



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

<b>Office of the Chief Electoral Officer File No.</b>  ECADB-RFP-16-0309
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<b>Title:</b>  Warehousing and Distribution Services	<b>Date:</b>  December 6, 2016
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<b>Request for Proposal Closing Date:</b>  December 21, 2016
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<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>  Annie de Bellefeuille	<b>Tel No.</b>  819-939-1490

<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>
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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 – Security Requirement Check List

Annex E – Fair Price Certification [if applicable]

**Part 7 – Technical Evaluation Criteria**

Annex A – Technical Evaluation Criteria – Table A

Template A – Client Reference Template

**Part 8 – Financial Evaluation Criteria**

Annex A – Proposal Pricing Table Template

**Part 9 – Certificates**

# Request for Proposal

## ECADB-RFP-16-0309

### Part 1. General Information

#### 1.1 Code of Conduct for Procurement

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

- (a) Criminal Code of Canada, R.S.C. 1985, c. C-46:
- i. section 121 (Frauds on the government and contractor subscribing to election fund);
  - ii. section 124 (Selling or Purchasing Office);
  - iii. section 380 (Fraud committed against Her Majesty);
  - iv. section 418 (Selling defective stores to Her Majesty);
  - v. section 462.31 (Laundering proceeds of crime);
  - vi. section 467.11 to 467.13 (Participation in activities of criminal organization);

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

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

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

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

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

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

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

## **1.2 Definitions**

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

## **1.3 Summary**

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

### **1.3.1 The Requirement**

- (a) Background

To comply with the CEA, EC must keep electoral material for a prescribed period of time which, because of numerous minority governments and the minimal available space at 440 Coventry, creates the need to have additional warehousing space.

(b) Brief Description

EC is seeking proposals for the provision of warehousing and distribution services within the National Capital Region on an “as and when requested” basis. The Contractor must take into account the nature of EC for which a peak period of activity occurs during each Electoral Events.

1.3.2 Period of the Contract

The Contract period will from contract award to March 31, 2018.

The bidder grants to Elections Canada the irrevocable option to extend the Term of the Contract by three (3) additional periods of up to twelve (12) months each under the same terms and conditions.

1.3.3 Security Requirement

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

1.3.4 Trade Agreements

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

**1.4 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 180 calendar days from the RFP closing date. Elections Canada reserves the right to seek an extension of the proposal validity period from all responsive bidders in writing, within a minimum of three (3) calendar days before the end of the proposal validity period. If the extension is accepted by all responsive bidders, Elections Canada will continue with the evaluation of the proposals. If the extension is not accepted by all responsive bidders, Elections Canada will, at its sole discretion, either continue with the evaluation of the proposals of those who have accepted the extension or cancel the RFP.

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

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

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

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

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

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

## **2.6 Late Proposals**



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

## **2.7 Delayed Proposals**

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

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

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

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

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

## **2.8 Customs Clearance**

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

## **2.9 Legal Capacity**

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

## **2.10 Rights of Elections Canada**

Elections Canada reserves the right to:

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

## **2.11 Rejection of Proposal**

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

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

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

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

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

## **2.12 Communication – Solicitation Period**

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

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

## **2.13 Price Justification**

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

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

(c) does not include any provision for discounts to selling agents.

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

## **2.14 Proposal Costs**

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

## **2.15 Conduct of Evaluation**

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

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

2.15.2 Bidders must comply with any request related to any of the items listed in Subsection 2.15.1

within the delay prescribed in such request. Failure to comply with the request may result in the proposal being declared non-responsive.

## **2.16 Joint Venture**

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

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

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

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

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

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

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

advantage.

- 2.17.2 The experience acquired by a bidder who is providing or has provided the goods and services described in the RFP (or similar goods or services) will not, in itself, be considered by Elections Canada as conferring an unfair advantage or creating a conflict of interest, subject however, if such bidders trigger any of the circumstances identified in Paragraphs 2.17.1(a) and (b).
- 2.17.3 Where Elections Canada intends to reject a proposal under this Section, the Contracting Authority will inform the bidder and provide the bidder an opportunity to make representations before making a final decision. Bidders who are in doubt about a particular situation should contact the Contracting Authority before the RFP closing date. By submitting a proposal, the bidder represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The bidder acknowledges that it is within Elections Canada's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

## **2.18 Entire Requirement**

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

## **2.19 Enquiries**

- 2.19.1 All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar days before the RFP closing date. Enquiries received after that time may not be answered.
- 2.19.2 Bidders should reference as accurately as possible the numbered item of the RFP to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Elections Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Elections Canada determines that the enquiry is not of a proprietary nature. Elections Canada may edit the questions or may request that the bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Elections Canada.

## **2.20 Applicable Laws**

- 2.20.1 The Contract must be interpreted and governed, and the relations between the parties

determined, by the laws in force in Ontario, subject always to any paramount or applicable federal laws.

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

### **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 (4 hard copies)

Section II: Financial Proposal (1 hard copy)

Section III: Certifications (1 hard copy)

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

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

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

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

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

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

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

- (a) use paper containing fibre certified as originating from a sustainably managed forest and/or containing a minimum 30% recycled content; and
- (b) use an environmentally preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

### **3.2. Section I – Technical Proposal**

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

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

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

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

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



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

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

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

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

### **4.2. Technical Evaluation**

- 4.2.1 The mandatory technical evaluation criteria are set out in Section A of Part 7 – Technical Evaluation Criteria.

### **4.3. Basis of Selection**

- 4.3.1. A proposal must comply with all the requirements of the RFP and meet all mandatory technical evaluation criteria. 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. The responsive proposal with the lowest evaluated price will be considered for award of a contract.
- 4.3.2. The evaluation and selection process will be conducted in the following phases:

Phase 1 – Mandatory Technical Evaluation  
Phase 2 – Financial Evaluation  
Phase 3 – 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.

