



COMMISSAIRE AUX ÉLECTIONS FÉDÉRALES
COMMISSIONER OF CANADA ELECTIONS

REQUEST FOR STANDING OFFER

Commissioner of Canada Elections

30 Victoria Street
Gatineau, Quebec K1A 0M6

Commissioner of Canada Elections File No.	
ECTD-RFSO-2021-0342	
TITLE:	ISSUE DATE:
Investigative Services	February 18, 2022

CLOSING DATE:	ADDRESS QUESTIONS TO:
March 11, 2022 at 2:00PM (Gatineau time)	Tiffany Denny (873) 416-1259 proposition-proposal@elections.ca

SUBMIT OFFERS TO COMMISSIONER OF CANADA ELECTIONS: c/o ELECTIONS CANADA PROPOSAL RECEIVING UNIT	
<p>Option 1: epost Connect™</p> <p>For any offers submitted using epost Connect, the email address is:</p> <p>proposition-proposal@elections.ca</p> <p>Offers 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 offers through an epost Connect message if the Offeror is using its own licensing agreement for epost Connect.</p> <p>Requests to open an epost Connect conversation should be sent at least six Business Days prior to the RFSO closing date.</p>	<p>Option 2: Business Centre</p> <p>Commissioner of Canada Elections 30 Victoria Street Gatineau QC K1A 0M6</p> <p>The Business Centre is open from 8:00 a.m. to noon and 1:00 p.m. to 4:00 p.m. Monday to Friday and closed on all statutory holidays.</p>

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

Part 1 – General Information

Part 2 – Offeror Instructions

Part 3 – Offer Preparation Instructions

Part 4 – Evaluation Procedures and Basis of Selection

Part 5 – Security, Financial and Other Requirements

Part 6 – Certifications and Additional Information

Annex A – Attachment 3.1 – Offer Submission Form

Annex B – COVID-19 Vaccination Requirement Certification

Part 7 – Standing Offer

Annex A – Resulting Contract Clauses

Appendix A – Statement of Work

Appendix B – Supplemental Conditions – *Personal Information*

Appendix C – Supplemental Conditions – *CCE to own IP Rights.*

Appendix D – General Conditions – *Services*

Annex B – Pricing Tables

Annex C – Security Requirement Check List

Annex D – Template Call-Up

Annex E – Undertaking Code of Conduct

Annex F – Non-Disclosure Agreement

Annex G – Fair Price Certification [if applicable]

Part 8 – Technical Evaluation Criteria

Section A – Instructions to Offerors

Section B – Identification of Services

Table A – Mandatory Technical Evaluation Criteria

Table B – Rated Interview Evaluation Criteria

Table C – Rated Written Evaluation Criteria

Template A – Investigative Services Description Template

Part 9 – Financial Offer Pricing Table

Annex A – Financial Offer Table Template

Part 1. General Information

1.1 Code of Conduct for Procurement

Offerors must respond to RFSOs in an honest, fair and comprehensive manner accurately reflect their capacity to satisfy the requirements stipulated in the RFSO, Standing Offer and any resulting contracts; and submit offers as well as 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 RFSO shall have the definitions assigned to them in the Standing Offer.

1.3 Summary

Pursuant to section 509.2 of the CEA, the duty of the Commissioner of Canada Elections (the Commissioner) is to ensure that the CEA is complied with and enforced. Accordingly, the Commissioner is responsible for the investigation of offences and the laying of charges under the CEA.

1.3.1 The Commissioner Requirement

The Statement of Work attached as Appendix A to Part 7 (“SOW”) outlines the services that will be required by the Commissioner.

It is the Commissioner’s intention to enter into a maximum of five (5) Standing Offers: Four (4) in the English stream and one (1) in the bilingual stream.

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

1.3.2 Period of the Standing Offer

- a) The period for making Call-ups against the Standing Offer will be from the Effective Date of the Standing Offer until March 31, 2023.
- b) The Offeror grants to the Commissioner the irrevocable option to extend the term of the Standing Offer by up to two (2) additional periods of one (1) year 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 – Standing Offer.

1.3.4 Trade Agreements

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO–GPA), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), the Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP), the Canadian Free Trade Agreement (CFTA), the Canada-Chile Free Trade Agreement (CCFTA), the Canada-Colombia Free Trade Agreement, the Canada-Honduras Free Trade Agreement, the Canada-Korea Free Trade Agreement, the Canada-Ukraine Free Trade Agreement (CUFTA), the Canada-Panama Free Trade Agreement and the Canada-Peru Free Trade Agreement (CPFTA).

1.3.5 Certification of the requirement for vaccination against COVID-19

This requirement is subject to the COVID-19 Vaccination Policy for Supplier Personnel. Failure to complete and provide the COVID-19 Vaccination Requirement Certification as part of the offer will render the offer non-responsive.

1.4 Communications Notification

As a courtesy, the Commissioner requests that the successful Offerors notify the Standing Offer Authority in advance of its intention to make public announcements related to the issue of a Standing Offer of any resulting Call-ups.

1.5 Debriefings

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

Part 2. Offeror Instructions

2.1 Instructions and Conditions

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

2.2 Procurement Business Number

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

2.3 Definition of Offeror

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

2.4 Submission of Offers

2.4.1 The Commissioner requires that each offer, at RFSO closing date and time or upon request from the Standing Offer Authority, be signed by the authorized representative of the Offeror. If an offer is submitted by a joint venture, it must be in accordance with Section 2.18.

2.4.2 It is the Offeror’s responsibility to:

- a) obtain clarification of the requirements contained in the RFSO, if necessary, before submitting an offer;
- b) submit a complete offer in accordance with the instructions contained in the RFSO by the RFSO closing date and time;
- c) send its offer only to the specified Offer Receiving Unit specified on the first page of this RFSO;
- d) ensure that the Offeror’s name and return address, the RFSO number, and the RFSO closing date and time are clearly visible on the offer; and,
- e) provide a comprehensible and sufficiently detailed offer, including all requested pricing details, that will permit a complete evaluation in accordance with the criteria set out in the RFSO.

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

2.4.4 Offers will remain open for acceptance for a period of not less than 120 Calendar Days from the RFSO closing date. The Commissioner reserves the right to seek an extension of the offer validity period from all responsive Offerors in writing, within a minimum of three (3) Calendar Days before the end of the offer validity period. If the extension is accepted by all responsive Offerors, the Commissioner will continue with the evaluation

of the offers. If the extension is not accepted by all responsive Offerors, the Commissioner will, at its sole discretion, either continue with the evaluation of the offers of those who have accepted the extension or cancel the RFSO.

- 2.4.5** Offers documents and supporting information may be submitted in either English or French.
- 2.4.6** Offers received on or before the stipulated RFSO closing date and time will become the property of the Commissioner and will not be returned. All offers 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 RFSO, the Commissioner will evaluate only the documentation provided with an Offeror's offer. The Commissioner will not evaluate information such as references to Web site addresses where additional information can be found, or technical manuals or brochures not submitted with the offer.
- 2.4.8** An offer cannot be assigned or transferred in whole or in part.

2.5 Transmission by Facsimile and Email

Offers transmitted by facsimile or email to the Commissioner will not be accepted.

2.6 epost Connect

- 2.6.1** To submit an offer using the epost Connect service, the Offeror must either:
- a) send directly its offer 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 RFSO closing date and time (in order to ensure a response), an email that includes the RFSO 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 Offeror sends an email requesting epost Connect service to the Elections Canada Offer 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 Offeror to access and action the message within the conversation. The Offeror will then be able to transmit its offer afterward at any time prior to the RFSO closing date and time.
- 2.6.3** If the Offeror is using its own licensing agreement to send its offer, the Offeror must keep the epost Connect conversation open until at least 30 Business Days after the RFSO closing date and time.

- 2.6.4** The RFSO 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 an Offeror not have a Canadian mailing address, they may use the Elections Canada Proposal Receiving Unit address specified in the RFSO in order to register for the epost Connect service.
- 2.6.6** For offers transmitted by epost Connect service, the Commissioner will not be responsible for any failure attributable to the transmission or receipt of the offer including, but not limited to, the following:
- a) receipt of a garbled, corrupted or incomplete offer;
 - 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 offer;
 - e) failure of the Offeror to properly identify the offer;
 - f) illegibility of the offer;
 - g) security of offer 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 offer 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 Offer Receiving Unit. This acknowledgement will confirm only the receipt of offer document(s) and will not confirm if the attachments may be opened nor if the content is readable.
- 2.6.8** Offerors 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** An offer transmitted by epost Connect service constitutes the formal offer of the Offeror and must be submitted in accordance with Section 2.4.

2.7 Late Offers

- 2.7.1** The Commissioner will return or delete offers delivered after the stipulated RFSO closing date and time, unless they qualify as a delayed offer as described in Section 2.8.

2.7.2 For late offers submitted using means other than the CPC's epost Connect service, the physical offer will be returned.

2.7.3 For offers submitted electronically, the late offers will be deleted. As an example, offers submitted using CPC's epost Connect service, conversations initiated by the specified Offer Receiving Unit via the epost Connect service pertaining to a late offer, will be deleted. Records will be kept documenting the transaction history of all late offers submitted using epost Connect.

2.8 Delayed Offers

2.8.1 An offer delivered to the Elections Canada Proposal Receiving Unit after the RFSO closing date and time but before the announcement of the successful Offeror or Offerors, as the case may be, or before a Standing Offer is entered into may be considered, provided the Offeror can prove the delay is due solely to a delay in delivery that can be attributed to CPC (or national equivalent of a foreign country). Purolator Inc. is not considered to be part of CPC for the purposes of delayed offers.

a) The only pieces of evidence relating to a delay in the CPC system that are acceptable to Elections Canada on behalf of the Commissioner 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 offer was mailed at a date that would otherwise have allowed its delivery before the RFSO 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 the Commissioner is a CPC epost Connect service date and time record indicated in the epost Connect conversation history that clearly indicates that the offer was sent before the RFSO closing date and time.

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

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

2.9 Delayed Offer When Using Courier Companies

2.9.1 It is the responsibility of the Offeror to allow sufficient time to courier companies to deliver the Offeror's offer before the RFSO 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 offer under Section 2.8.

2.10 Customs Clearance

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

2.11 Legal Capacity

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

2.12 Rights of the Commissioner

2.12.1 The Commissioner reserves the right to:

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

2.13 Rejection of Offer

2.13.1 The Commissioner may reject an offer where any of the following circumstances is present:

- a) the Offeror is bankrupt or, for whatever reason, its activities are rendered inoperable for an extended period;
- b) evidence, satisfactory to the Commissioner, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against

any manner of discrimination, has been received with respect to the Offeror, any of its employees or any subcontractor included as part of the offer;

- c) evidence, satisfactory to the Commissioner, that the Offeror has made a false claim or is not in compliance with the certifications provided to the Commissioner in Section 6 of this RFSO;
 - d) evidence, satisfactory to the Commissioner, that based on past conduct or behaviour, the Offeror, 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. The Commissioner has exercised its contractual remedies of suspension or termination for default with respect to a contract with the Offeror, any of its employees or any subcontractor included as part of the offer; and
 - ii. The Commissioner determines that the Offeror's performance on other contracts, including the efficiency and workmanship as well as the extent to which the Offeror performed the Work in accordance with those contracts, is sufficiently poor to jeopardize the successful completion of the requirement of this RFSO.
- 2.13.2** Where the Commissioner intends to reject an offer pursuant to a provision of subsection 2.13, the Standing Offer Authority will so inform the Offeror and provide the Offeror ten Business Days within which to make representations, before making a final decision on the rejection of the offer.
- 2.13.3** The Commissioner reserves the right to apply additional scrutiny, in particular, when multiple offers are received in response to a RFSO from a single Offeror or a joint venture. The Commissioner reserves the right to:
- a. reject any or all of the offers submitted by a single Offeror or joint venture if their inclusion in the evaluation has the effect of prejudicing the integrity and fairness of the process; or
 - b. reject any or all of the offers submitted by a single Offeror or joint venture if their inclusion in the procurement process would distort the RFSO 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 the Commissioner.

2.14 Communication – Solicitation Period

- 2.14.1** To ensure the integrity of the competitive procurement process, questions and other communications regarding the RFSO must be directed only to the Standing Offer

Authority identified in the RFSO through email only at proposition-proposal@elections.ca Failure to comply with this requirement may result in the offer being declared non-responsive.

2.14.2 To ensure consistency and quality of information provided to Offerors , 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 Offerors to which the RFSO has been sent, in the same manner in which the RFSO was sent, without revealing the sources of the questions.

2.14.3 In the event that a dispute, conflict or misunderstanding between an Offeror and the Standing Offer Authority arises during the procurement process, the Offeror's recourse to address such dispute, conflict or misunderstanding is to contact the Elections Canada Chief Procurement Officer at Robert.Ashton@elections.ca.

2.15 Price Justification

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

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

2.15.2 Offerors 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 2.15.1. Failure to comply with the request within such delay may result in the offer being declared non-responsive.

