



Procurement and Contracting Services

30 Victoria Street

Gatineau, Quebec K1A 0M6

proposal-proposition@elections.ca

REQUEST FOR PROPOSAL

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

Bidder's Name:

Address:

Tel No.:

Fax. No.:

IN WITNESS WHEREOF, the proposal in response to this Request for Proposal has been duly executed on behalf of the bidder 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.

ECST-RFP-13-0153

Title:

Media Placement Services

Date:

December 13th, 2013

Request for Proposal Closing Date:

January 24th, 2014 at 2:00PM (EST)

INQUIRIES – address inquiries to:

Office of the Chief Electoral Officer of Canada

Procurement and Contracting Services

30 Victoria Street

Gatineau, Quebec K1A 0M6

proposition-proposal@elections.ca

Attention:

Pascal Bouchard-Phillips

Tel No.

819-939-1488

RETURN PROPOSALS TO:

Elections Canada Proposal Receiving Unit

c/o Business Centre

30 Victoria Street, 12th Floor

Gatineau, Quebec K1A 0M6

**PROPOSALS TRANSMITTED BY FACSIMILE OR ELECTRONIC MAIL
TO ELECTIONS CANADA WILL NOT BE ACCEPTED**

This Request for Proposal (“RFP”) contains the following documents:

Part 1 – General Information

Part 2 – Bidder Instructions

Part 3 – Proposal Preparation Instructions

Part 4 – Evaluation Procedures and Basis of Selection

Part 5 – Financial and Other Requirements

Part 6 – Resulting Contract

Annex A – Statement of Work

Appendix A – Electoral Reminder Program

Appendix B – Contact Report Template

Appendix C – List of CLCAs claimant groups

Annex B – Pricing Table

Annex C – General Conditions – Services

Annex D – Supplemental Conditions – EC to Own Intellectual Property Rights

Annex E – Labour Cost Breakdown Template

Annex F – Letter of Credit Requirements

Part 7 – Technical Evaluation Criteria

Part 8 – Financial Evaluation Criteria

Annex A – Proposal Pricing Table Template

Annex B – Media Placement Scenario

Annex C – Labour Cost Breakdown Template

Part 9 – Certificates

Request for Proposal

ECST-RFP-13-0153

Part 1. General Information

1.1 Code of Conduct for Procurement

- 1.1.1 To comply with the Code of Conduct for Procurement, bidders must respond to RFPs in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements stipulated in the RFP, which includes the resulting Contract, submit proposals and enter into contracts only if they will fulfill all obligations of those contracts.
- 1.1.2 Bidders acknowledge that, to ensure fairness, openness and transparency in the procurement process, the commission of certain acts or offences will render them ineligible to be awarded a contract. Elections Canada will declare non-responsive any proposal in respect of which the information herein requested is missing or inaccurate, or in respect of which the information contained in the 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 bidder made a false declaration or certification, Elections Canada will have the right to terminate for default the resulting Contract. The bidder and any of the bidder's Affiliates will also be required to remain free and clear of any acts or convictions specified herein during the period of any contract arising from this solicitation. Elections Canada may verify the information provided by the bidder, including the information relating to the acts or convictions specified herein, through independent research, use of any government resources or by contacting third parties.
- 1.1.3 By submitting a proposal, the bidder 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 this solicitation. In addition, the bidder certifies that except for those offences where a criminal pardon or a record suspension has been obtained or capacities restored by the Governor in Council, neither the bidder nor any of the bidder's Affiliates has ever been convicted of an offence under any of the following provisions:

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

- i. section 121 (Frauds on the government and contractor subscribing to election fund);
- ii. section 124 (Selling or Purchasing Office);
- iii. section 380 (Fraud committed against Her Majesty);
- iv. section 418 (Selling defective stores to Her Majesty);
- v. section 462.31 (Laundering proceeds of crime);
- vi. 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 Her Majesty);
 - iii. section 154.01 (Fraud against Her Majesty);
- (c) Competition Act, R.S.C. 1985, c. C-34:
 - i. section 45 (Conspiracies, agreements or arrangements between competitors);
 - ii. section 46 (Foreign directives);
 - iii. section 47 (Bid Rigging);
 - iv. section 49 (Agreements or arrangements of federal financial institutions);
 - v. section 52 (False or misleading representation);
 - vi. section 53 (Deceptive notice of winning a prize);
- (d) Income Tax Act, R.S.C. 1985, c-1:
 - i. section 239 (False or deceptive statements);
- (e) Excise Tax Act, R.S.C. 1985, c. E-15:
 - i. section 327 (False or deceptive statements);
- (f) Corruption of Foreign Public Officials Act, S.C. 1998, c-34:
 - i. section 3 (Bribing a foreign public official);
- (g) Controlled Drugs and Substance Act, S.C. 1996, c-19:
 - i. section 5 (Trafficking in substance);
 - ii. section 6 (Importing and exporting);
 - iii. section 7 (Production of substance).

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

1.1.5 Bidders understand that Elections Canada may contract outside of the present solicitation process with a supplier who has been convicted of an offence enumerated under Paragraphs 1.1.3 (c) to (g), 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 proposal, the bidder certifies that neither the bidder nor any of the bidder's Affiliates have directly or indirectly paid or agreed to pay, and will not directly or indirectly pay a contingency fee to any individual for the solicitation, negotiation or obtaining of the Contract if the payment of the fee would require the individual to file a return under section 5 of the *Lobbying Act*.
- 1.1.7 For the purposes of this RFP, an Affiliate means a business concern, organization or individual that, directly or indirectly, 1) either one controls or has the power to control the other, or 2) a third party has the power to control both. Indicia of control, include, but are not limited to, interlocking management or ownership, identity of interests among family members, shared facilities and equipment, common use of employees, or a business entity created following the charges or convictions contemplated in this Section which has the same or similar management, ownership, or principal employees as the bidder that is charged or convicted, as the case may be.
- 1.1.8 The bidder acknowledges and agrees that the certifications contemplated must remain valid during the period of the Contract arising from this RFP.

1.2 Definitions

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

1.3 Summary

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

In accordance with section 18 (2) of the *Canada Elections Act*, the CEOC may, using any media or other means that he or she considers appropriate, provide the public, both inside and outside Canada, with information relating to Canada's electoral process, the democratic right to vote and how to be a candidate.

1.3.1 The Requirement

(a) Background

Elections Canada has developed a multi-media communications and information campaign strategy referred to as the “Electoral Reminder Program” or “ERP,” which is implemented during a General Election to provide Canadian electors with key information on when, where and how to register to vote, and on the eligibility requirements.

(b) Brief Description

Elections Canada requires the services of one professional firm, specializing in media placement services, to provide media placements to deliver national, provincial or regional Campaigns in Canada.

The SOW attached as Appendix A to the Contract outlines the services that will be required by Elections Canada. The objective of advertising campaigns for Electoral Events is to inform and educate electors, through a variety of mediums, about registration and voting procedures and the right to vote and to support the introduction of service enhancements offered by Elections Canada to the electorate as a whole or to specific segments of the population, be it target groups or geographic regions. Elections Canada’s outreach target groups include youth, Aboriginal and ethnocultural electors, persons with disabilities, new Canadians and Canadians temporarily living outside of Canada.

1.3.2 **Period of the Contract**

The Contract period will be from the Effective Date of the Contract up to and including March 31, 2020.

The bidder grants to Elections Canada the irrevocable option to extend the Term of the Contract by two additional periods of up to one year each under the same terms and conditions.

1.3.3 **Security Requirement**

There is no security requirement associated with this solicitation.

1.3.4 **Trade Agreements**

This requirement is not subject to any trade agreements.

