



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

AMENDMENT TO REQUEST FOR STANDING OFFER

The Request for Standing Offer is hereby amended; unless otherwise indicated, all other terms and conditions of the Request for Standing Offer remain the same.

RFSO Amendment No. 2	RFSO Amendment Date: June 15, 2016
Office of the Chief Electoral Officer File No. ECCL-RFSO-15-0580	
Title: Coaching Services	
Request for Standing Offer Closing Date: July 12, 2016 - 2:00 p.m. (Gatineau time)	
ENQUIRIES – address enquiries to the Contracting Authority: Office of the Chief Electoral Officer of Canada Procurement and Contracting Services 30 Victoria Street Gatineau, Quebec K1A 0M6 proposition-proposal@elections.ca	
Attention: Chantal Lagacé	Tel No. 819-939-1233

Part 1. Interpretation

- 1.1** Elections Canada hereby amends in accordance with this amendment the Request for Standing Offer (RFSO) for Coaching Services bearing number ECCL-RFSO-15-0580 and dated June 1, 2016 (the "RFSO"). This amendment hereby forms part of the RFSO.
- 1.2** Unless defined herein or unless the context otherwise requires, all of the words and phrases defined in the RFSO and used in this amendment shall have the same meanings assigned to them in the RFSO.

Part 2. Questions and Answers

The following question(s) have been asked in response to the RFSO and Elections Canada hereby answers as follows:

2.1 Question No. 6

Question:

Has Elections Canada previously awarded a Standing Offer for Coaching Services of either similar or identical nature?

If so, can Elections Canada provide the name(s) of the qualified vendor(s) who were awarded a Standing Offer?

Answer: No, Elections Canada has not previously awarded a Standing Offer for Coaching Services.

2.2 Question No. 7

Question:

Article 10, Section 10.01 Sub Article 10.01.01 of the Security Requirement states:

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

Section 3.03 Replacement of Specific Individuals, Sub Section b states:

proof that the proposed replacement has the required security clearance granted by Elections Canada or Canada, if applicable.

Will Elections Canada deem an Offer responsive and compliant if the proposed resource(s) retain(s) a valid "Reliability Status," granted by Procurement and Public Services Canada and not by Elections Canada?

Answer: Yes, a valid “Reliability Status” granted by PSPC (formerly PWGSC) will be accepted.

Part 3. AMENDMENTS

3.1 In Article 2.4 Submission of Offers of Part 1 to 5 RFSO – Coaching Services

Delete: Article 2.4 **Submission of Offers** in its entirety.

Insert: Article 2.4 **Submission of Offers** (Revised June 15, 2016) that is attached to this RFSO.



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

REQUEST FOR STANDING OFFER

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

Offeror's Name:
Address:
Tel No.:
Fax. No.:
<p>IN WITNESS WHEREOF, this Request for Standing Offer has been duly executed on behalf of the Offeror by the hands of its officer duly authorized in that behalf</p> <p>_____</p> <p><i>signature of authorized signatory</i></p> <p>_____</p> <p><i>print name of authorized signatory</i></p> <p>_____</p> <p><i>print title of authorized signatory</i></p> <p>Date: _____</p>

Chief Electoral Officer of Canada File No.
ECCL-RFSO-15-0580

Title: Coaching Services	Date: June 1, 2016
--	----------------------------------

Request for Standing Offer Closing Date: July 12, 2016 – 2:00 p.m. (Gatineau time)
--

INQUIRIES – address inquiries to:
<p>Office of the Chief Electoral Officer of Canada Procurement and Contracting Services 30 Victoria Street Gatineau QC K1A 0M6</p>

Attention: Chantal Lagacé Advisor Procurement and Contracting Services	Tel No. 819-939-1233
	E-mail: proposition-proposal@elections.ca

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

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

Part 1 – General Information

Part 2 – Offeror Instructions

Part 3 – Offer Preparation Instructions

Part 4 – Evaluation Procedures and Basis of Selection

Part 5 – Security, Financial and Other Requirements

Part 6 – Standing Offer (“Standing Offer”)

Annex A – Resulting Contract Clauses

Appendix A – Statement of Work;
Appendix B – Supplemental Conditions – Contractor to own IP Rights;
Appendix C – Supplemental Conditions – Personal Information; and
Appendix D – General Conditions – Services;

Annex B – Pricing Tables;
Annex C – Security Requirements Check List; and
Annex D – Template Call-up.