#### **4.3.3. 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.

#### 4.3.4. Phase 2 – Financial Evaluation

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

4.3.6. 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.

#### 4.3.7. Phase 3 – Determination of Highest Ranked Bidder

4.3.8. In Phase 3, the proposal deemed responsive in Phases 1 and 2 with the lowest evaluated price will be considered for award of a contract.

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

### **5.1 Security Requirement**

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

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

### **5.2 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.

<p><b>Contractor's Name and Address:</b></p> <p>[insert Contractor's LEGAL NAME and ADDRESS at contract award]</p>
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<b>Contract No.:</b> To be inserted 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]

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

<p><b>IN WITNESS WHEREOF</b>, this Contract has been duly executed by the Chief Electoral Officer of Canada by his duly authorized representative and by the Contractor by the hands of its officer duly authorized in that behalf.</p>	
<p>[Insert contractor's LEGAL NAME]</p> <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.

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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;
5. Annex D – Security Requirements Check List; and
6. 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 (the “Initial Term”) to March 31, 2018.

#### Section 3.02 Option to extend

3.02.01 The Contractor will grant to Elections Canada irrevocable options to extend the period of the Contract by three additional periods of 12 months under the same terms and conditions.

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

## ARTICLES OF AGREEMENT

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

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

### 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-  
E-mail:

- 4.02.02 The Technical Authority named above is the representative of Elections Canada and is

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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**

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



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### Section 6.02 Limitation of Expenditure

- 6.02.01 Elections Canada's total liability to the Contractor under the Contract for the Work performed during the Initial Term must not exceed \$\_\_\_\_\_ **[insert at contract award]**. Customs duties are included and any applicable sales tax is extra.
- 6.02.02 If Elections Canada exercises the option to extend the period of the Contract as per Section 3.02 of the Articles of Agreement, Elections Canada's total liability to the Contractor for the Work performed during each additional period of **[insert the period provided for in Section 3.02]** must not exceed \$\_\_\_\_\_ **[insert estimated amount for each option year (assumption that the amount is the same for each option year)]**. Customs duties are included and any applicable sales tax is extra.
- 6.02.03 No increase in the total liability of Elections Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any services that would result in Elections Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority.
- 6.02.04 With respect to each amount set out in Subsections **[XX]**, the Contractor must notify the Contracting Authority in writing as to the adequacy of such amount:
- (a) when it is 75 percent committed, or
  - (b) four months before the Contract expiry date, or
  - (c) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,
- whichever comes first.
- 6.02.05 If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Elections Canada's liability.

### Section 6.03 Applicable Sales Tax

- 6.03.01 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

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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 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

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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.

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

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

9.01.01 Elections Canada’s facilities, equipment, documentation and personnel are not automatically at the disposal of the Contractor. If access to government premises, computer systems (micro computer network), working space, telephones, terminals or documentation is required by the Contractor to perform the Work, the Contractor must advise the Contracting Authority of the need for such access in a timely

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fashion. If the Contractor's request for access is approved by Elections Canada and arrangements are made to provide access to the Contractor, the Contractor, its subcontractors, agents and employees must comply with all the conditions applicable at the Work site. The Contractor must further ensure that the facilities and equipment are used solely for the performance of the Contract.

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

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

## **Article 10 Security Requirement**

### **Section 10.01 Security Requirement**

- 10.01.01 The Contractor personnel requiring access to PROTECTED information, assets or Work site(s) must each hold a valid "Reliability Status," granted or approved by Elections Canada.
- 10.01.02 The Contractor must comply with the provisions of the:
- (a) Security Requirements Check List, attached at Annex D; and
  - (b) *Industrial Security Manual* (latest edition).

## **Article 11 Insurance**

### **Section 11.01 Insurance**

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

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### Article 12 Applicable Laws

#### Section 12.01 Applicable Laws

##### [Note to Bidders and Contracting Authority]

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

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

### Article 13 Certificates

#### Section 13.01 Certificates

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

#### Section 13.02 Federal Contractors Program

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

##### [Note to Bidders]

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

#### Section 13.03 Proactive Disclosure of Contracts with Former Public Servants

13.03.01 By providing information on its status in the Certificates, with respect to being a former public servant in receipt of a *Public Service Superannuation Act* pension, the

## ARTICLES OF AGREEMENT

Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with *Contracting Policy Notice: 2012-2* of the Treasury Board Secretariat of Canada.

### [Note to Bidders]

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

#### **Section 13.04 Fair Price Certification**

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

### **Article 14 Foreign Nationals**

#### [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**

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

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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 15 Contractor's Resources**

#### **[Note to Contracting Authority]**

When the contractor is not an individual, use Option 1 when one specific resource is required to perform the Work and use Option 2 when several specific resources are required to perform the Work and the Contractor was required to identify them in its proposal.

#### **OPTION 1**

15.01.01 The Contractor certifies that [Insert name of individual] will be available to perform the Work [as and when requested by Elections Canada].

#### **OPTION 2**

15.01.02 The Contractor certifies that the individuals identified in its proposal will be available to perform the Work [as and when requested by Elections Canada].

### **Article 16 Access to Information**

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

### **Article 17 Joint Venture**

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### Section 17.01 Joint Venture Contractor

17.01.01 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.

17.01.02 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.

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

17.01.04 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.

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





## Warehousing and Distribution 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.

440 Coventry	means EC's Distribution Centre located at 440 Coventry Road, Ottawa, Ontario
CEA	means the <i>Canada Elections Act</i> , S.C. 2000, c. 9, as amended from time to time
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, Quebec
Election Day	means the date for voting in an Electoral Event
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
Electoral Event	means general elections, by-elections and federally-organized referendums
Regular Working Hours	Monday to Friday between 8:00 a.m. to 5:00 p.m., excluding statutory holidays
Peak Period	Electoral Events occur every 4 years with a majority government. In a minority government, the period between Events can fluctuate unpredictably. As well, a referendum can be called with very short notice and has the same impact on EC as a regular Event. Once an Event

is imminent, the Peak Period starts 1 year prior to Election Day and ends 6 months after Election Day.

