

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

REQUEST FOR PROPOSAL AMENDMENT

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

RFP Amendment No.	RFP Amendment Date:			
2	March 9, 2022			

Office of the Chief Electoral Officer File No.

ECGZ-RFP-2021-0721

Title:

Printing of Maps and Documents

Request for Proposal Closing Date:

March 23, 2022 @ 14:00 (Gatineau Time)

ENQUIRIES – address enquiries to the Contracting Authority:

Office of the Chief Electoral Officer of Canada

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

proposition-proposal@elections.ca

Attention:	Tel No.		
Galina Zhukov Senior Advisor, Procurement and Contracting Services	873-416-1830		

Part 1. Interpretation

- 1.1 Elections Canada hereby amends in accordance with this amendment the Request for Proposal for Printing of Maps and Documents bearing number ECGZ-RFP-2022-0721 and dated February 14, 2022 (the "RFP"). This amendment hereby forms part of the RFP.
- 1.2 Unless defined herein or unless the context otherwise requires, all of the words and phrases defined in the RFP and used in this amendment shall have the same meanings assigned to them in the RFP.

Part 2. Questions and Answers

The following question(s) have been asked in response to the Request for Proposal and Elections Canada hereby answers as follows:

2.1 Question No. 1

Question:

In our current supply chain climate, the print industry like many industries has been facing unprecedented paper cost increases on a regular basis. Is there a paper price adjustment clause for this contract? The price of some paper within the last year has increased by up to 50% and we would not be able to commit to a 4-year contract without a paper price adjustment clause.

<u>Answer</u>:

Elections Canada agrees to add Escalation of Paper clause to the resulting contract.

As such, the Request for Proposal is amended in accordance with Section 3.1 of this amendment.

2.2 Question No. 2

Question:

File processing: It is stated that Scenario A, files will be provided ahead of time to allow sufficient time to create print ready files prior to day 1 production of the 10 schedule so print production begins on day 1. If after files are received and all file preparation is completed so the contractor can be ready to begin print on day, then Elections Canada advises that a large number of files are to be replaced and need to be prepared/processed again, this would be a billable request. There should be an addition to the Basis of Payment for an hourly processing rate added to the RFP in case a situation such as this occurs.

<u>Answer</u>:

Elections Canada agrees with the statement.

As such, the Request for Proposal is amended in accordance with Section 3.2, Section 3.3 and Section 3.4 of this amendment.

2.3 Question No. 3

Question:

Colour Page: Elections Canada indicates 8-9 sections per polling division documents to be separated by a colour page, is this a blank- colour bond sheet or a page printed in colour?

Answer:

Elections Canada confirms that it is a blank colour bond sheet inserted between report sections/chapters.

2.4 Question No. 4

Question:

Tubes, it is stated that Polling Division maps and Advance Poll District maps are rolled as 2 rolls for each set and inserted into a 3" tube, please confirm we are looking at 6,760 – 3" tubes... 3,380 PD tubes and 3,380 APD Tubes?

Answer:

Elections Canada confirms that the amount of 3" tubes is 6,760 (3,380 PD tubes and 3,380 APD tubes).

2.5 Question No. 5

Question:

Are all 11" X 17" printed colour maps going into the tubes with the large colour maps or are some boxed as well?

Answer:

Elections Canada confirms that all 11" X 17" colour maps are to be rolled with the other large maps and inserted into the tubes.

2.6 Question No. 6

Question:

What do we do if a specified roll of maps does not fit into One 3" tube? Are we able to invoice for unaccounted additional tubes? Or use of larger tubes?

Answer:

Elections Canada confirms that for possible rolls of maps that do not fit into a 3" tube, the larger tubes should be used if this were to occur.

2.7 Question No. 7

Question:

For scenario A is freight shipping to be included in the all-in price, for scenario B are regular deliveries included in the all-in price?

Answer:

Elections Canada confirms that for scenario A and for scenario B, the all-in prices should include all expenses related to shipping (freight or regular delivery).

2.8 Question No. 8

Question:

What is the estimated number of skids to be delivered under scenario A? are we safe to assume it is 6,670 tubes, plus 338 boxes of 8.5X11 this could potentially be 40-50 skids to be delivered freight.

