



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-15-0594
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<b>Title:</b> Translation Services	<b>Date:</b> February 2, 2016
<b>Request for Proposal Closing Date:</b> February 24, 2016 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> Luc Potvin Advisor Procurement and Contracting Services	<b>Email:</b>  proposition-proposal@elections.ca

<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

Annex B – Pricing Table

Annex C – General Conditions – Services

Annex D – Supplemental Conditions – Elections Canada to own Intellectual Property Rights  
in Foreground Information

Annex E – Security Requirements Check List

**Part 7 – Technical Evaluation Criteria**

**Part 8 – Financial Evaluation Criteria**

Annex A – Proposal Pricing Table Template

**Part 9 – Certificates**

# Request for Proposal

## ECLP-RFP-15-0594

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

### 1.3.1 The Requirement

#### (a) Background

Publication Services, which is part of the Communications Services Directorate in the Policy and Public Affairs Branch, provides linguistic and publishing services to EC to ensure clear and consistent

messaging in both official languages. Publication Services requires the services of a translation company to meet demand for English to French and French to English translation services between and during elections.

(b) Brief Description

The Contractor shall perform translation from English into French with a minimum available translation capacity of 3,000 words per day at all times during the contract period. In addition, the Contractor may occasionally be required to perform translation from French into English.

This capacity of 3,000 words per day must be reached without using machine translation. Texts that have obviously been translated using machine translation software will fail quality control and will be deemed unsatisfactory and counted as such. Services are to be delivered on an as-required basis. The workload varies depending on the needs of internal clients; therefore, the actual demand for services and volume of work cannot be predicted. Text size may also vary considerably.

There is a wide variety of documents to translate, including communication products, surveys, research papers, meeting agendas, minutes and conference proceedings, subject matter presentations, information notes, policy and regulatory documents, work descriptions, letters, memoranda, reports, administrative and financial documents, and other documents related to EC's activities and mandate. Some of these documents must be produced within fixed statutory deadlines.

Two (2) resources are required to translate 1,500 words each per day.

1.3.2 Period of the Contract

The Contract will be for one (1) year with the option to extend with five (5) additional one (1) year period(s) under the same conditions.

1.3.3 Security Requirement

There is no security requirement associated with this solicitation.

1.3.4 Trade Agreements

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

**1.4 Communications Notification**

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

## 1.5 Debriefings

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

## Part 2. Bidders Instructions

### 2.1 Instructions and Conditions

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

### 2.2 Procurement Business Number

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

### 2.3 Definition of Bidder

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

### 2.4 Submission of Proposals

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

2.4.2 It is the bidder’s responsibility to:

- (a) obtain clarification of the requirements contained in the RFP, if necessary, before submitting a proposal;
- (b) prepare its proposal in accordance with the instructions contained in the RFP;

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

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

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

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

2.4.6 Proposals received on or before the stipulated RFP closing date and time will become the property of Elections Canada and will not be returned. All proposals will be treated as confidential, subject to the provisions of the *Access to Information Act*, R.S. 1985, c. A-1 and the *Privacy Act*, R.S. 1985, c. P-21.

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



manuals or brochures not submitted with the proposal.

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

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

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

## **2.6 Late Proposals**

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

## **2.7 Delayed Proposals**

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

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

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

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

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

## **2.8 Customs Clearance**

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

## 2.9 Legal Capacity

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

## 2.10 Rights of Elections Canada

Elections Canada reserves the right to:

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

## 2.11 Rejection of Proposal

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

- (a) the bidder is bankrupt or where, for whatever reason, its activities are rendered inoperable for an extended period;
- (b) evidence, satisfactory to Elections Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the bidder, any of its employees or any subcontractor included as part of the proposal;
- (c) evidence, satisfactory to Elections Canada, that based on past conduct or behavior, the bidder, a subcontractor or a person who is to perform the Work is unsuitable or has conducted himself/herself improperly;

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

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

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

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

## **2.12 Communication – Solicitation Period**

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

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

## **2.13 Price Justification**

2.13.1 In the event that the bidder's proposal is the sole responsive proposal received, the bidder

must provide, on Elections Canada's request, a fair price certification, in the form prescribed by Elections Canada, whereby the bidder certifies that the price offered to Elections Canada for the goods or services:

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

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

## **2.14 Proposal Costs**

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

## **2.15 Conduct of Evaluation**

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

- (a) seek clarification or verification from bidders regarding any or all information provided by them with respect to the RFP;
- (b) contact any or all references supplied by bidders to verify and validate any information submitted by them;
- (c) request, before the award of any contract, specific information with respect to bidders' legal status;
- (d) conduct a survey of bidders' facilities and/or examine their technical, managerial, and financial capabilities to determine if they are adequate to meet the requirements of the RFP;
- (e) correct any error in the extended pricing of proposals by using unit pricing and any

error in quantities in proposals to reflect the quantities stated in the RFP; in the case of error in the extension of prices, the unit price will govern;

- (f) verify any information provided by bidders through independent research, use of any government resources or by contacting third parties; and
- (g) interview, at the sole costs of bidders, any bidder and/or any or all of the resources proposed by bidders to fulfill the requirement of the RFP.

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

## **2.16 Joint Venture**

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

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

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

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

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

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

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

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

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

## **2.18 Entire Requirement**

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

## **2.19 Enquiries**

2.19.1 All enquiries must be submitted in writing to the Contracting Authority no later than 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 5 calendar days before the RFP closing date. Elections Canada will have the right to accept or reject any or all suggestions.

## **2.22 Basis for Canada’s Ownership of Intellectual Property**

Elections Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting Contract will belong to Elections Canada, on the following ground:

- (a) where the material developed or produced consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.

## **Part 3. Proposal Preparation Instructions**

### **3.1. Proposal Preparation Instructions**

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

follows:

Section I: Technical Proposal (four hard copies)

Section II: Financial Proposal (one hard copy)

Section III: Certifications (one hard copy)

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

3.1.3 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.

3.1.4 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.

3.1.5 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 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 points for the technical evaluation criteria which are subject to point rating, such proposal will be deemed non-responsive and will not be given further consideration.

### 4.4.5 Phase 3 – Financial Evaluation

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

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

#### 4.4.8 Phase 4 – Determination of Highest Ranked Bidder

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

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

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

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

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

### **5.1 Financial Capability**

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

(a) Audited financial statements, if available, or the unaudited financial statements (prepared by the bidder’s outside accounting firm, if available, or prepared in-house if no external statements have been prepared) for the bidder’s last three fiscal years, or for the years that the bidder has been in business if this is less than three years (including, as a minimum, the Balance Sheet, the Statement of Retained Earnings, the Income Statement and any notes to the statements).

(b) If the date of the financial statements in 5.2.1 (a) above is more than five months before the date of the request for information by the Contracting Authority, the bidder must also provide, unless this is prohibited by legislation for public companies, the last quarterly financial statements (consisting of a Balance Sheet and

a year-to-date Income Statement), as of two months before the date on which the Contracting Authority requests this information.

- (c) If the bidder has not been in business for at least one full fiscal year, the following must be provided:
  - i. the opening Balance Sheet on commencement of business (in the case of a corporation, the date of incorporation); and
  - ii. the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement) as of two months before the date on which the Contracting Authority requests this information.
- (d) A certification from the Chief Financial Officer or an authorized signing officer of the bidder that the financial information provided is complete and accurate.
- (e) A confirmation letter from all of the financial institution(s) that have provided short-term financing to the bidder outlining the total of lines of credit granted to the bidder and the amount of credit that remains available and not drawn upon as of one month prior to the date on which the Contracting Authority requests this information.
- (f) A detailed monthly Cash Flow Statement covering all the bidder's activities (including the requirement) for the first two years of the requirement that is the subject of the RFP, unless this is prohibited by legislation. This statement must detail the bidder's major sources and amounts of cash and the major items of cash expenditures on a monthly basis, for all the bidder's activities. All assumptions made should be explained as well as details of how cash shortfalls will be financed.
- (g) A detailed monthly Project Cash Flow Statement covering the first two years of the requirement that is the subject of the RFP, unless this is prohibited by legislation. This statement must detail the bidder's major sources and amounts of cash and the major items of cash expenditures, for the requirement, on a monthly basis. All assumptions made should be explained as well as details of how cash shortfalls will be financed.

