for a single ED	\$ [BIDDER TO INSERT PRICE / SHEET]	1850	\$ [BIDDER TO INSERT]
D6.	Final LOE-Production of printed lists for all EDs	\$ [BIDDER TO INSERT PRICE/M SHEETS]	625,300	\$ [BIDDER TO INSERT]

D7.	Additional printing of LOE from print ready files per ED.	\$ [BIDDER TO INSERT PRICE/SHEET]	2500	\$ [BIDDER TO INSERT]
<b>Total Extended Firm Price for Table D : D1+D2+D3+D4+D5+D6+D7 (Excluding Applicable Sales Tax)</b>				<b>\$ [BIDDER TO INSERT]</b>

4. The Option Period One for optional requirement of the printing production VIC mailing labels will be based on the payment schedule identified in Table E and F.

**TABLE E – FIRM ALL-INCLUSIVE COSTS (OPTION PERIOD ONE, APRIL 01, 2016- MARCH 31, 2017 - OPTIONAL REQUIREMENT FOR VIC MAILING LABELS)**

A	B	D	E	F
Item	Description	Firm Price (per sheet)	Quantity (approximate number of sheets for evaluation purposes only)	Extended Price (D X E)
E1.	Production of VIC mailing labels for a single ED	\$ [BIDDER TO INSERT PRICE PER SHEET]	4620	\$ [BIDDER TO INSERT]
E2.	Production of VIC mailing labels for all ED's	\$ [BIDDER TO INSERT PRICE SHEETS PER MILLION]	1,562,500	\$ [BIDDER TO INSERT]
E3.	Additional printing of LOE from print ready files per ED.	\$ [BIDDER TO INSERT PRICE PER SHEET]	3500	\$ [BIDDER TO INSERT]
<b>Total Extended Firm Price for Table E : E1+E2 +E3 (Excluding Applicable Sales Tax)</b>				<b>\$ [BIDDER TO INSERT]</b>

**TABLE F – FIRM ALL-INCLUSIVE COSTS (OPTION PERIOD ONE, APRIL 01, 2016- MARCH 31, 2017 - OPTIONAL REQUIREMENT FOR VIC MAILING LABELS)**

A	B	D
Item	Description	Firm Price (per skid)
F1.	Monthly rate for storing VIC mailing label	\$ [BIDDER TO INSERT]

stock per skid.	
<b>Total Extended Firm Price for table F : F1 (Excluding Applicable Sales Tax)</b>	<b>\$ [BIDDER TO INSERT]</b>

5. The Option Period Two for the printing production of LOE will be based on the payment schedule identified in Table G.

**TABLE G – FIRM ALL-INCLUSIVE COSTS (OPTION PERIOD TWO, APRIL 01, 2017 TO MARCH 31, 2018)**

A	B	D	E	F
Item	Description	Firm Price	Quantity (approximate number of sheets for evaluation purposes only)	Extended Price (D X E)
G1.	Preliminary LOE-Production of printed list for a single ED.	\$ [BIDDER TO INSERT PRICE/SHEET]	1850	\$ [BIDDER TO INSERT]
G2.	Preliminary LOE-Production of printed lists for all EDs.	\$ [BIDDER TO INSERT PRICE / M SHEETS]	625,000	\$ [BIDDER TO INSERT]
G3.	Alphabetical LOE-Production of printed list for a single ED.	\$ [BIDDER TO INSERT PRICE/SHEET]	2465	\$ [BIDDER TO INSERT]
G4.	Alphabetical LOE-Production of printed lists for all EDs	\$ [BIDDER TO INSERT PRICE /M SHEETS]	834,000	\$ [BIDDER TO INSERT]
G5.	Final LOE -Production of printed list for a single ED	\$ [BIDDER TO INSERT PRICE / SHEET]	1850	\$ [BIDDER TO INSERT]
G6.	Final LOE-Production of printed lists for all EDs	\$ [BIDDER TO INSERT PRICE/M SHEETS]	625,300	\$ [BIDDER TO INSERT]
G7.	Additional printing of LOE from print ready files per ED.	\$ [BIDDER TO INSERT PRICE/SHEET]	2500	\$ [BIDDER TO INSERT]
<b>Total Extended Firm Price for Table G : G1+G2+G3+G4+G5+G6+G7 (Excluding Applicable Sales Tax)</b>				<b>\$ [BIDDER TO INSERT]</b>

6. The Option Period Two for optional requirement of the printing production VIC mailing labels will be based on the payment schedule identified in Table H and I.

