



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

REQUEST FOR STANDING OFFER

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

Offeror's Name:
Address:
Tel No.:
E-mail:
IN WITNESS WHEREOF , this Request for Standing Offer has been duly executed on behalf of the Offeror by the hands of its officer duly authorized in that behalf

<i>signature of authorized signatory</i>

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

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

Chief Electoral Officer of Canada File No.
ECAT-RFSO-18-0208

Title:	Date:
English Writing and Editing and French Editing and Comparative Editing Services	August 20, 2018

Request for Standing Offer Closing Date:
October 2, 2018 at 2:00PM (Gatineau time)

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

Attention:	Tel No.:
Ashley Tran Senior Advisor Procurement and Contracting Services	819-939-1469
	E-mail:
	Proposition-Proposal@elections.ca

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

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

Part 1 – General Information

Part 2 – Offeror Instructions

Part 3 – Offer Preparation Instructions

Part 4 – Evaluation Procedures and Basis of Selection

Part 5 – Security, Financial and Other Requirements

Part 6 – Standing Offer (“Standing Offer”)

Annex A – Resulting Contract Clauses

Appendix A – Statement of Work

Appendix B – General Conditions – Services

Appendix C – Supplemental Conditions – Intellectual Property

Appendix D – Loan Agreement for Use of Equipment by Contractors

Annex B – Pricing Tables

Annex C – Security Requirements Check List

Annex D – Template Call-up

Part 7 – Technical Evaluation Criteria

Part 8 – Financial Evaluation Criteria

Annex A – Financial Offer Table Template

Part 9 – Certificates

Request for Standing Offer

ECAT-RFSO-18-0208 ENGLISH WRITING AND EDITING AND FRENCH EDITING AND COMPARATIVE EDITING SERVICES

Part 1. General Information

1.1 Code of Conduct for Procurement

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

- iii. Section 380 (Fraud committed against Her Majesty);
 - iv. Section 418 (Selling defective stores to Her Majesty);
 - v. Section 462.31 (Laundering proceeds of crime);
 - vi. Section 467.11 to 467.13 (Participation in activities of criminal organization);
- (b) [Financial Administration Act](#), R.S.C. 1985, c. F-11:
- i. Paragraph 80(1)(d) (False entry, certificate or return);
 - ii. Subsection 80(2) (Fraud against Her Majesty);
 - iii. Section 154.01 (Fraud against Her Majesty);
- (c) [Competition Act](#), R.S.C. 1985, c. C-34:
- i. Section 45 (Conspiracies, agreements or arrangements between competitors);
 - ii. Section 46 (Foreign directives);
 - iii. Section 47 (Bid Rigging);
 - iv. Section 49 (Agreements or arrangements of federal financial institutions);
 - v. Section 52 (False or misleading representation);
 - vi. Section 53 (Deceptive notice of winning a prize);
- (d) [Income Tax Act](#), R.S.C. 1985, c-1:
- i. Section 239 (False or deceptive statements);
- (e) [Excise Tax Act](#), R.S.C. 1985, c. E-15:
- i. Section 327 (False or deceptive statements);
- (f) [Corruption of Foreign Public Officials Act](#), S.C. 1998, c-34:
- i. Section 3 (Bribing a foreign public official);
- (g) [Controlled Drugs and Substance Act](#), S.C. 1996, c-19:
- i. Section 5 (Trafficking in substance);
 - ii. Section 6 (Importing and exporting);
 - iii. Section 7 (Production of substance).

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

1.1.5 Offerors understand that Elections Canada may issue standing offers or contracts outside of the present solicitation process with an Offeror or an Affiliate who has been convicted of an offence enumerated under Subparagraphs 1.1.3 1.1.3(c) to 1.1.3(g) or with someone who has been convicted of an offence enumerated under Subparagraphs 1.1.3 1.1.3(c) to 1.1.3(g) when required to do so by law or legal proceedings or when Elections Canada, in its sole

discretion, considers it necessary to the public interest for reasons which include, but are not limited to:

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

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

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

1.2 Definitions

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

1.3 Summary

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

1.3.1 **The Requirement**

The Statement of Work attached as Appendix A to Part 6 (“SOW”) outlines the services that will be required by Elections Canada.

It is Elections Canada’s intention to enter into a minimum of 5 Standing Offers for each of the following service categories:

- a) Writing services in English
- b) Editing services in English
- c) Editing services in French
- d) Comparative editing services in French

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

1.3.2 **Period of the Standing Offer**

The period for making Call-ups against the Standing Offer will be from the Effective Date of the Standing Offer until **March 31, 2022**.

The Offeror grants to Elections Canada the irrevocable option to extend the term of the Standing Offer by up to **five** additional periods of **one** year 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 Standing Offer.

1.3.4 **Trade Agreements**

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO–AGP), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), the North American Free Trade Agreement (NAFTA), the Canadian Free Trade Agreement (CFTA), the Canada-Chile Free Trade Agreement, the Canada-Colombia Free Trade Agreement, the Canada-Peru Free Trade Agreement, the Canada-Panama Free Trade Agreement the Canada-Honduras Free Trade Agreement, the Canada-Ukraine Free Trade Agreement, and the Canada-Korea Free Trade Agreement.

1.3.5 **Federal Contractors Program**

There is a Federal Contractors Program (FCP) for employment equity requirement associated with this solicitation. Please see Part 6 – Resulting Standing Offer and Part 9 – Certificates.

1.4 Communications Notification

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

1.5 Debriefings

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

Part 2. Offeror Instructions

2.1 Instructions and Conditions

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

2.2 Procurement Business Number

Canadian suppliers are required to have a Procurement Business Number (PBN) before the Effective Date of the Standing Offer. Suppliers may register for a PBN in the [Supplier Registration Information](#) system on the Contracts Canada Web site. 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 Offeror

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

2.4 Submission of Offers

2.4.1 Elections Canada requires that each offer, at RFSO closing date and time or upon request from the Standing Offer Authority, be signed by the Offeror or by an authorized representative of the Offeror. If an offer is submitted by a joint venture, it must be in

accordance with Section 2.16.

2.4.1 It is the Offeror's responsibility to:

- (a) obtain clarification of the requirements contained in the RFSO, if necessary, before submitting an offer;
- (b) prepare its offer in accordance with the instructions contained in the RFSO;
- (c) submit by the RFSO closing date and time a complete offer;
- (d) send its offer only to the Proposal Receiving Unit specified on page 1 of this RFSO ("Proposal Receiving Unit"). The Proposal Receiving Unit is open from 8:00 a.m. to 4:30 p.m. EST Monday to Friday;
- (e) ensure that the Offeror's name, the Offeror's return address, the RFSO number, and the RFSO closing date and time are clearly visible on the envelope or parcel(s) containing the offer; and
- (f) provide a comprehensible and sufficiently detailed offer including all requested pricing details, that will permit a complete evaluation in accordance with the criteria set out in the RFSO.

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

2.4.3 Offers will remain open for acceptance for a period of not less than 200 calendar days from the RFSO closing date. Elections Canada reserves the right to seek an extension of the offer validity period from all responsive Offerors in writing, within a minimum of three calendar days before the end of the offer validity period. If the extension is accepted by all responsive Offerors, Elections Canada will continue with the evaluation of the offers. If the extension is not accepted by all responsive Offerors, Elections Canada will, at its sole discretion, either continue with the evaluation of the offers of those who have accepted the extension or cancel the RFSO.

2.4.4 Offer documents and supporting information may be submitted in either English or French.

- 2.4.5 Offers received on or before the stipulated RFSO closing date and time will become the property of Elections Canada and will not be returned. All offers will be treated as confidential, subject to the provisions of the [Access to Information Act](#), R.S. 1985, c. A-1 and the [Privacy Act](#), R.S. 1985, c. P-21, as amended from time to time.
- 2.4.6 Unless specified otherwise in the RFSO, Elections Canada will evaluate only the documentation provided with an Offeror's offer. Elections Canada will not evaluate information such as references to Web site addresses where additional information can be found or technical manuals or brochures not submitted with the offer.
- 2.4.7 An offer cannot be assigned or transferred in whole or in part.

2.5 Transmission by Facsimile and Email

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

2.6 Late Offers

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

2.7 Delayed Offers

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

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

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

- 2.7.2 Misrouting, traffic volume, weather disturbances, labour disputes or any other causes for the late delivery of offers are not acceptable reasons for the offer to be accepted by Elections Canada.
- 2.7.3 Postage meter imprints, whether imprinted by the Offeror, the CPC or the postal authority

outside Canada, are not acceptable as proof of timely mailing.

2.8 Customs Clearance

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

2.9 Legal Capacity

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

2.10 Rights of Elections Canada

Elections Canada reserves the right to:

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

2.11 Rejection of Offer

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

- (a) the Offeror is bankrupt or where, for whatever reason, its activities are rendered inoperable for an extended period;

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

2.11.2 Where Elections Canada intends to reject an offer pursuant to a provision of Subsection 2.11.1, the Standing Offer Authority will so inform the Offeror and provide the Offeror ten calendar days within which to make representations, before making a final decision on the rejection of the offer.

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

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

2.12 Communication – Solicitation Period

2.12.1 To ensure the integrity of the competitive RFSO process, enquiries and other communications regarding the RFSO must be directed to only the Standing Offer Authority. Failure to comply with this requirement may result in the offer being declared non-responsive.

2.12.2 To ensure consistency and quality of information provided to Offerors, enquiries of

significance received and the replies to such enquiries will be provided simultaneously to Offerors to which the RFSO has been sent, without revealing the sources of the enquiries.

2.13 Price Justification

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

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

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

2.14 Offer Costs

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

2.15 Conduct of Evaluation

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

- (a) seek clarification or verification from Offerors regarding any or all information provided by them with respect to the RFSO;
- (b) contact any or all references supplied by Offerors to verify and validate any information submitted by them;
- (c) request, before issuance of any Standing Offer, specific information with respect to Offerors' legal status;
- (d) conduct a survey of Offerors' facilities and/or examine their technical, managerial and financial capabilities to determine if they are adequate to meet the

requirements of the RFSO;

- (e) correct any error in the extended pricing of offers by using unit pricing and any error in quantities in offers to reflect the quantities stated in the RFSO. In the case of error in the extension of prices, the unit price will govern;
- (f) verify any information provided by Offerors through independent research, use of any government resources or by contacting third parties; and
- (g) test and interview, at the sole costs of Offerors, the Offeror and/or any or all of the resources proposed by Offerors to fulfill the requirement of the RFSO.

2.16 Joint Venture

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

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

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

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

2.17 Conflict of Interest – Unfair Advantage

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

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

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

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

2.18 Entire Requirement

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

2.19 Enquiries

2.19.1 All enquiries must be submitted in writing to the Standing Offer Authority no later than 15 calendar days before the RFSO closing date. Enquiries received after that time may not be answered.

2.19.2 Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by Offerors to explain each question in sufficient detail in order to enable Elections Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where

Elections Canada determines that the enquiry is not of a proprietary nature. Elections Canada may edit the questions or may request that the Offerors do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all Offerors. Enquiries not submitted in a form that can be distributed to all Offerors may not be answered by Elections Canada.

2.20 Applicable Laws

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

2.21 Improvement of Requirement During Solicitation Period

Should Offerors consider that the SOW could be improved technically or technologically, Offerors are invited to make suggestions, in writing, to the Standing Offer Authority. Offerors must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular Offeror will be given consideration provided they are submitted to the Standing Offer Authority at least 15 calendar days before the RFSO closing date. Elections Canada will have the right to accept or reject any or all suggestions.

