



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

## REQUEST FOR PROPOSAL AMENDMENT

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

<b>RFP Amendment No.</b>  1	<b>RFP Amendment Date:</b>  August 10, 2020
<b>Office of the Chief Electoral Officer File No.</b>  ECCS-RFP-20-0033	
<b>Title:</b>  Voter Information Card (VIC) Printing Services	
<b>Request for Proposal Closing Date:</b>  September 1, 2020 at 1:00 p.m. (Gatineau time)	
<b>ENQUIRIES – address enquiries to the Contracting Authority:</b>  <b>Office of the Chief Electoral Officer of Canada</b> Procurement and Contracting Services 30 Victoria Street Gatineau, Quebec K1A 0M6	
<b>Attention:</b>  Chantal Sabourin	<b>Email:</b>  proposition-proposal@elections.ca

## **Part 1. Interpretation**

- 1.1** Elections Canada hereby amends in accordance with this amendment the Request for Proposal bearing number ECCS-RFP-2033 and dated August 7, 2020 (the “RFP”). This amendment hereby forms part of the RFP.
- 1.2** Unless defined herein or unless the context otherwise requires, all of the words and phrases defined in the RFP and used in this amendment shall have the same meanings assigned to them in the RFP.

## **Part 2. Amendments**

### **2.1 Amendment to the error messages in the Request for Proposal**

The Request for Proposal is hereby amended in its entirety and replaced with the Request for Proposal attached to this amendment.



# REQUEST FOR PROPOSAL

## Procurement and Contracting Services

30 Victoria Street  
Gatineau, Quebec K1A 0M6

FILE NO.	
ECCS-RFP-20-0033	
TITLE:	ISSUE DATE:
Voter Information Cards (VIC) Printing Services	August 7, 2020

CLOSING DATE:	ADDRESS QUESTIONS TO:
September 1, 2020 at 1:00PM (Gatineau time)	Chantal Sabourin 343-550-5811 proposition-proposal@elections.ca

SUBMIT PROPOSALS TO: ELECTIONS CANADA PROPOSAL RECEIVING UNIT	
<p><b>Option 1: epost Connect™</b></p> <p>For any proposal submitted using epost Connect, the email address is:</p> <p><a href="mailto:proposition-proposal@elections.ca">proposition-proposal@elections.ca</a></p> <p>Proposals will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Part 2, or to send proposals through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.</p>	<p><b>Option 2: Business Centre</b></p> <p>30 Victoria Street Gatineau QC K1A 0M6</p> <p>The Business Centre is open from 9:00 a.m. to 1:00 p.m. Tuesday to Thursday and closed on all statutory holidays.</p>

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

Part 1 – General Information

Part 2 – Bidder Instructions

Part 3 – Proposal Preparation Instructions

Part 4 – Evaluation Procedures and Basis of Selection

Part 5 – Security, Financial and Other Requirements

Part 6 – Certifications and Additional Information

Annex A – Proposal Submission Form

Annex B – Federal Contractor’s Program for Employment Equity – Certification

Part 7 – Resulting Contract

Annex A – Statement of Work

Annex B – Pricing Table

Annex C – Supplemental Conditions – EC to Own IP Rights

Annex D – Supplemental Conditions – Personal Information

Annex E – General Conditions – Services

Annex F – Sample Task Authorization Form

Annex G - Security Requirements Checklist

Annex H– Commercial General Liability Insurance

Part 8 – Technical Evaluation Criteria

Part 9 – Financial Evaluation Criteria

## Part 1. General Information

### 1.1 Code of Conduct for Procurement

The bidder must respond to RFPs in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements stipulated in the RFP, which includes the resulting Contract, and submit proposals and enter into contracts only if they will fulfill all obligations of those contracts.

### 1.2 Definitions

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

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

### 1.3 Summary

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

#### 1.3.1 Requirement

Elections Canada has a requirement for the printing, storage, and mail preparation of approximately 29,825,000 voter information cards (VICs) necessary to support a general election or a referendum. Elections Canada anticipates issuing multiple Contracts, each with a requirement to print a subset of the VICs. The Contracts will also be used for by-elections. There are on average less than 10 by-elections nationally each year.

VICs for a General Election or Referendum are produced using a two pass process. The first pass produces a ‘shell’ that consists of the static colour components on the card. This shell – known as the VIC Ready Stock - is stored until a general election is called. The VIC variable data, consisting of elector and polling station information, is then imprinted on the VIC Ready Stock. In the unlikely event that a general election is called with insufficient time to produce the VIC Ready Stock a contingency option will be invoked in which the VICs are produced with no colour elements, in a single printing pass.

VICs for a by-election, a much smaller quantity than a general election, are produced in a single pass that includes both static elements and the variable data, and do not use VIC Ready Stock.

The 29,825,000 VICs have been grouped by region into nine data groups. Bidders may submit proposals to produce VICs for as many of the data groups for which they qualify. Criteria for qualification is outlined in Section 4.2, Technical Evaluation.

Region	Total VICs
Maritimes and NFLD + Labrador	2,100,000

Quebec	7,000,000
Eastern Ontario + Thunder Bay	1,500,000
Ontario: GTA	6,750,000
Ontario: Hamilton + London	3,325,000
Manitoba	1,000,000
Saskatchewan	900,000
Alberta + NWT	3,300,000
British Columbia + Yukon	3,950,000

The SOW outlines the services that will be required by Elections Canada.

#### 1.3.2 Period of the Contract

- (a) The Contract period is from the Effective Date of the Contract until March 31, 2024.
- (b) The bidder grants to Elections Canada the irrevocable option to extend the period of the Contract by two additional period(s) of two years 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 7 – Resulting Contract.

#### 1.3.4 Trade Agreements

- (a) The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA).

#### 1.3.5 Federal Contractors Program

There is a Federal Contractors Program (FCP) for employment equity requirement associated with this procurement. Please see Part 7 – Resulting Contract and Part 6 – Certifications and Additional Information.

### 1.4 Communications Notification

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

### 1.5 Debriefings

Once the successful bidders has been announced, bidders may request a debriefing on the results of the RFP process. Bidders should make the request to the Contracting Authority within 15 Business Days of receipt of the results of the RFP process. The debriefing may be in writing, by telephone or in person.

## **Part 2. Bidder Instructions**

### **2.1 Instructions, Clauses and Conditions**

Bidders who submit a proposal agree to be bound by the instructions, clauses and conditions of this RFP and accept the clauses and conditions of the resulting Contract attached as Part 7 to this RFP.

### **2.2 Entire Requirement**

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

### **2.3 Procurement Business Number**

Canadian suppliers are required to have a Procurement Business Number (PBN) before the Effective Date of the Contract. Suppliers may register for a PBN in the [Supplier Registration Information system, on the buyandsell.gc.ca](#) Web site. 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](#).

### **2.4 Submission of Proposals**

- 2.4.1 Elections Canada requires that the bidder or the authorized representative of the bidder complete and sign the bid submission form and submit such form with its proposal by the RFP closing date and time. If a proposal is submitted by a joint venture, it must be in accordance with Section 2.21. If the bid submission form is not provided with the bidder's proposal; the Contracting Authority will request it and the bidder must provide it within the delay prescribed in such request.
- 2.4.2 It is the bidder's responsibility to:
- (a) obtain clarification of the requirements contained in the RFP, if necessary, before submitting a proposal;
  - (b) submit a complete proposal in accordance with the instructions contained in the RFP by the RFP closing date and time;
  - (c) send its proposal only to the Elections Canada Proposal Receiving Unit specified on the first page of this RFP.
  - (d) ensure that the bidder's name and return address, the RFP number, and the RFP closing date and time are clearly visible on the proposal; and,

- (e) provide a comprehensible and sufficiently detailed proposal, including all requested pricing details, that will permit a complete evaluation in accordance with the criteria set out in the RFP.
- 2.4.3 If Elections Canada has provided bidders with multiple formats of a document that forms part of the RFP (for example, a document may be downloaded through the Government Electronic Tendering Service (GETS) but may also be made available on an alternate format), the format downloaded through GETS will take precedence. If Elections Canada posts an amendment to the RFP revising any documents provided to bidders in multiple formats, Elections Canada will not necessarily update all formats to reflect these revisions. It is the bidder's responsibility to ensure that revisions made through any RFP amendment issued through GETS are taken into account in those alternate formats that were not revised as a result of an amendment.
  - 2.4.4 Proposals will remain open for acceptance for a period of not less than 90 Business Days from the RFP closing date. Elections Canada reserves the right to seek an extension of the proposal validity period from all responsive bidders in writing, within a minimum of three Business Days before the end of the proposal validity period. If the extension is accepted by all responsive bidders, Elections Canada will continue with the evaluation of the proposals. If the extension is not accepted by all responsive bidders, Elections Canada will, at its sole discretion, either continue with the evaluation of the proposals of those who have accepted the extension or cancel the RFP.
  - 2.4.5 Proposal documents and supporting information may be submitted in either English or French.
  - 2.4.6 Proposals received on or before the stipulated RFP closing date and time will become the property of Elections Canada and will not be returned. All proposals will be treated as confidential, subject to the provisions of the [Access to Information Act, R.S.C. 1985, c. A-1](#) and the [Privacy Act, R.S.C 1985 c. P-21](#).
  - 2.4.7 Unless specified otherwise in the RFP, Elections Canada will evaluate only the documentation provided with a bidder's proposal. Elections Canada will not evaluate information such as references to Web site addresses where additional information can be found, or technical manuals or brochures not submitted with the proposal.
  - 2.4.8 A proposal cannot be assigned or transferred in whole or in part.

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

Proposals transmitted by facsimile or email to Elections Canada will not be accepted.

## **2.6 epost Connect**

- 2.6.1 To submit a proposal using the epost Connect service, the bidder must either:
  - (a) send directly its proposal only to the specified Elections Canada Proposal Receiving Unit, using its own licensing agreement for epost Connect provided by the Canada Post Corporation (CPC); or



- (b) send as early as possible, and in any case, at least six Business Days prior to the RFP closing date and time (in order to ensure a response), an email that includes the solicitation number to the specified Elections Canada Proposal Receiving Unit requesting to open an epost Connect conversation. Requests to open an epost Connect conversation received after that time may not be answered.
- 2.6.2 If the bidder sends an email requesting epost Connect service to the Elections Canada Proposal Receiving Unit, an officer of the Elections Canada Proposal Receiving Unit will then initiate an epost Connect conversation. The epost Connect conversation will create an email notification from CPC prompting the bidder to access and action the message within the conversation. The bidder will then be able to transmit its proposal afterward at any time prior to the RFP closing date and time.
- 2.6.3 If the bidder is using its own licensing agreement to send its proposal, the bidder must keep the epost Connect conversation open until at least 30 Business Days after the RFP closing date and time.
- 2.6.4 The RFP number should be identified in the epost Connect message field of all electronic transfers.
- 2.6.5 It should be noted that the use of epost Connect service requires a Canadian mailing address. Should a bidder not have a Canadian mailing address, they may use the Elections Canada Proposal Receiving Unit address specified in the RFP in order to register for the epost Connect service.
- 2.6.6 For proposals transmitted by epost Connect service, Elections Canada will not be responsible for any failure attributable to the transmission or receipt of the proposal including, but not limited to, the following:
- (a) receipt of a garbled, corrupted or incomplete proposal;
  - (b) availability or condition of the epost Connect service;
  - (c) incompatibility between the sending and receiving equipment;
  - (d) delay in transmission or receipt of the proposal;
  - (e) failure of the bidder to properly identify the proposal;
  - (f) illegibility of the proposal;
  - (g) security of proposal data; or,
  - (h) inability to create an electronic conversation through the epost Connect service.
- 2.6.7 The Elections Canada Proposal Receiving Unit will send an acknowledgement of receipt of proposal document(s) via the epost Connect conversation, regardless of whether the conversation was initiated by the supplier using its own license or the Elections Canada Proposal Receiving Unit. This acknowledgement will confirm only the receipt of proposal

document(s) and will not confirm if the attachments may be opened nor if the content is readable.

- 2.6.8 Bidders must ensure that they are using the correct email address for the Elections Canada Proposal Receiving Unit when initiating a conversation in epost Connect or communicating with the Elections Canada Proposal Receiving Unit and should not rely on the accuracy of copying and pasting the email address into the epost Connect service.
- 2.6.9 A proposal transmitted by epost Connect service constitutes the formal proposal of the bidder and must be submitted in accordance with Section 2.4.

## **2.7 Late Proposals**

- 2.7.1 Elections Canada will return or delete proposals delivered after the stipulated RFP closing date and time, unless they qualify as a delayed proposal as described in Section 2.8.
- 2.7.2 For late proposals submitted using means other than the CPC's epost Connect service, the physical proposal will be returned.
- 2.7.3 For proposals submitted electronically, the late proposals will be deleted. As an example, proposals submitted using CPC's epost Connect service, conversations initiated by the Elections Canada Proposal Receiving Unit via the epost Connect service pertaining to a late proposal, will be deleted. Records will be kept documenting the transaction history of all late proposals submitted using epost Connect.

## **2.8 Delayed Proposals**

- 2.8.1 A proposal delivered to the Elections Canada Proposal Receiving Unit after the RFP closing date and time but before the announcement of the successful bidder or before a contract is entered into may be considered, provided the bidder can prove the delay is due solely to a delay in delivery that can be attributed to CPC (or national equivalent of a foreign country). Purolator Inc. is not considered to be part of CPC for the purposes of delayed proposals.
- (a) The only pieces of evidence relating to a delay in the CPC system that are acceptable to Elections Canada are:
- i. a CPC cancellation date stamp;
  - ii. a CPC Priority Courier bill of lading; or
  - iii. a CPC Xpresspost label,
- that clearly indicates that the proposal was mailed at a date that would otherwise have allowed its delivery before the RFP closing date and time; or
- (b) The only piece of evidence relating to a delay in the epost Connect service provided by CPC system that is acceptable to Elections Canada is a CPC epost Connect service date and time record indicated in the epost Connect conversation history that clearly indicates that the proposal was sent before the RFP closing date and time.

- 2.8.2 Misrouting, traffic volume, weather disturbances, labour disputes or any other causes for the late delivery of proposals are not acceptable reasons for the proposal to be accepted by Elections Canada.
- 2.8.3 Postage meter imprints, whether imprinted by the bidder, the CPC or the postal authority outside Canada, are not acceptable as proof of timely mailing.

## **2.9 Delayed Proposal When Using Courier Companies**

- 2.9.1 It is the responsibility of the bidder to allow sufficient time to courier companies to deliver the bidder's proposal before the RFP closing date and time. Delays caused by courier companies, including delays caused by postal code errors, cannot be construed as "undue delay in the mail" and will not be accepted as a delayed proposal under Section 2.8.

## **2.10 Customs Clearance**

- 2.10.1 It is the responsibility of the bidder to allow sufficient time to obtain customs clearance, where required, before the RFP closing date and time. Delays related to the obtaining of customs clearance cannot be construed as "undue delay in the mail" and will not be accepted as a delayed proposal under Section 2.8.

## **2.11 Legal Capacity**

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

## **2.12 Rights of Elections Canada**

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

## **2.13 Communication – Solicitation Period**

- 2.13.1 To ensure the integrity of the competitive procurement process, questions and other communications regarding the RFP must be directed only to the Contracting Authority identified in the RFP through email only at [proposition-proposal@elections.ca](mailto:proposition-proposal@elections.ca). Failure to comply with this requirement may result in the proposal being declared non-responsive.
- 2.13.2 To ensure consistency and quality of information provided to bidders, and subject to Section 2.14, questions received and the answers to such questions that result in clarifications or modifications to the requirement or that provide additional information related to the requirement will be provided simultaneously to all bidders to which the RFP has been sent, in the same manner in which the RFP was sent, without revealing the sources of the questions.
- 2.13.3 In the event that a dispute, conflict or misunderstanding between a bidder and the Contracting Authority arises during the procurement process, the bidder's recourse to address such dispute, conflict or misunderstanding is to contact the Elections Canada Chief Procurement Officer at [Robert.Ashton@elections.ca](mailto:Robert.Ashton@elections.ca)

## 2.14 Questions

- 2.14.1 All questions must be submitted in writing to the Contracting Authority no later than ten Business Days before the RFP closing date. Questions received after that time may not be answered.
- 2.14.2 Bidders should reference as accurately as possible the numbered item of the RFP to which the question relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Elections Canada to provide an accurate answer. Technical questions 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 question is not of a proprietary nature. Elections Canada may edit the questions or may request that the bidder do so, so that the proprietary nature of the question is eliminated, and the question can be answered with copies to all bidders. Questions not submitted in a form that can be distributed to all bidders may not be answered by Elections Canada.

## 2.15 Conduct of Evaluation

- 2.15.1 In conducting its evaluation of the proposals, Elections Canada may, but will have no obligation to, do the following:
- (a) seek clarification or verification from bidders regarding any or all information provided by them with respect to the RFP;
  - (b) contact any or all client references supplied by bidders to verify and validate any information submitted by them;
  - (c) request, before the award of any contract, specific information with respect to bidders' legal status;

- (d) conduct a survey of bidders' facilities and/or examine their technical, managerial, and financial capabilities to determine if they are adequate to meet the requirements of the RFP;
- (e) correct any error in the extended pricing of proposals by using unit pricing and any error in quantities in proposals to reflect the quantities stated in the RFP;
- (f) verify any information provided by bidders through independent research, use of any government resources or by contacting third parties; and
- (g) interview, at the sole costs of bidders, any bidder and/or any or all of the resources proposed by bidders to fulfill the requirement of the RFP.

2.15.2 Bidders must comply with any request related to any of the items listed in subsection 2.16.1 within the delay prescribed in such request. Failure to comply with the request may result in the proposal being declared non-responsive.

## **2.16 Rejection of Proposal**

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

- (a) the bidder is bankrupt or, for whatever reason, its activities are rendered inoperable for an extended period;
- (b) evidence, satisfactory to Elections Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the bidder, any of its employees or any subcontractor included as part of the proposal;
- (c) evidence, satisfactory to Elections Canada, that the bidder has made a false claim or is not in compliance with the certifications provided to Elections Canada in Section 6 of this RFP;
- (d) evidence, satisfactory to Elections Canada, that based on past conduct or behaviour, the bidder, a subcontractor or a person who is to perform the Work is unsuitable or has conducted themselves improperly;
- (e) with respect to current or prior transactions with the Government of Canada:

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

2.16.2 Where Elections Canada intends to reject a proposal pursuant to a provision of subsection 2.20.1, the Contracting Authority will so inform the bidder and provide the bidder ten Business Days within which to make representations, before making a final decision on the rejection of the proposal.

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

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

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

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

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

2.17.2 The experience acquired by a bidder who is providing or has provided the goods and services described in the RFP (or similar goods or services) will not, in itself, be considered by Elections Canada as conferring an unfair advantage or creating a conflict of interest, subject however, if such bidders trigger any of the circumstances identified in paragraphs 2.21.1(a) and (b).

2.17.3 Without limiting in any way the provisions described in Sections 2.17.1 and 2.17.2 above, bidders are advised that Elections Canada has engaged the assistance of the following

private sector contractors and resources who have provided services including the review of content in preparation of this RFP and/or who have had, or may have had, access to information related to the content of the RFP or other documents related to this RFP.

Contractors:

Experis Manpower Group

Resources (last name, first name):

Mia, Dawn

Any proposal that is received from one of the above-noted suppliers, whether as a sole bidder, joint venture or as a subcontractor to a bidder; or for which one of the above-noted resources provided any input into the proposal, will be considered to be in contravention of the Conflict of Interest clauses identified in Section 2.17, and the proposal will be declared non-responsive.

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

## **2.18 Proposal Costs**

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

## **2.19 Price Justification**

- 2.19.1 In the event that the bidder's proposal is the sole responsive proposal received, the bidder must provide, on Elections Canada's request, a fair price certification, in the form prescribed by Elections Canada, whereby the bidder certifies that the price offered to Elections Canada for the goods or services:
- (a) is not in excess of the lowest price charged to anyone else, including the bidder's most favoured customer, for the like quality and quantity of the goods, services or both;
  - (b) does not include an element of profit on the sale in excess of that normally obtained by the bidder on the sale of goods, services or both of like quality and quantity; and
  - (c) does not include any provision for discounts to selling agents.
- 2.19.2 Bidders must submit the fair price certification as well as any documentation supporting the fair price certification within the delay prescribed in the request issued pursuant to

subsection 2.19.1. Failure to comply with the request within such delay may result in the proposal being declared non-responsive.

## 2.20 Former Public Servant

2.20.1 Contracts with former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of proposals is completed, Elections Canada will inform the bidder of a time frame within which to provide the information. Failure to comply with Elections Canada's request and meet the requirement within the prescribed time frame will render the proposal non-responsive.

2.20.2 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.C., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

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

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

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

2.20.3 Is the bidder a FPS in receipt of a pension as defined above? YES ( ) NO ( )

If yes, the bidder must provide the following information:

- (a) name(s) of FPS;



(b) date of termination of employment or retirement from the Public Service.

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

2.20.4 Is the bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? YES ( ) NO ( )

If yes, the bidder must provide the following information:

- (a) name of FPS;
- (b) conditions of the lump sum payment incentive;
- (c) date of termination of employment;
- (d) amount of lump sum payment;
- (e) rate of pay on which lump sum payment is based;
- (f) period of lump sum payment including start date, end date and number of weeks;
- (g) number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.

2.20.5 For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including applicable taxes.

## 2.21 Joint Venture

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

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

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

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

## **2.22 Applicable Laws**

- 2.22.1 The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario, subject always to any paramount or applicable federal laws.
- 2.22.2 Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their proposal, by indicating in their proposal the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the laws of Ontario are acceptable to the bidder.