2.16 Offer Costs

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

2.17 Conduct of Evaluation

2.17.1 In conducting its evaluation of the offers, the Commissioner may, but will have no obligation to, do the following:

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

2.17.2 Offerors 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 offer being declared non-responsive.

2.18 Joint Venture

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

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

(d) the name of the joint venture, if applicable.

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

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

2.19 Conflict of Interest – Unfair Advantage

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

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

2.19.2 The experience acquired by an Offeror who is providing or has provided the goods and services described in the RFSO (or similar goods or services) will not, in itself, be considered by the Commissioner as conferring an unfair advantage or creating a conflict of interest. This offeror remains however, subject to the circumstances identified in Subsection 2.19.1.

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

2.20 Entire Requirement

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

2.22 Enquiries

2.22.1 All enquiries must be submitted in writing to the Standing Offer Authority no later than ten Business Days before the RFSO closing date. Enquiries received after that time may not be answered.

2.22.2 Offerors should reference as accurately as possible the numbered item of the RFSO to which the question relates. Care should be taken by Offerors to explain each enquiry in sufficient detail in order to enable the Commissioner to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked “proprietary” at each relevant item. Items identified as “proprietary” will be treated as such except where the Commissioner determines that the enquiry is not of a proprietary nature. The Commissioner may edit the enquiries or may request that the Offeror do so, so that the proprietary nature of the enquiry is eliminated, and the enquiry can be answered with copies to all Offerors. Enquiries not submitted in a form that can be distributed to all Offerors may not be answered by the Commissioner.

2.23 Former Public Servant

2.23.1 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, Offerors must provide the information required below before issuance of Standing Offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, the Commissioner will inform the Offeror of a time frame within which to provide the information. Failure to comply with the Commissioner’s request and meet the requirement within the prescribed time frame will render the offer non-responsive.

2.23.2 For the purposes of this clause,

- a) “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:

- i. an individual;

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

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

If yes, the Offeror must provide the following information:

name(s) of FPS;

date of termination of employment or retirement from the Public Service.

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

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

If yes, the Offeror 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.

2.23.5 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.

2.24 Applicable Laws

2.24.1 Any Standing Offer and resulting contracts must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario, subject always to any paramount or applicable federal laws.

2.24.2 Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, by deleting Ontario in Subsection 2.24.1 and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the laws of Ontario are acceptable to the Offeror in accordance with such subsection.

2.25 Basis for the Commissioner's Ownership of Intellectual Property

The Commissioner has determined that any intellectual property rights arising from the performance of the Work under the Standing Offer and any resulting contracts will belong to the Commissioner, on the following grounds:

- a) the Offeror, by submitting an offer, declares that it is not interested in owning the Intellectual Property Rights in Foreground Information (as such terms are defined in Appendix C – Supplemental Conditions of Part 7 – Standing Offer);

Part 3. Offer Preparation Instructions

3.1 Offer Preparation Instructions

3.1.1 The Commissioner requests that Offerors provide their offer in separate documents as follows:

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

Section I: Technical Offer one (1) hard copy and one (1) soft copy on USB

Section II: Financial Offer one (1) hard copy and one (1) soft copy on USB

Section III: Certifications and Additional Information one (1) hard copy and one (1) soft copy on USB

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

- b) In the case of offers 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 Offeror should adhere to the following naming conventions for each document by indicating:

- i. the RFSO number;
- ii. the name of the Offeror; and
- iii. the section the document relates to.

For Example: ECXX-RFSO-20-0123_ABC Company Section I - Technical Offer

- 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 Offeror is simultaneously providing copies of its offer 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 offer only. No prices must be indicated in any other section of the offer.
- 3.1.5** The Commissioner requests that Offerors follow the format instructions described below in the preparation of their offer:

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

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

- a) Submit offers 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 Offer

3.2.1 In their technical offer, Offerors should demonstrate their understanding of the requirements contained in the RFSO 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 offer should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the offer will be evaluated which are set out in Part 8 – Technical Evaluation Criteria. Simply repeating the statement contained in the RFSO is not sufficient. In order to facilitate the evaluation of the offer, the Commissioner requests that Offerors address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Offerors may refer to different sections of their offer by identifying the specific paragraph and page number where the subject topic has already been addressed.

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

3.3 Section II – Financial Offer

Offerors must submit their financial offer in accordance with Part 9 – Financial Offer Pricing Table. The total amount of applicable sales tax must be shown separately, if applicable.

3.4 Section III – Certifications and Additional Information

Offerors 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 Offers will be assessed in accordance with the entire requirement of the RFSO including the technical and financial evaluation criteria.

4.1.2 An evaluation team composed of representatives from the Commissioner of Canada Elections and Mr. Yves Côté will evaluate the proposals.

4.2 Technical Evaluation

4.2.1 The mandatory technical evaluation criteria of the offers are set out in Table A of Part 8 – Technical Evaluation Criteria.

4.2.2 The rated interview evaluation criteria of the offers are set out in Table B of Part 8 – Technical Evaluation Criteria.

4.2.3 The rated written evaluation criteria of the offers are set out in Table C of Part 8 – Technical Evaluation Criteria.

4.2.4 Client References

- a) The Commissioner may decide to contact any or all client references for all technical evaluation criteria or those for specific technical evaluation criteria only. If the Commissioner chooses to conduct client reference checks for any given technical evaluation criteria, it will contact the client references for those identified technical evaluation criteria of all remaining responsive Offerors at that point.
- b) The Commissioner will make only three attempts over a maximum of five Business Days from the first attempt to contact a client reference provided with the Offeror's offer (the "Original Contact Info"). If the Commissioner is not successful in reaching a client reference after three attempts using the Original Contact Info, the Standing Offer Authority may ask the Offeror for alternative contact information for that same client reference. The Commissioner will make only three attempts over a maximum of five Business Days from the first attempt to contact a client reference using the alternative contact information. The Offeror will only be given the opportunity to provide alternative contact information one time for each client reference.
- c) If the Commissioner is unsuccessful in obtaining a response from a client reference (either through the Original Contact Info or the alternative contact information), after making

such attempts, the offer will be declared non-responsive and will not be given further consideration.

- d) Wherever information provided by a client reference differs from the information supplied by the Offeror, the information supplied by the client reference will be the information evaluated.
- e) Points will not be allocated and/or an Offeror will not meet the mandatory experience requirement (as applicable) if (1) the reference client states they are unable or unwilling to provide the information requested, (2) the reference client is not a client of the Offeror itself, or (3) the client is an affiliate of the Offeror or the client is any other entity that does not deal at arm's length with the Offeror.

4.3 Financial Evaluation

Offerors must submit their financial offer in accordance with Part 9 – Financial Offer Pricing Table. Failure to abide with this condition will result in an offer being considered non-responsive.

4.4 Basis of Selection

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

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

Phase 1 – Mandatory Technical Evaluation

Phase 2 – Interview and Written Evaluation

Phase 3 – Financial Evaluation

Phase 4 – Determination of Highest Ranked Offeror

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

4.4.2 Phase 1 – Mandatory Technical Evaluation

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

4.4.3 Phase 2 – Written and Interview Evaluation

In Phase 2, the offers that passed Phase 1 will be evaluated against the written and interview evaluation criteria set out in Table B and C of Part 8 – Technical Evaluation Criteria (the “Phase 2 Offers”).

The following should be noted:

- i. The Offeror will be sent an email invitation by the Standing Offer Authority five, (5) Business Days prior, to participate in a written exam and interview. The exam and interview will be administered using Microsoft Teams. If the Offeror is unable to participate in the written and interview evaluation, the offer will be deemed non-responsive and will not be given further consideration.
- ii. If the same Offeror is being proposed in both the Bilingual and English stream, only one written and interview evaluation will be conducted.
- iii. If an Offeror has submitted in response to the Bilingual stream, the written and interview evaluation will be conducted in English and French. If the Commissioner determines that the Offeror is not Bilingual, the Offeror’s offer will be deemed non-responsive and will not be given further consideration.
- iv. If at any time during the written and interview evaluation, the Commissioner determines that the Offeror has not met a mandatory technical evaluation criterion, the Offeror’s offer will be deemed non-responsive and will not be given further consideration.
- v. If any Phase 2 Offers does not obtain the required minimum of 70 percent overall of the points for the technical evaluation criteria which are subject to point rating, such offer will be deemed non-responsive and will not be given further consideration. The rating is performed on a scale of 90 points.
- vi. For the Phase 2 Offers that are responsive, the overall score of the written and interview evaluation will be the sum of all points to all written evaluation criteria and interview evaluation criteria divided by the number of criteria (the “Written and Interview Evaluation Score”) will be the “Phase 2 Score”.

4.4.4 Phase 3 – Financial Evaluation

In Phase 3, the financial evaluation will be conducted against the proposals that are declared responsive in Phase 1 and 2.

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

4.4.5 Phase 4 – Determination of Highest Ranked Offeror

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

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

For the purpose of the formula, the “Technical Offer Score” will be a combined evaluation score for those offers that passed Phases 1, 2 and 3 and that are responsive offers in accordance with the following formula:

$$\frac{\text{Phase 2 Written Evaluation Score}}{40} + \frac{\text{Phase 2 Interview Evaluation Score}}{50} = \text{Technical Offer}$$

For the English Stream, the four (4) Offerors with the highest combined evaluation score will be considered for the issuance of a Standing Offer.

For the Bilingual Stream, the Offeror with the highest combined evaluation score will be considered for the issuance of a Standing Offer.

4.4.6 If an Offeror is one of the four (4) highest ranked Offeror in both the English and bilingual stream, a single Standing Offer will be awarded. The Standing Offer Authority will notify such Offeror requesting that it confirms, within 7 calendar days of receiving such notice, whether its Standing Offer should be issued for the Bilingual Stream or the English Stream.

4.4.7 If more than one Phase 4 Offer is ranked first because of identical scores, then the Offeror with the best financial score will become the highest ranked Offeror and will be considered for the issuance of a Standing Offer.

Part 5. Security, Financial and Other Requirements

5.1 Security Requirement

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

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

5.1.2 The Commissioner will not delay the issuance of a Standing Offer to allow Offerors to obtain the required clearance.

5.2 Insurance Requirements

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

5.3 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 RFSO closing date.

Part 6. Certifications and Additional Information

6.1 Offerors must provide the required certifications and additional information, including all annexes required under Part 7, to be issued a Standing Offer. The Commissioner will declare an offer non-responsive if the required certifications and additional information are not completed and submitted as requested.

6.2 The Offerors’ compliance with the certifications provided to the Commissioner is subject to verification by the Commissioner during the offer evaluation period and after issuance of a Standing Offer. The Standing Offer Authority will have the right to ask for additional information to verify Offerors’ compliance with the certifications before issuance of a Standing Offer. The offer will be declared non-responsive if any certification made by the Offeror is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Standing Offer Authority for additional information will also render the offer non-responsive.

6.3 The certifications and additional information should be completed and submitted with the offer but may be submitted afterwards. If the certifications and additional information are not completed and submitted as requested, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirement within that time period will render the offer non-responsive.

6.4 Independent Offer

6.4.1 By submitting an offer, the Offeror certifies that:

- a) they have read and understand the contents of Part 6 – Certifications and Additional Information;
- b) they understand that the offer 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 offer has been authorized by the Offeror to determine the terms of, and to sign, the offer, on behalf of the Offeror;
- d) for the purpose of this certification and the offer they understand that the word “competitor” shall include any individual or organization, other than the Offeror, whether or not an affiliate of the Offeror, who:
 - i. has been requested to submit an offer in response to the request for offer;
 - ii. could potentially submit an offer in response to the request for offer, based on their qualification, abilities or experience;
- e) the Offeror has:
 - i. arrived at the offer 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 offers, and the Offeror 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, an offer; or
- iv. the submission of an offer which does not meet the specifications of the call for offers;

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 offers relates, except as specially authorized by the Standing Offer Authority or as specifically disclosed pursuant to subparagraph (e)ii. above;
- h) the terms of the offer have not been, and will not be, knowingly disclosed by the Offeror, directly or indirectly, to any competitor, prior to the date and time of the official offer opening, or of the awarding of the Standing Offer, 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 an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror 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 The Commissioner will have the right to declare an offer non-responsive if the Offeror, or any member of the Offeror if the Offeror is a joint venture, appears on the "FCP Limited Eligibility to Bid" list at the time of issuance of Standing Offer.

6.6 Integrity Provisions

6.6.1 Offerors acknowledge that, to ensure fairness, openness and transparency in the procurement process, the commission of certain acts or offences will render them ineligible to be issued a Standing Offer. The Commissioner will declare non-responsive any offer in respect of which the information herein requested is missing or inaccurate, or in respect of which the information contained in the certifications contemplated in this Section 6.6.1.1 is found to be untrue, in any respect, by the Commissioner. If it is determined, after issuance of a Standing Offer, that the Offeror made a false declaration or certification, the Commissioner will have the right to terminate for default the resulting Standing Offer. The Offeror and any of the Offeror's affiliates will also be required to remain free and clear of any acts or convictions specified herein during the period of any contract arising from this RFSO. The Commissioner may verify the

information provided by the Offeror, including the information relating to the acts or convictions specified herein, through independent research, use of any government resources or by contacting third parties.