Answer:

When scenario A will be actioned, Elections Canada will provide 50 monotainers to package materials and send to the Elections Canada Distribution Centre. The EC provided monotainer specifications are: weight = 214 lb., length = 52", width = 42" and height = 43.8". Just to clarify, there are 6,760 tubes (10 copies of PD maps + 10 copies of APD maps for 338 EDs = (10+10)*338) and 676 boxes of 8.5" X 11" (338EDs * 2 copies).

2.9 Question No. 9

Question:

We would like to request print files to produce the Samples Reproduction for R6 of the Rated Technical Evaluation Criteria but do not see instructions to do so.

We have referred to section 4.4.4 Phase 2 as instructed in the R6 section and do not see instructions on how to obtain the files.

Please advise how we are to obtain these files.

Answer:

Elections Canada confirms that files will be emailed upon request.

2.10 Question No. 10

Question:

We request one-week extension to the closing date.

Answer:

Elections Canada agrees to extend solicitation period and new closing date is March 23, 2022.

Part 3. Amendments

3.1 Amendment to Part 7 Resulting Contract

The Request for Proposal is hereby amended by deleting in its entirety Part 7 Resulting Contract and replacing it with the attached Part 7 Resulting Contract (Revised March 9, 2022).

3.2 Amendment to Part 7 Annex A Statement of Work

The Request for Proposal is hereby amended by deleting in its entirety Annex A Statement of Work and replacing it with the attached Annex A Statement of Work (Revised March 9, 2022).

3.3 Amendment to Part 7 Annex B Pricing Table

The Request for Proposal is hereby amended by deleting in its entirety Annex B Pricing Table and replacing it with the attached Annex B Pricing Table (Revised March 9, 2022).

3.4 Amendment to Part 9 Financial Evaluation Criteria

The Request for Proposal is hereby amended by deleting in its entirety Part 9 Financial Evaluation Criteria and replacing it with the attached Part 9 Financial Evaluation Criteria (Revised March 9, 2022).



Procurement and Contracting Services30 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]

Contract No.:

05005-2021-0721

Title:	Effective Date:
[insert Contract title]	[insert at contract award]
Term of Contract:	Financial Code:
[insert at contract award]	[insert at contract award]
Total Estimated Contract	Applicable Sales Tax:
Cost (incl. applicable sales	
tax):	
[insert at contract award]	[insert at contract award]

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	Tel No.			
award]	[insert at contract award]			
[insert title]	E-mail			
Procurement and	First.Last@elections.ca			
Contracting Services				
Send invoices to:				
[insert name at contract	Tel No.			
award]	[insert at contract award]			
[insert title at contract	E-mail			
<mark>award]</mark>	First.Last@elections.ca			
[insert sector at contract				
<mark>award]</mark>				

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]	Chief Electoral Officer
(signature of authorized representative)	(signature of authorized representative)
(print name of authorized representative)	[insert name of delegated authority]
(print title of authorized representative)	[insert title of delegated authority] Procurement and Contracting Services [delete if N/A]
Date:	Date:



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Article 1 Interpretation

Section 1.01 Definitions

1.01.01 In the Contract, unless the context otherwise requires:

"Business Day" means a day other than a Saturday, Sunday or statutory

holiday in the province of Quebec;

"Effective Date" means the date stated as the effective date on the first

page of the Contract;

"General Conditions" means the general conditions for goods and services

attached hereto as Annex C;

"Initial Term" has the meaning ascribed to in Error! Reference source

not found.;

"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 7.02b 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 100, a sample of which is attached hereto as Annex

D;

"Task Authorization

Amendment"

has the meaning ascribed to it in Section 10.01;



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"Task Request" means a request made by the Technical Authority to the

Contractor in relation to Tasks;

"Task Request Amendment" has the meaning ascribed to in Section 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 and any additional periods

resulting from Elections Canada exercising its irrevocable option to extend the period of the Contract provided for

in Section 3.023.02.