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

### **3.1 Proposal Preparation Instructions**

- 3.1.1 Elections Canada requests that bidders provide their proposal in separate documents as follows:

- (a) In the case of proposals delivered in-person or by mail, each section should be separately bound and sealed. Bidders are requested to provide the following number of copies:

Section I: Technical Proposal 1 hard copy and 1 soft copy on USB

Section II: Financial Proposal 2 hard copies and 1 soft copy on USB

Section III: Certifications and Additional Information 1 hard copy

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

- (b) In the case of proposals delivered through the epost Connect service, each section listed in (a) should be saved as a separate electronic file in MS Word, MS Excel or PDF format.

The epost Connect service has a limit of 1GB per single message posted and a limit of 20GB per conversation.

The bidder should adhere to the following naming conventions for each document by indicating:

- i. the RFP number;
- ii. the name of the bidder; and
- iii. the section the document relates to.

For Example: ECXX-RFP-20-0123\_ABC Company\_Section I - Technical Proposal

- 3.1.2 If there is a discrepancy between the wording of the soft copy on electronic media and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.
- 3.1.3 If the bidder is simultaneously providing copies of its proposal using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through the epost Connect service, the wording of the electronic copy provided through the epost Connect service will have priority over the wording of the other copies.
- 3.1.4 Prices must appear in the financial proposal only. No prices must be indicated in any other section of the proposal.
- 3.1.5 Elections Canada requests that bidders follow the format instructions described below in the preparation of their proposal:
  - (a) use 8.5 x 11 inch (216 mm x 279 mm) page size; and
  - (b) use a numbering system that corresponds to the RFP.
- 3.1.6 To assist in reaching the objective set out in the [Policy on Green Procurement](#), bidders are encouraged to:
  - (a) Submit proposals electronically, whenever feasible;
  - (b) If printing, use paper containing fibre certified as originating from a sustainably managed forest and/or containing a minimum 30% recycled content; and
  - (c) If printing, use an environmentally preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

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

- 3.2.1 In their technical proposal, bidders should demonstrate their understanding of the requirements contained in the RFP and explain how they will meet the requirements of the SOW and carry out the Work in a thorough, concise and clear manner.
- 3.2.2 The technical proposal should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the proposal will be evaluated which are set

out in Part 8 – Technical Evaluation Criteria. Simply repeating the statement contained in the RFP is not sufficient. In order to facilitate the evaluation of the proposal, Elections Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their proposal by identifying the specific paragraph and page number where the subject topic has already been addressed.

- 3.2.3 The details of any client references requested under Part 8 – Technical Evaluation Criteria should be submitted with the proposal. If any of the required information is not submitted as requested, in the event that Elections Canada decides to contact client references, the Contracting Authority will so inform the bidder and provide the bidder with a time frame within which to meet the requirement. If the bidder fails to comply with the request of the Contracting Authority and meet the requirement within that time period, the proposal will be deemed non-responsive.

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

Bidders must submit their financial proposal in accordance with Part 9 – Financial Evaluation Criteria.

### **3.4 Section III – Certifications and Additional Information**

Bidders must submit the certifications and additional information required under Part 6.

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

### **4.1 General Evaluation Procedures**

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

### **4.2 Technical Evaluation**

- 4.2.1 The mandatory technical evaluation criteria are set out in Section A of Part 8 – Technical Evaluation Criteria.

The rated technical evaluation criteria are set out in Section B of Part 8 – Technical Evaluation Criteria.

### **4.3 Financial Evaluation**

Bidders must submit their financial proposal in accordance with Part 9 – Financial Evaluation Criteria. Failure to abide with this condition will result in a proposal being considered non-responsive.

### **4.4 Basis of Selection**

- 4.4.1 A proposal must comply with all the requirements of the RFP. If it is determined that a proposal does not comply with any of the requirements of the RFP, such proposal will be declared non-responsive and will not be given further consideration.
- 4.4.2 The evaluation and selection process will be conducted in the following phases:
- Phase 1 – Mandatory Technical Evaluation
  - Phase 2 – Rated Technical Evaluation
  - Phase 3 – Financial Evaluation
  - Phase 4 – Ranking of Bidders
  - Phase 5 – Allocation of VIC printing volumes based on Ranking, Capacity and Proximity

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

4.4.3 Phase 1 – Mandatory Technical Evaluation

In Phase 1, all proposals will be evaluated for their compliance with the mandatory technical evaluation criteria set out in Section A of Part 8 – Technical Evaluation Criteria. Any proposal that fails to meet any of the mandatory technical evaluation criteria will be declared non-responsive and will not be given further consideration.

4.4.4 Phase 2 – Rated Technical Evaluation

In Phase 2, the proposals that are declared responsive in Phase 1 will be evaluated against the rated technical evaluation criteria set out in Section B of Part 8 – Technical Evaluation Criteria (the "Phase 2 proposal"). If any Phase 2 proposal 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 proposal will be declared non-responsive and will not be given further consideration. The rating is performed on a scale of 130 points.

4.4.5 Phase 3 – Financial Evaluation

In Phase 3, the financial evaluation criteria set out in Tables A to E of Part 9 – Financial Evaluation Criteria will be conducted against the proposals that are declared responsive in Phases 1 and 2.

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

4.4.6 Phase 4 – Ranking of Bidders

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

$$\text{TECHNICAL PROPOSAL SCORE X 70} + \text{LOWEST PRICE X 30} = \text{COMBINED EVALUATION}$$

MAXIMUM NUMBER OF POINTS	BIDDER'S PRICE	SCORE
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The bidders with the Phase 4 Proposal with the highest combined evaluation score will be considered for the award of a contract and for Phase 5 for allocation of VIC printing volumes based on Ranking, Capacity, and Proximity.

#### 4.4.8 Phase 5 – Allocation of VIC printing volumes based on Ranking, Capacity, and Proximity

In Phase 5, the volume of VICs for which a bidder qualifies will be calculated based on their ranking, their capacity, and the Canada Post Corporation Mail Processing Plant (CPC MPP) for which they meet the proximity requirement of 8 hours. For bidders who propose facilities in multiple regions, only the capacity of the facility in proximity of 8 hours to the CPC MPPs in that region will be considered. Assessments will be calculated as follows:

- a) The bidder who earned the highest Combined Evaluation Score determined in Phase 4 will be allocated the maximum number of VICs that:
  - i does not exceed the Maximum Number of VICs Offered provided in [M2] of the Technical Evaluation Criteria of the bidder's proposal; and
  - ii does not exceed the total number of VICs within the regions for which they have a facility that has met the proximity requirement.
- b) The bidder who earned the next highest Combined Evaluation Score will be allocated the maximum number of VICs that:
  - iii does not exceed their Maximum Number of VICs Offered provided in [M2] of the Technical Evaluation Criteria of the bidder's proposal; and
  - iv does not exceed the total number of VICs within the regions for which they have met the proximity requirement; and
  - v has not been allocated to a higher ranking bidder.
- c) Item b above will be repeated until all VICs to be printed have been allocated to a bidder.
- d) In the event a bidder's Maximum Number of VICs Offered is less than the number of VICs within a region for which the bidder is within proximity, EC reserves the right to:
  - a. award the entire region to a lower ranked bidder with capacity to produce VICs for the entire region; or
  - b. allocate the bidder a number of VICs less than the bidder's capacity, to facilitate the production of VICs in that region by multiple vendors.

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

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

## 5.1 Security Requirement

5.1.1 Within 4 months of Contract award, the following conditions must be met:

- (a) the bidder must hold a valid organization security clearance as indicated in Part 7 – Resulting Contract;
- (b) the personnel requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 7 – Resulting Contract;
- (c) the bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.

If the conditions listed in Subsection 5.1.1 are not all met within 4 months of the Contract award, Elections Canada will have the right at its sole discretion to either terminate the Contract for default, pursuant to the default provision of the Contract, or provide an extension for the fulfillment of the listed conditions.

## 5.2 Financial Capability

Before award of a contract, the following conditions must be met:

5.2.1 The bidder must have the financial capability to fulfill this requirement. To determine the bidder's financial capability, the Contracting Authority may, by written notice to the bidder, require the submission of some or all of the financial information detailed below during the evaluation of proposals. The bidder must provide the following information to the Contracting Authority within 10 Business Days of the request or as specified by the Contracting Authority in the notice:

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

- i. the opening Balance Sheet on commencement of business (in the case of a corporation, the date of incorporation); and
    - ii. the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement) as of two months before the date on which the Contracting Authority requests this information.
  - (d) A certification from the Chief Financial Officer or an authorized signing officer of the bidder that the financial information provided is complete and accurate.
  - (e) A confirmation letter from all of the financial institution(s) that have provided short-term financing to the bidder outlining the total of lines of credit granted to the bidder and the amount of credit that remains available and not drawn upon as of one month prior to the date on which the Contracting Authority requests this information.
  - (f) A detailed monthly Cash Flow Statement covering all the bidder's activities (including the requirement) for the first two years of the requirement that is the subject of the RFP, unless this is prohibited by legislation. This statement must detail the bidder's major sources and amounts of cash and the major items of cash expenditures on a monthly basis, for all the bidder's activities. All assumptions made should be explained as well as details of how cash shortfalls will be financed.
  - (g) A detailed monthly Project Cash Flow Statement covering the first two years of the requirement that is the subject of the RFP, unless this is prohibited by legislation. This statement must detail the bidder's major sources and amounts of cash and the major items of cash expenditures, for the requirement, on a monthly basis. All assumptions made should be explained as well as details of how cash shortfalls will be financed.
- 5.2.2 If the bidder is a joint venture, the financial information required by the Contracting Authority must be provided by each member of the joint venture.
- 5.2.3 If the bidder is a subsidiary of another company, then any financial information in paragraphs 5.2.1 (a) to (f) above required by the Contracting Authority must be provided by the ultimate parent company. Provision of parent company financial information does not satisfy the requirement for the provision of the financial information of the bidder, and the financial capability of a parent cannot be substituted for the financial capability of the bidder itself unless an agreement by the parent company to sign a "Parental Guarantee", as drawn up by Elections Canada, is provided with the required information.
- 5.2.4 Elections Canada reserves the right to request from the bidder any other information that Elections Canada requires to conduct a complete financial capability assessment of the bidder.
- 5.2.5 If the bidder provides the information required above to Elections Canada in confidence while indicating that the disclosed information is confidential, then Elections Canada will treat the information in a confidential manner as permitted by paragraphs 20(1) (b) and (c) of the [Access to Information Act, R.S.C., 1985, c. A-1](#).
- 5.2.6 In determining the bidder's financial capability to fulfill this requirement, Elections Canada may require the bidder to provide security, at the bidder's sole expense, such as an



irrevocable letter of credit from a registered financial institution drawn in favour of Elections Canada, a performance guarantee from a third party or some other form of security, as determined by Elections Canada.

### **5.3 Insurance Requirements**

- 5.3.1 Bidders must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the bidder, if awarded a contract as a result of the RFP, can be insured in accordance with the Insurance Requirements specified in Article 12 of Part 7 – Resulting Contract.
- 5.3.2 If the information is not provided in the proposal, the Contracting Authority will so inform the bidder and provide the bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the proposal non-responsive.

### **5.4 Condition of Material**

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

## **Part 6. Certifications and Additional Information**

- 6.1 Bidders must provide the required certifications and additional information, including all annexes required under Part 6, to be awarded a contract. Elections Canada will declare a proposal non-responsive if the required certifications and additional information are not completed and submitted as requested.
- 6.2 The bidders' compliance with the certifications provided to Elections Canada is subject to verification by Elections Canada during the proposal evaluation period and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The proposal will be declared non-responsive if any certification made by the bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the proposal non-responsive.
- 6.3 The certifications and additional information should be completed and submitted with the proposal but may be submitted afterwards. If the certifications and additional information are not completed and submitted as requested, the Contracting Authority will so inform the bidder and provide the bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the proposal non-responsive.

## 6.4 Independent Proposal

6.4.1 By submitting a proposal, the bidder certifies that:

- (a) they have read and understand the contents of Part 6 – Certifications and Additional Information;
- (b) they understand that the proposal will be disqualified if any of the certifications are found not to be true and complete in every respect;
- (c) each person whose signature appears on the proposal has been authorized by the bidder to determine the terms of, and to sign, the proposal, on behalf of the bidder;
- (d) for the purpose of this certification and the proposal. they understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not an affiliate of the bidder, who:
  - i. has been requested to submit a proposal in response to the request for proposal;
  - ii. could potentially submit a proposal in response to the request for proposal, based on their qualification, abilities or experience;
- (e) the bidder has:
  - i. arrived at the proposal independently from, and without consultation, communication, agreement or arrangement with, any competitor; or,
  - ii. entered into consultations, communications, agreements or arrangements with one or more competitors regarding this call for proposals, and the bidder disclosed, in the attached documents complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultation, communications, agreements or arrangements;
- (f) in particular, without limiting the generality of subparagraphs (e)i. or (e)ii. above, there has been no consultation, communications, agreement or arrangement with any competitor regarding:
  - i. prices
  - ii. methods, factors or formulas used to calculate prices;
  - iii. the intention or decisions to submit, or not to submit, a proposal; or
  - iv. the submission of a proposal which does not meet the specifications of the call for proposals;

except as specifically disclosed pursuant to subparagraph (e)ii. above:
- (g) in addition, there has been no consultation, communications, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the products or services to which this call for proposals relates,

except as specially authorized by the Contracting Authority or as specifically disclosed pursuant to subparagraph (e)ii. above;

- (h) the terms of the proposal have not been, and will not be, knowingly disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official proposal opening, or of the awarding of the contract, whichever comes first, unless otherwise required by law or as specially disclosed pursuant to subparagraph (e)ii. above.

## **6.5 Federal Contractor's Program for Employment Equity**

- 6.5.1 By submitting a proposal, the bidder certifies that the bidder, and any of the bidder's members if the bidder is a joint venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available from the [Employment and Social Development Canada \(ESDC\)](#) website.
- 6.5.2 Elections Canada will have the right to declare a proposal non-responsive if the bidder, or any member of the bidder if the bidder is a joint venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.
- 6.5.3 Elections Canada will also have the right to terminate the contract for default if a contractor, or any member of the contractor if the contractor is a joint venture, appears on the "FCP Limited Eligibility to Bid" list during the period of the contract.
- 6.5.4 The bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, before contract award. If the bidder is a joint venture, the bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the joint venture.

## **6.6 Integrity Provisions**

- 6.6.1 Bidders acknowledge that, to ensure fairness, openness and transparency in the procurement process, the commission of certain acts or offences will render them ineligible to be awarded a contract. Elections Canada will declare non-responsive any proposal in respect of which the information herein requested is missing or inaccurate, or in respect of which the information contained in the certifications contemplated in this Section 6.6 is found to be untrue, in any respect, by Elections Canada. If it is determined, after Contract award, that the bidder made a false declaration or certification, Elections Canada will have the right to terminate for default the resulting Contract. The bidder and any of the bidder's affiliates will also be required to remain free and clear of any acts or convictions specified herein during the period of any contract arising from this solicitation. Elections Canada may verify the information provided by the bidder, including the information relating to the acts or convictions specified herein, through independent research, use of any government resources or by contacting third parties.
- 6.6.2 By submitting a proposal, the bidder certifies that no one convicted under any of the provisions under paragraphs 6.6.2 (a) or (b) is to receive any benefit under a contract arising from this solicitation. In addition, the bidder certifies that except for those offences

where a criminal pardon or a record suspension has been obtained or capacities restored by the Governor in Council, neither the bidder nor any of the bidder's affiliates has ever been convicted of an offence under any of the following provisions:

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

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

6.6.4 Bidders understand that Elections Canada may contract outside of the present solicitation process with a supplier who has been convicted of an offence enumerated under paragraphs 6.6.2 (c) to (g), or with an affiliate who has been convicted of an offence enumerated under paragraphs 6.6.2 (c) to (g), when required to do so by law or legal proceedings, or when Elections Canada considers it necessary to the public interest for reasons which include, but are not limited to:

- (a) only one person is capable of performing the Contract;
- (b) emergency;
- (c) national security;
- (d) health and safety; or
- (e) economic harm.

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

6.6.5 By submitting a proposal, the bidder certifies that neither the bidder nor any of the bidder's affiliates have directly or indirectly paid or agreed to pay, and will not directly or indirectly pay a contingency fee to any individual for the solicitation, negotiation or obtaining of the Contract if the payment of the fee would require the individual to file a return under section 5 of the [Lobbying Act](#).

6.6.6 For the purposes of this RFP, an affiliate means a business concern, organization or individual that, directly or indirectly, 1) either one controls or has the power to control the other, or 2) a third party has the power to control both. Indicia of control, include, but are not limited to, interlocking management or ownership, identity of interests among family members, shared facilities and equipment, common use of employees, or a business entity created following the charges or convictions contemplated in this Section which has the same or similar management, ownership, or principal employees as the bidder that is charged or convicted, as the case may be.

6.6.7 The bidder acknowledges and agrees that the certifications contemplated must remain valid during the period of the Contract arising from this RFP.

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

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

# Resulting Contract



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

## CONTRACT

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

Return one signed copy of the Contract forthwith.

**Contract No.:**

05005-[XX-XXXX]

**Title:**

[insert Contract title]

**Effective Date:**

[insert at contract award]

**Term of Contract:**

[insert at contract award]

**Financial Code:**

[insert at contract award]

**Total Estimated Contract Cost (incl. applicable sales tax):**

[insert - \$XX,XXX.XX - includes Travel & Living and Other Direct Expenses]

**Applicable Sales Tax:**

[insert - \$XX,XXX.XX - tax is not applied to Travel & Living or Other Direct Expenses]

### ENQUIRIES & INVOICES

**Office of the Chief Electoral Officer of Canada**

30 Victoria Street  
Gatineau QC K1A 0M6

**Send contract enquiries to:**

[insert name at contract award]

[insert title]

Procurement and Contracting Services

**Tel No.**

[insert at contract award]

**E-mail**

Supplier@elections.ca

**Send invoices to:**

[insert name at contract award]

[insert title at contract award]

[insert sector at contract award]

**Tel No.**

[insert at contract award]

**E-mail**

email@elections.ca

### Contractor's Name and Address:

[insert LEGAL NAME of Contractor]

[insert Contractor's ADDRESS]

**Attention:** [insert at contract award]

**E-mail:** [insert at contract award]

#### [Note to Contracting Authority]

Insert section below if payment is to be issued to a different entity than the one listed above.

#### Remit Payment To:

[insert payment recipient, if different from above]

[insert payment recipient ADDRESS]

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

[insert LEGAL NAME of Contractor]

\_\_\_\_\_  
(signature of authorized representative)

\_\_\_\_\_  
(print name of authorized representative)

\_\_\_\_\_  
(print title of authorized representative)

Date: \_\_\_\_\_

### Chief Electoral Officer

\_\_\_\_\_  
(signature of authorized representative)

[insert name of delegated authority]

[insert title of delegated authority]

Procurement and Contracting Services [delete if N/A]

**ARTICLES OF AGREEMENT**

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**Article 1 Interpretation**

**Section 1.01 Definitions**

1.01.01 In the Contract, unless the context otherwise requires:

“Business Day”	means a day other than a Saturday, Sunday or statutory holiday in the province of Quebec;
“Design Change”	means any change to approved drawings, Specifications, or statements of requirements. Work necessary for the correction of errors made by the Contractor is not a "Design Change" within the meaning of this section;
“Effective Date”	means the date stated as the effective date on the first page of the Contract;
“General Conditions”	means the general conditions for services attached hereto as Annex E;
“Initial Term”	has the meaning ascribed to in Section 3.01.01;
“Pricing Table”	means the table attached hereto as Annex B;
“SPOC”	means the Contractor’s single point of contact referred to in Section 5.01;
“SOW”	means the statement of work attached hereto as Annex A and the appendices referred to therein, if any;
“Task” or “Tasks”	In Section 1.01.01: “Task” or “Tasks” means the work set out in the SOW requiring the issue of a Task Authorization;
“Task Authorization”	means the form that comprises the Task Request and Task Request Proposal once approved by the Contracting Authority and Technical Authority in accordance with Article 9, a sample of which is attached hereto as Annex F;
“Task Authorization Amendment”	has the meaning ascribed to it in Section 9.04;



**ARTICLES OF AGREEMENT**

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“Task Request” means a request made by the Technical Authority to the Contractor in relation to Tasks;

“Task Request Amendment” has the meaning ascribed to in Section 9.03; and

“Task Request Proposal” means the proposal by the Contractor in response to a Task Request containing at minimum the information set out in Subsection 9.02.02.

- 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 Agreement as if those words and terms were defined herein.
- 1.01.03 The headings used in the Contract are inserted for convenience of reference only and shall not affect their interpretation.
- 1.01.04 In the Contract, words importing the singular number include the plural and vice versa, and words importing the masculine gender include the feminine gender and the neuter.

**Section 1.02 Priority of Documents**

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

1. these Articles of Agreement;
2. Annex A – Statement of Work;
3. Annex B – Pricing Table;
4. Annex C – Supplemental Conditions – EC to Own IP Rights;
5. Annex D – Supplemental Conditions – Personal Information;
6. Annex E – General Conditions – Services;
7. Annex F – Sample Task Authorization Form;
8. Annex G – Security Requirements Checklist;
9. Annex H – Commercial General Liability Insurance;
10. Annex I – Fair Price Certification [if applicable]; and
11. the Contractor’s proposal, dated [insert date of proposal at contract award].

