



# REQUEST FOR PROPOSAL

## Procurement and Contracting Services

30 Victoria Street  
Gatineau, Quebec K1A 0M6

FILE NO.	
ECSF-RFP-22-0831	
TITLE:	ISSUE DATE:
Warehousing and Distribution Services	February 18, 2022

CLOSING DATE:	ADDRESS QUESTIONS TO:
March 14, 2022 at 2:00PM (Gatineau time)	Sufia Fuentes 873-415-0446 <a href="mailto:proposition-proposal@elections.ca">proposition-proposal@elections.ca</a>

SUBMIT PROPOSALS TO: ELECTIONS CANADA PROPOSAL RECEIVING UNIT	
<p><b>Option 1: epost Connect™</b></p> <p>For any proposal submitted using epost Connect, the email address is:</p> <p><a href="mailto:proposition-proposal@elections.ca">proposition-proposal@elections.ca</a></p> <p>Proposals will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Part 2, or to send proposals through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.</p> <p>Requests to open an epost Connect conversation should be sent at least six Business Days prior to the RFP closing date.</p>	<p><b>Option 2: Business Centre</b></p> <p>30 Victoria Street Gatineau QC K1A 0M6</p> <p>The Business Centre is open from 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 Proposal (“RFP”) contains the following parts:

Part 1 – General Information

Part 2 – Bidder Instructions

Part 3 – Proposal Preparation Instructions

Part 4 – Evaluation Procedures and Basis of Selection

Part 5 – Security, Financial and Other Requirements

Part 6 – Certifications and Additional Information

Annex A – Proposal Submission Form

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

Annex C – COVID-19 Vaccination Requirement Certification

Part 7 – Resulting Contract

Annex A – Statement of Work

Annex B – Pricing Table

Annex C – General Conditions – Services

Annex D – Supplemental Conditions – Personal Information

Annex E – Security Requirements Checklist

Annex F – Task Authorization Form

Annex G – Fair Price Certification [if applicable]

Part 8 – Technical Evaluation Criteria

Part 9 – Financial Proposal Pricing Table

## **Part 1. General Information**

### **1.1 Code of Conduct for Procurement**

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

### **1.2 Definitions**

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

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

### **1.3 Summary**

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

#### **1.3.1 Requirement**

The requirement is detailed in the Statement of Work.

#### **1.3.2 Period of the Contract**

- (a) The Contract period is from the Effective Date of the Contract until March 31, 2028.

#### **1.3.3 Security Requirement**

- (a) There is a security requirement associated with the requirement. For additional information, consult Part 5 – Security, Financial and other Requirements, and Part 7 – Resulting Contract.

#### **1.3.4 Trade Agreements**

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

#### **1.3.5 Federal Contractors Program**

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

#### **1.3.6 Covid-19 Vaccination Requirement**

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 proposal will render the proposal non-responsive.

## 1.4 Communications Notification

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

## 1.5 Debriefings

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

# Part 2. Bidder Instructions

## 2.1 Instructions, Clauses and Conditions

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

## 2.2 Entire Requirement

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

## 2.3 Procurement Business Number

Canadian suppliers are required to have a Procurement Business Number (PBN) before the Effective Date of the Contract. Suppliers may register for a PBN in the [Supplier Registration Information system, on the buyandsell.gc.ca](http://buyandsell.gc.ca) Web site. For non-Internet registration, suppliers may contact the InfoLine at 1-800-811-1148 to obtain the telephone number of the nearest [Supplier Registration Agent](#).

## 2.4 Submission of Proposals

2.4.1 Elections Canada requires that the bidder or the authorized representative of the bidder complete and sign the bid submission form and submit such form with its proposal at the RFP closing date and time. If a proposal is submitted by a joint venture, it must be in accordance with Section 2.21. If the bid submission form is not provided with the bidder's proposal; the Contracting Authority will request it and the bidder must provide it within the delay prescribed in such request.

2.4.2 It is the bidder's responsibility to:

- (a) obtain clarification of the requirements contained in the RFP, if necessary, before submitting a proposal;
- (b) submit a complete proposal in accordance with the instructions contained in the RFP by the RFP closing date and time;

- (c) send its proposal only to the Elections Canada Proposal Receiving Unit specified on the first page of this RFP;
  - (d) ensure that the bidder's name and return address, the RFP number, and the RFP closing date and time are clearly visible on the proposal; and,
  - (e) provide a comprehensible and sufficiently detailed proposal, including all requested pricing details, that will permit a complete evaluation in accordance with the criteria set out in the RFP.
- 2.4.3 If Elections Canada has provided bidders with multiple formats of a document that forms part of the RFP (for example, a document may be downloaded through the Government Electronic Tendering Service (GETS) but may also be made available on an alternate format), the format downloaded through GETS will take precedence. If Elections Canada posts an amendment to the RFP revising any documents provided to bidders in multiple formats, Elections Canada will not necessarily update all formats to reflect these revisions. It is the bidder's responsibility to ensure that revisions made through any RFP amendment issued through GETS are taken into account in those alternate formats that were not revised as a result of an amendment.
- 2.4.4 Proposals will remain open for acceptance for a period of not less than 60 Business Days from the RFP closing date. Elections Canada reserves the right to seek an extension of the proposal validity period from all responsive bidders in writing, within a minimum of three Business Days before the end of the proposal validity period. If the extension is accepted by all responsive bidders, Elections Canada will continue with the evaluation of the proposals. If the extension is not accepted by all responsive bidders, Elections Canada will, at its sole discretion, either continue with the evaluation of the proposals of those who have accepted the extension or cancel the RFP.
- 2.4.5 Proposal documents and supporting information may be submitted in either English or French.
- 2.4.6 Proposals received on or before the stipulated RFP closing date and time will become the property of Elections Canada and will not be returned. All proposals will be treated as confidential, subject to the provisions of the [Access to Information Act, R.S.C. 1985, c. A-1](#) and the [Privacy Act, R.S.C 1985 c. P-21](#).
- 2.4.7 Unless specified otherwise in the RFP, Elections Canada will evaluate only the documentation provided with a bidder's proposal. Elections Canada will not evaluate information such as references to Web site addresses where additional information can be found, or technical manuals or brochures not submitted with the proposal.
- 2.4.8 A proposal cannot be assigned or transferred in whole or in part.

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

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

## **2.6 epost Connect**

2.6.1 To submit a proposal using the epost Connect service, the bidder must either:

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

conversation was initiated by the supplier using its own license or the Elections Canada Proposal Receiving Unit. This acknowledgement will confirm only the receipt of proposal document(s) and will not confirm if the attachments may be opened nor if the content is readable.

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

## **2.7 Late Proposals**

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

## **2.8 Delayed Proposals**

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

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

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

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

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

## **2.10 Customs Clearance**

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

## **2.11 Legal Capacity**

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

## **2.12 Rights of Elections Canada**

2.12.1 Elections Canada reserves the right to:

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

## **2.13 Communication – Solicitation Period**

2.13.1 To ensure the integrity of the competitive procurement process, questions and other communications regarding the RFP must be directed only to the Contracting Authority identified



in the RFP through email only at [proposition-proposal@elections.ca](mailto:proposition-proposal@elections.ca). Failure to comply with this requirement may result in the proposal being declared non-responsive.

- 2.13.2 To ensure consistency and quality of information provided to bidders, and subject to Section 2.14 **Error! Reference source not found.**, questions received and the answers to such questions that result in clarifications or modifications to the requirement or that provide additional information related to the requirement will be provided simultaneously to all bidders to which the RFP has been sent, in the same manner in which the RFP was sent, without revealing the sources of the questions.
- 2.13.3 In the event that a dispute, conflict or misunderstanding between a bidder and the Contracting Authority arises during the procurement process, the bidder's recourse to address such dispute, conflict or misunderstanding is to contact the Elections Canada Chief Procurement Officer at [Robert.Ashton@elections.ca](mailto:Robert.Ashton@elections.ca).

## **2.14 Questions**

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

## **2.15 Conduct of Evaluation**

- 2.15.1 In conducting its evaluation of the proposals, Elections Canada may, but will have no obligation to, do the following:
- (a) seek clarification or verification from bidders regarding any or all information provided by them with respect to the RFP;
  - (b) contact any or all client references supplied by bidders to verify and validate any information submitted by them;
  - (c) request, before the award of any contract, specific information with respect to bidders' legal status;
  - (d) conduct a survey of bidders' facilities and/or examine their technical, managerial, and financial capabilities to determine if they are adequate to meet the requirements of the RFP;

- (e) correct any error in the extended pricing of proposals by using unit pricing and any error in quantities in proposals to reflect the quantities stated in the RFP;
- (f) verify any information provided by bidders through independent research, use of any government resources or by contacting third parties; and
- (g) interview, at the sole costs of bidders, any bidder and/or any or all of the resources proposed by bidders to fulfill the requirement of the RFP.

2.15.2 Bidders must comply with any request related to any of the items listed in subsection 2.15.1 within the delay prescribed in such request. Failure to comply with the request may result in the proposal being declared non-responsive.

## **2.16 Rejection of Proposal**

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

- (a) the bidder is bankrupt or, for whatever reason, its activities are rendered inoperable for an extended period;
- (b) evidence, satisfactory to Elections Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the bidder, any of its employees or any subcontractor included as part of the proposal;
- (c) evidence, satisfactory to Elections Canada, that the bidder has made a false claim or is not in compliance with the certifications provided to Elections Canada in Section 6 of this RFP;
- (d) evidence, satisfactory to Elections Canada, that based on past conduct or behaviour, the bidder, a subcontractor or a person who is to perform the Work is unsuitable or has conducted themselves improperly;
- (e) with respect to current or prior transactions with the Government of Canada:
  - i. Elections Canada has exercised its contractual remedies of suspension or termination for default with respect to a contract with the bidder, any of its employees or any subcontractor included as part of the proposal; and
  - ii. Elections Canada determines that the bidder's performance on other contracts, including the efficiency and workmanship as well as the extent to which the bidder performed the Work in accordance with those contracts, is sufficiently poor to jeopardize the successful completion of the requirement of this RFP.

2.16.2 Where Elections Canada intends to reject a proposal pursuant to a provision of subsection 2.16.1, the Contracting Authority will so inform the bidder and provide the bidder ten Business Days within which to make representations, before making a final decision on the rejection of the proposal.

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

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

- 2.17.1 In order to protect the integrity of the procurement process, bidders are advised that Elections Canada may reject a proposal in the following circumstances:
- (a) if the bidder, any of its subcontractors, or any of their respective employees or former employees was involved in any manner in the preparation of the RFP or in any situation of conflict of interest or appearance of conflict of interest;
  - (b) if the bidder, any of its subcontractors, or any of their respective employees or former employees had access to information related to the RFP that was not available to other bidders and that would, in Elections Canada’s opinion, give or appear to give the bidder an unfair advantage.
- 2.17.2 The experience acquired by a bidder who is providing or has provided the goods and services described in the RFP (or similar goods or services) will not, in itself, be considered by Elections Canada as conferring an unfair advantage or creating a conflict of interest, subject however, if such bidders trigger any of the circumstances identified in paragraphs 2.17.1(a) and (b).
- 2.17.3 Where Elections Canada intends to reject a proposal under this Section, the Contracting Authority will inform the bidder and provide the bidder an opportunity to make representations before making a final decision. Bidders who are in doubt about a particular situation should contact the Contracting Authority before the RFP closing date. By submitting a proposal, the bidder represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The bidder acknowledges that it is within Elections Canada’s sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

## **2.18 Proposal Costs**

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

## **2.19 Price Justification**

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

## **2.20 Former Public Servant**

- 2.20.1 Contracts with former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of proposals is completed, Elections Canada will inform the bidder of a time frame within which to provide the information. Failure to comply with Elections Canada's request and meet the requirement within the prescribed time frame will render the proposal non-responsive.
- 2.20.2 For the purposes of this clause,
- "former public servant" is any former member of a department as defined in the *Financial Administration Act*, R.S.C., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:
- (a) an individual;
  - (b) an individual who has incorporated;
  - (c) a partnership made of former public servants; or
  - (d) a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

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

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

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

If yes, the bidder must provide the following information:

- (a) name(s) of FPS;
- (b) date of termination of employment or retirement from the Public Service.