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

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

Section 1.02 Priority of Documents

- 1.02.01 The following annexes are attached to and form an integral part of this Contract. If there is a discrepancy between the wordings of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.
 - 1. these Articles of Agreement;
 - 2. Annex A Statement of Work;
 - Annex B Pricing Table;



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- 4. Annex C General Conditions goods and services;
- 5. Annex D Sample Task Authorization Form;
- 6. Annex E Fair Price Certification [if applicable]; and
- 7. the Contractor's proposal, dated [insert date of proposal at contract award].

Article 2 Statement of Work

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

Article 3 Period of Contract

Section 3.01 Term

3.01.01 The Contract period is from the Effective Date of the Contract until March 31, 2024 (the "Initial Term").

Section 3.02 Option to Extend

- 3.02.01 The Contractor grants to Elections Canada the irrevocable option to extend the period of the Contract by 4 additional period(s) of 1 year under the same terms and conditions.
- 3.02.02 Elections Canada may exercise the option at any time during the Term by sending a written notice to the Contractor at least five Business Days before the Contract expiry date.
- 3.02.03 The option to extend the term of the Contract may be exercised only by the Contracting Authority.

Article 4 Authorities

Section 4.01 Contracting Authority

4.01.01 The Contracting Authority for the Contract is:



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[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: First.Last@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 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



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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,



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applicable sales tax extra, if applicable.

Section 6.02 Escalation of Paper

- 6.02.01 The portion of the price directly related to the base transaction cost of paper is subject to market value price adjustment (increase or decrease) at time of ordering during the contract period. The Contractor will need to submit an updated quotation to the Contracting Authority for approval before the acquisition of the paper is ordered.
- 6.02.02 To request a price adjustment, the Contractor must provide the Contracting Authority with a notice indicating the increase or decrease in the base transaction cost of the paper necessary to complete the requirement of the Contract, if applicable. Such notice must contain the price as publicly announced by the paper supplier who supply the grade specified in the Contract and the date the price came into effect.
- 6.02.03 The base transaction cost of paper subject to price adjustment is as follows:
 - (a) Text stock: [insert at contract award] lbs. at a base transaction cost per Cwt. of \$[insert at contract award], and which represent [insert at contract award] percent of the unit price(s).
 - Brand name and paper supplier: [insert at contract award].
 - (b) Text stock: [insert at contract award] lbs. at a base transaction cost per Cwt. of \$[insert at contract award], and which represent [insert at contract award] percent of the unit price(s).
 - Brand name and paper supplier: [insert at contract award].
- 6.02.04 The Contractor must provide a copy of the quotation from the paper supplier to support the above base transaction cost and a copy of the invoice from the paper supplier to support the adjusted base transaction cost.
- 6.02.05 Any price adjustment must be approved by the Contracting Authority and will be evidenced through a contract amendment.

Section 6.03 Applicable Sales Tax



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

Article 7 Information Reporting

Section 7.01 Form T1204

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



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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 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



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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

- 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 D.

Section 10.02 Authorization Process

10.02.01 **Step 1**



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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;
- contact information, including names, locations and telephone numbers;
- (j) a timeframe within which the Task Request must be approved to meet the



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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 **Error! Reference source not found.** 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 **Error! Reference source not found.** being exceeded, an amendment to the Contract must be signed prior to the approval of the Task Request Amendment.

Section 10.04 Task Authorization Amendment



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- 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 **Error! Reference source not found.** 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 accordance with this Article shall be paid in the manner set out in the Contract.



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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

11.01.01 There is no security requirement applicable to this Contract.

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 "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



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untrue, whether made knowingly or unknowingly, Elections Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

[Note to Bidders]

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

Section 14.02 Proactive Disclosure of Contracts with Former Public Servants

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

[Note to Bidders]

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

Section 14.03 Fair Price Certification

14.03.01 The Fair Price Certification signed by the Contractor and attached as Annex E 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.



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OPTION 1 – Canadian Contractors

Section 15.01 Canadian Contractors

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



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imprisonment or a fine, or both.