- 6.6.2** By submitting an offer, the Offeror certifies that no one convicted under any of the provisions under paragraphs 6.6.2 (a) or (b) is to receive any benefit under the Standing Offer or any resulting contracts arising from this RFSO. In addition, the Offeror certifies that except for those offences where a criminal pardon or a record suspension has been obtained or capacities restored by the Governor in Council, neither the Offeror nor any of the Offeror's affiliates has ever been convicted of an offence under any of the following provisions:

[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);

[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);

[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);

Income Tax Act, R.S.C. 1985, c-1:

- i. section 239 (False or deceptive statements);

Excise Tax Act, R.S.C. 1985, c. E-15:

- i. section 327 (False or deceptive statements);

Corruption of Foreign Public Officials Act, S.C. 1998, c-34:

- i. section 3 (Bribing a foreign public official);

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 Offeror must provide with its offer a certified copy of confirming documentation from an official source. If such documentation has not been received by the time the evaluation of offers is completed, the Commissioner will inform the Offeror of a time frame within which to provide the documentation. Failure to comply will render the offer non-responsive.

6.6.4 Offerors understand that the Commissioner may issue standing offers or contracts outside of the present solicitation process with An Offer of an Affiliate 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 the Commissioner 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.

The Commissioner reserves the right to impose additional conditions or measures to ensure the integrity of the procurement process.

- 6.6.5** By submitting an offer, the Offeror certifies that neither the Offeror nor any of the Offeror's affiliates have directly or indirectly paid or agreed to pay, and will not directly or indirectly pay a contingency fee to any individual for the solicitation, negotiation or obtaining of the Standing Offer and any Call-ups made against the Standing Offer, if the payment of the fee would require the individual to file a return under section 5 of the [Lobbying Act](#).
- 6.6.6** For the purposes of this solicitation, 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 Offeror that is charged or convicted, as the case may be.
- 6.6.7** The Offeror acknowledges and agrees that the certifications contemplated must remain valid during the period of any Standing Offer arising from this RFSO.

6.7 Status and Availability of Resources

- 6.7.1** The Offeror certifies that, should it be issued a Standing Offer or contracts as a result of the RFSO, every resource proposed in its offer will be available to perform the Work as required by the Commissioner and at the time specified in a call- up or agreed to with the Commissioner. If for reasons beyond its control, the Offeror is unable to provide the services of its proposed resources, the Offeror acknowledges that the Commissioner may:
- a) at its sole discretion, either before or after obtaining the name of a replacement in accordance with Section 3.03 of the General Conditions, terminate the Contract for default, pursuant to Article 18 of the General Conditions; or
 - b) request that the Offeror propose, in accordance with Section 3.03 of the General Conditions, a replacement with similar qualifications and experience. In response to such request, the Offeror must advise the Standing Offer Authority of the reason for the substitution.

6.7.2 If the Offeror has proposed any resource who is not an employee of the Offeror, the Offeror certifies that it has the permission from that resource to propose their services in relation to the Work to be performed and to submit their résumé to the Commissioner. The Offeror must, upon request from the Standing Offer Authority, provide a written confirmation, signed by the resource, of the permission given to the Offeror and of their availability.

6.8 Education and Experience

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

6.9 No Political Partisanship

6.9.1 The Contractor represents and warrants that:

- (a) their or its officers and employees who will be responsible of the performance of the Work or supervising the carrying out of the Work, is/are not presently, or will not become engaged during the Term of the Contract, in politically partisan activities at the federal, provincial, territorial or municipal level. Politically partisan activities include actively or publicly supporting or opposing the election of any federal, provincial, territorial or municipal political party or candidate for federal, provincial, territorial or municipal elective office, or any federal, provincial, territorial or municipal referendum committee;
- (b) their or its officers and employees who will be responsible of the performance of the Work or who supervise the carrying out of the Work shall not perform work or supervise work for or on behalf of any federal, provincial, territorial or municipal political party nor any candidate for federal, provincial, territorial or municipal elective office, nor any person, body, agency or institution with politically partisan purposes or objectives at the federal, provincial, territorial or municipal level, nor any federal, provincial, territorial or municipal referendum committee, where the performance or supervision of such work raises a reasonable apprehension of political partisanship.

6.9.2 Subsection 6.9.1 does not prevent the Contractor or its officers and employees, who perform or supervise the Work, to also work or supervise the work set out in a mandate from the Chief Electoral Officer of a Province or Territory of Canada, or from another similar electoral authority of a Province or Territory of Canada, or from any other public institution that is politically neutral or non-partisan in nature, or from a person who is politically neutral or non-partisan in nature.

6.10 Privacy Act and Personal Information Protection and Electronic Documents Act

6.10.1 The Offeror hereby certifies that it has reviewed the requirements of this RFSO, the resulting contract clauses and, in particular, the requirements concerning the protection of personal information. The Offeror 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.

6.11 COVID-19 Vaccination Requirement Certification

6.11.1 In accordance with the COVID-19 Vaccination Policy for Supplier Personnel, all offerors must provide with their offer, the COVID-19 Vaccination Requirement Certification attached to this RFSO as Annex B to Part 6, to be given further consideration in this procurement process. This Certification is incorporated into, and forms a binding part of any resulting Contract.

Attachment 3.1 – Offeror Submission Form

OFFEROR INFORMATION	
Full Legal Name	Procurement Business Number (PBN) Refer to Part 2 of the RFSO for instructions
Please ensure that the PBN you provide matches the legal name under which you have submitted your proposal. If it does not, the bidder will be determined based on the legal name provided, not based on the PBN, and the bidder will be required to submit the PBN that matches the legal name of the bidder.	

OFFEROR'S REPRESENTATIVE Single Point of Contact		
Full Name	Email Address	
Title	Address	Telephone Number

SECURITY CLEARANCE LEVEL OF OFFEROR	
This information is only required if there is a security requirement listed under Part 7 of the RFSO.	
Level:	
Date granted:	
Please ensure that the security clearance matches the legal name of the bidder. If it does not, the security clearance is not valid for the bidder.	

SECURITY CLEARANCE LEVEL OF OFFEROR'S RESOURCES	
This information is only required if there is a security requirement listed under Part 7 of the RFSO.	
Resource Name	Date of Birth or Security File Number
Are additional resource names provided elsewhere?	
Yes <input type="checkbox"/> No <input type="checkbox"/>	
If additional rows are required, please include the information on a separate page in your proposal.	

FORMER PUBLIC SERVANTS (FPS)

See the Article in Part 2 of RFSO entitled Former Public Servant for a definition of "Former Public Servant"

Is the bidder a FPS in receipt of a pension as defined in the bid solicitation?

Yes No

If yes, provide the following information:

(a) name(s) of FPS;	
(b) date of termination of employment or retirement from the Public Service.	
Is the Bidder a FPS who received a lump sum payment under the terms of the Work Force Adjustment Directive?	
Yes <input type="checkbox"/> No <input type="checkbox"/>	
If yes, 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.	

JURISDICTION OF CONTRACT

Province or territory in Canada the bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in Part 2 of the RFSO)

--

The bidder, as identified above, offers to sell to the Commissioner of Canada Elections, or any person authorized to act on their behalf, the goods and services listed in the solicitation and on any attached sheets at the identified prices and in accordance with the terms and conditions set out in the solicitation.

On behalf of the bidder, by signing below, I confirm that I have read the entire solicitation including the documents incorporated by reference into the solicitation and I certify that:

1. The proposal in response to this solicitation has been executed on behalf of the bidder by a duly authorized officer of the bidder.
2. The bidder considers itself and its proposed resources able to meet all the mandatory requirements described in the solicitation;
3. This proposal is valid for the period requested in the solicitation;
4. All the information provided in the proposal is complete, true and accurate; and
5. If the bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the solicitation.

Signature of Authorized Representative of the Offeror	
Name of Authorized Representative of the Offeror	
Title of Authorized Representative of the Offeror	
Date	

Annex ___ to Part 6

COVID-19 Vaccination Requirement Certification

I, _____ (*first and last name*), as the representative of *the bidder* pursuant to _____ (*insert solicitation number*), warrant and certify that all personnel that the bidder will provide on the resulting Contract who access Elections Canada's workplaces where they may come into contact with public servants will be:

- (a) fully vaccinated against COVID-19 with Health Canada-approved COVID-19 vaccine(s); or
- (b) for personnel that are unable to be vaccinated due to a certified medical contraindication, religion or other prohibited grounds of discrimination under the *Canadian Human Rights Act*, subject to accommodation and mitigation measures that have been presented to and approved by Elections Canada;

until such time that Elections Canada indicates that the vaccination requirements of the COVID-19 Vaccination Policy for Supplier Personnel are no longer in effect.

I certify that all personnel provided by the Bidder have been notified of the vaccination requirements of the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel, and that the Bidder has certified to their compliance with this requirement.

I certify that the information provided is true as of the date indicated below and will continue to be true for the duration of the Contract. I understand that the certifications provided to Elections Canada are subject to verification at all times. I also understand that Elections Canada will declare a contractor in default, if a certification is found to be untrue, whether made knowingly or unknowingly, during the bid or contract period. Elections Canada reserves the right to ask for additional information to verify the certifications. Failure to comply with any request or requirement imposed by Elections Canada will constitute a default under the Contract.

Signature: _____

Date: _____

Optional

For data purposes only, initial below if your business already has its own mandatory vaccination policy or requirements for employees in place. Initialing below **is not** a substitute for completing the mandatory certification above.

Initials: _____

Information you provide on this Certification Form and in accordance with the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel will be protected, used, stored and disclosed in accordance with the Privacy Act. Please note that you have a right to access and correct any information on your file, and you have a right to file a complaint with the Office of the Privacy Commissioner regarding the handling of your personal information. These rights also apply to all individuals who are deemed to be personnel for the purpose for the Contract and who require access to Elections Canada's workplaces where they may come into contact with public servants.

Part 7 – Standing Offer ECTD-RFSO-2021-0342



COMMISSAIRE AUX ÉLECTIONS FÉDÉRALES
COMMISSIONER OF CANADA ELECTIONS

Commissioner of Canada Elections

30 Victoria Street, Gatineau, QC K1A 0M6

STANDING OFFER

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

Return one signed copy of the Standing Offer forthwith.

Offeror's Name and Address:

[insert Offeror's LEGAL NAME and ADDRESS at issuance of Standing Offer]

Standing Offer No.:
05005-2021-[insert at issuance of Standing Offer]

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

ENQUIRIES & INVOICES

Commissioner of Canada Elections
30 rue Victoria
Gatineau QC K1A 0M6

Standing Offer enquiries to:	
[insert name and title at issuance of Standing Offer] Procurement and Contracting Services	Tel No.
	E-mail Supplier@elections.ca
Send invoices to:	
[insert name, title and sector at issuance of Standing Offer]	Tel No.
	E-mail

IN WITNESS WHEREOF, this Standing Offer has been duly executed by Commissioner of Canada Elections by his duly authorized representative and by the Offeror by the hands of its officer duly authorized in that behalf.

[Insert Offeror's LEGAL NAME]

(signature of authorized representative)

(print name of authorized representative)

(print title of authorized representative)

Date: _____

Commissioner of Canada Elections

(signature of authorized representative)

[Insert name of authorized representative]

[Insert title of authorized representative]

Commissioner of Canada Elections

Date: _____



STANDING OFFER AGREEMENT

Article 1 Interpretation

Section 1.01 Definitions

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

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

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

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

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

“Commissioner” means the Commissioner of Canada Elections appointed by the Chief Electoral Officer of Canada pursuant to section 509 of the CEA;

“Contract” has the meaning ascribed to it in Section 10.01.01 and includes the Articles of Agreement, the general conditions, any supplemental conditions, annexes, appendices and any other document specified or referred to as forming part of the Contract, all as amended by agreement of the Parties from time to time;

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



STANDING OFFER AGREEMENT

“List of Qualified Resources” as the meaning ascribed to it in section 11.01.01 (b);

“Police Record Check” means the result of a search of the following databases for outstanding entries such as charges, warrants, judicial orders, peace bonds, probations and prohibition orders; absolute and conditional discharges; family court restraining orders; criminal charges resulting in dispositions including, but not limited to, stayed, withdrawn, dismissed and not guilty by reason of mental disorder; and police contacts including, but not limited to, theft, weapons, sex offences and violent, harmful or threatening behaviour:

a) In the Province of Ontario, the Royal Canadian Mounted Police National Repository of Criminal Records, the Canadian Police Information Centre’s Investigative, Identification, Intelligence and Ancillary data banks, and local police databases where the applicant resides, but excluding a “Vulnerable Sector Verification Search”;

b) In any province or territory other than Ontario, any database that is similar or equivalent to the ones used to conduct a Police Records Check in the Province of Ontario;

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

“Resource Category” means the resource categories described in the SOW;

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

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



STANDING OFFER AGREEMENT

“Standing Offer” means the Articles of the Standing Offer, the written offer from the Offeror referred to in Subsection 1.04.01, the annexes, the appendices and any other document specified or referred to as forming part of the Standing Offer;

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

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

- 1.01.02 The definitions of words and terms in the annexes and appendices apply to capitalized words and terms used in these Articles of the Standing Offer as if those words and terms were defined herein.
- 1.01.03 The headings used in the Standing Offer are inserted for convenience of reference only and shall not affect their interpretation.
- 1.01.04 In the Standing Offer, words importing the singular number include the plural and vice versa, and words importing the masculine gender include the feminine gender and the neuter.