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

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

If yes, the bidder must provide the following information:

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

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

## 2.21 Joint Venture

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

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

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

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

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

## **2.22 Applicable Laws**

2.22.1 The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario, subject always to any paramount or applicable federal laws.

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

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

### **3.1 Proposal Preparation Instructions**

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

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

Section I: Technical Proposal (four hard copies and one soft copy on USB)

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

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

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

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

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

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

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

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

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

- (c) If printing, use an environmentally preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

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

- 3.2.1 In their technical proposal, bidders should demonstrate their understanding of the requirements contained in the RFP and explain how they will meet the requirements of the SOW and carry out the Work in a thorough, concise and clear manner.
- 3.2.2 The technical proposal should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the proposal will be evaluated which are set out in Part 8 – Technical Evaluation Criteria. Simply repeating the statement contained in the RFP is not sufficient. In order to facilitate the evaluation of the proposal, Elections Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their proposal by identifying the specific paragraph and page number where the subject topic has already been addressed.
- 3.2.3 The details of any client references requested under Part 8 – Technical Evaluation Criteria should be submitted with the proposal. If any of the required information is not submitted as requested, in the event that Elections Canada decides to contact client references, the Contracting Authority will so inform the bidder and provide the bidder with a time frame within which to meet the requirement. If the bidder fails to comply with the request of the Contracting Authority and meet the requirement within that time period, the proposal will be deemed non-responsive.

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

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

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

Bidders must submit the certifications and additional information required under Part 6 - Certifications and Additional Information.

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

### **4.1 General Evaluation Procedures**

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

### **4.2 Technical Evaluation**



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

### **4.3 Financial Evaluation**

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

### **4.4 Basis of Selection**

**selection will be the responsive proposal with the lowest evaluated price.**

- 4.4.1 A proposal must comply with all the requirements of the RFP. If it is determined that a proposal does not comply with any of the requirements of the RFP, such proposal will be declared non-responsive and will not be given further consideration.
- 4.4.2 The evaluation and selection process will be conducted in the following phases:
- Phase 1 – Mandatory Technical Evaluation
  - Phase 2 – Rated Technical Evaluation
  - Phase 3 – Financial Evaluation
  - Phase 4 – Determination of Highest Ranked Bidder

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

#### **4.4.3 Phase 1 – Mandatory Technical Evaluation**

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

#### **4.4.4 Phase 2 – Rated Technical Evaluation**

In Phase 2, the proposals that are declared responsive in Phase 1 will be evaluated against the rated technical evaluation criteria set out in Part 8 – Technical Evaluation Criteria (the "Phase 2 proposal").

If any Phase 2 proposal does not obtain the required minimum of 20 points overall for the technical evaluation criteria which are subject to point rating, such proposal will be declared non-responsive and will not be given further consideration. The rating is performed on a scale of 60 points.

#### 4.4.5 Phase 3 – Financial Evaluation

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

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

#### 4.4.6 Phase 4 – Determination of Highest Ranked Bidder

In Phase 4, the proposal declared responsive in Phases 1, 2 and 3 with the lowest evaluated price per point, as determined in accordance with the following formula, will be considered for award of a contract:

$$\frac{\text{TOTAL COST}}{\text{TOTAL TECHNICAL SCORE}} = \text{PRICE PER POINT}$$

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

## Part 5. Security, Financial and Other Requirements

### 5.1 Security Requirement

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

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

### 5.2 Insurance Requirements

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

### 5.3 Condition of Material

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

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

- 6.1** Bidders must provide the required certifications and additional information, including all annexes required under Part 6, to be awarded a contract. Elections Canada will declare a proposal non-responsive if the required certifications and additional information are not completed and submitted as requested.
- 6.2** The bidders' compliance with the certifications provided to Elections Canada is subject to verification by Elections Canada during the proposal evaluation period and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The proposal will be declared non-responsive if any certification made by the bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the proposal non-responsive.
- 6.3** The certifications and additional information should be completed and submitted with the proposal but may be submitted afterwards. If the certifications and additional information are not completed and submitted as requested, the Contracting Authority will so inform the bidder and provide the bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the proposal non-responsive.
- 6.4 Independent Proposal**
- 6.4.1 By submitting a proposal, the bidder certifies that:
- (a) they have read and understand the contents of Part 6 – Certifications and Additional Information;
  - (b) they understand that the proposal will be disqualified if any of the certifications are found not to be true and complete in every respect;
  - (c) each person whose signature appears on the proposal has been authorized by the bidder to determine the terms of, and to sign, the proposal, on behalf of the bidder;
  - (d) for the purpose of this certification and the proposal, they understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not an affiliate of the bidder, who:
    - i. has been requested to submit a proposal in response to the request for proposal;
    - ii. could potentially submit a proposal in response to the request for proposal, based on their qualification, abilities or experience;
  - (e) the bidder has:

- i. arrived at the proposal independently from, and without consultation, communication, agreement or arrangement with, any competitor; or,
  - ii. entered into consultations, communications, agreements or arrangements with one or more competitors regarding this call for proposals, and the bidder disclosed, in the attached documents complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultation, communications, agreements or arrangements;
- (f) in particular, without limiting the generality of subparagraphs (e)i. or (e)ii. above, there has been no consultation, communications, agreement or arrangement with any competitor regarding:
  - i. prices
  - ii. methods, factors or formulas used to calculate prices;
  - iii. the intention or decisions to submit, or not to submit, a proposal; or
  - iv. the submission of a proposal which does not meet the specifications of the call for proposals;

except as specifically disclosed pursuant to subparagraph (e)ii. above:

- (g) in addition, there has been no consultation, communications, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the products or services to which this call for proposals relates, except as specially authorized by the Contracting Authority or as specifically disclosed pursuant to subparagraph (e)ii. above;
- (h) the terms of the proposal have not been, and will not be, knowingly disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official proposal opening, or of the awarding of the contract, whichever comes first, unless otherwise required by law or as specially disclosed pursuant to subparagraph (e)ii. above.

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

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

- 6.5.4 The bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, before contract award. If the bidder is a joint venture, the bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the joint venture.

## 6.6 Integrity Provisions

- 6.6.1 Bidders acknowledge that, to ensure fairness, openness and transparency in the procurement process, the commission of certain acts or offences will render them ineligible to be awarded a contract. Elections Canada will declare non-responsive any proposal in respect of which the information herein requested is missing or inaccurate, or in respect of which the information contained in the certifications contemplated in this Section 6.6.1 is found to be untrue, in any respect, by Elections Canada. If it is determined, after Contract award, that the bidder made a false declaration or certification, Elections Canada will have the right to terminate for default the resulting Contract. The bidder and any of the bidder's affiliates will also be required to remain free and clear of any acts or convictions specified herein during the period of any contract arising from this solicitation. Elections Canada may verify the information provided by the bidder, including the information relating to the acts or convictions specified herein, through independent research, use of any government resources or by contacting third parties.

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

- (a) [Criminal Code of Canada](#), R.S.C. 1985, c. C-46:

- i. section 121 (Frauds on the government and contractor subscribing to election fund);
- ii. section 124 (Selling or Purchasing Office);
- iii. section 380 (Fraud committed against Her Majesty);
- iv. section 418 (Selling defective stores to Her Majesty);
- v. section 462.31 (Laundering proceeds of crime);
- vi. sections 467.11 to 467.13 (Participation in activities of criminal organization);

- (b) [Financial Administration Act](#), R.S.C. 1985, c. F-11:

- i. paragraph 80(1)(d) (False entry, certificate or return);
- ii. subsection 80(2) (Fraud against Her Majesty);
- iii. section 154.01 (Fraud against Her Majesty);

- (c) [Competition Act](#), R.S.C. 1985, c. C-34:

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

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

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

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

- (e) economic harm.

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

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

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

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

## Annex A to Part 6 - Proposal Submission Form

BIDDER INFORMATION	
Full Legal Name	Procurement Business Number (PBN) Refer to Part 2 of the RFP 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.	

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

SECURITY CLEARANCE LEVEL OF BIDDER	
This information is only required if there is a security requirement listed under Part 6 of the RFP.	
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 BIDDER'S RESOURCES	
This information is only required if there is a security requirement listed under Part 6 of the RFP.	
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 RFP 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  No

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 RFP)

The bidder, as identified above, offers to sell to the Chief Electoral Officer of Canada, 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.

<b>Signature of Authorized Representative of the Bidder</b>	
<b>Name of Authorized Representative of the Bidder</b>	
<b>Title of Authorized Representative of the Bidder</b>	
<b>Date</b>	

## Annex to Part 6

### Federal Contractor's Program for Employment Equity – Certification

The Federal Contractors Program for employment equity is intended to address employment disadvantage for the four designated groups: women, Aboriginal peoples, persons with disabilities and members of visible minorities. Further information is available on the Employment and Social Development Canada (ESDC) Website.

I, the bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Elections Canada are subject to verification at all times. I understand that Elections Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the proposal evaluation period or during the contract period. Elections Canada will have the right to ask for additional information to verify the bidder's certifications. Failure to comply with any request or requirement imposed by Elections Canada may render the proposal non-responsive or constitute a default under the Contract.

Date: \_\_\_\_\_ (If left blank, the date will be deemed to be the solicitation closing date)

1. The bidder certifies as follows (check only one of the following):

- (a)  it does not have a work force in Canada;
- (b)  it is a public sector employer;
- (c)  it is a [federally regulated employer](#) subject to the *Employment Equity Act*;
- (d)  it has a combined work force in Canada of less than 100 employees. A combined work force includes: permanent full-time, permanent part-time and temporary employees. Temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students;
- (e)  it has a combined workforce in Canada of 100 or more employees; and
  - it already has a valid and current [Agreement to Implement Employment Equity \(ESDC-LAB1168\)](#) (AIEE) in place with ESDC-Labour.

**OR**

- i.  it has submitted the [AIEE](#) to ESDC-Labour.

2. The bidder further certifies as follows (check only one of the following):

(a)  it is not a joint venture;

**OR**

(b)  it is a joint venture. In the event that the bidder is a joint venture, each member of the joint venture must provide the Contracting Authority with a completed annex Federal Contractor Program for Employment Equity – certification.