2.22 Basis for Canada's Ownership of Intellectual Property

Elections Canada has determined that any intellectual property rights arising from the performance of the Work under the Standing Offer will belong to Elections Canada on the following grounds:

- (a) the Offeror, by submitting an offer, declares that it is not interested in owning the Intellectual Property Rights in Foreground Information (as such terms are defined in Appendix **C** – Supplemental Conditions of Part 6 – Standing Offer).

Part 3. Offer Preparation Instructions

3.1 Offer Preparation Instructions

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

Section I: Technical Offer (**four** hard copies)

Section II: Financial Offer (**four** hard copies)

Section III: Certifications (**one** hard copy)

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

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

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

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

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

3.1.5 To assist in reaching the objective set out in the Policy on Green Procurement, Offerors are encouraged to:

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

3.2.1 In their technical offer, Offerors should demonstrate their understanding of the requirements contained in the RFSO and, in a thorough, concise and clear manner, explain how they will meet the requirements of the SOW and carry out the Work.

3.2.2 The technical offer should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the offer will be evaluated, which are set out in Part 7 – Technical Evaluation Criteria. Simply repeating the statement contained in the RFSO is not sufficient. In order to facilitate the evaluation of the offer, Elections Canada requests that Offerors structure their offer in the order of the evaluation criteria by using the same headings. To avoid duplication, Offerors may refer to different sections of their offer by

identifying the specific paragraph and page number where the subject topic has already been addressed.

3.3 Section II – Financial Offer

Offerors must submit their financial offer in accordance with Part 8 – Financial Evaluation Criteria.

3.4 Section III – Certificates

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

Part 4. Evaluation Procedures and Basis of Selection

4.1 General Evaluation Procedures

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

4.2 Technical Evaluation

- 4.2.1 The mandatory and rated technical evaluation criteria (test requirements) are set out in Part

7 – Technical Evaluation Criteria.

4.3 Financial Evaluation

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

4.4 Basis of Selection

4.4.1 An offer must comply with all the requirements of the RFSO. If it is determined that an offer does not comply with any of the requirements of the RFSO, such offer will be deemed non-responsive and will not be given further consideration.

4.4.2 The evaluation and selection process will be conducted in the following phases:

Phase 1 – Mandatory Technical Evaluation

Phase 2 – Rated Technical Evaluation (Written Test)

Phase 3 – Financial Evaluation

Phase 4 – Determination of Highest Ranked Offeror(s)

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

4.4.3 Phase 1 – Mandatory Technical Evaluation

- (a) In Phase 1, all offers will be evaluated for their compliance with the mandatory technical evaluation criteria set out in Section A of Part 7 – Technical Evaluation Criteria. Any offer that fails to meet any of the mandatory technical evaluation criteria will be deemed non-responsive and will not be given further consideration.
- (b) With respect to each client reference provided by Offerors for mandatory technical evaluation criteria, Elections Canada may decide to contact all client references for all mandatory technical evaluation criteria or those for only specific mandatory technical evaluation criteria. If it so decides, the client references of all Offerors for those identified mandatory technical evaluation criteria will be contacted.
- (c) Elections Canada will make only three attempts over a maximum of five Business Days from the first attempt to contact a client reference provided with the Offeror's offer (the "Original Contact Info"). If Elections Canada is not successful in reaching a client reference after three attempts using the Original Contact Info, the Standing Offer Authority may contact the Offeror for alternative contact information for that

same client reference. Elections Canada will make only three attempts over a maximum of five Business Days from the first attempt to contact a client reference alternate contact information. The Offeror will not be permitted to submit an alternate client reference after the RFSO closing date.

- (d) If Elections Canada is unsuccessful in obtaining a response from a client reference (either through the Original Contact Info or the alternate contact information), after making such attempts, the offer will be deemed non-responsive and will not be given further consideration.
- (e) For greater certainty, the Offeror will only be given the opportunity to provide alternate contact information one time for each client reference.

4.4.4 Phase 2 – Rated Technical Evaluation (Written Test)

In Phase 2, the offers that are deemed responsive in Phase 1 will be evaluated against the rated technical evaluation criteria set out in Section B of Part 7 – Technical Evaluation Criteria (the “Phase 2 Offers”). If any Phase 2 Offer does not obtain the required minimum of 70% percent overall of the points for the technical evaluation criteria which are subject to point rating, such offer will be deemed non-responsive and will not be given further consideration. The rating is performed on a scale of 100 points.

4.4.5 Phase 3 – Financial Evaluation

In Phase 5, the offers that are deemed responsive in Phases 1 and 2 will be evaluated against the mandatory financial evaluation criteria set out in Part 8 – Financial Evaluation Criteria.

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

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

- (a) In Phase 4, a combined evaluation score for each offer that passed Phases 1, 2 and 3 (the “Phase 4 Offer”) will be determined in accordance with the following formula:

$$\frac{\text{OFFEROR'S PHASE 2 OFFER SCORE X 70}}{100 \text{ (MAXIMUM NUMBER OF POINTS AVAILABLE FOR PHASE 2)}} + \frac{\text{LOWEST PRICE X 30}}{\text{OFFEROR'S TOTAL OFFER PRICE (Annex A of Part 8 – Financial Evaluation Criteria)}} = \text{COMBINED EVALUATION SCORE}$$

- (b) For the purpose of the formula, the “Lowest Price” will be the lowest “Total Offer Price” submitted by Offerors in their completed Annex A – Financial Offer Table Template of Part 8 – Financial Evaluation Criteria.

- (c) As set out in the formula, the Phase 2 Offer score is weighted as 70 percent of the combined evaluation score and Total Offer Price is weighted as 30 percent of the combined evaluation.
- (d) The five Offerors with the highest combined evaluation score in the Phase 4 Offer will be considered for the issuance of a Standing Offer.

Part 5. Security, Financial and Other Requirements

5.1 Security Requirement

5.1.1 Before the issuance of a Standing Offer, the following conditions must be met:

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

5.1.2 Elections Canada will not delay the issuance of any Standing Offer to allow Offerors to obtain the required security clearance.

5.2 Insurance Requirements

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

Part 6 – Standing Offer (“Standing Offer”)



Procurement and Contracting Services

30 Victoria Street
Gatineau QC K1A 0M6

STANDING OFFER

The Offeror, 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 at the prices set out therefore.

Return one signed copy of the Standing Offer forthwith.

<p>Offeror’s Name and Address:</p> <p>[insert Offeror’s LEGAL NAME and ADDRESS at issuance of Standing Offer]</p>
--

<p>Standing Offer No.:</p> <p>05005-18-[insert at issuance of Standing Offer]</p>
--

<p>Title: [insert at issuance of Standing Offer]</p>	<p>Date of Standing Offer: [insert at issuance of Standing Offer]</p>
<p>Term of Standing Offer: [insert at issuance of Standing Offer]</p>	<p>Financial Code: [insert at issuance of Standing Offer]</p>
<p>Total Financial Limitation (incl. applicable sales tax): [insert at issuance of Standing Offer]</p>	<p>Applicable sales tax: [insert at issuance of Standing Offer]</p>

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

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

STANDING OFFER AGREEMENT

Article 1 Interpretation

Section 1.01 Definitions

1.01.01 In the Standing Offer, unless the context otherwise requires:

“Articles of the Standing Offer” means this Article 1 to [insert when issuing Standing Offer]

“Business Day” means a day other than a Saturday, Sunday or statutory holiday in the province of Quebec;

“Call-up” means an order signed and issued by the Standing Offer Authority in the form attached as Annex D;

“Code of Conduct for Procurement” means the Code of Conduct for procurement found at <http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html>;

“Contract” has the meaning ascribed to it in Article 8 and includes the Articles of Agreement, the general conditions, any supplemental conditions, annexes, appendices 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;

“Effective Date” means the date stated as the “Date of the Standing Offer” on the first page of the Standing Offer;

“Offeror” means the person or entity whose name appears on the first page of the Standing Offer and who offers to provide goods, services or both to Elections Canada under the Standing Offer;

“SPOC” means the Offeror’s single point of contact;

“SOW” means the statement of work attached as Appendix A to the Contract, including the schedules referred to therein, if any;

“Standing Offer” means the Articles of the Standing Offer, the written offer

STANDING OFFER AGREEMENT

from the Offeror referred to in Subsection 1.02.01, the annexes, the appendices and any other document specified or referred to as forming part of the Standing Offer;

“Standing Offer Authority” means the person designated as such in the Standing Offer, or by notice to the Offeror, to act as the representative of Elections Canada in the management of the Standing Offer; and

“Term” means the Initial Term identified in Section 2.01 and any additional periods resulting from Elections Canada exercising its irrevocable option to extend the period of the Standing Offer provided for in Section 2.02.

- 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 the Standing Offer as if those words and terms were defined herein.
- 1.01.03 The headings used in the Standing Offer are inserted for convenience of reference only and shall not affect their interpretation.
- 1.01.04 In the Standing Offer, 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 Standing Offer. 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 the Standing Offer;
 2. Annex A – Resulting Contract Clauses;
 3. Appendix A – Statement of Work;
 4. Appendix B – General Conditions – Services;

STANDING OFFER AGREEMENT

5. Appendix C – Supplemental Conditions – Intellectual Property;
6. Appendix D – Loan Agreement for Use of Equipment by Contractors;
7. Annex B – Pricing Tables;
8. Annex C – Security Requirements Check List;
9. Annex D – Template Call-up; and
10. the Offeror’s offer, dated _____ [insert at issuance of Standing Offer].

Section 1.03 General

The Offeror acknowledges that a Standing Offer is not a contract and that it does not oblige or commit Elections Canada to procure or contract for any goods, services or both listed in the Standing Offer. The Offeror understands and agrees that Elections Canada has the right to procure the goods, services or both specified in the Standing Offer by means of any other contract, Standing Offer or contracting method.

Section 1.04 Offer

- 1.04.01 The Offeror offers to provide and deliver to Elections Canada the goods, services or both described in the Standing Offer, in accordance with the pricing set out in Annex B – Pricing Tables if and when a request for such goods, services or both, is made in accordance with the procedures set out in Article 5 – Call-up Procedures.
- 1.04.02 The Offeror agrees that:
- (a) Elections Canada’s liability is limited to that which arises from Call-ups against the Standing Offer made within the Term of the Standing Offer;
 - (b) the Standing Offer cannot be assigned or transferred in whole or in part; and
 - (c) the Standing Offer may be set aside by Elections Canada at any time.

Section 1.05 Withdrawal

In the event that the Offeror wishes to withdraw the Standing Offer, the Offeror must provide no less than 30 calendar days’ written notice to the Standing Offer Authority. The 30 day period will start upon receipt of the notification by the Standing Offer Authority and the withdrawal will be

STANDING OFFER AGREEMENT

effective at the expiry of that period. The Offeror must fulfill any and all Call-ups made before the expiry of that period.

Section 1.06 Revision

The Term of the Standing Offer may only be extended, or its usage increased, by the Standing Offer Authority issuing a revision to the Standing Offer made in writing.

Section 1.07 Disclosure of Information

The Offeror agrees to the disclosure of its Standing Offer unit prices or rates by Elections Canada, and further agrees that it will have no right to claim against Elections Canada, their employees, agents or servants, or any of them, in relation to such disclosure.

Article 2 Period of Standing Offer

Section 2.01 Term

The Standing Offer period and period for making Call-ups against the Standing Offer will be from the Effective Date of the Standing Offer until March 31, 2022 (the “Initial Term”).

Section 2.02 Option to Extend

- 2.02.01 The Offeror will grant to Elections Canada irrevocable options to extend the Term of the Standing Offer by five additional periods of one year each under the same terms and conditions.
- 2.02.02 Elections Canada may exercise these options at any time by sending a written notice to the Offeror at least 15 calendar days before the Standing Offer expiry date or any extension thereof.
- 2.02.03 The options to extend the Term of the Standing Offer may be exercised only by the Standing Offer Authority.
- 2.02.04 Upon exercising each option, the amount stated as the “total financial limitation (incl. applicable sales tax)” on the first page of the Standing Offer shall be deemed to be increased to include the amount set out in the written notice.