STANDING OFFER AGREEMENT

Section 1.02 Priority of Documents

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

1. These Articles of the Standing Offer;
2. Annex A – Resulting Contract Clauses;
3. Appendix A – Statement of Work;
4. Appendix B – Supplemental Conditions – Personal Information
5. Appendix C – Supplemental Conditions – CCE to Own IP Rights;
6. Appendix D – General Conditions – Services;
7. Annex B – Pricing Table;
8. Annex C – Security Requirements Check List;
9. Annex D – Template Call-up;
10. Annex E – Undertaking – Code of Conduct;
11. Annex F – Non-Disclosure Agreement;
12. Annex G – Fair Price Certification [if applicable]; and
13. the Offeror's offer, dated _____ [insert at issuance of Standing Offer].



STANDING OFFER AGREEMENT

Section 1.03 General

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

Section 1.04 Offer

1.04.01 The Offeror offers to provide and deliver to Commissioner of Canada Elections the goods, services or both described in the Standing Offer, in accordance with the pricing set out in Annex B – Pricing Table if and when a request for such goods, services or both, is made in accordance with the procedures set out in Article 5 – Call-up Procedures.

1.04.02 The Offeror agrees that:

- (a) The Commissioner of Canada Elections' liability is limited to that which arises from Call-ups against the Standing Offer made within the Term of the Standing Offer;
- (b) the Standing Offer cannot be assigned or transferred in whole or in part; and
- (c) the Standing Offer may be set aside by the Commissioner of Canada Elections at any time.

Section 1.05 Withdrawal

1.05.01 In the event that the Offeror wishes to withdraw the Standing Offer, the Offeror must provide no less than 30 calendar days' written notice to the Standing Offer Authority. The 30-day period will start upon receipt of the notification by the Standing Offer Authority and the withdrawal will be effective at the expiry of that period. The Offeror must fulfill any and all Call-ups made before the expiry of that period.

Section 1.06 Revision

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



STANDING OFFER AGREEMENT

Section 1.07 Disclosure of Information

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

Article 2 Period of Standing Offer

Section 2.01 Term

- 2.01.01 The Standing Offer period and period for making Call-ups against the Standing Offer will be from the Effective date until March 31, 2023 (the “Initial Term”).

Section 2.02 Option to Extend

- 2.02.01 The Offeror will grant to the Commissioner irrevocable options to extend the Term of the Standing Offer by two (2) additional one (1) year periods under the same terms and conditions.
- 2.02.02 The Commissioner may exercise these options at any time by sending a written notice to the Offeror at least 15 calendar days before the Standing Offer expiry date or any extension thereof.
- 2.02.03 The options to extend the Term of the Standing Offer may be exercised only by the Standing Offer Authority.
- 2.02.04 Upon exercising each option, the amount stated as the “total estimated cost (incl. applicable sales tax)” on the first page of the Standing Offer shall be deemed to be increased to include the amount set out in Subsection 5.02.02.

Article 3 Authorities

Section 3.01 Standing Offer Authority

- 3.01.01 The Standing Offer Authority for the Standing Offer is:

[insert at issuance of Standing Offer]

Commissioner of Canada Elections



STANDING OFFER AGREEMENT

30 Victoria Street
Gatineau QC K1A 0M6
Tel:
E-mail:

- 3.01.02 The Standing Offer Authority is responsible for the management of the Standing Offer, and any changes to the Standing Offer must be authorized in writing by the Standing Offer Authority. The Offeror must not perform work in excess of or outside the scope of the Standing Offer or any resulting contract based on verbal or written requests or instructions from anybody other than the Standing Offer Authority.
- 3.01.03 Upon issuing a Call-up, the Standing Offer Authority is responsible for any contractual issues relating to individual Call-ups made against the Standing Offer.

Section 3.02 Technical Authority

- 3.02.01 The Technical Authority for the Standing Offer is:

[insert at issuance of Standing Offer]

Commissioner of Canada Elections
30 Victoria Street
Gatineau QC K1A 0M6
Tel:
E-mail:

- 3.02.02 The Technical Authority named above is the representative of the Commissioner and is responsible for all matters concerning the technical content of the Work under the Standing Offer. Technical matters may be discussed with the Technical Authority; however, the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can be made only through a revision of the Standing Offer issued by the Standing Offer Authority.
- 3.02.03 Unless otherwise specified in the Call-up, the Commissioner's representative with respect to a Call-up (the "Call-up Authority") shall be the same as the Technical Authority.
- 3.02.04 In the event that the Call-up contains a Call-up Authority that is different than the Technical Authority, he/she is responsible for all matters concerning the technical content of the Work under the Call-up. Technical matters may be discussed with the Call-up Authority; however, the Call-up Authority has no authority to authorize



STANDING OFFER AGREEMENT

changes to the scope of the Work. Changes to the scope of the Work can be made only through an amendment to the Call-up issued by the Standing Offer Authority.

Article 4 Offeror's Representative

Section 4.01 Single Point of Contact

4.01.01 The SPOC between the Offeror and the Commissioner is:

[offeror to provide name, title, telephone number, facsimile number and e-mail address of its representative]

4.01.02 The SPOC must liaise with the Standing Offer Authority and the Technical Authority and will be the first point of contact in terms of:

- (a) managing any business issues with the Technical Authority and any Standing Offer issues with the Standing Offer Authority and, in particular, providing guidance, support and coordination relative to requests;
- (b) managing the day-to-day operational issues and technical requirements and, in particular, providing support and coordination relative to the Work; and
- (c) meeting, as required, with the Commissioner on issues relating to this Standing Offer, including, without limiting the generality of the foregoing, to review the performance of the Work, suggest improvements and assist in analyzing statistical data.

Article 5 Call-up Procedures

Section 5.01 Call-up Procedures

In the event that the Commissioner wishes to accept the Offer set out herein, the Technical Authority will contact one of the Offerors to determine if it is available to do the Work. If the highest-ranked Offeror is able to perform the Work, a Call-up will be made against that Offeror's Standing Offer. If that Offeror is either unable to perform the Work or does not respond within the timeframe requested by the Technical Authority, the Technical Authority will contact the next ranked Offeror until a Call-up may be made.

Section 5.02 Availability of the Offeror



STANDING OFFER AGREEMENT

- 5.02.01 The Offeror shall be available to commence the Work within 48 hours of the written notice that a Call-up will be issued.
- 5.02.02 The total limitation of the Call-up for the required Work will be determined in compliance with Annex B – Pricing Tables.
- 5.02.03 Should the Offeror prove to be incapable of performing the Work because of resource unavailability, the Offeror must notify the Standing Offer Authority in writing within one (1) business day of receiving the description of the Work to be done.
- 5.02.04 The Commissioner shall not issue any Call-up until the Offeror has obtained a Police Records Check and the Undertaking Code of Conduct, in accordance with Article 6.

Section 5.03 Amendments to Call-ups

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

Section 5.04 COVID-19 Vaccination Policy

- 5.04.01 Elections Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the COVID-19 Vaccination Requirement Certification is or becomes untrue or if the Offeror fails to comply with such Certification during the period of any resulting Contract (call-up).
- 5.04.02 Elections Canada will also have the right to terminate any resulting Call-up for default if the COVID-19 Vaccination Requirement Certification is or becomes untrue or if the Offeror fails to comply with such Certification during the period of the Contract (call-up).

Article 6 Code of Conduct

Section 6.01 Undertaking

- 6.01.01 If the Offeror is an individual, they shall sign the undertaking in the form attached hereto as Annex E – Undertaking Code of Conduct.

STANDING OFFER AGREEMENT

- 6.01.02 If the Offeror has identified a resource in Section 14 – Resources, the Contractor’s Resource of the Resulting contract Clauses, the Offeror shall cause such resource to sign an undertaking in the form attached hereto as Annex E, and deliver such signed undertaking to the Technical Authority within 15 Business Days of the Effective Date.

Article 7 Call-Up Instrument, Limitation and Procedures

- 7.01.01 The Work will be authorized or confirmed by the Identified User using Annex D.

Article 8 Certificates

Section 8.01 Certificates

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

Section 8.02 Federal Contractors Program

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

[Note to Offerors]

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

Section 8.03 Proactive Disclosure of Contracts with Former Public Servants

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

STANDING OFFER AGREEMENT

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

[Note to Offerors]

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

Section 8.04 Fair Price Certification

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

Article 9 Statement of Work

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

Article 10 Resulting Contract Clauses

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

Article 11 Suspension, Set-Aside or Cancellation of Standing Offer

Section 11.01 Suspension, Set-Aside or Cancellation of Standing Offer

11.01.01 Notwithstanding any other rights or remedies available to the Commissioner, the Commissioner may, by sending written notice to the Offeror, suspend, set-aside or cancel the Offeror's Standing Offer due to:



STANDING OFFER AGREEMENT

- (a) the Commissioner terminating a Call-up for default; or
- (b) the Commissioner documenting at least two instances of poor performance under Call-ups. An instance of poor performance by the Offeror may include, but is not limited to:
 - i. late or failed delivery of a complete and accurate List of Qualified Resources as requested by the Standing Offer Authority within the required time frame;
 - ii. failure to deliver the resources named in a Call-up as requested by the Standing Offer Authority within the required time frame;
 - iii. providing resources that do not meet the requirements of the Resource Category; or
 - iv. non-compliance with invoicing procedures.

Article 12 Security Requirement

Section 12.01 Security Requirement

- 12.01.01 The Offeror personnel requiring access to CLASSIFIED information, assets or Work site(s) must each hold a valid personnel security screening at the level of Secret, granted or approved by the Commissioner.
- 12.01.02 The Offeror must comply with the provisions of the
 - (a) Security Requirements Check List, attached as Annex C; and
 - (b) *Industrial Security Manual* (latest edition).
- 12.01.03 In the event that the Offeror or the Offeror's Resource is required to receive, transport and store low-to medium sensitive information (Protected A and Protected B) at a location other than the premises of the OCCE located at 22 Eddy Street in Gatineau in the province of Québec, the Offeror or the Offeror's Resource must comply with OCCE approved procedures for transporting and storing information (i.e., secure bag or storage container approved by the EC organization security authority).
- 12.01.04 In the event that the Offeror or the Offeror's Resource requires access to highly sensitive information (Confidential and Secret), then the Offeror or the Offeror's Resource are required to work on site. Highly sensitive information must not leave the premises.
- 12.01.05 IT equipment used for protected or classified information must follow the security

STANDING OFFER AGREEMENT

procedures for storage established by OCCE, as well as transport and transmittal standards if it is removed from the organization.

Article 13 Foreign Nationals

[Note to Offeror]

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

OPTION 1

Section 13.01 Canadian Offeror

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

OPTION 2

Section 13.02 Foreign Offeror

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

Article 14 Resources

STANDING OFFER AGREEMENT

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

Article 15 Access to Information

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

[Note to Offerors]

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

Article 16 Joint Venture

Section 16.01 Joint Venture Offeror

16.01.01 The Offeror confirms that the name of the joint venture is _____ and that it is comprised of the following members: [insert at award of Standing Offer]

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

- i. _____ has been appointed as the “representative member” of the joint venture Offeror and has full authority to act as agent for each member regarding all matters relating to the Standing Offer and any resulting Contract;



STANDING OFFER AGREEMENT

- ii. by giving notice to the representative member, the Commissioner will be considered to have given notice to all members of the joint venture Offeror; and
 - iii. all payments made by the Commissioner to the representative member will act as a release by all the members.
- 16.01.02 All the members agree that the Commissioner may terminate the Standing Offer at its discretion if there is a dispute among the members that, in the Commissioner's opinion, affects the performance of the Work in any way.
- 16.01.03 All the members are jointly and severally liable for the performance of the entire Standing Offer.
- 16.01.04 The Offeror acknowledges that any change in the membership of the joint venture (i.e., a change in the number of members or the substitution of another legal entity for an existing member) constitutes an assignment and is subject to the assignment provisions of the General Conditions.
- 16.01.05 The Offeror acknowledges that all security and controlled goods requirements in the Standing Offer, if any, apply to each member of the joint venture Offeror.

Article 17 Non-Disclosure Agreement

- 17.01.01 The Offeror must obtain from its employee(s) or subcontractor(s) the completed and signed non-disclosure agreement, found in Annex F – Non-Disclosure Agreement, and provide it to the Technical Authority before they are given access to information by, or on behalf of Canada in connection with the Work.