1.3.5 **Federal Contractors Program**

There is a Federal Contractors Program (FCP) for employment equity requirement associated with

this procurement. Please see Part 6 - Resulting Contract Clauses and Part 9 – Certificates.

1.4 Communications Notification

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

1.5 Debriefings

Once the successful bidder has been announced, bidders may request a debriefing on the results of the RFP process. Bidders should make the request to the Contracting Authority within 20 calendar days of receipt of the results of the RFP process. The debriefing may be in writing, by telephone or in person.

Part 2. Bidders Instructions

2.1 Instructions and Conditions

Bidders who submit a proposal agree to be bound by the terms and conditions of this RFP and accept the clauses and conditions of the resulting Contract attached as Part 6 to this RFP.

2.2 Procurement Business Number

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

2.3 Definition of Bidder

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

2.4 Submission of Proposals

2.4.1 Elections Canada requires that each proposal, at RFP closing date and time or upon request from the Contracting Authority, be signed by the bidder or by an authorized representative of the bidder. If a proposal is submitted by a joint venture, it must be in accordance with Section 2.16.

2.4.2 It is the bidder’s responsibility to:

- (a) obtain clarification of the requirements contained in the RFP, if necessary, before submitting a proposal;
- (b) prepare its proposal in accordance with the instructions contained in the RFP;
- (c) submit by the RFP closing date and time a complete proposal;
- (d) send its proposal only to Elections Canada Proposal Receiving Unit specified on page 1 of this RFP ("Proposal Receiving Unit"). The Proposal Receiving Unit is open from 8:00 a.m. to 4:30 p.m. Monday to Friday and closed on all statutory holidays;
- (e) ensure that the bidder's name, return address, the RFP number, and RFP closing date and time are clearly visible on the envelope or the parcel(s) containing the proposal; and,
- (f) provide a comprehensible and sufficiently detailed proposal, including all requested pricing details, which will permit a complete evaluation in accordance with the criteria set out in the RFP.

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

2.4.4 Proposal will remain open for acceptance for a period of not less than 120 calendar days from the RFP closing date. Elections Canada reserves the right to seek an extension of the proposal validity period from all responsive bidders in writing, within a minimum of three (3) calendar days before the end of the proposal validity period. If the extension is accepted by all responsive bidders, Elections Canada will continue with the evaluation of the proposals. If the extension is not accepted by all responsive bidders, Elections Canada will, at its sole discretion, either continue with the evaluation of the proposals of those who have accepted the extension or cancel the RFP.

2.4.5 Proposal documents and supporting information may be submitted in either English or French.

2.4.6 Proposals received on or before the stipulated RFP closing date and time will become the property of Elections Canada and will not be returned. All proposals will be treated as

confidential, subject to the provisions of the *Access to Information Act*, R.S. 1985, c. A-1 and the *Privacy Act*, R.S. 1985, c. P-21.

2.4.7 Unless specified otherwise in the RFP, Elections Canada will evaluate only the documentation provided with a bidder's proposal. Elections Canada will not evaluate information such as references to Web site addresses where additional information can be found, or technical manuals or brochures not submitted with the proposal.

2.4.8 A proposal cannot be assigned or transferred in whole or in part.

2.5 Transmission by Facsimile and Email

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

2.6 Late Proposals

Elections Canada will return proposals delivered after the stipulated RFP closing date and time, unless they qualify as a delayed proposal as described in Section 2.7.

2.7 Delayed Proposals

2.7.1 A proposal delivered to the Proposal Receiving Unit after the RFP closing date and time but before the announcement of the successful bidder or before a contract is entered into may be considered, provided the bidder can prove the delay is due solely to a delay in delivery that can be attributed to 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 proposals. 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 proposal was mailed before the RFP closing date.

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

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

2.8 Customs Clearance

It is the responsibility of the bidder to allow sufficient time to obtain customs clearance, where required, before the RFP closing date and time. Delays related to the obtaining of customs clearance cannot be construed as “undue delay in the mail” and will not be accepted as a delayed proposal under Section 2.7.

2.9 Legal Capacity

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

2.10 Rights of Elections Canada

Elections Canada reserves the right to:

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

2.11 Rejection of Proposal

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

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

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

- (c) evidence, satisfactory to Elections Canada, that based on past conduct or behavior, the bidder, a subcontractor or a person 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 bidder, any of its employees or any subcontractor included as part of the proposal; and
- (e) Elections Canada determines that the bidder's performance on other contracts, including the efficiency and workmanship as well as the extent to which the bidder performed the Work in accordance with those contracts, is sufficiently poor to jeopardize the successful completion of the requirement of this RFP.

2.11.2 Where Elections Canada intends to reject a proposal pursuant to a provision of Subsection 2.11.1, the Contracting Authority will so inform the bidder and provide the bidder ten (10) calendar days within which to make representations, before making a final decision on the rejection of the proposal.

2.11.3 Elections Canada reserves the right to apply additional scrutiny, in particular, when multiple proposals are received in response to a solicitation from a single bidder or a joint venture. Elections Canada reserves the right to:

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

2.12 Communication – Solicitation Period

2.12.1 To ensure the integrity of the competitive procurement process, enquiries and other communications regarding the RFP must be directed only to the Contracting Authority identified in the RFP. Failure to comply with this requirement may result in the proposal being declared non-responsive.

2.12.2 To ensure consistency and quality of information provided to bidders, 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 bidders to which the RFP has been sent, without revealing the sources of the enquiries.

2.13 Price Justification

2.13.1 In the event that the bidder's proposal is the sole responsive proposal received, the bidder must provide, on Elections Canada's request, a fair price certification, in the form prescribed by Elections Canada, whereby the bidder certifies that the price offered to Elections Canada for the goods or services:

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

2.13.2 Bidders must submit the fair price certification as well as any documentation supporting the fair price certification within the delay prescribed in the request issued pursuant to Subsection 2.13.1. Failure to comply with the request within such delay may result in the proposal being declared non-responsive.

2.14 Proposal Costs

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

2.15 Conduct of Evaluation

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

- (a) seek clarification or verification from bidders regarding any or all information provided by them with respect to the RFP;
- (b) contact any or all references supplied by bidders to verify and validate any information submitted by them;
- (c) request, before the award of any contract, specific information with respect to bidders' legal status;

- (d) conduct a survey of bidders' facilities and/or examine their technical, managerial, and financial capabilities to determine if they are adequate to meet the requirements of the RFP;
- (e) correct any error in the extended pricing of proposals by using unit pricing and any error in quantities in proposals to reflect the quantities stated in the RFP; in the case of error in the extension of prices, the unit price will govern;
- (f) verify any information provided by bidders through independent research, use of any government resources or by contacting third parties; and
- (g) interview, at the sole costs of bidders, any bidder and/or any or all of the resources proposed by bidders to fulfill the requirement of the RFP.

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

2.16 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 proposal on a requirement. Bidders who submit a proposal as a joint venture must indicate clearly that it is a joint venture and provide the following information:

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

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

2.16.3 The first page of the RFP and the Contract must be signed by all the members of the joint venture unless one member has been appointed to act on behalf of all members of the joint venture. The Contracting Authority may, at any time, require each member of the joint venture to confirm that the representative has been appointed with full authority to act as its

representative for the purposes of the RFP and the Contract. If a contract is awarded to a joint venture, all members of the joint venture will be jointly and severally liable for the performance of the Contract.

2.17 Conflict of Interest – Unfair Advantage

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

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

2.17.2 The experience acquired by a bidder who is providing or has provided the goods and services described in the RFP (or similar goods or services) will not, in itself, be considered by Elections Canada as conferring an unfair advantage or creating a conflict of interest, subject however, if such bidders trigger any of the circumstances identified in Paragraphs 2.17.1(a) and (b).