**Annex \_\_\_ to Part 6**

**COVID-19 Vaccination Requirement Certification**

I, \_\_\_\_\_ (*first and last name*), as the representative of \_\_\_\_\_ (*name of business*) pursuant to \_\_\_\_\_ (*insert solicitation number*), warrant and certify that all personnel that \_\_\_\_\_ 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;
- (c) partially vaccinated against COVID-19 for a period of up to 10 weeks from the date of their first dose and subject to temporary measures that have been presented to and approved by Elections Canada, immediately after which period the personnel will meet the conditions of (a) or (b) or will no longer access Elections Canada’s workplaces where they may come into contact with public servants under this Contract;

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.



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

## CONTRACT

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

Return one signed copy of the Contract forthwith.

### Contractor's Name and Address:

[insert LEGAL NAME of Contractor]

[insert Contractor's ADDRESS]

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

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

#### [Note to Contracting Authority]

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

#### Remit Payment To:

[insert payment recipient, if different from above]

[insert payment recipient ADDRESS]

### Contract No.:

05005-22-0831

<b>Title:</b> Warehousing and Distribution Services	<b>Effective Date:</b> [insert at contract award]
<b>Term of Contract:</b> [insert at contract award]	<b>Financial Code:</b> [insert at contract award]
<b>Total Estimated Contract Cost (incl. applicable sales tax):</b> [insert - \$XX,XXX.XX - includes Travel & Living and Other Direct Expenses]	<b>Applicable Sales Tax:</b> [insert - \$XX,XXX.XX - tax is not applied to Travel & Living or Other Direct Expenses]

### ENQUIRIES & INVOICES

#### Office of the Chief Electoral Officer of Canada

30 Victoria Street  
 Gatineau QC K1A 0M6

#### Send contract enquiries to:

[insert name at contract award]

[insert title]

Procurement and Contracting Services

#### Tel No.

[insert at contract award]

#### E-mail

Supplier@elections.ca

#### Send invoices to:

[insert name at contract award]

[insert title at contract award]

[insert sector at contract award]

#### Tel No.

[insert at contract award]

#### E-mail

email@elections.ca

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

[insert LEGAL NAME of Contractor]

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

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

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

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

### Chief Electoral Officer

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

[insert name of delegated authority]

[insert title of delegated authority]

Procurement and Contracting Services [delete if N/A]

## ARTICLES OF AGREEMENT

---

### Article 1 Interpretation

#### Section 1.01 Definitions

1.01.01 In the Contract, unless the context otherwise requires:

“Business Day”	means a day other than a Saturday, Sunday or statutory holiday in the province of Quebec;
“Effective Date”	means the date stated as the effective date on the first page of the Contract;
“General Conditions”	means the general conditions for Services attached hereto as Annex C;
“Initial Term”	has the meaning ascribed to in <b>Error! Reference source not found.</b> ;
“Pricing Table”	means the table attached hereto as Annex B;
“SPOC”	means the Contractor’s single point of contact referred to in Section 5.01;
“SOW”	means the statement of work attached hereto as Annex A and the appendices referred to therein, if any;
“Task” or “Tasks”	means the additional work set out in section 6 of the SOW;
“Task Authorization”	means the form that comprises the Task Request and Task Request Proposal once approved by the Contracting Authority and Technical Authority in accordance with Article 10, a sample of which is attached hereto as Annex F;
“Task Authorization Amendment”	has the meaning ascribed to it in Section 10.01;
“Task Request”	means a request made by the Technical Authority to the Contractor in relation to Tasks;



## ARTICLES OF AGREEMENT

---

“Task Request Amendment” has the meaning ascribed to in Section 10.03;

“Task Request Proposal” means the proposal by the Contractor in response to a Task Request containing at minimum the information set out in Subsection 10.02.02; and

“Term” means the Initial Term.

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

### Section 1.02 Priority of Documents

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

1. these Articles of Agreement;
2. Annex A – Statement of Work;
3. Annex B – Pricing Table;
4. Annex C – General Conditions – Services;
5. Annex D – Supplemental Conditions – Personal Information;
6. Annex E – Security Requirements Check List;
7. Annex F – Task Authorization Form;
8. Annex G – Fair Price Certification [if applicable]; and
9. the Contractor’s proposal, dated [insert date of proposal at contract award].

### Article 2 Statement of Work

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

---

**ARTICLES OF AGREEMENT**

---

**Article 3 Period of Contract**

**Section 3.01 Term**

- 3.01.01 The Contract period is from the Effective Date of the Contract until March 31, 2028 (the “Initial Term”).

**Article 4 Authorities**

**Section 4.01 Contracting Authority**

- 4.01.01 The Contracting Authority for the Contract is:

[insert name at contract award]

[insert title]

Procurement and Contracting Services

Elections Canada

30 Victoria Street

Gatineau QC K1A 0M6

Tel: [insert at contract award]

E-mail: Supplier@elections.ca

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

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

**Section 4.02 Technical Authority**

- 4.02.01 The Technical Authority for the Contract is:

[insert name at contract award]

Elections Canada

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

E-mail: First.Last@elections.ca

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

**ARTICLES OF AGREEMENT**

---

of the Work. Changes to the scope of the Work can be made only through a contract amendment issued by the Contracting Authority.

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

**Article 5 Contractor's Representative**

**Section 5.01 Single Point of Contact**

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

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

**[Note to Bidders]**

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

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

**Article 6 Basis of Payment**

**Section 6.01 Contract Price**

- 6.01.01 The Contractor will be paid for the Work in accordance with the Pricing Table, applicable sales tax extra, if applicable.

**ARTICLES OF AGREEMENT**

---

**Section 6.02 Limitation of Expenditure**

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

6.02.02 No increase in the total liability of Elections Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any services that would result in Elections Canada’s total liability being exceeded before obtaining the written approval of the Contracting Authority.

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

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

whichever comes first.

6.02.03 If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Elections Canada’s liability.

**Section 6.03 Applicable Sales Tax**

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

**Article 7 Information Reporting**

**Section 7.01 Form T1204**

7.01.01 Pursuant to paragraph 221 (1)(d) of the Income Tax Act, R.S. 1985, c. 1 (5th Supp.),

## ARTICLES OF AGREEMENT

---

payments made by departments and agencies, which includes Elections Canada, to contractors under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T1204 Government Service Contract Payments slip.

7.01.02 To enable Elections Canada to comply with this requirement, the Contractor must provide the following information within 15 calendar days following the award of the Contract:

- (a) the legal name of the Contractor, i.e. the legal name associated with its business number or Social Insurance Number (SIN), as well as its address and postal code;
- (b) the status of the Contractor, i.e. an individual, a sole proprietorship, a corporation, or a partnership;
- (c) the business number of the Contractor if the Contractor is a corporation or a partnership and the SIN if the Contractor is an individual or a sole proprietorship. In the case of a partnership, if the partnership does not have a business number, the partner who has signed the Contract must provide its SIN; and
- (d) in the case of a joint venture, the business number of all parties to the joint venture who have a business number or their SIN if they do not have a business number.

7.01.03 The information must be sent to the Contracting Authority. If the information includes a SIN, the information should be provided in an envelope marked "PROTECTED".

### **Article 8 Payment and Invoices**

#### **Section 8.01 Payment**

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

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

#### **Section 8.02 Invoices**

8.02.01 The Contractor must submit invoices in accordance with the section entitled "Invoice

## ARTICLES OF AGREEMENT

---

Submission” of the General Conditions. Invoices cannot be submitted until all Work identified in the invoice is completed.

- 8.02.02 Each invoice must be supported by:
- (a) a copy of time sheets to support the time claimed if the basis of payment set out in Article 5 is based on hourly or per diem rates;
  - (b) any other documents or progress reports as specified in the Contract to substantiate the Work performed; and
  - (c) a copy of the invoices, original receipts, and vouchers for all authorized travel and living expenses and other direct expenses.
- 8.02.03 The original and one copy of each invoice along with one copy of the supporting documentation identified in Subsection 8.02.02 must be forwarded to the address shown on page 1 of the Contract for certification and payment.

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

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

- 9.01.01 Elections Canada’s facilities, equipment, documentation and personnel are not automatically at the disposal of the Contractor. If access to government premises, computer systems (micro computer network), working space, telephones, terminals or documentation is required by the Contractor to perform the Work, the Contractor must advise the Contracting Authority of the need for such access in a timely fashion. If the Contractor’s request for access is approved by Elections Canada and arrangements are made to provide access to the Contractor, the Contractor, its subcontractors, agents and employees must comply with all the conditions applicable at the Work site. The Contractor must further ensure that the facilities and equipment are used solely for the performance of the Contract.

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

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

### **Article 10 Tasking**

#### **Section 10.01 Additional Tasks**

## ARTICLES OF AGREEMENT

---

- 10.01.01 The Technical Authority may request that the Contractor provide Tasks on an "as and when requested basis". All Task Requests shall be authorized by both the Contracting Authority and the Technical Authority in accordance with this Article.
- 10.01.02 Task Requests shall be prepared using the sample Task Authorization attached hereto as Annex F.

### Section 10.02 Authorization Process

#### 10.02.01 Step 1

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

#### 10.02.02 Step 2

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

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

The Task Request Proposal shall include the following:

- (a) a detailed description of the Tasks to be performed;
- (b) the price proposal, which shall be computed in accordance with the basis of payment provisions of this Contract and Annex B – Pricing Table, and acceptable price support and price breakdown including a breakdown by category of resource types;
- (c) an estimate of level of effort required, per category, as applicable;
- (d) start and completion date(s) of the Task;
- (e) a request number (serialized coding for new activity traceability), including original documents and amendments;
- (f) the Contract number;
- (g) an estimate or actual cost for the Task;
- (h) whether the Task will be performed by the Contractor or a sub-contractor;
- (i) contact information, including names, locations and telephone numbers;

## ARTICLES OF AGREEMENT

---

- (j) a timeframe within which the Task Request must be approved to meet the proposed deliverable dates; and
- (k) any other supporting details.

### 10.02.03 Step 3

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

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

### 10.02.04 Step 4

The Contracting Authority must approve the Task Request Proposal. If the Contracting Authority determines that the Task Request Proposal will result in the limitation of expenditure set-out in Section 6.02 being exceeded, an amendment to the Contract must be signed prior to the approval of the Task Request Proposal.

### Section 10.03 Task Request Amendment

- 10.03.01 Any changes required to a Task Request (“Task Request Amendment”) must be authorized in writing by both the Contracting Authority and the Technical Authority and is subject to written concurrence by the Contractor. The new Task Request shall highlight the required amendments.
- 10.03.02 If the Contracting Authority determines that the Task Request Amendment will result in the limitation of expenditure set-out in Section 6.02 being exceeded, an amendment to the Contract must be signed prior to the approval of the Task Request Amendment.

#### [Note to the Contracting Authority]

Elections Canada may revise a Task Authorization that it originally authorized, under Section 10.04 Task Authorization Amendment, subject to the work being within the scope and value of the Contract as well as within the limits set in the Contract. Any revision to the Task Authorization is



## ARTICLES OF AGREEMENT

subject to concurrence by the Contractor.

An authorized Task Authorization may be revised to either reduce an activity (or activities) or to cancel the task in its entirety, however a Task Authorization cannot be revised to terminate a task. In situations when the Contractor is in default or for the convenience of Elections Canada, the termination provisions in accordance with the General Conditions will apply. Such matters must first be referred to a Senior Advisor or the Assistant Director for approval.