Article 18 No Political Partisanship

- 18.01.01 The Offeror represents and warrants that:
- (a) he/she or its officers and employees who will be responsible of the performance of the Work or supervising the carrying out of the Work, is/are not presently, or will not become engaged during the Term of the Contract, in politically partisan activities at the federal, provincial, territorial or municipal level. Politically partisan activities include actively or publicly supporting or opposing the election of any federal, provincial, territorial or municipal political party or



STANDING OFFER AGREEMENT

candidate for federal, provincial, territorial or municipal elective office, or any federal, provincial, territorial or municipal referendum committee;

- (b) he/she or its officers and employees who will be responsible for the performance of the Work or who supervise the carrying out of the Work shall not perform work or supervise work for or on behalf of any federal, provincial, territorial or municipal political party nor any candidate for federal, provincial, territorial or municipal elective office, nor any person, body, agency or institution with politically partisan purposes or objectives at the federal, provincial, territorial or municipal level, nor any federal, provincial, territorial or municipal referendum committee, where the performance or supervision of such work raises a reasonable apprehension of political partisanship.

- 18.01.02 Subsection 18.01.01 does not prevent the Offeror or its officers and employees, who perform or supervise the Work, to also work or supervise the work set out in a mandate from the Chief Electoral Officer of a Province or Territory of Canada, or from another similar electoral authority of a Province or Territory of Canada, or from any other public institution that is politically neutral or non-partisan in nature, or from a person who is politically neutral or non-partisan in nature.

Article 19 Privacy Act and Personal Information Protection and Electronic Documents Act

- 19.01.01 The Offeror hereby certifies that it has reviewed the requirements of this RFSO, the resulting contract clauses and, in particular, the requirements concerning the protection of personal information. The Offeror 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.

Annex A – Resulting Contract Clauses

Article 1 Interpretation

Section 1.01 Definition

1.01.01 Unless the context clearly requires otherwise, the capitalized terms used in the Contract shall have the definitions assigned to them in the Articles of the Standing Offer, in this Section 1.01.01 and in the General Conditions. These definitions shall apply equally to both the singular and plural forms of the terms defined, and words of any gender shall include each other gender when appropriate.

“Articles of Agreement” means Articles 1 to 17

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

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

“CEOC” means the Chief Electoral Officer of Canada appointed pursuant to section 13 of the CEA;

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

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

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

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

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

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

1. These Articles of Agreement;
2. The Call-up against the Standing Offer;
3. Appendix A – Statement of Work;
4. Appendix B – Supplemental Conditions – Personal Information
5. Appendix C – Supplemental Conditions – CCE to Own IP Rights;
6. Appendix D – General Conditions – Services;
7. Articles of the Standing Offer;
8. Annex B – Pricing Table;
9. Annex C – Security Requirements Check List;
10. Annex D – Template Call-up;
11. Annex E – Undertaking Code of Conduct;
12. Annex F – Non-Disclosure Agreement
13. Annex G – Fair Price Certification [if applicable]; and
14. the Offeror’s offer, dated [insert at issuance of Standing Offer].

Section 1.03 General and Supplemental Conditions

1.03.01 For the purposes of the applicable General and Supplemental Conditions that form part of this Contract, the terms “EC” or “Elections Canada” or “EC” may be replaced with the term “Commissioner” as the case may be.

Article 2 Statement of Work

Section 2.01 SOW

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

Article 3 Period of Contract

Section 3.01 Term

3.01.01 The Work must be completed in accordance with and as identified on the authorized Call-up.

Article 4 Authorities

Section 4.01 Contracting Authority

4.01.01 The Contracting Authority will be the Standing Offer Authority.

4.01.02 The Contracting Authority is responsible for the management of the Contract, and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

4.01.03 The Commissioner may change the name of the representative designated as Contracting Authority by sending a written notice to the Contractor.

Section 4.02 Technical Authority

4.02.01 The Technical Authority will be the Standing Offer Authority unless otherwise indicated in the Call-up.

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

4.02.03 The Commissioner may change the name of the representative designated as Technical Authority by sending a written notice to the Contractor.

Article 5 Basis of Payment

Section 5.01 Contract Price

- 5.01.01 The Contractor will be paid a firm all-inclusive hourly rate for the Work in accordance with the Pricing Table attached as Annex B to the Standing Offer. Even if the Contractor conducts the Work beyond 7.5 hours in one day, the Contractor shall not be paid an overtime amount in addition to such hourly rate.

Section 5.02 Limitation of Expenditure

- 5.02.01 The Commissioner's total liability to the Contractor under the Contract must not exceed the amount identified on the Call-up. Customs duties are included and GST or HST, if applicable is extra.
- 5.02.02 No increase in the total liability of the Commissioner 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 the Commissioner's total liability being exceeded before obtaining the written approval of the Contracting Authority.
- 5.02.03 The Contractor must notify the Contracting Authority in writing as to the adequacy of the sum:
- (a) when it is 75 percent committed, or
 - (b) four (4) months before the Contract expiry date, or
 - (c) as soon as the Contractor considers that the Contract funds provided are inadequate for the completion of the Work,
- whichever comes first.
- 5.02.04 If the notification is for inadequate Contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase the Commissioner's liability.

Section 5.03 Travel and Living Expenses

- 5.03.01 The Contractor will be reimbursed for the authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for overhead or profit, in accordance with the meal, private vehicle and incidental expense allowances specified in Appendices B, C and D of the Treasury Board Travel Directive, and with the other provisions of the directive referring to

"travellers", rather than those referring to "employees".

- 5.03.02 All travel must have the prior authorization of the Technical Authority. All payments are subject to audit.
- 5.03.03 Subject to Subsection 5.03.02, the maximum cost of the travel and living expenses will be identified in the Call-up.

Section 5.04 Applicable Sales Tax

- 5.04.01 The estimated amount of sales tax, if applicable, is included in the total estimated cost specified on page 1 of the Contract. The applicable sales tax is not included in the Contract Price but will be paid by Elections Canada as provided in Article 7 – Payments and Invoices. The Contractor agrees to remit to the appropriate government agency any amounts of applicable sales tax paid or due.

Article 6 Information Reporting

Section 6.01 Form T1204

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

a SIN, the information should be provided in an envelope marked "PROTECTED".

Article 7 Payment and Invoices

Section 7.01 Payment

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

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

Section 7.02 Invoices

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

7.02.02 Each invoice must be supported by:

- (a) a copy of time sheets to support the time claimed;
- (b) a copy of the release document; and
- (c) a copy of the invoices, receipts and vouchers for all direct expenses.

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

Article 8 Commissioner Facilities, Equipment and Personnel

Section 8.01 Facilities

8.01.01 The Commissioner shall provide the Contractor or its resources, as the case may be, with access to the Commissioner's facilities and working space for the performance of the Work.

Section 8.02 Policies

8.02.01 The Contractor and its resources shall adhere to and comply with all of the Commissioner's policies, guidelines, directives and standards relating to the access and use of the Commissioner's facilities and personnel.

Section 8.03 Equipment

8.03.01 The Commissioner shall provide the Contractor with access to certain equipment such as computer systems (micro computer network), telephones, and terminals necessary for the performance of the Work. The Contractor shall sign a loan agreement upon issuance by the Commissioner.

8.03.02 For greater certainty, the equipment listed in the signed loan agreement shall be deemed to form part of what constitutes "EC Property" for the purposes of the General Conditions.

Section 8.04 Personnel

8.04.01 The Contractor may only have access to the Commissioner's personnel in accordance with Section 9 of the SOW.

Article 9 Insurance

Section 9.01 Insurance

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

Article 10 Applicable Laws

Section 10.01 Applicable Laws

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

Article 11 Foreign Nationals

[Note to Offeror]

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

Option 1

Section 11.01 Canadian National

11.01.01 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 Citizenship and Immigration Canada's requirements to issue a temporary work permit to a foreign national. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

Option 2

Section 11.02 Foreign National

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

Article 12 Contractor's Resources

Section 12.01 Resources

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

Article 13 Amendments to the General Conditions

Section 13.01 Status of Contractor

13.01.01 The General Conditions are hereby amended by inserting at section 1.03 the following sentence:

Notwithstanding the foregoing, in accordance with section 510(3) of the CEA, the Commissioner hereby charges the Contractor with duties relating to the enforcement of the CEA and as are such, the Contractor is deemed to be a public officer for the purposes of Section 487 of the *Criminal Code*.

Section 13.02 Replacement of Specific Individuals

13.02.01 Section 3.03 of the General Conditions is deleted in its entirety and replaced with the following:

3.03 If specific individuals are identified in the Contract to perform the Work, the Contract must provide the service of those individuals. In the event that such individuals are no longer available, the Commissioner may, at its sole discretion, terminate the Contract for default in accordance with Article 18 of the General Conditions.

Section 13.03 Subcontractors

13.03.01 Article 4 Subcontracts of the General Conditions is deleted in its entirety and replaced with the following:

4.01.01 The Contractor shall not subcontract any part of the Work

4.01.02 For greater certainty, the Contractor shall not engage the services of legal counsel in respect to any part of the Work associated with the investigative functions described in the SOW.

Section 13.04 Confidentiality

13.04.01 Subsection 13.01.04 of the General Conditions is deleted in its entirety.

Article 14 An Oath of Secrecy

14.01.01 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 Canada.

Article 15 Access to Information

15.01.01 Records created by the Contractor under the control of the Commissioner are subject to the *Access to Information Act*. The Contractor acknowledges the responsibilities of Elections Canada under the *Access to Information Act* and must, to the extent possible, assist Elections Canada in discharging these responsibilities. Furthermore, the

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

Article 16 Media Requests

- 16.01.01 During the Term of the Contract and thereafter, the Contractor shall inform in writing the Contracting Authority at least five Business Days prior to commenting publicly or interacting with the media in connection with the Contract or with the Work performed under the Standing Offer and shall inform the Contracting Authority in writing as soon as reasonably possible of any media requests related to the Contract or to the Work performed under the Contract. The Commissioner, at their discretion, will participate and/or provide input to the communication, the public event or public release, but will not unreasonably delay any such activities.

Article 17 Avoidance of Political Partisanship

- 17.01.01 The Contractor represents and warrants that:
- (a) he/she or its officers and employees who will be responsible of the performance of the Work or supervising the carrying out of the Work, is/are not presently, or will not become engaged during the Term of the Contract, in politically partisan activities at the federal, provincial, territorial or municipal level. Politically partisan activities include actively or publicly supporting or opposing the election of any federal, provincial, territorial or municipal political party or candidate for federal, provincial, territorial or municipal elective office, or any federal, provincial, territorial or municipal referendum committee;
 - (b) he/she or its officers and employees who will be responsible of the performance of the Work or who supervise the carrying out of the Work shall not perform work or supervise work for or on behalf of any federal, provincial, territorial or municipal political party nor any candidate for federal, provincial, territorial or municipal elective office, nor any person, body, agency or institution with politically partisan purposes or objectives at the federal, provincial, territorial or municipal level, nor any federal, provincial, territorial or municipal referendum committee, where the performance or supervision of such work raises a reasonable apprehension of political partisanship.
- 17.01.02 Subsection 0 does not prevent the Contractor or its officers and employees, who perform or supervise the Work, to also work or supervise the work set out in a mandate from the Chief Electoral Officer of a Province or Territory of Canada, or from another similar electoral authority of a Province or Territory of Canada, or from any

other public institution that is politically neutral or non-partisan in nature, or from a person who is politically neutral or non-partisan in nature.



COMMISSAIRE AUX ÉLECTIONS FÉDÉRALES
COMMISSIONER OF CANADA ELECTIONS

Investigative Services

Appendix A

Statement of Work (SOW)

PART I – INTERPRETATION

1. DEFINITIONS

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

Call-up	means an order signed and issued by the Standing Offer Authority in for the form attached as Annex D.
CEA	means the <i>Canada Elections Act</i> , S.C. 2000, c. 9, as amended from time to time.
CEO	means the Chief Electoral Officer of Canada.
Commissioner	means the Commissioner of Canada Elections appointed by the CEO and who exercises authority over the contracting pursuant to sections 509.1(2) and (3) and 509.4 of the CEA.
DPP	means the Director of Public Prosecutions.
EC	means Elections Canada.
Investigator's Manual	an internal manual that consolidates the investigations policies and procedures approved for use by investigators in the OCCE. It is designed to guide investigators in the discharge of their duties under the CEA and the <i>Referendum Act</i> . This manual will be provided to the Offeror or Offeror's Resources after they have been called up.
OCCE	means the Office of the Commissioner of Canada Elections.
Offeror	means the person or entity whose name appears on the first page of the Standing Offer and who offers to provide goods, services or both to OCCE under the Standing Offer.
Offeror's Resource	means the individual(s) performing the work.
PPSC	means Public Prosecution Service of Canada.

2. EC AND COMMISSIONER MANDATE

- 2.01. EC, headed by the CEO, an agent of Parliament, is an independent, non-partisan agency with unique organizational features that reports directly to Parliament. EC exercises general direction and supervision over the conduct of elections and referendums at the federal level. Its mandate is to:
- a) be prepared to conduct a federal general election, by-election or referendum;
 - b) administer the political financing provisions of the CEA;
 - c) monitor compliance with electoral legislation;
 - d) conduct public information campaigns on voter registration, voting and becoming a candidate;
 - e) conduct education programs for students on the electoral process;
 - f) provide support to the independent commissions in charge of adjusting the boundaries of federal electoral districts following each decennial census;
 - g) carry out studies on alternative voting methods and, with the approval of parliamentarians, test alternative voting processes for future use during electoral events; and
 - h) provide assistance and cooperation in electoral matters to electoral agencies in other countries or to international organizations.
- 2.02. The Commissioner is the independent officer whose duty is to ensure that the CEA and the Referendum Act are complied with and enforced.