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

2.18 Entire Requirement

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

2.19 Enquiries

2.19.1 All enquiries must be submitted in writing to the Contracting Authority no later than 15 calendar days before the RFP closing date. Enquiries received after that time may not be

answered.

2.19.2 Bidders should reference as accurately as possible the numbered item of the RFP to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Elections Canada to provide an accurate answer. Technical 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 bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Elections Canada.

2.20 Applicable Laws

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

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

2.21 Basis for Canada’s Ownership of Intellectual Property

Elections Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting Contract will belong to Elections Canada, on the following grounds:

- (a) the main purpose of the Contract, or of the deliverables contracted for, is to generate knowledge and information for public dissemination; and
- (b) where the material developed or produced consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.

2.22 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or the SOW contained in the RFP could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority. Bidders 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 bidder will be given consideration provided they are submitted to the Contracting Authority at least 15 calendar days before the RFP closing date. Elections Canada will have the right to accept or reject any

or all suggestions.

Part 3. Proposal Preparation Instructions

3.1. Proposal Preparation Instructions

3.1.1 Elections Canada requests that bidders provide their proposal in separately bound sections as follows:

Section I: Technical Proposal (6 hard copies)
Section II: Financial Proposal (1 hard copy)
Section III: Certifications (1 hard copy)

3.1.2 Prices must appear in the financial proposal only. No prices must be indicated in any other section of the proposal.

3.1.3 Elections Canada requests that bidders follow the format instructions described below in the preparation of their proposal:

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

3.1.4 In the event that a bidder fails to provide the numbers of copies required pursuant to Subsection 3.1.1, the Contracting Authority will contact the bidder and provide the bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the proposal non-responsive.

3.1.5 To assist in reaching the objective set out in the Policy on Green Procurement, bidders are encouraged to:

- (a) use paper containing fibre certified as originating from a sustainably managed forest and/or containing a minimum 30% recycled content; and
- (b) use an environmentally preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

3.2. Section I – Technical Proposal

3.2.1 In their technical proposal, bidders should demonstrate their understanding of the requirements contained in the RFP and explain how they will meet the requirements of the

SOW and carry out the Work in a thorough, concise and clear manner.

- 3.2.2 The technical proposal should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the proposal will be evaluated which are set out in Part 7 – Technical Evaluation Criteria. Simply repeating the statement contained in the RFP is not sufficient. In order to facilitate the evaluation of the proposal, Elections Canada requests that the bidder address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their proposal by identifying the specific paragraph and page number where the subject topic has already been addressed.
- 3.2.3 The details of any client references requested under Part 7 – Technical Evaluation Criteria should be submitted with the proposal, but may be submitted afterwards. If any of the required information is not submitted as requested, in the event that Elections Canada decides to contact client references, the Contracting Authority will so inform the bidder and provide the bidder with a time frame within which to meet the requirement. If the bidder fails to comply with the request of the Contracting Authority and meet the requirement within that time period:
- a) in the case of a client reference for a mandatory technical evaluation criterion set out in Section A of Part 7 – Technical Evaluation criteria, the proposal will be deemed non-responsive;
 - b) in the case of a client reference for a point-rated technical evaluation criterion set out in Section B of Part 7 – Technical Evaluation criteria, the bidder will receive zero points for the rated technical evaluation criteria linked to that client reference.

3.3. Section II – Financial Proposal

Bidders must submit their financial proposal in accordance with Part 8 – Financial Evaluation Criteria. The total amount of the applicable sales tax must be shown separately, if applicable.

3.4. Section III – Certificates

- 3.4.1. The certificates under Part 9 must be completed by the bidder in accordance with this Section 3.4. Bidders must provide the required certifications to be awarded a contract. Elections Canada will declare a proposal non-responsive if the required certifications are not completed and submitted as requested.
- 3.4.2. Bidders' compliance with the certifications provided to Elections Canada is subject to verification by Elections Canada during the proposal evaluation period and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The proposal will be declared non-responsive if any certification made by the bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the

request of the Contracting Authority for additional information will also render the proposal non-responsive.

- 3.4.3. The certificates under Part 9 should be completed and submitted with the proposal 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 bidder and provide the bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the proposal non-responsive.

Part 4. Evaluation Procedures and Basis of Selection

4.1. General Evaluation Procedures

4.1.1 Proposals will be assessed in accordance with the entire requirement of the RFP including the technical and financial evaluation criteria.

4.1.2 An evaluation team composed of representatives of Elections Canada will evaluate the proposals.

4.2. Technical Evaluation

4.2.1. Mandatory and point rated technical evaluation criteria are set out in Part 7 – Technical Evaluation Criteria.

4.3. Financial Evaluation

4.3.1. The mandatory financial evaluation criteria are set out in Part 8 – Financial Evaluation.

4.4. Basis of Selection

4.4.1. A proposal must comply with all the requirements of the RFP.

4.4.2. If it is determined that a proposal does not comply with any of the requirements of the RFP, such proposal will be deemed non-responsive and will not be given further consideration.

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

- Phase 1 – Mandatory Technical Evaluation
- Phase 2 – Point-Rated Technical Evaluation
- Phase 3 – Reference Check
- Phase 4 – Financial Evaluation
- Phase 5 – Determination of Highest Ranked Bidder

4.4.4. Phase 1 – Mandatory Technical Evaluation

In Phase 1, all proposals will be evaluated for their compliance with the mandatory technical evaluation criteria set out in Section A of Part 7 – Technical Evaluation Criteria. Any proposal that fails to meet any of the mandatory technical evaluation criteria will be deemed non-responsive and will not be given further consideration.

4.4.5. Phase 2 – Point-Rated Technical Evaluation

In Phase 2, the proposals that are deemed responsive in Phase 1 will be evaluated against the point-rated technical evaluation criteria set out in Section B of Part 7 – Technical Evaluation Criteria (the “Phase 2 Proposal”). The following should be noted:

- (a) If any Phase 2 proposal does not obtain the required minimum of 70 percent overall of the points for the technical evaluation criteria which are subject to point rating, such proposal will be deemed non-responsive and will not be given further consideration.
- (b) The rating is performed on a scale of 125 points.
- (c) If the evaluation team determines that the information submitted in a proposal in response to the point-rated technical evaluation criteria set out in Section B of Part 7 – Technical Evaluation Criteria contradicts the information submitted in Phase 1, and that based on such information the bidder does not meet a mandatory requirement of this RFP, the bidder’s proposal will be deemed non-responsive and will not be given further consideration.

4.4.6. Phase 3 – Reference Check

In Phase 3, the proposals that are deemed responsive in Phases 1 and 2 may be subject to a reference check for purposes of verifying and validating any information submitted by the bidders in such proposals. The decision to contact or not to contact any or all client references is at the entire discretion of the evaluation team. If it so decides, the following should be noted:

- (a) The client references of all bidders for those identified evaluation criteria will be contacted. Elections Canada will make only three attempts over a maximum of five Business Days from the first attempt to contact a client reference. If Elections Canada is not successful in reaching a client reference after three attempts, the Contracting Authority may contact the bidder for alternative contact information to reach the same client reference. However, the bidder will not be permitted to submit an alternate client reference after bid closing. For greater certainty, the bidder will only be given the opportunity to provide alternate contact information one time for each client reference.
- (b) With respect to mandatory technical evaluation criteria M1 and M2 if Elections

Canada is unsuccessful in obtaining a response from a client reference after making such attempts, or if at any time during the reference check, Elections Canada determines that the proposal submitted by the bidder does not meet such mandatory requirement based on the validation information received from the client reference, the bidder’s proposal will be deemed non-responsive and will not be given further consideration.