Part 7 – Technical Evaluation Criteria

Annex A – Identification of Services; and
Annex B – Client/Project Reference Template.

Part 8 – Financial Evaluation Criteria

Annex A – Financial Offer Table Template.

Part 9 – Certificates

Request for Standing Offer

ECCL-RFSO-15-0580 Coaching Services

Part 1. General Information

1.1 Code of Conduct for Procurement

- 1.1.1 Offerors must comply with the [Code of Conduct for Procurement](#). In addition, Offerors must respond to RFSOs in an honest, fair and comprehensive manner; accurately reflect their capacity to satisfy the requirements stipulated in the RFSO, Standing Offer and any resulting contracts; submit offers as well as enter into contracts only if they will fulfill all obligations of those contracts.
- 1.1.2 By submitting an offer, Offerors acknowledge that, to ensure fairness, openness and transparency in the procurement process, the commission of certain acts or offences will render them ineligible to be issued a Standing Offer and awarded contracts. Elections Canada will declare non-responsive any offer in respect of which the information herein requested is missing or inaccurate, or in respect of which the information contained in the certificates contemplated in this Section 1.1 is found to be untrue, in any respect, by Elections Canada. If it is determined, after issuance of a Standing Offer, that the Offeror made a false declaration or certification, Elections Canada will have the right to set aside the Standing Offer and to terminate for default any resulting contracts. The Offeror and any of the Offeror's Affiliates will also be required to remain free and clear of any acts or convictions specified herein during the period of any Standing Offer arising from this RFSO and any Call-ups made against such Standing Offer. Elections Canada may verify the information provided by the Offeror including the information relating to the acts or convictions specified herein, through independent research, use of any government resources or by contacting third parties.
- 1.1.3 By submitting an offer, the Offeror certifies that no one convicted under any of the provisions under Subparagraphs 1.1.3 (a) and (b) are to receive any benefit under a Standing Offer or any resulting contracts arising from this RFSO. In addition, the Offeror certifies that except for those offences where a criminal pardon or a record suspension has been obtained or capacities restored by the Governor in Council, neither the Offeror nor any of the Offeror's Affiliates has ever been convicted of an offence under any of the following provisions:
- (a) [Criminal Code of Canada](#), R.S.C. 1985, c. C-46:
 - i. Section 121 (Frauds on the government and Contractor subscribing to election fund);
 - ii. Section 124 (Selling or Purchasing Office);
 - iii. Section 380 (Fraud committed against Her Majesty);

- iv. Section 418 (Selling defective stores to Her Majesty);
 - v. Section 462.31 (Laundering proceeds of crime);
 - vi. Section 467.11 to 467.13 (Participation in activities of criminal organization);
- (b) [Financial Administration Act](#), R.S.C. 1985, c. F-11:
- i. Paragraph 80(1)(d) (False entry, certificate or return);
 - ii. Subsection 80(2) (Fraud against Her Majesty);
 - iii. Section 154.01 (Fraud against Her Majesty);
- (c) [Competition Act](#), R.S.C. 1985, c. C-34:
- i. Section 45 (Conspiracies, agreements or arrangements between competitors);
 - ii. Section 46 (Foreign directives);
 - iii. Section 47 (Bid Rigging);
 - iv. Section 49 (Agreements or arrangements of federal financial institutions);
 - v. Section 52 (False or misleading representation);
 - vi. Section 53 (Deceptive notice of winning a prize);
- (d) [Income Tax Act](#), R.S.C. 1985, c-1:
- i. Section 239 (False or deceptive statements);
- (e) [Excise Tax Act](#), R.S.C. 1985, c. E-15:
- i. Section 327 (False or deceptive statements);
- (f) [Corruption of Foreign Public Officials Act](#), S.C. 1998, c-34:
- i. Section 3 (Bribing a foreign public official);
- (g) [Controlled Drugs and Substance Act](#), S.C. 1996, c-19:
- i. Section 5 (Trafficking in substance);
 - ii. Section 6 (Importing and exporting);
 - iii. Section 7 (Production of substance).