Article 3 Authorities

Section 3.01 Standing Offer Authority

STANDING OFFER AGREEMENT

3.01.01 The Standing Offer Authority for the Standing Offer is:

[insert at issuance of Standing Offer]

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

3.01.02 The Standing Offer Authority is responsible for the management of the Standing Offer, and any changes to the Standing Offer must be authorized in writing by the Standing Offer Authority. The Offeror must not perform work in excess of or outside the scope of the Standing Offer or any resulting contract based on verbal or written requests or instructions from anybody other than the Standing Offer Authority.

3.01.03 Upon issuing a Call-up, the Standing Offer Authority is responsible for any contractual issues relating to individual Call-ups made against the Standing Offer.

Section 3.02 Technical Authority

3.02.01 The Technical Authority for the Standing Offer is:

[insert at issuance of Standing Offer]

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

3.02.02 The Technical Authority named above is the representative of Elections Canada and is responsible for all matters concerning the technical content of the Work under the Standing Offer. 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 revision of the Standing Offer issued by the Standing Offer Authority.

3.02.03 Unless otherwise specified in the Call-up, Elections Canada's representative with respect

STANDING OFFER AGREEMENT

to a Call-up (the “Call-up Authority”) shall be the same as the Technical Authority.

3.02.04 In the event that the Call-up contains a Call-up Authority that is different than the Technical Authority, he/she is responsible for all matters concerning the technical content of the Work under the Call-up. Technical matters may be discussed with the Call-up Authority; however, the Call-up 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 an amendment to the Call-up issued by the Standing Offer Authority.

Article 4 Offeror’s Representative

Section 4.01 Single Point of Contact

4.01.01 The SPOC between the Offeror and Elections Canada is:

[Note to Offerors]

Offerors are to provide in their offers the name, title, telephone number, facsimile number and e-mail address of its representative which will be included in this Section at issuance of the Standing Offer.

4.01.02 The SPOC must liaise with the Standing Offer 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 Standing Offer issues with the Standing Offer 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 the Work; and
- (c) meeting, as required, with Elections Canada on issues relating to this Standing Offer, including, without limiting the generality of the foregoing, to review the performance of the Work, suggest improvements and assist in analyzing statistical data.

Article 5 Call-up Procedures

Section 5.01 Issuance of Call-ups

In the event that Elections Canada wishes to accept the Offer set out herein, the Technical Authority will contact anyone of the holders of this Standing Offer to determine if such holder is

STANDING OFFER AGREEMENT

available to do the Work. If it is able to perform the Work and responds within the timeframe requested by the Technical Authority, the Standing Offer Authority will issue a Call-up against that Offeror's Standing Offer. If that Offeror is either unable to perform the Work or does not respond with the timeframe requested by the Technical Authority, the Technical Authority will contact any other Offeror until a Call-up maybe issued.

Section 5.02 Availability of the Offeror

The Offeror shall be available to commence the Work during an Electoral Event within 48 hours of the written notice that a Call-up will be issued.

Section 5.03 Amendments to Call-ups

Call-ups may be issued until the last day of the Term of the Standing Offer. No Contract may be amended after the end of the Term of the Standing Offer in order to lengthen the term of the Contract or increase its value.

Article 6 Certificates

Section 6.01 Certificates

6.01.01 Compliance with the certifications provided by the Offeror in its offer (the "Certificates") is a condition of authorization of the Standing Offer and subject to verification by Elections Canada during the Term. If the Offeror does not comply with any certification or it is determined that any certification made by the Offeror in the Certificates is untrue, whether knowingly or unknowingly, Elections Canada may terminate any Contract for default in accordance with the default provision of the General Conditions and set aside the Standing Offer.

6.01.02 The Offeror must provide the Standing Offer Authority written notice if any of the certifications made in its offer is no longer true. The notice shall provide an explanation as to the change in the certification. The Standing Offer authority may terminate any Contract for default in accordance with the default provision of the General Conditions and set aside the Standing Offer.

[Note to Offerors]

The following Section will be included in the Standing Offer if you checked box (e) in subsection [XX] of Part 9 – Certificates.

Section 6.02 Federal Contractors Program

STANDING OFFER AGREEMENT

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

[Note to Offerors]

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

Section 6.03 Proactive Disclosure of Contracts with Former Public Servants

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 Offeror 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 Offerors]

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

Section 6.04 Fair Price Certification

The Fair Price Certification signed by the Offeror and attached as Annex [XX] is a condition of the Standing Offer and subject to verification by Elections Canada during the Term of the Standing Offer. If it is determined that the certification made by the Offeror in such certification is untrue, whether made knowingly or unknowingly, Elections Canada may terminate any Contract for default in accordance with the default provision of the General Conditions and set aside the Standing Offer.

Article 7 Statement of Work

The Offeror must perform the Work requested pursuant to a Call-up in accordance with the SOW.

Article 8 Resulting Contract Clauses

STANDING OFFER AGREEMENT

Issuance of a Call-up, made in accordance with the provisions of the Standing Offer, to the Offeror constitutes acceptance of its offer and results in the creation of a contract between Elections Canada and the Offeror only for the goods, services or both described in the Call-up. The terms and conditions of such contract are those contained in Annex A – Resulting Contract Clauses.

Article 9 Security Requirement

Section 9.01 Security Requirement

- 9.01.01 The Offeror’s personnel requiring access to PROTECTED information, assets or Work site(s) must each hold a valid “Reliability Status”, granted or approved by Elections Canada.
- 9.01.02 The Offeror must comply with the provisions of the:
- (a) Security Requirements Check List, attached at Annex C; and
 - (b) Industrial Security Manual (latest edition).

Article 10 Foreign Nationals

[Note to Offeror]

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

OPTION 1

Section 10.01 Canadian Offeror

The Offeror must comply with Canadian immigration requirements applicable to foreign nationals entering Canada to work temporarily in fulfillment of any Contract. If the Offeror wishes to hire a foreign national to work in Canada to fulfill any Contract, the Offeror 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 Offeror is responsible for all costs incurred as a result of non-compliance with immigration requirements.

OPTION 2

Section 10.02 Foreign Offeror

STANDING OFFER AGREEMENT

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

Article 11 Resources

The Offeror certifies that the individuals identified in its offer will be available to perform the Work as and when requested by Elections Canada. If, for whatever reasons, the Offeror is unable to provide the services of such individual, then, in accordance with section 3.03 of the General Conditions, Elections Canada may, at its sole discretion, terminate the Contract for default in accordance with article 18 of the General Conditions.

Article 12 Access to Information

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

[Note to Offerors]

If applicable, depending on the legal status of the successful Offeror, the following Article will form part of the resulting Standing Offer and will be completed at the issuance of the Standing Offer.

Article 13 Joint Venture

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

STANDING OFFER AGREEMENT

- (a) With respect to the relationship among members of the joint venture Offeror, each member agrees, represents and warrants (as applicable) that:
- i. _____ has been appointed as the “representative member” of the joint venture Offeror and has full authority to act as agent for each member regarding all matters relating to the Standing Offer and any resulting 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 Offeror; and
 - iii. all payments made by Elections Canada to the representative member will act as a release by all the members.
- 13.01.02 All the members agree that Elections Canada may terminate the Standing Offer 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.
- 13.01.03 All the members are jointly and severally liable for the performance of the entire Standing Offer.
- 13.01.04 The Offeror 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.
- 13.01.05 The Offeror acknowledges that all security and controlled goods requirements in the Standing Offer, if any, apply to each member of the joint venture Offeror.

Annex A – Resulting Contract Clauses

Article 1 Interpretation

Section 1.01 Definition

1.01.01 Unless the context clearly requires otherwise, the capitalized terms used in the Contract shall have the definitions assigned to them in the Articles of the Standing Offer, in this Subsection 1.01.01 and in the General Conditions. 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.

“Articles of Agreement” means Articles 1 to 11;

“CEA” means the *Canada Elections Act*, S.C. 2000 c. 9, as amended from time to time;

“Call-up” means a duly signed Call-up;

“Contract Term” has the meaning ascribed to it in Section 3.01;

“Effective Date of the Contract” means the first date stated as the “Term of this Call-up” in the Call-up;

“Elections Canada” means the Office of the Chief Electoral Officer of Canada; and

“General Conditions” means the general conditions that form part of the Contract attached as Appendix B.

1.01.02 The definitions of words and terms in the annexes, and appendices, if any, 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.

Section 1.02 Priority of Documents

1.02.01 The following documents 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. Annex A – Articles of Agreement;
2. The Call-up against the Standing Offer;
3. Articles of the Standing Offer;
4. Appendix A – Statement of Work;
5. Appendix B – General Conditions – Services;
6. Appendix C – Supplemental Conditions – Intellectual Property;
7. Appendix D – Loan Agreement for Use of Equipment for Contractors;
8. Annex B – Pricing Table;
9. Annex C – Security Requirements Check List;
10. Annex D – Template Call-up; and
11. the Offeror’s offer, dated [insert at issuance of Standing Offer].

Article 2 Statement of Work

Section 2.01 SOW

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 Work must be completed within the term set out in the Call-up (the “Contract Term”).

Section 3.02 Early Termination of Term

3.02.01 In the event that the Work being conducted by the Contractor under this Contract is no longer required for any purpose or reason whatsoever, Elections Canada may, terminate the Contract by providing 10 calendar days’ written notice to the Contractor. In such an event, subject to final payment of the Work completed prior to the termination date set out in the notice, the Contractor releases Elections Canada from all claims and demands arising out of this termination or out of anything done or omitted to be done under the Contract.

Article 4 Authorities

Section 4.01 Contracting Authority

- 4.01.01 The Contracting Authority will be the Standing Offer Authority.
- 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 will be the Standing Offer Authority unless otherwise indicated in the Call-up.
- 4.02.02 The Technical Authority is the representative of Elections Canada and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority; however, the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting 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 Basis of Payment

Section 5.01 Contract Price

- 5.01.01 The Contractor will be paid an hourly rate for the Work in accordance with the Pricing Table attached as Annex B to the Standing Offer.
- 5.01.02 The Contractor must not perform Work beyond 7.5 hours in one day unless authorized in advance by the Technical Authority. The Contractor shall not be entitled to any premium for any hours worked beyond the 7.5. The hourly rates set-out in the Pricing Table will apply to such hours.

Section 5.02 Limitation of Expenditure

- 5.02.01 Elections Canada's total liability to the Contractor under the Contract must not exceed the amount identified on the Call-up. Customs duties are included, and any applicable sales tax is extra.
- 5.02.02 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.
- 5.02.03 The Contractor must notify the Contracting Authority in writing as to the adequacy of the sum:
- (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.
- 5.02.04 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 5.03 Applicable Sales Tax

- 5.03.01 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 Contract Price but will be paid by Elections Canada as provided in Article 7 – Payments and Invoices. The Contractor agrees to remit to the appropriate government agency any amounts of applicable sales tax paid or due.

Section 5.04 Office Closure

- 5.04.01 Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Elections Canada is not responsible for paying the

Contractor for work that otherwise would have been performed if there had been no evacuation or closure.

- 5.04.02 If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Elections Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

Article 6 Information Reporting

Section 6.01 Form T1204

- 6.01.01 Pursuant to paragraph 221(1)(d) of the *Income Tax Act*, R.S. 1985, c. 1 (5th Supp.), payments made by 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.
- 6.01.02 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.
- 6.01.03 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 7 Payments and Invoices

Section 7.01 Monthly Payment

7.01.01 Elections Canada will pay the Contractor on a monthly basis for that part of the Work performed during the month covered by the invoice, in accordance with the Contract if:

- (a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- (b) all such documents have been verified by Elections Canada; and
- (c) the Work performed has been accepted by Elections Canada.