## **2. EC MANDATE**

2.01. EC, headed by the CEO, an agent of Parliament, is an independent, non-partisan agency with unique organizational features that reports directly to Parliament. EC exercises general direction and supervision over the conduct of elections and referendums at the federal level. Its mandate is to:

- a) be prepared to conduct a federal general election, by-election or referendum;
- b) administer the political financing provisions of the CEA;
- c) monitor compliance with electoral legislation;
- d) conduct public information campaigns on voter registration, voting and becoming a candidate;
- e) conduct education programs for students on the electoral process;
- f) provide support to the independent commissions in charge of adjusting the boundaries of federal electoral districts following each decennial census;
- g) carry out studies on alternative voting methods and, with the approval of parliamentarians, test alternative voting processes for future use during electoral events; and
- h) provide assistance and cooperation in electoral matters to electoral agencies in other countries or to international organizations.

## **3. INTRODUCTION**

3.01. EC requires additional warehousing space to manage and store all the material generated before and following an Electoral Event. The warehousing and distribution services include the provision of suitable, accessible, dry and secure space for storage of material, the material-handling equipment and warehousing aids necessary for efficient and safe handling of EC-owned material, distribution, transportation, management and additional services as detailed herein. This requirement does not include records storage or printing services.

## **PART II—OVERVIEW**

### **4. PROJECT BACKGROUND**

- 4.01. To comply with the CEA, EC must keep electoral material for a prescribed period of time. Because of numerous minority governments and the minimal available space at 440 Coventry, EC needs additional warehousing space.

### **5. OBJECTIVE**

- 5.01. EC requires warehousing and distribution services within the National Capital Region on an “as and when requested” basis.
- 5.02. The Contractor must take into account the fluctuating nature of EC’s warehousing and distribution needs and the Peak Period of activity that occurs during each Electoral Event.

## **PART III—SCOPE OF WORK**

### **6. SERVICES**

EC requirements for the warehousing and distribution services include, but are not limited to, the following services:

- 6.01. To receive, inspect, record, handle and store material, including, but not limited to, paper goods (excluding records storage), office furniture and computers on shrink-wrapped skids or in sealed monotainers.
- 6.02. The Contractor must appoint a resource to be the sole point of contact for EC for all activities and projects related to this SOW and to:
- a) be actively involved in and responsible for all day-to-day activities required during the term of this Contract.
  - b) ensure that resources with the appropriate skill sets and experience are identified within the Contractor’s organization and assigned to do the work.
  - c) coordinate EC requests and identified requirements within the Contractor’s organization.
  - d) escalate issues and/or problems within the Contractor’s organization to identify and implement a timely and effective solution.
  - e) meet with EC officials on an “as and when required” basis to provide updates on activities, issues and other matters, as deemed necessary by the Contractor and/or EC.

- f) provide and deliver all required reports and documentation.
- 6.03. As and when requested, to pick up and pack, address and prepare for shipping material on behalf of EC, using the mode of transportation indicated by EC.
- 6.04. To perform annual and special physical inventory counts, as requested, of any or all Identified User material stored. All authorized inventory taking will be chargeable based on the rates identified in the Pricing Schedule, and records of inventory taking will be provided to the EC Project Authority.
- 6.05. As and when requested, to provide a local pickup and delivery service, within the National Capital Region, solely for goods stored or to be stored in the Contractor's facility.
- 6.06. As and when requested, to pick up goods from their facility (Contractor's warehouse) and deliver them to EC at 440 Coventry within 24 hours.
- 6.07. To store Information Technology (IT) equipment on racks.
- 6.08. When goods arrive at the warehouse, the Contractor should obtain a list of arrived items from EC; when goods are removed from the warehouse inventory, the Contractor should obtain a list of removed items from EC. At all times, the Contractor should maintain an updated inventory of all items stored at the warehouse for EC. As well, the Contractor must provide reports for all material arriving at the warehouse, including serial number, bar code number or any additional identification method provided by EC to track delivery.
- 6.09. The Contractor must provide an up-to-date electronic inventory of all items in storage with their monthly invoice at no additional cost.
- 6.10. The Contractor must be able to deliver goods from their facility to 440 Coventry in Ottawa on a daily basis, and to include a packing slip with all deliveries. The packing slip should record shipment number, quantities, method of wrapping, bar code, serial number or any additional identification method.
- 6.11. Most requests for services will occur during regular working hours from 8:00 a.m. to 5:00 p.m., Monday to Friday. The Contractor must make provisions for service requests outside of regular working hours, on weekends and on statutory holidays, on an "as and when requested" basis.

## **Warehousing facility**

EC's requirements for the warehousing facilities include, but are not limited to, the following:

- 6.12. The proposed warehousing facility or facilities must have a combined minimum of 125,000 cubic feet available for EC material. Each facility must at least have 41,600 cubic feet available (equivalent to 650 monotainers, to be stored in racks or to a maximum of 4 high in an open space).
- 6.13. During an Electoral Event, the Contractor must be able to accommodate within 20 business days an additional requirement of up to 115,000 cubic feet within a 40 km radius of 440 Coventry, for a period of up to 6 months before the Event and up to 3 months following the Event.
- 6.14. The warehouse must meet all specifications specified in the SOW, be in a good state of repair and have adequate lighting.
- 6.15. The Contractor must store EC's materials in a monitored environment that must have control features to maintain stable temperature and humidity sufficient for the safe storage of printed and audio-visual (CD/DVDs) materials, including a variety of business forms. The temperature and the humidity levels must retain the integrity of the material as it was provided.
- 6.16. The warehouse must be equipped with a monitored alarm system for after-hours security.
- 6.17. The warehouse space must be laid out for aisles.
- 6.18. The racked area must be able to accommodate pallets of 4'6" in height (54") vertically and measuring 48" x 42".
- 6.19. The racked area must be able to accommodate Canada Post monotainers measuring 50" x 42" x 44".
- 6.20. The floor locations shall be capable of stacking at least 3 pallets high, each pallet being 4' in height.
- 6.21. The floor locations shall be capable of stacking Canada Post monotainers up to 4' high.
- 6.22. All doors must be equipped with adequate locking devices. Access to doors must not be blocked.