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

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

Elections Canada, is provided with the required information.

- 5.1.4 Elections Canada reserves the right to request from the bidder any other information that Elections Canada requires to conduct a complete financial capability assessment of the bidder.
- 5.1.5 If the bidder provides the information required above to Elections Canada in confidence while indicating that the disclosed information is confidential, then Elections Canada will treat the information in a confidential manner as permitted by Paragraphs 20(1) (b) and (c) of the Access to Information Act, R.S., 1985, c. A-1.

## **5.2 Insurance Requirements**

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

## **5.3 Condition of Material**

- 5.3.1 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.

**Contractor’s Name and Address:**

[insert Contractor’s LEGAL NAME and ADDRESS at contract award]

**Contract No.:**

[insert at contract award]

<b>Title:</b> [insert at contract award]	<b>Date of Contract:</b> [insert at contract award]
<b>Term of Contract:</b> [insert at contract award]	<b>Financial Code:</b> [insert at contract award]
<b>Total Estimated Cost (incl. applicable sales tax):</b> [insert at contract award]	<b>Applicable sales tax:</b> [insert at contract award]

**ENQUIRIES & INVOICES**

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

**Contract enquiries to:**

[insert name and title at contract award] Procurement and Contracting Services	<b>Tel No.:</b>
	<b>E-mail:</b>

**Send invoices to:**

[insert name, title and sector at contract award]	<b>Tel No.:</b>
	<b>E-mail:</b>

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

<p>[Insert contractor’s LEGAL NAME]</p> <p>_____</p> <p>(signature of authorized representative)</p> <p>_____</p> <p>(print name of authorized representative)</p> <p>_____</p> <p>(print title of authorized representative)</p> <p>Date: _____</p>	<p><b>Chief Electoral Officer</b></p> <p>_____</p> <p>(signature of authorized representative)</p> <p>[Insert name of authorized representative]</p> <p>[Insert title of authorized representative]</p> <p>Procurement and Contracting Services</p> <p>Date: _____</p>
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**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 services attached hereto as Annex C;
“Initial Term”	has the meaning ascribed to in Section 3.01;
“Pricing Table”	means the table attached hereto as Annex B;
“SPOC”	means the Contractor’s single point of contact referred to in Section 5.01 of the Articles of Agreement;
“SOW”	means the statement of work attached hereto as Annex A and the appendices referred to therein, if any; and
“Term”	means the Initial Term and any additional periods resulting from Elections Canada exercising its irrevocable option to extend the period of the Contract provided for in Section 3.02 of the Articles of Agreement.

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

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

## ARTICLES OF AGREEMENT

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

### Section 1.02 Priority of Documents

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

1. these Articles of Agreement;
2. Annex A – Statement of Work;
3. Annex B – Pricing Table;
4. Annex C – General Conditions – Services;
5. Annex D – Supplemental Conditions – Elections Canada to own Intellectual Property Rights in Foreground Information;
6. Annex E – Security Requirements Check List (SRCL); 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

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

#### Section 3.01 Option to extend

3.01.01 The Contractor will grant to Elections Canada irrevocable options to extend the period of the Contract by five (5) additional periods of one (1) year under the same



## ARTICLES OF AGREEMENT

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terms and conditions.

- 3.01.02 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.
- 3.01.03 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**

- 4.02.01 The Technical Authority for the Contract is:

[insert at contract award]

Elections Canada  
Tel: 819-  
Fax: 819-

## ARTICLES OF AGREEMENT

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

### Article 6 Basis of Payment

#### Section 6.01 Contract Price

## ARTICLES OF AGREEMENT

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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
- (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

## ARTICLES OF AGREEMENT

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

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**ARTICLES OF AGREEMENT**

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**Article 9 Security Requirement**

9.01.01 There is no security requirement applicable to this Contract.

**Article 10 Insurance**

**Section 10.01 Insurance**

10.01.01 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 11 Applicable Laws**

**Section 11.01 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.

11.01.01 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 12 Certificates**

**Section 12.01 Certificates**

12.01.01 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.

## ARTICLES OF AGREEMENT

### [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 12.02 Proactive Disclosure of Contracts with Former Public Servants**

12.02.01 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 12.03 Fair Price Certification**

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

## **Article 13 Foreign Nationals**

### [Note to Bidders]

Either Option 1 or Option 2 will form part of the resulting contract, depending if the successful bidder is a Canadian contractor or a foreign contractor.

### **OPTION 1**

## ARTICLES OF AGREEMENT

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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.

### **OPTION 2**

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

### **Article 14 Access to Information**

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

#### **[Note to Bidders]**

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

### **Article 15 Joint Venture**

## ARTICLES OF AGREEMENT

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### Section 15.01 Joint Venture Contractor

15.01.01 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.

15.01.02 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.

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

15.01.04 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.

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





## **Translation Services**

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### **Annex A**

### **Statement of Work**

### **(SOW)**

**PART I – INTERPRETATION****1. DEFINITIONS**

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

CEO	means the Chief Electoral Officer of Canada;
Contractor's Resource	means the individual(s) performing the Work;
EC	means the Office of the CEO, commonly known as Elections Canada;
ECHQ	means EC's offices located at 30 Victoria Street, Gatineau, QC;
Election Personnel	means any individuals working for or on behalf of EC, EC staff and EC contractors, excluding the Contractor, for the purposes of this Contract;
Minimum Capacity	Has the meaning ascribed to it in Section 6.01;
Project Status Report	has the meaning ascribed to it in Section 8.01;
Urgent	has the meaning ascribed to it in Section 6.03; and
Word Count	has the meaning ascribed to it in Section 14.01.

**2. EC MANDATE**

2.01. The CEO, an agent of Parliament, exercises general direction and supervision over the conduct of elections and referendums at the federal level. The CEO heads EC, which has unique organizational features.

**3. INTRODUCTION**

3.01. EC requires the services of a professional translation contractor to meet demand for English to French and French to English translation services between and during elections, on an as and when required basis.

**PART II – OVERVIEW****4. PROJECT BACKGROUND**

- 4.01. Publication Services, which is part of the Communications Services Directorate in the Policy and Public Affairs Branch, provides linguistic and publishing services to EC to ensure clear and consistent messaging in both official languages.
- 4.02. Publication Services assigns translation work to on-site translators and to the Translation Bureau, based on available capacity, deadlines and subject matter considerations.
- 4.03. A wide variety of documents require translation, including communication products, surveys, research papers, meeting agendas, minutes and conference proceedings, subject matter presentations, information notes, policy and regulatory documents, work descriptions, letters, memoranda, reports, administrative and financial documents, and other documents related to EC's activities and mandate. Some of these documents must be produced within fixed statutory deadlines.
- 4.04. Due to the unpredictable nature of EC's operations, a long term arrangement with a supplier is needed to assist Publication Services in the timely delivery of clear, consistent messaging in both official languages.

**5. OBJECTIVE**

- 5.01. The objective of this project is to provide additional translation capacity to Publication Services so as to meet demand for English to French and French to English translation services, between and during elections, on an as and when required basis, in accordance with the Scope of Work outlined in Part III of this SOW.

**PART III – SCOPE OF WORK****6. APPROACH**

- 6.01. The Contractor shall have at least two resources available for translation from English into French, on an as and when requested basis, with a minimum available translation capacity of 3,000 words per day at all times during the contract period (the "Minimum Capacity"). In addition, the Contractor may occasionally be required to provide translation services from French into English.
- 6.02. The Minimum Capacity must be reached without using machine translation. Texts that have obviously been translated using machine translation software will fail quality control and shall be deemed unsatisfactory and counted as such. Services

are to be delivered on an as required basis. The workload varies depending on the needs of internal clients; therefore, the actual demand for services and volume of work cannot be predicted. Text size may also vary considerably.

6.03. Any translation work required outside of Elections Canada's regular hours (8:00-18:00, Gatineau Time, Monday to Friday) shall be considered as Urgent.

6.04. The Contractor must seek approval from Elections Canada prior to processing any translation work considered as Urgent, as per subsection 6.03.