### Section 10.04 Task Authorization Amendment

- 10.04.01 Any changes required to a Task Authorization (“Task Authorization Amendment”) must be authorized in writing by both the Contracting Authority and the Technical Authority and is subject to written concurrence by the Contractor. The new Task Authorization shall highlight the amendments.
- 10.04.02 If the Contracting Authority determines that the Task Authorization Amendment will result in the limitation of expenditure set-out in Section 6.02 being exceeded, an amendment to the Contract must be signed prior to the approval of the Task Authorization Amendment.

### Section 10.05 Task Completion and Task Closure Procedures

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

### Section 10.06 Task Payment

- 10.06.01 Any adjustment to the Contract price that results from any agreed Task in

**ARTICLES OF AGREEMENT**

---

accordance with this Article shall be paid in the manner set out in the Contract.

- 10.06.02 Elections Canada’s obligation with respect to the portion of the Work under the Contract that is performed through Task Authorizations is limited to the total amount of the actual Tasks performed by the Contractor.

**Article 11 Security Requirement**

**Section 11.01 Security Requirement**

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

**Article 12 Insurance**

**Section 12.01 Insurance**

- 12.01.01 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 13 Applicable Laws**

**Section 13.01 Applicable Laws**

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

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

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

**Article 14 Certificates**

**Section 14.01 Certificates**

- 14.01.01 Compliance with the certifications provided by the Contractor in its proposal (the

**ARTICLES OF AGREEMENT**

---

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

**Section 14.02 Federal Contractors Program**

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

**[Note to Bidders]**

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

**Section 14.03 Fair Price Certification**

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

**Article 15 Foreign Nationals**

**[Note to Bidders]**

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

**OPTION 1 – Canadian Contractors**

**Section 15.01 Canadian Contractors**

**ARTICLES OF AGREEMENT**

---

15.01.01 The Contractor must comply with Canadian immigration requirements applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Service Canada regional office to enquire about 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 – Foreign Contractors**

**Section 15.02 Foreign Contractors**

15.02.01 The Contractor must comply with Canadian immigration legislation 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 Canadian Embassy, Consulate or High Commission in the Contractor’s country to obtain instructions, information on Citizenship and Immigration Canada’s requirements and any required documents. The Contractor is responsible to ensure that foreign nationals have the required information, documents and authorizations before performing any work under the Contract in Canada. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

**Article 16 Access to Information**

**Section 16.01 Access to Information**

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

**[Note to Bidders]**

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

---

**ARTICLES OF AGREEMENT**

---

**Article 17 Joint Venture**

**Section 17.01 Joint Venture Contractor**

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

[Insert at contract award]

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

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

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

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

17.01.04 The Contractor acknowledges that any change in the membership of the joint venture (i.e., a change in the number of members or the substitution of another legal entity for an existing member) constitutes an assignment and is subject to the assignment provisions of the General Conditions.

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

**Article 18 Media Requests**

**Section 18.01 Media Requests**

18.01.01 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 Contract and shall inform the Contracting Authority in writing

## ARTICLES OF AGREEMENT

---

as soon as reasonably possible of any media requests related to the Contract or to the Work performed under the Contract. Elections Canada, at its discretion, will participate and/or provide input to the communication, the public event or public release, but will not unreasonably delay any such activities.



## Warehousing and Distribution Services

---

### Annex A

### Statement of Work (SOW)

**PART I – INTERPRETATION**

**1. DEFINITIONS**

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

440 Coventry	means EC’s distribution centre located at 440 Coventry Rd, Ottawa ON
CEA	means the <i>Canada Elections Act</i> , S.C. 2000, c. 9, as amended from time to time
CEO	means the Chief Electoral Officer of Canada
Contractor’s Resource	means the individual(s) performing the Work
EC	means the Office of the CEO, commonly known as Elections Canada
ECHQ	means EC’s offices located at 30 Victoria Street, Gatineau, QC
Election Day	means the date for voting in an Electoral Event
Election Personnel	means any individuals working for or on behalf of EC, EC staff and EC contractors, excluding the Contractor, for the purposes of this Contract
Electoral Event	means general elections, by-elections, and federally-organized referendums. The CEA states that an Electoral Event must last a minimum of 37 days. For the purpose of this SOW, an Electoral Event commences when the writ is issued and concludes on Election Day
Peak Period	Means the period of time occurring one (1) year prior to an imminent Electoral Event and concluding six (6) months after Elections Day

**2. EC MANDATE**



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

### **3. INTRODUCTION**

- 3.01. EC requires additional warehousing space to manage and store all the material generated before and following an Electoral Event. The warehousing and distribution services include the provision of suitable, accessible, dry and secure space for storage of material, the material handling equipment, and warehousing aids necessary for efficient and safe handling of EC owned material, distribution, transportation, management, and additional services as detailed herein.

## **PART II – OVERVIEW**

### **4. PROJECT BACKGROUND**

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

### **5. OBJECTIVE**

- 5.01. EC requires warehousing and distribution services within the National Capital Region on an “as and when requested” basis.

- 5.02. The Contractor must take into account the fluctuating nature of EC's warehousing and distribution needs for which a peak period occurs during each Electoral Event or anticipated Electoral Event.

### **PART III – SCOPE OF WORK**

#### **6. SERVICES**

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

- 6.01. To receive, inspect, record, and store material, such as but not limited to, paper goods, office furniture, and computers contained on shrink-wrapped skids or sealed monotainers.
- 6.02. If and when requested by the Technical Authority and in accordance with the Task Authorization process set out in Section 10.02 of the Articles of Agreement, to pick-up and pack, address, and transport material to designated location(s) on behalf of EC, using the mode of transport directed by EC.
- 6.03. To make annual and special physical inventory counts of any or all identified user material stored, to the level of precision requested by the Technical Authority, as and when requested. All authorized inventory taking will be chargeable, and records of inventory taking will be provided to the authorizing Project Authority of EC.
- 6.04. If and when requested by the Technical Authority and in accordance with the Task Authorization process set out in Section 10.02 of the Articles of Agreement, to provide a local pickup and delivery service, within the National Capital Region area, solely for goods stored or to be stored in the Contractor's facility. Must be able to demonstrate capacity of, or access to, an appropriate range of transportation vehicles meeting client needs, including enclosed 5-tonne trucks (cube vans) and tractor-trailers (semis) capable of hauling conventional shipping containers and trailers (standard trailer/container lengths will include, but are not limited to, 20 feet, 40 feet, and 53 feet).
- 6.05. If and when requested by the Technical Authority and in accordance with the Task Authorization process set out in Section 10.02 of the Articles of Agreement, to pick up goods from their facility and deliver them to EC at 440 Coventry within 24 hours.
- 6.06. To store Information Technology (IT) equipment on racks.
- 6.07. When goods arrive at their warehouse(s), the Contractor should obtain a list of arrived items from EC; when goods are removed from their warehouse(s), the

- Contractor should obtain a list of removed items from EC. At all times, the contractor should maintain an updated list of all items stored at their warehouse(s) for EC.
- 6.08. The Contractor must provide reports for all equipment arriving at their warehouse(s), including serial number and barcode number to track delivery.
- 6.09. The Contractor must provide the monthly inventory listing of all items in storage with their monthly invoice at no additional cost.
- 6.10. The Contractor must be able to deliver goods from their facility to 440 Coventry on a daily basis and to include a packing slip with all deliveries. The packing slip should record all applicable information from the following: shipment number, method of wrapping, barcode, and serial number.
- 6.11. Most requests for services will occur during normal working hours – from 08:00 to 16:00, Monday to Friday. The Contractor must make provisions for service requests, before and after the normal working hours, on weekends and statutory holidays on an “as and when requested” basis.

### **Warehousing Facility**

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

- 6.12. The proposed warehousing facility or facilities must have available a combined minimum of 130,000 cubic feet and each facility must at least have 43,200 cubic feet available. 43,200 cubic feet = 675 monotainers to be stored in racks or to a maximum of four (4) high in an open space. The facilities must be within a radius of 40 kilometres (km) of the Distribution Centre.
- 6.13. During a general election or referendum period, the Contractor must be able to accommodate within 20 business days an additional requirement of up to 130,000 cubic feet within a radius of 40 kilometres (km) for a period of up to one (1) year before the event and up to six (6) months following the event.
- 6.14. In special circumstances such as during a pandemic where there are additional material needs, the contractor must be able to provide additional storage up to 192,000 cubic feet (300 monotainers)
- 6.15. The warehouse must be in a good state of repair, have adequate lighting, pass an inspection and receive approval from EC. The inspection will be carried out by the technical authority, a representative from EC Security, and at least one (1) other EC employee during a site visit before the contract award (See 6.26).
- 6.16. The warehouse must have controls to maintain stable temperature and humidity that are appropriate for the safe storage of printed and audio-visual materials (digital

storage) including a variety of business forms. The temperature and humidity levels must meet the industry best practices and must retain integrity of the material as it was provided.

- 6.17. The warehouse must be equipped with an alarm system for after-hours security, monitored by a security service company.
- 6.18. The warehouse space must be laid out for aisles.
- 6.19. The racked area must be able to accommodate pallets measuring forty-eight (48) inches by forty-two (42) inches and up to fifty-four (54) inches in height.
- 6.20. The racked area must be able to accommodate Canada Post or Elections Canada monotainers measuring fifty inches long, by forty-two inches wide, by forty-four inches high (50" x 42" x 44").
- 6.21. The floor locations must have sufficient capacity to hold stacks of monotainers of the dimensions listed in 6.20 up to four (4) high.
- 6.22. All doors of the building must be equipped with adequate locking devices. Access to the doors must not be blocked.
- 6.23. The warehouse must have at least two (2) receiving and shipping docks that are adjacent to the warehouse and of sufficient height and sufficient space (industry standard) to accommodate 5-tonne cube vans, large trucks, shipping containers, and semi-trailers up to 53 feet.
- 6.24. The warehouse premises must be protected by a fire detection system and fire suppression system.
- 6.25. A valid certificate from the fire department of the city or municipal jurisdiction (whichever applies) must be in place. The facility must comply with all fire safety measures established by the CSA.
- 6.26. A site visit will be conducted by the Business Owner of the EC requirement and a person from the EC Security sector before the issuance of the contract. If the warehouse proposed by the first qualified bidder(s) does not meet all of the specifications defined in the SOW in Articles 6.01 to 6.40, no contract will be issued to the first qualified bidder, and the next qualified bidder will be considered. This process will continue until the selection of a fully compliant, successful bidder.
- 6.27. The Contractor must notify EC of any change in its warehouse location at least ninety (90) days in advance of any proposed change. The new facility must be located within the forty (40) kilometre radius of the original warehouse facility and must meet all

specification and standards set out in Part III, Scope of the Work, Articles 6.01 to 6.45, and must be agreed to in writing by EC.

- 6.28. No changes in the location of warehousing facilities will be made by the Contractor during a peak period without the written consent of the Technical Authority. Restrictions or limitations may be applied at the Technical Authority's discretion. The warehousing facilities must remain the same from the day the first electoral event material is stored prior to the polling day.
- 6.29. After an event, the facility or facilities proposed by the contractor must remain the same from the day the first post-event material is stored after polling day and up to six (6) months thereafter.
- 6.30. If a contract is issued, the Contractor must arrange and complete the transportation of all EC material to their facility within thirty (30) days of the contract award date. EC will bear the costs of storage, staging, and transfer of material.