**ARTICLES OF AGREEMENT**

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**Article 2 Statement of Work and Design Changes**

**Section 2.01 Statement of Work**

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

**Section 2.02 Design Change**

2.02.01 Elections Canada may, at any time and from time to time, order a suspension of the Work in whole or in part, and make modifications of, changes in or additions to the Specifications, changes in methods of shipment or packing and in the place or time of delivery. The Contractor must comply with all directions given by Elections Canada with respect of the foregoing. If any such suspension, modification, change or addition result in an increase or decrease in the cost of the Work, the Contract Price will be adjusted accordingly provided that the Contractor will in no event be entitled to compensation for any loss of anticipated profits and provided further that minor increases or decreases in cost will be disregarded.

2.02.02 Any adjustment to the Contract Price made pursuant to subsection 2.02.01 will be ascertained and agreed to by the Parties before the purchase of any materials or the commencement of any work by the Contractor.

2.02.03 If the Contractor proposes to make a claim for adjustment of the Contract Price pursuant to 2.02.01, it must provide notice to Canada of its intention to do so within thirty (30) days of the date that it received information that a change within the scope of 2.02.01 has been made. Failure by the Contractor to give such notice within the prescribed period will constitute a waiver by it of any rights that it may have under the Contract to adjustment in the Contract Price as a result of such change.

**Article 3 Period of Contract**

**Section 3.01 Term**

3.01.01 The Contract period will be from the Effective Date of the Contract (the "Initial Term") to March 31, 2024.

**Section 3.02 Option to Extend**

3.02.01 The Contractor grants to Elections Canada the irrevocable option to extend the period of the Contract by **two** additional periods of **two** years under the same terms and conditions.

3.02.02 Elections Canada may exercise the option at any time during the Term by sending a written notice to the Contractor at least five Business Days before the Contract expiry date.

**ARTICLES OF AGREEMENT**

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- 3.02.03 The option to extend the term of the Contract may be exercised only by the Contracting Authority.
- 3.02.04 Upon exercising each option, the amount stated as the “total estimated cost (incl. applicable sales tax)” on the first page of the Contract shall be deemed to be increased to include the amount set out in Subsection 6.02.01.

**Article 4 Authorities**

**Section 4.01 Contracting Authority**

- 4.01.01 The Contracting Authority for the Contract is:

[insert name at contract award]

[insert title]

Procurement and Contracting Services

Elections Canada

30 Victoria Street

Gatineau QC K1A 0M6

Tel: [insert at contract award]

E-mail: Supplier@elections.ca

- 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 the Contracting Authority by sending a written notice to the Contractor.

**Section 4.02 Technical Authority**

- 4.02.01 The Technical Authority for the Contract is:

[insert name at contract award]

Elections Canada

Tel: 819-939-[insert at contract award]

E-mail: First.Last@elections.ca

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

**ARTICLES OF AGREEMENT**

responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority; however, the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can be made only through a contract amendment issued by the Contracting Authority.

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

**Article 5 Contractor’s Representative**

**Section 5.01 Single Point of Contact**

- 5.01.01 The SPOC between the Contractor and Elections Canada is:

[insert name at contract award]  
[insert title and company name at contract award]  
Tel: [insert at contract award]  
E-mail: [insert at contract award]

**[Note to Bidders]**

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

- 5.01.02 The SPOC must liaise with the Contracting Authority and the Technical Authority and is the first point of contact in terms of:
  - (a) managing any business issues with the Technical Authority and any Contract issues with the Contracting Authority and in particular providing guidance, support and coordination relative to requests such as those covered by Task Authorizations and by Task Request Amendments for additional services, training, enhancements, and new services;
  - (b) managing the day-to-day operational issues and technical requirements and, in particular, providing support and coordination relative to service needs such as those defined through Task Authorizations and Task Request Amendments; and
  - (c) meeting, as required, with Elections Canada, on issues relating to this Contract, including, without limiting the generality of the foregoing, to review the performance of the service, suggest improvements and assist in analyzing statistical data.

**Article 6 Basis of Payment**

**Section 6.01 Contract Price**

ARTICLES OF AGREEMENT

- 6.01.01 Elections Canada will pay the Contractor based on the “Firm Price” identified in column D of Table A of the Pricing Tables for all of the Work performed by the Contractor pursuant to a Task Authorization related to the production and mail preparation for a general election or referendum. The “Firm Price” identified in column D of Table A of the Pricing Tables will be prorated in accordance with the quantity of VICs awarded.
- 6.01.02 Elections Canada will pay the Contractor based on the “Firm Price” identified in column D of Table B of the Pricing Tables for the Work performed by the Contractor pursuant to a Task Authorization relating to the production and mail preparation of VICs for a by-election. The “Firm Price” identified in column D of Table B of the Pricing Tables will be prorated in accordance with the quantity of VICs produced.
- 6.01.03 Elections Canada will pay the Contractor each month based on the “Firm Price” identified in column D of Table C of the Pricing Tables for the storage of VIC Ready Stock. The “Firm Price” identified in column D of Table C of the Pricing Tables will be prorated in accordance with the quantity of VICs awarded.
- 6.01.04 Elections Canada will pay the Contractor based on the “Firm Price” identified in column D of Table D of the Pricing Tables for all of the Work performed by the Contractor pursuant to a Task Authorization related to the production and mail preparation or Black & White VICs for a general election or referendum. The “Firm Price” identified in column D of Table D of the Pricing Tables will be prorated in accordance with the quantity of VICs awarded.
- 6.01.05 If any of the options to extend the Term of the Contract is exercised by Elections Canada and if a Task Authorization is issued during the extended Term, the “Firm Price” identified in column D of Tables A to D of the Pricing Tables, will be adjusted for the year(s) in which the Work described in column B of such Tables are actually performed, based on the percentage increase (or decrease) of the Consumer Price Index (CPI) for Canada, All-Items (not seasonally adjusted), published by Statistics Canada, in accordance with the following formula:

$$\text{Annual Inflation Adjustment Factor} = \left( \frac{A}{B} - 1 \right) \times 100$$

**ARTICLES OF AGREEMENT**

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Where:

- A** = Average of the monthly CPI for Canada, for the 12 months ending on September 30<sup>th</sup> of the calendar year immediately preceding the adjustment year
- B** = Average of the monthly CPI for Canada for the 12 months ending on September 30<sup>th</sup> of two calendar years preceding the adjustment year.

**Section 6.02 Limitation of Expenditure**

6.02.01 Elections Canada's total liability to the Contractor under the Contract must not exceed \$[insert at contract award]. Customs duties are included and any applicable sales tax is extra.

6.02.02 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.

6.02.03 With respect to the amount set out in Subsections 6.02.01 the Contractor must notify the Contracting Authority in writing as to the adequacy of such amount:

- (a) when it is 75 percent committed, or
- (b) four months before the Contract expiry date, or
- (c) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

6.02.04 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.

**ARTICLES OF AGREEMENT**

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**Section 6.03 Applicable Sales Tax**

- 6.03.01 The estimated amount of sales tax, if applicable, is included in the Total Estimated Contract Cost specified on page 1 of the Contract. The applicable sales tax is not included in the Contract Price but will be paid by Elections Canada as provided in Article 8 - Payments and Invoices. The Contractor agrees to remit to the appropriate government agency any amounts of applicable sales tax paid or due.

**Article 7 Information Reporting**

**Section 7.01 Form T1204**

- 7.01.01 Pursuant to paragraph 221 (1)(d) of the Income Tax Act, R.S. 1985, c. 1 (5th Supp.), payments made by departments and agencies, which includes Elections Canada, to contractors under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T1204 Government Service Contract Payments slip.
- 7.01.02 To enable Elections Canada to comply with this requirement, the Contractor must provide the following information within 15 calendar days following the award of the Contract:
- (a) the legal name of the Contractor, i.e. the legal name associated with its business number or Social Insurance Number (SIN), as well as its address and postal code;
  - (b) the status of the Contractor, i.e. an individual, a sole proprietorship, a corporation, or a partnership;
  - (c) the business number of the Contractor if the Contractor is a corporation or a partnership and the SIN if the Contractor is an individual or a sole proprietorship. In the case of a partnership, if the partnership does not have a business number, the partner who has signed the Contract must provide its SIN; and
  - (d) in the case of a joint venture, the business number of all parties to the joint venture who have a business number or their SIN if they do not have a business number.
- 7.01.03 The information must be sent to the Contracting Authority. If the information includes a SIN, the information should be provided in an envelope marked "PROTECTED".

**Article 8 Payment and Invoices**

**Section 8.01 Payment**

- 8.01.01 **Production and Mail Preparation of VICs for a General Election or Referendum -**

**ARTICLES OF AGREEMENT**

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**Table A of the Pricing Table.**

Elections Canada will pay 40 percent of the “Firm Price” identified in column D of Table A of the Pricing Tables for production of the VIC Ready Stock, prorated for the number of VICs awarded, provided that:

- (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 Section 8.02;
- (b) a written notice certifying that the VIC Ready Stock is in storage in accordance with section 2.5.4 of the SOW has been submitted;
- (c) all such documents have been verified by Elections Canada; and
- (d) the Work performed has been accepted by Elections Canada.

Elections Canada will pay 60 percent of the “Firm Price” identified in column D of Table A of the Pricing Tables for production of the VICs, prorated for the number of VICs awarded, provided that:

- (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 Section 8.02;
- (b) a copy of the completed Statement of Mailing(s) for the Initial VICs and Revised VICs has been submitted;
- (c) all such documents have been verified by Elections Canada; and
- (d) the Work performed has been accepted by Elections Canada.

**8.01.02 Table B of the Pricing Table - Production and Mail Preparation of VICs for a By-election**



**ARTICLES OF AGREEMENT**

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Elections Canada will pay the “Firm Price” identified in Table B, prorated for the number of VICs produced, provided that:

- (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 Section 8.02;
- (b) a copy of the completed Statement of Mailing(s) for the Initial VICs and Revised VICs has been submitted;
- (c) all such documents have been verified by Elections Canada; and
- (d) the Work performed has been accepted by Elections Canada.

**8.01.03 Table C of the Pricing Table – Storage of VIC Ready Stock**

Elections Canada will pay the Contractor the “Firm Price” identified in column D of Table C of the Pricing Tables on a monthly basis for the storage of VIC Ready Stock during the month covered by the invoice, prorated for the number of VICs awarded, 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 Section 8.02;
- (b) all such documents have been verified by Elections Canada; and
- (c) the Work performed has been accepted by Elections Canada.

**8.01.04 Table D of the Pricing Table – Production and Mail Preparation of Black & White VICs (Contingency)**

Elections Canada will pay 20 percent of the “Firm Price” identified in column D of Table D of the Pricing Tables for purchase of the VIC paper, prorated for the number of VICs awarded, or the actual amount paid for the paper with proof of payment, provided that,:

**ARTICLES OF AGREEMENT**

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- (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 Section 8.02;
- (b) a written notice certifying that the VIC paper is in storage in accordance with section 2.5.4 of the SOW has been submitted;
- (c) all such documents have been verified by Elections Canada; and
- (d) the Work performed has been accepted by Elections Canada.

Elections Canada will pay the Contractor the “Firm Price” identified in column D of Table D of the Pricing Tables, prorated for the number of VICs awarded, less the amount paid for the paper, provided that:

- (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 Section 8.02;
- (b) all such documents have been verified by Elections Canada; and
- (c) the Work performed has been accepted by Elections Canada.

**Section 8.02 Invoices**

8.02.01 The Contractor must submit invoices in accordance with the section entitled “Invoice Submission” of the General Conditions. Invoices cannot be submitted until all Work identified in the invoice is completed.

8.02.02 Each invoice must be supported by:

- (a) a copy of time sheets to support the time claimed if the basis of payment set out in Article 6 is based on hourly or per diem rates;
- (b) any other documents or progress reports as specified in the Contract to substantiate the Work performed; and
- (c) a copy of the invoices, original receipts, and vouchers for all authorized travel and living expenses and other direct expenses.

**ARTICLES OF AGREEMENT**

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8.02.03 The original and one copy of each invoice along with one copy of the supporting documentation identified in Subsection 10.02.02 must be forwarded to the address shown on page 1 of the Contract for certification and payment.

**Article 9 Tasking**

**Section 9.01 Tasks**

9.01.01 The Technical Authority may request that the Contractor provide Tasks on an "as and when requested basis". All Task Requests shall be authorized by both the Contracting Authority and the Technical Authority in accordance with this Article.

9.01.02 Task Requests shall be prepared using the sample Task Authorization attached hereto as Annex F.

**Section 9.02 Authorization Process**

**9.02.01 Step 1**

The Technical Authority shall submit a Task Request to the Contractor.

**9.02.02 Step 2**

The Contractor shall reply to the Task Request by submitting a proposal to the Task Request to the Contracting Authority and the Technical Authority within the timeframe specified in the Task Request (the "Task Request Proposal").

Prior to submitting the Task Request Proposal, the Contractor may request any clarifications or negotiate any modifications as necessary, resulting in a "revised request" from the Technical Authority.

The Task Request Proposal shall include the following:

- (a) a detailed description of the Tasks to be performed;
- (b) the price proposal, which shall be computed in accordance with the basis of payment provisions of this Contract and Annex B – Pricing Table, and acceptable price support and price breakdown including a breakdown by category of resource types;
- (c) an estimate of level of effort required, per category, as applicable;
- (d) start and completion date(s) of the Task;
- (e) a request number (serialized coding for new activity traceability), including

**ARTICLES OF AGREEMENT**

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- original documents and amendments;
- (f) the Contract number;
- (g) an estimate or actual cost for the Task;
- (h) whether the Task will be performed by the Contractor or a sub-contractor;
- (i) contact information, including names, locations and telephone numbers;
- (j) a timeframe within which the Task Request must be approved to meet the proposed deliverable dates; and
- (k) any other supporting details.

**9.02.03 Step 3**

The Technical Authority shall notify the Contractor that the Task Request Proposal has either been:

- (a) rejected;
- (b) submitted to the Contracting Authority for approval in accordance with the process described in Step 4; or
- (c) approved and that the Contractor is authorized to commence the Task in accordance with the approved Task Authorization.

**9.02.04 Step 4**

The Contracting Authority must approve the Task Request Proposal. If the Contracting Authority determines that the Task Request Proposal will result in the limitation of expenditure set-out in Section 7.02 being exceeded, an amendment to the Contract must be signed prior to the approval of the Task Request Proposal.

**Section 9.03 Task Request Amendment**

- 9.03.01 Any changes required to a Task Request (“Task Request Amendment”) must be authorized in writing by both the Contracting Authority and the Technical Authority and is subject to written concurrence by the Contractor. The new Task Request shall highlight the required amendments.
- 9.03.02 If the Contracting Authority determines that the Task Request Amendment will result in the limitation of expenditure set-out in Section 6.02.01 being exceeded, an amendment to the Contract must be signed prior to the approval of the Task Request Amendment.

**Section 9.04 Task Authorization Amendment**

## ARTICLES OF AGREEMENT

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- 9.04.01 Any changes required to a Task Authorization (“Task Authorization Amendment”) must be authorized in writing by both the Contracting Authority and the Technical Authority and is subject to written concurrence by the Contractor. The new Task Authorization shall highlight the amendments.
- 9.04.02 If the Contracting Authority determines that the Task Authorization Amendment will result in the limitation of expenditure set-out in Section 6.02.01 being exceeded, an amendment to the Contract must be signed prior to the approval of the Task Authorization Amendment.

### Section 9.05 Task Completion and Task Closure Procedures

- 9.05.01 The Contractor must monitor all Task Authorizations issued under the Contract.
- 9.05.02 Closure will be subject to the Technical Authority’s acceptance of the completed Tasks.
- 9.05.03 If the Tasks are acceptable, the Technical Authority will inform the Contractor to proceed with the Task Authorization closure, at the detailed final costs.
- 9.05.04 If at any time the Contractor believes that the Tasks specified in a Task Authorization have been completed, the Contractor must proceed as follows to request the closure of the Task Authorization:
- (a) the Contractor must determine the final costs of the Tasks to Elections Canada, itemized as necessary for each individual tasking within the Task Authorization; and
  - (b) the Contractor must submit a letter to the Technical Authority, with a copy to Contracting Authority, requesting closure of the Task Authorization with reference to the completion of the Tasks described therein.

### Section 9.06 Task Payment

- 9.06.01 Any adjustment to the Contract price that results from any agreed Task in accordance with this Article shall be paid in the manner set out in the Contract.
- 9.06.02 Elections Canada’s obligation with respect to the portion of the Work under the Contract that is performed through Task Authorizations is limited to the total amount of the actual Tasks performed by the Contractor.

### **Article 10 Option to Acquire Additional Goods or Services**

- 10.01.01 The Contractor grants to Elections Canada the irrevocable option to acquire the goods, services or both described at [insert section] of the SOW under the same terms and conditions and at the prices and/or rates stated in the Contract.
- 10.01.02 Elections Canada may exercise the option at any time during the Term by sending a

## ARTICLES OF AGREEMENT

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written notice to the Contractor at least five Business Days before the Contract expiry date.

- 10.01.03 The option may be exercised only by the Contracting Authority and will be evidenced, for administrative purposes, through a contract amendment.

### **Article 11 Security Requirement**

- 11.01.01 Within 4 month after the Effective Date of the Contract, the Contractor must meet the following security requirements:

- (a) The Contractor must hold a valid Designated Organization Screening (DOS) issued by the Contract Security Program (CSP) at Public Services and Procurement Canada (PSPC) <https://www.tpsgc-pwgsc.gc.ca/esc-src/organisation-organization/information-eng.html>.
- (b) The Contractor must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.
- (c) The Contractor personnel requiring access to PROTECTED information, assets or Work site(s) must each hold a valid "Reliability Status", granted or approved by Elections Canada.
- (d) The Contractor must comply with the provisions of the:
  - i. Security Requirements Check List, attached at Annex G; and
  - ii. Industrial Security Manual (latest edition).

- 11.01.02 If the conditions listed in Subsection 11.01.01 are not all met within 4 months of the Effective Date of the Contract, Elections Canada has the right at its sole discretion to either terminate the Contract for default, pursuant to the default provision of the Contract, or provide an extension for the fulfillment of the listed conditions.

### **Article 12 Insurance**

#### **Section 12.01 Commercial General Liability Insurance**

- 12.01.01 The Contractor must comply with the insurance requirements specified in Annex H – Commercial General Liability Insurance. The Contractor must maintain the required insurance coverage for the duration of the Contract Term. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

- 12.01.02 The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's

**ARTICLES OF AGREEMENT**

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expense and for its own benefit and protection.

- 12.01.03 The Contractor must forward to the Contracting Authority within ten calendar days following the Effective Date of the Contract a certificate of insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an insurer licensed to carry out business in Canada. The Contractor must, within 30 calendar days of a written request from the Contracting Authority, forward to Elections Canada a certified true copy of all applicable insurance policies.

**Article 13 Applicable Laws**

**Section 13.01 Applicable Laws**

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

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

- 13.01.01 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 14 Certificates**

**Section 14.01 Certificates**

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

**[Note to Bidders]**

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

**Section 14.02 Proactive Disclosure of Contracts with Former Public Servants**

**ARTICLES OF AGREEMENT**

14.02.01 By providing information on its status in the Certificates, with respect to being a former public servant in receipt of a *Public Service Superannuation Act* pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with *Contracting Policy Notice: 2012-2* of the Treasury Board Secretariat of Canada.

**[Note to Bidders]**

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

**Section 14.03 Fair Price Certification**

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

**Article 15 Foreign Nationals**

**Section 15.01 Canadian Contractors**

15.01.01 The Contractor must comply with Canadian immigration requirements applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Service Canada regional office to enquire about Immigration, Refugees and Citizenship Canada’s requirements to issue a temporary work permit to a foreign national. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

**Article 16 Access to Information**

**Section 16.01 Access to Information**

16.01.01 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,



**ARTICLES OF AGREEMENT**

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

**[Note to Bidders]**

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

**Article 17 Joint Venture**

**Section 17.01 Joint Venture Contractor**

17.01.01 The Contractor confirms that the name of the joint venture is [insert at contract award] and that it is comprised of the following members:

[Insert at contract award]

(a) With respect to the relationship among members of the joint venture Contractor, each member agrees, represents and warrants (as applicable) that:

- i. [insert at contract award] has been appointed as the “representative member” of the joint venture Contractor and has full authority to act as agent for each member regarding all matters relating to the Contract;
- ii. by giving notice to the representative member, Elections Canada will be considered to have given notice to all members of the joint venture Contractor; and
- iii. all payments made by Elections Canada to the representative member will act as a release by all the members.

17.01.02 All the members agree that Elections Canada may terminate the Contract at its discretion if there is a dispute among the members that, in Elections Canada’s opinion, affects the performance of the Work in any way.

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

17.01.04 The Contractor acknowledges that any change in the membership of the joint venture (i.e., a change in the number of members or the substitution of another

## ARTICLES OF AGREEMENT

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legal entity for an existing member) constitutes an assignment and is subject to the assignment provisions of the General Conditions.

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



## **Voter Information Card (VIC) Printing Services**

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### **Part 8 – Technical Evaluation Criteria**

## **Part 8 – Technical Evaluation Criteria**

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

#### **[M1] Work Management Plan**

The Bidder must provide a Work Management Plan that clearly describes how the Bidder will manage the logistics for the successful delivery of the Work, particularly in terms of the implementation and support of the services as described in Part II of the SOW. The Bidder must provide sufficient detail to allow an understanding of the Bidder's approach. The Work Management Plan will be further assessed in Section B – Rated Evaluation Criteria – R1.

#### **[M1] Bidder's Response for this Requirement: Bidder to attach its Work Management Plan**

#### **[M2] Print Production Capacity**

The Bidder must demonstrate its capacity to produce VIC equivalent products within the Production Timeframe and the Revision Production Timeframe. The VIC equivalent products used by the Bidder to respond to M2 must be based on the same dimensions as the VIC and have printed words on both sides of the paper and contain a color element.