3. INTRODUCTION

- 3.01. The Commissioner requires professional investigative services to carry out inquiries and conduct reviews and/or investigations under the CEA (and/or the *Referendum Act*).

PART II – OVERVIEW

4. PROJECT BACKGROUND

- 4.01. The Commissioner receives complaints from the public, as well as referrals from other sources alleging violations to the CEA. If, following a preliminary review, the Commissioner concludes that the allegations made in connection with a complaint or referral may have merit, an investigation may be conducted to clarify the facts and

gather evidence related to the alleged offence. The Commissioner may also initiate a review or investigation without any complaint or referral.

4.02. In certain circumstances, the Commissioner favours the use of an Informal resolution process as a means of ensuring compliance with the CEA. This may be the case for instances involving minor contraventions or inadvertent non-compliance. Informal means include caution or information letters and other forms of communication (telephone or e-mail) addressed to persons or entities that are the subject of a complaint or referral.

4.03. The formal compliance and enforcement scheme under the CEA ranges from administrative measures to prosecutions. Formal means of ensuring compliance with and enforcement of the CEA include:

- acceptance, by the Commissioner, of an undertaking (section 521.12 of the CEA);
- issuance of a notice of violation requiring the payment of an administrative monetary penalty (section 521.11 of the CEA);
- seeking of a court injunction (section 516 of the CEA);
- seeking of a court order for the judicial deregistration of a political party (section 521.1 of the CEA);
- negotiation of a compliance agreement (section 517 of the CEA); and
- laying of charges leading to a prosecution by the Director of Public Prosecution (section 511 of the CEA).

5. OBJECTIVE

5.01. The complement of employees can at times be insufficient to deal with the investigative needs. For this reason, the Commissioner requires professional investigative services to carry out inquiries and conduct reviews and/or investigations under the CEA (and/or the Referendum Act) in all regions of Canada.

5.02. Through its investigative work, the Commissioner can fulfill its mandate of ensuring compliance and enforcement of the CEA.

PART III – SCOPE OF WORK

6. SERVICES

6.01. When services are required, the Standing Offer Authority will decide to issue a call-up based, among others, on the characteristics of each case including, but not limited to, the nature of the allegations.

6.02. On an as and when required basis and with the issuance of a Call-up, the Offeror or the Offeror's Resource shall carry out inquiries and conduct reviews and/or investigations in accordance with the OCCE Investigators Manual and other internal policies. This may include the following:

- Review allegations and seek clarifications from the Technical Authority, as required;
- Review legislation, policies, legal and relevant jurisprudence, as applicable;
- Develop investigative plans and strategies and upon request, provide a copy to the Technical Authority prior to conducting the review and/or investigation. At a minimum the plan should include:
 - Summary of the allegation(s) and the facts known to date;
 - List of potential violations/offences and the elements of each violation/offence;
 - Potential suspects;
 - Potential witnesses; and
 - Investigative steps / tools to be taken in sequence, adjusted as required.
- Analyze records;
- Conduct interviews and take written or audio recorded statements from complainants, Election Personnel, other witnesses, subjects of investigations, and others;
- Conduct research using open sources;
- Gather, seize and preserve evidence;
- Prepare written reports and other documents, including recommendations;
- Provide verbal briefings, including recommendations;
- Submit all originals and copies of notes, documents, reports and other related material or evidence;
- Attend before a Justice, counsel or other officer to obtain any order or other authority from a Court to effect compliance and/or enforcement of the CEA; and

- Assist prosecuting counsel (PPSC) and the legal staff of the OCCE with respect to any prosecution or other legal proceedings under the CEA or related statutes.

7. MEETINGS, INTERVIEWS AND STATEMENTS

7.0.1 The Offeror or the Offeror's Resource shall be available to participate in meetings to be held at the OCCE, EC or at any other location determined by the Technical Authority. The location includes any region of Canada.

7.0.2 The Offeror or the Offeror's Resource shall be available to conduct interviews and take statements at the OCCE, EC or at any other location determined by the Technical Authority. The location includes any region of Canada.

8. DELIVERABLES AND DOCUMENTATION REQUIREMENTS

8.01 The Offeror or the Offeror's Resource shall document his or her activities in relation to the call-up (all such documentation collectively referred to as "Work Documentation") as specifically outlined in the OCCE Investigators Manual.

8.02 The Work Documentation will form part of an investigation file that the Offeror or the Offeror's Resource will create and maintain in good order. The investigation file may entail both a paper and electronic component.

8.03 Work Documentation may be subject to the provisions of the *Privacy Act* and the *Access to Information Act*.

8.04 The Offeror or the Offeror's Resource shall retain and shall not destroy any Work Documentation and, within 15 days prior to the end of the Term of the Contract, shall deliver to the Technical Authority all such Work Documentation.

PART IV – PARAMETERS

9. LOCATION OF WORK

9.01 Except as provided in 6.02, 7.01 and 7.02 above, the Offeror or the Offeror's Resource must be able to perform the services at the OCCE's offices where the Offeror or the Offeror's Resource will be provided with a work station (the work station may be an unassigned workstation).

9.02 The OCCE's office is located at 22 Eddy Street in Gatineau in the province of Québec.

- 9.03 The Offeror or the Offeror's Resource must be able to perform the services and, depending on the circumstances, be onsite at the OCCE's offices within forty-eight (48) hours of being notified (by telephone and/or email) should their services be required on an urgent basis.
- 9.04 The Offeror or the Offeror's Resource, with the pre-approval of the Technical Authority, may perform the services at a premise other than the OCCE's office.
- 9.05 Travel costs to perform the services do not include costs incurred to travel to and from the OCCE offices if the proposed resource works or resides from a location outside of the National Capital Region.

10. OFFICIAL LANGUAGES

- 10.01 For those successful in the Bilingual Stream, the Offeror or the Offeror's Resource must provide services in English or French, as determined by the Technical Authority.

11. TRAVEL REQUIREMENTS

- 11.01 The Offeror or the Offeror's Resource, with the pre-approval of the Technical Authority, may be required to travel to perform the Work.
- 11.02 The travel location(s) includes any region of Canada.
- 11.03 Travel costs will be reimbursed in accordance with the articles of agreement of the contract.

12. OTHER CONSTRAINTS

- 12.01 The Offeror or the Offeror's Resource shall be available between the hours of 7:00 a.m. to 5:00 p.m. EST Monday to Friday for up to five days per week "as and when requested", in accordance with the call-up.
- 12.02 The Offeror or the Offeror's Resource with the pre-approval of the Technical Authority may be required to provide the service over weekends, evenings and statutory holidays.

13. OCCE OBLIGATIONS AND SUPPORT

- 13.01 The Offeror or the Offeror's Resource shall use the equipment provided by the OCCE:

- only for the purpose of carrying out his or her activities pertaining to the call-up; and
- in compliance with applicable information technology policies.

13.02 The Offeror or the Offeror's Resource shall return all of the equipment provided by the OCCE, as instructed by the Technical Authority, upon completion of the call-up.

13.03 The OCCE will provide the Offeror or the Offeror Resource(s) the following equipment and access required to complete the work:

OCCE tablet and power cord;
Computer Monitors;
Head set;
OCCE VPN;
digital recorder; and
secure bag or storage container approved by the EC organization security authority.

13.04 The Offeror or the Offeror's Resource is responsible for supplying any other equipment or utilities required to perform the service.

13.05 The Offeror or the Offeror's Resource may be required to make use of their personal cell phone. The Offeror or the Offeror's Resource may not use their personal device to communicate, generate, share or record highly sensitive information (Confidential and Secret).

14. TRAINING

14.01 The Offeror or the Offeror's Resource shall be available to participate in training sessions to be provided by the OCCE or EC.

15. CODE OF CONDUCT

15.01 The Offeror or the Offeror's Resource shall maintain effective working relationships with the Commissioner, OCCE employees and other representatives of the Commissioner, PPSC, complainants, Election Personnel, other witnesses, subjects of investigations and others by:

- demonstrating patience and tact;
- by working both independently and as part of a team;
- fostering a positive and professional work environment;
- dealing with all intervenors in the federal electoral process with respect;
- respecting the roles and responsibilities of all intervenors in the federal electoral process; and

- acting with discretion at all times.

15.02 The Offeror or the Offeror's Resource will be required to remain familiar and current with legislation that affects the services. Currently, the following legislation is applicable in the performance of the work:

CEA

Referendum Act (S.C. 1992, c. 30)

Criminal Code (R.S., 1985, c. C-46)

Interpretation Act (R.S., 1985, c. I-21)

Access to Information Act (R.S., 1985, c. A-1)

Privacy Act (R.S.C., 1985, c. P-21)

Official Languages Act (R.S.C., 1985, c. 31)

Appendix
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 machinereadable 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 (JanuaryMarch; AprilJune; July-September; OctoberDecember), 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.

Appendix C
Supplemental Conditions
Elections Canada to Own Intellectual Property Rights

Article 1 Interpretation

Section 1.01 - Definition

1.01.01 In the Contract, unless the context otherwise requires:

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

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

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

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

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

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

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

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

Article 2 Record and Disclosure of Foreground Information

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

Article 3 - Ownership of Intellectual Property Rights in Foreground Information

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

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

Article 4 - License to Intellectual Property Rights in Background Information

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

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

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

Article 5 Contractor's Right to Grant Licence

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

Article 6 - Waiver of Moral Rights

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

Appendix D
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.



COMMISSAIRE AUX ÉLECTIONS FÉDÉRALES
COMMISSIONER OF CANADA ELECTIONS

Investigative Services

ANNEX B

Pricing Table

Pricing Table

The Offeror will be paid a firm all-inclusive hourly rate as follows, for work performed in accordance with the Standing offer. Customs duties are included and Applicable Taxes are extra.

Initial Term	Estimated Level of Effort	Firm All-Inclusive Hourly Rate Investigative Services	Extended Price
Effective date to March 31, 2023.	[To be inserted at issuance of Standing Offer]	[To be inserted at issuance of Standing Offer]	[To be inserted at issuance of Standing Offer]
Travel and Living Expenses			[To be inserted at issuance of Standing Offer]
Estimated Other Direct Expenses			[To be inserted at issuance of Standing Offer]
Total:			[To be inserted at issuance of Standing Offer]

Option Period	Estimated Level of Effort	Firm All-Inclusive Hourly Rate Investigative Services	Extended Price
Option Year 1 April 1, 2023 to March 31, 2024	[To be inserted at issuance of Standing Offer]	[To be inserted at issuance of Standing Offer]	[To be inserted at issuance of Standing Offer]
Option Year 2 April 1, 2024 to March 31, 2025	[To be inserted at issuance of Standing Offer]	[To be inserted at issuance of Standing Offer]	[To be inserted at issuance of Standing Offer]
Travel and Living Expenses			[To be inserted at issuance of Standing Offer]
Estimated Other Direct Expenses			[To be inserted at issuance of Standing Offer]
Total:			[To be inserted at issuance of Standing Offer]

To a maximum of [To be inserted at issuance of Standing Offer]
All payments are subject to Government Audit.



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

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

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE

1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine Commissaire aux élections fédérales	2. Branch or Directorate / Direction générale ou Direction Direction des enquêtes
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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
 The CCE requires the professional services of Contractos or Contractor's Resouces to conduct investigations pursuant to the CEA and the Referendum Act. A cadre of full time investigators has been established in Gatineau, Quebec, that carries out investigations. The complement of employees can at times be insufficient to respond to investigative needs. For this reason, the CCE requires the professional services of Contractors or Contractor's Resources on an "as and when requested" basis to carry out inquiries and conduct reviews and/or investigations under the CEA (and/or the Referendum Act) in all regions of Canada.