- 6.23. The warehouse must have at least 2 receiving and shipping docks that must be adjacent to the warehouse and be of sufficient height (industry standard) to accommodate large trucks and semitrailers.
- 6.24. The warehouse premises must be protected by a fire detection system and a sprinkler system.
- 6.25. A valid certificate from the fire department of the City must be in place at the time of Contract award and be valid during the life of the Contract, including any option years.
- 6.26. The Contractor's resources must be available to provide the warehousing and distribution services from 8:00 a.m. to 5:00 p.m., Monday to Friday inclusive. EC may also require warehousing and distribution services outside regular working hours, including weekends and statutory holidays. In such cases, EC will notify the Contractor a minimum of 5 days in advance.
- 6.27. The Contractor must notify EC at least 90 days in advance of any proposed changes to its warehouse location. The new facility must be located within the 40 km radius of the Distribution Centre located at 440 Coventry Road, Ottawa, Ontario. and must meet the specifications and standards specified in Part III Scope of the Work, Articles 6.01 to 6.39. Any proposed change(s) to the warehouse layout or location must be approved by EC in writing. All costs associated with the transfer of EC material to a new facility or warehouse layout will be the responsibility of the Contractor.
- 6.28. No changes to the location or layout of the warehousing facilities will be made by the Contractor during an Electoral Event. The warehousing facilities must remain the same from the day that the first Electoral Event material is stored.
- 6.29. After an Event, no changes to the warehouse facility proposed by the Contractor will be approved by EC from the day that the first Post-Event material is stored after Election Day, and up to 4 months thereafter.

### **Warehouse equipment and handling aids**

- 6.30. The Contractor must provide all warehouse equipment, supplies and handling aids required to provide EC with the warehousing and distribution services described in this SOW. All equipment must be maintained in good operating condition during the term of the Contract. The equipment required by EC includes, but is not limited to, the following:
- 6.31. A powered forklift capable of reaching the highest location in the warehouse.
- 6.32. A powered forklift or “docker” for loading and unloading, capable of stacking pallets and moving palletized material in and out of transport vans.
- 6.33. An automatic, semiautomatic or manual shrink wrap machine must be available to “unitize” all pallet loads prior to shipping.

### **Warehouse safekeeping practices**

- 6.34. The Contractor must follow industry standard safety regulations and current government regulations applicable to warehousing and must follow good warehousing practices, e.g. stacks away from the wall, active warehousing, good housecleaning program, rodent and pest control program, good lighting, etc.
- 6.35. Access to EC items stored in the Contractor’s warehouse must be restricted to the Contractor’s authorized personnel and to the EC Identified Users only. During all hours of operation, the doors to the warehouse must be either locked or supervised.
- 6.36. The Contractor must have an existing automated inventory and status tracking system for the rapid inputting of material into inventory and the continuous tracking of all activities involving EC material kept at the Contractor’s warehouse.
- 6.37. Telephone communication with the Contractor’s Resources must always be available during regular working hours, weekends and statutory holidays, as required by EC.
- 6.38. EC Identified Users must be allowed access to the Contractor’s warehouse for the purpose of inspecting their material. Visits are to be by appointment during regular working hours. Any necessary labour by the Contractor’s personnel, such as making material accessible for examination or inspection by lowering from upper storage levels, will be charged at the specified hourly labour rate. EC will provide, on request from the Contractor, a list of personnel authorized to inspect their material and may approve visits by other staff members on specific occasions. The Contractor must provide parking at no cost.



### **Transfer of EC material from previous supplier**

- 6.39. The Contractor must be ready to receive EC material from the previous contractor's warehouse(s) within 20 working days after Contract award.
- 6.40. Upon taking possession of the inventory from the previous contractor's facility, the Contractor must initially verify each shipment's contents against the previous contractor's supplied inventory list and packing slip.
- 6.41. The EC Project Authority must be advised of any missing material or information.
- 6.42. Any of the transferred material received with visible damage must be segregated and the EC Project Authority advised of the extent of the damage.
- 6.43. The Contractor must provide a written estimate and obtain authorization in writing from the EC Project Authority prior to proceeding with any requirement to repackage, re-skid or re-label received EC material. Upon receiving approval from EC, the Contractor may proceed with required work.
- 6.44. The Contractor must add all received EC material to the inventory of material in the inventory management system.
- 6.45. The Contractor must complete a detailed inventory of all transferred material and obtain confirmation in writing from the EC Project Authority that the inventory is accurate.

### **Inventory management at Contract end**

- 6.46. Three months prior to the Contract expiry date, or when requested by the EC Project Authority, the Contractor must perform a detailed inventory of all materials being warehoused under the Contract on behalf of EC. Two authorized representatives, 1 from EC and 1 Contractor Resource, will jointly perform the inventory. Upon completing this final inventory, the Contractor must submit an invoice itemizing the number of hours required to perform this task, at the approved hourly rates included in Annex XX Basis of Payment.
- 6.47. The EC Project Authority will subsequently provide the Contractor with instructions as to the repossession or transfer of such inventory as may be required.
- 6.48. Within 10 working days of receipt of the instructions from the EC Project Authority, the Contractor must submit a detailed estimate of the costs to implement the instructions for the repossession or transfer of inventory as required, including the number of hours required to perform this task.