- (c) With respect to the point-rated technical evaluation criteria R2, R3, R4 and R5.1, if Elections Canada is unsuccessful in obtaining a response from a client reference after making such attempts, the bidder will receive zero points for the rated technical evaluation criterion linked to that client reference. If at any time during the reference check, Elections Canada determines that the proposal submitted by the bidder does not meet such point-rated technical evaluation criteria, the score for the specific rated technical evaluation criteria may be adjusted downward or rated zero, depending on the validation information received from the client reference.

If the evaluation team decides not to contact any client references, Phase 3 will not be carried out and the evaluation team will proceed with Phase 4.

4.4.7. Phase 4 – Financial Evaluation

In Phase 4, the proposals that are deemed responsive in Phases 1 and 2, taking into consideration any adjustments required as a result of the reference checks in Phase 3 if the evaluation team has decided to conduct reference checks, will be evaluated against the mandatory financial evaluation criteria set out in Part 8 – Financial Evaluation Criteria.

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

4.4.8. Phase 5 – Determination of Highest Ranked Bidder

In Phase 5, the proposal deemed responsive in Phases 1, 2 and 4, taking into consideration any adjustments required as a result of the reference checks in Phase 3 if the evaluation team has decided to conduct reference checks, with the lowest evaluated price per point, as determined in accordance with the following formula, will be considered for award of a contract:

$$\frac{\text{PROPOSAL PRICE}^1}{\text{TECHNICAL SCORE}^2} = \text{PRICE PER POINT}$$

- 1. Proposal Price is the total proposal price set out in Table E of Annex A to Part 8 – Financial Evaluation Criteria.
- 2. Technical Score is the score obtained out of the 125 points for evaluation against the technical evaluation criteria set out in Section B of Part 7 subject to point rating.

Part 5. Financial and Other Requirements

5.1 Financial Capability

5.1.1 The bidder must have the financial capability to fulfill this requirement. To determine the bidder's financial capability, the Contracting Authority may, by written notice to the bidder, require the submission of some or all of the financial information detailed below during the evaluation of proposals. The bidder must provide the following information to the Contracting Authority within 15 calendar days of the request or as specified by the Contracting Authority in the notice:

- (a) Audited financial statements, if available, or the unaudited financial statements (prepared by the bidder's outside accounting firm, if available, or prepared in-house if no external statements have been prepared) for the bidder's last three fiscal years, or for the years that the bidder has been in business if this is less than three years (including, as a minimum, the Balance Sheet, the Statement of Retained Earnings, the Income Statement and any notes to the statements).
- (b) If the date of the financial statements in 5.2.1 (a) above is more than five months before the date of the request for information by the Contracting Authority, the bidder must also provide, unless this is prohibited by legislation for public companies, the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement), as of two months before the date on which the Contracting Authority requests this information.
- (c) If the bidder has not been in business for at least one full fiscal year, the following must be provided:
 - i. the opening Balance Sheet on commencement of business (in the case of a corporation, the date of incorporation); and
 - ii. the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement) as of two months before the date on which the Contracting Authority requests this information.
- (d) A certification from the Chief Financial Officer or an authorized signing officer of the bidder that the financial information provided is complete and accurate.
- (e) A confirmation letter from all of the financial institution(s) that have provided short-term financing to the bidder outlining the total of lines of credit granted to the bidder and the amount of credit that remains available and not drawn upon as of one month prior to the date on which the Contracting Authority requests this information.
- (f) A detailed monthly Cash Flow Statement covering all the bidder's activities (including the requirement) for the first two years of the requirement that is the subject of the

RFP, unless this is prohibited by legislation. This statement must detail the bidder's major sources and amounts of cash and the major items of cash expenditures on a monthly basis, for all the bidder's activities. All assumptions made should be explained as well as details of how cash shortfalls will be financed.

- (g) A detailed monthly Project Cash Flow Statement covering the first two years of the requirement that is the subject of the RFP, unless this is prohibited by legislation. This statement must detail the bidder's major sources and amounts of cash and the major items of cash expenditures, for the requirement, on a monthly basis. All assumptions made should be explained as well as details of how cash shortfalls will be financed.

- 5.1.2 If the bidder is a joint venture, the financial information required by the Contracting Authority must be provided by each member of the joint venture.
- 5.1.3 If the bidder is a subsidiary of another company, then any financial information in 5.2.1 (a) to (f) above required by the Contracting Authority must be provided by the ultimate parent company. Provision of parent company financial information does not satisfy the requirement for the provision of the financial information of the bidder, and the financial capability of a parent cannot be substituted for the financial capability of the bidder itself unless an agreement by the parent company to sign a "Parental Guarantee", as drawn up by Elections Canada, is provided with the required information.
- 5.1.4 Elections Canada reserves the right to request from the bidder any other information that Elections Canada requires to conduct a complete financial capability assessment of the bidder.
- 5.1.5 If the bidder provides the information required above to Elections Canada in confidence while indicating that the disclosed information is confidential, then Elections Canada will treat the information in a confidential manner as permitted by Paragraphs 20(1) (b) and (c) of the Access to Information Act, R.S., 1985, c. A-1.
- 5.1.6 In determining the bidder's financial capability to fulfill this requirement, Elections Canada may require the bidder to provide security, at the bidder's sole expense, such as an irrevocable letter of credit from a registered financial institution drawn in favour of Elections Canada, a performance guarantee from a third party or some other form of security, as determined by Elections Canada.

5.2 Insurance Requirements

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

under the resulting Contract.

5.3 Condition of Material

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



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

CONTRACT

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

Return one signed copy of the Contract forthwith.

Contractor's Name and Address:

[insert Contractor's LEGAL NAME and ADDRESS at contract award]

Contract No.:

[insert at contract award]

Title: Media Placement Services	Date of Contract: [insert at contract award]
Term of Contract: [insert at contract award]	Financial Code: [insert at contract award]
Total Estimated Cost (incl. applicable sales tax): [insert at contract award]	Applicable sales tax: [insert at contract award]

ENQUIRIES & INVOICES

Office of the Chief Electoral Officer of Canada
 30 Victoria Street
 Gatineau, Quebec K1A 0M6

Contract enquiries to:

[insert name and title at contract award] Procurement and Contracting Services	Tel No.:
	E-mail:

Send invoices to:

[insert name, title and sector at contract award]	Tel No.:
	E-mail:

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

[Insert contractor's LEGAL NAME]	Chief Electoral Officer
(signature of authorized representative)	(signature of authorized representative)
(print name of authorized representative)	[Insert name of authorized representative]
(print title of authorized representative)	[Insert title of authorized representative] Procurement and Contracting Services
Date: _____	Date: _____

ARTICLES OF AGREEMENT

Article 1 Interpretation

Section 1.01 Definitions

1.01.01 In the Contract, unless the context otherwise requires:

“Business Day”	means a day other than a Saturday, Sunday or statutory holiday in the province of Quebec;
“Effective Date”	means the date stated as the “Date of the Contract” on the first page of the Contract;
“General Conditions”	means the general conditions for services attached hereto as Annex C;
“Initial Term”	has the meaning ascribed to in Section 3.01;
“Media Costs”	means the fees that the Contractor pays to media suppliers for the publication of the advertising products identified in the Pre-buy Report approved by the Technical Authority;
“Pricing Table”	Means the table attached hereto as Annex B;
“SPOC”	means the Contractor’s single point of contact referred to in Section 5.01 of the Articles of Agreement;
“SOW”	means the statement of work attached hereto as Annex A, and the appendices referred to therein, if any;
“Term”	means the Initial Term and any additional periods resulting from Elections Canada exercising its irrevocable option to extend the period of the Contract provided for in Section 3.02 of the Articles of Agreement; and
“Work”	has the meaning ascribed to in Subsection 11.01.03.