Section 7.02 Invoices

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

7.02.02 Each invoice must be supported by:

- (a) a copy of time sheets to substantiate the time claimed.

7.02.03 The original and one copy of each invoice must be forwarded to the email address shown on page 1 of the Standing Offer for certification and payment.

Article 8 Elections Canada Facilities and Personnel

Section 8.01 Facilities

8.01.01 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, documentation and personnel for consultation is required by the Contractor to perform the Work, the Contractor must advise the Contracting Authority of the need for such access in a timely fashion. If the Contractor's request for access is approved by Elections Canada and arrangements are made to provide access to the Contractor, the Contractor, its subcontractors, agents and employees must comply with all the conditions applicable at the Work site. The Contractor must further ensure that the facilities and equipment are used solely for the performance of the Contract.

Section 8.02 Policies

8.02.01 The Contractor shall adhere to and comply with all Elections Canada policies,

guidelines, directives and standards relating to the access and use of Elections Canada facilities and personnel.

Section 8.03 Equipment

- 8.03.01 Elections Canada shall provide the Contractor with access to the equipment such as computer systems (micro computer network), telephones, and terminals necessary for the performance of the Work. The Contractor shall sign a loan agreement in the form set out in Appendix D – Loan Agreement for Use of Equipment for Contactors within ten (10) calendar days following the receipt of such equipment.
- 8.03.02 For greater certainty, the equipment listed in the signed loan agreement shall be deemed to form part of what constitutes “EC Property” for the purposes of the General Conditions.

Article 9 Insurance

Section 9.01 Insurance

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

Article 10 Applicable Laws

Section 10.01 Applicable Laws

- 10.01.01 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 11 Contractor’s Resources

Section 11.01 Resources

- 11.01.01 The Contractor certifies that _____ **[Insert name of individual]** will be available to perform the Work. If, for whatever reasons, the Contractor is unable to provide the services of such individual, then, in accordance with Section 3.03 of the General Conditions, Elections Canada may, at its sole discretion, terminate the Contract for default in accordance with Article 18 of the General Conditions.

Article 12 Access to Information

12.01.01 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.



English Writing and Editing and French Editing and Comparative Editing Services

Appendix 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.

CEA means the *Canada Elections Act*, 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, QC

Election Day means the date for voting in an Electoral Event

Electoral Event means general elections, by-elections, and federally-organized referendums. The CEA states that an Electoral Event must last a minimum of 37 days. For the purpose of this SOW, an Electoral Event commences when the writ is issued and concludes on 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 the professional services of writers, editors, and comparative editors.

PART II – OVERVIEW

4. PROJECT BACKGROUND

- 4.01. Preparations for the next federal general election (currently expected to be held in October 2019), periodic legislative changes and the possibility of by-elections or a referendum being called at any time create a need for the services of English writers and editors, and French editors and comparative editors for Elections Canada, on an as-and-when-requested basis.
- 4.02. Furthermore, Electoral Events and the maintenance of an extensive website require voter information in a variety of formats. Statutory reports to Parliament must be prepared following each electoral event. In addition, there is the ongoing work of electoral administration and the requirement to meet the needs of all sectors within Elections Canada.
- 4.03. The volumes of work in each category of service cannot be fully known or described in advance because they are dependent on the frequency and timing of general elections and by-elections, as well as the frequency and scope of periodic changes to the legislation governing the administration of elections.

PART III – SCOPE OF WORK

5. ENGLISH WRITING SERVICES

The Contractor's Resource must:

- 5.01. Become thoroughly knowledgeable about EC, its mandate, responsibilities, and functions
- 5.02. Be available to work evenings or weekends as required by the Technical Authority
- 5.03. Be able to work in Windows-compatible word processing software
- 5.04. Respect and meet all agreed upon deadlines
- 5.05. Produce acceptable drafts under tight time constraints
- 5.06. Write original material using appropriate sources, which may be internal (EC reports, backgrounders, speeches, training materials, correspondence) or external
- 5.07. Write and organize documents to given specifications such as length, reading level, and tone
- 5.08. Draft a variety of documents including, but not limited to, statutory and statistical reports, training materials, web documents, articles, brochures, press releases and correspondence
- 5.09. Write text format of visuals and figures in web documents for the visually impaired
- 5.10. Adapt text to suit a variety of audiences and objectives
- 5.11. Write in plain language and for a grade 5 level and above
- 5.12. Apply EC standards for page set-up, fonts, styles, margins and indents
- 5.13. Apply correct line spacing, page and section breaks, headers and footers and page numbering
- 5.14. Make any requested changes, including integrating additional comments and content from EC directorates
- 5.15. Rewrite and reorganize material if necessary
- 5.16. Work in different media and formats including, but not limited to print, video, and audio scripts, digital and web sites
- 5.17. Provide text that is factually correct
- 5.18. Write text that is free of linguistic bias and is sensitive to issues of ethnicity and race, gender, disability, age, etc.

6. ENGLISH & FRENCH EDITING SERVICES

The Contractor's Resource must:

- 6.01. Become thoroughly knowledgeable about EC, its mandate, responsibilities, and functions

- 6.02. Be available to work evenings or weekends as required by the Technical Authority
- 6.03. Be able to work in Windows-compatible word processing software
- 6.04. Respect and meet all agreed upon deadlines
- 6.05. Maintain quality of work under tight time frames
- 6.06. Use on-screen editing tools and when necessary, be able to use standard proofreading marks to mark printed copy for correction
- 6.07. Edit a variety of documents including, but not limited to, statutory and statistical reports, training materials, web documents, speeches, articles, brochures, press releases and correspondence
- 6.08. Ensure that the document has a consistent structure, with minimal repetition
- 6.09. Improve clarity and the flow of ideas applying plain language principles
- 6.10. Limit the use of passive voice and negative form
- 6.11. Correct spelling, grammar, inaccuracies, gallicisms (French wording or syntax), typographical errors and missing words
- 6.12. Ensure concordance with EC's Style Guide
- 6.13. Ensure the vocabulary and tone suit the target audience
- 6.14. Ensure the accuracy and consistency of terminology
- 6.15. Check facts, proper nouns and titles of individuals (when feasible)
- 6.16. Check the accuracy and numbering style of legal citations (*Canada Elections Act*, etc.)
- 6.17. Check the mathematical accuracy of numerical content (when feasible)
- 6.18. Check acronyms and abbreviations for accuracy and consistency
- 6.19. Check figures, dates, addresses and hyperlinks for accuracy (when feasible) and format
- 6.20. Check the accuracy and format of bibliographical references
- 6.21. Check punctuation, signs and symbols, and spacing
- 6.22. Check spaces between words, paragraphs and titles
- 6.23. Ensure consistency of font size and style (e.g. Italics, bold)
- 6.24. Ensure that capitalization is properly used
- 6.25. Ensure consistency of font size and style in heading levels, lists, bullets, etc.

- 6.26. Check page numbering, headers and footers (text and style)
- 6.27. Check alignment, margins and justification
- 6.28. Check formatting for charts and figures
- 6.29. Check and adjust hyphenations and line breaks
- 6.30. Check paragraph breaks, and check for widows and orphans
- 6.31. Revise a manuscript to meet length requirements
- 6.32. Contact the client with any questions

7. FRENCH COMPARATIVE EDITING SERVICES

The Contractor's Resource must:

- 7.01. Become thoroughly knowledgeable about EC, its mandate, responsibilities, and functions
- 7.02. Be available to work evenings or weekends as required by the Technical Authority
- 7.03. Be able to work in Windows-compatible word processing software
- 7.04. Respect and meet all agreed upon deadlines
- 7.05. Maintain quality of work under tight time frames
- 7.06. Use on-screen editing tools and when necessary, be able to use standard proofreading marks to mark printed copy for correction
- 7.07. Compare the translated version of a document against the original language version and making any required changes to the translated version to accurately reflect the original version
- 7.08. Compare and edit a variety of documents including, but not limited to, statutory and statistical reports, training materials, web documents, speeches, articles, brochures, press releases and correspondence
- 7.09. Ensure equal treatment of text in both languages
- 7.10. Ensure that the document has a consistent structure, with minimal repetition
- 7.11. Improve clarity and the flow of ideas
- 7.12. Limit the use of passive voice and negative form
- 7.13. Correct spelling, grammar, inaccuracies, anglicisms (English wording or syntax), typographical errors and missing words
- 7.14. Ensure concordance with EC's Style Guide

- 7.15. Ensure the vocabulary and tone suit the target audience
- 7.16. Ensure the accuracy and consistency of terminology
- 7.17. Check facts, proper nouns and titles of individuals (when feasible)
- 7.18. Check the accuracy and numbering style of legal citations (*Canada Elections Act*, etc.)
- 7.19. Check the mathematical accuracy of numerical material (when feasible)
- 7.20. Check acronyms and abbreviations for accuracy and consistency
- 7.21. Check figures, dates, addresses and hyperlinks for accuracy (when feasible) and format
- 7.22. Check the accuracy and format of bibliographical references
- 7.23. Check punctuation, signs and symbols, and spacing
- 7.24. Check spaces between words, paragraphs and titles
- 7.25. Ensure consistency of font size and style (e.g. Italics, bold)
- 7.26. Ensure that capitalization is properly used
- 7.27. Ensure consistency of font size and style in heading levels, lists, bullets, etc.
- 7.28. Check page numbering, headers and footers (text and style)
- 7.29. Check alignment, margins and justification
- 7.30. Check formatting for charts and figures
- 7.31. Check and adjust hyphenations and line breaks
- 7.32. Check paragraph breaks, and check for widows and orphans
- 7.33. Contact the client with any questions

PART IV – PARAMETERS

8. LOCATION OF WORK

- 8.01. The majority of the Work will be completed at the Contractor's chosen place of business.
- 8.02. As required of the Technical Authority, the Contractor may be required to perform the Work at ECHQ. In such case, the Technical Authority will provide a minimum of three hours' notice.

9. EC OBLIGATIONS AND SUPPORT

- 9.01. EC will provide the Contractor's Resource with a workstation at ECHQ as may be necessary.

Appendix B
General Conditions
Goods and Services

Article 1 Interpretation

Section 1.01 Definitions

1.01.01 In the Contract, unless the context otherwise requires:

“Articles of Agreement” means the clauses and conditions incorporated in full text in the body of the Contract; it does not include these general conditions, any supplemental general conditions, annexes, the Contractor’s offer 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 closing date or, if there was request for standing offer, the date of the Contract;

“EC Property” means anything supplied to the Contractor by or on behalf of Elections Canada for the purposes of performing

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

Section 1.02 Powers of Elections Canada

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

Section 1.03 Status of the Contractor

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

Section 1.04 Severability

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

Section 1.05 Entire Agreement

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

Article 2 Conduct of the Work

Section 2.01 Representation and Warranties

2.01.01 The Contractor represents and warrants that:

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

2.01.02 The Contractor must:

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

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

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

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

Article 3 Work

Section 3.01 Specification

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

Section 3.02 Condition of Material

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

Section 3.03 Replacement of Specific Individuals

- 3.03.01 If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
- 3.03.02 If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Elections Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
- (a) the name, qualifications and experience of the proposed replacement; and
 - (b) proof that the proposed replacement has the required security clearance granted by Elections Canada or Canada, if applicable.