## **7. TASKS**

7.01. As and when requested by the Technical Authority, the Contractor shall:

- a) Translate short texts from English to French and French to English (generally 500 words or one page or less);
- b) Translate long texts from English to French and French to English;
- c) Translate Urgent requests from English to French and French to English;
- d) Complete translation requests using the Elections Canada style guide and associated lexicons and terminology guidance;
- e) Deliver translation texts in Publication-ready/web ready quality;
- f) Manage multiple requests simultaneously, as required;
- g) Review translated texts for consistency of meaning as well as form and tone of the original message between English and French versions;
- h) Review materials for ambiguities between English and French versions and assist the originating author in their resolution;
- i) Confirm with the Technical Authority the order in which work must be completed when conflicting/multiple priorities arise;
- j) Contact the Technical Authority where clarification or interpretation of the text to be translated is required;
- k) Return documents electronically in the same format in which they are provided (and referenced accordingly) unless specified otherwise, using EC-approved software such as Microsoft Word, PowerPoint, Excel and Visio, among others; and

- l) Subject translated documents to a quality control process and ensure consistency in style, tone, acronyms and terminology, if more than one translator has performed the work.

## **8. PROJECT STATUS REPORT**

- 8.01. At the request of the Technical Authority, the Contractor must provide a Project Status Report by e-mail, in either English or French at the Technical Authority's sole discretion, in a Microsoft Office compatible format, including the following information:
  - a) progress and tasks completed to date;
  - b) details of any problems encountered and proposed solutions;
  - c) tasks and total Word Count per day scheduled over the next month;
  - d) Additional Work and Urgent Work already scheduled or requiring approval; and
  - e) Previously completed deliverables.

## **9. MEETINGS**

- 9.01. Within five Business Days of the Effective Date, the Contractor must attend a kick-off meeting with the EC Technical Authority, either in-person at ECHQ or conference call, at the Contractor's discretion. In advance of the kick-off meeting, EC shall send the Contractor the meeting agenda, date, time and, if applicable, location.
- 9.02. If requested, the Contractor must attend status update meetings with the Technical Authority. At these meetings the Contractor must present an updated Project Status Report.
- 9.03. The Contractor shall meet with EC, either via conference call or in person, determined at the Technical Authority's option, to provide a verbal progress update and discuss any issues, if applicable and requested by the Technical Authority.

<b>PART IV – PARAMETERS</b>
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## **10. LOCATION OF WORK**

- 10.01. The Work will be completed at the Contractor's chosen place of business.
- 10.02. If the Contractor's chosen place of business is located in the National Capital Region, the Contractor may be requested to attend meetings at ECHQ.

## **11. AUTHORIZATION OF WORK**

**12.** The Contractor shall not deal directly with any request for service from a branch, division, section or local office of EC without the verbal or written consent of the Technical Authority.

**13. OFFICIAL LANGUAGES**

13.01. The Contractor must provide deliverables and services in English or French, at the Technical Authority's sole discretion.

**14. WORD COUNT OF SOURCE TEXTS**

14.01. Elections Canada will generate an automated Word Count of source texts and, as a general rule, only this Word Count may be used to invoice the agency for the work (the "Word Count"). For the purposes of this document, a word is defined as a series of contiguous characters. Numbers appearing in texts are counted as words. There may be cases where the conversion of numbers within tables will have to be billed on an hourly basis.

14.02. In case of disagreement, Elections Canada will redo the Word Count and reach an agreement with the Contractor on the figure to be used. Any change that the Contractor may wish to make shall be discussed in advance with the Technical Authority.

**15. RECEIPT AND TRANSMISSION OF TEXTS**

15.01. The Contractor will receive texts from and send texts to EC by e-mail. However, the Contractor shall bear the expense of receiving and transmitting texts over the Internet if using an electronic file transfer service or any other means indicated by EC, including but not limited to the use of a file transfer protocol server, e-mail, messenger or fax. If an electronic service or another means indicated by EC is temporarily impossible because of a software malfunction and/or a network failure, the Contractor shall receive and transmit texts by alternate means.

15.02. When sending a text, the Contractor shall send a confirmation by e-mail and provide the following information:

- a) request number;
- b) file name;
- c) whether or not a translator's note was included;
- d) name of the person(s) who translated or edited the text;
- e) final Word Count; and
- f) any other information indicated by EC.

- 15.03. As required, EC may ask the Contractor to send the confirmation and provide the required information by another means, e.g. by fax.
- 15.04. As required, EC and the Contractor may transmit texts by fax, by messenger or by mail to their respective addresses, subject to prior verbal or written agreement and, as applicable, in accordance with any security rules imposed by EC, regardless of the text and/or the transmission mode. The Technical Authority may change the transmission procedures during the contract period. If applicable, the Contractor shall be responsible for any new installation at his or her own expense.

## **16. SOFTWARE CONSIDERATIONS**

- 16.01. The Contractor shall translate, edit and deliver the texts in the format, style and layout of the source texts, without conversion, using the software that the client requested for the target texts, usually a specific version of Word, Excel or PowerPoint. If the source text is in HTML or PDF format, the Contractor shall translate or edit the text with a software program chosen in conjunction with EC, respecting the original formatting as much as possible.
- 16.02. The Contractor shall use a virus detection and elimination system.
- 16.03. The Contractor shall not insert unauthorized code into texts, tables, etc., and shall take all necessary measures to deliver the texts on media or by electronic means that are free of viruses.

## **17. TRANSLATION QUALITY AND CONSISTENCY OF TERMINOLOGY**

- 17.01. The Contractor agrees to translate or edit the texts in a style that is consistent, appropriate and suited to the target reader, using consistent, accurate terminology, so as to render the message of the source text precisely. For this purpose, the Contractor shall refer to any internal resources provided by EC, including the Elections Canada Style Guide and lexicons and any reference documents provided with the texts to be translated, as well as TERMIUM Plus®, the Translation Bureau's (PWGSC) authoritative source of terminology, and its related tools (The Canadian Style, Le guide du rédacteur, etc.), and other authoritative works used in the translation and writing industry. The Contractor is free to use translation tools, but texts that have obviously been translated with machine translation software will fail quality control.
- 17.02. If the Contractor receives several requests within the same project, and if the deadline permits, all of the work must be performed by the same translator. If the translation or editing of various texts within the same project must be performed by more than one translator because of a short deadline, the Contractor must obtain

the prior written consent of the Technical Authority and ensure that the texts are terminologically consistent. The same rule applies to any text that is too lengthy for translation or editing by one translator.

17.03. A text is deemed unsatisfactory if:

- a) its quality does not meet requirements, i.e. a sample of 400 words includes:
  - i. one major error (mistranslation, nonsense, error in figures, serious misinterpretation, omission leading to a serious misinterpretation, etc.); or
  - ii. more than three minor errors caused by a lack of knowledge of the subject or of translation principles, by insufficient terminology research or by inadequate proofreading (unjustified terminology errors may be deemed to be major in cases where the terminology was contained in an internal resource provided by EC).
- b) it is not publish-ready or web-ready quality; or
- c) its layout does not meet requirements (the text must follow the layout of the source text and must be written with the software that the client requested for the target text, unless otherwise specified, without any conversion).

17.04. Where a text is deemed unsatisfactory, EC may exercise its rights, notably:

- a) have the Contractor redo the work at no additional cost to EC; or
- b) have the work redone by another Contractor at the Contractor's expense.

## **18. EVALUATION OF TRANSLATED TEXTS**

18.01. The work shall be evaluated in accordance with the terms and conditions set out in this document and with principles and rules that are accepted in the translation and writing industry. After five texts are deemed unsatisfactory, EC reserves the right to terminate the contract.

## **19. DAMAGES**

19.01. Should the Contractor deliver work after the delivery date stated on the translation request form, or any other negotiated date, EC shall not be obligated to pay for these services.

19.02. Nothing in Section 19.01 shall be interpreted as limiting any other measures that may be taken by EC, due to failure by the Contractor to fulfil any other obligations.



**20. DISCLOSURE OF INFORMATION**

- 20.01. The Contractor must, during and after the contract period, treat as confidential and not disclose, unless given written authorization by the Technical Authority, any information obtained in the course of carrying out the work under the terms of the contract. Also, the Contractor agrees not to use or disclose any personal information for any purpose other than completing the work under the contract.
- 20.02. Upon the completion or termination of the contract or at such earlier time as EC may require, the Contractor shall destroy, under appropriate security conditions, all personal information, together with every copy, draft, working paper and note that contain such personal information.