Initial VIC files will be transmitted to the Bidder over a 7 day period from Day 31 to Day 25 of the electoral calendar. It is expected that all files will be processed and ready for pickup by Canada Post Corporation (CPC) within this timeframe. Revision VICs will be transmitted over a 19 day period from Day 23 to Day 5. Bidders will be evaluated on their ability to produce VICs within the Production Timeframe.

The Bidder must demonstrate their ability to produce a minimum combined daily output (f) that assures the Bidder has sufficient capacity to deliver the volume of VICs within the Production Timeframe, for one or more regions. The necessary capacity is determined based on the region(s) in [M3] Proximity for which the Bidder has one or more facilities that qualify, coupled with the demonstrated ability to produce a daily output of VICs equal to or exceeding the lesser of 1/7<sup>th</sup> of the volume of the region, or 300,000 VICs.

#### **Capacity Details**

The Bidder must describe in detail its current physical assets for performing the Work during the Production Timeframe and the Revision Production Timeframe.

The Bidder must include in its proposal the following information **for each facility** it proposes to use:

- (a) corporate name and address of the facility;
- (b) printer model(s) to be used for the VIC production, with a description or with the manufacturer’s product information, and an explanation for its/their suitability for printing VICs;
- (c) average hourly output of VIC equivalent from each printer identified in M2(b);
- (d) number of printers per printer model identified in M2(b);
- (e) daily output of a VIC equivalent per printer listed in M2(d);
- (f) combined daily output of a VIC equivalent for all printers listed in M2(d);
- (g) Total Capacity = Combined Daily Output (f) \* 7 days;
- (h) the maximum number of VICs to be considered in this offer (Maximum Number of VICs Offered), not to exceed Total Capacity (g).

Should the Bidder be successful in the awarding of a contract – the obligation would be to produce a quantity of VICs up to but not exceeding the Maximum Number of VICs Offered for each facility.

**[M2] Bidder’s Response for this Requirement:**

**Repeat the sections below for each facility:**

**(a) Facility name and address:**

**Printer Model(s) to be used:**

<b>Printer Description (b)</b>	<b>Explanation of Suitability (b)</b>	<b>Avg. Hourly Output (c)</b>	<b># of Printers (d)</b>	<b>Daily Output (e)</b>	<b>Total Daily Output (f) (d * e)</b>
<b>Combined Daily Output (sum of Total Daily Output)</b>					
<b>Total Capacity ( * 7 days) (g)</b>					
<b>Maximum Number of VICs Offered (h)</b>					

**[M3] Proximity**

The Bidder must demonstrate the proximity of their facility to each Canada Post Corporation Destination Plant within at least one region, listed below. In order to be compliant to produce VICs for a specific region, the Bidder must demonstrate their facility is within an 8 hour driving delivery of each plant in that region.

A Bidder must meet both the Proximity requirement and the Minimum Capacity requirement for a region in the table below. The Minimum Capacity for each region contained in this table is an estimate provided for the purpose of this requirement and is not an actual work guarantee.

**[M3] Bidder’s Response for this Requirement:**

Region	Total VICs	CPC Destination Plant	Bidders Facility Address(es)	Within 8 hour driving distance (Yes/No)	Minimum Capacity
Maritimes and NFLD + Labrador	2,100,000	98 KENMOUNT RD PO BOX 13037 ST. JOHN’S NL A1B 1W0			300,000
		125 ROTHESAY AVE SAINT JOHN NB E2L 2B0			
		6175 ALMON ST HALIFAX NS B3K 5N2			
Quebec	7,000,000	555 MCARTHUR AVE SAINT- LAURENT QC H4T 1T4			300,000
Eastern Ontario + Thunder Bay	1,500,000	1424 SANDFORD FLEMING AVE OTTAWA ON K1G 1C0			214,000
Ontario: GTA	6,750,000	969 EASTERN AVE TORONTO ON M4L 1A5			300,000
Ontario: Hamilton + London	3,325,000	393 MILLEN RD STONEY CREEK ON L8E 5A8			300,000
		951 Highbury Ave London ON N5Y 1B0			300,000
Manitoba	1,000,000	1870 WELLINGTON AVE WINNIPEG MB R3H 3H3			140,000
Saskatchewan	900,000	2200 SASKATCHEWAN DR REGINA SK S4P 0B0			130,000
		817 51st ST E SASKATOON SK S7K 5C6			
Alberta + NWT	3,300,000	12135 149th ST NW EDMONTON AB T5L 2J0			300,000
		1100 49 AVE NE CALGARY AB			

		T2E OAO			
British Columbia + Yukon	3,950,000	5940 FERGUSON ROAD RICHMOND, BC V7B 0B1			300,000

**SECTION B – RATED EVALUATION CRITERIA**

**[R1] Work Management Plan**

**Maximum Points: 130**

The Work Management Plan submitted will be rated as follows:

Evaluation Criteria	Points per Criteria
<p><b>R1.1 – Work Administration Strategy</b></p> <p>The Bidder should describe how it will manage the availability of its resources in order to ensure that the Production Timeframe and the Revision Production Timeframe are adhered to. This should include:</p> <ul style="list-style-type: none"> <li>• Availability and scheduling of personnel (employees, management, subcontractors)</li> <li>• Availability of equipment</li> <li>• Accommodation for other printing obligations</li> <li>• Storage Space</li> </ul>	0; 4; 7; 10
<p><b>R1.2 – Quality Assurance and Risk Management</b></p> <p>The Bidder should describe what methodologies and techniques it will implement and what tools it will use to minimize quality issues of the production of the VICs. This should include:</p> <ul style="list-style-type: none"> <li>• File transfer</li> <li>• Processing of the VIC PDF Print Files for printing</li> <li>• Printing</li> <li>• Assembly</li> <li>• Transfer to CPC Destination Plant</li> </ul>	0; 4; 7; 10
<p><b>R1.3 – File Transfer Logistics</b></p> <p>a) The Bidder should describe what methodologies and techniques it will implement and what tools it will use to receive and verify the usability of the VIC PDF Print Files;</p>	0; 4; 7; 10

Evaluation Criteria	Points per Criteria
<p>and</p> <p>b) The Bidder should describe what methodologies and techniques it will implement and what tools it will use to process the VIC PDF Print Files for printing.</p>	<p>0; 4; 7; 10</p>
<p><b>R1.4 – VIC Production Logistics</b></p> <p>a) The Bidder should describe what methodologies and techniques it will implement and what tools it will use to plan the VIC Ready Stock print activities; and,</p> <p>b) The Bidder should describe what methodologies and techniques it will implement and what tools it will use to plan the VIC Variable Data print activities.</p>	<p>0; 10; 20; 30</p> <p>0; 10; 20; 30</p>
<p><b>R1.5 – Mail Preparation Logistics</b></p> <p>a) The Bidder should describe what steps it will take for the delivery and shipping of the VICs from the time they are on the wooden pallets in its production facility to the CPC Destination Plant</p>	<p>0; 4; 7; 10</p>
<p><b>R1.6 – Business Continuity Plan</b></p> <p>The Bidder should describe its Business Continuity Plan for the File Transfer and Processing, the VIC Production Requirements, and the Mail Preparation. The plans should identify prevention and recovery processes to ensure continuous delivery of such activities.</p>	<p>0; 10; 15; 20</p>
<p><b>Bidder's Total for R1:</b></p>	

**Minimum Score: 91**

Rating Guide
<p><b>R.1 Rating Guide</b></p>
<p>1. The Bidder's proposal fully demonstrates an excellent understanding of the evaluation criterion. The description addresses all aspects in depth, is feasible, outlines all critical</p>



<b>Rating Guide</b>	
	success factors, risks and constraints, and aligns with the SOW. = maximum points
2.	The Bidder's proposal demonstrates a thorough understanding of the evaluation criterion. The description addresses all aspects but has minor variation issues in regard to depth, feasibility, critical success factors, risks, constraints, and/or alignment with the SOW. = second highest point value
3.	The Bidder's proposal demonstrates a limited understanding of the evaluation criterion. The description fails to address one or more aspects or has major variation issues in regard to depth, feasibility, critical success factors, risks, constraints, and/or alignment with the SOW. = lowest point value
4.	The Bidder's proposal demonstrates an inadequate understanding of the evaluation criterion. The description fails to address all aspects of the criterion. = zero points



## Voter Information Card (VIC) Printing Services

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### Part 9 – Financial Evaluation Criteria

## **Part 9 – Financial Evaluation Criteria**

### **1. General Instructions with respect to the Pricing Tables**

1.1 All Offerors must submit prices by completing Tables A, B, C, and D in Annex A to Part 9 (“Pricing Tables”):

- (a) Table A – Production and Mail Preparation of VICs for a General Election or Referendum;
- (b) Table B – Production and Mail preparation of VICs for a By-election;
- (c) Table C - Monthly Storage Costs of VIC Ready Stock; and
- (d) Table D - Production and Mail Preparation of Black & White VICs (Contingency)

1.3 Prices in the Pricing Tables must include all direct and indirect costs to provide the Work described in the SOW, including without limitation, all necessary material, supplies, equipment, labor, wages, salaries, management fees and taxes, Canadian custom duties and excise taxes, where applicable (collectively the “Costs”). All prices indicated in the Pricing Tables must be in Canadian Dollars. Include amounts representing Canadian custom duties and excise taxes where applicable, and exclude the applicable sales tax.

1.4 Prices in the Pricing Tables should not include the cost of mailing the VICs; such costs will be invoiced by CPC and billed directly to EC.

1.5 The number inserted in column E of Table C and D is only included as a weighting factor for financial evaluation purposes and is not a minimal commitment by Elections Canada to purchase according to this quantity.

### **2. Pricing Tables**

2.1 Table A – Production and Mail Preparation for a General Election or Referendum - 1,000,000 VICs

- 2.1.1 For evaluation purposes, Offerors must provide firm prices for the production and mail preparation of 1,000,000 VICs (Initial and Revised) for a General Election or Referendum by completing Table A. The “Firm Price” shall include all Costs to perform all of the Work relating to the SOW reference(s) in column D of Table. For payment purposes, the “Firm Price” identified in the Pricing Tables will be prorated in accordance with the quantity of VICs awarded.

## 2.2 Table B – Production and Mail Preparation of VICs for a By-election - 100,000 VICs

2.2.1 For evaluation purposes, Offerors must provide firm prices for the production and mail preparation of 100,000 VICs for by-elections by completing and submitting Table B. The “Firm Price” shall include all Costs to perform all of the Work relating to the SOW reference in column D of Table B. For payment purposes, the “Firm Price” identified in the Pricing Tables will be prorated in accordance with the quantity of VICs produced.

## 2.3 Table C – Monthly Storage Costs of VIC Ready Stock

2.3.1 For evaluation purposes, Offerors must provide a firm monthly price for the storage of the VIC Ready Stock for 1,000,000 VICs by completing Table C. For payment purposes, the “Firm Price” identified in the Pricing Tables will be prorated in accordance with the quantity of VICs awarded.

## 2.4 Table D - Production and Mail Preparation of Black & White VICs (Contingency)

2.4.1 For evaluation purposes, Offerors must provide firm prices for the production and mail preparation of 1,000,000 VICs (Initial and Revised) for a General Election or Referendum by completing Table D. In this scenario, the Offeror will print all elements of the VIC in a single pass in Black & White, and there will not be a requirement to prepare VIC Ready Stock. The “Firm Price” shall include all Costs to perform all of the Work relating to the SOW reference(s) in column D of Table D. For payment purposes, the “Firm Price” identified in the Pricing Tables will be prorated in accordance with the quantity of VICs awarded.

## 2.5 Table E – Determination of the Proposal Price for Evaluation Purposes

2.5.1 Table E must be completed based on the “Firm Price” inserted in each of Tables A to D. The cumulative sum of Tables A, B, C and D will be the “Total Offer Price” and used for evaluation purposes in accordance with Part 4 of the RFP.

**Annex A to Part 9 – Financial Offer Table Template**

**Table A – Production and Mail Preparation of VICs for a General Election or Referendum**

A	B	C	D
Item	Description	SOW reference(s)	Firm Price
1.	Production of 1,000,000 VICs (VIC Ready Stock, Initial VICs, & Revision VICs)	2.5	\$_____ per general election or referendum

**Table B – Production and Mail Preparation of VICs for a By-election**

A	B	C	D
Item	Description	SOW reference(s)	Firm Price
1.	Production of 100,000 VICs - Single Pass, no VIC Ready Stock (Initial VICs and Revision VICs)	2.6	\$_____ per by-election

**Table C – Monthly Storage Costs of VIC Ready Stock**

A	B	C	D	E	F
Item	Description	SOW reference(s)	Firm Price	Quantity	Extended Price
1.	Monthly Storage Costs of VIC Ready Stock for 1,000,000 VICs	2.5.4	\$_____ per month	6	\$_____ = D*E

**Table D – Production and Mail Preparation of Black & White VICs (Contingency)**

A	B	C	D	E	F
Item	Description	SOW reference(s)	Firm Price	Weight	Weighted Price

1.	Production of 1,000,000 VICs – No Color, Single Pass, no VIC Ready Stock ( Initial VICs, & Revision VICs)	2.7	\$_____ per general election or referendum	10%	\$_____ = (D*E)
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**Table E –Determination of the Proposal Price for Evaluation Purposes**

Table	Offer Price
Table A – Production of VICs for General Election and Referendum	\$_____ Firm Price Table A
Table B – Production of VICs for By-election	\$_____ Firm Price Table B
Table C – Monthly Storage Costs of VIC Ready Stock	\$_____ Extended Price Table C
Table D – Production and Mail Preparation of B&W VICs (Contingency)	\$_____ Weighted Price Table D
<b>TOTAL OFFER PRICE FOR RANKING</b>	\$_____ = sum (of Tables A, B, C & D)



## Voter Information Card (VIC) Printing Services

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### Appendix A

### Statement of Work

## Table of Contents

PART 1 – INTERPRETATION .....	4
1.1    Definitions .....	4
1.01.....	4
1.2    Appendices.....	6
2    PART II – SERVICES.....	7
2.1    Kick-Off Meeting.....	7
2.1.1.....	7
2.2    Other Meetings.....	7
2.2.1.....	7
2.3    File Transfer and Processing .....	7
2.3.1    Information Technology and Information Management Infrastructure .....	7
2.3.2    File Batch Transfer Procedure .....	7
2.3.3    File Transfer Quality Assurance .....	8
2.4    VIC Specifications.....	8
2.4.1    VIC Printing Specifications.....	8
2.4.2    Paper Specifications.....	9
2.4.3    Finishing and Scaling.....	9
2.4.4    Printing Quality Levels .....	9
2.5    VIC Production Requirements.....	9
2.5.1    VIC Simulation .....	9
2.5.2    Colour Imprinting .....	10
2.5.3    Colour Press Proofs.....	10
2.5.4    VIC Ready Stock Storage .....	11
2.5.5    Production Process for initial VICs .....	11
2.5.6    Initial VIC Press Proofs .....	11
2.5.7    Production Process for Revised VICs.....	12
2.5.8    Production Reporting.....	13
2.6    Printing for a By-Election.....	13
2.6.1    By-Election(s) .....	13
2.7    Contingency: Printing Black & White VICs .....	13
2.7.1    Black & White VICs.....	13
2.8    Additional Printing.....	13
2.8.1    Additional VICs .....	13
2.9    Mail Preparation and Pre-sortation .....	14
2.9.1    Statement of Mailing.....	14
2.9.2    Containerization.....	14
2.9.3    Shipping Units (Wooden Pallets).....	15
2.10   Appendix A-1 - Informational Quality Level Specifications.....	17
2.10.1   1. Detail Requirements.....	17
2.10.2   2. General Attributes .....	19
2.10.3   3. Evaluation Methods .....	19



2.11 Elections Canada Authorized Users..... 23

2.12 Appendix A-3 - Certificate of Destruction ..... 24

2.13 Appendix A-4 – Sample Statement of Mailing ..... 25

2.14 Appendix A-5 – Sample VIC..... 26

## PART 1 – INTERPRETATION

### 1.1 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;

Additional VIC PDF Print Files	a PDF document containing both the VIC Color Data File and the VIC Variable Data Files;
Authentication Factors	means the factors used to generate the authentication, namely a password and the physical possession of an object (e.g. token, encryption key or bingo card);
Black & White VIC PDF Print File	a PDF document containing both the VIC Black & White Data File and the VIC Variable Data File;
Business Day	means a day other than a Saturday, Sunday or statutory holiday in the Province of Quebec or in the Province in which the Contractor's production facilities are located;
Business Continuity Plan	means the plans for continuing operations under adverse plan conditions, which identifies exposure to internal and external threats, synthesizes hard and soft assets and provides processes to prevent and recover from such adverse conditions, and are developed by the Contractor in accordance with Work Management Plan;
By-Elections VIC PDF Print Files	a PDF document containing both the VIC Color Data File and the VIC Variable Data File;
Certificate of Destruction	means the template certificate, a copy of which is attached as Appendix A-3;
Control File	has the meaning ascribed to it in Section 2.3.2.4;
CPC	means Canada Post Corporation;
CPC Destination Plant	means one of the CPC destination facility sites, which has been selected by the Contractor in its proposal and further identified in the Task Authorization issued by Elections Canada (EC);
CPC Shipping Tool	means the CPC electronic shipping tool (EST), which can be accessed through the <a href="#">Canada Post website</a> <sup>1</sup> .
CSEC Standard	means the Communications Security Establishment Canada (CSEC) Approved Cryptographic Algorithms for the Protection of Sensitive Information and for Electronic Authentication and Authorization Applications within GC – ITSA – 11E, which can be accessed through the <a href="#">CSEC website</a> <sup>2</sup> ;
Data File	means an electronic copy of a VIC PDF print file and/or any VIC Variable Data, regardless of the format and method of storage;
EC	means the Office of the Chief Electoral Officer of Canada, commonly known as Elections Canada;

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<sup>1</sup>

[https://www.canadapost.ca/web/en/kb/details.page?article=use\\_est\\_online\\_and\\_e&catttype=kb&cat=sendin&subcat=generalinformation](https://www.canadapost.ca/web/en/kb/details.page?article=use_est_online_and_e&catttype=kb&cat=sendin&subcat=generalinformation)

<sup>2</sup> <https://www.cse-cst.gc.ca/en/node/227/html/15164>

EC Authorized User	means a person listed in Appendix A-2 who is authorized to access the Secure EC Account and transfer the VIC Color Data File and File Batches to the Secure Server;
ED	means an electoral district;
Electoral Calendar	means a calendar that starts on the day that the Writs are issued which is considered day 36 and ends on the polling day being day 0, but may however exceed 36 days;
Electoral Event	means either a general election, by-election or referendum;
Elector	means a person who is qualified to vote pursuant to Section 3 of the <i>Canada Elections Act</i> ;
File Batch	means an electronic folder with subfolders designated by ED containing VIC PDF print files, and more specifically the VIC Variable Data Files;
File Transfer and Processing	means the activities described in Section 2.3;
FTP/S	means a file transfer protocol over secure sockets layers, an extension to the file transfer protocol that adds support for the transport layer security and the secure sockets layer cryptographic protocols;
Initial VIC	means the VIC sent out to Electors between day 31 and day 24 of the Electoral Calendar;
Mail Preparation	means the activities described in Section 2.9;
Manual Error Detection Test	Has the meaning ascribed to it in Section 2.3.3.1;
PMS 209	means the “Pantone Matching System” color 209;
Production Report	has the meaning ascribed to it in Section 2.5.8;
Production Timeframe	means the principal production timeframe for the printing, packing and shipping of the Initial VICs to CPC from day 31 through to and including day 24 of the Electoral Calendar;
Revised VIC	means the VIC sent out to Electors between day 23 and day 4 of the Electoral Calendar based on the Revision Process;
Revision Process	means the process of adding new names to, correcting information on, and removing names from the lists of Electors during the Electoral Calendar;
Revision Production Timeframe	means the timeframe for the printing, packing and shipping of the Revised VICs to CPC between day 23 and day 4 of the Election Calendar;
Secure EC Account	means a distinct and separate account on the Secure Server made available by the Contractor to EC for access by the EC Authorized Users for the secure transfer of data;
Secure Server	means an SFTP or FTP/S server configured and operated by the Contractor in accordance with the CSEC Standard utilized to house the Secure EC Account;

SFTP	means a secure file transfer protocol, an extension of the secure shell network protocol that provides file access, file transfer, and file management functionalities over any reliable data stream;
Statement of Mailing	means the CPC template form, a copy of which is attached as Appendix A-4;
Verification Test	has the meaning ascribed to it in Section 2.5.2.2;
VIC	means the voter information card sent by EC during an Electoral Event to every Elector whose name appears on the preliminary lists of Electors, or is added to the lists of Electors based on the Revision Process, providing information regarding the time and location the Elector may cast their ballot at the advance polls or on polling day, a sample of which is attached as Appendix A-5;
VIC Black & White Data File	means a PDF document containing the standard VIC front and back elements (in Black);
VIC Color Data File	means a PDF document containing the standard VIC front and back colour elements;
VIC PDF Print File	a PDF document containing a number of VIC Variable Data Files, each of which are two pages of the PDF document;
VIC Production Requirement	means the activities described in Section 2.5;
VIC Variable Data File	means a PDF image containing the unique corresponding front and back black elements of a VIC as described in Sections 2.4.1.1 and 2.4.1.3;
VIC Ready Stock	means a card containing only the standard VIC front and back colour elements. The VIC Ready Stock serves as a template upon which the VIC variable data is printed;
VIC Specifications	Means the requirements described in Section 2.4; and,
Work Management Plan	means the Work Management Plan , which identifies each step required for carrying out the Work in accordance with Part II of the SOW.