- 3.03.03 Upon receiving the notice of replacement of a specific individual, if the Contracting Authority determines that the replacement is acceptable to Elections Canada, the Contracting Authority shall send a written notice to the Contractor confirming its acceptance of the replacement.
- 3.03.04 The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with Subsection 3.03.02. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

Section 3.04 Inspection and Acceptance of the Work

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

Section 3.05 Time of the Essence

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

Article 4 Subcontracts

Section 4.01 Consent

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

Section 4.02 Subcontractor to be bound by Contract

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

Article 5 Harassment in the Workplace

Section 5.01 No Tolerance

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

Article 6 Payment

Section 6.01 Invoice Submission

- 6.01.01 Invoices must be submitted in the Contractor's name. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.
- 6.01.02 Invoices must show:
- (a) the date, the name and address of Elections Canada, item or reference numbers, deliverable and/or description of the Work, contract number, Procurement Business Number (PBN), the Contractor's business number for tax remission purposes, and financial code(s);
 - (b) details of expenditures in accordance with the basis of payment provision in the Articles of Agreement, exclusive of applicable sales tax (such as item, quantity, unit of issue, unit price, fixed time labour rates and level of effort, subcontracts, as applicable);
 - (c) deduction for holdback, if applicable;
 - (d) the extension of the totals, if applicable; and
 - (e) if applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.
- 6.01.03 Applicable sales tax must be specified on all invoices as a separate item together with the corresponding registration number issued by the appropriate tax authority. All items that are zero-rated, exempt or to which no sales tax applies, must be identified as such on all invoices.
- 6.01.04 By submitting an invoice, the Contractor certifies that the invoice is consistent with

the Work delivered and is in accordance with the Contract.

Section 6.02 Payment Period

- 6.02.01 Provided that Elections Canada has received a duly signed original copy of the Contract, Elections Canada's standard payment period is 30 calendar days. The payment period will commence the date the invoice, in acceptable form and content, is received in accordance with the Contract or the date the Work is delivered in acceptable condition as required in the Contract, whichever is later. A payment is considered overdue on the 31st day following that date and interest will be paid automatically in accordance with Section 6.04.
- 6.02.02 If the content of the invoice and its substantiating documentation are not in accordance with the Contract or the Work is not in acceptable condition, Elections Canada will notify the Contractor within 15 calendar days of receipt. The 30-day payment period begins upon receipt of the revised invoice or replacement invoice or the Work being corrected. Failure by Elections Canada to notify the Contractor within 15 calendar days will only result in the date specified in Subsection 6.02.01 to apply for the sole purpose of calculating interest on overdue accounts.

Section 6.03 Withholding of Payment

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

Section 6.04 Interest on Overdue Accounts

- 6.04.01 For the purpose of this Section:

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

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

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

an amount becomes "overdue" when it is unpaid on the first day following the day

on which it is due and payable according to the Contract.

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

Article 7 Accounts and Audit

Section 7.01 Accounts and Audit

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

any time (including under other contracts). If Elections Canada does not choose to exercise this right at any given time, Elections Canada does not lose this right.

Article 8 Taxes

Section 8.01 Municipal Taxes

Municipal Taxes do not apply.

Section 8.02 Provincial Taxes Exemption

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

- (a) Provincial Sales Tax (PST) Exemption Licence Numbers, for the provinces of:
 - i. British Columbia PST-1000-5001;
 - ii. Manitoba 390-516-0;

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

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

Section 8.03 Harmonized Sales Tax

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

Section 8.04 Quebec Sales Tax

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

Section 8.05 Provincial Taxes paid by the Contractor

The Contractor is not exempt from paying PST under the above Exemption Licence Numbers or

Exemption Certification. The Contractor must pay the PST on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable provincial legislation), including material incorporated into real property.

Section 8.06 Changes to Taxes and Duties

- 8.06.01 If there is any change to any tax or duty payable to any level of government in Canada after the submission date of the Contractor's offer 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 the request for standing offer closing date in sufficient detail to have permitted the Contractor to calculate the effect of the change on its cost. There will be no adjustment if the change takes effect after the date required by the Contract for delivery of the Work.

Section 8.07 Applicable Sales Tax

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

Section 8.08 Tax Withholding of 15 Percent

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

Article 9 Transportation

Section 9.01 Transportation Costs

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

Section 9.02 Transportation Carriers' Liability

In light of the federal government's policy of underwriting its own risks, Elections Canada is

precluded to pay for insurance or valuation charges for transportation beyond the point at which ownership of goods passes to it (determined by the FOB point or Incoterms). Where increased carrier liability is available without charge, the Contractor must obtain the increased liability for shipment.

Article 10 Shipment Documentation

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

Article 11 Ownership

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

Article 12 Elections Canada Property

- 12.01.01 All EC Property must be used by the Contractor solely for the purpose of the

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

Article 13 Warranty

- 13.01.01 Despite inspection and acceptance of the Work by or on behalf of Elections Canada and without restricting any other provision of the Contract or any condition, warranty or provision imposed by law, the Contractor warrants that, for 12 months (or any other period stated in the Contract), the Work will be free from all defects in design, material or workmanship, and will conform to the requirements of the Contract. The warranty period begins on the date of delivery, or if acceptance takes place at a later date, the date of acceptance. With respect to EC Property not supplied by the Contractor, the Contractor's warranty will extend only to its proper incorporation into the Work.
- 13.01.02 In the event of a defect or non-conformance in any part of the Work during the warranty period, the Contractor, at the request of Elections Canada to do so, must as soon as possible repair, replace or otherwise make good at its own option and expense the part of the Work found to be defective or not in conformance with the requirements of the Contract.
- 13.01.03 The Work or any part of the Work found to be defective or non-conforming will be returned to the Contractor's plant for replacement, repair or making good. However, when in the opinion of Elections Canada it is not expedient to remove the Work from its location, the Contractor must carry out any necessary repair or making good of the Work at that location. In such cases, the Contractor will be paid the fair and reasonable Cost (including reasonable travel and living expenses) incurred in so

- doing, with no allowance for profit, less an amount equal to the Cost of rectifying the defect or non-conformance at the Contractor's plant.
- 13.01.04 Elections Canada must pay the transportation cost associated with returning the Work or any part of the Work to the Contractor's plant pursuant to Subsection 13.01.03. The Contractor must pay the transportation cost associated with forwarding the replacement or returning the Work or part of the Work when rectified to the delivery point specified in the Contract or to another location directed by Elections Canada.
- 13.01.05 The Contractor must remedy all data and reports pertaining to any correction or replacement under this Section, including revisions and updating of all affected data, manuals, publications, software and drawings called for under the Contract, at no cost to Elections Canada.
- 13.01.06 If the Contractor fails to fulfill any obligation described in this Section within a reasonable time of receiving a notice, Elections Canada will have the right to remedy or to have remedied the defective or non-conforming work at the Contractor's expense. If Elections Canada does not wish to correct or replace the defective or non-conforming work, an equitable reduction will be made in the Contract Price.
- 13.01.07 The warranty period is automatically extended by the duration of any period or periods where the Work is unavailable for use or cannot be used because of a defect or non-conformance during the original warranty period. The warranty applies to any part of the Work repaired, replaced or otherwise made good pursuant to Subsection 13.01.02, for the greater of:
- (a) the warranty period remaining, including the extension, or
 - (b) ninety days or such other period as may be specified for that purpose by agreement between the Parties.

Article 14 Liability

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

Article 15 Confidentiality

Section 15.01 Confidentiality

- 15.01.01 The Contractor must keep confidential all information provided or made available to the Contractor by or on behalf of Elections Canada in connection with the Work, including any information that is confidential or proprietary to third parties, and all information conceived, developed or produced by the Contractor as part of the Work when copyright or any other intellectual property rights in such information belongs to Elections Canada under the Contract (collectively, the “EC Information”). The Contractor must not disclose any EC Information without the written permission of Elections Canada. The Contractor may disclose to a subcontractor any EC Information necessary to perform the subcontract as long as the subcontractor agrees to keep such EC Information confidential and that it will be used only to perform the subcontract.
- 15.01.02 The Contractor agrees to use the EC Information only for the purpose of the Contract. The Contractor acknowledges that all EC Information remains the property of Elections Canada or the third party, as the case may be. Unless provided otherwise in the Contract, the Contractor must deliver to Elections Canada all such EC Information, together with every copy, draft, working paper and note that contains such information, upon completion or termination of the Contract or at such earlier time as Elections Canada may require.
- 15.01.03 Subject to the *Access to Information Act*, R.S.C. 1985, c. A-1, and to any right of Elections Canada under the Contract to release or disclose, Elections Canada must not release or disclose outside the Government of Canada any information delivered to Elections Canada under the Contract that is proprietary to the Contractor or a subcontractor.
- 15.01.04 The obligations of the Parties set out in this Article do not apply to any information if the information:
- (a) is publicly available from a source other than the other Party; or
 - (b) is or becomes known to a Party from a source other than the other Party, except any source that is known to be under an obligation to the other Party not to disclose the information; or
 - (c) is developed by a Party without use of the information of the other Party.
- 15.01.05 Wherever possible, the Contractor must mark or identify any proprietary

- information delivered to Elections Canada under the Contract as “Property of (Contractor’s name), permitted uses defined under Elections Canada Contract No. (fill in Contract Number)”. Elections Canada will not be liable for any unauthorized use or disclosure of information that could have been so marked or identified and was not.
- 15.01.06 If the Contract, the Work, or any information referred to in Subsection 15.01.01 is identified as TOP SECRET, SECRET, CONFIDENTIAL, or PROTECTED by Elections Canada, the Contractor must at all times take all measures reasonably necessary for the safeguarding of the material so identified, including those set out in the PWGSC Industrial Security Manual and its supplements and any other instructions issued by Canada.
- 15.01.07 If the Contract, the Work, or any information referred to in Subsection 15.01.01 is identified as TOP SECRET, SECRET, CONFIDENTIAL, or PROTECTED, by Elections Canada, representatives of Elections Canada are entitled to inspect the Contractor’s premises and the premises of a subcontractor at any tier for security purposes at any time during the term of the Contract. The Contractor must comply with, and ensure that any subcontractor complies with, all written instructions issued by Elections Canada dealing with the material so identified, including any requirement that employees of the Contractor or of any subcontractor execute and deliver declarations relating to reliability screenings, security clearances and other procedures.

Section 15.02 An Oath of Secrecy

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

Article 16 Copyright

Section 16.01 Copyright

- 16.01.01 In this Section, “Material” means anything that is created by the Contractor as part of the Work under the Contract, that is required by the Contract to be delivered to Elections Canada and in which copyright subsists. “Material” does not include anything created by the Contractor before the date of the Contract.
- 16.01.02 Copyright in the Material belongs to Elections Canada and the Contractor must include the copyright symbol and either of the following notice on the Material: © Her Majesty the Queen in right of Canada (year) or © Sa Majesté la Reine du chef du

Canada (année).

- 16.01.03 The Contractor must not use, copy, divulge or publish any Material except as is necessary to perform the Contract. The Contractor must execute any conveyance and other documents relating to copyright in the Material as Elections Canada may require.
- 16.01.04 The Contractor must provide at the request of Elections Canada a written permanent waiver of moral rights, in a form acceptable to Elections Canada, from every author that contributed to the Material. If the Contractor is the author of the Material, the Contractor permanently waives its moral rights in the Material.

Section 16.02 Use and Translation of Documentation

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

Article 17 Intellectual Property Infringement and Royalties

- 17.01.01 The Contractor represents and warrants that, to the best of its knowledge, neither it nor Elections Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Elections Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.
- 17.01.02 If anyone makes a claim against Elections Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Elections Canada, Elections Canada may either defend the claim or may request that the Contractor defend Elections Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.
- 17.01.03 The Contractor has no obligation regarding claims that were only made because:
- (a) Elections Canada modified the Work or part of the Work without the

Contractor's consent or used the Work or part of the Work without following a requirement of the Contract;

- (b) Elections Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications);
- (c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Elections Canada (or by someone authorized by Elections Canada); or
- (d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software:

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

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

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

- (a) take whatever steps are necessary to allow Elections Canada to continue to use the allegedly infringing part of the Work; or
- (b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or
- (c) take back the Work and refund any part of the Contract Price that Elections Canada has already paid.