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

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

- (a) no one else is capable of performing the contract;
- (b) emergency;
- (c) national security;
- (d) health and safety; or
- (e) economic harm.

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

- 1.1.6 By submitting an offer, the Offeror certifies that neither the Offeror nor any of the Offeror's Affiliates have directly or indirectly, paid or agreed to pay, and will not, directly or indirectly, pay a contingency fee to any individual for the solicitation, negotiation or obtaining of the Standing Offer and any Call-ups made against the Standing Offer if the payment of the fee would require the individual to file a return under section 5 of the *Lobbying Act*.
- 1.1.7 For the purpose of this Section 1.1, an Affiliate means a business concern, organization or individual that, directly or indirectly, 1) either one controls or has the power to control the other or 2) a third party has the power to control both. Indicia of control include, but are not limited to, interlocking management or ownership, identity of interests among family members, shared facilities and equipment, common use of employees, or a business entity created following the charges or convictions contemplated in Section 1.1, which has the same or similar management, ownership or principal employees as the Offeror that is charged or convicted, as the case may be.
- 1.1.8 The Offeror acknowledges and agrees that the certifications contemplated in Section 1.1 must remain valid during the period of any Standing Offer arising from this RFSO.

1.2 Definitions

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

1.3 Summary

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

1.3.1 Requirement

The Statement of Work attached as Annex A – Appendix A to the Contract ("SOW") outlines the services that will be required by Elections Canada.

It is Elections Canada's intent to enter into up to nine (9) Standing Offers based on the following service categories:

- a) 4 Standing Offers for - Coaching Services – Group and Individual – French service category
- b) 5 Standing Offers for - Coaching Services – Group and Individual – English service category

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

1.3.2 Period of the Standing Offer

The period for making Call-ups against the Standing Offer will be from the Effective Date of the Standing Offer until March 31, 2018.

The Offeror grants to Elections Canada the irrevocable option to extend the term of the Standing Offer by up to three (3) additional one (1) year periods under the same terms and conditions.

1.3.3 Security Requirement

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

1.3.4 Trade Agreements

The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), the Agreement on Internal Trade (AIT), the Canada-Chile Free Trade Agreement, the Canada Colombia Free Trade Agreement, the Canada-Peru Free Trade Agreement and the Canada-Panama Free Trade Agreement.

1.4 Communications Notification

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

1.5 Debriefings

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

Part 2. Offeror Instructions

2.1 Instructions and Conditions

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

2.2 Procurement Business Number

Canadian suppliers are required to have a Procurement Business Number (PBN) before the Effective Date of the Standing Offer. Suppliers may register for a PBN in the [Supplier Registration Information](https://buyandsell.gc.ca/for-businesses/for-businesses-guide/register-as-a-supplier) 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 Info Line at 1-800-811-1148 to obtain the telephone number of the nearest [Supplier Registration Agent](#).

2.3 Definition of Offeror

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

2.4 Submission of Offers

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

2.4.2 It is the Offeror's responsibility to:

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

containing the offer; and

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

- 2.4.3 If Elections Canada has provided Offerors with multiple formats of a document that forms part of the RFSO (for example, a document may be downloaded through the Government Electronic Tendering Service (GETS) but may also be made available on CD-ROM through GETS), the format downloaded through GETS will take precedence. If Elections Canada posts an amendment to the RFSO revising any documents provided to Offerors in multiple formats, Elections Canada will not necessarily update all formats to reflect these revisions. It is the Offeror's responsibility to ensure that revisions made through any RFSO amendment issued through GETS are taken into account in those alternate formats that were not revised as a result of an amendment.
- 2.4.4 Offers will remain open for acceptance for a period of not less than 180 calendar days from the RFSO closing date. Elections Canada reserves the right to seek an extension of the offer validity period from all responsive Offerors in writing, within a minimum of five (5) calendar days before the end of the offer validity period. If the extension is accepted by all responsive Offerors, Elections Canada will continue with the evaluation of the offers. If the extension is not accepted by all responsive Offerors, Elections Canada will, at its sole discretion, either continue with the evaluation of the offers of those who have accepted the extension or cancel the RFSO.
- 2.4.5 Offer documents and supporting information may be submitted in either English or French.
- 2.4.6 Offers received on or before the stipulated RFSO closing date and time will become the property of Elections Canada and will not be returned. All offers will be treated as confidential, subject to the provisions of the [Access to Information Act](#), R.S. 1985, c. A-1 and the [Privacy Act](#), R.S. 1985, c. P-21, as amended from time to time.
- 2.4.7 Unless specified otherwise in the RFSO, Elections Canada will evaluate only the documentation provided with an Offeror's offer. Elections Canada will not evaluate information such as references to Web site addresses where additional information can be found or technical manuals or brochures not submitted with the offer.
- 2.4.8 An offer cannot be assigned or transferred in whole or in part.