**TABLE H – FIRM ALL-INCLUSIVE COSTS (OPTION PERIOD TWO, APRIL 01, 2017- MARCH 31, 2018 - OPTIONAL REQUIREMENT FOR VIC MAILING LABELS)**

A	B	D	E	F
Item	Description	Firm Price (per sheet)	Quantity (approximate number of sheets for evaluation purposes only)	Extended Price (D X E)
H1.	Production of VIC mailing labels for a single ED	\$ [BIDDER TO INSERT PRICE PER SHEET]	4620	\$ [BIDDER TO INSERT]
H2.	Production of VIC mailing labels for all ED's	\$ [BIDDER TO INSERT PRICE SHEETS PER MILLON]	1,562,500	\$ [BIDDER TO INSERT]
H3.	Additional printing of LOE from print ready files per ED.	\$ [BIDDER TO INSERT PRICE PER SHEET]	3500	\$ [BIDDER TO INSERT]
<b>Total Extended Firm Price for Table H : H1+H2 +H3 (Excluding Applicable Sales Tax)</b>				<b>\$ [BIDDER TO INSERT]</b>

**TABLE I – FIRM ALL-INCLUSIVE COSTS (OPTION PERIOD TWO, APRIL 01, 2017- MARCH 31, 2018 - OPTIONAL REQUIREMENT FOR VIC MAILING LABELS)**

A	B	D
Item	Description	Firm Price (per skid)
I1.	Monthly rate for storing VIC mailing label stock per skid.	\$ [BIDDER TO INSERT]
<b>Total Extended Firm Price for table I : I1 (Excluding Applicable Sales Tax)</b>		<b>\$ [BIDDER TO INSERT]</b>

7. The Option Period Three for the printing production of LOE will be based on the payment schedule identified in Table J.



**TABLE J – FIRM ALL-INCLUSIVE COSTS (OPTION PERIOD THREE, APRIL 01, 2018 TO MARCH 31, 2019)**

A Item	B Description	D Firm Price	E Quantity (approximate number of sheets for evaluation purposes only)	F Extended Price (D X E)
J1.	Preliminary LOE-Production of printed list for a single ED.	\$ [BIDDER TO INSERT PRICE/SHEET]	1850	\$ [BIDDER TO INSERT]
J2.	Preliminary LOE-Production of printed lists for all EDs.	\$ [BIDDER TO INSERT PRICE / M SHEETS]	625,000	\$ [BIDDER TO INSERT]
J3.	Alphabetical LOE-Production of printed list for a single ED.	\$ [BIDDER TO INSERT PRICE/SHEET]	2465	\$ [BIDDER TO INSERT]
J4.	Alphabetical LOE-Production of printed lists for all EDs	\$ [BIDDER TO INSERT PRICE /M SHEETS]	834,000	\$ [BIDDER TO INSERT]
J5.	Final LOE -Production of printed list for a single ED	\$ [BIDDER TO INSERT PRICE / SHEET]	1850	\$ [BIDDER TO INSERT]
J6.	Final LOE-Production of printed lists for all EDs	\$ [BIDDER TO INSERT PRICE/M SHEETS]	625,300	\$ [BIDDER TO INSERT]
J7.	Additional printing of LOE from print ready files per ED.	\$ [BIDDER TO INSERT PRICE/SHEET]	2500	\$ [BIDDER TO INSERT]
<b>Total Extended Firm Price for Table J : J1+J2+J3+J4+J5+J6+J7 (Excluding Applicable Sales Tax)</b>				\$ [BIDDER TO INSERT]

8. The Option Period Three for optional requirement of the printing production VIC mailing labels will be based on the payment schedule identified in Table K and L.

**TABLE K – FIRM ALL-INCLUSIVE COSTS (OPTION PERIOD THREE, APRIL 01, 2018- MARCH 31, 2019 - OPTIONAL REQUIREMENT FOR VIC MAILING LABELS)**

A	B	D	E	F
Item	Description	Firm Price (per sheet)	Quantity (approximate number of sheets for evaluation purposes only)	Extended Price (D X E)
K1.	Production of VIC mailing labels for a single ED	\$ [BIDDER TO INSERT PRICE PER SHEET]	4620	\$ [BIDDER TO INSERT]
K2.	Production of VIC mailing labels for all ED's	\$ [BIDDER TO INSERT PRICE SHEETS PER MILLON]	1,562,500	\$ [BIDDER TO INSERT]
K3.	Additional printing of LOE from print ready files per ED.	\$ [BIDDER TO INSERT PRICE PER SHEET]	3500	\$ [BIDDER TO INSERT]
<b>Total Extended Firm Price for Table K : K1+K2 +K3 (Excluding Applicable Sales Tax)</b>				<b>\$ [BIDDER TO INSERT]</b>