ARTICLES OF AGREEMENT

Authorization”

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

Section 1.02 Priority of Documents

- 1.02.01 The following annexes are attached to and form an integral part of this Contract. If there is a discrepancy between the wordings of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.
1. these Articles of Agreement;
 2. Annex A – Statement of Work;
Appendix A – Electoral Reminder Program
Appendix B – Contact Report Template
Appendix C – List of CLCA claimant groups
 3. Annex B – Pricing Table;
 4. Annex C – General Conditions;
 5. Annex D – Supplemental Conditions Elections Canada to Own Intellectual Property Rights;
 6. Annex E – Labour Cost breakdown Template;

ARTICLES OF AGREEMENT

7. Annex F – Letter of Credit Requirements; and
8. the Contractor’s proposal, dated [insert date of proposal at contract award].

Article 2 Statement of Work

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

Article 3 Period of Contract

Section 3.01 Term

3.01.01 The Contract period will be from the Effective Date of the Contract up to and including March 31, 2020 (the “Initial Term”).

3.01.02 In the event that the last day of the Term of the Contract or any extension thereof, as the case may be, occurs during an Electoral Event or a federal by-election, the Term of the Contract shall be automatically extended for 60 calendar days following the polling day of such event.

Section 3.02 Option to Extend

3.02.01 The Contractor will grant to Elections Canada irrevocable options to extend the period of the Contract by two (2) additional periods of up to one year each under the same terms and conditions.

3.02.02 Subject to Subsection 3.02.03, Elections Canada may exercise these options at any time by sending a written notice to the Contractor at least 15 calendar days before to the Contract expiry date or any extension thereof.

3.02.03 If Elections Canada has issued a Media Plan for three Electoral Events during the Initial Term, it may only exercise the options to extend the period of the Contract if the cost of the Work performed during the Initial Term is lower than the amount set out as the “total estimated cost (incl. applicable sales tax)” on the first page of the Contract. For greater certainty, the total estimated cost of the Contract may not be

ARTICLES OF AGREEMENT

increased other than in accordance with Subsection 6.03.02.

- 3.02.04 The options to extend the term of the Contract may be exercised only by the Contracting Authority.

Article 4 Authorities

Section 4.01 Contracting Authority

- 4.01.01 The Contracting Authority for the Contract is:

[insert at contract award]

Procurement and Contracting Services

Elections Canada

30 Victoria Street

Gatineau QC, K1A 0M6

Tel: 613-

Fax: 613-

E-mail:

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

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

Section 4.02 Technical Authority

- 4.02.01 The Technical Authority for the Contract is:

[insert at contract award]

Elections Canada

Tel: 613-

ARTICLES OF AGREEMENT

Fax: 613-

E-mail:

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

Article 5 Contractor's Representative

Section 5.01 Single Point of Contact

- 5.01.01 SPOC between the Contractor and Elections Canada is:

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

- 5.01.02 The SPOC must liaise with the Contracting Authority and the Technical Authority and will be the first point of contact in terms of:
- (a) managing any business issues with the Technical Authority and any contractual issues with the Contracting Authority;
 - (b) managing the day-to-day operational issues and technical requirements and, in particular, providing support and coordination relative to service; and
 - (c) meeting, as required, with Elections Canada on issues relating to this Contract, including, without limiting the generality of the foregoing, to review the performance of the service, suggest improvements and assist in analyzing statistical data.

ARTICLES OF AGREEMENT

Article 6 Basis of Payment

Section 6.01 Contract Price

The Contractor will be paid for the Work performed under this Contract in accordance with the following:

6.01.01 Table A – Management Fees

(a) Elections Canada will pay the Contractor for the Management Services rendered in connection with the delivery of the First National Campaign, the firm lot price set out in Table A, Item 1 of Annex B.

(b) In the event that:

- i. a Work Authorization is issued for the services set out in Subsection 4.04 of the SOW; or
- ii. a Media Plan is issued by the Technical Authority in connection with the delivery of a Subsequent National Campaign,

Elections Canada will pay the Contractor, for the Management Services rendered for the implementation of such Work, a management fee calculated by applying the firm percentage set out in Table A, Item 2 of Annex B to the actual labour costs billed for the Work performed in connection with such Work Authorization or such Subsequent National Campaign, as the case may be.

6.01.02 Table B Cost Guide

Elections Canada will pay the Contractor, for the Work performed in connection with the development of the Cost Guide as set out in Subsections 4.02.02 to 4.02.08 of the SOW, the firm lot price set out in Table B of Annex B.

6.01.03 Table C – Subsections 4.02.09 and 4.02.10 and Sections 4.03 to 4.06 of the SOW

Elections Canada will pay the Contractor, for the Work set out in Subsections 4.02.09 and 4.02.10 and Sections 4.03 to 4.06 of the SOW, the actual labour costs,

ARTICLES OF AGREEMENT

authorized Media Costs and travel and living expenses reasonably and properly incurred, as determined in accordance with Subsections 6.01.04 to 6.01.06.

6.01.04 Labour Costs

- (a) The Contractor will be paid in arrears for actual time worked by Contractor's personnel, provided that such personnel fall within the category of personnel identified in Table C of Annex B, based on the firm hourly rates set out in Table C of Annex B.
- (b) The Contractor shall not be entitled to any premium for any hours worked beyond 7.5 hours per day. The hourly rates set out in Table C of Annex B will apply to such additional hours.

6.01.05 Media Costs

The Contractor will be reimbursed for the Media Costs reasonably and properly incurred in the performance of the Work. These expenses will be paid at actual cost without any allowance for profit and/or administrative overhead, in accordance with Subsections 8.03.02 and 8.03.03. All payments are subject to audit.

6.01.06 Travel and Living Expenses

- (a) The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the [Treasury Board Travel Directive](#) and with the other provisions of the directive referring to "travellers," rather than those referring to "employees".
- (b) All travel must have the prior authorization of the Technical Authority. All payments are subject to audit.

6.01.07 Sales taxes

ARTICLES OF AGREEMENT

The estimated sales taxes, if applicable, is included in the total estimated cost specified on page 1 of the Contract. The applicable sales tax is not included in the Contract Price but will be paid by Elections Canada. The Contractor agrees to remit to the Canada Revenue Agency any amounts of sales tax paid or due.

Section 6.02 Economic Price Adjustment (EPA)

6.02.01 For the period of April 1, 2016 to the end of the Term, the fixed hourly rates set out in the last column of Table C of Annex B (Firm Hourly Rate – April 1, 2015 to March 31, 2016) will be adjusted annually, as of April 1st of each relevant year, based on the percentage increase (or decrease) of the Consumer Price Index (CPI) for Canada, All-Items (Not Seasonally Adjusted), published in Statistics Canada Catalogue no.62-001-x, Table 1, in accordance with the following formula, rounded to the nearest two decimals:

$$\text{Annual Inflation Adjustment Factor} = \left(\frac{A}{B} - 1 \right) \times 100$$

Where:

- A** = Average of the monthly CPI for Canada, for the 12 months ending on December 31st of the calendar year preceding the April 1st adjustment date.
- B** = Average of the monthly CPI for Canada for the 12 months ending on December 31st of two calendar years preceding the April 1st adjustment date.