## Translation Services

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### ANNEX B

### Pricing Table



## Annex B

### Pricing Table

During the Term of the Contract, the Contractor will be paid as specified below for Work performed in accordance with the Contract.

In accordance with Section 14 of the Statement of Work, the Word Count must be used to calculate costs.

The rates must be the same for all resources and must be all-inclusive.

A	B	C
Item	Translation Services as defined in the Contract	Rate
	<b>Period of Contract: Initial Term</b>	
1	Regular Work	Firm all-inclusive rate of \$ <b>insert at contract award</b> /word
2	Urgent Work	Firm all-inclusive rate of \$(Regular Work rate x 1.25)/word
	<b>Optional year one (1)</b>	
1	Regular Work	Firm all-inclusive rate of \$ <b>insert at contract award</b> /word
2	Urgent Work	Firm all-inclusive rate of \$(Regular Work rate x 1.25)/word
	<b>Optional year two (2)</b>	
1	Regular Work	Firm all-inclusive rate of \$ <b>insert at contract award</b> /word
2	Urgent Work	Firm all-inclusive rate of \$(Regular Work rate x 1.25)/word
	<b>Optional year three (3)</b>	
1	Regular Work	Firm all-inclusive rate of \$ <b>insert at contract award</b> /word

2	Urgent Work	Firm all-inclusive rate of $\$(\text{Regular Work rate} \times 1.25)/\text{word}$
<b>Optional year four (4)</b>		
1	Regular Work	Firm all-inclusive rate of $\$(\text{insert at contract award})/\text{word}$
2	Urgent Work	Firm all-inclusive rate of $\$(\text{Regular Work rate} \times 1.25)/\text{word}$
<b>Optional year five (5)</b>		
1	Regular Work	Firm all-inclusive rate of $\$(\text{insert at contract award})/\text{word}$
2	Urgent Work	Firm all-inclusive rate of $\$(\text{Regular Work rate} \times 1.25)/\text{word}$

**TO A MAXIMUM OF (insert at contract award) (Applicable taxes extra)**

All payments are subject to Government Audit.

Definitions:

**Regular rate:** Translation to be done during one (1) regular day, (Monday to Friday).

**Emergency rate:** Translation to be done during weekends and Statutory holidays, that must be completed within 24 hours from when it is received unless otherwise.

**Annex C**  
**General Conditions**  
***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 17, 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 portion of the Work as is customary in the carrying out of similar contracts; and,
  - (c) permit its subcontractors at any tier to make purchases or subcontract as permitted in Paragraphs (a) and (b).

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

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

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

### **Section 5.01 No Tolerance**

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

## **Article 6 Payment**

### **Section 6.01 Invoice Submissions**

- 6.01.01 Invoices must be submitted in the Contractor's name. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.
- 6.01.02 Invoices must show:
- (a) the date, the name and address of Elections Canada, item or reference numbers, deliverable and/or description of the Work, contract number, Procurement Business Number (PBN), the Contractor's business number for tax remission purposes, and financial code(s);
  - (b) details of expenditures in accordance with the basis of payment provision in the Articles of Agreement, exclusive of applicable sales tax (such as item, quantity, unit of issue, unit price, fixed time labour rates and level of effort, subcontracts, as applicable);
  - (c) deduction for holdback, if applicable;

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

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

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

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

### **Section 6.02 Payment Period**

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

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

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

Where a delay referred to in Article 16 – Excusable Delay has occurred, Elections Canada may, at Elections Canada's discretion, withhold all or a portion of any payment due to the Contractor until a "work-around" plan approved by Elections Canada has been implemented in accordance with Section 16.01. Section 6.04 shall not apply to any amount withheld under this Subsection.

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

6.04.01 For the purpose of this Section:

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

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

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

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

- 6.04.02 Elections Canada will pay to the Contractor simple interest at the Average Rate plus 3 percent per year on any amount that is overdue, from the date that amount becomes overdue until the day before the date of payment, inclusive. The Contractor is not required to provide notice to Elections Canada for interest to be payable.
- 6.04.03 Elections Canada will pay interest in accordance with this Article only if Elections Canada is responsible for the delay in paying the Contractor. Elections Canada will not pay interest on overdue advance payments.

## **Article 7 Accounts and Audit**

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

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

payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Elections Canada. Elections Canada may hold back, deduct and set off any credits owing and unpaid under this Article from any money that Elections Canada owes to the Contractor at any time (including under other contracts). If Elections Canada does not choose to exercise this right at any given time, Elections Canada does not lose this right.

## **Article 8 Taxes**

### **Section 8.01 Municipal Taxes**

Municipal Taxes do not apply.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **Article 9 Transportation**

### **Section 9.01 Transportation Costs**

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

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

In light of the federal government's policy of underwriting its own risks, Elections Canada is precluded to pay for insurance or valuation charges for transportation beyond the point at which ownership of goods passes to it (determined by the FOB point or Incoterms). Where increased carrier liability is

available without charge, the Contractor must obtain the increased liability for shipment.

## **Article 10 Ownership**

### **Section 10.01 Ownership**

- 10.01.01 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.
- 10.01.02 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.
- 10.01.03 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.
- 10.01.04 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 11 Elections Canada Property**

### **Section 11.01 EC Property**

- 11.01.01 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.
- 11.01.02 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.
- 11.01.03 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.

- 11.01.04 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 12 Liability**

### **Section 12.01 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 a supplemental general conditions which forms 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 13 Confidentiality**

### **Section 13.01 Confidentiality**

- 13.01.01 The Contractor must keep confidential all information provided or made available to the Contractor by or on behalf of Elections Canada in connection with the Work, including any information that is confidential or proprietary to third parties, and all information conceived, developed or produced by the Contractor as part of the Work when copyright or any other intellectual property rights in such information belongs to Elections Canada under the Contract (collectively, the “EC Information”). The Contractor must not disclose any EC Information without the written permission of Elections Canada. The Contractor may disclose to a subcontractor any EC Information as long as the subcontractor agrees to keep such EC Information confidential and that it will be used only to perform the subcontract.
- 13.01.02 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.
- 13.01.03 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.
- 13.01.04 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.

- 13.01.05 Wherever possible, the Contractor must mark or identify any proprietary information delivered to Elections Canada under the Contract as “Property of (Contractor’s name), permitted Government uses defined under Elections Canada Contract No. (fill in Contract Number)”. Elections Canada will not be liable for any unauthorized use or disclosure of information that could have been so marked or identified and was not.
- 13.01.06 If the Contract, the Work, or any information referred to in Subsection 13.01.01 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.
- 13.01.07 If the Contract, the Work, or any information referred to in Subsection 13.01.01 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 13.02 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 14 Copyright**

### **Section 14.01 Copyright**

- 14.01.01 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.

- 14.01.02 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).
- 14.01.03 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.
- 14.01.04 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 14.02 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 14.01. 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 15 Intellectual Property Infringement and Royalties**

#### **Section 15.01 Intellectual Property Infringement and Royalties**

- 15.01.01 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.
- 15.01.02 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.
- 15.01.03 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.

15.01.04 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 16 Excusable Delay**

### **Section 16.01 Excusable Delay**

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

(a) is beyond the reasonable control of the Contractor,

(b) could not reasonably have been foreseen,

(c) could not reasonably have been prevented by means reasonably available to the Contractor, and

(d) occurred without the fault or neglect of the Contractor,

will be considered an “Excusable Delay” if the Contractor

- i. advises the Contracting Authority of the occurrence of the delay or of the likelihood of the delay as soon as the Contractor becomes aware of it,
- ii. provides for approval to the Contracting Authority within 15 working days of Subparagraph i. a clear work around plan explaining in detail the steps that the Contractor proposes to take in order to minimize the impact of the event causing the delay.

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

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

16.01.04 Unless Elections Canada has caused the delay by failing to meet an obligation under the Contract, Elections Canada will not be responsible for any costs incurred by the Contractor or any of its subcontractors or agents as a result of an Excusable Delay.

16.01.05 If the Contract is terminated under this Article, the Contracting Authority may require the Contractor to deliver to Elections Canada, in the manner and to the extent directed by the Contracting Authority, any completed parts of the Work not delivered and accepted before

the termination and anything that the Contractor has acquired or produced specifically to perform the Contract. Elections Canada will pay the Contractor:

- (a) the value, of all completed parts of the Work delivered to and accepted by Elections Canada, based on the Contract Price, including the proportionate part of the Contractor's profit or fee included in the Contract Price; and
- (b) the Cost to the Contractor that Elections Canada considers reasonable in respect of anything else delivered to and accepted by Elections Canada.