5. a) Will the supplier require access to Controlled Goods?
Le fournisseur aura-t-il accès à des marchandises contrôlées? No / Non Yes / Oui

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

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

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

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

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

7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès

Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
--	--------------------------------------	---

7. b) Release restrictions / Restrictions relatives à la diffusion

No release restrictions Aucune restriction relative à la diffusion <input 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 checked="" 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 checked="" 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"/>



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

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 checked="" 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 : Information or Assets classified as Secret will be accessed and stored at 22 Eddy, 10th and 2nd Floors

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

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

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

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

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

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

PRODUCTION

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

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

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

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



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

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?
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

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




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

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



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

PART D - AUTHORIZATION / PARTIE D - AUTORISATION

13. Organization Project Authority / Chargé de projet de l'organisme			
Name (print) - Nom (en lettres moulées) Mylène Gigou		Title - Titre Directrice des enquêtes	Signature  Digitally signed by Gigou, Mylene Date: 2020.12.08 12:06:26 -05'00'
Telephone No. - N° de téléphone 819-939-2253	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel mylene.gigou@cef-cce.ca	Date 2020-12-08
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées) Danièle Bouchard		Title - Titre Manager, SecOps	Signature Bouchard, Daniele  Digitally signed by Bouchard, Daniele Date: 2020.12.08 12:30:06 -05'00'
Telephone No. - N° de téléphone 613-301-9827	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel Danièle.Bouchard@elections.ca	Date 2020-12-08
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres moulées) Stefania Menasce		Title - Titre Advisor	Signature Menasce, Stefania  Digitally signed by Menasce, Stefania Date: 2021.11.09 12:03:57 -05'00'
Telephone No. - N° de téléphone 873-416-1578	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel stefania.menasce@elections.ca	Date November 01, 2021
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



Commande subséquente à une offre à commandes – Services

Call-up against a Standing Offer – Services

1. Information			
<i>Offre à commande pour le Commissaire aux élections fédérales – Titre et no. Commissioner of Canada Elections Standing Offer – Title and No.</i>			
<i>Offrant – Offeror Nom - Name:</i>		<i>À l'offrant: Suite à cette commande subséquente, vous devez fournir les services identifiés ci-dessous selon les modalités établies dans l'offre à commandes. Les factures doivent être envoyées selon les instructions détaillées dans l'Offre à commande.</i> <i>To the Offeror: As a result of this Call-up, you are required to supply the services identified below on the terms and conditions stated in the Standing Offer. Invoices must be sent in accordance with the detailed instructions in the standing offer.</i>	
<i>Adresse - Address:</i>			
<i>Personne contact - Contact:</i>			
2. Commande subséquente – Call-up			
<i>N° de la commande subséquente – Call-up No.:</i>		<i>Codes(s) financier(s) – Financial Code(s):</i>	<i>Durée de la commande subséquente – Term of this Call-up:</i>
<i>Valeur de la commande subséquente initiale (taxes excl.) – Value of Initial Call-up (excl. taxes):</i>	Détail du coût réel de la commande subséquente (taxes excl.) Actual Call-up Cost Breakdown (excl. taxes)		
	<i>Honoraires professionnels – Professional Fees:</i>	<i>Déplacement – Travel:</i>	<i>Frais d'administration – Administrative Expenses:</i>
	par/per Sélectionnez / select		
Modification - Amendment			
<i>N° de modification, s'il y a lieu – Amendment No., if any:</i>	<i>Valeur Totale précédente (taxes excl.) – Previous Total Value (excl. taxes):</i>	<i>Valeur de l'augmentation ou diminution (taxes excl.) – Value of the increase/decrease (excl. taxes):</i>	<i>Montant total révisé (taxes excl.) – Total Revised Value (excl. taxes):</i>
3. Services			
4. Demandes de renseignements - Enquiries			
<i>Pour de plus amples renseignements, s'adresser au responsable de la commande subséquente - For additional information, contact the Call-up Authority:</i>		<i>N° de tél - Tel. No.:</i>	
<i>Name – Nom:</i>		<i>Adresse courriel - Email address:</i>	
5. Facturer à - Invoice to			

Annex E –Undertaking - Code of Conduct

VERSION 1 TO USE IF RESOURCE HAS BEEN IDENTIFIED IN OFFER

TO: Commissioner of Canada Elections (hereinafter “Commissioner”)

FROM: [INSERT NAME OF RESOURCE] (hereinafter “Resource”)

RE: Contract between [Insert name of Contractor] (hereinafter the “Contractor”) and Commissioner dated [Insert date] and numbered [Insert contract number]

WHEREAS the Resource has been identified in the Contract as the individual that will be performing the Work (as such term is defined in the Contract);

AND WHEREAS, in accordance with Section 12.01 of the Contract, the Contractor has covenanted in the Contract to obtain the herein undertaking from the Resource;

NOW THEREFORE,

1. The Resource hereby undertakes to:

- (a) act with honesty and integrity;
- (b) treat all persons equally, without discrimination based on a person’s race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, family status or disability;
- (c) refrain from using profane, abusive or insulting language or actions or actions that are otherwise uncivil to any member of the public;
- (d) refrain from exercising unnecessary force;
- (e) refrain from behaviour that is either prohibited or not authorized by law or that would reflect negatively on their reputation;
- (f) co-operate with police where it is required by law; and
- (g) not to be unfit for duty, while working, through consumption of alcohol or drugs.

2. The Resource declares that

- they have not been the subject of either a court finding or a decision resulting from a professional disciplinary proceeding concerning their conduct in the

carrying out of their professional functions; or

a court finding or such decision has been rendered in their regards, a copy of which is attached hereto.

Dated at _____, _____, this _____ day of _____, 20__.

Witness

[INSERT NAME OF RESOURCE]

VERSION 2 TO USE IF NO RESOURCE HAS BEEN IDENTIFIED IN THE OFFER AS THE OFFEROR IS AN INDIVIDUAL

TO: Commissioner of Canada Elections (hereinafter “Commissioner”)

FROM: [INSERT NAME OF CONTRACTOR] (hereinafter “Contractor”)

RE: Contract between Contractor and the Commissioner dated [Insert date] and numbered [Insert contract number]

WHEREAS in accordance with Section 12.01 of the Contract, the Contractor has covenanted to provide the herein undertaking;

NOW THEREFORE,

1. The Contractor hereby undertakes to:

- (a) act with honesty and integrity;
- (b) treat all persons equally, without discrimination based on a person’s race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, family status or disability;
- (c) refrain from using profane, abusive or insulting language or actions or actions that are otherwise uncivil to any member of the public;
- (d) refrain from exercising unnecessary force;

- (e) refrain from behaviour that is either prohibited or not authorized by law or that would reflect negatively on their reputation;
- (f) co-operate with police where it is required by law; and
- (g) not to be unfit for duty, while working, through consumption of alcohol or drugs.

2. The Contractor declares that

- they have not been the subject of either a court finding or a decision resulting from a professional disciplinary proceeding concerning their conduct in the carrying out of their professional functions; or
- a court finding or such decision has been rendered in their regard, a copy of which is attached hereto.

Dated at _____, _____, this _____ day of _____, 20__.

Witness

[INSERT NAME OF CONTRACTOR]



COMMISSAIRE AUX ÉLECTIONS FÉDÉRALES
COMMISSIONER OF CANADA ELECTIONS

Non-Disclosure Agreement

TO : Commissioner of Canada Elections
(the “Commissioner”)

FROM: [INSERT LEGAL NAME] (the “Supplier”)

RE: Access to Confidential Information

I, _____ [Insert name of the authorized representative of the Supplier that will be signing the agreement], duly authorized representative of the Supplier, hereby request access to the Confidential Information being made available by or on behalf of the Commissioner for the purpose of performing the Work pursuant to the Contract.

I further agree that:

- (1) only personnel of the Supplier who each hold a valid “Secret” personnel security clearance, will be given access to the Confidential Information;
- (2) the Supplier will comply with all requirements of the current version of the Industrial Security Manual in respect of the safeguarding of the Confidential Information;
- (3) the Supplier will not disclose the Confidential Information, or any part of it, to any unauthorized personnel or third party, unless compelled by an order of a court or tribunal of competent jurisdiction and, in such event, only after having notified the Commissioner;
- (4) the Supplier will ensure any employees provided with access to the Confidential Information are subject to an obligation not to disclose the information, in accordance with this Non-Disclosure Agreement;

(5) upon request by the Commissioner, the Supplier will immediately return all copies of the Confidential Information to the Commissioner, together with its record of all copies made and all personnel provided with access to the Confidential Information.

For the purposes of this Non-Disclosure Agreement, the term: "**Confidential Information**" means any information which may be provided by or on behalf of the Commissioner to the Supplier (whether oral, written or computerized) and shall include any excerpts of or copies made of such information.

[INSERT LEGAL NAME OF SUPPLIER]

Signature by its authorized representative

Date

Print name of authorized representative

Print Title of authorized representative

Annex G – Fair Price Certificate

1. I, the undersigned, on behalf of _____ **[INSERT NAME OF OFFEROR]** (the “Supplier”) hereby certifies that as of the date of this certification, the price offered to the Commissioner of Canada Elections for Investigative Services:
- (a) is not in excess of the lowest price charged to anyone else, including the Supplier’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 Supplier 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. Attached to this certificate is evidence that the price proposed represents fair value in accordance with this certification:
- (a) a copy of a paid invoice for similar goods/services in similar quantities and quality issued to another customer; or
 - (b) a copy of a signed contract showing pricing for similar goods/services of similar quantity and quality; or
 - (c) a copy of a pay slip confirming payment by another customer to the Supplier of specified rates or amounts for similar goods/services in similar quantities and quality; or
 - (d) a copy of the current published price list indicating the percentage discount available to Commissioner of Canada Elections; or
 - (e) a price breakdown showing the cost of direct labour, direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, etc., and profit;
 - (f) Other:
-
-

3. The undersigned acknowledges that the Commissioner of Canada Elections shall rely on this certification to award the contract. In the event that verification by the Commissioner of Canada Elections discloses that this certificate is untrue, whether knowingly or unknowingly, the Commissioner of Canada Elections has the right to treat any resulting contract based on this certificate as being in default and to terminate it pursuant to its default provisions.

Dated this ____ day of _____, 20__.

Witness

Signature of Authorized Representative

Print Name of Witness

Print Name of Authorized Representative

Print Title of Authorized Representative



COMMISSAIRE AUX ÉLECTIONS FÉDÉRALES
COMMISSIONER OF CANADA ELECTIONS

Investigative Services

Part 8

Technical Evaluation Criteria

CONTENTS

- **SECTION A – INSTRUCTIONS TO OFFERORS**
- **SECTION B – IDENTIFICATION OF SERVICES**
- **TABLE A – MANDATORY TECHNICAL EVALUATION CRITERIA**

#	MANDATORY TECHNICAL EVALUATION CRITERIA	MET/NOT MET
M1	Education	
M2	Police Records Check	
M3	Experience – Criminal Investigation	
M4	Experience - Conducting Various Steps of an Investigation	

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

#	RATED INTERVIEW EVALUATION CRITERIA	MAX. POINTS
RI1	Knowledge and experience in preparing and conducting investigations or phases of investigations.	10
RI2	Knowledge and experience in preparing judicial authorizations such as production orders and search warrants.	10
RI3	Knowledge and experience in conducting interviews and taking a statement of a suspect or witness.	10
RI4	Ability to communicate effectively orally	10

- **TABLE C – RATED WRITTEN EVALUATION CRITERIA**

#	RATED WRITTEN EVALUATION CRITERIA	MAX. POINTS
RW1	Ability to communicate effectively in writing	20

- **TEMPLATE A – INVESTIGATIVE SERVICES DESCRIPTION TEMPLATE**

SECTION A – INSTRUCTIONS TO OFFERORS

1. In order to facilitate the evaluation of the proposal, CCE requests that the offeror address and present topics in the same order and with the same headings as the evaluation criteria. The Offeror should clearly identify where in their proposal each criterion is addressed. To avoid duplication, the Offeror may refer to different sections of their proposals by identifying the specific paragraph and page number where the topic has already been addressed.
2. In determining years of experience, overlapped years or months for descriptions of investigative services submitted by the Offeror to demonstrate such experience will only be counted once for evaluation purposes.
3. Demonstrated experience must be a minimum duration of 60 months. Experience will be divided by 12 months, e.g. a 120-months of investigation services is equal to 10 years of experience. No partial values will be given. The proposed resources must have performed investigative services for the minimum duration of 60 months.
4. For requirements relating to education or professional qualifications, certifications, designation, or membership, the proposed resource must have the required education, qualification, certification, designation or membership by the solicitation closing date and must continue, where applicable, to be a member in good standing of the profession's governing body throughout the evaluation and contract period.
5. In addition to the information requested in the individual criterion, the Offeror is requested to include complete client contact information for each description of investigative services, including the client contact name, title and telephone number or e-mail address. The client contact must be an employee of the originating client organization. CCE reserves the right to request client contact information, at any time during the evaluation process, for the purposes of verification.