[Note to Bidders]

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

Article 17 Joint Venture

Section 17.01 Joint Venture Contractor

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

[Insert at contract award]

- (a) With respect to the relationship among members of the joint venture Contractor, each member agrees, represents and warrants (as applicable) that:
 - i. [insert at contract award] has been appointed as the "representative member" of the joint venture Contractor and has full authority to act as agent for each member regarding all matters relating to the Contract;
 - ii. by giving notice to the representative member, Elections Canada will be considered to have given notice to all members of the joint venture Contractor; and
 - iii. all payments made by Elections Canada to the representative member will act as a release by all the members.
- 17.01.02 All the members agree that Elections Canada may terminate the Contract at its discretion if there is a dispute among the members that, in Elections Canada's opinion, affects the performance of the Work in any way.
- 17.01.03 All the members are jointly and severally liable for the performance of the entire Contract.
- 17.01.04 The Contractor acknowledges that any change in the membership of the joint



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ARTICLES OF AGREEMENT

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 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.



Printing of Maps and Documents

Annex A

Statement of Work (SOW)

(Revised March 9, 2022)

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PART I – INTERPRETATION

1. **DEFINITIONS**

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 Canada Elections Act, S.C. 2000, c. 9, as

amended from time to time

CEO means the Chief Electoral Officer of Canada

Contractor's Resource means the individual(s) performing the Work

EC means the Office of the CEO, commonly known as Elections

Canada

ECHQ means EC's offices located at 30 Victoria Street, Gatineau,

QC

Election Day means the date for voting in an Electoral Event

Election Staff 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 36 days. For the purpose of this SOW, an Electoral Event commences when

the writ is issued and concludes on Election Day

2. EC MANDATE

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:

Statement of Work Page 2 of 10

- 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

EC is getting ready for the next general election and has to provide printed geography products (polling division maps and documents) to their electoral clients.

EC requires high-speed, high-volume, just-in-time reprographic services to support Electoral Events. Although many requirements may arise, the requirement currently consists of the reproduction under Scenario A (as defined in section 7) of the following maps and documents (estimated quantities):

- 465,000 square feet of large polling division maps (colour)
- 85,000 copies of the 11" x 17" maps (colour)
- 375,000 copies of polling division documents / 8½" x 11" (black and white)

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PART II – OVERVIEW

4. PROJECT BACKGROUND

The polling division maps and documents are updated continually, so they must be printed as close as possible to an Electoral Event. An election announcement stipulating a vote in 36 days can be made with no warning; hence, the polling division maps and documents must be obtained and processed ahead of time.

The current set of maps and documents are:

- A. Overview Polling Division Maps from 36" x 36" to 36" x 84"
- B. Overview Polling Division Inset Maps from 11" x 17" to 36" x 72"
- C. Polling Division Cell Maps 36" x 36"
- D. Overview Advance Polling District Maps from 36" x 36" to 36" x 84"
- E. Overview Advance Polling District Inset Maps from 11" x 17" to 36" x 72" Individual Advance Polling District Maps 11" x 17"
- F. Polling Division Documents (includes various reports printed) 8½" x 11"

5. OBJECTIVE

The printing, collation and packaging of maps and documents must be completed and received at the EC facilities in Ottawa and/or Gatineau within 10 calendar days of the official notification from EC.

PART III – SCOPE OF WORK

6. DESCRIPTION OF ELECTORAL PRODUCTS

The Contractor will be required to print the following products for all electoral districts that Canada is divided into (338 currently).

- a) Overview Polling Division Map
 Each electoral district is shown on one overview polling division map, which identifies
 polling division boundaries, street segments and the names of major streets. Each overview
 map is plotted with dimensions as large as are required to a limit of 36" wide.
- b) Overview Polling Division Inset Maps

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Municipalities or localities with more than one polling division have overview polling division inset maps printed with dimensions as large as are required to easily discern street names. There is an average of 6 overview polling division inset maps per electoral district with assorted sizes ranging from 11" x 17" to 36" wide.

c) Polling Division Cell Maps

Many electoral districts are partitioned into equal-sized cells. Cell maps are plotted in fixed 36" x 36" size and display polling division boundaries, street segments and street names. There is an average of 8 cell maps for each electoral district.

d) Overview Advance Polling District Map

Each electoral district is on one overview advance polling district map, which identifies polling division boundaries grouped by advance polling districts. Each overview map is plotted with dimensions as large as are required to a limit of 36" wide.