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

Article 18 Excusable Delay

- 18.01.01 A delay in the performance by the Contractor of any obligation under the Contract that is caused by an event that:
- (a) is beyond the reasonable control of the Contractor;
 - (b) could not reasonably have been foreseen;
 - (c) could not reasonably have been prevented by means reasonably available to the Contractor; and
 - (d) occurred without the fault or neglect of the Contractor, will be considered an “Excusable Delay” if the Contractor advises the Contracting Authority of the occurrence of the delay or of the likelihood of the delay as soon as the Contractor becomes aware of it.
- 18.01.02 Within 15 Business Days of an Excusable Delay, the Contractor must:
- (a) provide written notice to the Contracting Authority of all the circumstances relating to such Excusable Delay; and
 - (b) provide for approval to the Contracting Authority within 15 Business Days a clear work around plan explaining in detail the steps that the Contractor proposes to take in order to minimize the impact of the event causing the delay.
- 18.01.03 Any delivery date or other date that is directly affected by an Excusable Delay will be postponed for a reasonable time that will not exceed the duration of the Excusable Delay.
- 18.01.04 However, if an Excusable Delay has continued for 30 calendar days or more, the Contracting Authority may, by giving notice in writing to the Contractor, terminate the Contract. In such a case, the Parties agree that neither will make any claim against the other for damages, costs, expected profits or any other loss arising out of the termination or the event that contributed to the Excusable Delay. The Contractor agrees to repay immediately to Elections Canada the portion of any advance payment that is unliquidated at the date of the termination.

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

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

Article 19 Suspension of the Work

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

- 19.01.04 When an order made under Subsection 19.01.01 is cancelled, the Contractor must resume work in accordance with the Contract as soon as practicable. If the suspension has affected the Contractor's ability to meet any delivery date under the Contract, the date for performing the part of the Work affected by the suspension will be extended for a period equal to the period of suspension plus a period, if any, that in the opinion of the Contracting Authority, following consultation with the Contractor, is necessary for the Contractor to resume the Work. Any equitable adjustments will be made as necessary to any affected conditions of the Contract.

Article 20 Default by the Contractor

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

credit to the Contractor:

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

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

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

Article 21 Termination for Convenience

- 21.01.01 At any time before the completion of the Work, the Contracting Authority may, by giving notice in writing to the Contractor, terminate for convenience the Contract or part of the Contract. Once such a notice of termination for convenience is given, the Contractor must comply with the requirements of the termination notice. If the Contract is terminated in part only, the Contractor must proceed to complete any part of the Work that is not affected by the termination notice. The termination will take effect immediately or, as the case may be, at the time specified in the termination notice.
- 21.01.02 If a termination notice is given pursuant to Subsection 21.01.01, the Contractor will be entitled to be paid, for costs that have been reasonably and properly incurred to perform the Contract to the extent that the Contractor has not already been paid or reimbursed by Elections Canada. The Contractor will be paid:
 - (a) on the basis of the Contract Price, for all completed Work that is inspected and accepted in accordance with the Contract, whether completed before, or after the termination in accordance with the instructions contained in the termination notice;

- (b) the Cost to the Contractor plus a fair and reasonable profit for all work terminated by the termination notice before completion; and
- (c) all costs incidental to the termination of the Work incurred by the Contractor but not including the cost of severance payments or damages to employees whose services are no longer required, except wages that the Contractor is obligated by statute to pay.

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

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

Article 22 Assignment

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

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

Article 23 Right of Set-Off

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

Article 24 Amendments and Waivers

Section 24.01 Amendment

24.01.01 To be effective, any amendment to the Contract must be done in writing by the

Contracting Authority and the authorized representative of the Contractor.

24.01.02 While the Contractor may discuss any proposed modifications to the Work with other representatives of Elections Canada, Elections Canada will not be responsible for the cost of any modification unless it has been incorporated into the Contract in accordance with Subsection 24.01.01.

Section 24.02 Waiver

24.02.01 A waiver will only be valid, binding or affect the rights of the Parties if it is made in writing by, in the case of a waiver by Elections Canada, the Contracting Authority and, in the case of a waiver by the Contractor, the authorized representative of the Contractor.

24.02.02 The waiver by a Party of a breach of any condition of the Contract will not be treated or interpreted as a waiver of any subsequent breach and therefore will not prevent it from enforcing that term or condition in the case of a subsequent breach.

Article 25 Codes

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

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

Section 25.02 Code of Conduct for Procurement

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

Article 26 No Bribe or Conflict

Section 26.01 No Bribe

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

Section 26.02 No Conflict of Interest

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

Article 27 Contingency Fees

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

Article 28 International Sanctions

- 28.01.01 Persons in Canada, and Canadians outside of Canada, are bound by economic sanctions imposed by Canada. As a result, Elections Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to economic sanctions.
- 28.01.02 The Contractor must not supply to Elections Canada any goods or services which are subject to economic sanctions.
- 28.01.03 The Contractor must comply with changes to the regulations imposed during the period of the Contract. The Contractor must immediately advise Elections Canada if it is unable to perform the Work as a result of the imposition of economic sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services. If the Parties cannot agree on a work around plan, the Contract will be terminated for the convenience of Elections Canada in accordance with Article 21.

Article 29 Notice

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

Article 30 Survival

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

Article 31 Governing Law

Section 31.01 Compliance with Applicable Laws

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

permit, license, regulatory approvals or certificate to Elections Canada.

Article 32 Successor and Assigns

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

Appendix C
Supplemental Conditions
Elections Canada to Own Intellectual Property Rights

Article 1 Interpretation

Section 1.01 - Definition

1.01.01 In the Contract, unless the context otherwise requires:

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

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

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

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

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

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

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

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

Article 2 Record and Disclosure of Foreground Information

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

Article 3 - Ownership of Intellectual Property Rights in Foreground Information

- 3.01.01 All Intellectual Property Rights in the Foreground Information belong to the Elections Canada as soon as they come into existence. The Contractor has no right in or to any such Intellectual Property Rights in the Foreground Information, except any right that may be granted in writing by Elections Canada.
- 3.01.02 The Contractor must incorporate the copyright symbol and one of the following notices as appropriate into all Foreground Information that is subject to copyright

regardless of the form or medium upon which it is recorded: © Her Majesty the Queen in Right of Canada (year), or © Sa Majesté la Reine du Chef du Canada (année).

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

Article 4 - License to Intellectual Property Rights in Background Information

- 4.01.01 The Contractor grants to Elections Canada a license to use the Background Information to the extent that it is reasonably necessary for Elections Canada to exercise fully all its rights in the deliverables and in the Foreground Information. This license is non-exclusive, perpetual, irrevocable, worldwide, fully-paid and royalty-free. The license cannot be restricted in any way by the Contractor providing any form of notice to the contrary, including the wording on any shrink-wrapped license attached to any deliverable.

- 4.01.02 For greater certainty, Elections Canada's license in the Background Information includes, but is not limited to:

- (a) the right to disclose the Background Information to third parties bidding on or negotiating contracts with Elections Canada and to sublicense or otherwise authorize the use of that information by any contractor engaged by Elections Canada solely for the purpose of carrying out such contracts. Elections Canada will require these third parties and contractors not to use or disclose that information except as may be necessary to bid, negotiate or carry out those contracts;
- (b) the right to disclose the Background Information to other governments for information purposes;
- (c) the right reproduce, modify, improve, develop or translate the Foreground Information and Background Information or have it done by a person hired by Elections Canada. Elections Canada, or a person designated by Elections Canada, will own the Intellectual Property Rights associated with reproduction, modification, improvement, development or translation.
- (d) without restricting the scope of any license or other right in the Background Information that Elections Canada may otherwise hold in relation to any custom-

designed or custom-manufactured part of the Work, the right to use and disclose to a contractor engaged by Elections Canada the Background Information as the following purposes:

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

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

Article 5 Contractor's Right to Grant Licence

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

Article 6 - Waiver of Moral Rights

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

**Appendix D – Loan Agreement for use of Equipment by Contractors
Appendice D – Convention de prêt de matériel à un entrepreneur**

Contractor Information – Renseignements concernant l’entrepreneur				
Name (“Contractor”) / Nom (“Entrepreneur”)	Work Phone No. / N° de téléphone au travail		Home Phone No. / N° de téléphone à domicile	
Contract No. (“Contract”) /N° de contrat (“Contrat”)	Elections Canada Contracting Authority/Autorité contractante d’Élections Canada			
Purpose of Loan – Raison du prêt				
Describe the reason why the equipment is loaned to the contractor and for what purpose the equipment will be used – Décrire la raison pour le prêt du matériel et pour quel fin il sera utilisé.				
Equipment – Matériel				
Description	Make Marque	Model Modèle	Serial Number Numéro de série	Bar Code Code à barres
Term of the Loan – Durée du prêt				
<p>Term of the equipment loan: Durée du prêt du matériel : From/Du : _____ (The term of the loan should not be longer then the term of the contract // La durée du prêt ne devrait pas être plus longue que celle du contrat) To/Au : _____</p>				
Conditions of Loan - Conditions de prêt				
In the event of the termination or expiry of the Contract, the equipment is to be returned to Security and Administration Services on or before such termination or expiry date.		Advenant la résiliation ou l’expiration du contrat, le matériel doit être remis aux services de l’administration et de la sécurité avant ladite date de résiliation ou d’expiration.		
The contractor is responsible for ensuring that all software that is part of the loaned equipment is used in accordance with its terms of use. The Contractor is responsible for ensuring that information technology and telecommunication equipment supplied by Elections Canada is used in accordance with the “Information Technology Infrastructure Acceptable Use Policy” and the “Policy on Telecommunications Equipment, Services and their Use”, a copy of which will be made available to the contractor prior to the execution of this loan agreement.		Il appartient à l’entrepreneur de s’assurer que l’usage des logiciels qui font partie du matériel prêté est utilisé en vertu d’une licence. Il appartient à l’entrepreneur de s’assurer que le matériel informatique et de télécommunication fourni par Élections Canada est utilisé en conformité avec la « Politique sur l’utilisation acceptable de l’infrastructure de la TI » et la « Politique sur le matériel et les services de télécommunications et sur leur utilisation », dont une copie sera remise à l’entrepreneur avant la signature de la présente convention de prêt.		
All equipment is to be properly maintained and returned in good working condition, allowing for responsible wear and tear.		Le matériel doit être bien entretenu et remis en bonne condition, sous réserve d’usure normale.		



English Writing and Editing and French Editing and Comparative Editing Services

Annex B

Pricing Table

[TO BE COMPLETED AT ISSUANCE OF STANDING OFFER]

All of the rates detailed in this Pricing Table are all-inclusive rates and are in accordance with Article 5 – Basis of Payment.

The Offeror will work primarily from his or her own place of business.

The all-inclusive rates must also serve as the rates for meetings with Elections Canada clients and include all overhead expenses, local travel between the Offeror’s premises and Elections Canada, and any standard costs of doing business, such as local and long-distance telephone charges, courier fees and facsimile costs, etc.