Example: For the period of April 1, 2016 to March 31, 2017, the fixed hourly rates set out in the last column of Table C of Annex B would be increased by 2.40% based on the following assumptions:

- A** = Average of the monthly CPI for Canada, for the 12 months ending December 31, 2015 = 145.3
- B** = Average of the monthly CPI for Canada for the 12 months ending December 31, 2014 = 141.9

ARTICLES OF AGREEMENT

$$\text{Annual Inflation Adjustment Factor} = \left(\frac{A}{B} - 1 \right) \times 100$$

$$\text{Annual Inflation Adjustment Factor} = \left(\frac{145.3}{141.9} - 1 \right) \times 100$$

$$\text{Annual Inflation Adjustment Factor} = 2.40\%$$

- 6.02.02 The annual inflation adjustment factor determined by using the formula set out in Subsection 6.02.01 which is less than zero, will be deemed to be equal to zero.
- 6.02.03 The adjusted rate will be applicable for the fiscal year commencing on April 1st and ending on March 31st of the following year.
- 6.02.04 The Contractor must notify the Contracting Authority by email of the applicable annual inflation adjustment factor along with an electronic document demonstrating the calculation of such factor in accordance with the formula set out in Subsection 6.02.01 and the proposed adjusted rates, no later than 30 calendar days prior to the April 1st adjustment date. The Contracting Authority will in turn verify the information and if it notices an error in the calculation of the annual inflation adjustment factor and/or in the proposed adjusted rates, it will notify the Contractor of the corrected annual inflation adjustment factor and/or the corrected rates.
- 6.02.05 The Contracting Authority will provide to the Contractor an updated Table C to Annex B reflecting the adjusted rates. The updated Table C of Annex B shall be deemed to be part of the Contract as of the later of:
- (a) April 1st of the year the adjustments will be applied to, provided that the Contractor has provided the annual inflation adjustment factor, the proposed adjusted rates and supporting documentation by the date set out in Subsection 6.02.04 and no corrections had to be made to such factor or rates;
 - (b) 30 calendar days following the date that the Contracting Authority actually received the annual inflation adjustment factor, proposed adjusted rates and supporting documentation from the Contractor, provided that no corrections had to be made to such factor or rates;

ARTICLES OF AGREEMENT

(c) the date that the Contracting Authority notified the Contractor that a correction needed to be made to the annual inflation adjustment factor and/or the proposed adjusted rates calculated by the Contractor.

6.02.06 If any of the official government(s) economic price adjustment indices set out in Subsection 6.02.01 is discontinued, the parties must immediately thereafter agree to establish replacement indices or formulate adjustments consistent with those set forth in the Contract.

Section 6.03 Limitation of Expenditure

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

6.03.02 In the event that Elections Canada issues a Media Plan for the third Electoral Event to occur during the Term, Elections Canada's total liability to the Contractor for the Work performed under the Contract shall be increased by \$_____ [insert at contract award]. Customs duties are included and any applicable sales tax is extra. In such circumstances, the amounts set out as the "total estimated cost (incl. applicable sales tax)" on the first page of the Contract shall be deemed to be increased by \$_____ [insert at contract award] plus any applicable sales tax.

6.03.03 Elections Canada's obligation with respect to the portion of the Work under the Contract that is performed through a Work Authorization is limited to the amount set out therein.

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

ARTICLES OF AGREEMENT

6.03.05 With respect to the amount set out in Subsections 6.03.01 and 6.03.02, the Contractor must notify the Contracting Authority in writing as to the adequacy of such amount:

- (a) when it is 75 percent committed, or
- (b) four (4) months before the Contract expiry date, or
- (c) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

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

Article 7 Information Reporting

Section 7.01 Form T1204

7.01.01 Pursuant to paragraph 221(1)(d) of the *Income Tax Act*, R.S. 1985, c. 1 (5th Supp.), payments made by departments and agencies, which includes Elections Canada, to contractors under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T1204 Government Service Contract Payments slip.

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

- (a) the legal name of the Contractor, i.e. the legal name associated with its business number or Social Insurance Number (SIN), as well as its address and postal code;
- (b) the status of the Contractor, i.e. an individual, a sole proprietorship, a corporation, or a partnership;

ARTICLES OF AGREEMENT

(c) the business number of the Contractor if the Contractor is a corporation or a partnership and the SIN if the Contractor is an individual or a sole proprietorship. In the case of a partnership, if the partnership does not have a business number, the partner who has signed the Contract must provide his/her SIN; and

(d) in the case of a joint venture, the business number of all parties to the joint venture who have a business number or their respective SIN if they do not have a business number.

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

Article 8 Payment and Invoices

Section 8.01 Method of Payment for Management Fees (Table A of Annex B)

8.01.01 Elections Canada will pay the Contractor the firm management fee set out in Table A, Item 1 of Annex B in one lump sum payment, upon completion of the Work related to the delivery the First National Campaign, if the amount claimed is clearly identified on the invoice submitted in accordance with Section 8.04.

8.01.02 Elections Canada will pay the Contractor the management fee set out in Table A, Item 2 of Annex B:

(a) in cases where a Work Authorization provides for Work to be performed over a period of two months or less, in one lump sum payment upon completion and delivery of the Work set out in such Work Authorization calculated by applying the firm percentage set out in Table A, Item 2 of Annex B to the actual labour costs billed for the Work performed in connection with such Work Authorization; and

(b) in cases where a Work Authorization provides for Work to be performed over a period of more than two months, on a monthly basis calculated by applying the firm percentage set out in Table A, Item 2 of Annex B to the actual labour costs billed for that part of the Work in the Work Authorization completed and delivered during the month covered by the invoice.

ARTICLES OF AGREEMENT

Section 8.02 Method of Payment for Cost Guide (Table B of Annex B)

8.02.01 Elections Canada will pay the Contractor the firm lot price set out in Table B of Annex B in one lump sum payment upon completion of the Work related to Subsections 4.02.02 to 4.02.08 of the SOW provided that:

- (a) the amount claimed is clearly identified on the invoice submitted in accordance with Section 8.04;
- (b) the Work has been performed and accepted by Elections Canada.

Section 8.03 Method of Payment for Work related to Subsections 4.02.09 and 4.02.10 and Sections 4.03 to 4.06 of the SOW

8.03.01 Elections Canada will pay the Contractor, on a monthly basis, for that part of the Work relating to Table C of Annex B completed and delivered during the month covered by the invoice submitted in accordance with Section 8.04.

8.03.02 The Media Costs will be reimbursed as follows:

- (a) The Contractor will be paid an amount not to exceed 50% of the total estimated Media Costs for a Campaign as set out in the Pre-buy Report provided that:
 - i. the amount claimed is clearly identified on the invoice submitted in accordance with Section 8.04 and on the Pre-buy Report;
 - ii. all such documents have been verified by EC.
- (b) The balance owing for the Media Costs for such Campaign will be reimbursed upon receipt of a final invoice and the Post-buy Report submitted to EC within 120 calendar days after the latest publication of the advertising products of such Campaign provided that:
 - i. the amount claimed corresponds to the total Media Costs set out in the Post-buy Report less the payment made in accordance with Subsection 8.03.02;
 - ii. all such documents have been verified by EC.

ARTICLES OF AGREEMENT

8.03.03 For greater certainty, EC will only reimburse the Contractor for Media Costs for which the Contractor has received an invoice and proof of performance from the media suppliers to substantiate such costs within 120 calendar days after the latest publication of the advertising products of a Campaign.

Section 8.04 Invoices

8.04.01 The Contractor must submit invoices in accordance with the section entitled “Invoice Submission” of the General Conditions and this Article 8 for payments to be issued in accordance with Sections 8.01, 8.02 and 8.03. Invoices cannot be submitted until all Work identified in the invoice is completed.