e) Overview Advance Polling District Inset Maps

For every municipality or locality with more than one polling division, an overview advance polling district inset map is printed with dimensions as large as are required to easily discern street names. There is an average of 6 overview advance polling district inset maps per electoral district with assorted sizes ranging from 11" x 17" to 36" wide.

f) Individual Advance Polling District Maps

Each advance polling district within an electoral district is shown on one individual map, which identifies polling division boundaries, street segments and the names of major streets. Individual advance polling district maps are printed in a fixed 11" x 17" size.

g) Polling Division Documents

Polling division documents provide textual accompaniment to the polling division maps. There are an average of 550 pages per electoral district printed back-to-back on three-hole 8½" x 11" paper in 8–9 sections.

7. SCENARIOS

Scenarios A and B for EC requirements are shown below.

7.01. **General Election Requirement – Scenario A** is a reprographic service in support of an Electoral Event. All maps are reproduced in colour, and polling division documents are reproduced in black and white. If maps are reproduced earlier than the anticipated Electoral Event, the Contractor will be required to store the copies at their own facilities prior to shipping to EC.

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Scenario A represents the option whereby the Contractor is notified that they have 10 calendar days to reproduce and ship the 10 copies of all maps 11" x 17" and larger, and two copies of the 8½"x11" documents. The Contractor would ship the printed maps and documents to EC's facilities in Ottawa and/or Gatineau for EC to distribute.

The Contractor should assume that NO period of advanced warning shall be given and should not add any additional time for mobilization of the necessary resources and supplies. If any indication is available in advance, this will be communicated to the Contractor.

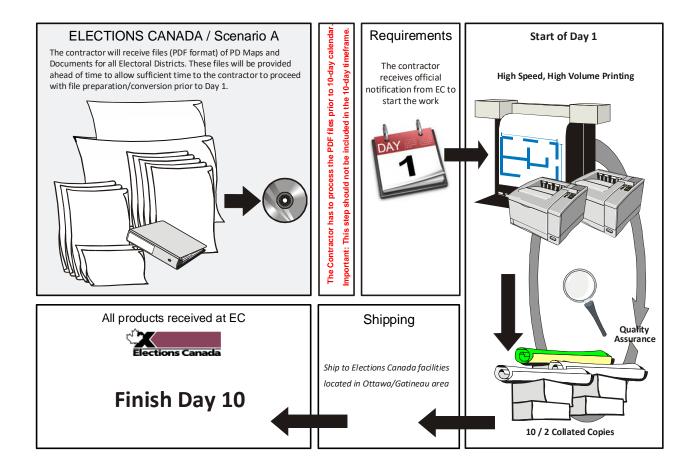
7.02. **As and when requested services – Scenario B** represents more general reprographic services as and when requested, not necessarily supporting an Electoral Event or a field event. The number and quantity of maps and documents required to be reproduced for EC may vary, as may the requirement to print in black and white or colour.

Estimated quantities for scenario A and B are provided in Annex B – Pricing tables.

8. GENERAL

Upon notification received from EC, the Contractor shall reproduce and collate the prescribed number of copies and deliver them to EC offices in Ottawa and/or Gatineau (depending upon the scenario selected), as shown in the figure below.

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9. ORIGINAL FILES

Files of the original maps and documents will be provided ahead of time (ahead of the 10 calendar days) to allow sufficient time to the Contractor to proceed with file preparation/conversion. The Contractor must be equipped for transmission and receipt of EC electronic files.

The polling division maps and documents are approximately 9 GB.

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10. FILE PREPARATION AND CONVERSION

- 10.01. The polling division maps and documents will be provided in PDF file format. The Contractor will have to process the files (file preparation and conversion) so that they are ready for printing on Day 1.
- 10.02. The Contractor shall convert all polling division maps and documents into a form appropriate for printing, as required. The process must not reduce in any way the quality of the final copies.
- 10.03. For scenario A, Elections Canada could ask that a large number of files are to be replaced and need to be prepared and converted again after the Contractor has completed the file preparation and conversion of all files (print ready files) and is ready to begin print on day 1.