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 17 Suspension of the Work**

### **Section 17.01 Suspension of the Work**

- 17.01.01 The Contracting Authority may at any time, by written notice, order the Contractor to suspend or stop the Work or part of the Work under the Contract for a period of up to 180 days. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so. While such an order is in effect, the Contractor must not remove any part of the Work from any premises without first obtaining the written consent of the Contracting Authority. Within these 180 days, the Contracting Authority must either cancel the order or terminate the Contract, in whole or in part, under Article 18 or Article 19.
- 17.01.02 The Contracting Authority may, whether in the notice of the order or during the 180 days referred to in Subsection 17.01.01, 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.
- 17.01.03 When an order is made under Subsection 17.01.01, 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.
- 17.01.04 When an order made under Subsection 17.01.01 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 18 Default by the Contractor**

## **Section 18.01 Default by the Contractor**

- 18.01.01 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.
- 18.01.02 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.
- 18.01.03 If Elections Canada gives notice under Subsection 18.01.01 or 18.01.02, 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.
- 18.01.04 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.
- 18.01.05 The total amount paid by Elections Canada under the Contract to the date of the termination and any amount payable under this Subsection must not exceed the Contract Price.
- 18.01.06 Title to everything for which payment is made to the Contractor will, once payment is made, pass to Elections Canada unless it already belongs to Elections Canada under any

other provision of the Contract.

- 18.01.07 If the Contract is terminated for default under Subsection 18.01.01, 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 19.01.01

## **Article 19 Termination for Convenience**

### **Section 19.01 Termination for Convenience**

19.01.01 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.

19.01.02 If a termination notice is given pursuant to Subsection 19.01.01, 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.

19.01.03 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 20 Assignment**

### **Section 20.01 Assignment**

- 20.01.01 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.
- 20.01.02 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 21 Right of Set-Off**

### **Section 21.01 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 22 Amendments and Waivers**

### **Section 22.01 Amendment**

- 22.01.01 To be effective, any amendment to the Contract must be done in writing by the Contracting Authority and the authorized representative of the Contractor.
- 22.01.02 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 22.01.01.

### **Section 22.02 Waiver**

- 22.02.01 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.
- 22.02.02 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 23 Codes**



## **Section 23.01 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 23.02 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 24 No Bribe or Conflict**

#### **Section 24.01 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 24.02 No Conflict of Interest**

24.02.01 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.

24.02.02 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.

24.02.03 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 25 Contingency Fees**

### **Section 25.01 Contingency Fees**

- 25.01.01 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.
- 25.01.02 In this Section
- (a) "contingency fee" means any payment or other compensation that depends or is calculated based on a degree of success in soliciting, negotiating or obtaining the Contract; and
  - (b) "person" includes any individual who is required to file a return with the registrar pursuant to section 5 of the *Lobbying Act*, 1985, c. 44 (4th Supplement).

### **Article 26 International Sanctions**

#### **Section 26.01 International Sanctions**

- 26.01.01 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.
- 26.01.02 The Contractor must not supply to Elections Canada any goods or services which are subject to economic sanctions.
- 26.01.03 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 19.

### **Article 27 Notice**

#### **Section 27.01 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 28 Survival**

### **Section 28.01 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 29 Governing Law**

### **Section 29.01 Compliance with Applicable Laws**

- 29.01.01 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.
- 29.01.02 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 30 Successor and Assigns**

### **Section 30.01 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**  
***Elections Canada to Own Intellectual Property Rights***

**Article 1 Interpretation**

**Section 1.01 - Definition**

1.01.01 In the Contract, unless the context otherwise requires:

"Background Information" means all Intellectual Property that is not Foreground Information that is incorporated into the Work or necessary for the performance of the Work, regardless of whether it is owned by the Contractor or a third party;

"Firmware" means computer programs that are stored in integrated circuits, read-only memory or other similar devices within the hardware or other equipment;

"Foreground Information" means all Intellectual Property first conceived, developed, produced or reduced to practice as part of the Work under the Contract;

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

"Intellectual Property" means any information or knowledge of an industrial, scientific, technical, commercial, literary, dramatic, artistic or otherwise creative nature relating to the Work, whether oral or recorded in any form or medium and whether or not subject to copyright; this includes but is not limited to any inventions, designs, methods, processes, techniques, know-how, show-how, models, prototypes, patterns, samples, schematics, experimental or test data, reports, drawings, plans, specifications, photographs, manuals and any other documents, Software, and Firmware;

"Intellectual Property Right" means any intellectual property right recognized by law, including any intellectual property right protected by legislation such as patents, copyright, industrial design, integrated circuit topography, and plant breeders' rights, or subject to protection under the law as trade secrets and confidential information.

"Software" means any computer program whether in source or object code (including Firmware), any computer program documentation recorded in any form or upon any medium, and any computer database, including any modification.

- 1.01.02 Words and expressions defined in the General Conditions and used in these supplemental conditions have the meanings given to them in the General Conditions. In the event of any inconsistency between the General Conditions and these supplemental conditions, the applicable provisions of these supplemental conditions will prevail.
- 1.01.03 If Supplemental Conditions – Hardware Purchase, Lease and Maintenance and Supplemental Conditions – Licensed Software are also incorporated in the Contract, the provisions of those supplemental conditions concerning the ownership of Intellectual Property will prevail in relation to the subject matter of those supplemental conditions.

## **Article 2 Record and Disclosure of Foreground Information**

- 2.01.01 During and after the performance of the Contract, the Contractor must keep detailed records of the Foreground Information, including details of its creation. The Contractor must report and fully disclose to Elections Canada all Foreground Information as required by the Contract. If the Contract does not specifically state when and how the Contractor must do so, the Contractor must provide this information if requested by the Contracting Authority, whether before or after the completion of the Contract.
- 2.01.02 Before and after final payment to the Contractor, the Contractor must provide Elections Canada with access to all records and supporting data that Elections Canada considers pertinent to the identification of Foreground Information.
- 2.01.03 For any Intellectual Property that was developed or created in relation to the Work, Elections Canada will be entitled to assume that it was developed or created by Elections Canada, if the Contractor's records do not list that Intellectual Property or do not indicate that it was created by the Contractor, or by someone on behalf of the Contractor, other than Elections Canada.

## **Article 3 - Ownership of Intellectual Property Rights in Foreground Information**

- 3.01.01 All Intellectual Property Rights in the Foreground Information belong to the Elections Canada as soon as they come into existence. The Contractor has no right in or to any such Intellectual Property Rights in the Foreground Information, except any right that may be granted in writing by Elections Canada.
- 3.01.02 The Contractor must incorporate the copyright symbol and one of the following notices as appropriate into all Foreground Information that is subject to copyright regardless of the form or medium upon which it is recorded: © Her Majesty the Queen in Right of Canada (year), or © Sa Majesté la Reine du Chef du Canada (année).
- 3.01.03 The Contractor must execute any documents relating to the Intellectual Property Rights in

the Foreground as Elections Canada may require. The Contractor must, at Elections Canada's expense, provide Elections Canada all reasonable assistance in the preparation of applications and in the prosecution of any applications for registration of any Intellectual Property Rights in any jurisdiction, including the assistance of the inventor in the case on inventions.

#### **Article 4 - License to Intellectual Property Rights in Background Information**

- 4.01.01 The Contractor grants to Elections Canada a license to use the Background Information to the extent that it is reasonably necessary for Elections Canada to exercise fully all its rights in the deliverables and in the Foreground Information. This license is non-exclusive, perpetual, irrevocable, worldwide, fully-paid and royalty-free. The license cannot be restricted in any way by the Contractor providing any form of notice to the contrary, including the wording on any shrink-wrapped license attached to any deliverable.
- 4.01.02 For greater certainty, Elections Canada's license in the Background Information includes, but is not limited to:
- (a) the right to disclose the Background Information to third parties bidding on or negotiating contracts with Elections Canada and to sublicense or otherwise authorize the use of that information by any contractor engaged by Elections Canada solely for the purpose of carrying out such contracts. Elections Canada will require these third parties and contractors not to use or disclose that information except as may be necessary to bid, negotiate or carry out those contracts;
  - (b) the right to disclose the Background Information to other governments for information purposes;
  - (c) the right reproduce, modify, improve, develop or translate the Foreground Information and Background Information or have it done by a person hired by Elections Canada. Elections Canada, or a person designated by Elections Canada, will own the Intellectual Property Rights associated with reproduction, modification, improvement, development or translation.
  - (d) without restricting the scope of any license or other right in the Background Information that Elections Canada may otherwise hold in relation to any custom-designed or custom-manufactured part of the Work, the right to use and disclose to a contractor engaged by Elections Canada the Background Information as the following purposes:
    - i. For the use, operation, maintenance, repair or overhaul of the custom-designed or custom-manufactured parts of the Work;

- ii. In the manufacturing of spare parts for maintenance, repair or overhaul of any custom-designed or custom-manufactured part of the Work by Elections Canada if those parts are not available on reasonable commercial terms to enable timely maintenance, repair or overhaul.