## 1.2 Appendices

The following appendices are attached to and form an integral part of this Statement of Work (SOW)

- Appendix A-1: Informational Quality Level Specifications
- Appendix A-2: EC Authorized User
- Appendix A-3: Certificate of Destruction
- Appendix A-4: Sample of Statement of Mailing

## **PART II – SERVICES**

### **2.1 Kick-Off Meeting**

- 2.1.1** Within ten Business Days of issuance of the Task Authorization, EC shall call a kick off meeting at a location determined by EC. The agenda for the kick off meeting will be set by EC. The kick off meeting shall include a site visit of the Contractor's production facilities in order to review the Work Management Plan. The SPOC and the Technical Authority must attend the kick off meeting. EC shall have the right to have other persons attend the kick off meeting.

### **2.2 Other Meetings**

- 2.2.1** The Contractor shall meet with EC, either via conference call or in person, determined at EC's option, in accordance with the following schedule:
- (a) Bi-weekly for the period from the kick off meeting until the commencement of the Electoral Event; or
  - (b) On a weekly basis during the Electoral Event

### **2.3 File Transfer and Processing**

#### **2.3.1 Information Technology and Information Management Infrastructure**

- 2.3.1.1** The Contractor must configure all information technology and/or information management infrastructure (hardware and software), including but not limited to the Secure Server, that is created, utilized and/or maintained by it to receive and electronically store the VIC Color Data File and File Batches, in compliance with the Security Requirements found at Part 5 of the Request for Proposal and the CSEC Standard.
- 2.3.1.2** The Contractor shall create, utilize and maintain a Secure EC Account on the Secure Server operated by the Contractor solely for the receipt and electronic storage of the VIC Color Data File and File Batches transferred to it by EC Authorized Users and must ensure that the Secure Server is kept separate from any of the Contractor's other clients.
- 2.3.1.3** Within ten Business Days of the Task Authorization, the Contractor shall assign and provide distinct Authentication Factors to each EC Authorized User. Prior to accessing the Secure EC Account on the Secure Server, each EC Authorized Users will perform authentication using the Authentication Factors.
- 2.3.1.4** EC shall notify the Contractor in writing of any changes to the list of EC Authorized Users. Within two Business Days following receipt of such notice, the Contractor shall deliver a written acknowledgement of receipt to EC. Upon delivery of such written acknowledgement, the list of EC Authorized Users at Appendix A-2 shall be deemed amended.
- 2.3.1.5** In the event that the list of EC Authorized Users is amended in accordance with Section 2.3.1.4 the Contractor shall assign new Authentication Factors to each new EC Authorized Users no less than two Business Days following such amendment. The Authentication Factors assigned to the former EC Authorized Users will no longer be valid and shall cease to be used by EC or the Contractor.
- 2.3.1.6** EC will notify the Contractor in writing to deactivate the Secure EC Account following the completion of VIC production for an Electoral Event.
- 2.3.1.7** Upon notification by EC to deactivate the EC Secure Account, the Contractor shall immediately dispose of all EC related Data Files as well as any physical copies of the printed VICs not intended for shipment to CPC, in such a way that re-identification is not possible after disposal and shall complete, sign and return to the Technical Authority the Certificate of Destruction.

#### **2.3.2 File Batch Transfer Procedure**

- 2.3.2.1 EC will notify the Contractor in writing two hours prior to the transfer of a File Batch.
- 2.3.2.2 EC will initiate the electronic transfer of a File Batch by secure file transfer over SFTP or FTP/S to the Secure EC Account on the Secure Server.
- 2.3.2.3 All File Batches transferred by EC to the Contractor will be encrypted with approved algorithms as per the CSEC Standard.
- 2.3.2.4 Each File Batch transferred by EC to the Contractor will include a control file identifying:
  - (a) the unique File Batch number and corresponding date of transfer from EC to the Contractor;
  - (b) the unique identification number of each ED included in the transfer; and
  - (c) the total number of VIC Variable Data Files in the transfer associated with each ED, and optionally by CPC Distribution CentreCollectively the **“Control File”**.

### 2.3.3 File Transfer Quality Assurance

- 2.3.3.1 Upon receipt of a File Batch from EC, and no later than two hours after the transfer has completed, the Contractor shall:
  - (a) verify that the VIC Variable Data Files contained in each VIC PDF Print File have been transferred completely;
  - (b) validate that each VIC PDF Print File contains the total number of VIC Variable Data Files stated in the accompanying Control File; and
  - (c) verify that each VIC Variable Data File has been transferred in a manner suitable for processing and meeting the VIC specifications as stated in Section 2.4 belowCollectively the **“Manual Error Detection Test”**.
- 2.3.3.2 No later than two hours after completing the Manual Error Detection Test, and only if the Manual Error Detection Test indicates a File Batch has been successfully transferred, the Contractor shall notify the Technical Authority in writing indicating the success return code **“File Batch received successfully”**.
- 2.3.3.3 Should the Contractor identify issues with the File Batch as a result of the Manual Error Detection Test, the Contractor shall, no later than two hours after completion of the Manual Error Detection Test, notify the Technical Authority in writing indicating the failure return code **“File Batch not received successfully”**, any available details regarding the cause of the failed File Batch transfer that the Contractor has identified.
- 2.3.3.4 Upon receipt of a failure return code in accordance with Section 2.3.3.3 the Technical Authority will immediately transfer the File Batch again in accordance with Section 2.3.2 above and the Contractor will repeat the steps noted in 2.3 above until such time that the Manual Error Detection Test conducted by the Contractor indicates a File Batch has been successfully transferred and the Contractor provides notice of such in accordance with 2.3.2.2 above.

## 2.4 VIC Specifications

### 2.4.1 VIC Printing Specifications

- 2.4.1.1 The Contractor shall print the front of each VIC at 400 dpi or higher displaying the unique front portion of the VIC Variable Data File, which includes the name and address of an Elector, and additional static text. The Contractor shall use PMS 209 for printing of the VIC Color Data File elements on the front of each VIC.
- 2.4.1.2 The number of VICs to be printed will be identified in the Task Authorization.
- 2.4.1.3 The Contractor shall print the back of each VIC at 400 dpi or higher displaying the unique back portion of the VIC Variable Data File that corresponds to the unique front portion of the VIC Variable Data File, and includes additional print text in

black related to each Elector's polling site information and returning officer's office. The Contractor shall use PMS 209 for printing of the VIC Color Data File elements on the back of each VIC.

**2.4.1.4** The Contractor shall ensure, when the VICs are printed, that the VIC Variable Data File elements and colour elements on each side of a VIC align properly and that the fronts and backs of all VICs are merged correctly

**2.4.1.5** The Contractor shall ensure each VIC is printed in bilingual, two column format. VICs intended for Electors in the Province of Quebec must include French text in the left column and English text in the right column. VICs intended for Electors elsewhere in Canada must include English text in the left column and French text in the right column.

**2.4.1.6** The Contractor shall ensure that both columns on the VICs include the PMS 209 colour bar with text in reverse (i.e. letters cut out of the colour background).

**2.4.1.7** The Contractor shall ensure that all printed elements on the VICs do not bleed.

## **2.4.2 Paper Specifications**

**2.4.2.1** The Contractor shall use paper with the following specifications for all VICs:

- (a) Offset cover, white, caliper 8.8 pt., Lynx or equivalent; or
- (b) Opaque cover, white, caliper 8.8 pt., Rolland or equivalent.

## **2.4.3 Finishing and Scaling**

**2.4.3.1** The Contractor shall ensure that all VICs are trimmed to the specified size of 22.8575 cm wide x 11.5062 cm high.

**2.4.3.2** The Contractor may scale the VICs Color Data File and the VIC Variable Data File to 97.95 percent prior to printing.

## **2.4.4 Printing Quality Levels**

**2.4.4.1** The Contractor shall adhere to the criteria for the print quality level of all VICs set-out in Appendix A-1 - Informational Quality Level Specifications.

## **2.5 VIC Production Requirements**

### **2.5.1 VIC Simulation**

**2.5.1.1** The Contractor shall produce 5000 VICs to demonstrate the VIC production process, following the process described in their Work Management Plan and the requirements referenced in this Statement of Work.

**2.5.1.2** EC shall notify the Contractor in writing (10) ten Business Days prior to the start of the VIC Production Simulation.

**2.5.1.3** Within 14 days of receiving notification from EC, the Contractor shall supply 5000 sample VICs. Unless the contingency to produce black and white VICs has been invoked, a two-step process must be used to produce the VICs, as follows:

- Production of the VIC Ready Stock in accordance with 2.5
- Printing of the VIC Variable Data onto the VIC Ready Stock in accordance with 2.5.

**2.5.1.4** The Contractor shall ship the 5000 VICs to Elections Canada.

**2.5.1.5** Should the EC representatives determine, in their sole discretion, that the copies of the printed VICs do not meet the VIC Specifications or the process is not in accordance with the Contractor's Work Management Plan, they will identify the deficiencies to the Contractor who shall take any measures necessary to address the deficiencies identified by the EC representatives.

**2.5.1.6** The Contractor shall certify that the VICs were produced using the actual production equipment proposed in the Contractor's response to this Request for

## 2.5.2 Colour Imprinting

- 2.5.2.1** EC will notify the Contractor in writing five Business Days prior to the transfer of the VIC Color Data File to the Secure EC Account on the Secure Server.
- 2.5.2.2** Upon receipt of the VIC Color Data File, and no later than 24 hours after the transfer has completed, the Contractor shall perform a verification test to determine whether the VIC Color Data File transfer has been completed successfully and in a manner suitable to meet the VIC specifications as stated **(the “Verification Test”)**.
- 2.5.2.3** No later than 24 hours after completing the Verification Test, and only if the “Verification Test” determines the VIC Color Data File has been transferred successfully, the Contractor shall notify the Technical Authority in writing indicating the success return code “VIC Color Data File received successfully”.
- 2.5.2.4** Should the Contractor identify issues with the File Batch as a result of the Verification Test in accordance with 2.5.2.2, the Contractor shall, no later than 24 hours after completion of the Verification Test, notify the Technical Authority in writing indicating the failure return code “VIC Color Data File not received successfully” along with any available details regarding the cause of the unsuccessful VIC Color Data File transfer.
- 2.5.2.5** Upon receipt of a failure return code in accordance with Section 2.5.2.4 the Technical Authority will immediately transfer the VIC Color Data File again in accordance with Sections 2.5.2.2 and 2.5.2.3 and the Contractor will repeat the steps noted in Sections 2.5.2.4 to 2.5.2.5 until such time that the Verification Test conducted by the Contractor determines the VIC Color Data File has been successfully transferred and the Contractor provides notice of such in accordance with Section 2.5.2.3

## 2.5.3 Colour Press Proofs

- 2.5.3.1** Within two Business Days of the notice by the Contractor of a successful VIC Color Data File transfer received by EC in accordance with 2.5.2.3 the Contractor shall start printing copies of the VIC Color Data File for all Initial and Revised VICs on the approved paper stock, in accordance with Section 2.5.2 above (the “VIC Ready Stock”).
- 2.5.3.2** The Contractor shall complete the printing of the VIC Ready Stock within 20 Business Days of the day upon which the Contractor has started printing the VIC Ready Stock in accordance with 2.5.3.1.
- 2.5.3.3** The Contractor shall notify the Technical Authority in writing at least one Business Day prior to commencing the VIC Ready Stock print run. The Contractor shall grant full access to EC representatives to each of its production facilities where the VIC Ready Stock print run is being conducted.
- 2.5.3.4** Once the VIC Color Data File print run has commenced, and within the first 100 copies printed, the Contractor shall pull 25 copies of the printed VIC Ready Stock from the print run for verification by the EC representatives.
- 2.5.3.5** Should the EC representatives determine, in their sole discretion, that the copies of the printed VIC Ready Stock meet the VIC Specifications; the EC representatives will so inform the Contractor who shall immediately complete the print run of the VIC Ready Stock. Upon completion of the print run of the VIC Ready Stock the Contractor must immediately repackage the VIC Ready Stock for storage.
- 2.5.3.6** Should the EC representatives determine, in their sole discretion, that the copies of the printed VIC Ready Stock do not meet the VIC Specifications, they will identify the deficiencies to the Contractor who shall immediately halt printing, take any measures necessary to address the deficiencies identified by the EC representatives, resume printing the VIC Ready Stock and pull a second set of 25 copies of the printed VIC Ready Stock from the print run for verification by the EC representatives.



**2.5.3.7** Should the EC representatives determine, in their sole discretion, that the second set of copies of the printed VIC Ready Stock do not meet the VIC Specifications, they will identify the deficiencies to the Contractor who shall immediately repeat the steps noted in 2.5.3.6 above until such time that the deficiencies identified by the EC representatives have been addressed and then complete the print run of the VIC Ready Stock.

#### **2.5.4 VIC Ready Stock Storage**

**2.5.4.1** The Contractor shall store the printed VIC Ready Stock for such length of time as necessary and in such manner suitable to ensure the VIC Ready Stock can be imprinted with the VIC Variable Data File elements in accordance with the Production Timeframe and Revision Production Timeframe.

**2.5.4.2** The Contractor shall take all measures necessary to ensure the safe storage of the VIC Ready Stock.

**2.5.4.3** Notwithstanding Article 18 of the General Conditions, in the event that the VIC Ready Stock is damaged or destroyed when it is in storage in accordance with Section 2.5.4.1 the Contractor shall:

- (a) notify EC in writing as soon as it becomes aware of, or ought to be aware of such damage or destruction; and
- (b) subject to Section 2.5.4.4 replace, at its sole costs and expense, all VIC Ready Stock within 30 Business Days from the date of the damage or destruction, or such later date as may be agreed to in writing by EC.

**2.5.4.4** Within two Business Days from receipt of the notice referred to in Section 2.5.4.3 EC may, at its sole direction, notify the Contractor in writing that the Call-up is terminated. In such an event, the termination shall not be considered a termination for default pursuant to section 18 or a termination for convenience pursuant to section 19 of the General Conditions. EC shall not be liable for any claim whatsoever from the Contractor as a result of such termination.

#### **2.5.5 Production Process for initial VICs**

**2.5.5.1** The Contractor shall, during the Production Timeframe:

- (a) process and print the individual VIC Variable Data Files contained in each PDF Print File under an ED subfolder in a File Batch onto the VIC Ready Stock in order to produce the Initial VICs;
- (b) assemble and pack the printed Initial VICs in preparation for pickup by CPC in accordance with Section 2.9.
- (c) ship all printed Initial VICs to the CPC Destination Plant starting on day 26 of the Electoral Calendar; and;
- (d) complete the shipment of printed Initial VICs to the CPC Destination Plant by day 24 of the Electoral Calendar.

#### **2.5.6 Initial VIC Press Proofs**

**2.5.6.1** Within 24 hours of the notice by the Contractor of the first successful File Batch transfer in accordance with Section 2.3 above, the Contractor shall commence the first print run of Initial VICs on the VIC Ready Stock, in accordance with Section 2.4 above

**2.5.6.2** The Contractor shall grant full access to EC representatives to each of its production facilities where the first print run of Initial VICs is being conducted.

**2.5.6.3** Once the first print run of Initial VICs has commenced, and within the first 100 copies printed, the Contractor shall pull 25 copies of the printed Initial VICs from the first print run for verification by the EC representatives. EC may request a digital copy in lieu of a site visit.

**2.5.6.4** Should the EC representatives determine, in their sole discretion, that the copies of the printed Initial VICs meet the VIC Specifications, the EC representatives will so inform the Contractor who shall continue and complete the first print run of

Initial VICs.

**2.5.6.5** Should the EC representatives determine, in their sole discretion, that the copies of the printed Initial VICs do not meet the VIC Specifications they will identify the deficiencies to the Contractor who shall immediately halt the first print run of Initial VICs, take any measures necessary to address the deficiencies identified by the EC representatives, resume the first print run of Initial VICs and pull a second set of 25 copies of the printed Initial VICs for verification by the EC representatives.

**2.5.6.6** Should the EC representatives determine, in their sole discretion, that the second set of copies of the printed Initial VICs do not meet the VIC Specifications, they will identify the deficiencies to the Contractor who shall immediately repeat the steps noted in Section 2.5.6.5 above until such time that the deficiencies identified by the EC representatives have been addressed and then complete the first print run of the Initial VICs.

## **2.5.7 Production Process for Revised VICs**

**2.5.7.1** EC may begin the transfer of File Batches to the Contractor as early as the afternoon of day 23 of the Electoral Calendar but no later than day 6 of the Electoral Calendar.

**2.5.7.2** Following the first transfer in accordance with 2.5.7.1 EC may transfer one File Batch to the Contractor during the afternoon of each day subsequent to such first transfer of the Electoral Calendar (including weekends) until the final File Batch transfer has been completed, which may be as late as day 5 of the Electoral Calendar.

**2.5.7.3** The Contractor shall process and print the individual VIC Variable Data Files contained in each PDF print file of a File Batch onto the VIC Ready Stock in order to produce the Revised VICs, in accordance with Section 2.4.4, as well as complete all requirements for packing and shipping the printed Revised VICs to the CPC Destination Plant.

**2.5.7.4** The Contractor shall complete the processing and printing, as well as complete all requirements for packing and shipping of the printed Revised VICs to the CPC Destination Plant within 24 hours of receiving a File Batch. Should EC transfer a File Batch to the Contractor on a Friday, weekend, or statutory holiday in the Province in which the Contractor's production facility is located, the Contractor shall complete the processing, printing, as well as all requirements for packing and shipping of the Revised VICs to the CPC Destination Plant by the immediate following Business Day.

## **2.5.8 Production Reporting**

**2.5.8.1** The Contractor shall provide on a daily basis, a report that describes the progress on printing, assembly, and delivery of VICs. The report will be in a format prescribed by EC and may include elements such as:

- (a) the time each File Batch was successfully received by the Contractor on that day;
  - (b) the size of each File Batch received by the Contractor on that day;
  - (c) all Control Files for each File Batch successfully received by the Contractor on that day;
  - (d) the number of total VICs in each File Batch the Contractor successfully received on that day by the individual EDs they are associated with;
  - (e) the number of VICs the Contractor successfully printed on that day by the individual ED they are associated with;
  - (f) the number of VICs the Contractor shipped to the CPC Destination Plant on that day by the individual ED they are associated with; and
  - (g) a copy of the customer copy of the Statement of Mailing for each shipment the Contractor made to the CPC Destination Plant on that day
- Collectively the **“Production Report”**.

## **2.6 Printing for a By-Election**

### **2.6.1 By-Election(s)**

**2.6.1.1** Notwithstanding Sections 2.5.2 and 2.5.3 in the event that a Task Authorization is issued for a by-election, EC shall send the Contractor the By-elections VIC PDF Print File in accordance with the process set out in Sections 2.3.2 to 2.3.3. The Contractor shall then produce the Initial VICs and the Revised VICs in accordance with the obligations set-out in Sections 2.5.5 to 2.5.8. For greater clarity, the Contractor must print all elements of the VIC at the same time using the By-election VIC PDF Print File for the Initial VICs and for the Revised VICs.

## **2.7 Contingency: Printing Black & White VICs**

### **2.7.1 Black & White VICs**

**2.7.1.1** Notwithstanding Sections 2.5.2, 2.5.3, and 2.5.4 in the event that a Task Authorization is issued to print Black & White VICs, EC shall send the Contractor the Black & White VIC PDF Print File in accordance with the process set out in Sections 2.3.2 to 2.3.3. The Contractor shall then produce the Initial VICs and the Revised VICs in accordance with the obligations set-out in Sections 2.5.5 to 2.5.8. For greater clarity, the Contractor must print all elements of the VIC at the same time using the Black & White VIC PDF Print File for the Initial VICs and for the Revised VICs. In this scenario all elements of the VIC are printed in black ink, not colour.

## **2.8 Additional Printing**

### **2.8.1 Additional VICs**

**2.8.1.1** Notwithstanding 2.5.2 and 2.5.3 above in the event that a Task Authorization is issued during the Production Timeframe or the Revision Production Timeframe for additional printing of VICs, EC shall send the Contractor the Additional VIC PDF Print File in accordance with the process set-out in Sections 2.3.2 to 2.3.3. The Contractor shall then produce the VICs in accordance with the obligations set-out in Sections 2.5.5 to 2.5.8. For greater clarity, the Contractor must print all VIC elements at the same time using the VIC Color Data File and the VIC Variable Data File.

## **2.9 Mail Preparation and Pre-sortation**

### **2.9.1 Statement of Mailing**

- 2.9.1.1** The Contractor shall be a registered user of the CPC Shipping Tool. The Contractor shall prepare, transmit electronically and submit Statements of Mailing for all shipments to the CPC Destination Plant using the CPC Shipping Tool.
- 2.9.1.2** EC shall provide in the Task Authorization its CPC customer and contract numbers to the Contractor. The Contractor shall only use such numbers for the purpose of the Work.
- 2.9.1.3** The Contractor shall print three copies of the Statement of Mailing as follows:
- (a) data entry copy;
  - (b) accepting location copy; and
  - (c) customer copy.
- 2.9.1.4** The Contractor shall print and affix the data entry and accepting location copies of the Statement of Mailing to the top of each pallet in a shipment to a CPC Destination Plant as well as electronically transmit a copy of such Statement of Mailing to CPC using the CPC Shipping Tool.