#### **Warehouse Equipment and Handling Aids**

- 6.31. The contractor must provide the warehouse equipment and handling aids. All equipment must be in good operational condition during the term of the contract. The equipment required by EC includes, but may not be limited to, the following:
  - 6.32. A powered forklift capable of reaching the highest location in the warehouse.
  - 6.33. A power forklift or "docker" for use in loading and unloading, capable of transporting palletized material in and out of transport vans and stacking pallets. Multiple pieces of equipment can be used to fulfill the task-sets included in this requirement.
  - 6.34. Sufficient equipment to load or unload a minimum of two (2) trucks simultaneously.
  - 6.35. An automatic, semi-automatic, or manual stretch wrap machine must be available to "unitize" all pallet loads prior to shipping.

#### **Warehouse Safekeeping Practices**

- 6.36. The contractor must meet industry standards and current government regulations applicable to warehousing and must follow good warehousing practices, e.g. stacks away from the wall, active warehousing, good housecleaning program, rodent and pest control program, good lighting, etc.
- 6.37. Access to EC items stored in the Contractor's facilities must be restricted to the Contractor's authorized personnel and to the EC Identified Users only. During working hours, the doors to the warehouse must be either locked or supervised.

- 6.38. The Contractor must demonstrate their capability to provide access to an established electronic inventory management system for all EC products.
- 6.39. Telephone communication with the Contractor's warehouse must always be available during normal working hours.
- 6.40. EC Identified Users must be allowed free access to the Contractor's warehouse for the purpose of inspecting their material. Visits are to be by appointment and must be during normal working hours, except during a peak period. Any necessary labour by the Contractor's personnel, such as making material accessible for examination or inspection by lowering from upper storage levels, will be charged at the specified hourly labour rate. EC will provide, on request from the Contractor, a list of personnel authorized to inspect their material and may approve visits by other staff members on specific occasions. The Contractor will provide customer parking at no cost.

### **The Responsibilities of Elections Canada**

EC will be responsible for the following:

- 6.41. To supply the Contractor with all the necessary documentation required for the receipt of Elections Canada materials to be warehoused.
- 6.42. To supply the Contractor with any relevant information or documentation that may be required for the shipment of the goods to different consignees, such as consignee's name, shipping address, method of transportation, and deadline.
- 6.43. To inform the Contractor as soon as possible of any urgent requirements that could require overtime and extra resources.
- 6.44. All transportation costs incurred by the Contractor for shipments authorized by EC.
- 6.45. The inspection and quality control of all material received.

<b>PART IV – PARAMETERS</b>
-----------------------------

### **7. LOCATION OF WORK**

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

### **8. OFFICIAL LANGUAGES**

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



## Warehousing and Distribution Services

---

### Annex B Pricing Table

**Pricing Table**

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

<b>Service Item Needed</b>	<b>Rates Initial year of the contract</b> (Contract awarded to March 31, 2023)	<b>Rates Second year of contract</b> (April 1, 2023 to March 31, 2024)	<b>Rates Third year of contract</b> (April 1, 2024 to March 31, 2025)	<b>Rates Fourth year of contract</b> (April 1, 2025 to March 31, 2026)	<b>Rates Fifth year of contract</b> (April 1, 2026 to March 31, 2027)	<b>Rates Sixth year of contract</b> (April 1, 2027 to March 31, 2028)
STORAGE (All inclusive, including provision of reports)	\$ [insert at Contract Award] /cubic foot/month	\$ [insert at Contract Award] /cubic foot/month	\$ [insert at Contract Award] /cubic foot/month	\$ [insert at Contract Award] /cubic foot/month	\$ [insert at Contract Award] /cubic foot/month	\$ [insert at Contract Award] /cubic foot/month
EVENT STORAGE (All inclusive, including provision of reports) <b>*Projected (timeline may vary)</b>	\$ [insert at Contract Award] /cubic foot/month		\$ [insert at Contract Award] /cubic foot/month			
WAREHOUSING HANDLING (Receiving, inspecting (ensure proper shipping norms), recording, (including unpacking and uncrating), picking orders)	\$ [insert at Contract Award] firm all-inclusive hourly rate	\$ [insert at Contract Award] firm all-inclusive hourly rate	\$ [insert at Contract Award] firm all-inclusive hourly rate	\$ [insert at Contract Award] firm all-inclusive hourly rate	\$ [insert at Contract Award] firm all-inclusive hourly rate	\$ [insert at Contract Award] firm all-inclusive hourly rate
WAREHOUSING HANDLING OVERTIME on weekdays	\$ [insert at Contract Award] firm all-inclusive hourly rate	\$ [insert at Contract Award] firm all-inclusive hourly rate	\$ [insert at Contract Award] firm all-inclusive hourly rate	\$ [insert at Contract Award] firm all-inclusive hourly rate	\$ [insert at Contract Award] firm all-inclusive hourly rate	\$ [insert at Contract Award] firm all-inclusive hourly rate



WAREHOUSING HANDLING OVERTIME on weekends	\$ [insert at Contract Award] firm all-inclusive hourly rate	\$ [insert at Contract Award] firm all-inclusive hourly rate	\$ [insert at Contract Award] firm all-inclusive hourly rate	\$ [insert at Contract Award] firm all-inclusive hourly rate	\$ [insert at Contract Award] firm all-inclusive hourly rate	\$ [insert at Contract Award] firm all-inclusive hourly rate
WAREHOUSING HANDLING OVERTIME on statutory holidays	\$ [insert at Contract Award] firm all-inclusive hourly rate	\$ [insert at Contract Award] firm all-inclusive hourly rate	\$ [insert at Contract Award] firm all-inclusive hourly rate	\$ [insert at Contract Award] firm all-inclusive hourly rate	\$ [insert at Contract Award] firm all-inclusive hourly rate	\$ [insert at Contract Award] firm all-inclusive hourly rate
TRANSPORTATION Local delivery (one person and one vehicle)	\$ [insert at Contract Award] firm all-inclusive hourly rate	\$ [insert at Contract Award] firm all-inclusive hourly rate	\$ [insert at Contract Award] firm all-inclusive hourly rate	\$ [insert at Contract Award] firm all-inclusive hourly rate	\$ [insert at Contract Award] firm all-inclusive hourly rate	\$ [insert at Contract Award] firm all-inclusive hourly rate
TRANSPORTATION Local delivery (one person and one vehicle) on weekends	\$ [insert at Contract Award] firm all-inclusive hourly rate	\$ [insert at Contract Award] firm all-inclusive hourly rate	\$ [insert at Contract Award] firm all-inclusive hourly rate	\$ [insert at Contract Award] firm all-inclusive hourly rate	\$ [insert at Contract Award] firm all-inclusive hourly rate	\$ [insert at Contract Award] firm all-inclusive hourly rate
TRANSPORTATION Local delivery (one person and one vehicle) on statutory holidays	\$ [insert at Contract Award] firm all-inclusive hourly rate	\$ [insert at Contract Award] firm all-inclusive hourly rate	\$ [insert at Contract Award] firm all-inclusive hourly rate	\$ [insert at Contract Award] firm all-inclusive hourly rate	\$ [insert at Contract Award] firm all-inclusive hourly rate	\$ [insert at Contract Award] firm all-inclusive hourly rate
TAKING PHYSICAL INVENTORY AS REQUESTED BY THE IDENTIFIED USER	\$ [insert at Contract Award] firm all-inclusive hourly rate	\$ [insert at Contract Award] firm all-inclusive hourly rate	\$ [insert at Contract Award] firm all-inclusive hourly rate	\$ [insert at Contract Award] firm all-inclusive hourly rate	\$ [insert at Contract Award] firm all-inclusive hourly rate	\$ [insert at Contract Award] firm all-inclusive hourly rate

Amount attributed for each year of the contract	<b>[\$insert at Contract Award]</b>
Peak Period - One	<b>[\$insert at Contract Award]</b>
Peak Period - Two	<b>[\$insert at Contract Award]</b>

**TO A MAXIMUM OF \$[insert at Contract Award] (applicable sales tax excluded)**

All payments are subject to Government Audit.

**Annex C**  
**General Conditions**  
***Services***

**Article 1 Interpretation**

**Section 1.01 Definitions**

1.01.01 In the Contract, unless the context otherwise requires:

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

authorized to act on his behalf;

“Party”	means Elections Canada, the Contractor, or any other signatory to the Contract and “Parties” means all of them;
“Specifications”	means the description of the essential, functional or technical requirements of the Work in the Contract, including the procedures for determining whether the requirements have been met; and
“Work”	means all the activities, services, goods, equipment, matters and things required to be done, delivered or performed by the Contractor under the Contract.

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

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

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

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

### **Section 1.04 Severability**

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

### **Section 1.05 Entire Agreement**

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

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

## **Section 2.01 Representation and Warranties**

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

## **Article 3 Work**

### **Section 3.01 Specification**

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

the Contractor only for the purpose of performing the Work.

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

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

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

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

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

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

- 3.04.01 All the Work is subject to inspection and acceptance by Elections Canada. Inspection and acceptance of the Work by Elections Canada do not relieve the Contractor of its responsibility for defects or other failures to meet the requirements of the Contract.

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

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

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

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

## **Article 4 Subcontracts**

### **Section 4.01 Consent**

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

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

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

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

### **Section 5.01 No Tolerance**

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

## **Article 6 Payment**

### **Section 6.01 Invoice Submission**

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



reference numbers, shipment charges and any other additional charges.

- 6.01.03 Applicable sales tax must be specified on all invoices as a separate item together with the corresponding registration number issued by the appropriate tax authority. All items that are zero-rated, exempt or to which no sales tax applies, must be identified as such on all invoices.
- 6.01.04 By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

### **Section 6.02 Payment Period**

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

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

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

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

- 6.04.01 For the purpose of this Section:

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

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

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

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

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

## **Article 7 Accounts and Audit**

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

- 7.01.01 The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.
- 7.01.02 If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.
- 7.01.03 Unless Elections Canada has consented in writing to its disposal, the Contractor must retain all the information described in this Article for six years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Elections Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Elections Canada may from time to time require to perform a complete audit of the Contract.
- 7.01.04 The amount claimed under the Contract, calculated in accordance with the basis of payment provision in the Articles of Agreement, is subject to audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Elections Canada. Elections Canada may hold back, deduct and set off any credits owing and unpaid under this Article from any money that Elections Canada owes to the Contractor at any time (including under other contracts). If Elections Canada does not choose to exercise this right at any given time, Elections Canada

does not lose this right.

## **Article 8 Taxes**

### **Section 8.01 Municipal Taxes**

Municipal Taxes do not apply.

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

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

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

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

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

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

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

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

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

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

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

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

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

- 8.06.01 If there is any change to any tax or duty payable to any level of government in Canada after the bid submission date that affects the costs of the Work to the Contractor, the Contract Price will be adjusted to reflect the increase or decrease in the cost to the Contractor.
- 8.06.02 However, there will be no adjustment for any change that increases the cost of the Work to the Contractor if public notice of the change was given before bid submission date in sufficient detail to have permitted the Contractor to calculate the effect of the change on its cost. There will be no adjustment if the change takes effect after the date required by the Contract for delivery of the Work.