11. REPRODUCTION

- 11.01. The Contractor must be able to produce the different product types in the formats and numbers indicated below and according to the time line indicated above.
- 11.02. There are currently 338 electoral districts: 163 Urban and 175 Urban-Rural/Rural-Urban. For an Electoral Event, maps must be reproduced in colour and polling division documents in black and white at a minimum resolution of 400 dpi or better.
- 11.03. Although the types, dimensions and quantities of maps and documents vary for each electoral district, averages for estimation purposes are as follows:

Urban (163 districts)	Urban/Rural & Rural/Urban (175 districts)
 Overview Polling Division Map – one (1) maximized to a limit of 36" width or height Polling Division Cell Maps – five (5) 36" x 36" Overview Advance Polling District Map – one (1) maximized to a limit of 36" width or height Individual Advance Polling District Maps nineteen (19) 11" x 17" Polling Division Documents – 550 pages in 8½" x 11" 	 Overview Polling Division Map – one (1) maximized to a limit of 36" width or height Overview Polling Division Inset Maps – eleven (11) 11" x 17" to 36" x 72" Polling Division Cell Maps – ten (10) 36" x 36" Overview Advance Polling District Map – one (1) maximized to a limit of 36" width or height Overview Advance Polling District Inset Maps – eleven (11) 11" x 17" to 36" x 72"Individual Advance Polling District Maps – nineteen (19) 11" x 17"

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Polling Division Documents – 550 pages in
8½" x 11"

12. COLLATION OF MAPS AND DOCUMENTS

For each electoral district, the Contractor is required to collate all the maps and documents as follows:

Maps	Documents			
All colour maps, as required, for each	All sections of the Polling Division documents			
electoral district shall be trimmed (if	will be separated by a colour page. Each copy			
necessary) and rolled together in separate	will be wrapped with a paper band and			
rolls with the drawing face exposed (two rolls	packaged in one box. Each box will be labeled			
for each set of copies, Polling Divisions maps	with the appropriate electoral district			
and Advance Poll District maps), secured with	number, e.g. 35001. Filler material may be			
elastic bands and inserted into a 3" spiral	required to ensure a tight fit inside boxes to			
cardboard tube, sealed with plastic caps and	avoid transportation damages.			
labeled with the electoral district number,				
e.g. 35001. Filler material may be required to				
ensure a tight fit inside tubes to avoid				
transportation damages.				

13. STORAGE OF MAPS AND DOCUMENTS

If the Contractor is provided with a printing requirement with some lead time before an Electoral Event, the Contractor shall store the reproduced maps and documents and associated supplies for up to four months or more in the interim between printing and delivery, for some or all of the electoral districts.

14. SHIPPING OF MAPS AND DOCUMENTS

The Contractor shall ship the reproduced maps and documents to either one or both of the following destinations as specified by EC:

- 440 Coventry Road, Ottawa, Ontario, Canada
- 30 rue Victoria, Gatineau, Quebec, Canada

Packages shall be sent as soon as the reproduction and collation is complete.

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15. QUALITY CONTROL

The Contractor is responsible for quality control at all stages.

Although the Contractor must implement strict quality control measures, EC reserves the right to perform additional quality control to supplement and in no way replace the Contractor's quality control process.

In the event of an error on the part of the Contractor in printing, plotting, collation or shipping as specified in this contract, the Contractor will be held responsible and will be asked to immediately reprint or plot, collate and ship directly to the client via reputable courier at their own expense.

16. STOCK

Copies shall be reproduced on 20 lb. bond paper or better. All printed material must be on recyclable paper.

PART IV – PARAMETERS

17. LOCATION OF WORK

Anywhere in Canada.

18. OFFICIAL LANGUAGES

English or French.