### **The responsibilities of EC**

EC will be responsible for the following:

- 6.49. To supply the Contractor with all the necessary documentation required for the receipt of EC material to be warehoused.
- 6.50. To supply the Contractor with any relevant information or documentation that may be required for the shipment of the goods to different consignees, such as consignee's name, shipping address, method of transportation and deadline.
- 6.51. To inform the Contractor as soon as possible of any urgent requirements that could require overtime and/or extra resources.
- 6.52. To conduct the inspection and quality control of all material returned by the Contractor to EC.

<b>PART IV—PARAMETERS</b>
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#### **7. LOCATION OF WORK**

- 7.01. The work will be within the National Capital Region.

#### **8. OFFICIAL LANGUAGES**

- 8.01. The work has to be delivered in either English or French.

#### **9. DELIVERABLES**

- 9.01. The Contractor must take annual and ad hoc physical inventory counts, as requested, of any or all EC material stored. All authorized inventory taking will be chargeable and records of inventory taking must be provided electronically to the EC Project Authority.
- 9.02. The Contractor and/or the appointed single point of contact must attend meetings as requested by the EC Project Authority to discuss warehouse activities or other issues that affect the warehousing and distribution services provided by the Contractor.

#### **10. TRAVEL AND LIVING EXPENSES**

- 10.01. EC will not accept any travel and living expenses incurred by the Contractor.



## Warehousing and Distribution Services

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### ANNEX B Pricing Table



ANNEX B

**Pricing Table**

The Contractor will be paid the rates below for providing the services outlined in the SOW.

Service Item needed	Rates Initial term of contract (Contract award to March 31, 2018)	Option 1 (April 1, 2018, to March 31, 2019)	Option 2 (April 1, 2019, to March 31, 2020)	Option 3 (April 1, 2020, to March 31, 2021)
STORAGE (All inclusive, including provision of reports)	\$_____/cubic foot/month	\$_____/cubic foot/month	\$_____/cubic foot/month	\$_____/cubic foot/month
WAREHOUSING HANDLING Receiving, inspecting (ensure proper shipping norms), recording, (including unpacking and uncrating) picking orders	\$_____/firm all-inclusive hourly rate	\$_____/firm all-inclusive hourly rate	\$_____/firm all-inclusive hourly rate	\$_____/firm all-inclusive hourly rate

WAREHOUSING HANDLING OVERTIME on weekdays	\$ _____/firm all-inclusive hourly rate	\$ _____ /firm all-inclusive hourly rate	\$ _____ /firm all-inclusive hourly rate	\$ _____ /firm all-inclusive hourly rate
WAREHOUSING HANDLING OVERTIME on weekends	\$ _____/firm all-inclusive hourly rate	\$ _____ /firm all-inclusive hourly rate	\$ _____ /firm all-inclusive hourly rate	\$ _____ /firm all-inclusive hourly rate
WAREHOUSING HANDLING OVERTIME on statutory holidays	\$ _____/firm all-inclusive hourly rate	\$ _____ /firm all-inclusive hourly rate	\$ _____ /firm all-inclusive hourly rate	\$ _____ /firm all-inclusive hourly rate
TRANSPORTATION Local delivery (one person and one vehicle)	\$ _____/firm all-inclusive hourly rate	\$ _____ /firm all-inclusive hourly rate	\$ _____ /firm all-inclusive hourly rate	\$ _____ /firm all-inclusive hourly rate
TRANSPORTATION Local delivery (one person and one vehicle) on weekends	\$ _____/firm all-inclusive hourly rate	\$ _____ /firm all-inclusive hourly rate	\$ _____ /firm all-inclusive hourly rate	\$ _____ /firm all-inclusive hourly rate
TRANSPORTATION Local delivery (one person and one vehicle) on statutory holidays	\$ _____/firm all-inclusive hourly rate	\$ _____ /firm all-inclusive hourly rate	\$ _____ /firm all-inclusive hourly rate	\$ _____ /firm all-inclusive hourly rate

**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 Submission**

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

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

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

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

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

### **Section 6.02 Payment Period**

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

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

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

Where a delay referred to in Article 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 Article 16. Section 6.04 shall not apply to any amount withheld under this Subsection.

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

6.04.01 For the purpose of this Section:

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

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

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

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

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

## **Article 7 Accounts and Audit**

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

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

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

## **Article 8 Taxes**

### **Section 8.01 Municipal Taxes**

Municipal Taxes do not apply.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **Article 9 Transportation**

### **Section 9.01 Transportation Costs**

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

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

In light of the federal government's policy of underwriting its own risks, Elections Canada is precluded to pay for insurance or valuation charges for transportation beyond the point at which ownership of

goods passes to it (determined by the FOB point or Incoterms). Where increased carrier liability is available without charge, the Contractor must obtain the increased liability for shipment.

#### **Article 10 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**

- 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**

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

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

- 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**

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 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.

16.01.02 Within 15 Business Days of an Excusable Delay, the Contractor must:

- (a) provide written notice to the Contracting Authority of all the circumstances relating to such Excusable Delay; and
- (b) provide for approval to the Contracting Authority within 15 Business Days a clear work around plan explaining in detail the steps that the Contractor proposes to take in order to minimize the impact of the event causing the delay.

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

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

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

16.01.06 If the Contract is terminated under this Article, the Contracting Authority may require the Contractor to deliver to Elections Canada, in the manner and to the extent directed by the Contracting Authority, any completed parts of the Work not delivered and accepted before the termination and anything that the Contractor has acquired or produced specifically to perform the Contract. Elections Canada will pay the Contractor:

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

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

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

### **Article 17 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 calendar days. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so. While such an order is in effect, the Contractor must not remove any part of the Work from any premises without first obtaining the written consent of the Contracting Authority. Within these 180 calendar days, the Contracting Authority must either cancel the order or terminate the Contract, in whole or in part, under Article 18 or Article 19.
- 17.01.02 The Contracting Authority may, whether in the notice of the order or during the 180 calendar 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**

- 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.

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.