8.04.02 Each invoice must be supported by:

- (a) any documents as specified in the Contract to substantiate the Work performed;
- (b) a copy of the invoices, receipts, and vouchers to support any authorized travel and living expenses claimed, if applicable;
- (c) a detailed labour costs breakdown in the form set out in Annex E indicating:
 - i. the period covered by the invoice;
 - ii. the category of personnel and number of hours worked per day for each resource for which time is being claimed.

8.04.03 With respects to invoices covering Media Costs, the Contractor must submit a separate invoice for Media Costs related to each of the following media channel: TV, radio, print, out-of-home, and internet, for each of the mainstream, ethnocultural and aboriginal media.

8.04.04 The original and one copy of each invoice along with one copy of the supporting documentation identified in Subsection 8.04.02 must be forwarded to the address shown on page 1 of the Contract for certification and payment.

Article 9 Elections Canada Facilities and Personnel

ARTICLES OF AGREEMENT

Section 9.01 Access to the Location of the Work

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

Section 9.02 Access to Personnel

9.02.01 Elections Canada's personnel is not automatically at the disposal of the Contractor. The Contractor is responsible for timely identification of the need for access to the referenced personnel.

9.02.02 Subject to the approval of the Technical Authority, arrangements will be made for the Contractor to access the required personnel at Elections Canada's earliest convenience.

Article 10 Security Requirement

10.01.01 There is no security requirement applicable to this Contract.

Article 11 Work Authorization

11.01.01 When the Technical Authority requests Work to be performed in accordance with Subsection 4.02.10 and Section 4.04 of the SOW, it shall provide the Contractor with a description of the requirement the anticipated start date and completion date.

11.01.02 As soon as possible within 24 hours of receiving such request, the Contractor shall prepare and submit to the Technical Authority a proposal that addresses the following

ARTICLES OF AGREEMENT

points:

(a) if the Contractor is of the view that it cannot complete the work within the timeframe proposed by the Technical Authority, a detailed explanation of the reason why the requested schedule cannot be met and any recommended revisions to the schedule; and

(b) a breakdown of the estimated costs which must be computed using the fixed hourly rates set out in Table C of Annex B, to complete the proposed Work within the proposed schedule.

11.01.03 The Technical Authority, at its entire discretion, shall determine whether it approves or rejects the proposal. Upon approval, the Contractor shall implement the Work set out in the approved proposal (hereinafter referred to as the “Work Authorization”).

11.01.04 All approvals between the Technical Authority and the Contractor related to this Article 11 will be done by e-mail between the SPOC and the Technical Authority or their authorized representatives.

Article 12 Insurance

Section 12.01 Insurance

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

Article 13 Applicable Laws

Section 13.01 Applicable Laws

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

ARTICLES OF AGREEMENT

[Note to Contracting Authority]

Verify and make required modifications if Contractor's proposal provides for different province.

[Note to Bidders]

Either Article 14 or Article 15 will form part of the resulting contract, depending if the successful bidder is a Canadian contractor or a foreign contractor.

Article 14 Foreign Nationals

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

Article 15 Foreign Nationals

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

ARTICLES OF AGREEMENT

Article 16 Certificates

Section 16.01 Certificates

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

Section 16.02 Federal Contractors Program

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

Article 17 Contractor’s Resources

Section 17.01 Replacement of Specified Individuals

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

- (a) The Contractor shall provide the services of the personnel named in the Contractor’s proposal to perform the Work, unless the Contractor is unable to do so, for reasons which are beyond its control.
- (b) If the Contractor at any time is unable to provide the services of any specific individual identified in its proposal, it shall provide, at its costs, a replacement with similar qualifications and experience. The replacement must meet the evaluation criteria used in the selection of the Contractor and

ARTICLES OF AGREEMENT

be acceptable to Elections Canada. As soon as possible after becoming aware of the need to replace a specific individual, the Contractor shall notify in writing both the Technical Authority and the Contracting Authority of:

- i. the reason for replacing the specified individual; and
- ii. the name, qualifications and experience of the proposed replacement.

(c) Upon receiving the notice of replacement of a specific individual, if the Contracting Authority determines that the replacement is acceptable to Elections Canada as per the requirements set out in Paragraph 17.01.01 (b), the Contracting Authority shall send a written notice to the Contractor confirming its acceptance of the replacement.

(d) In no event shall the Contractor allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with Subsection 17.01.01(b) above. The issuance of an order that a replacement stop performing the Work shall not relieve the Contractor from its responsibility to meet the requirements of the Contract.

17.01.02 Acceptance of a replacement person by Elections Canada shall not relieve the Contractor from its responsibility to meet the requirements of the Contract.

Article 18 Letter of Credit

Section 18.01 Letter of Credit

18.01.01 The Contractor shall deposit with Elections Canada an irrevocable standby letter of credit in the amount of \$2 million from a financial institution that is a member of the Canadian Payments Association which meets the requirements of Annex F of the Contract on or before the Effective Date of the Contract.

18.01.02 Elections Canada may convert the irrevocable standby letter of credit to the use of Elections Canada if any circumstance exists which would entitle Elections Canada to terminate the Contract for default in accordance with the General Conditions, but

ARTICLES OF AGREEMENT

any such conversion shall not constitute termination.

18.01.03 Where Elections Canada so converts the irrevocable standby letter of credit:

- (a) the proceeds thereof shall be used to complete the Work according to the terms of the Contract to the nearest extent that it is feasible to do so and any balance left thereafter shall be returned to the Contractor on completion of the Term of the Contract; and
- (b) if Elections Canada enters into an agreement outside the Contract to have the Work completed, the Contractor shall:
 - i. be deemed to have irrevocably abandoned the Work; and
 - ii. remain liable for the excess cost of completing the Work if the amount of the irrevocable standby letter of credit is not sufficient for such purpose. ("Excess Cost" means any amount over and above the amount of the Contract Price remaining unpaid together with the amount of the irrevocable standby letter of credit.)
- (c) if Elections Canada does not convert the irrevocable standby letter of credit to the use of Elections Canada prior to last day of the Term of the Contract, Elections Canada shall return the irrevocable standby letter of credit to the Contractor within a reasonable time after such date.

Article 19 Access to Information

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

Article 20 Avoidance of Political Partisanship

ARTICLES OF AGREEMENT

Section 20.01 No political Partisanship

20.01.01 The Contractor represents and warrants that:

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

20.01.02 Subsection 20.01.01 does not prevent the Contractor or its officers and employees, who perform or supervise the Work, to also work or supervise the work set out in a mandate from the Chief Electoral Officer of a Province or Territory of Canada, or from another similar electoral authority of a Province or Territory of Canada, or from any other public institution that is politically neutral or non-partisan in nature, or from a person who is politically neutral or non-partisan in nature.