## **Section 8.07 Applicable Sales Tax**

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

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

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

## **Article 9 Transportation**

### **Section 9.01 Transportation Costs**

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

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

In light of the federal government's policy of underwriting its own risks, Elections Canada is precluded to pay for insurance or valuation charges for transportation beyond the point at which ownership of goods passes to it (determined by the FOB point or Incoterms). Where increased carrier liability is available without charge, the Contractor must obtain the increased liability for shipment.

## **Article 10 Ownership**

- 10.01.01 Unless provided otherwise in the Contract, the Work or any part of the Work belongs to

Elections Canada after delivery and acceptance by or on behalf of Elections Canada.

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

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

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

#### **Article 12 Liability**

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Elections Canada or any third party. Elections Canada is liable for any damage caused by Elections Canada, its employees or agents to the Contractor or any third party. The Parties agree that

no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement or specifically provided for in any supplemental general conditions that form part of the Contract. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

## **Article 13 Confidentiality**

### **Section 13.01 Confidentiality**

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

permitted uses defined under Elections Canada Contract No. (fill in Contract Number)". Elections Canada will not be liable for any unauthorized use or disclosure of information that could have been so marked or identified and was not.

- 13.01.06 If the Contract, the Work, or any information referred to in Subsection 13.01.01 is identified as TOP SECRET, SECRET, CONFIDENTIAL, or PROTECTED by Elections Canada, the Contractor must at all times take all measures reasonably necessary for the safeguarding of the material so identified, including those set out in the PWGSC Industrial Security Manual and its supplements and any other instructions issued by Canada.
- 13.01.07 If the Contract, the Work, or any information referred to in Subsection 13.01.01 is identified as TOP SECRET, SECRET, CONFIDENTIAL, or PROTECTED, by Elections Canada, representatives of Elections Canada are entitled to inspect the Contractor's premises and the premises of a subcontractor at any tier for security purposes at any time during the term of the Contract. The Contractor must comply with, and ensure that any subcontractor complies with, all written instructions issued by Elections Canada dealing with the material so identified, including any requirement that employees of the Contractor or of any subcontractor execute and deliver declarations relating to reliability screenings, security clearances and other procedures.

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

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

## **Article 14 Copyright**

### **Section 14.01 Copyright**

- 14.01.01 In this Section, "Material" means anything that is created by the Contractor as part of the Work under the Contract, that is required by the Contract to be delivered to Elections Canada and in which copyright subsists. "Material" does not include anything created by the Contractor before the date of the Contract.
- 14.01.02 Copyright in the Material belongs to Elections Canada and the Contractor must include the copyright symbol and either of the following notice on the Material: © Her Majesty the Queen in right of Canada (year) or © Sa Majesté la Reine du chef du Canada (année).
- 14.01.03 The Contractor must not use, copy, divulge or publish any Material except as is necessary to perform the Contract. The Contractor must execute any conveyance and other documents relating to copyright in the Material as Elections Canada may require.
- 14.01.04 The Contractor must provide at the request of Elections Canada a written permanent waiver of moral rights, in a form acceptable to Elections Canada, from every author that contributed

to the Material. If the Contractor is the author of the Material, the Contractor permanently waives its moral rights in the Material.

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

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

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

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



applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software:

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

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

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

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

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

#### **Article 16 Excusable Delay**

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

- (a) is beyond the reasonable control of the Contractor;
- (b) could not reasonably have been foreseen;
- (c) could not reasonably have been prevented by means reasonably available to the Contractor; and
- (d) occurred without the fault or neglect of the Contractor, will be considered an

“Excusable Delay” if the Contractor advises the Contracting Authority of the occurrence of the delay or of the likelihood of the delay as soon as the Contractor becomes aware of it.

- 16.01.02 Within 15 Business Days of an Excusable Delay, the Contractor must:
- (a) provide written notice to the Contracting Authority of all the circumstances relating to such Excusable Delay; and
  - (b) provide for approval to the Contracting Authority within 15 Business Days a clear work around plan explaining in detail the steps that the Contractor proposes to take in order to minimize the impact of the event causing the delay.
- 16.01.03 Any delivery date or other date that is directly affected by an Excusable Delay will be postponed for a reasonable time that will not exceed the duration of the Excusable Delay.
- 16.01.04 However, if an Excusable Delay has continued for 30 calendar days or more, the Contracting Authority may, by giving notice in writing to the Contractor, terminate the Contract. In such a case, the Parties agree that neither will make any claim against the other for damages, costs, expected profits or any other loss arising out of the termination or the event that contributed to the Excusable Delay. The Contractor agrees to repay immediately to Elections Canada the portion of any advance payment that is unliquidated at the date of the termination.
- 16.01.05 Unless Elections Canada has caused the delay by failing to meet an obligation under the Contract, Elections Canada will not be responsible for any costs incurred by the Contractor or any of its subcontractors or agents as a result of an Excusable Delay.
- 16.01.06 If the Contract is terminated under this Article, the Contracting Authority may require the Contractor to deliver to Elections Canada, in the manner and to the extent directed by the Contracting Authority, any completed parts of the Work not delivered and accepted before the termination and anything that the Contractor has acquired or produced specifically to perform the Contract. Elections Canada will pay the Contractor:
- (a) the value, of all completed parts of the Work delivered to and accepted by Elections Canada, based on the Contract Price, including the proportionate part of the Contractor’s profit or fee included in the Contract Price; and
  - (b) the Cost to the Contractor that Elections Canada considers reasonable in respect of anything else delivered to and accepted by Elections Canada.

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

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

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

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

- 18.01.01 If the Contractor is in default in carrying out any of its obligations under the Contract, the Contracting Authority may, by giving written notice to the Contractor, terminate for default the Contract or part of the Contract. The termination will take effect immediately or at the expiration of a cure period specified in the notice, if the Contractor has not cured the default to the satisfaction of the Contracting Authority within that cure period.
- 18.01.02 If the Contractor becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or takes the benefit of any statute relating to bankrupt or insolvent debtors, or if a receiver is appointed under a debt instrument or a receiving order is made against the Contractor, or an order is made or a resolution passed for the winding down of the Contractor, the Contracting Authority may, to the extent permitted by the laws of Canada, by giving written notice to the Contractor, immediately terminate for default the Contract or part of the Contract.
- 18.01.03 If Elections Canada gives notice under Subsection 18.01.01 or 18.01.02, the Contractor will have no claim for further payment except as provided in this Article. The Contractor will be

liable to Elections Canada for all losses and damages suffered by Elections Canada because of the default or occurrence upon which the notice was based, including any increase in the cost incurred by Elections Canada in procuring the Work from another source. The Contractor agrees to repay immediately to Elections Canada the portion of any advance payment that is unliquidated at the date of the termination.

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

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

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

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

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

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

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

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

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

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

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

#### **Article 20 Assignment**

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

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

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

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

#### **Article 22 Amendments and Waivers**

##### **Section 22.01 Amendment**

22.01.01 To be effective, any amendment to the Contract must be done in writing by the Contracting Authority and the authorized representative of the Contractor.

22.01.02 While the Contractor may discuss any proposed modifications to the Work with other representatives of Elections Canada, Elections Canada will not be responsible for the cost of any modification unless it has been incorporated into the Contract in accordance with Subsection 22.01.01.

### **Section 22.02 Waiver**

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

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

## **Article 23 Codes**

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

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

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

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

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

### **Section 24.01 No Bribe**

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

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

24.02.01 The Contractor must not influence, seek to influence or otherwise take part in a decision of Elections Canada knowing that the decision might further its private interest. The Contractor must have no financial interest in the business of a third party that causes or would appear

to cause a conflict of interest in connection with the performance of its obligations under the Contract. If such a financial interest is acquired during the period of the Contract, the Contractor must immediately declare it to the Contracting Authority.

- 24.02.02 The Contractor warrants that, to the best of its knowledge after making diligent inquiry, no conflict exists. In the event the Contractor becomes aware of any matter that causes or is likely to cause a conflict in relation to the Contractor's performance under the Contract, the Contractor must immediately disclose such matter to the Contracting Authority in writing.
- 24.02.03 If the Contracting Authority is of the opinion that a conflict exists as a result of the Contractor's disclosure or as a result of any other information brought to the Contracting Authority's attention, the Contracting Authority may require the Contractor to take steps to resolve or otherwise deal with the conflict or, at its entire discretion, terminate the Contract for default. Conflict means any matter, circumstance, interest, or activity affecting the Contractor, its personnel or subcontractors, which may or may appear to impair the ability of the Contractor to perform the Work diligently and independently.

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

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

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

- 26.01.01 Persons in Canada, and Canadians outside of Canada, are bound by economic sanctions imposed by Canada. As a result, Elections Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to economic sanctions.
- 26.01.02 The Contractor must not supply to Elections Canada any goods or services which are subject to economic sanctions.
- 26.01.03 The Contractor must comply with changes to the regulations imposed during the period of the Contract. The Contractor must immediately advise Elections Canada if it is unable to perform the Work as a result of the imposition of economic sanctions against a country or

person or the addition of a good or service to the list of sanctioned goods or services. If the Parties cannot agree on a work around plan, the Contract will be terminated for the convenience of Elections Canada in accordance with Article 19 .

#### **Article 27 Notice**

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

#### **Article 28 Survival**

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

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

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

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

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

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



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

**Article 1 Interpretation**

1.01.01 In the Contract, unless the context otherwise requires,

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

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

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

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

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

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

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

**Article 3 - Use of Personal Information**

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

**Article 4 - Collection of Personal Information**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **Article 10 - Audit**

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

## **Article 11 - Statutory Obligations**

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

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

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

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

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

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

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

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

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

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



Contract Number / Numéro du contrat 05005-22-0831
Security Classification / Classification de sécurité Unclassified

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

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

1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine <b>Elections Canada</b>	2. Branch or Directorate / Direction générale ou Direction EE- Frem
--	--

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

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

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?  No / Non  Yes / Oui  
(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)

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

7. c) Level of information / Niveau d'information

PROTECTED A / PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET / SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET / SECRET <input type="checkbox"/>
TOP SECRET / TRÈS SECRET <input type="checkbox"/>		TOP SECRET / TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>





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

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

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

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

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

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

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

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

**PRODUCTION**

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

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

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

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



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

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

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

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

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

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

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

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  
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) Philippe Ouellette		Title - Titre Distribution Centre Manager	Signature <b>Ouellette, Philippe</b>
Digitally signed by: Ouellette, Philippe DN: CN = Ouellette, Philippe C = CA O = GC OU = ELECTC-ELECTC Date: 2021.12.22 13:58:37 -05'00'			
Telephone No. - N° de téléphone 613-991-0192	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel philippe.ouellette@elections.ca	
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées) Daniele Bouchard		Title - Titre Manager, SecOps	Signature <b>Bouchard, Daniele</b>
Digitally signed by: Bouchard, Daniele DN: CN = Bouchard, Daniele C = CA O = GC OU = ELECTC-ELECTC Date: 2021.12.23 11:03:09 -05'00'			
Telephone No. - N° de téléphone 873-416-1163	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel daniele.bouchard@elections.ca	Date 2021-12-23
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) Sufia Fuentes		Title - Titre Senior Advisor / Conseillère principale PCS/SAC	Signature <b>Fuentes, Sufia</b>
Digitally signed by: Fuentes, Sufia DN: CN = Fuentes, Sufia C = CA O = GC OU = ELECTC-ELECTC Date: 2022.02.08 13:53:14 -05'00'			
Telephone No. - N° de téléphone 873-415-0446	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel sufia.fuentes@elections.ca	Date 08/02/2022
17. Contracting Security Authority / Autorité contractante en matière de sécurité			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date