4.01.03 The Contractor agrees to make the Background Information, including in the case of Software, the source code, promptly available to Elections Canada for any purpose mentioned above. The license does not apply to any Software that is subject to detailed license conditions that are set out elsewhere in the Contract. Furthermore, in the case of commercial off-the-shelf software, the Contractor's obligation to make the source code promptly available to Elections Canada applies only to source code that is within the control of or can be obtained by the Contractor or any subcontractor.

#### **Article 5 Contractor's Right to Grant Licence**

5.01.01 The Contractor represents and warrants that it has the right to grant to Elections Canada the license and any other rights to use the Background Information. If the Intellectual Property Rights in any Background Information are owned by a subcontractor or any other third party, the Contractor must have a license from that subcontractor or third party that permits compliance with Article 4 or arrange, without delay, for the subcontractor or third party to grant promptly the required license directly to Elections Canada.

#### **Article 6 - Waiver of Moral Rights**

6.01.01 If requested by Elections Canada, during and after the Contract, the Contractor must provide a written permanent waiver of moral rights, as defined in the *Copyright Act*, R.S., 1985, c. C-42, from every author that contributes to any Foreground Information subject to copyright protection that is a deliverable to Elections Canada under the Contract. If the Contractor is an author of the Foreground Information, the Contractor permanently waives the Contractor's moral rights in that Foreground Information.

Annex E



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat <b>ECLP-RFP-15-0594</b>
Security Classification / Classification de sécurité

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

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

1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine <b>Elections Canada</b>	2. Branch or Directorate / Direction générale ou Direction <b>Policy and Public Affairs</b>
3. a) Subcontract Number / Numéro du contrat de sous-traitance <b>N/A</b>	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant <b>TBD</b>

4. Brief Description of Work / Brève description du travail  
**Translation services**

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

<b>Canada</b> <input checked="" type="checkbox"/>	<b>NATO / OTAN</b> <input type="checkbox"/>	<b>Foreign / Étranger</b> <input type="checkbox"/>
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7. b) Release restrictions / Restrictions relatives à la diffusion

No release restrictions / Aucune restriction relative à la diffusion <input checked="" 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 :	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>   Restricted to: / Limité à : <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays :	No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>   Restricted to: / Limité à : <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays :
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7. c) Level of information / Niveau d'information

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



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat <b>ECLP-RFP-15-0594</b>
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?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui  
If Yes, indicate the level of sensitivity:  
Dans l'affirmative, indiquer le niveau de sensibilité :

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

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

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

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

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

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

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

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

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

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

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

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

**PRODUCTION**

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

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

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

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

Annex E



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat <b>ECLP-RFP-15-0594</b>
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**PART C - (continued) / PARTIE C - (suite)**

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

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

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

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

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

Category / Catégorie	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL	SECRET	TOP SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COSMIC TOP SECRET	PROTECTED / PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET
				CONFIDENTIEL		TRÈS SECRET	NATO DIFFUSION RESTREINTE	NATO CONFIDENTIEL			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).



# Translation Services

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## Part 7

### Technical Evaluation Criteria

**CONTENTS**

- **SECTION A – INSTRUCTIONS TO BIDDERS**
- **SECTION B – DEFINITIONS**
- **TABLE A – MANDATORY TECHNICAL EVALUATION CRITERIA**

#	MANDATORY TECHNICAL EVALUATION CRITERIA	MET/NOT MET
M1	Overall Corporate Experience (English to French)	
M2	Overall Corporate Experience (French to English)	
M3	Proposed Resource Experience	
M4	Proposed Project Team	
M5	Quality Assurance Plan - Submission	
M6	Sample Translation Work - Submission	

- **TABLE B – RATED TECHNICAL EVALUATION CRITERIA**

#	RATED TECHNICAL EVALUATION CRITERIA	MAX POINTS
R1	Quality Assurance Plan - Rating	100
R2	Sample Translation Work - Rating	100
R3	Format of the Proposal	10

**SECTION A – INSTRUCTIONS TO BIDDERS**

1. In order to facilitate the evaluation of the proposal, EC requests that bidders address and present topics in the same order and with the same headings as the evaluation criteria. In their proposals, bidders should complete the column “Bidder’s Response” in the applicable mandatory and rated evaluation tables. To avoid duplication, bidders may refer to different sections of their proposals by identifying the specific paragraph and page number where the topic has already been addressed.
2. If more projects/samples are provided than the requirements of the criterion, only the first projects/samples in the proposal will be evaluated. Any excess projects/samples will not be evaluated.
3. In determining years of experience, overlaps of years or months for projects submitted by the bidder to demonstrate such experience will only be counted once for evaluation purposes.
4. Project examples provided by the bidder in the proposal must have been completed by the proposal closing date.
5. Any education/certification/professional qualification must have been completed by the proposal closing date.
6. The bidder is requested to include complete client contact information for each project example including client contact name, title and telephone number or e-mail address. The client contact for any project must be an employee of the originating client organization. EC reserves the right to request client contact information, at any time during the evaluation process, for the purposes of verification.

**SECTION B – DEFINITIONS**

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

<b>Comparative Editor</b>	means a resource that compares the translated version of a document against the original language version and makes any required changes to the translated version to accurately reflect the original version, in accordance with the SOW
<hr/>	
<b>Proofreader</b>	means a resource that identifies errors and makes corrections to the
<b>Quality Control</b>	written works, in accordance with the SOW
<hr/>	
<b>Translator</b>	means a resource that renders written works into another language, in accordance with the SOW

**TABLE A – MANDATORY TECHNICAL EVALUATION CRITERIA**

#	Mandatory Technical Evaluation Criteria	Met / Not Met
<b>M1</b>	<p><b>Overall Corporate Experience (English to French translation services)</b></p> <p>The bidder must have a minimum of eight cumulative years of corporate experience providing English to French translation services.</p> <p><b>Submission Requirement</b>                      The bidder must demonstrate that it meets the requirement by providing project examples that cumulatively demonstrate that the noted experience was obtained within the time period specified above. Each project example must include the following:</p> <ul style="list-style-type: none"> <li>(a) Name of the client organization</li> <li>(b) Start and end dates (month-year format) and total number of months for each project</li> <li>(c) Brief description of the work performed and word count</li> </ul>	
<b>M2</b>	<p><b>Overall Corporate Experience (French to English translation services)</b></p> <p>The bidder must have a minimum of four cumulative years of corporate experience providing French to English translation services.</p> <p><b>Submission Requirement</b>                      The bidder must demonstrate that it meets the requirement by providing project examples that cumulatively demonstrate that the noted experience was obtained within the time period specified above. Each project example must include the following:</p> <ul style="list-style-type: none"> <li>(a) Name of the client organization</li> <li>(b) Start and end dates (month-year format) and total number of months for each project</li> </ul>	

