



## REQUEST FOR STANDING OFFER AMENDMENT

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

<b>RFSO Amendment No.</b>  1	<b>RFSO Amendment Date:</b>  October 11, 2022
<b>File No.</b>  ECFT-2022-1629	
<b>Title:</b>  Coaching Services	
<b>Request for Standing Offer Closing Date:</b>  November 2, 2022 at 2:00PM (Gatineau Time)	
<b>ENQUIRIES – address enquiries to the Contracting Authority:</b>  <b>Commissioner of Canada Elections</b> 30 Victoria Street Gatineau, Quebec K1A 0M6  <a href="mailto:proposition-proposal@elections.ca">proposition-proposal@elections.ca</a>	
<b>Attention:</b>  Francine Touchette	<b>Tel No.</b>  (873) 416-0811

## **Part 1. Interpretation**

- 1.1** Elections Canada hereby amends in accordance with this amendment the Request for Standing Offer for Coaching Services bearing number ECFT-RFSO-2022-1629 and dated September 29, 2022 (the “RFSO”). This amendment hereby forms part of the RFSO.
- 1.2** Unless defined herein or unless the context otherwise requires, all of the words and phrases defined in the RFSO and used in this amendment shall have the same meanings assigned to them in the RFSO.

## **Part 2. Questions and Answers**

The following questions have been asked in response to the Request for Standing Offer and Elections Canada, hereby answers as follows:

### **2.1 Question No. 1**

Question:

Is the goal to provide one contract to a firm or set up a pool of coaches?

Answer:

As stipulated in the RFSO Section 1.3.1 It is Elections Canada’s intent to issue multiple standing offers for the following service categories:

In the Coaching Services – Group and Individual – French Service category, the offers will be ranked from highest to lowest and will be considered for the issuance of a Standing Offer.

In the Coaching Services – Group and Individual – English Service category, the offers will be ranked from highest to lowest and will be considered for the issuance of a Standing Offer.

### **2.2 Question No. 2**

Question:

What level are the employees receiving coaching support (entry)?

Answer:

The Standing Offer for Coaching Services will be available to all employees of Elections Canada.

### 2.3 Question No. 3

Question:

How many employees would receive coaching support over a year? An estimate suffices.

Answer:

We can estimate around twenty (a little more, a little less).

### 2.4 Question No. 4

Question:

Can an offeror offer one coach who is bilingual and meets all requirements?

Answer:

The Offeror must submit an offer for the category of services in French or English or both categories under separate cover.

### 2.5 Question No. 5

Question:

Security: The Level of information is Protected B and *“the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED”*. Must the offeror have DOS document safeguarding standing prior to bid closing (IT and information – paper), to bid?

Answer:

As such, the Request for Standing Offer is amended in accordance with Sections 3.1 of this amendment.

### 2.6 Question No. 6

Question:

Coaching individuals and coaching teams require different skill sets. Would EC allow bidders to offer their services to one type of coaching and not the other?

Answer:

No, Offerors must submit an offer with the following services:

Coaching Services – Group and Individual – French  
or  
Coaching Services – Group and Individual – English

## 2.7 Question No. 7

### Question:

1. In part 8: Technical Evaluation Criteria, Rated Criteria 2 (R2) evaluates an Offeror's professional coaching experience within either a government context or a public company. a. Does the term public company refer to a company that is publicly traded? b. Can you please define the meaning of public company? c. If this does refer to professional coaching experience with companies that are publicly traded, please explain why this is relevant/important to Elections Canada?
2. If an Offeror's professional coaching experience is exclusively with privately held organization's, does this disqualify them from submitting a response?
3. If an Offeror's experience is with privately held companies, can they still receive partial marks for this rated criteria or will they receive a score of zero?

### Answer:

As such, the Request for Standing Offer is amended in accordance with Section 3.3 of this amendment.

## Part 3. Amendments

### 3.1 Amendment to the Request for Standing Offer document

The Request for Standing Offer is hereby amended as follows:

On Page 21 of the RFSO:

#### 5.1 Security Requirement

##### Delete:

At the RFSO closing date, the following conditions must be met:

- a) the Offeror must hold a valid organization security clearance as indicated in Part 7 – Standing Offer; and
- b) the Offeror, its personnel or proposed resources requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 7 - Standing Offer;

- c) the Offeror must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.

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

Insert:

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

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

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

**3.2 Amendment to Part 7 – Annex A – Resulting Contract Clauses**

The Request for Standing Offer is hereby amended as follows:

The Request for Standing Offer is hereby amended by deleting in its entirety Part 7 – Annex A – Resulting Contract Clauses in French and replacing it with the attached Part 7 – Annex A – Resulting Contract Clauses in English (Revised on October 11, 2022).

**3.2.1 Amendment to Part 8 – Rated Technical Evaluation- Table B – Rated Technical Evaluation R2:**

**Delete: R2**

<p><b>Professional Coaching Experience within either a government context or public company</b></p> <p>The Offeror should provide three (3) Client Project References which substantiate that the proposed Resource has extensive experience providing Coaching Services within either a government context (e.g. federal, provincial or a public company.)</p> <p>The Client Project references should:</p>	<p>30</p>
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- i. be from three (3) different projects;
- ii. be for Coaching Services Group and/or Individual;
- iii. be from a project within either a government context (e.g. federal, provincial or a public company).
- iv. have been completed in the past (5) years.

**Scoring methodology:**

The Offeror will receive up to ten (10) points for each Project (maximum of three (3) that demonstrates the experience using the proposed principles in (I to iv). A summary of the project should be provided.

The Offeror will receive up to 30 points as follows:

- 10 points – The project was well described and it fully and clearly demonstrated that the proposed Resource has experience providing Coaching Services using the proposed basic principles identified. The project addresses the 5 components mentioned above (paragraphs I to iv.
- 5 points – The project was described, but it lacked some details and some information demonstrating that the proposed Resource has experience providing Coaching Services using the proposed basic principles identified. The project only covers 3 components mentioned above (paragraphs I to iv.)
- 2 points – The project description was vague, and it lacked details and information in most areas; it was unclear that the proposed Resource has experience providing Coaching Services using the proposed basic principles identified. The project covers less than 3 points of the components mentioned above (paragraphs I to iv.)
- 0 point – The project description was not applicable to the requirement or does not sufficiently address the basic principles identified. The project does not cover any of the components mentioned above (paragraphs I to iv.)

**Submission requirement:**

The Offeror should clearly demonstrate the project description by completing all the information requested in Annex B to Part 7 – Client Reference/Project Template that allows them to meet the rated criteria.

**INSERT R2**

<p><b>Professional Coaching Experience within either a government context or public sector</b></p> <p>The Offeror should provide three (3) Client Project References which substantiate that the proposed Resource has extensive experience providing Coaching Services within a public sector.</p> <p>The Client Project references should:</p> <ul style="list-style-type: none"> <li>i. be from three (3) different projects;</li> <li>ii. be for Coaching Services Group and/or individual;</li> <li>iii. be from a project within a public sector;</li> <li>iv. have been completed in the past (5) years.</li> </ul> <p><b>* Public Sector:</b> Organizations and entities that are part of any governmental structure (Federal, provincial, municipal) and that are not controlled by individuals, voluntary organizations or private companies.</p> <p><b>Scoring methodology:</b></p> <p>The Offeror will receive up to ten (10) points for each Project (maximum of three (3) that demonstrates the experience using the proposed principles in (I to iv). A summary of the project should be provided.</p> <p>The Offeror will receive up to 30 points as follows:</p> <ul style="list-style-type: none"> <li>• 10 points – The project was well described and it fully and clearly demonstrated that the proposed Resource has experience providing Coaching Services using the proposed basic principles identified. The project addresses the 5 components mentioned above (paragraphs I to iv).</li> <li>• 5 points – The project was described, but it lacked some details and some information demonstrating that the proposed Resource has experience providing Coaching Services using the proposed basic principles identified. The project only covers 3 components mentioned above (paragraphs I to iv.)</li> <li>• 2 points – The project description was vague, and it lacked details and information in most areas; it was unclear that the proposed Resource has experience providing Coaching Services using the proposed basic principles identified. The project covers less than 3 points of the components mentioned above (paragraphs I to iv.)</li> </ul>	<p>30</p>
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<ul style="list-style-type: none"><li>• 0 point – The project description was not applicable to the requirement or does not sufficiently address the basic principles identified. The project does not cover any of the components mentioned above (paragraphs I to iv.)</li></ul> <p><b>Submission requirement:</b></p> <p>The Offeror should clearly demonstrate the project description by completing all the information requested in Annex B to Part 7 – Client Reference/Project Template that allows them to meet the rated criteria.</p>	
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## **Annex A – Resulting Contract Clauses**

### **Article 1 Interpretation**

#### **Section 1.01 Definition**

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

“Articles of Agreement” means Articles 1 to 11;

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

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

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

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

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

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

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

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**

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

1. Annex A – Articles of the Standing Offer;
2. The Call-up against the Standing Offer;
3. Appendix A – Statement of Work;
4. Appendix B – Supplemental Conditions – Contractor to Own IP Rights;
5. Appendix C - Supplemental Conditions – Personal Information;
6. Appendix D – General Conditions – Services;
7. Annex B – Pricing Table;
8. Annex C – Security Requirements Check List;
9. Annex D – Template Call-up; and
10. the Offeror’s offer, dated [insert at issuance of Standing Offer].