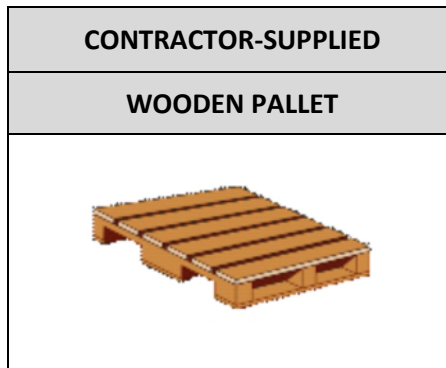
### **2.9.2 Containerization**

- 2.9.2.1** The Contractor shall pick-up sufficient supply of large CPC monotainers and a supply of CPC lettertainers from the CPC Destination Plant for the packaging and shipment of the VICs.
- 2.9.2.2** The Contractor shall place all VICs in lettertainers with their front facing the same direction and the postal indicia appearing in the upper right corner.
- 2.9.2.3** The Contractor shall ensure the lettertainer does not exceed 22.7 kg (50 lbs).
- 2.9.2.4** If a container has not been filled to capacity, the Contractor must bundle the VICs or use packing to brace the VICs securely in the container.
- 2.9.2.5** For initial VICs, the Contractor shall label all monotainers in pre-operation for CPC pickup for shipping to the CPC Destination Plant.
- 2.9.2.6** For subsequent revision VICs, the Contractor shall label all containers and will be responsible for depositing them to the closest CPC Revenue Verification Unit.
- 2.9.2.7** The Contractor shall ensure all container labels meet the following requirements:
- (a) are bilingual;
  - (b) are printed on one side only;
  - (c) fit into container label holders so that they can be easily extracted from them;
  - (d) include the following details:
    - i. the service name (“Incentive Lettermail”);
    - ii. the service option (“Short and Long (S/L) Machineable”);
    - iii. the designated CPC Destination Plant where the container will be deposited.

**2.9.3 Shipping Units (Wooden Pallets)**

**2.9.3.1** The Contractor shall supply and utilize wooden pallets (also referred to as skids with the bloc design) as shipping units for all containers, as shown below in Table 1: Shipping Unit.

**Table 1: Shipping Unit**



**2.9.3.2** All wooden pallets utilized by the Contractor as shipping units shall meet the exact specifications listed below in Table 2: Shipping Unit Specifications.

**Table 2: Shipping Unit Specifications**

TYPE OF SHIPPING UNIT	WEIGHT	HEIGHT	WIDTH	MAXIMUM HEIGHT (INCLUDING MAIL AND SHIPPING UNIT)	MAXIMUM WEIGHT (INCLUDING MAIL AND SHIPPING UNIT)
<b>Wooden Pallet</b>	9 kg (19.8 lbs)	1.22 m (48 in)	1.02 m (40 in)	1.5 m (59 in)	900 kg (1,984.2 lbs)

**2.9.3.3** The Contractor shall use shipping units to group containers intended for one Statement of Mailing or bound for the same CPC Destination Plant (e.g. all VICs to be shipped to a CPC Destination Plant on any given day of the Electoral Calendar shall arrive on one wooden pallet or a group of wooden pallets.)

**2.9.3.4** In addition to the above shipping unit specifications described in Section 2.9.3.2, the Contractor shall utilize wooden pallets as shipping units that meet the following requirements:

- (a) must be structurally sound without any critical defects (e.g. exposed nails, significant splits, missing wood, decay or damaged/jagged parts);
- (b) the top surface must be flat and stable, allowing for safe loading and unloading of containers without tipping or sliding;
- (c) must be able to withstand temperatures of -40°C to 40°C, and severe weather conditions such as rain, snow, ice and humidity;
- (d) must not have metal strapping;
- (e) must be built so their bottom deck boards do not obstruct entry by a forklift;
- (f) must be accessible by a forklift on all four sides and by a hand jack on two sides, with openings for forks of:
  - i. at least 102 mm (4") in height on the sides without bottom deck boards; and,
  - ii. at least 89 mm (3.5") in height on the sides with bottom deck boards; and
- (g) conform to:
  - i. "ASTM - D1185 - Standard Test Methods for Pallets and related Structures Employed in Materials Handling and Shipping";
  - ii. "ISO-8611 - Pallets for Materials Handling - Flat Pallets - Part 3: Maximum Working Loads"; and
  - iii. "Uniform Standard for Wood Pallets by National Wooden Pallet & Container Association (USA)".

**2.9.3.5** The Contractor shall ensure the maximum capacity of a wooden pallet does not exceed 48 containers. There is no minimum required capacity for the wooden pallets.

**2.9.3.6** The Contractor shall ensure all wooden pallets are securely fastened.

**2.9.3.7** The Contractor shall ensure that three layers of stretch-wrapping are applied around

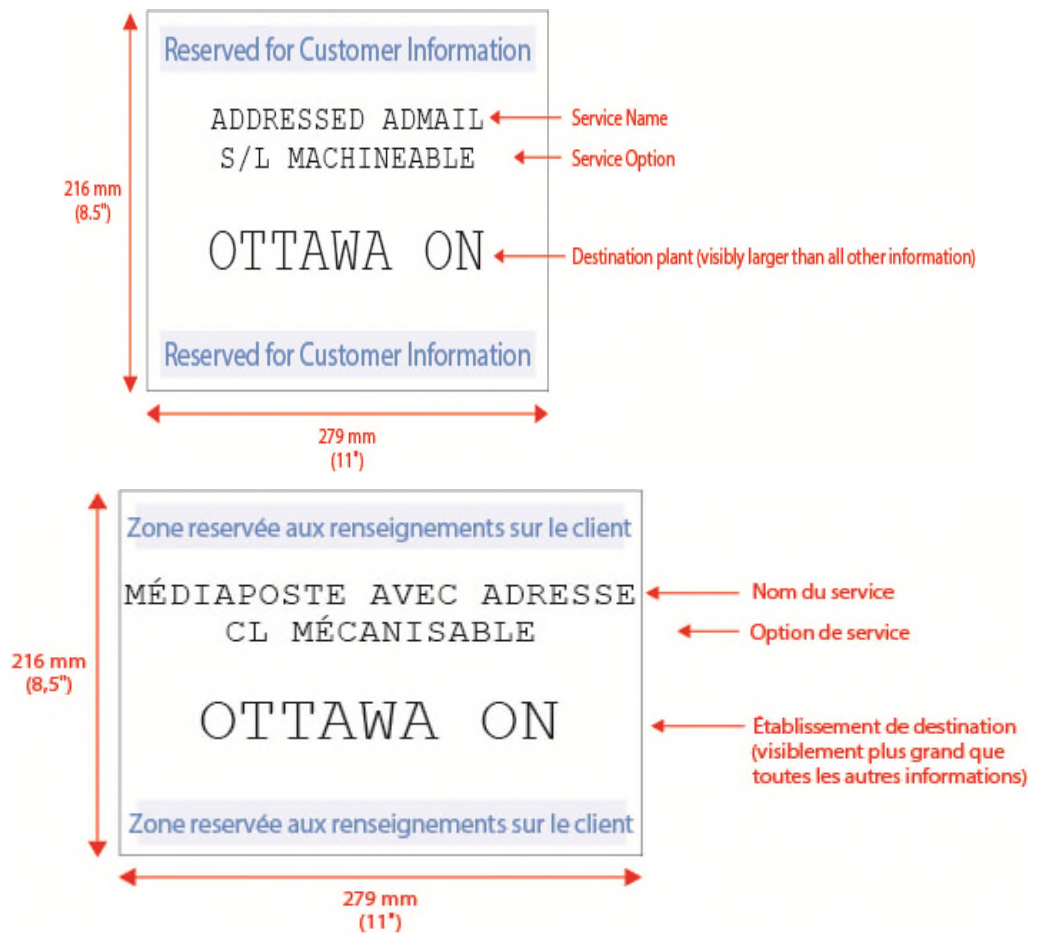
the wooden pallet and its load, or that non-metallic cross-strapping is applied.

**2.9.3.8** The Contractor shall ensure identical labels in either English or French are affixed prominently on two sides of a load on a wooden pallet prior to shipping to a CPC Destination Plant.

**2.9.3.9** The Contractor shall ensure all labels affixed prominently on two sides of a load on a wooden pallet meet the following requirements (as shown in Figure 1: Sample Shipping Unit Labels):

- (a) are white in colour;
- (b) are printed in black in a font size large enough to occupy the entire label;
- (c) measure 216 mm high by 279 mm wide (8.5 in x 11 in);
- (d) prominently display the CPC Destination Plant (which must be visibly larger than all other information);
- (e) identify the service name (“Incentive Lettermail”); and
- (f) identify the service option (“Short and Long (S/L) Machineable”).

**Figure 1:** Sample Shipping Unit Labels



## 2.10 Appendix A-1 - Informational Quality Level Specifications

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

### 2.10.1 1. Detail Requirements

Quality Parameters and Specifications	Informational
<b>Solids (Black). Density by visual filter</b>	
(a) Uncoated paper, average density must not be less than	1.0
(b) Coated paper, average density must not be less than	1.20
(c) Density range within a solid or between adjacent solids must not exceed	0.10
(d) Density variation throughout the run must not exceed	± 0.10
<b>Solids (Color) Test as directed</b>	
Run variance shall not exceed	2.5%
<b>Color Match (Single "Spot" Color) Test as directed</b>	
The total color difference (Delta E) between the specified and printed color must not exceed	4.0
<b>Ink Gloss</b>	
Minimum gloss (when specified)	75%
<b>Register</b>	
Misregister shall not exceed	.100 mm(0.004 in.)
<b>Hickies, Spots and Lint</b>	
(a) Maximum permitted count in any one area	15
(b) Maximum average count per publication	5
<b>Skewness of Image</b>	
Maximum displacement of image axis shall not exceed	1.50 mm(0.060 in.)
<b>Folding - One, two or three folds</b>	
Folds shall not be out of specified position by more than	.760 mm(±0.030in.)

<b>Folding - More than three folds.</b>	
Folds shall not be out of specified position by more than	.760 mm(±0.030 in.)
<b>Trim</b>	
All work shall be trimmed to specified size	.760 mm(± 0.030 in.)
<b>Drilling</b>	
All drilled holes shall be positioned as specified	.40 mm(± 0.015 in.)
<b>Halftone Reproduction</b>	
The tone reproduction gradient must be within the specified range of the ideal gradient Halftone Reproduction. The tone reproduction gradient must be within the specified range of the ideal gradient	± 15%
<b>Extraneous Markings (Scumming or Set-off)</b>	
Maximum acceptable background density (NB. extraneous lines, specks, scratches etc. will be assessed visually)	0.0
<b>Image Positioning</b>	
All images shall be positioned as specified	.760 mm(± 0.030 in.)
<b>THE FOLLOWING PARAMETERS CONCERN TYPE MATTER</b>	
<b>Type Print Contrast Signal (PCS), Black Type</b>	
(a) Uncoated paper, minimum acceptable PCS	0.80
(b) Coated paper, minimum acceptable PCS	0.80
(c) Maximum acceptable variation	± 0.05
<b>Stroke Width (Percentage of Original Character Size)</b>	
(a) Acceptable range of printed character size	85% to 115%
(b) Maximum variation allowed	5%
<b>Plugging</b>	
Maximum percent plugging allowable	10%
<b>Doubling and Slur</b>	
Maximum percent of doubling or slur allowable	5%
<b>Type Voids (Broken Type etc.)</b>	
(a) Maximum permitted count in any one area	5



## 2.10.2 2. General Attributes

### 2.1 Protective Varnish or Coating

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

### 2.2 Moiré

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

### 2.3 Image Graininess

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

### 2.4 Halftone Mottle

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

## 2.10.3 3. Evaluation Methods

### 3.1 Solids (Black)

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

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

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

### 3.2 Solids (Color)

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

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

### 3.3 Color Match

This test procedure is for use only with solid spot color and not for tints or process color.

Measurements are made using a CIE response, three filters, and colorimeter with a D65 illuminate. Measurements are made on samples of the printed solid and on an approved color swatch. The measured results are expressed in CIE LAB coordinates:  $L^*$ ,  $a^*$ ,  $b^*$ . The total color difference between the printed and specified color is calculated from the following formula:  $\Delta E$ , or total color difference = squareroot of  $L^2 + a^2 + b^2$  where L, a and b are the measured differences between  $L^*$ ,  $a^*$  and  $b^*$  values for the actual and specified color samples.

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

### 3.4 Ink Gloss

The 75° gloss is measured by a gloss meter in accordance with TAPPI standard procedure T4800S72.

### 3.5 Register

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

### 3.6 Hickies

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

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

\* = Hicky count per area.

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

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

### 3.7 Skew

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

### 3.8 Trim

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

### 3.9 Halftone Reproduction

(a) From a continuous-tone original

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

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

(b) From supplied halftone film

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

### 3.10 Extraneous Marks

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

### 3.11 Rub-Resistance of Printed Image

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

### 3.12 Image Positioning

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

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

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

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

### 3.14 Stroke Width

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

### 3.15 Plugging

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

### 3.16 Doubling

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

### 3.17 Voids

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

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

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

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

## Appendix A-2 - EC Authorized Users

### 2.11 Elections Canada Authorized Users

Craig Morse

VIC Project Manager

Electoral Data Services and Development

Elections Canada

Telephone: 819-939-1386

E-mail Address: Craig.Morse@elections.ca

Jeff Boswell

A/Chief – Voter Information Card Production

Field Readiness Event Management

Elections Canada

Telephone: 819-939-2266

E-mail Address: Jeff.Boswell@elections.ca

Keith Walker

Chief, Revision Systems

Field Readiness Event Management

Elections Canada

Telephone: 819-939-1390

E-mail Address: Keith.Walker@elections.ca

## 2.12 Appendix A-3 - Certificate of Destruction

TO: EC TECHNICAL AUTHORITY

FROM: [NOTE: Name of Contractor to be inserted at issuance of Proposal] ("Contractor")

I, \_\_\_\_\_  
\_\_\_\_\_

(Given name)

(Surname)

an authorized representative of the Contractor, certify that the Secure EC Account on the Secure Server has been deactivated and all originals and copies of the following Data File(s) pursuant to Task Authorization Number [Insert Call-Up number] between Elections Canada and the Contractor dated [Insert date], have been permanently deleted from the information holdings of the Contractor.

Description of information/records destroyed:

Date information/records were destroyed:

Method used to destroy the information/records:

Location where the information/records were destroyed:

Name of the individual who destroyed the information/records:

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

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

Original: Send to ELECTIONS CANADA Copy: Signatory of Certificate

## 2.13 Appendix A-4 – Sample Statement of Mailing

### Lettermail Poste-lettres

C133121570  
Location Lieu de dépôt

1

Mailed By Customer Number Expédié par N° du client:

Paid By Customer No. N° du

Method of Payment Mode de paiement  
Account / Porter au compte  
Contract No. N° de la convention

Mailed on behalf of Expédié au nom de:

CIF ACMA:

Customer Reference Référence du client:

Co-pkgd in PM pc Conditionnement commun de la Poste-publications:

DMC CVML: Address Accuracy Exactitude des adresses:

Deposit Summary / Sommaire du dépôt

Location Name / Nom du bureau:



4005 42C13 31215 701UX JU1AA 1027

/ Description du service

Pieces  
Articles

Entire Mailing / Envoi complet

TOTAL

e  
entier - Un seul

Sub-total Before Taxes Total partiel avant les taxes  
GST/TPS \$0.00 HST/TVH PST/TVP \$0.00

Total Amount Due to CPC Montant total dû à la SCP

OCR LOC %: \_\_\_\_\_ FSM MTGOP %: \_\_\_\_\_ Apply Appliquer:  Yes Oui  No Non

Accepted and verified by Initials / Employee No.  
Accepté et vérifié par Initiales / N° de l'employé:

Cheque No. N° du chèque:

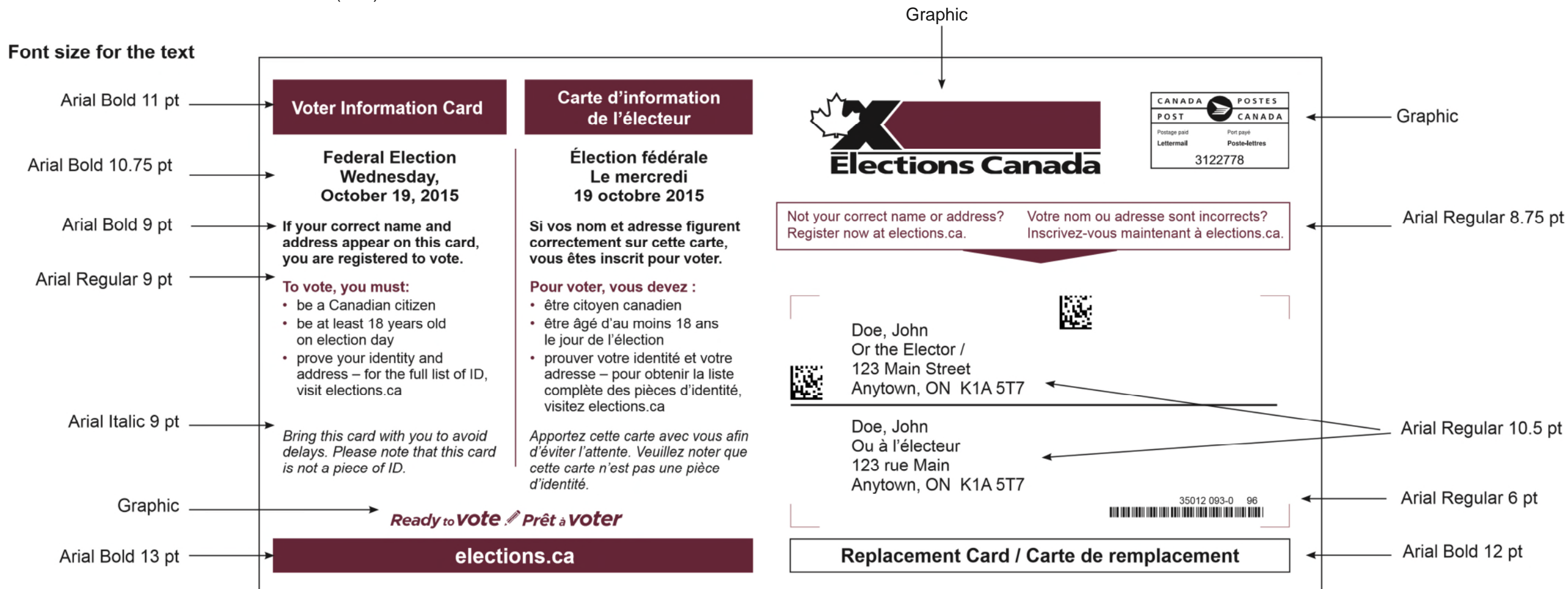
Cheque Amount Montant du chèque:

This document must accompany your mailing to the Accepting Location.  
Ce document doit accompagner votre envoi au bureau de dépôt.

v1410 0.21  
SOM / DD 1/1 Page 1 of/de 1

## 2.14 Appendix A-5 – Sample VIC

- The size of the VIC is 9.1875" x 4.625"
- The Font is Arial Regular, Bold and italic
- The Colours are: PMS 209 (Red) and Black.





Font size for the text

Arial Bold 9 pt      Arial regular 6 pt      Arial Bold 12 pt

Arial Regular 8 pt

Arial Bold 11 pt

Arial Bold 8.75 pt

Arial Italic 8.5 pt

Arial Bold 11 pt

Arial Italic 8.5 pt

Your riding:  
 Votre circonscription : **Leeds–Grenville**

**Election day**      **Jour de l'élection**

**Monday, October 19, 9:30 a.m. – 9:30 p.m.**      **Le lundi 19 octobre, 9 h 30 – 21 h 30**

**Oxford–on–Rideau Public School**      **Oxford–on–Rideau Public School**  
 50 Water Street      50, rue Water  
 Oxford Mills      Oxford Mills

**Accessibility / Accessibilité**

This site meets 15 accessibility criteria. Visit elections.ca for details.      Ce lieu répond à 15 critères d'accessibilité. Visitez elections.ca pour obtenir des détails.

**Advance voting days**      **Jours du vote par anticipation**

**October 9, 10, 11 and 12, noon – 8:00 p.m.**      **Les 9, 10, 11 et 12 octobre, midi – 20 h**  
**December 9, 10, 11 and 12, noon – 8:00 p.m.**      **Les 9, 10, 11 et 12 décembre, midi – 20 h**

**North Grenville Municipal Centre**      **North Grenville Municipal Centre**  
 285 Country      285 Country  
 44 Road      44 Road  
 Kemptville      Kemptville

**Accessibility / Accessibilité**

Wheelchair accessible. Call 1-866-241-7765 to ensure this site meets your needs.      Accessible aux fauteuils roulants. Appelez au 1-866-241-7765 pour vérifier ce lieu.

**Other ways to vote**      **Autres façons de voter**

Go to any Elections Canada office by 6:00 p.m. on Tuesday, October 13, **or** Vote by mail. Deadlines apply. Visit **elections.ca** or call us.      • Allez à n'importe quel bureau d'Élections Canada avant 18 h, le mardi 13 octobre, **ou** • Votez par la poste. Il y a des dates limites. Visitez **elections.ca** ou appelez-nous.