#	Mandatory Technical Evaluation Criteria	Met / Not Met
	(c) Brief description of the work performed and word count	
<b>M3</b>	<p><b>Proposed Resource Experience</b></p> <p>The bidder must propose two Translator resources, each with a minimum of five cumulative years of experience within the last 10 years providing English to French translation services.</p> <p><b>Submission Requirement</b></p> <p>The bidder must demonstrate that each proposed resource meets the requirement by providing project examples that cumulatively demonstrate that the noted experience was obtained within the time period specified above. Each project example must include the following:</p> <ul style="list-style-type: none"> <li>(a) Name of the client organization</li> <li>(b) Start and end dates (month-year format) and total number of months for each project</li> <li>(c) Brief description of the work performed</li> </ul>	
<b>M4</b>	<p><b>Proposed Project Team</b></p> <p>The bidder must provide a list of the main personnel (i.e. project managers, translators, editors, proofreaders, etc.) that would be charged with performing the work.</p> <p>The bidder must identify in its proposal a proposed project team composed of, at a minimum but not limited to, the following:</p> <ul style="list-style-type: none"> <li>(a) SPOC, as defined in Section 5.01 of the Articles of Agreement;</li> <li>(b) two Translators;</li> <li>(c) one Proofreader and/or one Comparative Editor and/or Quality Control;</li> </ul>	



#	Mandatory Technical Evaluation Criteria	Met / Not Met
	<p><b>Submission Requirement</b>                      The bidder must clearly outline the proposed team structure, identify the proposed resource names and should identify the number, type/title, and roles/responsibilities of resource categories proposed.</p>	
<p><b>M5</b></p>	<p><b>Quality Assurance Plan - Submission</b></p> <p>The bidder must submit a detailed quality assurance plan detailing its approach to ensuring the translated documents are free of major errors, have no more than two minor errors, are consistent and are virus-free and do not contain malicious or unauthorized codes in its proposal.</p> <p><b>Submission Requirement</b>                      The bidder must submit their quality assurance plan as part of its proposal. The quality assurance plan submitted in response to M5 will be further rated at criteria R1.</p>	
<p><b>M6</b></p>	<p><b>Sample Translation Work - Submission</b></p> <p>The bidder must submit a sample of previously completed English to French translation work of a maximum of 800 words. The translation work must have been completed by the bidder.</p> <p>The bidder must indicate the specific project identified in its response to M1 for which the work was completed. The original/source document must also be submitted.</p> <p><b>Submission Requirement</b>                      The bidder must submit the original/source document in addition to the translated text (from English to French in no more than 800 words) as part of its proposal. The bidder’s proposal must also specify which project submitted in response to M1 the work was completed for.</p>	

**TABLE B – RATED TECHNICAL EVALUATION CRITERIA**

#	Rated Technical Evaluation Criteria
R1	<p><b>Quality Assurance Plan - Rating</b></p> <p>The quality assurance plan submitted by the bidder in response to M5 should clearly outline the bidder’s proposed approach to ensuring translated documents:</p> <ul style="list-style-type: none"> <li>(a) are free of errors, notably:                             <ul style="list-style-type: none"> <li>○ misinterpretation/mistranslation (one word is used instead of another in the same lexical field or a translation that means the contrary of the idea expressed in the source text);</li> <li>○ additions/omissions (an element appears in the target text that is not in the source text or vice-versa)</li> <li>○ grammar errors;</li> <li>○ punctuation errors; and</li> <li>○ spelling mistakes.</li> </ul> </li> <li>(b) are consistent with:                             <ul style="list-style-type: none"> <li>○ the Elections Canada Style Guide;</li> <li>○ the formatting of the original document;</li> <li>○ with other documents within a group of documents divided amongst several translators;</li> <li>○ with the electronic document format provided (such as .docx, .xls, etc); and</li> <li>○ acronyms and terminology.</li> </ul> </li> <li>(c) and, are virus-free and do not contain malicious or unauthorized codes.</li> </ul> <hr/> <p><b>Scoring:</b> The bidder will receive points in accordance with the scoring methodology detailed in Table TR1 for each of items (a) to (c) based on how comprehensively and specifically the bidder’s submitted quality assurance plan addresses each one. Any specific resources used, whether individuals or technologies, and their specific roles and responsibility should be outlined in detail.</p>

#	Rated Technical Evaluation Criteria			
	<b>TR1</b>			
	<b>Scoring Methodology</b>			
	The approach detailed for each of items (a) to (d) in the bidder’s quality assurance plan will be assessed as follows:			
	<b>Excellent:</b> Response clearly and comprehensively addresses the item and includes exceptional insight or unique perspectives			
	<b>Fair:</b> Response somewhat addresses the item with gaps			
	<b>Inadequate:</b> Response is inadequate or missing information	0%	50%	100%
	(a) corrects/avoids errors	<b>0 points</b>	<b>30 points</b>	<b>60 points</b>
	○ misinterpretation/mistranslation	0	5	10
	○ additions	0	5	10
	○ omissions	0	5	10
	○ grammar	0	5	10
	○ punctuation	0	5	10
	○ spelling mistakes	0	5	10
	(b) ensures consistency	<b>0 points</b>	<b>15 points</b>	<b>30 points</b>
	○ with the Elections Canada Style Guide	0	3	6
	○ with the formatting of the original document	0	3	6
	○ with other documents of a group of documents divided amongst several translators	0	3	6
	○ with the electronic document format provided (such as .docx, .xls, etc)	0	3	6
	○ in acronyms/terminology	0	3	6
	(c) ensures documents are virus-free and do not contain malicious or unauthorized codes	<b>0 points</b>	<b>5 points</b>	<b>10 points</b>
	<b>TOTAL TR1</b>	<b>0 points</b>	<b>50 points</b>	<b>100 points</b>

#	Rated Technical Evaluation Criteria
R2	<p><b>Sample of Translation Work - Rating</b></p> <p>The sample of English to French translation work of a maximum of 800 words, submitted in response to M6 should be:</p> <ul style="list-style-type: none"> <li>(a) free of errors, notably:                             <ul style="list-style-type: none"> <li>○ misinterpretation/mistranslation (one word is used instead of another in the same lexical field or a translation that means the contrary of the idea expressed in the source text);</li> <li>○ additions and/or omissions (an element appears in the target text that is not in the source text or vice-versa);</li> <li>○ grammar;</li> <li>○ punctuation; and</li> <li>○ spelling mistakes.</li> </ul> </li> <li>(b) consistent with:                             <ul style="list-style-type: none"> <li>○ the formatting of the original document;</li> <li>○ with the electronic document format provided (such as .docx, .xls, etc); and</li> <li>○ acronyms/terminology.</li> </ul> </li> <li>(c) and, be virus-free and do not contain malicious or unauthorized codes.</li> </ul> <hr/> <p><b>Scoring:</b> The bidder will receive points in accordance with the scoring methodology detailed in Table TR2 for each of items (a) to (c).</p>

#	Rated Technical Evaluation Criteria			
	<p><b>TR2</b></p> <p><b>Scoring Methodology</b></p> <p>Points will be attributed based on the sample of translation work submitted as a response to criterion M6, for each of items (a) to (c) as follows:</p>			
	<b>Excellent:</b> up to 2 anomalies identified			
	<b>Fair:</b> between 3 and 6 anomalies identified			
	<b>Inadequate:</b> more than 6 anomalies identified	0%	50%	100%
	(a) errors	<b>0 points</b>	<b>30 points</b>	<b>60 points</b>
	o misinterpretation/mistranslation	0	5	10
	o additions	0	5	10
	o omissions	0	5	10
	o grammar	0	5	10
	o punctuation	0	5	10
	o spelling mistakes	0	5	10
	(b) consistency	<b>0 points</b>	<b>15 points</b>	<b>30 points</b>
	o with the formatting of the original document	0	3	6
	o with the electronic document format provided (such as .docx, .xls, etc)	0	3	6
	o in acronyms/terminology	0	3	6
	(c) virus-free and does not contain malicious or unauthorized codes	<b>0 points</b>	<b>5 points</b>	<b>10 points</b>
	<b>TOTAL TR2</b>	<b>0 points</b>	<b>50 points</b>	<b>100 points</b>