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

18.01.06 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**

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**

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**

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**

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

## **Article 26 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**

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**

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**

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 D



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat <b>05005-16-0309</b>
Security Classification / Classification de sécurité unclassified

**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>EE-FREM</b>
--------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------

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

4. Brief Description of Work / Brève description du travail  
To comply with the CEA, EC must keep electoral material for a prescribed period of time which, because of numerous minority governments and the minimal available space at 440 Coventry, creates the need to have additional warehousing space.

5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?	<input checked="" type="checkbox"/> No / Non	<input type="checkbox"/> Yes / Oui
------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------	------------------------------------

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

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

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

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

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

7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>

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

7. c) Level of information / Niveau d'information		
PROTECTED A / PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET / SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET / SECRET <input type="checkbox"/>
TOP SECRET / TRÈS SECRET <input type="checkbox"/>		TOP SECRET / TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>



PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?  
If Yes, indicate the level of sensitivity:  
Dans l'affirmative, indiquer le niveau de sensibilité :  No / Non  Yes / Oui
9. Will the supplier require access to extremely sensitive INFOSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?  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<br>COTE DE FIABILITÉ | <input type="checkbox"/> CONFIDENTIAL<br>CONFIDENTIEL           | <input type="checkbox"/> SECRET<br>SECRET           | <input type="checkbox"/> TOP SECRET<br>TRÈS SECRET               |
| <input type="checkbox"/> TOP SECRET- SIGINT<br>TRÈS SECRET - SIGINT         | <input type="checkbox"/> NATO CONFIDENTIAL<br>NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET<br>NATO SECRET | <input type="checkbox"/> COSMIC TOP SECRET<br>COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS<br>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



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 COSMIC TRÈS 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).



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

**13. Organization Project Authority / Chargé de projet de l'organisme**

Name (print) - Nom (en lettres moulées) Philippe Ouellette	Title - Titre Chief, Distribution Centre	Signature 	Date SEP 21 2016
Telephone No. - N° de téléphone 613-991-0192	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel philippe.ouellette@elections.ca	

**14. Organization Security Authority / Responsable de la sécurité de l'organisme**

Name (print) - Nom (en lettres moulées) Pascal Blier on behalf of Daniel Doré	Title - Titre Assistant-Director, Security	Signature 	Date 2016/09/21
Telephone No. - N° de téléphone 819-939-1413	Facsimile No. - N° de télécopieur 819-939-1437	E-mail address - Adresse courriel pascal.blier@elections.ca	

15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? / Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?

No / Non  Yes / Oui

**16. Procurement Officer / Agent d'approvisionnement**

Name (print) - Nom (en lettres moulées) Annie de Bellefeuille	Title - Titre Senior Advisor	Signature 	Date DEC 06 2016
Telephone No. - N° de téléphone 819-939-1490	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel annie.debellefeuille@elections.ca	

**17. Contracting Security Authority / Autorité contractante en matière de sécurité**

Name (print) - Nom (en lettres moulées)	Title - Titre	Signature elections.ca	Date
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	



# Warehousing and Distribution Services

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## Part 7

### Technical Evaluation Criteria



## CONTENTS

- **SECTION A—INSTRUCTIONS TO BIDDERS**
- **TABLE A—MANDATORY TECHNICAL EVALUATION CRITERIA**

#	MANDATORY TECHNICAL EVALUATION CRITERIA	MET/NOT MET
M1	References	
M2	Warehouse location	
M3	Cubic footage available—Non-event	
M4	Cubic footage available—Event	
M5	Proposed resource CV	
M6	Existing automated inventory and status tracking systems	
M7	Certificate from the fire department	
M8	Site visit	

- **TEMPLATE A—CLIENT REFERENCE TEMPLATE**

### SECTION A – INSTRUCTIONS TO BIDDERS

1. Bids will first be evaluated in accordance with the mandatory technical evaluation criteria detailed below. Bids failing to comply with all mandatory requirements will be considered non-responsive and will be given no further consideration.
2. The selection will then be based on the lowest-priced compliant bid passing the pre-contract award site visit. If the lowest-priced compliant bid fails to demonstrate compliance with each criterion from the Statement of Work (SOW) during the site visit, the contract may be awarded to the next compliant bidder, pending a successful site visit.

### TABLE A—MANDATORY TECHNICAL EVALUATION CRITERIA

Bids will be evaluated in accordance with the mandatory evaluation criteria below. The Bidder must provide supporting documentation in its proposal in order to demonstrate that the requirement has been met.

#	Mandatory Technical Evaluation Criteria	Scoring Methodology
<b>M1</b>	The Bidder must provide two (2) corporate references for whom the Bidder has successfully provided warehousing and distribution services similar* to those outlined in the SOW. Each reference must be for	<input type="checkbox"/> Met  <input type="checkbox"/> Not Met