## Annex F – Task Authorization Form

	<b>Task Authorization (TA)</b>		
<b>1. Information</b>			
<i>Original Contract – Title and No.</i>		<i>Task PO Number (if different from “Original Contract”):</i>	
<i>Contractor Name:</i>  <i>Address:</i>  <i>Contact:</i>		<b>To the Contractor:</b> As a result of this TA, you are required to supply the services identified below on the terms and conditions stated in the Contract. Invoices must be sent in accordance with the detailed instructions in the Contract. Work cannot commence until this TA document has been duly signed and authorized by Elections Canada and the Contractor.	
<b>2. Task Authorization</b>			
<i>TA No.:</i>		<i>Financial Code(s):</i>	
<i>Initial term of this TA:</i>		<i>Revised Term of this TA:</i>	
<i>Value of Initial TA (excl. taxes):</i>	<b>Actual TA Cost Breakdown (excl. taxes)</b>		
	<i>Professional Fees:</i>	<i>Travel:</i>	<i>Administrative Expenses:</i>
<b>TA Revisions (as applicable – add lines as required, one per amendment)</b>			
<i>Revision No., if any:</i>	<i>Previous Total Value (excl. taxes):</i>	<i>Value of the increase/decrease (excl. taxes):</i>	<i>Total Revised Value (excl. taxes):</i>
<b>3. Security Requirements (if applicable)</b>			
<i>This task includes security requirements :</i> <input type="checkbox"/> No <input type="checkbox"/> Yes – Reliability <input type="checkbox"/> Yes – Secret			
<b>4. Required Work</b>			
<b>SECTION A - Task Description of the Work required</b>			
<i>Location of Work (provide complete address):</i>	<i>Language Requirement:</i> <i>Please select-</i>	<i>Reimbursement for Travel and Living:</i> <i>-Please Select</i>	
<i>Description of work to be performed :</i> <i>Brief description of tasks to be completed under the TA in bullet form or numbered form. Specify the date of the TA request proposal to be submitted by the contractor as applicable.</i>			
<b>SECTION B –Applicable Basis of Payment</b>			
<i>In accordance with the article entitled “Basis of Payment” in the Contract, payment will be made based on receipt of detailed invoices for services rendered, subject to full acceptance by the Technical Authority.</i>  <i>Total payment is not to exceed the grand total of the TA</i>			
<b>SECTION C –Cost Breakdown of TA</b>			

## Annex F – Task Authorization Form

Resource category and name	Security file number	Start date	End date	(A) All-inclusive per diem rate (in CDN \$)	(B) Estimated Level of Effort (days)	(A) x (B) Total (in CDN \$)
<b>Sub-total TA</b>						\$
<b>Applicable Sales Tax</b>						\$
<b>Total</b>						\$
<b>Travel &amp; Living (if applicable – estimated cost including applicable taxes)</b>						\$
<b>Grand Total for professional services including travel and living</b>						\$

### 5. Authorization and Attachments

#### SECTION A – Authorization

By signing this TA, the Technical Authority and Contracting Authority confirm that the content of this TA is in accordance with the Contract.

#### Technical Authority (Elections Canada)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature of Technical Authority: \_\_\_\_\_

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

#### Contracting Authority (Elections Canada)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature of Contracting Authority: \_\_\_\_\_

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

#### Contractor

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature of Contractor: \_\_\_\_\_

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

#### SECTION B – Contact and Invoices

##### Send Invoices to:

Name: \_\_\_\_\_

Email Address: \_\_\_\_\_

Telephone number: \_\_\_\_\_

##### Point of Contact for Technical Aspects of the Work:

Name: \_\_\_\_\_

Email Address: \_\_\_\_\_

## Annex F – Task Authorization Form

Telephone number:	
<b>SECTION C – Attachments</b>	
<i>The following document checklist will help ensure that you attach all required documents to this TA. Please include any other relevant documentation. Depending on the type of procurement, additional documentation may be required. (Note to procurement advisor: update this list as applicable before including as annex to contract)</i>	
Internal requisition (IR) - signed and approved	Attached <input type="checkbox"/> N/A <input type="checkbox"/>
TA form	Attached <input type="checkbox"/> N/A <input type="checkbox"/>
Copies of Evaluation grid/ CVs	Attached <input type="checkbox"/> N/A <input type="checkbox"/>
Certifications	Attached <input type="checkbox"/> N/A <input type="checkbox"/>
Security Requirement checklist (SRCL)	Attached <input type="checkbox"/> N/A <input type="checkbox"/>
Draft Statement of Work (SOW)	Attached <input type="checkbox"/> N/A <input type="checkbox"/>

## Annex G - Fair Price Certificate

1. I, the undersigned, on behalf of \_\_\_\_\_ (the "Contractor") hereby certifies that as of the date of this certification, the price set-out in the Pricing Table for the Work:
  - (a) is not in excess of the lowest price charged to anyone else, including the Contractor'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 Contractor 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 Contractor 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 Elections Canada; 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 Elections Canada shall rely on this certification to enter into the Contract. In the event that verification by Elections Canada discloses that this certification is untrue, whether knowingly or unknowingly, Elections Canada has the right to treat the 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





## Warehousing and Distribution Services

---

### Part 8 - Technical Evaluation Criteria

## CONTENTS

### SECTION A – INSTRUCTIONS TO BIDDERS

- **TABLE A – MANDATORY TECHNICAL EVALUATION CRITERIA**

#	MANDATORY TECHNICAL EVALUATION CRITERIA	MET/NOT MET
M1	Corporate References	
M2	Proximity to Distribution Centre	
M3	Facility Specifications	
M4	Storage Capacity	
M5	Site Contact	
M6	Automated Inventory and Status Tracking System	
M7	Valid Fire Certificate	
M8	Site Inspection	

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

#	RATED TECHNICAL EVALUATION CRITERIA	MAX. POINTS
R1	Storage Capacity	50
R2	Fire Suppression System	20

- **TEMPLATE A – CLIENT REFERENCE TEMPLATE**

## **SECTION A – INSTRUCTIONS TO BIDDERS**

1. In order to facilitate the evaluation of the proposal, EC requests that bidders address and present topics in the same order and with the same headings as the evaluation criteria. Bidders should clearly identify where in their proposal each criterion is addressed. To avoid duplication, bidders may refer to different sections of their proposals by identifying the specific paragraph and page number where the topic has already been addressed.
2. If more projects/samples are provided than the requirements of the criterion, only the first projects/samples in the proposal will be evaluated. Any excess projects/samples will not be evaluated.
3. In determining years of experience, overlapped years or months for projects submitted by the bidder to demonstrate such experience will only be counted once for evaluation purposes.
4. In addition to the information requested in the individual criterion, the bidder is requested to include complete client contact information for each project description including the client contact name, title and telephone number or e-mail address. The client contact for any project must be an employee of the originating client organization. EC reserves the right to request client contact information, at any time during the evaluation process, for the purposes of verification.

**TABLE A – MANDATORY TECHNICAL EVALUATION CRITERIA**

#	Mandatory Technical Evaluation Criteria	Scoring Methodology
<b>M1</b>	<p><b>Corporate References</b></p> <p>The Bidder must provide two (2) corporate references for whom the Bidder has successfully provided warehousing and distribution services similar* to those outlined in the SOW. Each reference must be for warehousing and distribution services provided for a minimum of two (2) years within the past five (5) years from the date of bid closing.</p> <p>*Similar is defined as providing warehousing and distribution services as specified in the SOW.</p> <p><b>Submission requirement</b> Template A must be completed by the Bidders to provide details for each of the references.</p> <p>**Elections Canada may, but is not obligated to, validate any of the information provided for this criterion.</p>	<p><input type="checkbox"/> Met</p> <p><input type="checkbox"/> Not Met</p>
<b>M2</b>	<p><b>Proximity to Distribution Centre</b></p> <p>The Bidder must provide a map (paper or electronic format) showing that the proposed warehousing facility or facilities are located in the National Capital Region or within a radius of 40 km of the Elections Canada Distribution Centre located at 440 Coventry Road, Ottawa, Ontario.</p> <p><b>Submission requirement</b> A full address of the facility must be provided and fall within the 40 km radius. The proximity will be verified with this tool: <a href="https://earth.google.com/">https://earth.google.com/</a></p>	<p><input type="checkbox"/> Met</p> <p><input type="checkbox"/> Not Met</p>
<b>M3</b>	<p><b>Facility Specifications</b></p> <p>The Bidder must provide plans or building layouts showing that the proposed warehousing facility or facilities have a combined minimum of 130,000 cubic feet available and that each facility has at least 43,200 cubic feet available.</p> <p>43,200 cubic feet = 675 monotainers to be stored in racks or to a maximum of four (4) high in an open space.</p>	<p><input type="checkbox"/> Met</p> <p><input type="checkbox"/> Not Met</p>

#	Mandatory Technical Evaluation Criteria	Scoring Methodology
	<p>Note: Elections Canada reserves the right to conduct an onsite inspection of the warehouse facilities before awarding the contract.</p> <p><b>Submission Requirement</b> The proposed warehouse facilities must meet all of the specifications defined in the SOW Part III Scope of the Work, Articles 6.01 to 6.40.</p>	
<b>M4</b>	<p><b>Storage Capacity</b></p> <p>The Bidder must demonstrate that it can accommodate an additional requirement of up to 130,000 cubic feet.</p> <p>During a <b>Peak Period</b>, the Bidder must be able to accommodate, within 20 business days, an additional requirement of up to 130,000 cubic feet for a period of up to one (1) year before the event and up to six (6) months following the event.</p> <p>In special circumstances, such as a pandemic context, the Bidder must be able to accommodate an additional requirement of up to 192,000 cubic feet.</p> <p><b>Submission Requirement</b> The proposed warehouse facilities must meet all of the specifications defined in the SOW Part III Scope of the Work, Articles 6.01 to 6.40.</p>	<p><input type="checkbox"/> Met</p> <p><input type="checkbox"/> Not Met</p>
<b>M5</b>	<p><b>Site Contact</b></p> <p>The proposed resource must have two (2) years' experience within the last five (5) years (prior to the bid closing date) working as the single point of contact where the Bidder was performing similar services for a third party requiring all of the following:</p> <ul style="list-style-type: none"> <li>- Warehousing and distribution services;</li> <li>- Managing resources working in the warehouse and distribution services field;</li> <li>- Managing the Contractor's automated inventory and status tracking system; and</li> <li>- Escalating issues and/or problems within the Contractor's organization to identify and implement a timely and effective solution.</li> </ul> <p><b>Submission Requirement</b></p>	<p><input type="checkbox"/> Met</p> <p><input type="checkbox"/> Not Met</p>