SECTION B – IDENTIFICATION OF SERVICES

Name of Offeror	
Name of Offeror's proposed resource (if the Offeror is not an individual)	

Categories of Service
Indicate with a check mark (✓) the Services for which stream you are submitting a proposal. <input type="checkbox"/> Investigative Services – English Stream <input type="checkbox"/> Investigative Services – Bilingual (English and French) Stream

TABLE A – MANDATORY TECHNICAL EVALUATION CRITERIA

#	Mandatory Technical Evaluation Criteria	Scoring Methodology
M1	<p>Education</p> <p>The Offeror’s proposed resource must have successfully completed a degree from a recognized university or obtained a diploma or certificate from a post-secondary institution in an area related to law or successfully completed a police basic training from a provincial or a municipal police force or the Royal Canadian Mounted Police.</p> <p>Submission requirement</p> <p>The Offeror must demonstrate that they meet the requirement by submitting a valid copy of one of the following documents;</p> <ul style="list-style-type: none"> (i) a degree from a recognized university; or (ii) a diploma or certificate from a post-secondary institution in an area related to law; or (iii) a police basic training from a provincial or a municipal police force or the Royal Canadian Mounted Police <p>Note: If the degree, diploma or certificate was obtained outside of North America, a proof of Canadian Equivalency must be provided. The Foreign Credential Validation against Canadian Standards directive will be used to validate equivalency.</p>	<p><input type="checkbox"/> Met</p> <p><input type="checkbox"/> Not Met</p>

#	Mandatory Technical Evaluation Criteria	Scoring Methodology
M2	<p>Police Records Check</p> <p>The Offeror’s proposed resource must provide a Police Records Check, which was obtained within the last six (6) months from the RFSO closing date or proof that a Police Records Check has been requested within such time frame.</p> <p>The Police Records Check must demonstrate that the proposed resource has no criminal convictions, outstanding entries, probation and prohibitions orders, and criminal charges (whether stayed, withdrawn or dismissed) that, in the opinion of the Commissioner, will prevent the proposed resource from carrying out the Work.</p> <p>Submission requirement The Offeror must demonstrate that they meet the requirement by submitting a copy of the Police Records Check or proof of the request for Police Records Check.</p>	<p><input type="checkbox"/> Met</p> <p><input type="checkbox"/> Not Met</p>
M3	<p>Experience – Criminal Investigation</p> <p>The Offeror must demonstrate, using the Template A - Investigative Services Description Template, that the proposed resource, has a minimum of sixty (60) months experience as of the RFSO closing date in conducting criminal investigations. A criminal investigation is an investigation to gather facts to determine whether or not an offence has been committed. It can result in criminal charges being laid.</p> <p>Submission requirement The Offeror must provide descriptions of the Investigative Services conducted, using Template A – Investigative Services Description Template with the following information:</p> <ol style="list-style-type: none"> 1. client organization name, contact person name, telephone number, regular and email addresses; 2. number of years and months that criminal investigation services were provided and the month/year of the start and end date; and 3. description of the investigation services rendered. 	<p><input type="checkbox"/> Met</p> <p><input type="checkbox"/> Not Met</p>

#	Mandatory Technical Evaluation Criteria	Scoring Methodology
M4	<p>Experience - Conducting Various Steps of an Investigation</p> <p>The Offeror must demonstrate, using the Template A - Investigative Services Description Template, that the proposed resource, has experience in conducting various steps of an investigation which must include the following elements;</p> <ul style="list-style-type: none"> a) two (2) applications for judicial authorization; and b) supported a prosecution, either in preparing a case for court or in testifying at trial. <p>Submission requirement</p> <p>The Offeror must demonstrate using the Template A - Investigative Services Description, experience involving two applications for judicial authorization and experience supporting a prosecution, either in preparing a case for court or in testifying at trial. Each Investigative Services Description must contain the following information:</p> <ul style="list-style-type: none"> a) client organization name, contact person name, telephone number, regular and email addresses; and b) description of the services rendered. 	<p><input type="checkbox"/> Met</p> <p><input type="checkbox"/> Not Met</p>

TABLE B – RATED INTERVIEW EVALUATION CRITERIA

For all streams, the Offerors proposed resource will be provided 30 minutes to review the series of questions provided prior to the start of the interview.

For the Bilingual stream, the Offerors proposed resource will choose which responses will be provided in English or French, but a minimum of one (1) response must be given in each language English or French.

The following terms will be used in the point rated interview evaluation detailed in the criteria are defined as follows:

Excellent (10)

Interview response demonstrates an excellent understanding of the related requirements. Exceeds expectations, provides an excellent opportunity of success and demonstrates the ability of the proposed resource to easily achieve the requirements.

Very good (7 pts)

Interview response demonstrates a very good understanding of the related requirements. Meets expectations, provides an opportunity of success and demonstrates the ability of the proposed resource to easily achieve the requirements.

Good (4 pts)

Interview response demonstrates a good understanding of the requirement. Meets minimum expectations, provides an opportunity of success and demonstrates the ability of the proposed resource to achieve the requirements.

Limited (2 pts)

Interview response demonstrates a limited understanding of the requirement. Does not address all expectations, provides a limited opportunity of success and demonstrates the ability of the proposed resource to achieve some but not the entire requirement.

Poor (0 pts)

Interview response does not demonstrate an understanding of the requirement. Does not meet expectations, does not provide an opportunity of success and does not demonstrate the ability of the proposed resource to achieve the requirements or no answer provided.

#	Rated Interview Evaluation Criteria	Max. Points
RI1	<p>Knowledge and experience in preparing and conducting investigations or phases of investigations.</p> <p>Prior to the interview, the Offerors proposed resource will be provided a question related to the topic identified above. Time will be allotted prior to the interview to prepare a response.</p> <p>Scoring methodology Maximum of 10 points</p> <ol style="list-style-type: none"> 1. Response shows excellent knowledge and experience = 10 pts 2. Response shows very good knowledge and experience = 7 pts 3. Response shows good knowledge and experience = 4 pts 4. Response shows limited knowledge and experience = 2 pts 5. Response shows poor knowledge and experience = 0 pts <p>Note - During the interview, the evaluation team will also be assessing the proposed resources ability to communicate effectively orally (RI4)</p>	10
RI2	<p>Knowledge and experience in preparing judicial authorizations such as production orders and search warrants.</p> <p>Prior to the interview, the Offerors proposed resource will be provided a question related to the topic identified above. Time will be allotted prior to the interview to prepare a response.</p> <p>Scoring methodology Maximum of 10 points</p> <ol style="list-style-type: none"> 1. Response shows knowledge and excellent experience = 10 pts 2. Response shows very good knowledge and experience = 7 pts 3. Response shows good knowledge and experience = 4 pts 4. Response shows limited knowledge and experience = 2 pts 5. Response shows poor knowledge and experience = 0 pts <p>Note - During the interview, the evaluation team will also be assessing the proposed resources ability to communicate effectively orally (RI4)</p>	10

#	Rated Interview Evaluation Criteria	Max. Points
RI3	<p>Knowledge and experience in conducting interviews and taking a statement of a suspect or witness</p> <p>Prior to the interview, the Offerors proposed resource will be provided a question related to the topic identified above. Time will be allotted prior to the interview to prepare a response.</p> <p>Scoring methodology Maximum of 10 points</p> <ol style="list-style-type: none"> 1. Response shows excellent knowledge and experience = 10 pts 2. Response shows very good knowledge and experience = 7 pts 3. Response shows good knowledge and experience = 4 pts 4. Response shows limited knowledge and experience = 2 pts 5. Response shows poor knowledge and experience = 0 pts <p>Note - During the interview, the evaluation team will also be assessing the proposed resources ability to communicate effectively orally (RI4)</p>	10
RI4	<p>Ability to communicate effectively orally.</p> <p>The Offerors proposed resource will be rated on their ability to communicate effectively orally. The responses provided for criteria RI1, R12 and R13 will be evaluated by using the term definitions on page 8.</p> <p>Scoring methodology Maximum of 10 points</p> <p>A maximum of ten (10) points as follows;</p> <ol style="list-style-type: none"> 1. Response shows excellent ability = 10 pts 2. Response shows very good ability = 7 pts 3. Response shows good ability = 4 pts 4. Response shows limited ability = 2 pts 5. Response shows poor ability = 0 pts 	10

TABLE C – RATED WRITTEN EVALUATION CRITERIA

For the English Stream, the Offerors proposed resource will be provided 60 minutes to prepare a written response to a fictional scenario provided.

For the Bilingual Stream, the Offerors proposed resource will be provided 120 minutes to prepare a written response in English and in French to a fictional scenario provided.

The terms used in the point rated written evaluation detailed below are defined as follows:

Excellent (20 pts)

The Offeror's proposed resource's level of competence for this criterion is exceptional and should ensure an extremely efficient result for this aspect of the work.

Very good (15 pts)

The Offeror's proposed resource's level of competence for this criterion is above average and more than satisfactory to ensure an efficient result for this aspect of the work.

Good (10 pts)

The Offeror's proposed resource's level of competence for this criterion is acceptable and meets the minimum requirements for this aspect of the work.

Limited (5 pts)

The Offeror's proposed resource's level of competence for this criterion is limited and meets the minimum requirements for this aspect of the work.

Poor (0 pts)

The Offeror's proposed resource's level of competence for this criterion does not meet our requirements for this aspect of the work.

#	RATED WRITTEN EVALUATION CRITERIA	Min Pass Mark	Max Points
RW1	<p>Ability to communicate effectively in writing</p> <p>The Offeror's proposed resource will be provided a fictional scenario that will require the preparation of a written response.</p> <p>The Offeror's proposed resource should write in a logical, coherent, well-structured and consistent flow. The response provided will be evaluated based on the term definitions on page 11.</p> <p>Scoring methodology</p> <p>To a maximum of twenty (20) points as follows;</p> <p>Response shows excellent ability = 20 pts Response shows very good ability = 15 pts Response shows good ability = 10 pts Response shows limited ability = 5 pts Response shows poor ability = 0 pts</p>	14	20
(A) OFFEROR RATED INTERVIEW SCORE:			/40
(B) OFFEROR RATED WRITTEN SCORE:			/20
MINIMUM PASS MARK OF 70% OVERALL = 42/60		OFFEROR OVERALL SCORE (A + B): /60	

Template A – Investigative Services Description Template

Project # [Offeror to Insert]			
Offeror name		Name of proposed resource	
Client Identification	Project title		
	Client name		
	Client contact name		
	Client contact title		
	Client telephone no. or e-mail address		
1.	Start and end dates (month-year format) OR Number of days or hours of work performed on the project by the Offeror		
2.	Project description		



COMMISSAIRE AUX ÉLECTIONS FÉDÉRALES
COMMISSIONER OF CANADA ELECTIONS

Investigative Services

Part 9

Financial Offer Pricing Tables

FINANCIAL TABLE

1. Bidders must provide a firm all-inclusive hourly rate for the initial contract period of the Standing Offer and for the two (2) option periods. These hourly rates will be used for the purpose of pricing Call-ups.
2. The firm all-inclusive hourly rate must include all costs to provide the Work outlined in the Statement of Work for the Initial Term and the option periods.
 - a) For the Initial Term, the hourly rate will be multiplied by the specified quantity in column B. The sum of such calculation will be the evaluated price for the “TOTAL Initial Term” (column D);

Example:

Initial Term	Estimated Level of Effort	Firm All-Inclusive Hourly Rate Investigative Services	Sub-Total (Column B x Column C) = Column D
<i>Column A</i>	<i>Column B</i>	<i>Column C</i>	<i>Column D</i>
Initial Standing Offer Term Effective date to March 2023	1957.5 hours	\$200.00	\$391,500,000
TOTAL Initial Term = Column D			\$391,500.00

- b) For the Option Periods, the price for each option year of the Standing Offer (column C1 – Option Year 1 – Option Year 2) will be multiplied by the specified quantity in column B1. The sum of such calculation will be the evaluated price for the “TOTAL Option Periods” (column D1);

Example:

Option Period	Estimated Level of Effort	Firm All-Inclusive Hourly Rate Investigative Services	Sub-Total (Column B1 x Column C1) = Column D1
<i>Column A1</i>	<i>Column B1</i>	<i>Column C1</i>	<i>Column D1</i>
Option Year 1 April 1, 2023 to March 31, 2024	1800 hours	\$200.00	\$360,000.00
Option Year 2 April 1, 2024 to March 31, 2025	1800 hours	\$200.00	\$360,000.00
TOTAL Option Periods = Column D1 (Option Year 1, 2 and Other Direct Expenses)			\$720,000.00

c) The “Offer Price” will be the sum of the “TOTAL Initial Term” and the “TOTAL Option Period”.

Example:

TOTAL Initial Term = Column D	\$391,500.00
TOTAL Option Periods = Column D1 (Option Year 1, 2)	\$720,000.00
OFFER PRICE (Total Initial Term + Total Option Periods)	\$1,111,500.00

Annex A to Part 9 – Financial Offer Table Template

Initial Term	Estimated Level of Effort	Firm All-Inclusive Hourly Rate Investigative Services	Sub-Total (Column B x Column C) = Column D
<i>Column A</i>	<i>Column B</i>	<i>Column C</i>	<i>Column D</i>
Initial Standing Offer Term Effective date to March 1, 2023	[Offeror to insert]	[Offeror to insert]	[Offeror to insert]
TOTAL Initial Term = Column D			[Offeror to insert]
Option Period	Estimated Level of Effort	Firm All-Inclusive Hourly Rate Investigative Services	Sub-Total (Column B1 x Column C1) = Column D1
<i>Column A1</i>	<i>Column B1</i>	<i>Column C1</i>	<i>Column D1</i>
Option Year 1 April 1, 2023 to March 31, 2024	[Offeror to insert]	[Offeror to insert]	[Offeror to insert]
Option Year 2 April 1, 2024 to March 31, 2025	[Offeror to insert]	[Offeror to insert]	[Offeror to insert]
TOTAL amount for Option Periods = Column D1 (Option Year 1 and 2)			[Offeror to insert]

6. Signature

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

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

**Commissaire aux élections fédérales –
Commissioner of Canada Elections**

Signature du représentant autorisé
Signature of authorized representative

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

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

Date: _____