#	Mandatory Technical Evaluation Criteria	Scoring Methodology
	<p>warehousing and distribution services provided for a minimum of two (2) years within the past five (5) years from the date of bid closing.</p> <p>*Similar is defined as providing warehousing and distribution services as specified in the SOW.</p> <p>Template A must be completed by the Bidders to provide details <b>for each of the references</b>.</p> <p>**Elections Canada may, but is not obligated to, validate any of the information provided for this criterion.</p>	
<b>M2</b>	<p>The Bidder must provide a map (paper or electronic format) showing that the proposed warehousing facility or facilities are located in the National Capital Region or within a radius of 40 km of the Elections Canada Distribution Centre located at 440 Coventry Road, Ottawa, Ontario.</p> <p>A full address of the facility must be provided and fall within the 40 km radius using this tool: <a href="https://www.freemaptools.com/radius-around-point.htm">https://www.freemaptools.com/radius-around-point.htm</a></p>	<p><input type="checkbox"/> Met</p> <p><input type="checkbox"/> Not Met</p>
<b>M3</b>	<p>The Bidder must provide plans or building layouts showing that the proposed warehousing facility or facilities have a combined minimum of 125,000 cubic feet available and that each facility has at least 41,600 cubic feet available.</p> <p>41,600 cubic feet = 650 monotainers to be stored in racks or to a maximum of four (4) high in an open space.</p> <p>Note: Elections Canada reserves the right to conduct an on site inspection of the warehouse facilities before awarding the contract.</p> <p>The proposed warehouse facilities must meet all of the specifications defined in the SOW Part III Scope of the Work, Articles 6.01 to 6.49.</p>	<p><input type="checkbox"/> Met</p> <p><input type="checkbox"/> Not Met</p>
<b>M4</b>	<p>The Bidder must demonstrate that it can accommodate an additional requirement of up to 115,000 cubic feet.</p> <p>During a general election or referendum period, the Bidder must be able to accommodate, within 20 business days, an additional requirement of up to 115,000 cubic feet, within a radius of 40 km of the Elections Canada Distribution Centre located at 440 Coventry Road, Ottawa, Ontario, for a period of up to six (6) months before the event and up to three (3)</p>	<p><input type="checkbox"/> Met</p> <p><input type="checkbox"/> Not Met</p>

#	Mandatory Technical Evaluation Criteria	Scoring Methodology
	months following the event. The same conditions as stated above apply.	
<b>M5</b>	<p>The Bidder must include with their proposal a detailed curriculum vitae (CV) for a proposed resource who will act as the single point of contact to manage the implementation and ongoing provision of the required services.</p> <p>The proposed resource must have two (2) years' experience within the last five (5) years (prior to the bid closing date) working as the single point of contact where the Bidder was performing similar services for a third party requiring all of the following:</p> <ul style="list-style-type: none"> <li>– Warehousing and distribution services;</li> <li>– Managing resources working in the warehouse and distribution services field;</li> <li>– Managing the Contractor's automated inventory and status tracking system; and</li> <li>– Escalating issues and/or problems within the Contractor's organization to identify and implement a timely and effective solution.</li> </ul> <p>The proposal must provide the following:</p> <ul style="list-style-type: none"> <li>– The name of the proposed resource.</li> <li>– The resource's role and responsibilities in each project, as proof of experience acquired.</li> <li>– A description of the services provided for the contract(s), in which the proposed resource obtained the required experience.</li> <li>– The start and end date of the contract(s).</li> <li>– Contact information for the client organization(s) for which the proposed resource provided the identified services.</li> </ul>	<p><input type="checkbox"/> Met</p> <p><input type="checkbox"/> Not Met</p>
<b>M6</b>	<p>The Bidder must have an existing automated inventory and status tracking systems for inputting material into inventory, and continuous tracking and updating of location and quantities of warehoused Elections Canada material.</p> <p>The Bidder must:</p> <p>a) Provide a detailed description of the existing automated inventory and status tracking system;</p>	<p><input type="checkbox"/> Met</p> <p><input type="checkbox"/> Not Met</p>

#	Mandatory Technical Evaluation Criteria	Scoring Methodology
	b) Provide existing procedures for updating information in the inventory system such as adding new inventory items, disposal of items and reducing inventory levels as material is shipped to Elections Canada; c) Demonstrate the ability to provide monthly or ad hoc inventory reports as requested by Elections Canada; and d) Demonstrate the ability to provide inventory reports to Elections Canada in an electronic format.	
<b>M7</b>	The Bidder must provide a copy of the valid certificate from the fire department of the City.	<input type="checkbox"/> Met <input type="checkbox"/> Not Met
<b>M8</b>	The Bidder must pass the pre-contract award site visit, as stated in section 6.26 of the SOW, by demonstrating compliance with each criterion from the SOW.	<input type="checkbox"/> Met <input type="checkbox"/> Not Met

**TEMPLATE A—CLIENT REFERENCE TEMPLATE**

Project # [Bidder to Insert]		
Bidder name		
<b>Client Identification</b>	Project title In a maximum of 500 words, describe the services provided for the client, including the amount of warehouse space.	
	Client name	
	Client address	
	Client contact name	
	Client contact title	
	Client telephone no.	
	Client email address	

Elections Canada  
Warehousing and Distribution Services

Part 8 – Financial Evaluation Criteria  
05005-16-0309



## Warehousing and Distribution Services

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Part 8

Financial Evaluation Criteria

### **General Instructions with Respect to the Financial Table**

Bidders must complete Table A of Annex A—Pricing Table Template (the “Pricing Tables”).

Bidders must provide all inclusive pricing, in the format specified, for each component identified in this Pricing Table.

If pricing is not provided for a component, a price of zero will be assigned for the component and the Bidder will be provided an opportunity to agree with the zero amounts.

If the Bidder agrees then the Basis of Payment will be considered compliant. However, if the Bidder disagrees then the proposal will be found non-compliant and no further evaluation will be done.

The Bidder must submit firm, all-inclusive rates and prices for each contract period, FOB destination, GST/HST extra if applicable.

### **Hourly Rates**

The firm, all-inclusive hourly rates indicated in the Financial Table must:

- a. include all costs to provide the Work outlined in Annex A—Statement of Work for the Initial Period and the option periods set out in Section 3 of Resulting Contract (the “Option Periods”);
- b. be in Canadian dollars;
- c. be all-inclusive and include all necessary labour, profit, training, travel within the NCR, and Canadian custom duties and excise taxes, where applicable; and
- d. exclude applicable sales taxes.

### **Total Evaluated Price**

The Total Evaluated Price will be calculated as a total of the extended price of F1 to F9, from the Initial Period and the three Option Periods.

**Annex A—Pricing Table**

A bid must comply with the mandatory criteria to be further evaluated against the total price. For evaluation purposes, the estimated quantities represent an estimated average yearly cost. The level of services estimated is only an approximation of requirements given in good faith and do not represent a commitment on the part of Elections Canada and that the Contractor will be required to adhere to the Statement of Work.