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Printing of Maps and Documents

ANNEX B

Pricing Table

(Revised March 9, 2022)

Annex B – Pricing Table

	Table 1 General Election Requirement (in compliance with Scenario A as outlined in Annex A - SOW)					
		Firm all inclusive unit price (Canadian \$)				
Item	Category	Size	\$ Sq. Ft. / copy	Estimated total quantity	Estimated cost for evaluation purposes	
1	Large Maps (Colour)	24" x 24" to 36" x 84"	\$	465,000 sq. ft.	\$	
2	Small Maps (Colour)	11" x 17"	\$	85,000 copies	\$	
3	Small Documents (Black and White)	8½" x 11"	\$	375,000 copies	\$	
Total for Evaluation Purposes			\$ Sum of Items 1 to 3			
	Additional File Preparation and Conversion (section 10.03 of		Hourly File Preparation and			
4	Annex A Statement of Work)		Conversion Rate \$			

Tal	Table 2 As and when requested printing services - Initial period and all option years included (in compliance with Scenario B as outlined in Annex A - SOW)					
	Category	Size	Firm all inclusive unit price (Canadian \$)			
Item			\$ Sq. Ft. / copy	Estimated total quantity	Estimated cost for evaluation purposes	
1	Large Maps (Colour)	24" x 24" to 36" x 84"	\$	10,000 sq. ft.	\$	
2	Large Maps (Black and White)	24" x 24" to 36" x 84"	\$	10,000 sq. ft.	\$	
3	Small Documents or Maps - Tabloid (Colour)	11" x 17"	\$	5,000 copies	\$	
4	Small Documents or Maps - Tabloid (Black and White)	11" x 17"	\$	5,000 copies	\$	
5	Small Documents (Colour)	8½" x 11"	\$	10,000 copies	\$	
6	Small Documents (Black and White)	8½'' x 11''	\$	10,000 copies	\$	
7	Small Documents - Legal (Colour)	8½" x 14"	\$	2,000 copies	\$	
8	Small Documents - Legal (Black and White)	8½" x 14"	\$	2,000 copies	\$	
	Total for Evaluation Purp		\$ Sum of Items 1 t	to 8		

\$ Sum of Table 1 + Table 2	\$
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TO A MAXIMUM FO \$______ (applicable taxes extra)

All payments ae subject of Government Audit.

Part 9 Financial Evaluatio Criteria (Revised March 9, 2022)

	Table 1 General Election Requirement (in compliance with Scenario A as oulined in Annex A - SOW)				
Item Category	Size	Firm all inclusive unit price (Canadian \$)			
		\$ Sq. Ft. / copy	Estimated total quantity for evaluation purposes	Estimated cost for evaluation purposes	
1	Large Maps (Colour)	24" x 24" to 36" x 84"	\$	465,000 sq. ft.	\$
2	Small Maps (Colour)	11" x 17"	\$	85,000 copies	\$
3	Small Documents (Black and White)	8½" x 11"	\$	375,000 copies	\$
Total for Evaluation Purposes \$ Sum of Items			\$ Sum of Items 1 to 3		
4	Additional File Preparation and Conversion (section 10.03 of Annex A)	Hourly File Preparation and Conversion Rate (\$/hour)> \$			\$

Table 2 As and when requested printing services - Intial period and all option years included (in compliance with Scenario B as oulined in Annex A - SOW)				
ltem	Category	Size	Firm all inclusive unit price (Canadian \$)	
		Size	\$ Sq. Ft. / copy	Estimated total quantity for evaluation purposes Estimated cost for evaluation purposes
1	Large Maps (Colour)	24" x 24" to 36" x 84"	\$	10,000 sq. ft. \$
2	Large Maps (Black and White)	24" x 24" to 36" x 84"	\$	10,000 sq. ft. \$
3	Small Documents or Maps - Tabloid (Colour)	11" x 17"	\$	5,000 copies \$
4	Small Documents or Maps - Tabloid (Black and White)	11" x 17"	\$	5,000 copies \$
5	Small Documents (Colour)	8½" x 11"	\$	10,000 copies \$
6	Small Documents (Black and White)	8½" x 11"	\$	10,000 copies \$
7	Small Documents - Legal (Colour)	8½" x 14"	\$	2,000 copies \$
8	Small Documents - Legal (Black and White)	8½" x 14"	\$	2,000 copies \$
Total for Evaluation Purposes			\$ Sum of Items 1 to 8	

\$ Sum of Table 1 + Table 2