**TABLE L – FIRM ALL-INCLUSIVE COSTS (OPTION PERIOD THREE, APRIL 01, 2018- MARCH 31, 2019 - OPTIONAL REQUIREMENT FOR VIC MAILING LABELS)**

A	B	D
Item	Description	Firm Price (per skid)
L1.	Monthly rate for storing VIC mailing label stock per skid.	\$ [BIDDER TO INSERT]
<b>Total Extended Firm Price for table L : L1 (Excluding Applicable Sales Tax)</b>		<b>\$ [BIDDER TO INSERT]</b>

9. The Option Period Four for the printing production of LOE will be based on the payment schedule identified in Table M.

**TABLE M – FIRM ALL-INCLUSIVE COSTS (OPTION PERIOD FOUR, APRIL 01, 2019 TO MARCH 31, 2020)**

A	B	D	E	F
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Item	Description	Firm Price	Quantity (approximate number of sheets for evaluation purposes only)	Extended Price (D X E)
M1.	Preliminary LOE-Production of printed list for a single ED.	\$ [BIDDER TO INSERT PRICE/ SHEET]	1850	\$ [BIDDER TO INSERT]
M2.	Preliminary LOE-Production of printed lists for all EDs.	\$ [BIDDER TO INSERT PRICE / M SHEETS]	625,000	\$ [BIDDER TO INSERT]
M3.	Alphabetical LOE-Production of printed list for a single ED.	\$ [BIDDER TO INSERT PRICE/ SHEET]	2465	\$ [BIDDER TO INSERT]
M4.	Alphabetical LOE-Production of printed lists for all EDs	\$ [BIDDER TO INSERT PRICE /M SHEETS]	834,000	\$ [BIDDER TO INSERT]
M5.	Final LOE -Production of printed list for a single ED	\$ [BIDDER TO INSERT PRICE / SHEET]	1850	\$ [BIDDER TO INSERT]
M6.	Final LOE-Production of printed lists for all EDs	\$ [BIDDER TO INSERT PRICE/M SHEETS]	625,300	\$ [BIDDER TO INSERT]
M7.	Additional printing of LOE from print ready files per ED.	\$ [BIDDER TO INSERT PRICE/ SHEET]	2500	\$ [BIDDER TO INSERT]
<b>Total Extended Firm Price for Table M : M1+M2+M3+M4+M5+M6+M7 (Excluding Applicable Sales Tax)</b>				<b>\$ [BIDDER TO INSERT]</b>

10. The Option Period Four for the optional requirement of printing production VIC mailing labels will be based on the payment schedule identified in Table N and O.

**TABLE N – FIRM ALL-INCLUSIVE COSTS (OPTION PERIOD FOUR, APRIL 01, 2019- MARCH 31, 2020 - OPTIONAL REQUIREMENT FOR VIC MAILING LABELS)**

A	B	D	E	F
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Item	Description	Firm Price (per sheet)	Quantity (approximate number of sheets for evaluation purposes only)	Extended Price (D X E)
N1.	Production of VIC mailing labels for a single ED	\$ [BIDDER TO INSERT PRICE PER SHEET]	4620	\$ [BIDDER TO INSERT]
N2.	Production of VIC mailing labels for all ED's	\$ [BIDDER TO INSERT PRICE SHEETS PER MILLON]	1,562,500	\$ [BIDDER TO INSERT]
N3.	Additional printing of LOE from print ready files per ED.	\$ [BIDDER TO INSERT PRICE PER SHEET]	3500	\$ [BIDDER TO INSERT]
<b>Total Extended Firm Price for Table N : N1+N2 +N3 (Excluding Applicable Sales Tax)</b>				<b>\$ [BIDDER TO INSERT]</b>

**TABLE O – FIRM ALL-INCLUSIVE COSTS (OPTION PERIOD FOUR, APRIL 01, 2019- MARCH 31, 2020 - OPTIONAL REQUIREMENT FOR VIC MAILING LABELS)**

A	B	D
Item	Description	Firm Price (per skid)
O1.	Monthly rate for storing VIC mailing label stock per skid.	\$ [BIDDER TO INSERT]
<b>Total Extended Firm Price for table O : O1 (Excluding Applicable Sales Tax)</b>		<b>\$ [BIDDER TO INSERT]</b>