2.5 Transmission by Facsimile and Email

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

2.6 Late Offers

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

2.7 Delayed Offers

2.7.1 An offer delivered to the Proposal Receiving Unit after the RFSO closing date and time but before the announcement of the successful Offeror or Offerors, as the case may be, or before a Standing Offer is entered into may be considered, provided the Offeror can prove the delay is due solely to a delay in delivery that can be attributed to the Canada Post Corporation (CPC) (or national equivalent of a foreign country). Purolator Inc. is not considered to be part of CPC for the purposes of this Section. The only pieces of evidence relating to a delay in the CPC system that are acceptable to Elections Canada are :

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

that clearly indicates that the offer was mailed before the RFSO closing date.

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

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

2.8 Customs Clearance

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

2.9 Legal Capacity

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

2.10 Rights of Elections Canada

Elections Canada reserves the right to:

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

2.11 Rejection of Offer

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

- (a) the Offeror is bankrupt or where, for whatever reason, its activities are rendered inoperable for an extended period;
- (b) evidence, satisfactory to Elections Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Offeror, any of its employees or any subcontractor included as part of the offer;
- (c) evidence, satisfactory to Elections Canada, that based on past conduct or behavior, the Offeror, a subcontractor or a person who is to perform the Work is unsuitable or has conducted himself/herself improperly;
- (d) Elections Canada has exercised its contractual remedies of suspension or termination for default with respect to a contract with the Offeror, any of its employees or any subcontractor included as part of the offer; and
- (e) Elections Canada determines that the Offeror's performance on other contracts, including the efficiency and workmanship as well as the extent to which the Offeror performed the work in accordance with those contracts, is sufficiently poor to jeopardize the successful completion of the requirement of this RFSO.

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

2.12 Communication – Solicitation Period

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

2.13 Price Justification

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

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

2.14 Offer Costs

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

2.15 Conduct of Evaluation

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

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

2.16 Joint Venture

2.16.1 A joint venture is an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred as a consortium, to submit together an offer on a requirement. Offerors who

submit an offer as a joint venture must indicate clearly that it is a joint venture and provide the following information:

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

2.16.2 If the information is not clearly provided in the offer, the Offeror must provide the information on request from the Standing Offer Authority.

2.16.3 The offer and any Standing Offer must be signed by all the members of the joint venture unless one member has been appointed to act on behalf of all members of the joint venture. The Standing Offer Authority may, at any time, require each member of the joint venture to confirm that the representative has been appointed with full authority to act as its representative for the purposes of the RFSO and any Standing Offer. If a Standing Offer is issued to a joint venture, all members of the joint venture will be jointly and severally liable for the performance of any contract resulting from a Call-up.

2.17 Conflict of Interest – Unfair Advantage

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

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

2.17.2 The experience acquired by an Offeror who is providing or has provided the goods and services described in the RFSO (or similar goods or services) will not, in itself, be considered by Elections Canada as conferring an unfair advantage or creating a conflict of interest. This Offeror remains however subject to the criteria established in Subsection 2.17.1.