	Offeror’s name / Resource’s name	Service Category	Firm All-Inclusive Hourly Rate
1	Initial Term – Effective Date of Standing Offer to March 31, 2022		
	Firm Hourly Rate per Section 5.01 of the Articles of Agreement		
	<i>(to be inserted)</i>	<i>(to be inserted)</i>	The hourly rate of \$ <i>(to be inserted)</i>
2	Option Year 1 – April 1, 2022 to March 31, 2023		
	Firm Hourly Rate per Section 5.01 of the Articles of Agreement		
	<i>(to be inserted)</i>	<i>(to be inserted)</i>	The hourly rate of \$ <i>(to be inserted)</i>
3	Option Year 2 – April 1, 2023 to March 31, 2024		
	Firm Hourly Rate per Section 5.01 of the Articles of Agreement		
	<i>(to be inserted)</i>	<i>(to be inserted)</i>	The hourly rate of \$ <i>(to be inserted)</i>
4	Option Year 3 – April 1, 2024 to March 31, 2025		
	Firm Hourly Rate per Section 5.01 of the Articles of Agreement		
	<i>(to be inserted)</i>	<i>(to be inserted)</i>	The hourly rate of \$ <i>(to be inserted)</i>
5	Option Year 4 – April 1, 2025 to March 31, 2026		
	Firm Hourly Rate per Section 5.01 of the Articles of Agreement		
	<i>(to be inserted)</i>	<i>(to be inserted)</i>	The hourly rate of \$ <i>(to be inserted)</i>
6	Option Year 5 – April 1, 2026 to March 31, 2027		
	Firm Hourly Rate per Section 5.01 of the Articles of Agreement		
	<i>(to be inserted)</i>	<i>(to be inserted)</i>	The hourly rate of \$ <i>(to be inserted)</i>



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

Annex C

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 Elections Canada		2. Branch or Directorate / Direction générale ou Direction PPA	
3. a) Subcontract Number / Numéro du contrat de sous-traitance N/A		3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant N/A	
4. Brief Description of Work / Brève description du travail Publication Services requires the professional services of English Writers, English and French Editors and French Comparative Editors. Publication Services provides these services for all sectors of Elections Canada.			
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? No / Non Yes / Oui
If Yes, indicate the level of sensitivity:
Dans l'affirmative, indiquer le niveau de sensibilité :

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

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

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

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

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

Special comments:
Commentaires spéciaux :

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

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

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

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

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

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

PRODUCTION

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

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

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

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



Contract Number / Numéro du contrat

Security Classification / Classification de sécurité

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

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

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

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

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

SUMMARY CHART / TABLEAU RÉCAPITULATIF

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

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED? / La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

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

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED? / La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

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



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

PART D - AUTHORIZATION / PARTIE D - AUTORISATION			
13. Organization Project Authority / Chargé de projet de l'organisme			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Danielle Nasrallah		Assistant Director, Communications Ser	<i>[Signature]</i>
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
819-939-1849		danielle.nasrallah@elections.ca	July 11, 2018
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
<i>[Signature]</i>		<i>[Signature]</i>	<i>[Signature]</i>
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
<i>[Signature]</i>			<i>[Signature]</i>
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Ashley Tran		Senior Advisor, PLS	<i>[Signature]</i>
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
819-939-1469	N/A	Ashley.Tran@elections.ca	AUG 17 2018
17. Contracting Security Authority / Autorité contractante en matière de sécurité			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date

**Annex D – Template Call-up
Annexe D – Gabarit d’une Commande subséquente**



**Commande subséquente à une offre à commandes – Services
Call-up against a Standing Offer – Services**

1. Information			
<i>Offre à commande – Titre et no. Standing Offer – Title and No.</i>			
<i>Offrant – Offeror Nom - Name:</i>		<p>À l'offrant: Suite à cette commande subséquente, vous devez fournir les services identifiés ci-dessous selon les modalités établies dans l'offre à commandes. Les factures doivent être envoyées selon les instructions détaillées dans l'Offre à commande.</p> <p>To the Offeror: As a result of this Call-up, you are required to supply the services identified below on the terms and conditions stated in the Standing Offer. Invoices must be sent in accordance with the detailed instructions in the standing offer.</p>	
<i>Adresse - Address:</i>			
<i>Personne contact - Contact:</i>			
2. Commande subséquente – Call-up			
<i>N° de la commande subséquente – Call-up No.:</i>		<i>Codes(s) financier(s) – Financial Code(s):</i>	<i>Durée de la commande subséquente – Term of this Call-up:</i>
<i>Valeur de la commande subséquente initiale (taxes excl.) – Value of Initial Call-up (excl. taxes):</i>	Détail du coût réel de la commande subséquente (taxes excl.) Actual Call-up Cost Breakdown (excl. taxes)		
	<i>Honoraires professionnels – Professional Fees:</i>	<i>Déplacement – Travel:</i>	<i>Frais d'administration – Administrative Expenses:</i>
	par/per 29T		
Modification - Amendment			
<i>N° de modification, s'il y a lieu – Amendment No., if any:</i>	<i>Valeur Totale précédente (taxes excl.) – Previous Total Value (excl. taxes):</i>	<i>Valeur de l'augmentation ou diminution (taxes excl.) – Value of the increase/decrease (excl. taxes):</i>	<i>Montant total révisé (taxes excl.) – Total Revised Value (excl. taxes):</i>
3. Services			
4. Demandes de renseignements - Enquiries			
<i>Pour de plus amples renseignements, s'adresser au responsable de la commande subséquente - For additional information, contact the Call-up Authority:</i>		<i>N° de tél - Tel. No.:</i>	
<i>Name – Nom:</i>		<i>Adresse courriel - Email address:</i>	
5. Facturer à - Invoice to			

Annex D – Template Call-up
Annexe D – Gabarit d’une Commande subséquente

6. Signature

Le DGE accepte par la présente l’offre de l’offrant tel que décrit dans l’offre à commandes de fournir les services décrits ci-haut à la section 3 qui font partie des travaux.

The CEO hereby accepts the offer made by the Offeror in the Standing Offer for the services described in Section 3 above which forms part of the Work.

Directeur général des élections du Canada - Chief Electoral Officer of Canada

Signature du représentant autorisé
Signature of authorized representative

Nom du représentant autorisé en caractères d’impression
Print name of authorized representative

Titre du représentant autorisé en caractères d’impression
Print title of authorized representative

Date: _____



English Writing and Editing and French Editing and Comparative Editing Services

Part 7

Technical Evaluation Criteria

SECTION A – INSTRUCTIONS TO OFFERORS

1. As part of their submission, Offerors are to complete Template A – Identification of Services.
2. An Offeror may submit a maximum of three separate proposals for each service category.
3. In order to facilitate the evaluation of the proposal, EC requests that Offerors address and present topics in the same order and with the same headings as the evaluation criteria. Offerors should clearly identify where in their proposal each criterion is addressed.
4. If more project descriptions are provided than the requirements of the criterion, only the first project descriptions in the proposal will be evaluated. Any excess project descriptions will not be evaluated.
5. In determining years of experience, overlaps of years or months for projects submitted by the Offeror to demonstrate such experience will only be counted once for evaluation purposes.
6. Projects and any education/certification/professional qualification must have been completed by the proposal closing date.
7. In addition to the information requested in the individual criterion, the Offeror is requested to include complete client contact information for each project description including the client contact name, title and telephone number or e-mail address. The client contact for any project must be an employee of the originating client organization. EC reserves the right to request client contact information, at any time during the evaluation process, for the purposes of verification.
8. Cutting and pasting wording from the RFSO does not constitute demonstrating the requirement. Experience must be demonstrated by citing specific examples of work performed by the proposed resource that relate to the specific evaluation criteria. If the Offeror's response does not fully demonstrate that the requirement is met by the project or experience cited, then the project experience will not be considered.

TABLE A – MANDATORY TECHNICAL EVALUATION CRITERIA

#	Mandatory Technical Evaluation Criteria	Scoring Methodology
M1	<p>Completion of Template A</p> <p>The Offeror must propose one resource for one service category.</p> <p>Submission Requirement Using Template A – Identification of Services, the Offeror must provide the name of the proposed resource and clearly identify the service category.</p>	<input type="checkbox"/> Met <input type="checkbox"/> Not Met
M2	<p>Experience in Service Category</p> <p>Within the last six years, the proposed resource must have a minimum of four years of experience providing the service category.</p> <p>Submission Requirement The Offeror must demonstrate that the proposed resource meets the requirement by providing one up-to-date CV and three project descriptions with the following information:</p> <p>(a) Name of the client organization (b) Start and end dates in month/year format (c) Brief description of the services provided relevant to the service category</p>	<input type="checkbox"/> Met <input type="checkbox"/> Not Met
M3	<p>Distance to Elections Canada Headquarters</p> <p>The proposed resource must be able to reach Elections Canada headquarters at 30 Victoria Street in Gatineau, QC, in person, within three hours of being notified.</p> <p>Submission Requirement The Offeror must demonstrate that the proposed resource meets the requirement by providing the method of transportation they would use and associated travel times.</p>	<input type="checkbox"/> Met <input type="checkbox"/> Not Met

SECTION B – INFORMATION ON THE WRITTEN TEST

1. Elections Canada anticipates that **the testing will commence in December 2018**. Offerors will be informed in writing at least 10 calendar days before the testing sessions. If the Offeror's proposed individual(s) is/are not available on the proposed date, an alternate date will be provided. If the Offeror's proposed individual(s) is/are not available within 14 calendar days of the first proposed date, the Offeror's proposed individual(s) will be disqualified from the process.
2. Elections Canada will provide a test location in the National Capital Region and computers. Offeror's proposed individual(s) will be expected to use MS Word to do the test. There will be no remuneration for time or expenses; testing will take place solely at the Offerors' expense.
3. Upon arrival at the testing location, the Offeror's proposed individual(s) will be requested to certify that they have no prior knowledge of the actual contents of the test relating to this RFSO and that they will not discuss the content with anyone until the results of the RFSO process have been made public. If at any time, Elections Canada determines that a Offeror's proposed individual(s) has not met the obligations of this certification, the Offeror's proposed individual(s) will be disqualified and the Offeror's proposal may be deemed non-responsive and given no further consideration.
4. The Offeror's proposed individual(s) may bring pens or pencils of their choice to the test. Use of the Internet and electronic communication devices, as well as dictionaries, books or personal documents will not be permitted in the test room. Any such use will be grounds for disqualification.
5. Offeror's proposed individual(s) must achieve a **minimum testing score of 70 percent** in order for their Financial Proposal to be opened and included in the overall evaluation. An Offeror who proposes providing more than one service category will be considered only for a Standing Offer Agreement(s) for the service(s) for which their specifically proposed individual(s) has achieved a testing score of at least **70 percent**.