**TABLE P - DETERMINATION OF THE PROPOSAL PRICE FOR EVALUATION PURPOSES**

Table A – Initial Term (LOE)	\$ [BIDDER TO INSERT] Total Extended Firm Price (Table A)
Table B – Optional Requirement (VIC mailing Labels)	\$ [BIDDER TO INSERT] Total Extended Firm Price (Table B)
Table C - Optional Requirement	\$ [BIDDER TO INSERT] Total Extended Firm Price (Table C)

(VIC mailing labels)	
Table D – Firm All inclusive costs (Option Period One - April 01, 2016 to March 31, 2017)	\$(BIDDER TO INSERT) Total Extended Firm Price (Table D)
Table E - Optional Requirement (Option Period One, April 01, 2016- March 31, 2017-Optional requirement for VIC mailing labels )	\$(BIDDER TO INSERT) Total Extended Firm Price (Table E)
Table F – Optional Requirement (Option Period One, April 01, 2016- March 31, 2017-Optional requirement for VIC mailing labels)	\$(BIDDER TO INSERT) Total Extended Firm Price (Table F)
Table G – Firm All inclusive costs (Option Period Two - April 01, 2017 to March 31, 2018)	\$(BIDDER TO INSERT) Total Extended Firm Price (Table G)
Table H - Optional Requirement (Option Period Two, April 01, 2017- March 31, 2018-Optional requirement for VIC mailing labels)	\$(BIDDER TO INSERT) Total Extended Firm Price (Table H)
Table I – Firm All inclusive costs (Option Period Two, April 01, 2017- March 31, 2018-Optional requirement for VIC mailing labels)	\$(BIDDER TO INSERT) Total Extended Firm Price (Table I)
Table J - Firm All inclusive costs (Option Period Three - April 01, 2018 to March 31, 2019)	\$(BIDDER TO INSERT) Total Extended Firm Price (Table J)
Table K– Optional Requirement (Option Period Three, April 01, 2018- March 31, 2019-Optional requirement for VIC mailing labels)	\$(BIDDER TO INSERT) Total Extended Firm Price (Table K)
Table L – Optional Requirement (Option Period Three, April 01, 2018- March 31, 2019-Optional requirement for VIC mailing labels)	\$(BIDDER TO INSERT) Total Extended Firm Price (Table L)
Table M - Firm All inclusive costs (Option Period Four - April 01, 2019 to March 31, 2020)	\$(BIDDER TO INSERT) Total Extended Firm Price (Table M)
Table N– Optional Requirement (Option Period Four, April 01, 2019- March 31, 2020-Optional requirement for VIC mailing labels)	\$(BIDDER TO INSERT) Total Extended Firm Price (Table N)
Table O – Optional Requirement (Option Period Four, April 01, 2019- March 31, 2020-Optional	\$(BIDDER TO INSERT) Total Extended Firm Price (Table O)

requirement for VIC mailing labels)	
<b>TOTAL PROPOSAL PRICE (Excluding Applicable Sales Tax)</b>	\$[BIDDER TO INSERT] = cumulative sum of Tables A, B, C, D, E, F, G, H, I, J, K, L, M, N & O.

**List of Electors (LOE) and  
Voter Identification Card (VIC) mailing labels  
Printing services**

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

3.1. The Bidder hereby certifies that it has reviewed the requirements of this RFP, the resulting contract clauses and, in particular, the requirements concerning the protection of personal information. The Bidder also certifies that it will comply with those terms and ensure that personal information that is managed, accessed, collected, used, disclosed, retained, received, created, or disposed of in order to fulfil the requirements of the Contract shall be treated in accordance with the *Privacy Act*, R.S. 1985, c. P-21, the *Personal Information Protection and Electronic Documents Act*, 2000, c. 5, and Treasury Board privacy policies.

### **4. General**

- 4.1. This certification shall be true and correct throughout the term of the Contract with the same force and effect as if continuously made throughout the term of the Contract.
- 4.2. Furthermore, the Bidder acknowledges that Elections Canada shall rely on this certification to award the Contract. Should the Bidder fail to comply with this certification or in the event that verification or inspection by Elections Canada discloses a misrepresentation on the part of the Bidder, Elections Canada shall have the right to treat any contract resulting from this proposal as being in default and to terminate it pursuant to the default provisions of the Contract.

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Signature of the Authorized Representative of Bidder

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Date

Print Name of Authorized Representative of Bidder:

Print Title of Authorized Representative of Bidder:

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