**Elections Canada / Élections Canada**  
 Open 7 days a week / Ouvert 7 jours sur 7

TD Canada Trust Building  
 B-133 King Street West  
 Brockville ON  
 K6V 6Z1

TD Canada Trust Building  
 B-133, rue King Ouest  
 Brockville ON  
 K6V 6Z1

Arial Bold 10 pt

Arial Regular 8.5 pt

Arial Bold 9.75 pt

Arial Bold 7.5 pt

Arial Regular 10 pt

Arial Bold 11 pt

Arial Bold 9 pt



## Voter Information Card (VIC) Printing Services

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### ANNEX B

### Pricing Table

### Annex B – Pricing Table

**Table A – Production and Mail Preparation of VICs for a General Election or Referendum**

A	B	C	D
Item	Description	SOW reference(s)	Firm Price
1.	Production of 1,000,000 VICs (VIC Ready Stock, Initial VICs, & Revision VICs)	2.5	\$_____ per general election or referendum

**Table B – Production and Mail Preparation of VICs for a By-election**

A	B	C	D
Item	Description	SOW reference(s)	Firm Price
1.	Production of 100,000 VICs - Single Pass, no VIC Ready Stock (Initial VICs and Revision VICs)	2.6	\$_____ per by-election

**Table C – Monthly Storage Costs of VIC Ready Stock**

A	B	C	D
Item	Description	SOW reference(s)	Firm Price
1.	Monthly Storage Costs of VIC Ready Stock for 1,000,000 VICs	2.5.4	\$_____ per month

**Table D – Production and Mail Preparation of Black & White VICs (Contingency)**

A	B	C	D
Item	Description	SOW reference(s)	Firm Price
1.	Production of 1,000,000 VICs – No Color, Single Pass, no VIC Ready Stock ( Initial VICs, & Revision VICs)	2.7	\$_____ per general election or referendum

**Annex**  
**Supplemental Conditions**  
***Elections Canada to Own Intellectual Property Rights***

**Article 1 Interpretation**

**Section 1.01 - Definition**

1.01.01 In the Contract, unless the context otherwise requires:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

**Article 1 Interpretation**

1.01.01 In the Contract, unless the context otherwise requires,

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

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

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

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

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

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

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

**Article 3 - Use of Personal Information**

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

**Article 4 - Collection of Personal Information**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Annex E**  
**General Conditions**  
***Services***

**Article 1 Interpretation**

**Section 1.01 Definitions**

1.01.01 In the Contract, unless the context otherwise requires:

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



authorized to act on his behalf;

“Party” means Elections Canada, the Contractor, or any other signatory to the Contract and “Parties” means all of them;

“Specifications” means the description of the essential, functional or technical requirements of the Work in the Contract, including the procedures for determining whether the requirements have been met; and

“Work” means all the activities, services, goods, equipment, matters and things required to be done, delivered or performed by the Contractor under the Contract.

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

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

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

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

### **Section 1.04 Severability**

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

### **Section 1.05 Entire Agreement**

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

## **Article 2 Conduct of the Work**

## **Section 2.01 Representation and Warranties**

- 2.01.01 The Contractor represents and warrants that:
- (a) it is competent to perform the Work;
  - (b) it has everything necessary to perform the Work, including the resources, facilities, labour, technology, equipment, and materials; and
  - (c) it has the necessary qualifications, including knowledge, skill, know-how and experience, and the ability to use them effectively to perform the Work.
- 2.01.02 The Contractor must:
- (a) perform the Work diligently and efficiently;
  - (b) except for EC Property, supply everything necessary to perform the Work;
  - (c) use, as a minimum, quality assurance procedures, inspections and controls generally used and recognized by the industry to ensure the degree of quality required by the Contract; and
  - (d) ensure that the Work is of proper quality, using appropriate material and workmanship and meets all the requirements of the Contract.
- 2.01.03 Unless the Contracting Authority orders the Contractor to suspend the Work or part of the Work pursuant to Article 17 , the Contractor must not stop or suspend the Work or part of the Work pending the settlement of any dispute between the Parties about the Contract.
- 2.01.04 The Contractor must provide all reports that are required by the Contract and any other information that Elections Canada may reasonably require from time to time.
- 2.01.05 The Contractor is fully responsible for performing the Work. Elections Canada will not be responsible for any negative consequences or extra costs if the Contractor follows any advice given by Elections Canada unless the Contracting Authority provides the advice to the Contractor in writing and includes a statement specifically relieving the Contractor of any responsibility for negative consequences or extra costs that might result from following the advice.

## **Article 3 Work**

### **Section 3.01 Specification**

- 3.01.01 All Specifications provided by Elections Canada or on behalf of Elections Canada to the Contractor in connection with the Contract belong to Elections Canada and must be used

by the Contractor only for the purpose of performing the Work.

- 3.01.02 If the Contract provides that Specifications furnished by the Contractor must be approved by Elections Canada, that approval will not relieve the Contractor of its responsibility to meet all requirements of the Contract.

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

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

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

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

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

- 3.04.01 All the Work is subject to inspection and acceptance by Elections Canada. Inspection and acceptance of the Work by Elections Canada do not relieve the Contractor of its

responsibility for defects or other failures to meet the requirements of the Contract. Elections Canada will have the right to reject any Work that is not in accordance with the requirements of the Contract and require its correction or replacement at the Contractor's expense.

- 3.04.02 The Contractor must provide representatives of Elections Canada access to all locations where any part of the Work is being performed at any time during working hours. Representatives of Elections Canada may make examinations and such tests of the Work as they may think fit. The Contractor must provide all assistance and facilities, test pieces, samples and documentation that the representatives of Elections Canada may reasonably require for the carrying out of the inspection. The Contractor must forward such test pieces and samples to such person or location as Elections Canada specifies.
- 3.04.03 The Contractor must inspect and approve any part of the Work before submitting it for acceptance or delivering it to Elections Canada. The Contractor must keep accurate and complete inspection records that must be made available to Elections Canada on request. Representatives of Elections Canada may make copies and take extracts of the records during the performance of the Contract and for up to three years after the end of the Contract.

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

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

## **Article 4 Subcontracts**

### **Section 4.01 Consent**

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

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

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

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

### **Section 5.01 No Tolerance**

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

## **Article 6 Payment**

### **Section 6.01 Invoice Submission**

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

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

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

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

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

### **Section 6.02 Payment Period**

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

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

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

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

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

6.04.01 For the purpose of this Section:

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

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

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

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

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

## **Article 7 Accounts and Audit**

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

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

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

## **Article 8 Taxes**

### **Section 8.01 Municipal Taxes**

Municipal Taxes do not apply.

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

## **Article 9 Transportation**

### **Section 9.01 Transportation Costs**

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

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

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

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

### **Article 10 Ownership**

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

### **Article 11 Elections Canada Property**

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

the Contract.

## **Article 12 Liability**

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

## **Article 13 Confidentiality**

### **Section 13.01 Confidentiality**

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

source that is known to be under an obligation to the other Party not to disclose the information; or

(c) is developed by a Party without use of the information of the other Party.

- 13.01.05 Wherever possible, the Contractor must mark or identify any proprietary information delivered to Elections Canada under the Contract as “Property of (Contractor’s name), permitted uses defined under Elections Canada Contract No. (fill in Contract Number)”. Elections Canada will not be liable for any unauthorized use or disclosure of information that could have been so marked or identified and was not.
- 13.01.06 If the Contract, the Work, or any information referred to in Subsection 13.01.01 is identified as TOP SECRET, SECRET, CONFIDENTIAL, or PROTECTED by Elections Canada, the Contractor must at all times take all measures reasonably necessary for the safeguarding of the material so identified, including those set out in the PWGSC Industrial Security Manual and its supplements and any other instructions issued by Canada.
- 13.01.07 If the Contract, the Work, or any information referred to in Subsection 13.01.01 is identified as TOP SECRET, SECRET, CONFIDENTIAL, or PROTECTED, by Elections Canada, representatives of Elections Canada are entitled to inspect the Contractor’s premises and the premises of a subcontractor at any tier for security purposes at any time during the term of the Contract. The Contractor must comply with, and ensure that any subcontractor complies with, all written instructions issued by Elections Canada dealing with the material so identified, including any requirement that employees of the Contractor or of any subcontractor execute and deliver declarations relating to reliability screenings, security clearances and other procedures.

### **Section 13.02 An Oath of Secrecy**

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

## **Article 14 Copyright**

### **Section 14.01 Copyright**

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

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

#### **Section 14.02 Use and Translation of Documentation**

The Contractor agrees that Elections Canada may translate in the other official language any documentation delivered to Elections Canada by the Contractor that does not belong to Elections Canada under Section 14.01 . The Contractor acknowledges that Elections Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Elections Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Elections Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

#### **Article 15 Intellectual Property Infringement and Royalties**

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

- (c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Elections Canada (or by someone authorized by Elections Canada); or
- (d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software:

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

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

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

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

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

## **Article 16 Excusable Delay**

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

- (a) is beyond the reasonable control of the Contractor;
- (b) could not reasonably have been foreseen;
- (c) could not reasonably have been prevented by means reasonably available to the Contractor; and
- (d) occurred without the fault or neglect of the Contractor, will be considered an “Excusable Delay” if the Contractor advises the Contracting Authority of the occurrence of the delay or of the likelihood of the delay as soon as the Contractor becomes aware of it.

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

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

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

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

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

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

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

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

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

### **Article 17 Suspension of the Work**

- 17.01.01 The Contracting Authority may at any time, by written notice, order the Contractor to suspend or stop the Work or part of the Work under the Contract for a period of up to 180 calendar days. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so. While such an order is in effect, the Contractor must not remove any part of the Work from any premises without first obtaining the written consent of the Contracting Authority. Within these 180 calendar days, the Contracting Authority must either cancel the order or terminate the Contract, in whole or in part, under Article 18 or Article 19 .
- 17.01.02 The Contracting Authority may, whether in the notice of the order or during the 180 calendar days referred to in Subsection 17.01.01, request that the Contractor provide information regarding the status of the Work or outstanding invoices. The Contractor shall respond within the timeline provided in the request.
- 17.01.03 When an order is made under Subsection 17.01.01, unless the Contracting Authority terminates the Contract by reason of default by the Contractor or the Contractor abandons the Contract, the Contractor will be entitled to be paid its additional costs incurred as a result of the suspension plus a fair and reasonable profit.
- 17.01.04 When an order made under Subsection 17.01.01 is cancelled, the Contractor must resume work in accordance with the Contract as soon as practicable. If the suspension has affected the Contractor's ability to meet any delivery date under the Contract, the date for performing the part of the Work affected by the suspension will be extended for a period equal to the period of suspension plus a period, if any, that in the opinion of the Contracting Authority, following consultation with the Contractor, is necessary for the Contractor to resume the Work. Any equitable adjustments will be made as necessary to any affected conditions of the Contract.

### **Article 18 Default by the Contractor**

- 18.01.01 If the Contractor is in default in carrying out any of its obligations under the Contract, the Contracting Authority may, by giving written notice to the Contractor, terminate for default the Contract or part of the Contract. The termination will take effect immediately or at the expiration of a cure period specified in the notice, if the Contractor has not cured the default to the satisfaction of the Contracting Authority within that cure period.
- 18.01.02 If the Contractor becomes bankrupt or insolvent, makes an assignment for the benefit of



creditors, or takes the benefit of any statute relating to bankrupt or insolvent debtors, or if a receiver is appointed under a debt instrument or a receiving order is made against the Contractor, or an order is made or a resolution passed for the winding down of the Contractor, the Contracting Authority may, to the extent permitted by the laws of Canada, by giving written notice to the Contractor, immediately terminate for default the Contract or part of the Contract.

18.01.03 If Elections Canada gives notice under Subsection 18.01.01 or 18.01.02, the Contractor will have no claim for further payment except as provided in this Article. The Contractor will be liable to Elections Canada for all losses and damages suffered by Elections Canada because of the default or occurrence upon which the notice was based, including any increase in the cost incurred by Elections Canada in procuring the Work from another source. The Contractor agrees to repay immediately to Elections Canada the portion of any advance payment that is unliquidated at the date of the termination.

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

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

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

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

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

18.01.06 If the Contract is terminated for default under Subsection 18.01.01, but it is later determined that grounds did not exist for a termination for default, the notice will be considered a notice of termination for convenience issued under Subsection 19.01.01.

### **Article 19 Termination for Convenience**

19.01.01 At any time before the completion of the Work, the Contracting Authority may, by giving notice in writing to the Contractor, terminate for convenience the Contract or part of the

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

19.01.02 If a termination notice is given pursuant to Subsection 19.01.01, the Contractor will be entitled to be paid, for costs that have been reasonably and properly incurred to perform the Contract to the extent that the Contractor has not already been paid or reimbursed by Elections Canada. The Contractor will be paid:

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

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

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

#### **Article 20 Assignment**

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

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

#### **Article 21 Right of Set-Off**

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

## **Article 22 Amendments and Waivers**

### **Section 22.01 Amendment**

- 22.01.01 To be effective, any amendment to the Contract must be done in writing by the Contracting Authority and the authorized representative of the Contractor.
- 22.01.02 While the Contractor may discuss any proposed modifications to the Work with other representatives of Elections Canada, Elections Canada will not be responsible for the cost of any modification unless it has been incorporated into the Contract in accordance with Subsection 22.01.01.

### **Section 22.02 Waiver**

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

## **Article 23 Codes**

### **Section 23.01 Conflict of Interest and Values and Ethics Codes for the Public Sector**

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

### **Section 23.02 Code of Conduct for Procurement**

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

## **Article 24 No Bribe or Conflict**

### **Section 24.01 No Bribe**

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

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

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

#### **Article 25 Contingency Fees**

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

#### **Article 26 International Sanctions**

- 26.01.01 Persons in Canada, and Canadians outside of Canada, are bound by economic sanctions imposed by Canada. As a result, Elections Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to economic sanctions.
- 26.01.02 The Contractor must not supply to Elections Canada any goods or services which are subject to economic sanctions.
- 26.01.03 The Contractor must comply with changes to the regulations imposed during the period of the Contract. The Contractor must immediately advise Elections Canada if it is unable to perform the Work as a result of the imposition of economic sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services. If the Parties cannot agree on a work around plan, the Contract will be terminated for the convenience of Elections Canada in accordance with Article 19 .

#### **Article 27 Notice**

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

#### **Article 28 Survival**

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

#### **Article 29 Governing Law**

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

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

#### **Article 30 Successor and Assigns**

The Contract is binding upon and enures to the benefit of Elections Canada and its successors and

assigns and the Contractor and its successors and permitted assigns.



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

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

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

1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine	2. Branch or Directorate / Direction générale ou Direction	
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées? <input 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 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 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 type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui		
6. c) Is this a commercial courier or delivery requirement with <b>no</b> overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale <b>sans</b> entreposage de nuit? <input 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 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 type="checkbox"/>	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à : <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays :	Restricted to: / Limité à : <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays :	Restricted to: / Limité à : <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays :
7. c) Level of information / Niveau d'information		
PROTECTED A PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>
PROTECTED B PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>
SECRET SECRET <input type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET SECRET <input type="checkbox"/>
TOP SECRET TRÈS SECRET <input type="checkbox"/>		TOP SECRET TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>

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

**PART A (continued) / PARTIE A (suite)**

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
 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 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 EMBLEMES			

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

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

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

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

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

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

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

**PRODUCTION**

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

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

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

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





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

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

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

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

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

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

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

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  No /  Yes  
 La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?  Non /  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?  No /  Yes  
 La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?  Non /  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
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
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
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 type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
16. Procurement Officer / Agent d'approvisionnement			
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
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

Security Classification / Classification de sécurité
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## Instructions for completion of a Security Requirements Check List (SRCL)

The instruction sheet should remain attached until Block #17 has been completed.

### GENERAL - PROCESSING THIS FORM

The project authority shall arrange to complete this form.

The organization security officer shall review and approve the security requirements identified in the form, in cooperation with the project authority.

The contracting security authority is the organization responsible for ensuring that the suppliers are compliant with the security requirements identified in the SRCL.

**All requisitions and subsequent tender / contractual documents including subcontracts that contain PROTECTED and/or CLASSIFIED requirements must be accompanied by a completed SRCL.**

It is important to identify the level of PROTECTED information or assets as Level "A," "B" or "C," when applicable; however, certain types of information may only be identified as "PROTECTED". No information pertaining to a PROTECTED and/or CLASSIFIED government contract may be released by suppliers, without prior written approval of the individual identified in Block 17 of this form.

The classification assigned to a particular stage in the contractual process does not mean that everything applicable to that stage is to be given the same classification. Every item shall be PROTECTED and/or CLASSIFIED according to its own content. If a supplier is in doubt as to the actual level to be assigned, they should consult with the individual identified in Block 17 of this form.

### PART A - CONTRACT INFORMATION

#### Contract Number (top of the form)

This number must be the same as that found on the requisition and should be the one used when issuing an RFP or contract. This is a unique number (i.e. no two requirements will have the same number). A new SRCL must be used for each new requirement or requisition (e.g. new contract number, new SRCL, new signatures).

**1. Originating Government Department or Organization**

Enter the department or client organization name or the prime contractor name for which the work is being performed.

**2. Directorate / Branch**

This block is used to further identify the area within the department or organization for which the work will be conducted.

**3. a) Subcontract Number**

If applicable, this number corresponds to the number generated by the Prime Contractor to manage the work with its subcontractor.

**b) Name and Address of Subcontractor**

Indicate the full name and address of the Subcontractor if applicable.

**4. Brief Description of Work**

Provide a brief explanation of the nature of the requirement or work to be performed.

**5. a) Will the supplier require access to Controlled Goods?**

*The Defence Production Act (DPA) defines "Controlled Goods" as certain goods listed in the Export Control List, a regulation made pursuant to the *Export and Import Permits Act* (EIPA). Suppliers who examine, possess, or transfer Controlled Goods within Canada must register in the Controlled Goods Directorate or be exempt from registration. More information may be found at [www.cgd.gc.ca](http://www.cgd.gc.ca).*

**b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations?**

The prime contractor and any subcontractors must be certified under the U.S./Canada Joint Certification Program if the work involves access to unclassified military data subject to the provisions of the Technical Data Control Regulations. More information may be found at [www.dlis.dla.mil/jcp](http://www.dlis.dla.mil/jcp).

**6. Indicate the type of access required**

Identify the nature of the work to be performed for this requirement. The user is to select one of the following types:

**a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets?**

The supplier would select this option if they require access to PROTECTED and/or CLASSIFIED information or assets to perform the duties of the requirement.

**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.**

The supplier would select this option if they require regular access to government premises or a secure work site only. The supplier will not have access to PROTECTED and/or CLASSIFIED information or assets under this option.

**c) Is this a commercial courier or delivery requirement with no overnight storage?**

The supplier would select this option if there is a commercial courier or delivery requirement. The supplier will not be allowed to keep a package overnight. The package must be returned if it cannot be delivered.

**7. Type of information / Release restrictions / Level of information**

Identify the type(s) of information that the supplier may require access to, list any possible release restrictions, and if applicable, provide the level(s) of the information. The user can make multiple selections based on the nature of the work to be performed.

Departments must process SRCLs through PWGSC where:

- contracts that afford access to PROTECTED and/or CLASSIFIED foreign government information and assets;
- contracts that afford foreign contractors access to PROTECTED and/or CLASSIFIED Canadian government information and assets; or
- contracts that afford foreign or Canadian contractors access to PROTECTED and/or CLASSIFIED information and assets as defined in the documents entitled Identifying INFOSEC and INFOSEC Release.

**a) Indicate the type of information that the supplier will be required to access**

**Canadian government information and/or assets**

If Canadian information and/or assets are identified, the supplier will have access to PROTECTED and/or CLASSIFIED information and/or assets that are owned by the Canadian government.

**NATO information and/or assets**

If NATO information and/or assets are identified, this indicates that as part of this requirement, the supplier will have access to PROTECTED and/or CLASSIFIED information and/or assets that are owned by NATO governments. NATO information and/or assets are developed and/or owned by NATO countries and are not to be divulged to any country that is not a NATO member nation. Persons dealing with NATO information and/or assets must hold a NATO security clearance and have the required need-to-know.

Requirements involving CLASSIFIED NATO information must be awarded by PWGSC. PWGSC / CIISD is the Designated Security Authority for industrial security matters in Canada.

**Foreign government information and/or assets**

If foreign information and/or assets are identified, this requirement will allow access to information and/or assets owned by a country other than Canada.

**b) Release restrictions**

If **Not Releasable** is selected, this indicates that the information and/or assets are for **Canadian Eyes Only (CEO)**. Only Canadian suppliers based in Canada can bid on this type of requirement. NOTE: If Canadian information and/or assets coexists with CEO information and/or assets, the CEO information and/or assets must be stamped **Canadian Eyes Only (CEO)**.

If **No Release Restrictions** is selected, this indicates that access to the information and/or assets are not subject to any restrictions.

If **ALL NATO countries** is selected, bidders for this requirement must be from NATO member countries only.

**NOTE: There may be multiple release restrictions associated with a requirement depending on the nature of the work to be performed. In these instances, a security guide should be added to the SRCL clarifying these restrictions. The security guide is normally generated by the organization's project authority and/or security authority.**

**c) Level of information**

Using the following chart, indicate the appropriate level of access to information/assets the supplier must have to perform the duties of the requirement.

PROTECTED	CLASSIFIED	NATO
PROTECTED A	CONFIDENTIAL	NATO UNCLASSIFIED
PROTECTED B	SECRET	NATO RESTRICTED
PROTECTED C	TOP SECRET	NATO CONFIDENTIAL
	TOP SECRET (SIGINT)	NATO SECRET
		COSMIC TOP SECRET

**8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?**

If Yes, the supplier personnel requiring access to COMSEC information or assets must receive a COMSEC briefing. The briefing will be given to the "holder" of the COMSEC information or assets. In the case of a "personnel assigned" type of contract, the customer department will give the briefing. When the supplier is required to receive and store COMSEC information or assets on the supplier's premises, the supplier's COMSEC Custodian will give the COMSEC briefings to the employees requiring access to COMSEC information or assets. If Yes, the Level of sensitivity must be indicated.