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

representations before Elections Canada makes a final decision. Offerors who are in doubt about a particular situation should contact the Standing Offer Authority before the RFSO closing date. By submitting an offer, the Offeror represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Offeror acknowledges that it is within Elections Canada's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

2.18 Entire Requirement

The RFSO contains all the requirements relating to the request for offers. Any other information or documentation provided to or obtained by an Offeror from any source are not relevant to this RFSO. Offerors should not assume that practices used under previous Standing Offers or contracts will continue, unless they are described in the RFSO. Offerors should also not assume that their existing capabilities meet the requirements of the RFSO simply because they have met previous requirements.

2.19 Enquiries

- 2.19.1 All enquiries must be submitted in writing to the Standing Offer Authority no later than 15 calendar days before the RFSO closing date. Enquiries received after that time may not be answered.
- 2.19.2 Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by Offerors to explain each question in sufficient detail in order to enable Elections Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Elections Canada determines that the enquiry is not of a proprietary nature. Elections Canada may edit the questions or may request that the Offerors do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all Offerors. Enquiries not submitted in a form that can be distributed to all Offerors may not be answered by Elections Canada.

2.20 Applicable Laws

- 2.20.1 Any Standing Offer and resulting contracts must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario, subject always to any paramount or applicable federal laws.
- 2.20.2 Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, by deleting Ontario in Subsection 2.20.1 and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the laws of Ontario are acceptable to the Offerors in accordance with such subsection.

2.21 Improvement of Requirement During Solicitation Period

Should Offerors consider that the specifications or the SOW contained in the RFSO could be improved technically or technologically, Offerors are invited to make suggestions, in writing, to the Standing Offer Authority. Offerors 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 Offeror will be given consideration provided they are submitted to the Standing Offer Authority at least fifteen (15) calendar days before the RFSO closing date. Elections Canada will have the right to accept or reject any or all suggestions.

Part 3. Offer Preparation Instructions

3.1 Offer Preparation Instructions

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

- Section I: Technical Offer (four (4) hard copies & one soft copy on a USB storage device)
- Section II: Financial Offer (one (1) hard copy)
- Section III: Certifications (one (1) hard copy)

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

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

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

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

3.1.5 To assist in reaching the objective set out in the [Policy on Green Procurement](#), Offerors are encouraged to:

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

- (d) 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, duo-tangs or binders.

3.2 Section I – Technical Offer

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

3.3 Section II – Financial Offer

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

3.4 Section III – Certificates

- 3.4.1 The Certificates in Part 9 must be completed by the Offeror in accordance with this Section 3.4. Offerors must provide the required certifications to be issued a Standing Offer. Elections Canada will declare an offer non-responsive if the required certifications are not completed and submitted as requested.
- 3.4.2 Offerors' compliance with the certifications provided to Elections Canada is subject to verification by Elections Canada during the offer evaluation period and after the issuance of a Standing Offer. The Standing Offer Authority will have the right to ask for additional information to verify Offerors' compliance with the certifications before the issuance of a Standing Offer. The offer will be declared non-responsive if any certification made by the Offeror is untrue, whether knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Standing Offer Authority for additional information will also render the offer non-responsive.
- 3.4.3 The Certificates in Part 9 should be completed and submitted with the offer but may be submitted afterwards. If any part of these Certificates is not completed and submitted as requested, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request

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

Part 4. Evaluation Procedures and Basis of Selection

4.1 General Evaluation Procedures

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

4.2 Technical Evaluation

- 4.2.1 The mandatory and rated technical evaluation criteria are set out in Part 7 – Technical Evaluation Criteria.

4.3 Financial Evaluation

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

4.4 Basis of Selection

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

Phase 1 – Mandatory Technical Evaluation
 Phase 2 – Rated Technical Evaluation
 Phase 3 – Financial Evaluation
 Phase 4 – Determination of Highest Ranked Offeror(s)

In the event evaluators are made aware of information in one Phase that contradicts information contained in a previous Phase, evaluators reserve the right to re-evaluate that portion of the previous Phase and adjust the previously adjudicated score accordingly. If such re-evaluation results in the Offeror's offer being non-responsive for the re-evaluated Phase, the offer will be assessed as non-responsive and given no further consideration.