TABLE B – RATED TECHNICAL EVALUATION CRITERIA (WRITTEN TEST)

Rated Technical Evaluation Criteria (Written Test)
<p>Writing Test</p> <p>The test will consist of writing one document. Offeror’s proposed individual(s) will be given background information. The work will be done using a computer and MS Word software. Offeror’s proposed individual(s) will be given 120 minutes for the test.</p> <p>The document will be rated for:</p> <ul style="list-style-type: none"> • appropriate choice of relevant information – 25% • coherent structure and effective presentation – 20% • correct spelling, grammar and punctuation, and appropriate language level – 45% • originality and creativity – 10%
<p>Editing Test</p> <p>The test will consist of editing one document on computer screen using the MS Word track changes function. Offeror’s proposed individual(s) will be given 90 minutes for the test.</p> <p>The document will be rated for:</p> <ul style="list-style-type: none"> • grammar, spelling, punctuation and formatting errors captured – 50% • shortening a document to a required word count, including removing redundancies/excess verbiage – 30% • editing to a required reading level, including use of plain language – 20%
<p>Comparative Editing Test</p> <p>The test will consist of comparing the translated version of one document against the original language version and making any required changes to the translated version to ensure concordance. The document will be edited on computer screen using the MS Word track changes function. Offeror’s proposed individual(s) will be given 120 minutes for the test.</p> <p>The document will be rated for:</p> <ul style="list-style-type: none"> • grammar, spelling, punctuation and formatting errors captured – 30% • ability to compare the translated version of a document against the original language version and make any required changes to the translated version to accurately reflect the original version – 50% • removal of redundancies/excess verbiage – 10% • editing to a required reading level, including use of plain language – 10%

TEMPLATE A – IDENTIFICATION OF SERVICES

Name of Offeror	
Name of proposed resource (if different from the Offeror)	

Categories of Service
<p>Indicate with an “x” the service category for which you are submitting a proposal.</p> <ul style="list-style-type: none"><input type="checkbox"/> Writing Services (English)<input type="checkbox"/> Editing Services (English)<input type="checkbox"/> Editing Services (French)<input type="checkbox"/> Comparative Editing Services (French)



English Writing and Editing and French Editing and Comparative Editing Services

Part 8

Financial Evaluation Criteria

General Instruction with Respect to the Financial Table

1. Offerors must complete Annex A – Financial Offer Table Template (the “Financial Table”) for each service category that they have submitted a Technical Offer.
2. The firm all-inclusive hourly rates indicated in the Financial Table must:
 - a. include all costs to provide the Work outlined in the SOW for the Initial Term (as such term is defined in Section 1.01 of the Standing Offer) and the option periods set out in Section 2.02 of the Standing Offer (the “Option Period”);
 - b. be in Canadian Dollars;
 - c. include all necessary labour, profit, training, travel time, and taxes and Canadian custom duties and excise taxes, where applicable; and
 - d. exclude applicable sales taxes.
3. The total Evaluated Price will be the sum of the weighted firm all-inclusive hourly rates from the Initial Term and the four Option Periods.
4. A separate financial evaluation will be conducted for each service category.

EXAMPLE			
Writing Services in English			
Period	Weighting	Firm All-Inclusive Hourly Rate	Weighted Price
Initial Term – Effective Date to March 31, 2022	60%	\$20.00	\$12.00 per hour
Option Period 1 – April 1, 2022 to March 31, 2023	20%	\$20.00	\$4.00 per hour
Option Period 2 – April 1, 2023 to March 31, 2024	20%	\$23.00	\$4.60 per hour
Option Period 3 – April 1, 2024 to March 31, 2025	20%	\$25.00	\$5.00 per hour
Option Period 4 – April 1, 2025 to March 31, 2026	20%	\$27.00	\$5.40 per hour
Option Period 5 – April 1, 2026 to March 31, 2027	20%	\$28.00	\$5.60 per hour
Evaluated Price (sum of Weighted Price)			\$36.60

Annex A – Financial Offer Template

Service Category A – Writing Services in English			
Period	Weighting	Firm All-Inclusive Hourly Rate	Weighted Price
Initial Term – Effective Date to March 31, 2022	60%	\$ [Offeror to insert] per hour	\$ [Offeror to insert] per hour
Option Period 1 – April 1, 2022 to March 31, 2023	20%	\$ [Offeror to insert] per hour	\$ [Offeror to insert] per hour
Option Period 2 – April 1, 2023 to March 31, 2024	20%	\$ [Offeror to insert] per hour	\$ [Offeror to insert] per hour
Option Period 3 – April 1, 2024 to March 31, 2025	20%	\$ [Offeror to insert] per hour	\$ [Offeror to insert] per hour
Option Period 4 – April 1, 2025 to March 31, 2026	20%	\$ [Offeror to insert] per hour	\$ [Offeror to insert] per hour
Option Period 5 – April 1, 2026 to March 31, 2027	20%	\$ [Offeror to insert] per hour	\$ [Offeror to insert] per hour
Evaluated Price (sum of Weighted Price)			\$ [Offeror to insert]

Service Category B – Editing Services in English			
Period	Weighting	Firm All-Inclusive Hourly Rate	Weighted Price
Initial Term – Effective Date to March 31, 2022	60%	\$ [Offeror to insert] per hour	\$ [Offeror to insert] per hour
Option Period 1 – April 1, 2022 to March 31, 2023	20%	\$ [Offeror to insert] per hour	\$ [Offeror to insert] per hour
Option Period 2 – April 1, 2023 to March 31, 2024	20%	\$ [Offeror to insert] per hour	\$ [Offeror to insert] per hour
Option Period 3 – April 1, 2024 to March 31, 2025	20%	\$ [Offeror to insert] per hour	\$ [Offeror to insert] per hour
Option Period 4 – April 1, 2025 to March 31, 2026	20%	\$ [Offeror to insert] per hour	\$ [Offeror to insert] per hour
Option Period 5 – April 1, 2026 to March 31, 2027	20%	\$ [Offeror to insert] per hour	\$ [Offeror to insert] per hour
Evaluated Price (sum of Weighted Price)			\$ [Offeror to insert]

Service Category C – Editing Services in French			
Period	Weighting	Firm All-Inclusive Hourly Rate	Weighted Price

Initial Term – Effective Date to March 31, 2022	60%	\$ [Offeror to insert] per hour	\$ [Offeror to insert] per hour
Option Period 1 – April 1, 2022 to March 31, 2023	20%	\$ [Offeror to insert] per hour	\$ [Offeror to insert] per hour
Option Period 2 – April 1, 2023 to March 31, 2024	20%	\$ [Offeror to insert] per hour	\$ [Offeror to insert] per hour
Option Period 3 – April 1, 2024 to March 31, 2025	20%	\$ [Offeror to insert] per hour	\$ [Offeror to insert] per hour
Option Period 4 – April 1, 2025 to March 31, 2026	20%	\$ [Offeror to insert] per hour	\$ [Offeror to insert] per hour
Option Period 5 – April 1, 2026 to March 31, 2027	20%	\$ [Offeror to insert] per hour	\$ [Offeror to insert] per hour
Evaluated Price (sum of Weighted Price)			\$ [Offeror to insert]

Service Category D – Comparative Editing Services in French			
Period	Weighting	Firm All-Inclusive Hourly Rate	Weighted Price
Initial Term – Effective Date to March 31, 2022	60%	\$ [Offeror to insert] per hour	\$ [Offeror to insert] per hour
Option Period 1 – April 1, 2022 to March 31, 2023	20%	\$ [Offeror to insert] per hour	\$ [Offeror to insert] per hour
Option Period 2 – April 1, 2023 to March 31, 2024	20%	\$ [Offeror to insert] per hour	\$ [Offeror to insert] per hour
Option Period 3 – April 1, 2024 to March 31, 2025	20%	\$ [Offeror to insert] per hour	\$ [Offeror to insert] per hour
Option Period 4 – April 1, 2025 to March 31, 2026	20%	\$ [Offeror to insert] per hour	\$ [Offeror to insert] per hour
Option Period 5 – April 1, 2026 to March 31, 2027	20%	\$ [Offeror to insert] per hour	\$ [Offeror to insert] per hour
Evaluated Price (sum of Weighted Price)			\$ [Offeror to insert]



English Writing and Editing and French Editing and Comparative Editing Services

Part 9

Certificates

Certificates

1. Certificate of Independent Offer

1.1. I, the undersigned, on behalf of [insert name of Offeror] (the “Offeror”) in submitting the accompanying offer (the “Offer”) to Elections Canada for the [insert name of requirement] hereby make the following statements, which I certify to be true and complete in every respect:

- (a) I have read and I understand the content of this Certificate;
- (b) I understand that the Offer will be disqualified if this Certificate is found to not be true and complete in every respect;
- (c) I am authorized by the Offeror to sign this Certificate and to submit the Offer on behalf of the Offeror;
- (d) each person whose signature appears in the Offer has been authorized by the Offeror to determine the terms of, and to sign, the Offer on behalf of the Offeror;
- (e) for the purpose of this Certificate and the Offer, I understand that the word “competitor” shall include any individual or organization, other than the Offeror, whether or not an Affiliate of the Offeror, who:
 - i. has been requested to submit an offer in response to the request for standing offer; or
 - ii. could potentially submit an offer in response to the request for standing offer based on their qualification, abilities or experience;
- (f) the Offeror disclosed that (check one of the following, as applicable):
 - i. the Offeror has arrived at the Offer independently from, and without consultation, communication, agreement or arrangement with, any competitor;

OR

- ii. the Offeror has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this call for offers, and the Offeror disclosed, in the attached document(s) complete details thereof, including the name(s) of the competitor(s) and the nature of, and

reasons for, such consultation, communications, agreements or arrangements.

(g) in particular, without limiting the generality of Subparagraphs (f)i and (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 decision to submit or not to submit an offer; or
- iv. the submission of an offer that does not meet the specifications of the call for offers;

except as specifically disclosed pursuant to subparagraph (f)ii above;

(h) 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 offers relates, except as specially authorized by the Standing Offer Authority or as specifically disclosed pursuant to subparagraph (f)ii above;

(i) the terms of the Offer have not been, and will not be, knowingly disclosed by the Offeror, directly or indirectly, to any competitor, prior to the date and time of the official offer opening, or of the issuance of the Standing Offer, whichever comes first, unless otherwise required by law or as specially disclosed pursuant to subparagraph (f)ii above.

2. Federal Contractors Program Certificate

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 Offeror 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 Offeror 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 Offeror is a joint venture, each member of the joint venture must provide the Standing Offer Authority with a certificate containing the certification set-out in Section 2.2 of this Certificate.

3. Former Public Servant Certification

3.1. Standing offers and any resulting contract 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 standing offers and contracts with FPS, Offerors 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, any former member of the Canadian

Armed Forces or any 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 or that portion of pension payable to the *Canada Pension Plan Act*, R.S., 1985, c. C-8.

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

If yes, the Offeror must provide in the Offer the following information:

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

By providing this information, Offerors agree that the successful Offeror’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 Offeror a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **YES**

If yes, the Offeror must provide in the Offer 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;
and
- (g) number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.

- 3.5. For all standing offers issued and any resulting 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 applicable sales taxes.
- 3.6. By submitting an offer, the Offeror certifies that the information submitted by the Offeror in response to the above requirements is accurate and complete.

4. Status and Availability of Resources

- 4.1. The Offeror certifies that, should it be issued a Standing Offer as a result of the RFSO, the Offeror's resources proposed in its offer will be available to perform the Work resulting from a Call-Up as required by Elections Canada and at the time specified in the Call-Up or agreed to with Elections Canada. If, for reasons beyond its control, the Offeror is unable to provide the services of its proposed resources, the Offeror 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 Standing Offer and any resulting contract for default, in accordance with article 18 of the General Conditions; or
 - (b) request that the Offeror propose a replacement with similar qualifications and experience. In response to such request, the Offeror must advise the Standing Offer Authority of the reason for the substitution.

- 4.2. If the Offeror has proposed any resource who is not an employee of the Offeror, the Offeror 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 Offeror must, upon request from the Standing Offer Authority, provide a written confirmation, signed by the proposed resource, of the permission given to the Offeror and of his/her availability.

5. Education and Experience

- 5.1. The Offeror certifies that all the information provided in the résumés and supporting material submitted with the offer, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Offeror to be true and accurate. Furthermore, the Offeror warrants that every resource proposed by the Offeror for the requirement is capable of performing the Work resulting from a Call-Up.

6. General

- 6.1. These certifications shall be true and correct throughout the term of the Standing Offer and any resulting contract with the same force and effect as if continuously made throughout the term of such Standing Offer and resulting contract.
- 6.2. Furthermore, the Offeror acknowledges that Elections Canada shall rely on these certifications for the issuance of the Standing Offer. Should the Offeror fail to comply with the certifications or in the event that verification or inspection by the Elections Canada discloses a misrepresentation on the part of the Offeror, Elections Canada shall have the right to set aside the Standing Offer and to treat any resulting contract as being in default and to terminate them in accordance with their default provisions.

Signature of Authorized Representative of Offeror	Date
Print Name of Authorized Representative of Offeror:	
Print Title of Authorized Representative of Offeror:	