**Table A**

No.	Service Item needed (service item not needed shall be priced at \$0.00)	Estimated Usage (for evaluation purposes only)	Rates Initial term of contract (Contract award to March 31, 2018)	Option 1 (April 1, 2018, to March 31, 2019)	Option 2 (April 1, 2019, to March 31, 2020)	Option 3 (April 1, 2020, to March 31, 2021)	Extended Price (Initial term + option 1 + option 2 + option 3)
F1	STORAGE (All inclusive, including provision of reports)	41,600 cubic feet per Event x 3 Events, for an estimated total of 124,800 cubic feet	\$_____/cubic foot/month	\$_____/cubic foot/month	\$_____/cubic foot/month	\$_____/cubic foot/month	\$_____
F2	WAREHOUSING HANDLING Receiving, inspecting (ensure proper shipping norms), recording, (including unpacking and uncrating) picking orders	1,000 hours	\$_____/firm all-inclusive hourly rate	\$_____/firm all-inclusive hourly rate	\$_____/firm all-inclusive hourly rate	\$_____/firm all-inclusive hourly rate	\$_____



<b>F3</b>	WAREHOUSING HANDLING OVERTIME on weekdays	100 hours	\$ _____ /firm all-inclusive hourly rate	\$ _____ /firm all-inclusive hourly rate	\$ _____ /firm all-inclusive hourly rate	\$ _____ /firm all-inclusive hourly rate	\$ _____
<b>F4</b>	WAREHOUSING HANDLING OVERTIME on weekends	25 hours	\$ _____ /firm all-inclusive hourly rate	\$ _____ /firm all-inclusive hourly rate	\$ _____ /firm all-inclusive hourly rate	\$ _____ /firm all-inclusive hourly rate	\$ _____
<b>F5</b>	WAREHOUSING HANDLING OVERTIME on statutory holidays	10 hours	\$ _____ /firm all-inclusive hourly rate	\$ _____ /firm all-inclusive hourly rate	\$ _____ /firm all-inclusive hourly rate	\$ _____ /firm all-inclusive hourly rate	\$ _____
<b>F6</b>	TRANSPORTATION Local delivery (one person and one vehicle)	100 hours	\$ _____ /firm all-inclusive hourly rate	\$ _____ /firm all-inclusive hourly rate	\$ _____ /firm all-inclusive hourly rate	\$ _____ /firm all-inclusive hourly rate	\$ _____
<b>F7</b>	TRANSPORTATION Local delivery (one person and one vehicle) on weekends	25 hours	\$ _____ /firm all-inclusive hourly rate	\$ _____ /firm all-inclusive hourly rate	\$ _____ /firm all-inclusive hourly rate	\$ _____ /firm all-inclusive hourly rate	\$ _____
<b>F8</b>	TRANSPORTATION Local delivery (one person and one vehicle) on statutory holidays	10 hours	\$ _____ /firm all-inclusive hourly rate	\$ _____ /firm all-inclusive hourly rate	\$ _____ /firm all-inclusive hourly rate	\$ _____ /firm all-inclusive hourly rate	\$ _____

<b>F9</b>	TAKING PHYSICAL INVENTORY AS REQUESTED BY THE IDENTIFIED USER	250 hours	\$ _____ /firm all-inclusive hourly rate	\$ _____ /firm all-inclusive hourly rate	\$ _____ /firm all-inclusive hourly rate	\$ _____ /firm all-inclusive hourly rate	\$ _____
<b>Total Extended Price (sum of F1 to F9)</b>							\$ _____
<b>Total Evaluated Price (Total Extended Price Table A )</b>							\$ _____



## **Warehousing and Distribution 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 Warehousing and Distribution Services 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.
- 4.3. 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.



4.4. This procurement is set aside under the federal government's Strategy for Aboriginal Business, as detailed in Annex 9.4, Requirements for the Set-aside Program for Aboriginal Business, of the *Supply Manual*.

4.5. The Bidder:

- (a) certifies that it meets, and will continue to meet throughout the duration of any resulting contract, the requirements described in the above-mentioned annex;
- (b) agrees that any subcontractor it engages under any resulting contract must satisfy the requirements described in the above-mentioned annex; and
- (c) agrees to provide to Elections Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.

4.6. The Bidder must check the applicable box below:

- (a)  The Bidder is an Aboriginal business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.

**OR**

- (b)  The Bidder is either a joint venture consisting of two or more Aboriginal businesses or a joint venture between an Aboriginal business and a non-Aboriginal business.

4.7. The Bidder must check the applicable box below:

- (a)  The Aboriginal business has fewer than six full-time employees.

**OR**

- (b)  The Aboriginal business has six or more full-time employees.

4.8. The Bidder must, upon request by Elections Canada, provide all information and evidence supporting this certification. The Bidder must ensure that this evidence will be available for audit during normal hours by a representative of Elections Canada, who may make copies and take extracts from the evidence. The Bidder must provide all reasonably required facilities for any audits.

4.9. By submitting a proposal, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

4.10. If requested by the Contracting Authority, the Bidder must provide the following certification for each owner and employee who is Aboriginal:

“1. I am \_\_\_\_\_ (*insert “an owner” and/or “a full-time employee”*) of \_\_\_\_\_ (*insert name of business*), and an Aboriginal person, as defined in Annex 9.4 of the *Supply Manual* entitled “Requirements for the Set-aside Program for Aboriginal Business”.

“2. I certify that the above statement is true and consent to its verification upon request by Elections Canada.

\_\_\_\_\_  
Printed name of owner and/or employee

\_\_\_\_\_  
Signature of owner and/or employee

\_\_\_\_\_  
Date”

## 5. Privacy Act and Personal Information Protection and Electronic Documents Act

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

## 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.

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Signature of the Authorized Representative of Bidder

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Date

Print Name of Authorized Representative of Bidder:

Print Title of Authorized Representative of Bidder: