



## Procurement and Contracting Services

30 Victoria Street  
Gatineau, Quebec K1A 0M6  
proposition-proposal@elections.ca

## INVITATION TO QUALIFY

Respondent's Name:

Address:

Tel No.:

E-mail:

**IN WITNESS WHEREOF**, the response to this Invitation to Qualify has been duly executed on behalf of the Respondent by the hands of its officer duly authorized in that behalf

\_\_\_\_\_  
*signature of authorized signatory*

\_\_\_\_\_  
*print name of authorized signatory*

\_\_\_\_\_  
*print title of authorized signatory*

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

Office of the Chief Electoral Officer File No.:

ECBH-ITQ-2022-1638

Title:

Field Service Supply Solution  
(FSSS)

Date:

July 20, 2023

Invitation to Qualify Closing Date:

August 30, 2023 at 2:00PM (Eastern daylight time)

ENQUIRIES – address enquiries to:

Office of the Chief Electoral Officer of Canada

Procurement and Contracting Services

30 Victoria Street

Gatineau QC K1A 0M6

proposition-proposal@elections.ca

Attention:

Brandon Hua

Tel No.:

873-415-0459

ITQ RESPONSE RECEIVING UNIT

RETURN RESPONSES TO:

**Option 1: Connect TM**

For any response submitted using Connect, the email address is:

[proposition-proposal@elections.ca](mailto:proposition-proposal@elections.ca)

Responses will not be accepted if emailed directly to this email address. This email address is to be used to open a Connect conversation, as detailed in Part 2, or to send responses through a Connect message if the Respondent is using its own licensing agreement for Connect.

Requests to open a Connect conversation should be sent at least six Business Days prior to the ITQ closing date.

**Option 2: Business Centre**

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.

## **INVITATION TO QUALIFY (ITQ) FOR THE PROCUREMENT PROCESS FOR FIELD SERVICE SUPPLY SOLUTION (FSSS)**

This Invitation to Qualify (“ITQ”) contains the following documents:

- PART 1. GENERAL INFORMATION**
- PART 2. RESPONDENT INSTRUCTIONS**
- PART 3. RESPONSE PREPARATION INSTRUCTIONS**
- PART 4. EVALUATION PROCEDURES AND BASIS OF QUALIFICATION**
- PART 5. CERTIFICATES**
- PART 6. SECURITY**
- PART 7. ENGAGEMENT, REVIEW AND REFINE REQUIREMENTS INSTRUCTIONS**
- ANNEX A: ITQ MANDATORY EVALUATION CRITERIA**
- ANNEX B: ANTICIPATED HIGH LEVEL ENGAGEMENT, REVIEW AND REFINE REQUIREMENTS (ERRR) PROCESS**
- ANNEX C: DEFINITIONS**
- ANNEX D: PRELIMINARY SECURITY REQUIREMENTS CHECKLIST (SRCL)**
- ANNEX E: NON-DISCLOSURE AGREEMENT (NDA)**
- FORM 1: RESPONSE SUBMISSION FORM**
- FORM 2: PROJECT REFERENCE CHECK FORM**

## Part 1. General Information

### 1.1 Code of Conduct for Procurement

- 1.1.1 To comply with the [Code of Conduct for Procurement](#), Respondents must respond to an Invitation to Qualify (ITQ) in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements stipulated in the ITQ. By submitting a response, the Respondent is certifying that it is complying with the [Code of Conduct for Procurement](#). Failure to comply with the [Code of Conduct for Procurement](#) will render the response non-responsive.
- 1.1.2 Respondents 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 response in respect of which the information herein requested is missing or inaccurate, or in respect of which the information contained in the certificates contemplated in this Section 1.1 is found to be untrue, in any respect, by Elections Canada. If it is determined, after Contract award, that the Respondent made a false declaration or certification, Elections Canada will have the right to terminate for default the resulting Contract. The Respondent and any of the Respondent'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 any ensuing solicitation. Elections Canada may verify the information provided by the Respondent, including the information relating to the acts or convictions specified herein, through independent research, use of any government resources or by contacting third parties.
- 1.1.3 By submitting a response, the Respondent certifies that no one convicted under any of the provisions under Paragraphs 1.1.3(a) or (b) is to receive any benefit under a contract arising from any ensuing solicitation. In addition, the Respondent 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 Respondent nor any of the Respondent'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 His Majesty);
    - iv. section 418 (Selling defective stores to His Majesty);
    - v. section 462.31 (Laundering proceeds of crime);
    - vi. section 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 His Majesty);
    - iii. section 154.01 (Fraud against His 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).

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

1.1.5 Respondents understand that Elections Canada may at its sole discretion pursue a separate procurement process with a supplier or with an Affiliate who has been convicted of an offence enumerated under Paragraphs 1.1.3 (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.

- 1.1.6 By submitting a response, the Respondent certifies that neither the Respondent nor any of the Respondent'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 this ITQ or any ensuing solicitation or eventual, Contract if the payment of the fee would require the individual to file a return under section 5 of the [Lobbying Act](#).
- 1.1.7 The Respondent acknowledges and agrees that the certifications contemplated must remain valid during the period of the resulting Contract arising from any subsequent solicitation.

## **1.2 Introduction**

- 1.2.1 This ITQ is the first phase of a procurement process by Elections Canada for Field Service Supply Solution. This ITQ process is not a solicitation or tender for proposals. No contract will be awarded as a result of activities conducted during the ITQ phase. Respondents are invited to pre-qualify in accordance with the terms and conditions of this ITQ in order to become Qualified Respondents for any later phases of the procurement process. Only Qualified Respondents who meet the mandatory ITQ requirements will qualify and be permitted to participate in any subsequent solicitation issued as part of the procurement process.
- 1.2.2 Elections Canada may run a second qualification round in accordance with the process outlined in Section 4.5 if the first round of the ITQ does not, in Elections Canada's sole discretion, result in a sufficient number of Qualified Respondents.
- 1.2.3 This ITQ or the anticipated solicitation may be cancelled by Elections Canada in part or in its entirety at any time and it may not result in the subsequent procurement process described in this document. Respondents and Qualified Respondents may withdraw from the ITQ at any time by providing written notification to the Contracting Authority. Therefore, Respondents who submit a response to the ITQ may choose not to respond on any subsequent solicitation.
- 1.2.4 Elections Canada reserves the right to cancel any of the preliminary requirements included as part of the requirement at any time during the ITQ or any other phase of the procurement process.
- 1.2.5 Even though certain Respondents may be pre-qualified by Elections Canada as a result of this ITQ, Elections Canada reserves the right to re-evaluate any aspect of the qualification of any Qualified Respondent at any time during the procurement process.
- 1.2.6 This ITQ is neither a Request for Proposal nor a solicitation of bids or tenders. Elections Canada does not intend to create a contractual relationship, either expressed or implied, through this

ITQ. Any contractual relationship(s) will be created following the future phases of the procurement process, if any.

1.2.7 Any previous documentation, communications and discussions, whether oral or written, regarding the Field Service Supply Solution are not binding or relevant to this ITQ.

### **1.3 Background**

#### **1.3.1 Summary**

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

Elections Canada is commencing a multi-phased, procurement process as part of the Field Service Supply Solution.

After the completion of all phases, it is anticipated that the procurement process will result in the selection of one or multiple contractor(s) for the Field Service Supply Solution.

#### **1.3.2 Project Background**

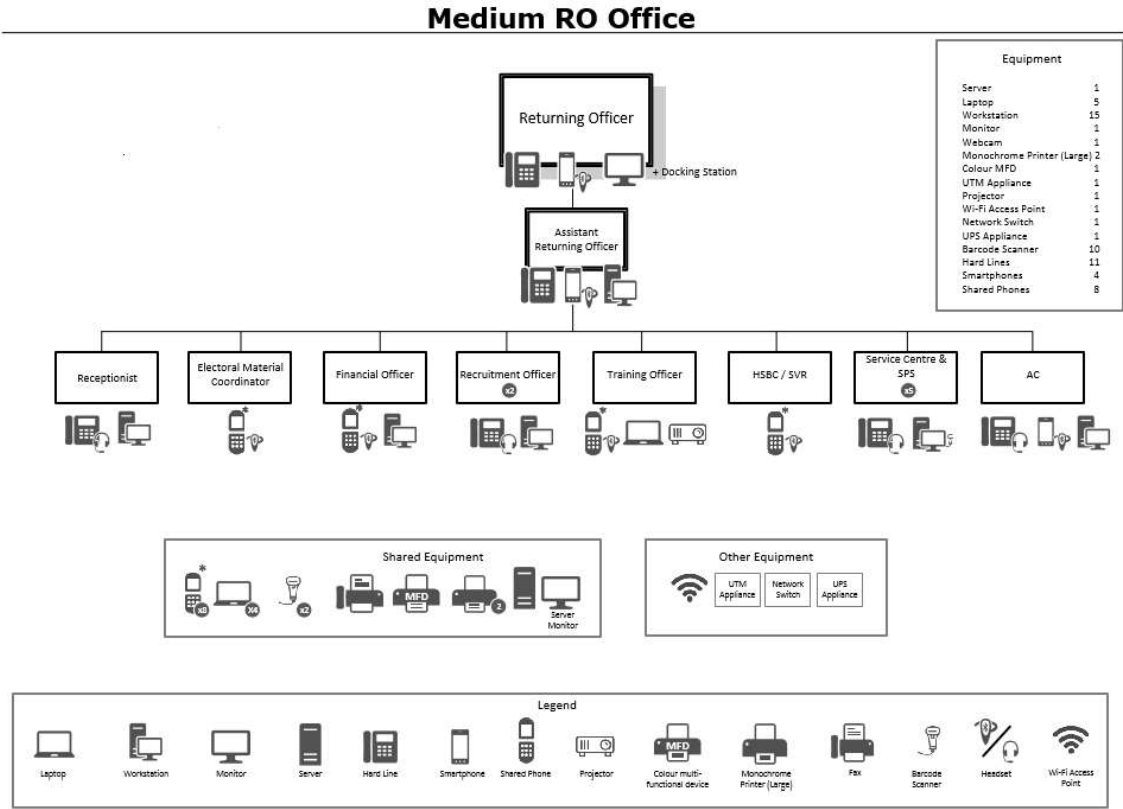
During an election or referendum Elections Canada is responsible for commissioning, operating, supporting, and decommissioning technology solutions in a variety of service points, such as Field Offices, which include 343 Returning Offices and approximately 160 Additional Assistant Returning Offices, Elections Canada headquarters and various service points where voting services are offered (advance and polling day polls, campuses, kiosks, etc.).

The logistics and support involved in commissioning, operating, and decommissioning these service points throughout Canada’s immense and diverse geography is extremely challenging, and is mission-critical since a General Election is a no-fail national Event. Elections Canada is required to establish service points in all regions of the country, in multiple time zones, and in locations that are only accessible by air or ferry, and can be located in areas where natural obstacles (rivers, mountains, lakes) and poor roadways (tertiary and local roads) are unavoidable.

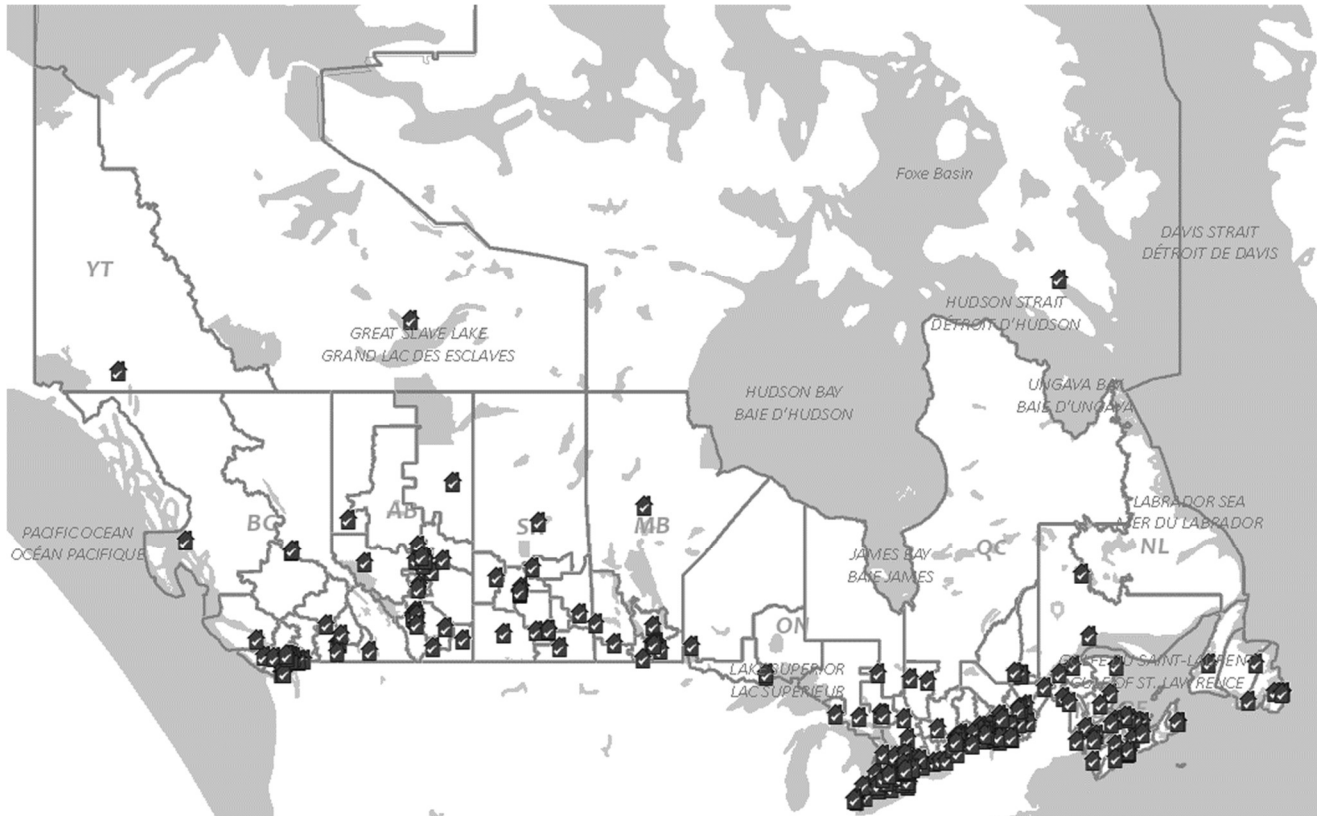
A General Election must be held every four (4) years during a majority government, but may occur with greater frequency during a minority government. By-elections may occur in one or more electoral districts at any time in the event a seat becomes vacant. The Event period before election day has a duration of between 36 and 50 days, determined at the discretion of the current government. Legislated and operational electoral activities may begin several months before an election is called and continue for several weeks to months after election day. A referendum may take place in a province or across all of Canada.

1.3.3 Current Environment

The following Elections Canada diagram depicts the current technology capabilities and configuration of an average Field Office. However, this setup is expected to change as Elections Canada is highly motivated to evolve our services under the Field Service Supply Solution project.



The following map illustrates the distribution of Field Offices in Canada:



#### 1.3.4 Event Volumetric Data

The following volumetric data may be associated with previous General Elections:

- (a) electoral calendar of 36 calendar days from the call of the election to election day;
- (b) 338 electoral districts;
- (c) ~500 RO offices and AARO offices;
  - a. ~2,700 cellular phones and ~4,300 IP telephones
  - b. ~8,300 desktops/laptops, 338 servers and supporting ancillary networking devices
- (d) ~150 External Service Points or Additional Service Points for students and other electors
  - a. In 2019 – this included technology to support voting at 119 student campuses;
- (e) 15,000 Polling Places;
  - a. 70,000 voting service desks composed of
    - 1. 62,000 election day voting service desks and 24,100 registration service desks;
    - 2. 8,000 advance voting service desks and 5,500 registration service desks;
  - ii. 4,000 polling stations serving long term care and retirement communities
- (f) services such as hospitals and prisons
- (g) over 27 million electors;
- (h) over 2,200 candidates; and
- (i) over 1,500 temporary Elections Canada headquarters staff.



### 1.3.5 Scope of Anticipated Procurement

(a) **Number of Contracts:** Currently, Elections Canada is contemplating the award of one or more contracts. Elections Canada has described two streams for possible reference purposes:

1. Stream one for Field Offices and Elections Canada headquarters
2. Stream two for in-person voting service points (advance polls and election day polls, post-secondary institutions, etc.)

Elections Canada may make use of these two streams or other options to set additional streams which will be further detailed at the ERRR phase or Solicitation and Contract Award phase. At that time, Qualified Respondents of the ITQ may bid on one or more of the final streams as outlined during the Solicitation and Contract Award Phase.

(b) **Term of Contract(s):** Elections Canada is currently contemplating a long term and/or contract period of six years with two additional three-year or four-year option periods.

## 1.4 **Streams – Field Offices and Elections Canada Headquarters, and In-Person Voting Service Points**

### 1.4.1 Field Offices and Elections Canada Headquarters

*Returning Officer Offices (RO Offices) and Additional Assistant Returning Officer Offices (AARO Offices)*

During a General Election, Elections Canada establishes approximately 500 Field Offices of varying types and sizes across Canada for the duration of the election period. Once established, election administrators responsible for these offices must plan and coordinate the opening of up to 20,000 service points.

Elections Canada is required to lease, fit-up, equip and establish telephony and data communications for 1 RO Office in each electoral district, for each General Election, referendum, or by-election. In a minority government situation and by-election scenario, there may not be prior notice of an election call and the office must be fully operational in only a few days. While considerable work can be and is done in advance to identify possible office locations and to arrange contracts for furniture, equipment, telephone and network services, the extremely compressed time period for completing the office set-up in locations across Canada makes this a critical success factor for every Event. As all RO Offices provide similar election delivery services (i.e., information and communication services to candidates and electors, registration and voting services, recruitment and training, preparation of Polling Place materials, etc.), the office set-ups are similar, but the size of the office, and the volume of transactions that would derive from the size of the electoral district could be very different.

Technical challenges in establishing telephony and network services can be significant, especially in remote locations. The management focus during the office set-up period is intense as there is a high expectation of last-minute changes or issues, such as, each location is unique and is not generally known until the Event is launched; set-up services must be delivered locally; and telecommunications services may be affected by local conditions. Once an office is up and running, a number of major activities are currently dependent on applications installed on local servers and the performance of on-site printers. This is expected to be required in 2025, but we are expecting Respondents to provide options for improvement or streamlining in the future.

In some electoral districts one or multiple AARO Offices will be established as satellite offices, primarily in geographically large electoral districts in which it would be difficult to serve electors at, due to large distances that they would need to travel. These offices are established as an extension of the configuration of an RO Office. Many of the communities in which these offices are established are distanced from the RO Office (main hub) of the electoral district and access may be challenging.

Returning Officers and Field Liaison Officers have permanent offices in their homes, to be able to operate outside of election periods. ROs and FLOs will require the ability to travel between their home office, RO Office and AARO office, and future possibilities of how to align the services or provide a new single service infrastructure will be expected.

#### *Elections Canada Headquarters*

In order to support a General Election, Elections Canada hires approximately 1500 additional temporary staff to augment Elections Canada headquarters staff. The agency is seeking assistance with provisioning, configuration, and support of workstations for Elections Canada headquarters users at all times, but particularly before, during and after the Event period.

#### 1.4.2 In-Person Voting Service Points

##### *Polling Places*

Polling Places are designated locations where electors go to vote at advance polls or on election day. Technology has not been used at polls federally, but Elections Canada is contemplating the opportunity to introduce technology at Polling Places to streamline the voting processes and support their administration. Polling Places range from very small locations in very remote regions, such as a single community room in a small town, to large locations such as conference centres in urban regions.

##### *External Service Points (ESPs)*

ESPs are located at selected post-secondary institution campuses across Canada. The ESP program provides students and other electors with the possibility to vote by special ballot on campus during an Event. ESPs are open for only a short period of time (approximately 2 – 5 days) during the Event. Technology may be deployed to these locations in support of the voting process.

### *Additional Service Points (ASPs)*

ASPs are temporary service points that offer special ballot services to targeted groups of electors who are facing barriers in accessing their ballot (planned ASPs) or have little to no other voting opportunity due to specific circumstances beyond their control (unplanned ASPs). They are typically open for a short period of time during the Event. Technology may be deployed depending on the circumstances and whether an ASP is planned early enough to deploy.

### **1.5 Desired Outcomes**

Elections Canada envisions an agile and flexible services and technology supply offering that leverages technological advances and innovations to continuously evolve and improve election services by taking advantage of IT industry trends such as technology consumerization, Internet-of-Things, wireless and emerging technologies such as Artificial Intelligence and analytics, while ensuring that information and data is protected and secure at all times.

An Elections Canada vision statement will be provided for the ERRR process.

Elections Canada is seeking the following outcomes:

1. A technology ecosystem that is continuously changing and evolving, never becoming out-of-date or obsolete;
2. Solutions, including end-to-end logistics, are flexible - an election kit can be assembled for each service point, easily adding and removing components needed for the type of service, including consumables;
3. Hardware is a commodity - devices are relatively inexpensive, widely available, can function on a plug and play basis, and are interchangeable with other open hardware of its type;
4. Solutions are scalable, configurable, and reconfigurable - solutions can rapidly adapt to increase or decrease the configuration/number/type of equipment in response to demand, even during the election period (through the provisioning of local reserve marketplaces and/or same-day direct to office deliveries);
5. Rapid Deployment – solutions can be rapidly and efficiently tracked, deployed and recovered, with minimal notice;
6. Open digital standards, possibly including consumer devices, cloud services, IP telephony services and Internet services;
7. Usability – an average Canadian with some experience in using computers, tablets, or mobile devices can take the kit to a Polling Place or service point or Field Office, set it up themselves and open for service in under an hour or two, with limited training and no technical IT experience necessary;
8. Accessibility – solutions support Canada’s two official languages and are accessible;

9. Low carbon footprint – continuous reduction of the carbon footprint and the use of paper in the field and at Polling Places and service points;
10. Operational efficiencies improved use of staff time and effort, flexibility in reusing equipment and materials, while still producing a high-quality service/product; and
11. Technology to improve administration of Polling Places – by fall 2025, ability to deploy technology in some 250 urban and semi-urban electoral districts, where 6,000-7,000 Polling Places would provide technology to 18,000 to 25,000 poll workers.

## **1.6 Scope of Services**

The scope of services Elections Canada is seeking includes:

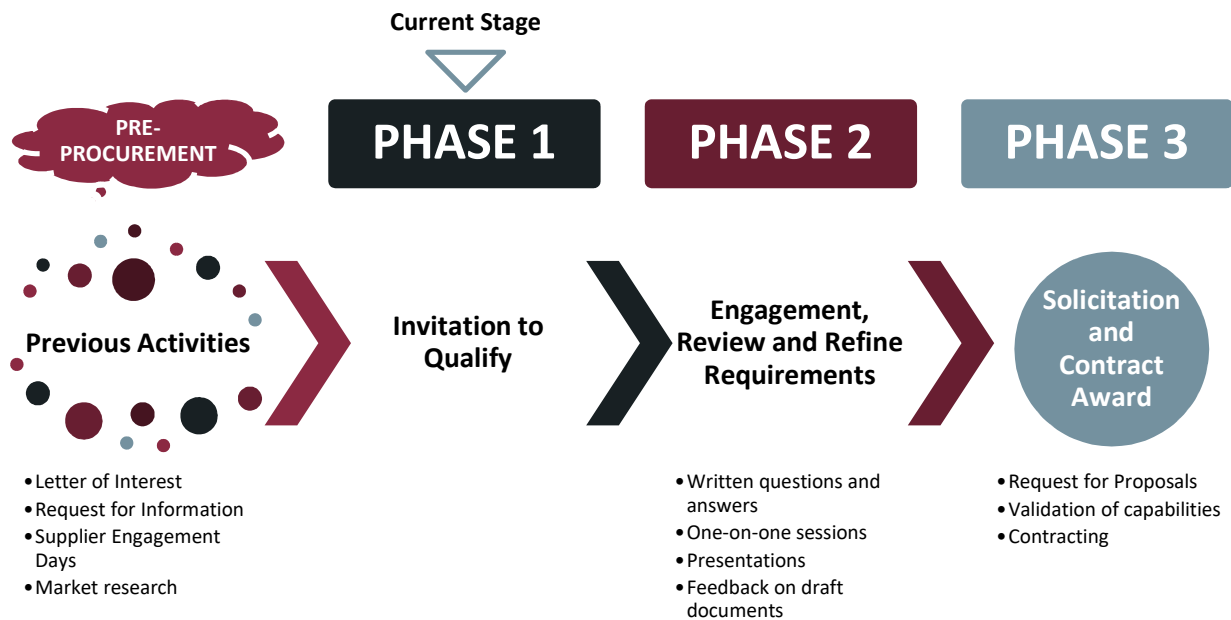
1. Guidance and support in the identification and adoption of service supply solutions that can benefit Elections Canada;
2. Supply of user-centric packaging and related services;
3. Supply of equipment for Elections Canada headquarters resources;
4. Supply, warehousing, distribution, recovery, tracking and reporting of equipment and peripherals. This includes accessories and consumable goods;
5. Option for installation and configuration of equipment, including options for installation to be completed by Field Office staff;
6. Equipment lifecycle management, potentially including government furnished equipment;
7. Technical support services;
8. Project management services;
9. Continuous improvement and evolution of these and related services throughout the duration of the resulting Contract;
10. Building the solution such as continuous improvement throughout the life of the contract(s) as well as the architecting and proposing user-centric services for the different locations;
11. A transition phase that will include the transfer of knowledge pertaining to, but not limited to, the acquisition, installation, deinstallation, storage of IT hardware/equipment/accessories and software as well as the deployment, support and recovery services needed during an Event.

### 1.6.1 Trade Agreements

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

### 1.7 Overview of Anticipated Procurement Process

This procurement will be fulfilled through a multi-phased procurement process. The multi-phased procurement process remains subject to change or cancellation. Elections Canada anticipates that the procurement process will be conducted in the following phases and may include the associated activities:



#### 1.7.1 Phase 1 – Invitation to Qualify (ITQ)

This ITQ is open to all suppliers and will be used to qualify Respondents to participate in subsequent phases of the procurement process. Respondents who qualify during this phase will be referred to as Qualified Respondents. This Phase 1 will result in a pre-qualified list of suppliers. Respondents will be notified of the evaluation results once the ITQ evaluation process is completed.

### 1.7.2 Phase 2 – Engagement, Review and Refine Requirements (ERRR)

Using the pre-qualified list of suppliers established in Phase 1, only Qualified Respondents will participate in Phase 2 – ERRR phase. The pre-qualification will allow a more focused interaction with the Qualified Respondents to further refine the requirement by addressing the Qualified Respondents' concerns and considering the Qualified Respondents' recommendations.

During this phase, Elections Canada may provide Qualified Respondents with information associated with the anticipated solicitation which may include, but not necessarily be limited to: Elections Canada's outline of the anticipated requirement, portions of a draft statement of work, and/or draft contractual terms and conditions. This information is intended to stimulate feedback from the Qualified Respondents in order to assist Elections Canada in clarifying its direction and further refining the requirements. These interactions could include:

- (a) one-on-one sessions;
- (b) presentation sessions;
- (c) interactive collaborative tools;
- (d) providing comments and suggestions on draft documents; and/or
- (e) written questions and answers.

Elections Canada will finalize the solicitation documents following this phase.

### 1.7.3 Phase 3 – Solicitation and Contract Award

Elections Canada anticipates releasing solicitation documents directly and only to those Qualified Respondents who remain qualified at the time the solicitation is released. A standard enquiries (question and answer) process will ensue and be detailed in any solicitation document. Dependent on the number of contracts to be issued, the Qualified Respondent(s) which are successful during this phase will be eligible to be awarded a contract.

## 1.8 **Debriefings**

Respondents may request a debriefing on the results of the ITQ. Respondents should make the request to the Contracting Authority within 10 Business Days of receipt of the results of the ITQ. At Elections Canada's discretion, the debriefing may be in writing, by telephone or in person.

## 1.9 **Anticipated Data Sovereignty**

1.9.1 The protection of information, from a privacy and security perspective, is core to the integrity of government programs, which underpins confidence in Canada. All information managed by

Elections Canada requires protection, including information published publicly in order to appropriately protect the confidentiality, integrity and availability of the information. Field Service Supply Solution will process information up to and including Protected B and it is incumbent that the solution incorporates the appropriate controls aligned with Government of Canada security policies and guidelines (i.e. Policy on Government Security, ITSG-33), in order to safeguard the interests of Elections Canada and those of its partners to this level of security. No information above Protected B will be processed by this solution.

- 1.9.2 Furthermore, security controls, which ensure the confidentiality, integrity and availability of the solution, are imperative requirements for Field Service Supply Solution, as Canadians expect Elections Canada to take all appropriate measures to protect personal and sensitive information. Therefore, Field Service Supply Solution and the infrastructure may be required to be established within the geographic boundaries of Canada. Stringent contractual and technical measures must be put in place to ensure that government information is secured at all times, at rest and in motion, through encryption protection and is only accessed by those authorized to access the infrastructure for those purposes approved by Field Service Supply Solution.

## **Part 2. Respondent Instructions**

### **2.1 Instructions and Conditions**

Respondents who submit a response agree to be bound by the instructions, terms and conditions of this ITQ.

### **2.2 Procurement Business Number**

Canadian suppliers are required to have a Procurement Business Number (PBN) before the effective date of any resulting 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 Info Line at 1-800-811-1148 to obtain the telephone number of the nearest [Supplier Registration Agent](#).

### **2.3 Submission of Responses**

- 2.3.1 Elections Canada requires that the Respondent complete and sign the first page of the ITQ and submit such page with its response at the ITQ closing date and time. If a response is submitted by a Joint Venture, it must be in accordance with Section 2.16. If the first page of the ITQ is not provided with the response, the Contracting Authority will request it and the Respondent must provide it within the delay prescribed in such request or Elections Canada will declare the response non-responsive if not completed and submitted as requested.

- 2.3.2 It is the Respondent's responsibility to:

- (a) obtain clarification of the requirements contained in the ITQ, if necessary, before submitting a response;

- (b) prepare its response in accordance with the instructions contained in the ITQ;
- (c) submit a complete response by the ITQ closing date and time;
- (d) send its response only to Elections Canada ITQ Response Receiving Unit specified on page 1 of this ITQ ("ITQ Response Receiving Unit"). The ITQ Response Receiving Unit is open from 8:00 a.m. to 4:00 p.m. Monday to Friday and closed on all statutory holidays;
- (e) if selecting Option 2 in reference to page 1, the ITQ Response Receiving Unit is open from 8:00 a.m. to 4:00 p.m. Monday to Friday and closed on all statutory holidays. Ensure that the Respondent's name and return address, the ITQ number, and the ITQ closing date and time are clearly visible on the envelope or the parcel(s) containing the response;
- (f) provide a comprehensible and sufficiently detailed response, including all requested details, that will permit a complete evaluation in accordance with the criteria set out in the ITQ.

2.3.3 If Elections Canada has provided Respondents with multiple formats of a document that forms part of the ITQ (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 and such GETS format should therefore be used by Respondents. If Elections Canada posts an amendment to the ITQ revising any documents provided to Respondents in multiple formats, Elections Canada will not necessarily update all formats to reflect these revisions. It is the Respondent's responsibility to ensure that revisions made through any ITQ amendment issued through GETS are taken into account in those alternate formats that were not revised as a result of an amendment.

2.3.4 Responses will remain valid and open for acceptance for a period of not less than 180 Business Days from the ITQ closing date. Elections Canada reserves the right to seek a written extension of the response validity period from all Respondents. If the extension is accepted by all Respondents, Elections Canada will continue with the evaluation of the responses. If the extension is not accepted by all Respondents, Elections Canada will, at its sole discretion, either continue with the evaluation of the responses of those who have accepted the extension or cancel the ITQ.

2.3.5 Response documents and supporting information may be submitted in either English or French.

2.3.6 All responses received prior to the ITQ closing date and time will become the property of Elections Canada and will not be returned. All responses will be treated as confidential, subject to the provisions of the [Access to Information Act, R.S. 1985, c. A-1](#) and the [Privacy Act, R.S. 1985, c. P-21](#).

2.3.7 Unless specified otherwise in the ITQ, Elections Canada will evaluate only the documentation



provided with a Respondent's response. 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 response in accordance with the ITQ.

2.3.8 A response cannot be assigned or transferred in whole or in part. In circumstances where a Respondent undergoes a corporate restructuring during the ITQ phase, Elections Canada may, at its discretion, consent to a substitution of a response where:

- (a) a request is made by the Respondent in writing to the Contracting Authority to substitute the respondent; and
- (b) the proposed substitute Respondent adopts the response for the same goods and services, on the same terms and conditions as the response submitted by the original Respondent.

## **2.4 Submission of Only One Response from a Responding Group**

2.4.1 A Respondent, including Affiliates, will be permitted to submit only one response in response to this ITQ. If a Respondent or any Affiliate participate in more than one response (participating means being part of the Respondent, not being a subcontractor), Elections Canada will provide those Respondents with two Business Days to identify the single response to be considered by Elections Canada. Failure to meet this deadline will result in all the affected responses being declared non-responsive.

2.4.2 For the purposes of this Section, "responding group" means all Affiliates (whether those Affiliates include one or more natural persons, corporations, partnerships, limited liability partnerships, etc.) that are related to one another. Regardless of the jurisdiction where any of the Affiliates concerned is incorporated or otherwise formed as a matter of law (whether that Affiliate is a natural person, corporation, partnership, etc.), an Affiliate will be considered to be "related" to a Respondent if:

- (a) they are the same legal entity (i.e., the same natural person, corporation, partnership, limited liability partnership, etc.);
- (b) they are "related persons" or "affiliated persons" according to the [Canada Income Tax Act](#);
- (c) the Affiliates have now or in the two years before ITQ closing date had a fiduciary relationship with one another (either as a result of an agency arrangement or any other form of fiduciary relationship); or
- (d) the Affiliates otherwise do not deal with one another at arm's length, or each of them does not deal at arm's length with the same third party.

2.4.3 Individual members of a Joint Venture cannot participate in another ITQ, either by submitting

a response alone or by participating in another Joint Venture.

## **2.5 Transmission by Facsimile and E-mail**

Responses transmitted by facsimile or electronic mail to Elections Canada will not be accepted.

## **2.6 Late Responses**

Elections Canada will return all unopened responses delivered after the stipulated ITQ closing date and time, unless they qualify as a delayed response as described in Section 2.7.

## **2.7 Delayed Responses**

2.7.1 A response delivered to the ITQ Response Receiving Unit after the ITQ closing date and time but before the announcement of the successful Qualified Respondents may be considered, provided the Respondent can clearly prove the delay is due solely to a delay in delivery that can be attributed to the Canada Post Corporation (CPC) (or national equivalent of a foreign country). Purolator Inc. is not considered to be part of CPC for the purposes of delayed responses. The only pieces of evidence relating to a delay in the CPC system that are acceptable to Elections Canada are:

- (a) a CPC cancellation date stamp;
- (b) a CPC Priority Courier bill of lading; or
- (c) a CPC Xpresspost label,

That clearly indicates that the response was mailed at a date that would otherwise have allowed its delivery before the ITQ closing date.

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

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

## **2.8 Delayed Response When Using Courier Companies**

It is the responsibility of the Respondent to allow sufficient time to courier companies to deliver the Respondent's response before the ITQ 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 response under Section 2.7.

## **2.9 Customs Clearance**

It is the responsibility of the Respondent to allow sufficient time to obtain customs clearance, where required, before the ITQ 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 response under Section 2.7.

## **2.10 Legal Capacity**

The Respondent must have the legal capacity to act at all phases of the procurement process. If the Respondent is a sole proprietorship, a partnership or a corporate body, the Respondent 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 Respondents submitting a response as a Joint Venture.

## **2.11 Rights of Elections Canada**

Elections Canada reserves the right to:

- (a) reject any or all responses received in response to the ITQ;
- (b) enter into negotiations with Respondents on any or all aspects of their response;
- (c) amend the scope of the ITQ;
- (d) cancel the ITQ and/or ERRR and/or anticipated solicitation at any time;
- (e) reissue the ITQ;
- (f) if no responsive responses are received and the requirement is not substantially modified, reissue the ITQ by inviting only the Respondents that had submitted a response to resubmit responses within a period designated by Elections Canada; and
- (g) proceed to the ERRR and/or Solicitation and Contract Award phases of the procurement only with those Qualified Respondents.

## **2.12 Rejection of Responses**

2.12.1 Elections Canada may reject a response where any of the following circumstances is present:

- (a) the Respondent 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 Respondent, any of its employees or any subcontractor included as part of the response;
- (c) evidence, satisfactory to Elections Canada, that based on past conduct or behavior, the Respondent, a subcontractor or an Affiliate who is to perform the Work is unsuitable or has conducted himself/herself improperly;
- (d) Elections Canada has exercised its contractual remedies of suspension or termination for default with respect to a contract with the Respondent, any of its employees or any subcontractor included as part of the response; and
- (e) Elections Canada determines that the Respondent's performance on other contracts, including the efficiency and workmanship as well as the extent to which the Respondent performed the Work in accordance with those contracts, is sufficiently poor to jeopardize the successful completion of the requirement of this ITQ.

2.12.2 Where Elections Canada intends to reject a response pursuant to a provision of Subsection 2.12.1, the Contracting Authority will so inform the Respondent and provide the Respondent 10 Business Days within which to make representations, before making a final decision on the rejection of the response.

## **2.13 Communications**

2.13.1 To ensure the integrity of the competitive procurement process, enquiries and other communications regarding the ITQ must be directed only to the Contracting Authority identified in the ITQ through e-mail only at: [proposition-proposal@elections.ca](mailto:proposition-proposal@elections.ca). Failure to comply with this requirement may result in the response being declared non-responsive.

2.13.2 To ensure consistency and quality of information provided to Respondents, and subject to Section 2.19, enquiries received and the replies to such enquiries that result in clarifications or modifications to the requirement or that provide additional information related to the requirement will be provided simultaneously to all Respondents to which the ITQ has been sent, in the same manner in which the ITQ was sent, without revealing the sources of the enquiries.

## **2.14 Response and Participation Costs**

No reimbursement or payment will be made for any costs incurred in the preparation and submission of a response in response to the ITQ or in participation in the ERRR phase. All costs associated with preparing and submitting a response, as well as any costs incurred by the Respondent associated with the evaluation of the response, travel or in attending meetings, are the sole responsibility of the Respondent.

## **2.15 Conduct of Evaluation**

2.15.1 In conducting its evaluation of the responses, Elections Canada may, but will have no obligation to, do the following:

- (a) seek clarification or verification from Respondents regarding any or all information provided by them with respect to the ITQ;
- (b) contact any or all client references supplied by Respondents to verify and validate any information submitted by them;
- (c) request specific information with respect to Respondents' legal status;
- (d) conduct a survey of Respondents' facilities and/or examine their technical, managerial, and financial capabilities to determine if they are adequate to meet the requirements of the ITQ;
- (e) verify any information provided by Respondents through independent research, use of any government resources or by contacting third parties; and
- (f) interview, at the sole costs of Respondents, any Respondent.

2.15.2 Respondents 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 response being declared non-responsive.

## **2.16 Joint Venture**

2.16.1 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 response on a requirement. Respondents who submit a response 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.

2.16.2 If the information is not clearly provided in the response, the Respondent must provide the

information on request from the Contracting Authority within the delay prescribed in such request. Failure to comply with the request may result in the response being declared non-responsive.

2.16.3 The first page of the ITQ 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 ITQ. If, through a subsequent procurement process, 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.

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

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

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

2.17.2 The experience acquired by a Respondent who is providing or has provided the goods and services described in the ITQ (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 Respondent trigger any of the circumstances identified in Paragraphs 2.17.1(a) and (b).

2.17.3 Without limiting in any way the provisions described in Section 2.17.1 and 2.17.2 above, Respondents are advised that Elections Canada has engaged the assistance of the following contractors and resources who have provided services including the review of content in preparation of this ITQ and/or who have had, or may have had, access to information related to the content of the ITQ or other documents related to this ITQ.

### Contractors:

ADGA  
CORADIX Technology Consulting LTD.  
Experis Manpower Group  
Gartner Canada Co.

Lumina IT Inc.  
PROCOM Consultants Group LTD.

Resources (last name, first name):

Dumas, Marianne  
Gregory, Daniel  
Juneau, Micheline  
Mia, Dawn  
Okudolo, Ben  
Seguin, John

Any response that is received from one of the above-noted contractors and/or resources, whether as a sole Respondent, Joint Venture, or as a sub-contractor to a Respondent; or for which one of the above-noted contractor and/or resources provided any input unto the response, will be considered to be in contravention of the Conflict of Interest clauses identified in Section 2.17, and the response will be declared non-responsive.

2.17.4 Where Elections Canada intends to reject a response under this Section, the Contracting Authority will inform the Respondent and provide the Respondent an opportunity to make representations before making a final decision. Respondents who are in doubt about a particular situation should contact the Contracting Authority before the ITQ closing date. By submitting a response, the Respondent represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Respondent 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 Entire Requirement**

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

## **2.19 Enquiries**

2.19.1 All enquiries must be submitted in writing to the Contracting Authority no later than 10 Business Days before the ITQ closing date. Enquiries received after that time may not be answered.

2.19.2 Respondents should reference as accurately as possible the numbered item of the ITQ to which the enquiry relates. Care should be taken by Respondents to explain each question in sufficient detail in order to enable Elections Canada to provide an accurate answer. Technical enquiries

that are of a proprietary nature must be clearly marked “proprietary” at each relevant item. Items identified as “proprietary” will be treated as such except where Elections Canada determines that the enquiry is not of a proprietary nature. Elections Canada may edit the questions or may request that the Respondent do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all Respondents. Enquiries not submitted in a form that can be distributed to all Respondents may not be answered by Elections Canada.

## **2.20 Applicable Laws**

- 2.20.1 The ITQ 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.
- 2.20.2 Respondents may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their response, by indicating in their response 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 Respondent.

## **2.21 Volumetric Data**

- 2.21.1 The volumetric data provided to Respondents in this ITQ with regards to the estimated level of work and number of required resources is provided purely for information purposes and will not form part of the resulting contract. The inclusion of this data in this ITQ does not represent a commitment by Elections Canada that Elections Canada’s future usage of the service identified in this ITQ will be consistent with this data. Respondents may decide in their sole discretion whether or not to take this information into consideration in preparation for their response. Respondents may also decide in their sole discretion how to interpret and use this information during their response preparation. Elections Canada will not consider changes to a Respondent’s response in the event that the actual volumetric data deviates from the one provided in this ITQ. Elections Canada will not be liable for any business loss the Respondent may claim during the performance of the contract due to fluctuations of the transaction volumes.

## **2.22 Improvement of Requirement during ITQ**

- 2.22.1 Should Respondents consider that the requirements contained in the ITQ could be improved technically or technologically, Respondents are invited to make suggestions, in writing, to the Contracting Authority named in the ITQ. Respondents must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular Respondent may be given consideration provided they are submitted to the Contracting Authority at least 10 Business Days before the ITQ closing date. Elections Canada will have the right to accept or reject any or all suggestions.



## **Part 3. Response Preparation Instructions**

### **3.1 Response Preparation Instructions**

#### **3.1.1 Copies of Response**

Elections Canada requests that Respondents provide their response in separately bound and sealed sections as follows:

Section I: ITQ Response (one electronic copy).

Section II: Certifications (one electronic copy).

#### **3.1.2 Pricing or Financial Information**

Pricing or financial information is not a requirement and should not be included in the response.

#### **3.1.3 Format of Response**

Elections Canada requests that Respondents follow the format instructions described below in the preparation of their response:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the ITQ;
- (c) include a title page at the front of each volume of the response that includes the title, date, procurement process number, Respondent's name and address and contact information of its representative; and
- (d) include a table of contents.

#### **3.1.4 Government of Canada's Policy on Green Procurement**

In April 2006, the Government of Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process. See the Policy on Green Procurement (<https://www.tbs-sct.canada.ca/pol/doc-eng.aspx?id=32573>). To assist Elections Canada in reaching its objectives, Respondents should:

- (a) use paper containing fibre certified as originating from a sustainably-managed forest and/or containing a minimum of 30% recycled content; and

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

### 3.1.5 Joint Venture Experience

- (a) Where the Respondent is a Joint Venture with existing experience as that Joint Venture, it may submit the experience that it has obtained as that Joint Venture.

Example: A Respondent is a Joint Venture consisting of members L and O. A solicitation requires that the Respondent demonstrate experience providing maintenance and help desk services for a period of 24 months to a customer with at least 10,000 users. As a Joint Venture (consisting of members L and O), the Respondent has previously done the work. This Respondent can use this experience to meet the requirement. If member L obtained this experience while in a Joint Venture with a third party N, however, that experience cannot be used because the third party N is not part of the Joint Venture that is response. Such a response would be declared non-responsive.

- (b) A Joint Venture Respondent may rely on the experience of one of its members to meet any given technical criterion of this ITQ.

Example: A Respondent is a Joint Venture consisting of members X, Y and Z. If a solicitation requires: (a) that the Respondent have three years of experience providing maintenance service, and (b) that the Respondent have two years of experience integrating hardware with complex networks, then each of these two requirements can be met by a different member of the Joint Venture. However, for a single criterion, such as the requirement for three years of experience providing maintenance services, the Respondent cannot indicate that each of members X, Y and Z has one year of experience, totaling three years. Such a response would be declared non-responsive.

- (c) Joint venture members cannot pool their abilities with other Joint Venture members to satisfy a single technical criterion of this ITQ. However, a Joint Venture member can pool its individual experience with the experience of the Joint Venture itself. Wherever substantiation of a criterion is required, the Respondent is requested to indicate which Joint Venture member satisfies the requirement. If the Respondent has not identified which Joint Venture member satisfies the requirement, the Contracting Authority will provide an opportunity to the Respondent to submit this information during the evaluation period. If the Respondent does not submit this information within the period set by the Contracting Authority, its response will be declared non-responsive.

Example: A Respondent is a Joint Venture consisting of members A and B. If an ITQ requires that the Respondent demonstrate experience providing resources for a minimum number of 100 billable days, the Respondent may demonstrate that experience by submitting either:

- i. Contracts all signed by A;
  - ii. Contracts all signed by B; or
  - iii. Contracts all signed by A and B in Joint Venture, or
  - iv. Contracts signed by A and contracts signed by A and B in Joint Venture, or
  - v. Contracts signed by B and contracts signed by A and B in Joint Venture. That show in total 100 billable days.
- (d) Any Respondent with questions regarding the way in which a Joint Venture response will be evaluated should raise such questions through the Enquiries process as early as possible during the ITQ period.

### **3.2 Language for Future Communications**

Respondents are requested to identify, in Form 1 – Response Submission Form, which of Canada’s two official languages will be used for future communications with Elections Canada regarding this ITQ and all subsequent phases of the anticipated solicitation. After the ITQ closing date, the Respondent may submit an amended Form 1 – Response Submission Form to the Contracting Authority to modify the specified language for future communications.

### **3.3 Content of Response**

A complete response to the ITQ consists of the following:

#### **3.3.1 Response Submission Form**

Respondents are requested to include Form 1 – Response Submission Form with their responses. It provides a common form in which Respondents can provide information required for evaluation, such as a contact name, the Respondent’s Procurement Business Number, etc. Using the Response Submission Form is not mandatory. If Elections Canada determines that the information submitted by Respondents in the Response Submission Form is incomplete or requires correction, the Contracting Authority will so inform the Respondent and provide the Respondent with a time frame within which to meet the requirement. If the Respondent fails to comply with the request of the Contracting Authority and meet the requirement within that time period, the response will be declared non-responsive.

#### **3.3.2 ITQ Mandatory Evaluation Criteria**

The response must demonstrate and substantiate compliance with all ITQ mandatory evaluation criteria found in Part 4 – Evaluation Procedures and Basis of Qualification, Annex A – ITQ Mandatory Evaluation Criteria.

### 3.3.3 Certifications

- (a) The certificates under Part 5 must be completed by Respondents in accordance with this Subsection. Respondents must provide the required certifications and associated information to become Qualified Respondents. Subject to Subsection 3.3.3 (c), Elections Canada will declare a response non-responsive if the required certifications are not completed and submitted as requested.
- (b) Respondents' compliance with the certifications provided to Elections Canada is subject to verification by Elections Canada at all times. The Contracting Authority will have the right to ask for additional information to verify Respondents' compliance with the certifications which may also include third-parties. The response will be declared non-responsive if any certification made by the Respondent 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 response non-responsive.
- (c) The certificates under Part 5 should be completed and submitted with the response but may be submitted afterwards. If any of these required certificates is not completed and submitted as requested, the Contracting Authority will so inform the Respondent and provide the Respondent 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 response non-responsive.
- (d) Certain certifications that are not required as part of the ITQ may be required in any of the ensuing phases of the procurement process.

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

### **4.1 General Evaluation Procedures**

- 4.1.1 Responses will be assessed in accordance with the entire requirement of the ITQ including the evaluation criteria.
- 4.1.2 An evaluation team composed of representatives from Elections Canada will evaluate the responses. Elections Canada may hire any independent consultant, or use any government resources, to evaluate any response. Not all members of the evaluation team will necessarily participate in all aspects of the evaluation. By submitting a response, Respondents consent to the release of those responses to the third-party consultants retained by Elections Canada, subject to Elections Canada's obtaining its usual confidentiality undertakings from these third parties.
- 4.1.3 In addition to any other time periods established in the ITQ:

- (a) **Requests for Clarification:** If Elections Canada seeks clarification or verification from the Respondent about its response, including certifications, the Respondent will have two Business Days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Elections Canada. Failure to meet this deadline will result in the response being declared non-responsive.
- (b) **Extension of Time:** If additional time is required by the Respondent, the Contracting Authority may grant an extension at its sole discretion.

## 4.2 ITQ Mandatory Evaluation Criteria

- 4.2.1 Each response will be reviewed to determine whether it meets the mandatory requirements of the ITQ – refer to Annex A – ITQ Mandatory Evaluation Criteria. Any element of the ITQ identified with the words “must” or “mandatory” is a mandatory requirement. Respondent’s response that do not comply with each and every mandatory requirement will be declared non-responsive and be disqualified.
- 4.2.2 Respondents should demonstrate their understanding of the requirements contained in this ITQ and address clearly and in sufficient depth the points that are subject to the evaluation. Simply repeating the statement contained in the ITQ is not sufficient.
- 4.2.3 Only referenced material included within the Respondent’s response, or clarified upon request by the Contracting Authority, will be evaluated. Reference material outside of the Respondent’s response will not be considered. It is the sole responsibility of the Respondent to provide sufficient information so that their responses can be adequately evaluated.

## 4.3 Client Reference Checks

- 4.3.1 The Respondent is requested to provide a third-party reference for each project in its response using Form 2 – Project Reference Check Form. If any of the required information is not submitted as requested, and in the event that Elections Canada decides to conduct client reference checks, the Contracting Authority will so inform the Respondent and provide the Respondent with a time frame within which to meet the requirement. If the Respondent fails to comply with the request of the Contracting Authority and meet the requirement within that time period, the response will be declared non-responsive.
- 4.3.2 It is the sole responsibility of the Respondent to ensure that it provides a client-reference contact that is knowledgeable about the services the Respondent has provided to its client-reference contact and who is willing to act as a client reference. It is the responsibility of the Respondent to confirm in advance that their client-reference contact will be available to provide a complete client reference check.
- 4.3.3 For client reference checks, Elections Canada will conduct the verification by e-mail. Elections Canada will notify all client-reference contacts supplied by the Respondent using the e-mail

address provided in the Form 2 – Project Reference Check Form. A Respondent will not meet the mandatory requirement unless a client reference is received within 10 Business Days of the date that Elections Canada’s e-mail was sent.

- 4.3.4 On the third Business Day after sending out the client reference check request, if Elections Canada has not received a response from the client-reference contact, Elections Canada will notify the Respondent by e-mail, to allow the Respondent to contact its client-reference contact directly to ensure that it responds to Elections Canada within the required number of Business Days stipulated in 4.3.3. If the individual named by a Respondent is unavailable when required during the evaluation period, the Respondent may provide the name and e-mail address of an alternate contact person from the same client-reference contact. Respondents will only be provided with this opportunity once for each client-reference contact, and only if the originally named individual is unavailable to respond (i.e. the Respondent will not be provided with an opportunity to submit the name of an alternate client-reference contact if the original client-reference contact indicates that they are unwilling or unable to respond). The number of Business Days stipulated in 4.3.3 will not be extended to provide additional time for the alternate client-reference contact to respond.
- 4.3.5 Wherever information provided by a client-reference contact differs from the information supplied by the Respondent, the information supplied by the client reference will be the information accepted and assessed by the Elections Canada evaluation team.
- 4.3.6 Whether or not to conduct client reference checks is discretionary. However, if Elections Canada chooses to conduct client reference checks, it will check the client reference for that requirement for all Respondents who have not, at that point, been found non-responsive.

#### **4.4 Basis of Qualification**

- 4.4.1 A response must comply with the requirements of the ITQ and meet all ITQ mandatory evaluation criteria to be declared responsive. A Respondent whose response has been declared responsive is a Qualified Respondent for the next phase of the ITQ or anticipated solicitation process. However, Elections Canada reserves the right to re-evaluate the qualification of any Qualified Respondent at any time during the next phase of the ITQ or anticipated solicitation process.
- 4.4.2 Unless Elections Canada determines in its sole discretion to conduct a second qualification round in accordance with Section 4.5, unsuccessful Respondents will not be given another opportunity to participate or be re-evaluated for the subsequent phases of the procurement process.
- 4.4.3 All Respondents will be notified in writing by the Contracting Authority regarding whether or not they have qualified.

## **4.5 Second Qualification Round**

- 4.5.1 Elections Canada reserves the right, in its sole discretion, to conduct a second qualification round among the unsuccessful Respondents if, in Elections Canada's sole discretion, the evaluation of responses to this ITQ is completed and results in an insufficient number of Qualified Respondents.
- 4.5.2 If Elections Canada determines that unsuccessful Respondents will be given a second opportunity to qualify, Elections Canada will provide written information to all unsuccessful Respondents regarding the reasons they were unsuccessful during the evaluation of responses to this ITQ.
- 4.5.3 There will be no substantial modifications made to the requirement or the ITQ mandatory evaluation criteria for the second qualification round. Elections Canada may however, at its sole discretion, include minor adjustments to the ITQ. Those adjustments will not have any impact on the nature or scope of the overall requirements.
- 4.5.4 Unsuccessful Respondents will be given seven Business Days following notification of a second qualification round (or a longer period if specified in writing by the Contracting Authority) to re-submit a response to the ITQ.
- 4.5.5 Any Respondent who does not qualify as a result of the second qualification round will be declared non-responsive and will not be given another opportunity to participate or be re-evaluated for any subsequent phase of this procurement process.

## Part 5. Certificates

### 5.1 Independent Response

5.1.1 I, the undersigned, on behalf of \_\_\_\_\_ (the “Respondent”) in submitting the accompanying response (the “response”) to Elections Canada for the Field Service Supply Solution hereby make the following statements, that I certify to be true and complete in every respect:

- (a) I have read and I understand the contents of this Certificate;
- (b) I understand that the Respondent will be disqualified if this Certificate is found not to be true and complete in every respect;
- (c) I am authorized by the Respondent to sign this Certificate, and to submit the response, on behalf of the Respondent;
- (d) each person whose signature appears on the response has been authorized by the Respondent to determine the terms of, and to sign, the response, on behalf of the Respondent;
- (e) for the purpose of this Certificate and the response, I understand that the word “competitor” shall include any individual or organization, other than the Respondent, whether or not an Affiliate of the Respondent, who:
  - i. has been requested to submit a response to the ITQ;
  - ii. could potentially submit a response to the ITQ, based on their qualification, abilities or experience;
- (f) the Respondent disclosed that (check one of the following, as applicable):
  - i. ( ) the Respondent has arrived at the response independently from, and without consultation, communication, agreement or arrangement with, any competitor;

**OR**

  - ii. ( ) the Respondent has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this ITQ, and the Respondent disclosed, in the attached document(s) complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultation, communications, agreements or arrangements.
- (g) in particular, without limiting the generality of subparagraphs (f)i. or (f)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 response; or
  - iv. the submission of a response which does not meet the specifications of the ITQ; except as specifically disclosed pursuant to subparagraph (f)ii. above:
- (h) the terms of the response have not been, and will not be, knowingly disclosed by the Respondent, directly or indirectly, to any competitor, prior to the date and time of the official ITQ closing date unless otherwise required by law or as specially disclosed pursuant to subparagraph (f)ii. above.

## 5.2 Corporate Experience

By submitting a response, the Respondent certifies that all the information provided regarding their corporate experience and supporting material submitted with its response, particularly the information pertaining to the Respondent's experience and project scope, is true and accurate.

## 5.3 Federal Contractors Program

5.3.1 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 Skills Development Canada (ESDC) Website.

5.3.2 The Respondent 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 being 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
  - i.  it already has a valid and current Agreement to Implement Employment Equity

(AIEE) in place with ESDC-Labour.

**OR**

- ii. ( ) it has submitted the Agreement to Implement Employment Equity (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to complete the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

5.3.3 The Respondent 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 Respondent is a Joint Venture, each member of the Joint Venture must provide the Contracting Authority with a certificate containing the certification set-out in Section 5.3.2 of this Certificate.

#### **5.4 Former Public Servant**

5.4.1 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.

5.4.2 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., 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 Affiliate where the affected individual has a controlling or major interest in the Affiliate.

“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., 1985, c. P-36, and any increases paid pursuant to the *Supplementary Retirement Benefits Act*, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the *Canadian Forces Superannuation Act*, R.S., 1985, c. C-17, the *Defence Services Pension Continuation Act*, 1970, c. D-3, the *Royal Canadian Mounted Police Pension Continuation Act*, 1970, c. R-10, and the *Royal Canadian Mounted Police Superannuation Act*, R.S., 1985, c. R-11, the *Members of Parliament Retiring Allowances Act*, R.S., 1985, c. M-5, and that portion of pension payable to the *Canada Pension Plan Act*, R.S., 1985, c. C-8.

5.4.3 Is the Respondent a FPS in receipt of a pension as defined above?

**YES ( )      NO ( )**

If yes, the Respondent must provide the following information:

- (a) name of former public servant;
- (b) date of termination of employment or retirement from the Public Service.

By providing this information, Respondents agree that the successful Respondent’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.

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

If yes, the Respondent must provide the following information:

- (a) name of former public servant;
- (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.

5.4.5 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 the Goods and Services Tax or Harmonized Sales Tax.

5.4.6 By submitting a response, the Respondent certifies that the information submitted by the Respondent in response to the above requirements is accurate and complete.

**5.5 Acknowledgment**

5.5.1 By submitting a response, the Respondent represents that it has full authority to bind the company and individuals representing the company, to be bound by all the terms and conditions contained herein. The Respondent must ensure that any individuals representing the Qualified Respondents during the ERRR phase are aware of and accept the Engagement, Review and Refine Requirements Instructions in Part 7 and in accordance with Annex E - Non-Disclosure Agreement (NDA).

\_\_\_\_\_  
Signature of the authorized representative of the Respondent

\_\_\_\_\_  
Date

Print name of authorized representative of the Respondent:

\_\_\_\_\_

Print title of authorized representative of the Respondent:

\_\_\_\_\_

## **Part 6. Security and Supply Chain Integrity**

- 6.1.1 A Respondent is not required to have security clearance in order to become a Qualified Respondent. Elections Canada reserves the right to incorporate additional security requirements identified during the ERRR phase.
- 6.1.2 It is anticipated that there will be security requirements at the Reliability Level for the ERRR phase. Respondents' participants will be required to meet the security requirements that will be specified during the ERRR phase.
- 6.1.3 It is anticipated that there will be security requirements at the Reliability Level for the Solicitation and Contract Award phase. Qualified Respondents will be required to meet the security requirements that will be specified in the Solicitation and Contract Award phase.
- 6.1.4 A preliminary version of the Security Requirements Checklist (SRCL) has been included as Annex D – Preliminary Security Requirements Checklist (SRCL) to this ITQ. These requirements are subject to change and are provided for information purposes. However, any Respondent that does not have the security clearances described in the preliminary SRCL may wish to initiate the process to ensure they meet the requirements. Any delay in the award of a contract to allow the successful Qualified Respondent to obtain the required clearance will be at the entire discretion of the Contracting Authority.
- 6.1.5 A Supply Chain Integrity (SCI) Check with the Canadian Centre for Cyber-Security (CCCS) must be conducted on all pieces of hardware being procured and deployed within any ensuing solicitation or eventual contract. Hardware items analyzed through this process will require a LOW or VERY LOW residual risk level to be considered. Any recommendations made within the results of an SCI Check must be implemented to further secure those hardware items.

## **Part 7. Engagement, Review and Refine Requirements Instructions**

### **7.1 Purpose**

- 7.1.1 The purpose of these Instructions is to set out the terms governing the appropriate conduct of Qualified Respondents and their Affiliates participating in the ERRR phase on behalf of the Qualified Respondent (hereinafter referred to as "ERRR Participants"), with a view to maintain the highest standard of openness, transparency and fairness. These Instructions also set out the terms which govern the non-binding detailed consultations, referred to as the ERRR phase, between Elections Canada and ERRR Participants.
- 7.1.2 These Instructions apply to ERRR Participants throughout the ERRR phase and until the anticipated solicitation is released.

7.1.3 Preliminary information regarding the ERRR phase is located in Annex B - Anticipated High Level Engagement, Review and Refine Requirements (ERRR) Process.

7.1.4 Principles:

(a) **Fairness:**

An overriding principle of the procurement process is that it be conducted with the utmost fairness and transparency between all parties. No ERRR Participants are to receive any unfair advantage over any other.

(b) **Transparency:**

All activities of Elections Canada will be conducted in a transparent manner, to the extent that no proprietary information provided by ERRR Participants will be shared by Elections Canada to any other ERRR Participants except and only to the extent required by law, or unless otherwise agreed upon in advance by the Qualified Respondent.

Elections Canada, at its absolute discretion, reserves the right to share any information provided by ERRR Participants, including proprietary information, with employees and representatives of Elections Canada or third-party consultants retained by Elections Canada, subject to Elections Canada obtaining its usual confidentiality undertakings from these third-party consultants. This is limited to information that it considers necessary for the purposes of the Field Service Supply Solution procurement process.

Any information provided by an ERRR Participant to Elections Canada that is of a proprietary nature must be clearly marked “proprietary” at each relevant item. Items identified as proprietary will be treated as such to the extent possible under the Access to Information Act and the Privacy Act, except if agreed upon in advance with the Qualified Respondent or where Elections Canada determines that the information is not of a proprietary nature.

(c) **Fair access to government information:**

All Qualified Respondents will be provided equal and fair access to information provided by Elections Canada. Only ERRR Participants who have signed and submitted Annex E- Non-Disclosure Agreement (NDA) will be permitted to receive information provided by Elections Canada.

7.1.5 Parameters for Qualified Respondents

Qualified Respondents agree to the following as part of the ERRR phase:

- (a) Qualified Respondents must ensure ERRR Participants participating in the ERRR phase on their behalf agree to these Instructions, and must submit an NDA to the Contracting Authority signed by each ERRR Participant participating on their behalf.

- (b) The Qualified Respondent is responsible for distributing all information provided by Elections Canada to ERRR Participants participating in the ERRR phase on their behalf, and submitting feedback to Elections Canada thereafter.
- (c) An agenda with discussion topics and any available supporting documentation may be provided to Qualified Respondents in advance of each working group session.
- (d) A summary of group discussions may be distributed to all Qualified Respondents. ERRR Participants are expected to discuss their views and to provide constructive feedback on the discussion topics. Equal opportunity to share ideas and suggestions will be provided.
- (e) Elections Canada is not obligated to release any solicitation as a result of this ERRR phase.
- (f) If Elections Canada does release a subsequent solicitation, all terms and conditions and requirements of the solicitation will be at Elections Canada's sole and absolute discretion.
- (g) Elections Canada is not obligated to enter into a contract in connection with the ERRR phase, even if a solicitation is released.
- (h) Elections Canada will not reimburse any Qualified Respondents, person or Affiliate for any cost incurred in participating in the ITQ, ERRR phase or anticipated solicitation.
- (i) Draft documents may be released to Qualified Respondents for comment as part of the ERRR phase. If required, group sessions or one-on-one meetings to discuss the documents may be organized by Elections Canada.
- (j) If the draft solicitation is released to Qualified Respondents, Qualified Respondents may be requested to attest to the Qualified Respondents' capability or inability of proceeding with specific requirements defined in the draft solicitation. The purpose of this attestation is to confirm that there are sufficient number of suppliers in the market that could potentially meet the requirements identified during the ERRR phase.
- (k) The dispute resolution process to manage impasses throughout the ERRR phase must be adhered to in accordance with the process outlined below in Section 7.1.7. All requests to use the dispute resolution process must be directed to the Contracting Authority.
- (l) ERRR Participants must not reveal, discuss or disclose any information to the media regarding the Field Service Supply Solution procurement, except to confirm publicly available information. If ERRR Participants receive a question from the media related

to non-public information on the Field Service Supply Solution procurement, they must direct the media to contact the Elections Canada Media Line at 1-877-877-9515.

- (m) The continuous compliance with all certifications provided by the Qualified Respondent in its response to the ITQ and the ongoing cooperation in providing associated information are conditions of maintaining Qualified Respondent status. Certifications are subject to verification by Elections Canada during the entire ITQ and ERRR phase. If the Qualified Respondent does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Qualified Respondent is untrue, whether made knowingly or unknowingly, Elections Canada has the right to terminate the Qualified Respondent's status, and suspend or cancel their participation in the ERRR phase by declaring the Qualified Respondent non-responsive.

#### 7.1.6 Parameters for Elections Canada

- (a) Communications with officials of Elections Canada regarding all aspects of the Field Service Supply Solution procurement process are limited to official communication channels either through the ERRR phase or the Contracting Authority or their designate.
- (b) In responding to requests, Elections Canada will endeavor to ensure that Qualified Respondents receive information in a timely manner.
- (c) If in the course of, or arising out of a one-on-one meeting, Elections Canada provides an ERRR Participant with information that would reasonably be considered to be new information with respect to the Field Service Supply Solution procurement process, then Elections Canada will promptly provide such information to all Qualified Respondents.

#### 7.1.7 Dispute Resolution Process

Through informal discussion and good faith, each Qualified Respondent and Elections Canada (the "Parties") shall make all reasonable efforts to resolve any dispute, controversy or misinterpretation ("Dispute") between Elections Canada and a Qualified Respondent arising out of the ERRR phase.

Any Dispute between the Parties arising out of the ERRR phase shall be resolved in accordance with the following process:

- (a) Any such Dispute shall first be referred to the Qualified Respondent's Representative and the Elections Canada Contracting Authority. The representatives of the Parties will have three Business Days to resolve the Dispute;
- (b) In the event that the representatives of the Parties specified in Subsection 7.1.7(a) above are unable to resolve the Dispute, it shall be referred to the Qualified



Respondent's Project Director responsible for this initiative and the Elections Canada Assistant Director, Procurement and Contracting Services and the Director responsible for the Field Service Supply Solution project, who will have three Business Days to resolve the Dispute;

- (c) In the event that the representatives of the Parties specified in Subsection 7.1.7(b) above are unable to resolve the Dispute, it shall be referred to the Qualified Respondent's President or equivalent and the Elections Canada Chief Procurement Officer and the Deputy Chief Electoral Officer responsible for the Field Service Supply Solution project;
- (d) In the event that the representatives of the Parties specified in Subsection 7.1.7(c) above are unable to resolve the Dispute, Elections Canada will, within five Business Days render a written decision which shall include a detailed description of the Dispute and the reasons supporting Elections Canada's decision. The Contracting Authority will deliver a signed copy thereof to the Qualified Respondent; and
- (e) The Parties may, by mutual consent, agree to bypass levels in the dispute resolution process or otherwise agree to modify the timing of the dispute resolution process.

## 7.2 Authorities

[Note: The information for authorities will be identified in the Part 7 Engagement, Review and Refine Requirements Instructions released to ITQ Qualified Respondents]

### 7.2.1 Contracting Authority

The Contracting Authority is:

[insert name at ERRR phase]

[insert title]

Procurement and Contracting Services

Elections Canada

30 Victoria Street

Gatineau QC K1A 0M6

Tel: [insert at ERRR phase]

E-mail: First.Last@elections.ca

Any changes to the Instructions or ERRR phase must be authorized in writing by the Contracting Authority.

### 7.2.2 Technical Authority

The Technical Authority is:

[insert name at ERRR phase]  
[insert title]  
Elections Canada  
30 Victoria Street  
Gatineau QC K1A 0M6  
Tel: [insert at ERRR phase]  
E-mail: First.Last@elections.ca

The Technical Authority has no authority to authorize changes to the requirement.

### 7.2.3 Qualified Respondent's Representative

The Qualified Respondent's Representative is:

[insert name at ERRR phase]  
[insert title]  
[insert company]  
[insert address]  
Tel: [insert at ERRR phase]  
E-mail: [insert e-mail]

The Qualified Respondent's Representative is the main point of contact for the Elections Canada Contracting Authority and Technical Authority throughout the ITQ and the ERRR phase.

## 7.3 **ERRR Process Overview**

- 7.3.1 Qualified Respondents will be required to sign and submit the NDA in Annex E – Non-Disclosure Agreement (NDA) before being permitted to participate in the ERRR phase. The Contracting Authority will coordinate the NDA process with Qualified Respondents to obtain signed copies.
- 7.3.2 Prior to the commencement of the ERRR phase, Elections Canada will provide the Qualified Respondents with the detailed process to be followed for the ERRR phase.
- 7.3.3 The detailed consultations that take place during the ERRR phase are not intended to be a forum for negotiating any provisions of the anticipated solicitation requirements, but rather one in which Qualified Respondents can provide feedback to Elections Canada on anticipated solicitation requirements.
- 7.3.4 Elections Canada will provide Qualified Respondents with its preliminary requirements and request that Qualified Respondents provide comments, suggestions, and/or identify areas that require additional clarification from Elections Canada using the process that will be set out in the detailed materials that will be provided to all Qualified Respondents. Elections Canada will require a significant commitment from Qualified Respondents during the ERRR phase, both in

terms of time and resources.

- 7.3.5 Feedback provided during any discussions between Elections Canada and a Qualified Respondents or through written comments may be analyzed for further consideration by Elections Canada and may be incorporated, in whole or in part, into subsequent procurement documents that Elections Canada issues as part of this procurement process (e.g. the anticipated solicitation) and/or the contract.
- 7.3.6 It is the responsibility of each Qualified Respondent to take advantage of the ERRR phase by asking the questions that are necessary to prepare a complete proposal in response to the anticipated solicitation.
- 7.3.7 The information obtained by Elections Canada from Qualified Respondents during the ERRR phase may be used by Elections Canada to finalize the requirements for the anticipated solicitation. This information will not be used to evaluate Qualified Respondents.
- 7.3.8 At Elections Canada sole discretion, in-person group, or one-on-one discussions will be held at Elections Canada headquarters in Gatineau, QC or within the National Capital Region or the ERRR Participants office.

## **Annex A: ITQ Mandatory Evaluation Criteria**

Respondents must meet all of the mandatory requirements in this Annex. In accordance with Part 4 – Evaluation Procedures and Basis of Qualification, Elections Canada may contact the client-reference contact for the referenced project(s) to validate Respondent’s responses.

### Substantiation of Technical Compliance

1. Respondents must respond to the corresponding mandatory requirements by providing a description explaining, demonstrating, substantiating and justifying their qualifications. Respondents are requested to utilize the unique number and associated title of each mandatory requirement in their response. Respondents are requested to indicate where their mandatory requirement is met by entering the location (e.g. volume/binder number, page number, etc.) in the “Cross Reference to Response” column. Respondent’s responses to the mandatory requirements will be evaluated as either “Met” or “Not Met”. A single “Not Met” will result in the response being declared non-responsive.
2. Respondents are requested to submit a Form 2 – Project Reference Check Form for each project claimed in response to corresponding mandatory requirement(s).
3. Respondents should only provide the required client reference(s) as indicated in each mandatory requirement. If a Respondent submits more than the number of client reference project(s) requested in each criterion, the additional client references will not be considered in the evaluation of the response. Elections Canada will only consider client references in the order that they appear in the response.
4. In determining years of experience, overlapped years or months for projects submitted by the Respondent to demonstrate such experience will only be counted once for evaluation purposes.
5. Reference project(s) must have started by the ITQ closing date. For projects that have not been completed at the ITQ closing date, the project duration will be calculated as the duration between the project start date and the ITQ closing date.

**Legal Requirements:**

#	Requirement Area	Mandatory Requirement	Cross Reference to Response
M1	<b>Corporate / Organization</b>	<p>The Respondent must provide its full legal name.</p> <p>If the Respondent is a Joint Venture, the full legal name of each Joint Venture member and the supporting information outlined in Part 2, Section 2.16 Joint Venture must be provided as well.</p>	
M2	<b>Corporate / Organization</b>	<p>The Respondent must provide an organization chart of all key personnel for the Respondent including, but not limited to, organizations, bodies, corporate, societies, companies, firms, partnerships, associations of persons, parent companies or subsidiaries, whether partly or wholly-owned, if:</p> <ul style="list-style-type: none"> <li>- one entity [listed above] controls or has the power to control the other entity, or</li> <li>- a third entity has the power to control the other entities.</li> </ul> <p>The Respondent must identify key personnel, such as:</p> <ul style="list-style-type: none"> <li>✓ Board of Directors;</li> <li>✓ Chief Executive Officer;</li> <li>✓ Chief Operating Officer;</li> <li>✓ Chief Financial Officer;</li> <li>✓ Vice Presidents;</li> <li>✓ Etc.</li> </ul> <p>(or their alternatives).</p>	

**Financial and Managerial Requirements:**

#	Requirement Area	Mandatory Requirement	Cross Reference to Response
M3	<b>Corporate Financial Stability</b>	<p>The Respondent must have an annual revenue equal to or greater than \$100 million Canadian dollars.</p> <p>The Respondent must provide the following information:</p> <ul style="list-style-type: none"> <li>✓ Supplier name, corporate address, and Canadian corporate facilities locations;</li> <li>✓ Supplier contact information (name, telephone number and e-mail address);</li> <li>✓ Supplier IT security contact (name, telephone number and e-mail address);</li> <li>✓ Supplier privacy contact (name, telephone number and e-mail address);</li> <li>✓ Brief company history;</li> <li>✓ Financial statement for a one-year period within the last three years demonstrating annual revenue of at least \$100 million Canadian dollars.</li> </ul>	

**Technical Requirements:**

#	Requirement Area	Mandatory Requirement	Cross Reference to Response
M4	<b>Technology Services Experience</b>	<p>The Respondent must provide two (2) client reference(s) that have entered into a contract with the Respondent for a minimum contract duration of 18 consecutive months, for technology services of at least \$5 million Canadian dollars annually (applicable taxes included), within the last five (5) years prior to the closing date of this ITQ. Each contract must have endured for a minimum of one (1) year of the 18 consecutive months prior to the closing date of this ITQ.</p> <p>Each client reference must contain, at minimum, the following information:</p> <ol style="list-style-type: none"> <li>1. Completed Form 2 – Project Reference Check Form;</li> </ol>	

#	Requirement Area	Mandatory Requirement	Cross Reference to Response
		<p>2. Contract value (including all applicable taxes) to the client for those technology services;</p> <p>3. Description of the technology services for the respective profile(s).</p> <p>Client reference(s) must demonstrate experience within at least one of the following three (3) "technology services" profiles:</p> <p><b>Profile 1 – Supply Chain Management as a Service</b>            Demonstrated experience in the delivery of supply chain management functions.</p> <p>All of the following elements must be demonstrated:</p> <ul style="list-style-type: none"> <li>✓ Procurement;</li> <li>✓ Warehousing, including regional facilities;</li> <li>✓ Inventory lifecycle management;</li> <li>✓ Distribution and recuperation.</li> </ul> <p><b>Profile 2 – Managed Mobility Services</b>            Demonstrated experience in the delivery of managed mobility services which are comprised of the supplier-provided IT and business process services required to plan, procure, provision, activate, manage, secure and support mobile devices, related mobile management systems and mobile applications. This can also include business process services such as expense management, asset management and logistics as well as help desk services.</p> <p>All of the following elements must be demonstrated:</p> <ul style="list-style-type: none"> <li>✓ Sourcing and logistics management;</li> <li>✓ Mobile service management;</li> <li>✓ Device and system management;</li> <li>✓ Application and collaboration management;</li> <li>✓ Security and content management.</li> </ul>	

#	Requirement Area	Mandatory Requirement	Cross Reference to Response
		<p><b>Profile 3 – Digital Transformation Services</b>            Demonstrated experience in identifying and implementing product and service innovations that have resulted in tangible benefits for an organization, in one or more of the following areas:</p> <ul style="list-style-type: none"> <li>✓ Customer Experience (CX);</li> <li>✓ Data &amp; Analytics;</li> <li>✓ Cloud Computing;</li> <li>✓ Mobility &amp; Networking.</li> </ul> <p>A “client” is any organization that is unrelated to the Respondent.</p> <p>An “unrelated client” is one that is not, in any way, an affiliate of any of the other clients used to respond to this requirement.</p>	
M5	<b>Bilingual (English and French) Support Services</b>	<p>The Respondent must provide two (2) client references that demonstrate the Respondent’s experience, within the last 5 years prior to the closing date of this ITQ, in delivering bilingual (English and French, verbal and written) support services for clients throughout Canada.</p> <p>Each client reference must contain, at minimum, the following information:</p> <ol style="list-style-type: none"> <li>1. Completed Form 2 – Project Reference Check Form; and</li> <li>2. Description of bilingual support services being offered, including but not limited to, technical installation and support personnel and, whether call centre agents are located in Canada or abroad.</li> </ol>	
M6	<b>Geographic Services Delivery</b>	<p>The Respondent must provide two (2) client references that demonstrate the Respondent’s experience, within the last 5 years prior to the closing date of this ITQ, in the configuration, deployment and support of computer or telecommunications hardware in various locations in Canada within at least 3 of the 5 regions in Canada. The definition of the 5 regions of Canada is:</p>	



#	Requirement Area	Mandatory Requirement	Cross Reference to Response												
		<table border="0"> <thead> <tr> <th data-bbox="553 359 743 415">Region</th> <th data-bbox="743 359 1203 415">Province/Territory</th> </tr> </thead> <tbody> <tr> <td data-bbox="553 449 743 533"><b>The Atlantic Provinces</b></td> <td data-bbox="743 449 1203 604"> <ul style="list-style-type: none"> <li>• Newfoundland and Labrador</li> <li>• Prince Edward Island</li> <li>• Nova Scotia</li> <li>• New Brunswick</li> </ul> </td> </tr> <tr> <td data-bbox="553 659 743 743"><b>Central Canada</b></td> <td data-bbox="743 659 1203 743"> <ul style="list-style-type: none"> <li>• Quebec</li> <li>• Ontario</li> </ul> </td> </tr> <tr> <td data-bbox="553 806 743 890"><b>The Prairie Provinces</b></td> <td data-bbox="743 806 1203 919"> <ul style="list-style-type: none"> <li>• Manitoba</li> <li>• Saskatchewan</li> <li>• Alberta</li> </ul> </td> </tr> <tr> <td data-bbox="553 974 743 1058"><b>The West Coast</b></td> <td data-bbox="743 974 1203 1024"> <ul style="list-style-type: none"> <li>• British Columbia</li> </ul> </td> </tr> <tr> <td data-bbox="553 1079 743 1205"><b>The Northern Territories</b></td> <td data-bbox="743 1079 1203 1205"> <ul style="list-style-type: none"> <li>• Nunavut</li> <li>• Northwest Territories</li> <li>• Yukon Territory</li> </ul> </td> </tr> </tbody> </table> <p data-bbox="553 1268 1203 1402">Each client reference must have entered into a contract with the Respondent for those services of a value of at least \$2 million Canadian dollars (applicable taxes included) annually.</p> <p data-bbox="553 1415 1203 1486">Each client reference must contain, at minimum, the following information:</p> <ol data-bbox="553 1499 1203 1801" style="list-style-type: none"> <li>1. Completed Form 2 – Project Reference Check Form;</li> <li>2. Overview of the deployment including regions, number of locations, time period for deployment;</li> <li>3. Description of the hardware and services that were delivered; and</li> <li>4. Contract value (including all applicable taxes) to the client for those services.</li> </ol>	Region	Province/Territory	<b>The Atlantic Provinces</b>	<ul style="list-style-type: none"> <li>• Newfoundland and Labrador</li> <li>• Prince Edward Island</li> <li>• Nova Scotia</li> <li>• New Brunswick</li> </ul>	<b>Central Canada</b>	<ul style="list-style-type: none"> <li>• Quebec</li> <li>• Ontario</li> </ul>	<b>The Prairie Provinces</b>	<ul style="list-style-type: none"> <li>• Manitoba</li> <li>• Saskatchewan</li> <li>• Alberta</li> </ul>	<b>The West Coast</b>	<ul style="list-style-type: none"> <li>• British Columbia</li> </ul>	<b>The Northern Territories</b>	<ul style="list-style-type: none"> <li>• Nunavut</li> <li>• Northwest Territories</li> <li>• Yukon Territory</li> </ul>	
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#	Requirement Area	Mandatory Requirement	Cross Reference to Response
M7	<b>In-person Technical Expertise</b>	<p>The Respondent must provide two (2) client references that demonstrate the Respondent’s experience, within the last 5 years prior to the closing date of this ITQ, in providing qualified in-person technical expertise and technicians who can provide services in the official language of the client’s choice.</p> <p>Each client reference must contain, at minimum, the following information:</p> <ol style="list-style-type: none"> <li>1. Completed Form 2 – Project Reference Check Form; and</li> <li>2. Description of the services, including but not limited to, whether technicians provided bilingual in-person onsite installation and support or remote support, % of time services were provided in language of client’s 1<sup>st</sup> choice, services related to issues or problem management and/or technology replacement.</li> </ol>	

## Annex B: Anticipated High Level Engagement, Review and Refine Requirements (ERRR) Process

### 1. ENGAGEMENT, REVIEW AND REFINE REQUIREMENTS (ERRR)

In accordance with ITQ Part 7 Section 7.3 ERRR Process Overview, Qualified Respondents will be invited to provide comments and suggestions that may assist Elections Canada in refining the Field Service Supply Solution requirements in preparation for the anticipated solicitation.

Qualified Respondents will have an opportunity to enhance their understanding of the requirements through this process, and will be requested to review preliminary solicitation requirements in a fair and transparent manner. Elections Canada may then refine the solicitation requirements based on ERRR Participants’ feedback.

Elections Canada will provide the Qualified Respondents with preliminary solicitation requirements and request that they provide comments, suggestions, and/or identify areas that require additional clarification from Elections Canada through the process as set out in the detailed materials that will be provided to Qualified Respondents. Elections Canada will require

a significant commitment from Qualified Respondents during the ERRR phase, both in terms of time and resources. Elections Canada may request input for topics, such as, but not limited to:

- (a) Business, functional, architectural, security, service delivery and technical requirements;
- (b) Transition planning requirements, to ensure that Elections Canada and its partners can seamlessly convert to the new Field Service Supply Solution;
- (c) Security Assessment and Authorization requirements applicable to the design, implementation and operations of the service, in accordance with government standards and guidelines;
- (d) Service levels, key performance indicators and reporting requirements for service management;
- (e) Anticipated solicitation evaluation criteria; and
- (f) Anticipated solicitation terms and conditions, pricing structure, resulting Contract clauses, etc.

## **2. ANTICIPATED, HIGH LEVEL, ERRR APPROACH AND PROCESS**

Prior to the commencement of the ERRR phase, Elections Canada will provide the Qualified Respondents with a detailed ERRR phase document. It is anticipated that the ERRR phase will involve, but not be limited to, the following:

- (a) Kick-off meeting with all Qualified Respondents to review the structure and overview of the preliminary solicitation requirements and the ERRR phase;
- (b) ERRR period of three to five months;
- (c) Written feedback will be solicited from Qualified Respondents; and
- (d) Collaborative workshops will be held with Qualified Respondents to review and clarify requirements.

## Annex C: Definitions

- 1.01.01 This Annex outlines the terminology and acronyms employed throughout the ITQ but not already defined or interpreted in the ITQ.
- 1.01.02 The definitions of words and terms in the ITQ apply to capitalized words and terms used as if those words and terms were defined herein.
- 1.01.03 The headings used in the ITQ are inserted for convenience of reference only and shall not affect their interpretation.
- 1.01.04 In the ITQ, words importing the singular number include the plural and vice versa, and words importing the masculine gender include the feminine gender and the neuter.
- 1.01.05 In the ITQ, unless the context otherwise requires:

Additional Assistant Returning Officer (AARO) Office	Type of satellite office established additionally to the RO Office in electoral districts covering wide areas or where communication is unusually difficult.
Additional Service Points (ASP)	Additional service points (ASP) provide in-person revision and special ballot voting services to electors that have no other way of voting, usually due to unforeseen circumstances.
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 Respondent that is charged or convicted, as the case may be.
Business Day	means a day other than a Saturday, Sunday or statutory holiday in the province of Quebec.
By-election	means an election held in a particular electoral district to fill a vacancy in the House of Commons at any time other than during a General Election. Several by-elections may be held on the same day.
Contracting Authority	means the individual responsible for the management of the ITQ, and any changes to the ITQ must be authorized in writing by the Contracting Authority.
Elections Canada	means the Office of the Chief Electoral Officer, commonly known as Elections Canada.
ERRR	means Engagement, Review and Refine Requirements and considered as phase 2 of this procurement process.
ERRR Participant	means the individuals participating in the ERRR phase on behalf of the

	Qualified Respondent.
External Service Points (ESP)	means satellite AARO offices that provide in-person revision and special ballot voting services to electors at post-secondary institutions.
Event	means any General Election, by-election or referendum.
Field Liaison Officer	means an individual responsible for advising and supporting Elections Canada and Returning Officers across Canada and assigned to 10-15 electoral districts.
Field Offices	means one, some or the ensemble of Elections Canada office types that are deployed throughout the country: <ul style="list-style-type: none"> <li>• RO Offices;</li> <li>• AARO Offices;</li> <li>• Field Liaison Officer and Returning Officer home offices.</li> </ul>
General Election	means an election held simultaneously in every electoral district in Canada.
ITQ	means Invitation to Qualify and is considered as phase 1 of this procurement process.
Instructions	means the Resulting Engagement, Review and Refine Requirements Instructions established in Part 7.
Joint Venture	has the meaning ascribed to it in Section 2.16.
NDA	means Non-Disclosure Agreement.
Polling Place	means a public building (school, community centre, etc.) where electors go to vote during advance polling or on election day.
Qualified Respondent	means the person or Affiliate (or, in the case of a Joint Venture, the persons or Affiliates) who successfully qualify during phase 1 of the ITQ once the evaluation process is completed.
Qualified Respondent's Representative	means the individual designated by the Qualified Respondent's as the main point of contact for the Elections Canada Contracting Authority and Technical Authority throughout the ITQ.
Respondent	means the person or Affiliate (or, in the case of a Joint Venture, the persons or Affiliates) submitting a response to become a Qualified Respondent. It does not include the parent, subsidiaries or other Affiliates of the Respondent, or its subcontractors.
Returning Officer	means the election or referendum officer responsible for organizing an Event in an electoral district.
Returning Officer (RO) Office	means an office that is set up by each RO in their electoral district at the start of each event. It is one of the places from which the returning officer and his or her staff serve the public during an Event.
SRCL	means Security Requirements Checklist.
Solicitation and Contract Award	means phase 3 of this procurement process.
Technical Authority	means the individual responsible for all matters concerning the technical requirement of the work under the ITQ.

## Annex D: Preliminary Security Requirements Checklist (SRCL)



Government of Canada  
Gouvernement du Canada

Contract Number / Numéro du contrat [Redacted]
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 Elections Canada		2. Branch or Directorate / Direction générale ou Direction CIO
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 This SRCL encompasses protected information about IT infrastructure and systems that will be shared with perspective vendors who will be pre-qualified to bid on the Field Service Supply Solution (FSS) Request for Proposal (RFP) after the completion of an Invitation to Qualify (ITQ) process. Vendors may be provided with information including architecture and Network topology diagrams that will allow the vendors to collaborate with EC to create a comprehensive Statement of Work (SOW) for the RFP.		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)		<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> 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?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input 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"/>

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité  
unclassified





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Contract Number / Numéro du contrat [Redacted]
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**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 : [Redacted]

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 : [Redacted]  
Document Number / Numéro du document : [Redacted]

**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 EMPLACEMENTS			

Special comments:  
Commentaires spéciaux : [Redacted]

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

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité unclassified
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Gouvernement du Canada

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**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 SECRET	COSMIC TOP SECRET COSMIC TRÈS SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET TRÈS SECRET		
											A	B	C					
Information / Assets Renseignements / Biens	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Production	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Media / Support TI	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Link / Lien électronique	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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 indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



## **Annex E: Non-Disclosure Agreement (NDA)**

Elections Canada, ("we" or "us") is currently engaged in procuring services of a contractor to provide Field Service Supply Solution (File Number: ECBH-ITQ-2022-1638). As part of the related procurement process, we desire to share information with \_\_\_\_\_ (name of "ERRR Participant") in order to facilitate your participation in the Engagement, Review and Refine Requirements (ERRR) phase. Capitalized terms used in this NDA and not otherwise defined herein shall have the respective meanings ascribed to them in the ITQ.

As part of the ERRR phase, you may receive information in connection with or relevant to the anticipated solicitation and the procurement process generally, that is non-public or proprietary in nature, including (a) any such information that may have been provided previously to you by us, or on our behalf by a third party, (b) any such information learned by you from employees or agents of Elections Canada, relates to the procurement process generally, or (c) third-party confidential information disclosed to you by Elections Canada or other ERRR Participants and all such information, whether provided orally or in writing and in whatever medium, is collectively referred to as the "Information". All Information furnished to you must be treated by you as set forth below unless we otherwise consent in writing.

For greater certainty, the content of any discussions between you and other ERRR Participants, relating to this procurement, regarding any analysis, compilations, data, studies or other documents or records prepared by you containing or based, in whole or in part, upon any Information furnished to you shall, in each case, be deemed to be Information and subject to the terms of this NDA.

In consideration of the mutual covenants contained herein, the ERRR Participant hereto agrees as follows:

### **1. Acceptance of the Instructions**

By signing this NDA you agree to be bound by the Engagement, Review and Refine Requirements Instructions in Part 7 of the ITQ.

### **2. Confidentiality Obligation**

- a) Subject to paragraph 4 below, the Information:
  - i. must be kept strictly confidential by you and must not, without Elections Canada prior written consent, be disclosed by you to any other person directly or indirectly, in whole or in part; and
  - ii. must not be used by you directly or indirectly for any purpose other than to participate in the ERRR phase and, if applicable any other use permitted by this NDA.

- b) You agree to restrict access to the Information and to transmit the Information only to individuals who need to know the Information for the purposes set out in paragraph 2(a)(ii), who are informed of the nature of the Information, and who have signed this NDA.

**3. Non-Disclosure of Discussions**

Without Elections Canada prior written consent, you must not disclose to any other Affiliate (i) the content of discussions between you, other ERRR Participant(s) (if applicable) and Elections Canada relating to the procurement process generally, including the ERRR phase and (ii) the name of any other ERRR Participant(s) (if applicable).

**4. Obligations with respect to Information and Discussions**

You acknowledge that we do not hereby make any representation or warranty as to the accuracy or completeness of the Information and discussion and that we are under no obligation to update the Information or to correct any errors or inaccuracies in, or omissions from, any Information provided to you. You further agree that we shall not have any liability, direct or indirect, to you as a result of the use of the Information and discussion by you.

**5. Effective Date of NDA**

This NDA shall be executed and become effective on the last date it is signed by the ERRR Participant as indicated below, and shall remain in effect through the ERRR phase until the anticipated solicitation is released.

**6. Miscellaneous**

- a) This NDA shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The ERRR Participant hereby irrevocably attorns to the jurisdiction of the Federal Court of Canada with respect to any matter relating to this NDA.
- b) This NDA may be validly executed by e-mail transmission and in any number of counterparts, all of which taken together shall constitute one and the same NDA and each of which shall constitute an original.

1. ERRR Participant Name:	
2. Title:	
3. Organization Name:	
4. Current e-mail address:	

5. ERRR Participant Signature:	
6. Date:	

## Form 1: Response Submission Form

Office of the Chief Electoral Officer File No. ECBH-ITQ-2022-1638 Response Submission Form	
Respondent's full legal name  <i>In the case of a Joint Venture, please identify all members.</i>	
Authorized representative of Respondent for evaluation purposes (e.g. clarifications)	Name
	Title
	Address
	Telephone #
	E-mail
Respondent's procurement business number (PBN)	
Requested language for future communications regarding this procurement process – <i>please indicate French or English or French &amp; English</i>	
Requested Canadian province or territory for applicable laws	
Respondent's proposed site or premises requiring safeguard measures and document safeguarding security level	Street address with unit/apartment, if applicable
	City
	Province/territory/state
	Postal code/zip code
	Country
Security clearance level of Respondent  <i>Please ensure that the security clearance matches the legal name of the Respondent. If it does not, the security clearance is not valid for the Respondent.</i>	Clearance level
	Date granted
	Issuing department or agency (PSPC, RCMP, etc.)
	Legal name to which clearance issued
<p>On behalf of the Respondent, by signing below, I confirm that I have read the entire ITQ, including the documents incorporated by reference into the ITQ, and I certify and agree that:</p> <ol style="list-style-type: none"> <li>1. All the information provided in the response is complete, true and accurate; and</li> <li>2. The Respondent agrees to be bound by all the terms and conditions of this ITQ, including the documents incorporated by reference into it.</li> </ol>	
Signature of the authorized representative of the Respondent	
Print name of authorized representative of the Respondent	
Print title of authorized representative of the Respondent	

**Form 2: Project Reference Check Form**

**Instructions to Respondents:**

1. Respondents are requested to submit a Project Reference Check Form for each project in response to each mandatory requirement in the ITQ Mandatory Evaluation Criteria.

<b>PROJECT REFERENCE CHECK FORM</b>	
<b>Mandatory Requirement Number</b> (from ITQ Mandatory Evaluation Criteria)	
<b>Project Reference Title</b>	
<b>Project Start and End Dates</b> (month-year format)	
<b>Description of Referenced Project and Work Performed by the Respondent</b>	
<b>Name of Client Organization</b>	
<b>Name of Client Contact</b>	
<b>Title of Client Contact</b> (while working on the referenced project)	
<b>Role of Client Contact</b> (while working on the referenced project)	
<b>Name of Organization the Client Contact is Currently Working for</b> (if the client-reference contact is no longer working for the client organization identified for the referenced project)	
<b>Current Telephone Number of Client Contact</b>	
<b>Current E-mail Address of Client Contact</b>	
<b>Value of Contract or Service (if requested)</b>	
<b>Additional Information requested (when applicable)</b>	