#	Mandatory Technical Evaluation Criteria	Scoring Methodology
	<p>The proposal must provide the following:</p> <ul style="list-style-type: none"> <li>– The name of the proposed resource.</li> <li>– The resource’s role and responsibilities in each project, as proof of experience acquired.</li> <li>– A description of the services provided for the contract(s), in which the proposed resource obtained the required experience.</li> <li>– The start and end date of the contract(s).</li> <li>– Contact information for the client organization(s) for which the proposed resource provided the identified services.</li> </ul>	
<b>M6</b>	<p><b>Automated Inventory and Status Tracking System</b></p> <p>The Bidder must have an existing automated inventory and status tracking systems for inputting material into inventory, and continuous tracking and updating of location and quantities of warehoused Elections Canada material.</p> <p><b>Submission Requirement</b>  The Bidder must:</p> <ul style="list-style-type: none"> <li>a) Provide a detailed description of the existing automated inventory and status tracking system;</li> <li>b) Provide existing procedures for updating information in the inventory system such as adding new inventory items, disposal of items and reducing inventory levels as material is shipped to Elections Canada;</li> <li>c) Demonstrate the ability to provide monthly or ad hoc inventory reports as requested by Elections Canada; and</li> <li>d) Demonstrate the ability to provide inventory reports to Elections Canada in an electronic format.</li> </ul>	<p><input type="checkbox"/> Met</p> <p><input type="checkbox"/> Not Met</p>
<b>M7</b>	<p><b>Valid Fire Certificate</b></p> <p>The Bidder must provide a copy of valid certificate(s) from their local fire department.</p> <p><b>Submission Requirement</b>  The bidder must provide a copy of the valid certificate(s) from the fire department of the city or municipality in which the facility or facilities is located.</p>	<p><input type="checkbox"/> Met</p> <p><input type="checkbox"/> Not Met</p>

#	Mandatory Technical Evaluation Criteria	Scoring Methodology
<b>M8</b>	<p><b>Site Inspection</b></p> <p>The Bidder must pass the pre-contract award site visit, as stated in section 6.26 of the SOW, by demonstrating compliance with each criterion from the SOW.</p> <p><b>Submission Requirement</b></p> <p>The inspection must be completed by Elections Canada per the conditions stipulated in 6.26 of the SOW.</p>	<p><input type="checkbox"/> Met</p> <p><input type="checkbox"/> Not Met</p>

**TABLE B – RATED TECHNICAL EVALUATION CRITERIA**

#	Rated Technical Evaluation Criteria	Min. Pass Mark	Max. Points
<b>R1</b>	<p><b>Storage Capacity</b></p> <p>The proposed facility should be able to house all EC materials in a single location, including additional capacity required during Peak Periods and special circumstances, such as a pandemic context, as stipulated in sections 6.12, 6.13, and 6.14 of the SOW.</p> <p><b>Submission requirement</b></p> <p>The information submitted by the bidder to satisfy M3 and M4 will be used to assess this criterion.</p> <p><b>Scoring methodology</b></p> <p>The bidder will receive 10 points for demonstrating that they can satisfy each of the conditions listed below (to a maximum of 40 points):</p> <ol style="list-style-type: none"> <li>1. Demonstrating that they satisfy the minimum standards defined in 6.12, 6.13 and 6.14 of the SOW.</li> <li>2. Demonstrating that they can store all routine materials at one facility (up to 130,000 cubic feet).</li> <li>3. Demonstrating that they can store all routine materials <b>and</b> all additional material required during a peak period at one facility (a total of 260,000 cubic feet).</li> <li>4. Demonstrating that they can store all routine materials <b>and</b> all additional material required during a peak period <b>and</b> all</li> </ol>	10	40

#	Rated Technical Evaluation Criteria	Min. Pass Mark	Max. Points
	additional material needs per the conditions in 6.14 of the SOW at one facility (a total of 452,000 cubic feet).		
<b>R2</b>	<p><b>Dry Fire Suppression System</b></p> <p>The proposed facility should have a dry fire suppression system, using powders such as sodium bicarbonate or mono-ammonium phosphate. If such a system is not available, preference will be given to dry-pipe sprinkler systems over conventional wet-pipe sprinkler systems.</p> <p><b>Submission requirement</b></p> <p>The bidder must confirm they meet the requirement above. It will then be evaluated during the onsite inspection (see SOW 6.26) before the contract is awarded.</p> <p><b>Scoring methodology</b></p> <p>The bidder can only receive points for <b>one</b> of the following options.</p> <ol style="list-style-type: none"> <li>1) The Bidder will receive 20 points for clearly demonstrating that they have a dry fire suppression system in place.</li> <li>2) The Bidder will receive 15 points for clearly demonstrating that they have a dry pipe sprinkler system in place.</li> <li>3) The Bidder will receive 10 points for clearly demonstrating that they have a traditional sprinkler system in place.</li> </ol>	10	20
<b>MAXIMUM POINTS AVAILABLE = 60 POINTS</b>			
<b>MINIMUM PASS MARK OF 33% OVERALL = 20 POINTS</b>			



**TEMPLATE A – CLIENT REFERENCE TEMPLATE**

Project # [Bidder to Insert]			
Bidder name		Name of proposed resource	
<b>Client Identification</b>	Project title		
	Client name		
	Client address		
	Client contact name		
	Client contact title		
	Client telephone no.		
	Client e-mail address		



## Warehousing and Distribution Services

---

### Part 9 – Financial Proposal Pricing Table

## **CONTENTS**

### **SECTION A – INSTRUCTIONS TO BIDDERS**

- **TABLE A – PRICING TABLE**

## **SECTION A – INSTRUCTIONS TO BIDDERS**

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

Bidders must complete Table A – Pricing Table Template.

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

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

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

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

### **Hourly Rates**

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

- a. include all costs to provide the Work outlined in Annex A—Statement of Work for the full duration of the Contract as set out in Section 3 of Resulting Contract;
- b. be in Canadian dollars;
- c. be all-inclusive and include all necessary labour, profit, training, travel within the NCR, and Canadian custom duties and excise taxes, where applicable; and
- d. exclude applicable sales taxes.

### **Total Evaluated Price**

The Total Evaluated Price will be calculated as a total of the extended price of F1 to F10, over the six-year duration of the contract.

**Table A – Pricing Table Template**

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

<b>No.</b>	<b>Service Item needed</b> (Oservice item not needed shall be priced at \$0.00)	<b>Estimated Usage</b> (for evaluation purposes only)	<b>Rates</b> <b>Initial year of the contract</b> (Contract award to March 31, 2023)	<b>Rates</b> <b>Second year of contract</b> (April 1, 2023 to March 31, 2024)	<b>Rates</b> <b>Third year of contract</b> (April 1, 2024 to March 31, 2025)	<b>Rates</b> <b>Fourth year of contract</b> (April 1, 2025 to March 31, 2026)	<b>Rates</b> <b>Fifth year of contract</b> (April 1, 2026 to March 31, 2027)	<b>Rates</b> <b>Sixth year of contract</b> (April 1, 2027 to March 31, 2028)	<b>Extended Price</b> (Duration of 6 years)
<b>F1</b>	STORAGE (All inclusive, including provision of reports)	43, 200 cubic feet per Event x 3 Events, for an estimated total of 130,000 cubic feet	\$ _____ / cubic foot/month	\$ _____ / cubic foot/month	\$ _____ / cubic foot/month	\$ _____ / cubic foot/month	\$ _____ / cubic foot/month	\$ _____ / cubic foot/month	\$ _____
<b>F2</b>	EVENT STORAGE (All inclusive, including provision of reports) <b>*Estimated (timeline may vary)</b>	Additional peak period storage space for an estimated 130,000 cubic feet, for up to 18 months	\$ _____ / cubic foot/month for 18 months		\$ _____ / cubic foot/month for 18 months				\$ _____
<b>F3</b>	WAREHOUSING HANDLING (Receiving, inspecting (ensure proper shipping norms), recording, (including unpacking and uncrating), picking orders)		\$ _____ / firm all-inclusive hourly rate	\$ _____ / firm all-inclusive hourly rate	\$ _____ / firm all-inclusive hourly rate	\$ _____ / firm all-inclusive hourly rate	\$ _____ / firm all-inclusive hourly rate	\$ _____ / firm all-inclusive hourly rate	\$ _____

<b>F4</b>	WAREHOUSING HANDLING OVERTIME on weekdays		\$ _____ / firm all-inclusive hourly rate	\$ _____ / firm all-inclusive hourly rate	\$ _____ / firm all-inclusive hourly rate	\$ _____ / firm all-inclusive hourly rate	\$ _____ / firm all-inclusive hourly rate	\$ _____ / firm all-inclusive hourly rate	\$ _____ / firm all-inclusive hourly rate	\$ _____
<b>F5</b>	WAREHOUSING HANDLING OVERTIME on weekends		\$ _____ / firm all-inclusive hourly rate	\$ _____ / firm all-inclusive hourly rate	\$ _____ / firm all-inclusive hourly rate	\$ _____ / firm all-inclusive hourly rate	\$ _____ / firm all-inclusive hourly rate	\$ _____ / firm all-inclusive hourly rate	\$ _____ / firm all-inclusive hourly rate	\$ _____
<b>F6</b>	WAREHOUSING HANDLING OVERTIME on statutory holidays		\$ _____ / firm all-inclusive hourly rate	\$ _____ / firm all-inclusive hourly rate	\$ _____ / firm all-inclusive hourly rate	\$ _____ / firm all-inclusive hourly rate	\$ _____ / firm all-inclusive hourly rate	\$ _____ / firm all-inclusive hourly rate	\$ _____ / firm all-inclusive hourly rate	\$ _____
<b>F7</b>	TRANSPORTATION Local delivery (one person and one vehicle)		\$ _____ / firm all-inclusive hourly rate	\$ _____ / firm all-inclusive hourly rate	\$ _____ / firm all-inclusive hourly rate	\$ _____ / firm all-inclusive hourly rate	\$ _____ / firm all-inclusive hourly rate	\$ _____ / firm all-inclusive hourly rate	\$ _____ / firm all-inclusive hourly rate	\$ _____
<b>F8</b>	TRANSPORTATION Local delivery (one person and one vehicle) on weekends		\$ _____ / firm all-inclusive hourly rate	\$ _____ / firm all-inclusive hourly rate	\$ _____ / firm all-inclusive hourly rate	\$ _____ / firm all-inclusive hourly rate	\$ _____ / firm all-inclusive hourly rate	\$ _____ / firm all-inclusive hourly rate	\$ _____ / firm all-inclusive hourly rate	\$ _____
<b>F9</b>	TRANSPORTATION Local delivery (one person and one vehicle) on statutory holidays		\$ _____ / firm all-inclusive hourly rate	\$ _____ / firm all-inclusive hourly rate	\$ _____ / firm all-inclusive hourly rate	\$ _____ / firm all-inclusive hourly rate	\$ _____ / firm all-inclusive hourly rate	\$ _____ / firm all-inclusive hourly rate	\$ _____ / firm all-inclusive hourly rate	\$ _____
<b>F10</b>	TAKING PHYSICAL INVENTORY AS REQUESTED BY THE IDENTIFIED USER		\$ _____ / firm all-inclusive hourly rate	\$ _____ / firm all-inclusive hourly rate	\$ _____ / firm all-inclusive hourly rate	\$ _____ / firm all-inclusive hourly rate	\$ _____ / firm all-inclusive hourly rate	\$ _____ / firm all-inclusive hourly rate	\$ _____ / firm all-inclusive hourly rate	\$ _____
<b>Total Evaluated Price (sum of F1 to F10)</b>									\$ _____	