4.4.3 Phase 1 – Mandatory Technical Evaluation

- (a) In Phase 1, all offers will be evaluated for their compliance with all the requirements of the RFSO and the mandatory technical evaluation criteria set out in Section 7.1 of Part 7 – Technical Evaluation Criteria.

Any offer that fails to:

- i. comply with all the requirements of the RFSO; or
 - ii. meet any of the mandatory technical evaluation criteria,
- (b) With respect to the client references provided by Offerors for mandatory technical evaluation criteria, Elections Canada may decide to contact all client references. If it so decides, the client references of all Offerors will be contacted.

Elections Canada will make only three (3) attempts over a maximum of five (5) Business Days from the first attempt to contact a client reference provided with the Offeror's offer (the "Original Contact Info"). If Elections Canada is not successful in reaching a client reference after three (3) attempts using the Original Contact Info, the Standing Offer Authority may contact the Offeror for alternative contact information for that same client reference. Elections Canada will make only three (3) attempts over a maximum of five (5) Business Days from the first attempt to contact a client reference alternate contact information. The Offeror will not be permitted to submit an alternate client reference after the RFSO closing date.

If Elections Canada is unsuccessful in obtaining a response from a client reference (either through the Original Contact Info or the alternate contact information), after making such attempts, the offer will be deemed non-responsive and will not be given further consideration.

For greater certainty, the Offeror will only be given the opportunity to provide alternate contact information one time for each client reference.

- (c) If at any time during the reference check, Elections Canada determines that the Offeror has not met a mandatory technical evaluation criterion, the Offeror's offer will be deemed non-responsive and will not be given further consideration.

4.4.4 Phase 2 – Rated Technical Evaluation

In Phase 2, the offers that are deemed responsive in Phase 1 will be evaluated against the rated technical evaluation criteria set out in Section 7.2 of Part 7 – Technical Evaluation Criteria (the "Phase 2 Offers").

- (a) If any Phase 2 Offer does not obtain the required minimum of seventy (70) percent overall of the points for the technical evaluation criteria which are subject to point rating, such offer will be deemed non-responsive and will not be given further

consideration. The rating is performed on a scale of 155 points.

- (b) The Phase 2 Score will be assigned an overall weight of 60% during the Phase 4 - Determination of Highest Ranked Offeror(s).

4.4.5 Phase 3 – Financial Evaluation

In Phase 3, the offers that are deemed responsive in Phases 1 and 2 will be evaluated against the mandatory financial evaluation criteria set out in Part 8 – Financial Evaluation Criteria (the “Phase 3 Offers”).

- (a) The Offeror must submit Annex A – Financial Offer Table Template completed for each service category that it has submitted a Technical Offer. If it fails to do so, its offer will be deemed non-responsive and will not be given further consideration.
- (b) The price of the offer will be evaluated in Canadian dollars. Applicable sales taxes must be excluded. Canadian customs duties and excise taxes are, where applicable, to be included.
- (c) For the Phase 3 Offers that are responsive, the financial evaluation criteria detailed in Part 8 – Financial Evaluation Criteria will be used to determine the “Phase 3 Score”.
- (d) The Phase 3 Score will be assigned an overall weight of 40% during the Phase 4 - Determination of Highest Ranked Offeror(s).

1.1.2 Phase 4 – Determination of Highest Ranked Offeror(s)

In Phase 4, a combined evaluation score for those offers that passed phases 1, 2 and 3 (the “Phase 4 Offers”) will be determined in accordance with the following formula:

$$\begin{aligned} &\text{Phase 2 Score (maximum 60\%)} + \\ &\text{Phase 3 Score (maximum 40\%)} = \\ &\text{Combined Evaluation Score (maximum 100\%)} \end{aligned}$$

Offers will be ranked from highest to lowest based on the service category.

In the Coaching Services – Group and Individual – French Service category the four (4) Offerors with the highest combined evaluation score will be considered for the issuance of a Standing Offer.

In the Coaching Services – Group and Individual – English Service category the five (5) Offerors with the highest combined evaluation score will be considered for the issuance of a Standing Offer.

Offers will be ranked from highest to lowest based on the service category.

Part 5. Security, Financial and Other Requirements

5.1 Security Requirement

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

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

5.2 Insurance Requirements

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