#	Rated Technical Evaluation Criteria																															
<b>R3</b>	<p><b>Format of the Proposal</b></p> <p>The bidder should submit an easy-to-follow and well-structured proposal, which:</p> <ul style="list-style-type: none"> <li>(a) follows a coherent structure including use of headings and numbering consistent with the evaluation criteria;</li> <li>(b) uses correct sentence structure, spelling, grammar and punctuation;</li> <li>(c) contains an appropriate language level;</li> <li>(d) includes consistent use of terminology/acronyms, and clear and concise text; and</li> <li>(e) omits excessive or irrelevant information.</li> </ul> <hr/> <p><b>Scoring:</b> The bidder will receive points in accordance with the scoring methodology detailed in Table TR3 for each of items (a) to (e).</p> <hr/> <p style="text-align: center;"><b>TR3</b></p> <p style="text-align: center;"><b>Scoring Methodology</b></p> <p>The bidder’s proposal will be assessed against each of items (a) to (e) as follows:</p> <p><b>Excellent:</b> Proposal fully meets the requirements of the item</p> <p><b>Fair:</b> Proposal somewhat addresses the item or has inconsistencies</p> <p><b>Inadequate:</b> Proposal provides insufficient information to assess</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th></th> <th style="text-align: center;">0%</th> <th style="text-align: center;">50%</th> <th style="text-align: center;">100%</th> </tr> </thead> <tbody> <tr> <td>(a) coherent structure including use of headings and numbering consistent with the evaluation criteria</td> <td style="text-align: center;"><b>0 points</b></td> <td style="text-align: center;"><b>1 point</b></td> <td style="text-align: center;"><b>2 points</b></td> </tr> <tr> <td>(b) correct sentence structure, spelling, grammar and punctuation</td> <td style="text-align: center;"><b>0 points</b></td> <td style="text-align: center;"><b>1 point</b></td> <td style="text-align: center;"><b>2 points</b></td> </tr> <tr> <td>(c) appropriate language level</td> <td style="text-align: center;"><b>0 points</b></td> <td style="text-align: center;"><b>1 point</b></td> <td style="text-align: center;"><b>2 points</b></td> </tr> <tr> <td>(d) consistent use of terminology/acronyms, and clear and concise text</td> <td style="text-align: center;"><b>0 points</b></td> <td style="text-align: center;"><b>1 point</b></td> <td style="text-align: center;"><b>2 points</b></td> </tr> <tr> <td>(e) omits excessive or irrelevant information</td> <td style="text-align: center;"><b>0 points</b></td> <td style="text-align: center;"><b>1 point</b></td> <td style="text-align: center;"><b>2 points</b></td> </tr> <tr> <td><b>TOTAL TR3</b></td> <td style="text-align: center;"><b>0 points</b></td> <td style="text-align: center;"><b>5 points</b></td> <td style="text-align: center;"><b>10 points</b></td> </tr> </tbody> </table>					0%	50%	100%	(a) coherent structure including use of headings and numbering consistent with the evaluation criteria	<b>0 points</b>	<b>1 point</b>	<b>2 points</b>	(b) correct sentence structure, spelling, grammar and punctuation	<b>0 points</b>	<b>1 point</b>	<b>2 points</b>	(c) appropriate language level	<b>0 points</b>	<b>1 point</b>	<b>2 points</b>	(d) consistent use of terminology/acronyms, and clear and concise text	<b>0 points</b>	<b>1 point</b>	<b>2 points</b>	(e) omits excessive or irrelevant information	<b>0 points</b>	<b>1 point</b>	<b>2 points</b>	<b>TOTAL TR3</b>	<b>0 points</b>	<b>5 points</b>	<b>10 points</b>
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#	Rated Technical Evaluation Criteria
Overall Rated Technical Score for Table B	
	<b>126</b> points
<b>TOTAL POSSIBLE SCORE (TOTAL TR1+TR2+TR3)</b>	
	<b>210</b> points

**Part 8 – Financial Evaluation Criteria**

The Bidder must meet the following Mandatory Financial Evaluation criteria in order to be considered financially responsive. Proposals which do not meet these mandatory criteria will be deemed financially non-compliant and will be given no further consideration.

Citerions	Description	Reference / Met / Not Met
FM1	The bidder must provide a firm all-inclusive regular rate and emergency rate to complete the work outlined in the Statement of Work.	

**Bidders must insert firm all-inclusive rates**

A	B	C
Item	Translation Services as defined in the Contract	Rate
	<b>Period of Contract: Initial Term</b>	
1	Regular Work	Firm all-inclusive rate of \$ <b>bidder to insert</b> /word
2	Urgent Work	Firm all-inclusive rate of \$(Regular Work rate x 1.25)/word
	<b>Optional year one (1)</b>	
1	Regular Work	Firm all-inclusive rate of \$ <b>bidder to insert</b> /word
2	Urgent Work	Firm all-inclusive rate of \$(Regular Work rate x 1.25)/word
	<b>Optional year two (2)</b>	
1	Regular Work	Firm all-inclusive rate of \$ <b>bidder to insert</b> /word
2	Urgent Work	Firm all-inclusive rate of \$(Regular Work rate x 1.25)/word
	<b>Optional year three (3)</b>	



1	Regular Work	Firm all-inclusive rate of \$ <b>bidder to insert</b> /word
2	Urgent Work	Firm all-inclusive rate of \$(Regular Work rate x 1.25)/word
<b>Optional year four (4)</b>		
1	Regular Work	Firm all-inclusive rate of \$ <b>bidder to insert</b> /word
2	Urgent Work	Firm all-inclusive rate of \$(Regular Work rate x 1.25)/word
<b>Optional year five (5)</b>		
1	Regular Work	Firm all-inclusive rate of \$ <b>bidder to insert</b> /word
2	Urgent Work	Firm all-inclusive rate of \$(Regular Work rate x 1.25)/word

Definitions:

**Regular rate:** Translation to be done during one (1) regular day, (Monday to Friday).

**Emergency rate:** Translation to be done during weekends and Statutory holidays, that must be completed within 24 hours from when it is received unless otherwise.

## **Translation 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. Former Public Servant

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

3.2. For the purposes of this clause,

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

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

“lump sum payment period” means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the

implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

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

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

If yes, the Bidder must provide the following information:

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

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

3.4. Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **YES**  **NO**

If yes, the Bidder must provide the following information:

- (a) name of former public servant;
- (b) conditions of the lump sum payment incentive;
- (c) date of termination of employment;
- (d) amount of lump sum payment;
- (e) rate of pay on which lump sum payment is based;
- (f) period of lump sum payment including start date, end date and number of weeks;

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

#### **4. Status and Availability of Resources**

- 4.1. The Bidder certifies that, should it be awarded a contract as a result of the RFP, every resource proposed in its proposal will be available to perform the Work as required by Elections Canada and at the time specified in the RFP or agreed to with Elections Canada. If for reasons beyond its control, the Bidder is unable to provide the services of its proposed resources, the Bidder acknowledges that Elections Canada may:
- (a) at its sole discretion, either before or after obtaining the name of a replacement in accordance with Section 3.03 of the General Conditions, terminate the Contract for default, pursuant to Article 18 of the General Conditions; or
  - (b) request that the Bidder propose, in accordance with Section 3.03 of the General Conditions, a replacement with similar qualifications and experience. In response to such request, the Bidder must advise the Contracting Authority of the reason for the substitution.
- 4.2. If the Bidder has proposed any resource who is not an employee of the Bidder, the Bidder certifies that it has the permission from that resource to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Elections Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the resource, of the permission given to the Bidder and of his/her availability.

#### **5. Education and Experience**

- 5.1. The Bidder certifies that all the information provided in the résumés and supporting material submitted with its proposal, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every resource proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.
- 5.2. The Contractor certifies that each of the Contractor's resources performing the Work shall meet the following requirements at all times during the performance of the Work:
- (a) has graduated from a recognized post-secondary education program in translation or

linguistics;

OR

- (b) is a certified member in good standing of a recognized Canadian provincial association of translators and interpreters, such as the Association of Translator and Interpreters of Ontario (ATIO) or Ordre des traducteurs, terminologues et interprètes agréés du Québec (OTTIAQ);

OR

- (c) worked as a translator for the Translation Bureau (TB) (PWGSC) for at least five cumulative years, either as a TB employee or as a supplier; in the latter case, the translator must have had a contract with the TB in their own name or as the owner of a sole proprietorship.

- 5.3. Elections Canada reserves the right to verify that the Contractor’s resources performing the Work meet the above requirement by requesting that the Contractor provide copies of degrees, diplomas, designations or certifications, and their validity period, or copies of contracts or employment records, as applicable, at any time during the performance of the Contract.

**6. General**

- 6.1. 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.
- 6.2. 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.

Print Name of Authorized Representative of Bidder: \_\_\_\_\_

Print Title of Authorized Representative of Bidder: \_\_\_\_\_

\_\_\_\_\_  
Signature of the Authorized Representative of Bidder

\_\_\_\_\_  
Date