**9. Will the supplier require access to extremely sensitive INFOSEC information or assets?**

If Yes, the supplier must provide the Short Title of the material and the Document Number. Access to extremely sensitive INFOSEC information or assets will require that the supplier undergo a Foreign Ownership Control or Influence (FOCI) evaluation by CIISD.

**PART B - PERSONNEL (SUPPLIER)**

**10. a) Personnel security screening level required**

Identify the screening level required for access to the information/assets or client facility. More than one level may be identified depending on the nature of the work. Please note that Site Access screenings are granted for access to specific sites under prior arrangement with the Treasury Board of Canada Secretariat. A Site Access screening only applies to individuals, and it is not linked to any other screening level that may be granted to individuals or organizations.

RELIABILITY STATUS	CONFIDENTIAL	SECRET
TOP SECRET	TOP SECRET (SIGINT)	NATO CONFIDENTIAL
NATO SECRET	COSMIC TOP SECRET	SITE ACCESS

If multiple levels of screening are identified, a Security Classification Guide must be provided.

**b) May unscreened personnel be used for portions of the work?**

Indicating Yes means that portions of the work are not PROTECTED and/or CLASSIFIED and may be performed outside a secure environment by unscreened personnel. The following question must be answered if unscreened personnel will be used:

**Will unscreened personnel be escorted?**

If No, unscreened personnel may not be allowed access to sensitive work sites and must not have access to PROTECTED and/or CLASSIFIED information and/or assets.

If Yes, unscreened personnel must be escorted by an individual who is cleared to the required level of security in order to ensure there will be no access to PROTECTED and/or CLASSIFIED information and/or assets at the work site.

**PART C - SAFEGUARDS (SUPPLIER)**

**11. INFORMATION / ASSETS**

**a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information and/or assets on its site or premises?**

If Yes, specify the security level of the documents and/or equipment that the supplier will be required to safeguard at their own site or premises using the summary chart.

**b) Will the supplier be required to safeguard COMSEC information or assets?**

If Yes, specify the security level of COMSEC information or assets that the supplier will be required to safeguard at their own site or premises using the summary chart.

**PRODUCTION**

**c) Will the production (manufacture, repair and/or modification) of PROTECTED and/or CLASSIFIED material and/or equipment occur at the supplier's site or premises?**

Using the summary chart, specify the security level of material and/or equipment that the supplier manufactured, repaired and/or modified and will be required to safeguard at their own site or premises.

**INFORMATION TECHNOLOGY (IT)**

**d) Will the supplier be required to use its IT systems to electronically process and/or produce or store PROTECTED and/or CLASSIFIED information and/or data?**

If Yes, specify the security level in the summary chart. This block details the information and/or data that will be electronically processed or produced and stored on a computer system. The client department and/or organization will be required to specify the IT security requirements for this procurement in a separate technical document. The supplier must also direct their attention to the following document: Treasury Board of Canada Secretariat - Operational Security Standard: Management of Information Technology Security (MITS).

**e) Will there be an electronic link between the supplier’s IT systems and the government department or agency?**

If Yes, the supplier must have their IT system(s) approved. The Client Department must also provide the Connectivity Criteria detailing the conditions and the level of access for the electronic link (usually not higher than PROTECTED B level).

**SUMMARY CHART**

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.

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

PROTECTED	CLASSIFIED	NATO	COMSEC
PROTECTED A	CONFIDENTIAL	NATO RESTRICTED	PROTECTED A
PROTECTED B	SECRET	NATO CONFIDENTIAL	PROTECTED B
PROTECTED C	TOP SECRET	NATO SECRET	PROTECTED C
	TOP SECRET (SIGINT)	COSMIC TOP SECRET	CONFIDENTIAL
			SECRET
			TOP SECRET

**12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?**

If Yes, classify this form by annotating the top and bottom in the area entitled “Security Classification”.

**b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?**

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).

**PART D - AUTHORIZATION**

**13. Organization Project Authority**

This block is to be completed and signed by the appropriate project authority within the client department or organization (e.g. the person responsible for this project or the person who has knowledge of the requirement at the client department or organization). This person may on occasion be contacted to clarify information on the form.

**14. Organization Security Authority**

This block is to be signed by the Departmental Security Officer (DSO) (or delegate) of the department identified in Block 1, or the security official of the prime contractor.

**15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached?**

A Security Guide or Security Classification Guide is used in conjunction with the SRCL to identify additional security requirements which do not appear in the SRCL, and/or to offer clarification to specific areas of the SRCL.

**16. Procurement Officer**

This block is to be signed by the procurement officer acting as the contract or subcontract manager.

**17. Contracting Security Authority**

This block is to be signed by the Contract Security Official. Where PWGSC is the Contract Security Authority, Canadian and International Industrial Security Directorate (CIISD) will complete this block.

## Instructions pour établir la Liste de vérification des exigences relatives à la sécurité (LVERS)

La feuille d'instructions devrait rester jointe au formulaire jusqu'à ce que la case 17 ait été remplie.

### GÉNÉRALITÉS - TRAITEMENT DU PRÉSENT FORMULAIRE

Le responsable du projet doit faire remplir ce formulaire.

L'agent de sécurité de l'organisation doit revoir et approuver les exigences de sécurité qui figurent dans le formulaire, en collaboration avec le responsable du projet.

Le responsable de la sécurité des marchés est le responsable chargé de voir à ce que les fournisseurs se conforment aux exigences de sécurité mentionnées dans la LVERS.

**Toutes les demandes d'achat ainsi que tous les appels d'offres et les documents contractuels subséquents, y compris les contrats de sous-traitance, qui comprennent des exigences relatives à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS doivent être accompagnés d'une LVERS dûment remplie.**

Il importe d'indiquer si les renseignements ou les biens PROTÉGÉS sont de niveau A, B ou C, le cas échéant; cependant, certains types de renseignements peuvent être indiqués par la mention « PROTÉGÉ » seulement. Aucun renseignement relatif à un contrat gouvernemental PROTÉGÉ ou CLASSIFIÉ ne peut être divulgué par les fournisseurs sans l'approbation écrite préalable de la personne dont le nom figure à la case 17 de ce formulaire.

La classification assignée à un stade particulier du processus contractuel ne signifie pas que tout ce qui se rapporte à ce stade doit recevoir la même classification. Chaque article doit être PROTÉGÉ et/ou CLASSIFIÉ selon sa propre nature. Si un fournisseur ne sait pas quel niveau de classification assigner, il doit consulter la personne dont le nom figure à la case 17 de ce formulaire.

### PARTIE A - INFORMATION CONTRACTUELLE

#### Numéro du contrat (au haut du formulaire)

Ce numéro doit être le même que celui utilisé sur la demande d'achat et services et devrait être celui utilisé dans la DDP ou dans le contrat. Il s'agit d'un numéro unique (c.-à-d. que le même numéro ne sera pas attribué à deux besoins distincts). Une nouvelle LVERS doit être utilisée pour chaque nouveau besoin ou demande (p. ex. un nouveau numéro de contrat, une nouvelle LVERS, de nouvelles signatures).

#### 1. Ministère ou organisme gouvernemental d'origine

Inscrire le nom du ministère ou de l'organisme client ou le nom de l'entrepreneur principal pour qui les travaux sont effectués.

#### 2. Direction générale ou Direction

Cette case peut servir à fournir plus de détails quant à la section du ministère ou de l'organisme pour qui les travaux sont effectués.

#### 3. a) Numéro du contrat de sous-traitance

S'il y a lieu, ce numéro correspond au numéro généré par l'entrepreneur principal pour gérer le travail avec son sous-traitant.

#### b) Nom et adresse du sous-traitant

Indiquer le nom et l'adresse au complet du sous-traitant, s'il y a lieu.

#### 4. Brève description du travail

Donner un bref aperçu du besoin ou du travail à exécuter.

#### 5. a) Le fournisseur aura-t-il accès à des marchandises contrôlées?

La *Loi sur la production de défense* (LPD) définit « marchandises contrôlées » comme désignant certains biens énumérés dans la Liste des marchandises d'exportation contrôlée, un règlement établi en vertu de la *Loi sur les licences d'exportation et d'importation* (LLEI). Les fournisseurs qui examinent, possèdent ou transfèrent des marchandises contrôlées à l'intérieur du Canada doivent s'inscrire à la Direction des marchandises contrôlées ou être exemptés de l'inscription. On trouvera plus d'information à l'adresse [www.cgp.gc.ca](http://www.cgp.gc.ca).

#### b) 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?

L'entrepreneur et tout sous-traitant doivent être accrédités en vertu du Programme mixte d'agrément Etats-Unis / Canada si le travail comporte l'accès à des données militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques. On trouvera plus d'information à l'adresse [www.dlis.dla.mil/jcp/](http://www.dlis.dla.mil/jcp/).



## 6. Indiquer le type d'accès requis

Indiquer la nature du travail à exécuter pour répondre à ce besoin. L'utilisateur doit choisir un des types suivants :

### a) Le fournisseur et ses employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS?

Le fournisseur choisit cette option s'il doit avoir accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS pour accomplir le travail requis.

### b) 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.

Le fournisseur choisit cette option seulement s'il doit avoir accès régulièrement aux locaux du gouvernement ou à un lieu de travail protégé. Le fournisseur n'aura pas accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS en vertu de cette option.

### c) S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?

Le fournisseur choisit cette option s'il y a nécessité de recourir à un service de messagerie ou de livraison commerciale. Le fournisseur ne sera pas autorisé à garder un colis pendant la nuit. Le colis doit être retourné s'il ne peut pas être livré.

## 7. Type d'information / Restrictions relatives à la diffusion / Niveau d'information

Indiquer le ou les types d'information auxquels le fournisseur peut devoir avoir accès, énumérer toutes les restrictions possibles relatives à la diffusion, et, s'il y a lieu, indiquer le ou les niveaux d'information. L'utilisateur peut faire plusieurs choix selon la nature du travail à exécuter.

Les ministères doivent soumettre la LVERS à TPSGC lorsque:

- les marchés prévoient l'accès aux renseignements et aux biens de nature PROTÉGÉS et/ou CLASSIFIÉS étrangers ;
- les marchés prévoient aux entrepreneurs étrangers l'accès aux renseignements et aux biens de nature PROTÉGÉS et/ou CLASSIFIÉS canadiens; ou
- les marchés prévoient aux entrepreneurs étrangers ou canadiens l'accès aux renseignements et aux biens de nature PROTÉGÉS et/ou CLASSIFIÉS tels que définis dans les documents intitulés Moyens INFOSEC détermination et Divulgateion de INFOSEC.

### a) Indiquer le type d'information auquel le fournisseur devra avoir accès

#### Renseignements et/ou biens du gouvernement canadien

Si des renseignements et/ou des biens canadiens sont indiqués, le fournisseur aura accès à des renseignements et/ou à des biens PROTÉGÉS et/ou CLASSIFIÉS appartenant au gouvernement canadien.

#### Renseignements et/ou biens de l'OTAN

Si des renseignements et/ou des biens de l'OTAN sont indiqués, cela signifie que, dans le cadre de ce besoin, le fournisseur aura accès à des renseignements et/ou à des biens PROTÉGÉS et/ou CLASSIFIÉS appartenant à des gouvernements membres de l'OTAN. Les renseignements et/ou les biens de l'OTAN sont élaborés par des pays de l'OTAN ou leur appartiennent et ne doivent être divulgués à aucun pays qui n'est pas un pays membre de l'OTAN. Les personnes qui manient des renseignements et/ou des biens de l'OTAN doivent détenir une autorisation de sécurité de l'OTAN et avoir besoin de savoir.

Les contrats comportant des renseignements CLASSIFIÉS de l'OTAN doivent être attribués par TPSGC. La DSICI de TPSGC est le responsable de la sécurité désigné relativement aux questions de sécurité industrielle au Canada.

#### Renseignements et/ou biens de gouvernements étrangers

Si des renseignements et/ou des biens de gouvernements étrangers sont indiqués, ce besoin permettra l'accès à des renseignements et/ou à des biens appartenant à un pays autre que le Canada.

### b) Restrictions relatives à la diffusion

Si **À ne pas diffuser** est choisi, cela indique que les renseignements et/ou les biens sont **réservés aux Canadiens**. Seuls des fournisseurs canadiens installés au Canada peuvent soumissionner ce genre de besoin. NOTA : Si des renseignements et/ou des biens du gouvernement canadien coexistent avec des renseignements et/ou des biens réservés aux Canadiens, ceux-ci doivent porter la mention **Réservé aux Canadiens**.

Si **Aucune restriction relative à la diffusion** est choisi, cela indique que l'accès aux renseignements et/ou aux biens n'est assujéti à aucune restriction.

Si **Tous les pays de l'OTAN** est choisi, les soumissionnaires doivent appartenir à un pays membre de l'OTAN.

**NOTA : Il peut y avoir plus d'une restriction s'appliquant à une demande, selon la nature des travaux à exécuter. Pour ce genre de contrat, un guide de sécurité doit être joint à la LVERS afin de clarifier les restrictions. Ce guide est généralement préparé par le chargé de projet et/ou le responsable de la sécurité de l'organisme.**

**c) Niveau d'information**

À l'aide du tableau ci-dessous, indiquer le niveau approprié d'accès aux renseignements et/ou aux biens que le fournisseur doit avoir pour accomplir les travaux requis.

PROTÉGÉ	CLASSIFIÉ	NATO
PROTÉGÉ A	CONFIDENTIEL	NATO NON CLASSIFIÉ
PROTÉGÉ B	SECRET	NATO DIFFUSION RESTREINTE
PROTÉGÉ C	TRÈS SECRET	NATO CONFIDENTIEL
	TRÈS SECRET (SIGINT)	NATO SECRET
		COSMIC TRÈS SECRET

**8. Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?**

Si la réponse est Oui, les membres du personnel du fournisseur qui doivent avoir accès à des renseignements ou à des biens COMSEC doivent participer à une séance d'information COMSEC. Cette séance sera donnée au « détenteur autorisé » des renseignements ou des biens COMSEC. Dans le cas des contrats du type « personnel affecté », cette séance sera donnée par le ministère client. Lorsque le fournisseur doit recevoir et conserver, dans ses locaux, des renseignements ou des biens COMSEC, le responsable de la garde des renseignements ou des biens COMSEC de l'entreprise donnera la séance d'information COMSEC aux membres du personnel qui doivent avoir accès à des renseignements ou à des biens COMSEC.

**9. Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?**

Si la réponse est Oui, le fournisseur doit indiquer le titre abrégé du document, le numéro du document et le niveau de sensibilité. L'accès à des renseignements ou à des biens extrêmement délicats INFOSEC exigera que le fournisseur fasse l'objet d'une vérification Participation, contrôle et influence étrangers (PCIE) effectuée par la DSICI.

**PARTIE B - PERSONNEL (FOURNISSEUR)**

**10. a) Niveau de contrôle de la sécurité du personnel requis**

Indiquer le niveau d'autorisation de sécurité que le personnel doit détenir pour avoir accès aux renseignements, aux biens ou au site du client. Selon la nature du travail, il peut y avoir plus d'un niveau de sécurité. Veuillez noter que des cotes de sécurité sont accordées pour l'accès à des sites particuliers, selon des dispositions antérieures prises auprès du Secrétariat du Conseil du Trésor du Canada. La cote de sécurité donnant accès à un site s'applique uniquement aux personnes et n'est liée à aucune autre autorisation de sécurité accordée à des personnes ou à des organismes.

COTE DE FIABILITÉ	CONFIDENTIEL	SECRET
TRÈS SECRET	TRÈS SECRET (SIGINT)	NATO CONFIDENTIEL
NATO SECRET	COSMIC TRÈS SECRET	ACCÈS AUX EMPLACEMENTS

Si plusieurs niveaux d'autorisation de sécurité sont indiqués, un guide de classification de sécurité doit être fourni.

**b) Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?**

Si la réponse est Oui, cela veut dire que certaines tâches ne sont pas PROTÉGÉES et/ou CLASSIFIÉES et peuvent être exécutées à l'extérieur d'un environnement sécurisé par du personnel n'ayant pas d'autorisation de sécurité. Il faut répondre à la question suivante si l'on a recours à du personnel n'ayant pas d'autorisation de sécurité :

**Le personnel n'ayant pas d'autorisation de sécurité sera-t-il escorté?**

Si la réponse est Non, le personnel n'ayant pas d'autorisation de sécurité ne pourra pas avoir accès à des lieux de travail dont l'accès est réglementé ni à des renseignements et/ou à des biens PROTÉGÉS et/ou CLASSIFIÉS.

Si la réponse est Oui, le personnel n'ayant pas d'autorisation de sécurité devra être escorté par une personne détenant la cote de sécurité requise, pour faire en sorte que le personnel en question n'ait pas accès à des renseignements et/ou à des biens PROTÉGÉS et/ou CLASSIFIÉS sur les lieux de travail.

**PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)**

**11. RENSEIGNEMENTS / BIENS :**

**a) Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?**

Si la réponse est Oui, préciser, à l'aide du tableau récapitulatif, le niveau de sécurité des documents ou de l'équipement que le fournisseur devra protéger dans ses installations.

**b) Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?**

Si la réponse est Oui, préciser, à l'aide du tableau récapitulatif, le niveau de sécurité des renseignements ou des biens COMSEC que le fournisseur devra protéger dans ses installations.

**PRODUCTION**

**c) Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?**

Préciser, à l'aide du tableau récapitulatif, le niveau de sécurité du matériel que le fournisseur fabriquera, réparera et/ou modifiera et devra protéger dans ses installations.

**TECHNOLOGIE DE L'INFORMATION (TI)**

**d) 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?**

Si la réponse est Oui, préciser le niveau de sécurité à l'aide du tableau récapitulatif. Cette case porte sur les renseignements qui seront traités ou produits électroniquement et stockés dans un système informatique. Le ministère/organisme client devra préciser les exigences en matière de sécurité de la TI relativement à cet achat dans un document technique distinct. Le fournisseur devra également consulter le document suivant : Secrétariat du Conseil du Trésor du Canada – Norme opérationnelle de sécurité : Gestion de la sécurité des technologies de l'information (GSTI).

**e) Y aura-t-il un lien électronique entre les systèmes informatiques du fournisseur et celui du ministère ou de l'agence gouvernementale?**

Si la réponse est Oui, le fournisseur doit faire approuver ses systèmes informatiques. Le ministère client doit aussi fournir les critères de connectivité qui décrivent en détail les conditions et le niveau de sécurité relativement au lien électronique (habituellement pas plus haut que le niveau PROTÉGÉ B).

**TABLEAU RÉCAPITULATIF**

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.

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.

PROTÉGÉ	CLASSIFIÉ	NATO	COMSEC
PROTÉGÉ A	CONFIDENTIEL	NATO DIFFUSION RESTREINTE	PROTÉGÉ A
PROTÉGÉ B	SECRET	NATO CONFIDENTIEL	PROTÉGÉ B
PROTÉGÉ C	TRÈS SECRET	NATO SECRET	PROTÉGÉ C
	TRÈS SECRET (SIGINT)	COSMIC TRÈS SECRET	CONFIDENTIEL
			SECRET
			TRÈS SECRET

**12. a) La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?**

Si la réponse est Oui, classifier le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de

sécurité » au haut et au bas du formulaire.

**b) La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?**

Si la réponse est Oui, classifier le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

**PARTIE D - AUTORISATION**

**13. Chargé de projet de l'organisme**

Cette case doit être remplie et signée par le chargé de projet pertinent (c.-à-d. la personne qui est responsable de ce projet ou qui connaît le besoin au ministère ou à l'organisme client. On peut, à l'occasion, communiquer avec cette personne pour clarifier des renseignements figurant sur le formulaire.

**14. Responsable de la sécurité de l'organisme**

Cette case doit être signée par l'agent de la sécurité du ministère (ASM) du ministère indiqué à la case 1 ou par son remplaçant ou par le responsable de la sécurité du fournisseur.

**15. Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?**

Un Guide de sécurité ou un Guide de classification de sécurité sont utilisés de concert avec la LVERS pour faire part d'exigences supplémentaires en matière de sécurité qui n'apparaissent pas dans la LVERS et/ou pour éclaircir certaines parties de la LVERS.

**16. Agent d'approvisionnement**

Cette case doit être signée par l'agent des achats qui fait fonction de gestionnaire du contrat ou du contrat de sous-traitance.

**17. Autorité contractante en matière de sécurité**

Cette case doit être signée par l'agent de la sécurité du marché. Lorsque TPSGC est le responsable de la sécurité du marché, la Direction de la sécurité industrielle canadienne et internationale (DSICI) doit remplir cette case.

## **Annex H – Commercial General Liability Insurance**

- 1.01.01 The Contractor must obtain “Commercial General Liability Insurance”, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
- 1.01.02 The Commercial General Liability policy must include the following:
- (a) Additional Insured: the Chief Electoral Officer of Canada (the “CEO”) is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of the CEO should read as follows: the Chief Electoral Officer of Canada acting through and represented by the Office of the Chief Electoral Officer of Canada.
  - (b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - (c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - (d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - (e) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - (f) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - (g) Employees and, if applicable, Volunteers must be included as Additional Insured.
  - (h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program).
  - (i) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
  - (j) Notice of Cancellation: The insurer will endeavour to provide the Contracting Authority 30 days written notice of policy cancellation.

- (k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- (l) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- (m) Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- (n) All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.
- (o) Litigation Rights: If a suit is instituted for or against Elections Canada which the insurer would, but for this subsection, have the right to pursue or defend on behalf of Elections Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the contracting authority to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

Elections Canada reserves the right to co-defend any action brought against it. All expenses incurred by Elections Canada to co-defend such actions will be at Canada's expense. If Elections Canada decides to co-defend any action brought against it, and Elections Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Elections Canada, then Elections Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Elections Canada.