## **Article 2 Statement of Work**

### **Section 2.01 SOW**

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

## **Article 3 Period of Contract**

### **Section 3.01 Term**

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

## **Article 4 Authorities**

### **Section 4.01 Contracting Authority**

4.01.01 The Contracting Authority will be the Standing Offer Authority.

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

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

#### **Section 4.02 Technical Authority**

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

### **Article 5 Basis of Payment**

#### **Section 5.01 Contract Price**

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

#### **Section 5.02 Limitation of Expenditure**

- 5.02.01 Elections Canada's total liability to the Contractor under the Contract must not exceed the amount identified on the Call-up. Customs duties are included, and any applicable sales tax is extra.
- 5.02.02 No increase in the total liability of Elections Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any services that would result in Elections Canada's total liability being

exceeded before obtaining the written approval of the Contracting Authority.

5.02.03 The Contractor must notify the Contracting Authority in writing as to the adequacy of the sum:

(a) when it is 75 percent committed, or

(b) four months before the Contract expiry date, or

(c) as soon as the Contractor considers that the Contract funds provided are inadequate for the completion of the Work,

whichever comes first.

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

### **Section 5.03 Applicable Sales Tax**

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

### **Section 5.04 Office Closure**

5.04.01 Where the Contractor, its employees, subcontractors or agents are providing services on Elections Canada premises pursuant to Subsection 8.01.01, and such premises are inaccessible due to the evacuation or closure of government offices, and as a result, no Work is performed by the Contractor or its employees, subcontractors or agents, Elections Canada is not responsible for paying the Contractor for Work that otherwise would have been performed if there had not been an evacuation or closure.

5.04.02 Where the Contractor, its employees, subcontractors or agents are providing services on Elections Canada premises pursuant to Subsection 8.01.01 and as a result of a strike or lock-out, the Contractor or its employees, subcontractors or agents are unable to obtain access to government premises and no Work is performed, Elections Canada is not responsible for paying the Contractor for Work that otherwise would have been performed if that Contractor or its employees, subcontractors or agents had been able to access the government premises.

## **Article 6 Information Reporting**

### **Section 6.01 Form T1204**

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

## **Article 7 Payments and Invoices**

- 7.01.01 Elections Canada will pay the Contractor on completion of the Work in accordance with the Contract if:
- (a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in Section 7.02;
  - (b) all such documents have been verified by Elections Canada; and
  - (c) the Work performed has been accepted by Elections Canada.

## **Section 7.02 Invoices**

- 7.02.01 The Contractor must submit invoices in accordance with the section entitled “Invoice Submission” of the General Conditions. Invoices cannot be submitted until all Work identified in the invoice is completed.
- 7.02.02 Each invoice must be supported by:
- (a) a copy of time sheets to substantiate the time claimed in accordance with Subsection 5.01.01;
  - (b) any other documents or progress reports specified in the Contract to substantiate the Work performed; and
  - (c) a copy of the invoices, receipts and vouchers for all authorized travel and living expenses and any other direct expenses claimed by the Contractor.
- 7.02.03 The original and one copy of each invoice along with one copy of the supporting documents identified in **Error! Reference source not found.** must be sent by the Contractor to the address shown on page 1 of the Standing Offer for certification and payment by Elections Canada.

## **Article 8 Elections Canada Facilities and Personnel**

### **Section 8.01 Access to the Location of the Work**

- 8.01.01 Elections Canada’s facilities, equipment and documentation are not automatically at the disposal of the Contractor. If access to Elections Canada 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 Standing Offer 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 resulting contracts.

### **Section 8.02 Access to Personnel**

- 8.02.01 Elections Canada’s personnel are not automatically at the disposal of the Contractor. The Contractor is responsible for timely identification of the need for access to the referenced personnel.

- 8.02.02 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 9 Insurance**

### **Section 9.01 Insurance**

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

## **Article 10 Applicable Laws**

### **Section 10.01 Applicable Laws**

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

## **Article 11 Access to Information**

- 11.01.01 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.