[Note to Bidders]

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

ARTICLES OF AGREEMENT

Article 20 Joint Venture

Section 20.01 Joint Venture Contractor

20.01.01 The Contractor confirms that the name of the joint venture is _____ and that it is comprised of the following members:

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

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

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

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

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

Media Placement Services

ANNEX A

**Statement of Work
(SOW)**

1. DEFINITIONS

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

Campaign	means the First National Campaign, Subsequent National Campaign and an advertising campaign for federal by-elections or specific corporate programs and activities of EC;
CEA	means the Canada Elections Act, as amended from time to time;
CEOC	means the Chief Electoral Officer of Canada;
CLCA	means the Comprehensive Land Claims Agreements, which are modern treaties which have the force of law and are protected by the Canadian Constitution;
Cost Guide	has the meaning ascribed to in Paragraph 4.02.02;
Creative Agency	means the firm that EC retains through a separate competitive procurement process to carry out the strategic planning (including media planning), creative development and production services for its advertising requirements related to the ERP;
EC	means the Office of the CEOC, commonly known as Elections Canada;
ECHQ	means EC's offices located in Gatineau;
Electoral Event	means a General Election or a federal referendum;
Election Period	means the period from the date of the issue of the writ for a federal by-election or an Electoral Event up to and including polling day, which at a minimum is 36 days;
ERP	means the EC "Electoral Reminder Program" as further described in Appendix A to the SOW and as may be amended by EC from time to time;
First National Campaign	means an advertising campaign delivered for the first General Election or federal referendum to occur during the Term;

General Election	means a federal general election;
Management Services	means the services described in Section 4.01;
Media Plan	means a document that identifies the media types; ad formats; the media weight; reach and frequency; the cost per media type; the total estimated budget and the distribution dates for a Campaign, as approved by the Technical Authority;
Media Strategy	means the strategy developed by the Creative Agency and approved by EC for the First National Campaign;
Post-buy Report	has the meaning ascribed to in Subsection 4.05.02a);
Pre-buy Report	has the meaning ascribed to in Subsection 4.03.02c); and
Subsequent National Campaign	means an advertising campaign delivered for a General Election or a federal referendum subsequent to the First National Campaign.

2. INTRODUCTION

2.01 Background

2.01.01 The CEOC, an agent of Parliament, exercises general direction and supervision over the conduct of elections and referendums at the federal level. The CEOC heads the Office of the Chief Electoral Officer, commonly known as Elections Canada.

2.01.02 In accordance with section 18(2) of the CEA, the CEOC may, using any media or other means that he or she considers appropriate, provide the public, both inside and outside of Canada, with information relating to Canada's electoral process, the democratic right to vote and how to be a candidate. The ERP falls within such authority.

2.02 Requirement

2.02.01 The Contractor shall provide the following services for EC in accordance with the Contract:

- (a) as and when requested by the Technical Authority, advice related to media trends and media related issues;
- (b) as and when requested by the Technical Authority, all media placement services to deliver national advertising campaigns for Electoral Events; and

- (c) as and when requested by the Technical Authority and in accordance with a Work Authorization, media placement services to deliver national and regional advertising campaigns related to federal by-election or specific corporate programs and activities of EC.

3. OBJECTIVES

3.01.01 The objective of advertising campaigns for Electoral Events is to inform and educate electors through a variety of mediums about the registration and voting procedures, the right to vote, and to support the introduction of service enhancements being offered by EC to the electorate as a whole or to specific segments of the population, be it target groups or geographic regions. EC's outreach target groups, include youth Aboriginal and ethnocultural electors, persons with disabilities, new Canadians and Canadians temporarily living outside of Canada.

3.01.02 The objective of this requirement is for the Contractor to ensure placement of advertisements for all of the media identified in each Media Plan, as effectively and economically as possible.

4. SERVICES

4.01 Management Services

4.01.01 The Contractor shall provide the following management services:

- (a) coordinate the day-to-day activities of the Work to be completed by the Contractor and ensure that it is performed in accordance with the SOW;
- (b) ensure the compilation and timely issuance of the reports set out in Sections 4.05 and 4.06;
- (c) ensure timely communication between the Contractor and the Technical Authority;
- (d) for any part of the Work that is subject to the Technical Authority's approval, ensure that such approval has been sought;
- (e) participate in meetings, presentations and conference calls as required by the Technical Authority, including meetings and presentations with senior EC officials to stay on top of EC's advertising issues and challenges and to ensure that the Contractor always meets the needs of EC;

- (f) provide detailed records of conference calls and meetings held between the Contractor and EC by filling out the contact report template upon request from the Technical Authority, in the form set out in Appendix B, and submit it to the Technical Authority within two Business Days of the occurrence of such conference call or meeting;
- (g) coordinate the service requirements received from the Technical Authority in accordance with Section 4.04 and prepare and deliver cost estimates related thereto;
- (h) as and when requested by the Technical Authority, provide advice and recommendations on various media related topics, which include but are not limited to:
 - i. advice on current and emerging advertising media issues and industry development that may impact and/or enhance EC media planning;
 - ii. advice on the use of new and emerging media and methods of execution, current issues and trends in the media industry and the media landscape;
- (i) in connection with the First National Campaign and Subsequent National Campaign, review and provide comments and recommendations to the Technical Authority on the draft Media Plan within three Business Days of receiving it from the Technical Authority; and
- (j) In a timely manner, bring to the attention of the Technical Authority new media opportunities or changes required to the Media Plan in accordance with Paragraph 4.03.03 b).

4.02 Cost Guide

4.02.01 Within 10 calendar days of the Effective Date, EC shall submit a copy of the Media Strategy to the Contractor.

4.02.02 The Contractor shall develop a media planning cost guide, which shall identify all information necessary for media planning for national, provincial and regional advertising purposes, including without limitation target markets, language, production specifications prescribed by each media supplier (traditional size, length and showing) with modifiers, such as seasonality and lead time, as well as negotiated advertising rates and media contact information for additional specifications and trafficking, and any additional information the Contractor deems relevant (“the Cost Guide”).

- 4.02.03 The Cost Guide shall present the information outlined in Subsection 4.02.02 by media channel, namely, daily and weekly newspapers, magazines (specialty publications), radio, television, Internet (including social media sites) and out-of-home (static and digital) for each of the mainstream, Aboriginal media as well as ethnocultural media for specific languages identified in the Media Strategy.
- 4.02.04 The Contractor shall contact the CLCA claimant groups listed in Appendix C to obtain a list of the CLCA beneficiary firms that operate a media outlet in the CLCA regions and shall consider such Aboriginal firms when preparing the section of the Cost Guide dealing with Aboriginal media.
- 4.02.05 The Contractor shall ensure that the media suppliers identified in the Cost Guide operate a media outlet in Canada and that they have the necessary qualifications and resources to publish advertising products for the Campaign that meet the Media Strategy.
- 4.02.06 The Contractor shall develop criteria to select the media suppliers for inclusion in the Cost Guide and shall submit the draft selection criteria to the Technical Authority within 21 calendar days of the Effective Date.
- 4.02.07 The Technical Authority shall have up to seven calendar days from the date of receipt of the draft selection criteria to review it and provide comments. The Contractor shall submit the final selection criteria to the Technical Authority within seven calendar days of receiving the Technical Authority's comments.
- 4.02.08 The Contractor shall prepare and submit to the Technical Authority the draft Cost Guide within two months of the Effective Date. The Technical Authority shall have seven calendar days from the date of receipt of the draft Cost Guide to review it and provide comments, if any, to the Contractor. The Contractor shall submit the final Cost Guide to the Technical Authority within seven calendar days of receiving the Technical Authority's comments.
- 4.02.09 The Contractor shall update the Cost Guide annually or more frequently as instructed by the Technical Authority and shall include with each update a cover page summarizing all changes, additions and deletions made to the previous version. The Contractor shall deliver to the Technical Authority the annual update of the Cost Guide no later than September 1st, with all pertinent information effective as of August 1st, and any other updates requested by the Technical Authority within 30 calendar days of the date that the request is made.

4.02.010 As and when requested by the Technical Authority and in accordance with a Work Authorization, the Contractor shall provide costing information for one or more specific electoral districts.

4.03 Media Placement Services for Electoral Events

4.03.01 The services set out in this Section 4.03 are provided as and when requested by the Technical Authority upon the Technical Authority issuing a Media Plan upon the issuance of the writ for an Electoral Event. The Technical Authority may only issue a Media Plan for up to three Electoral Events during the Term.

4.03.02 Upon receiving the Media Plan for an Electoral Event, the Contractor shall:

- (a) review the requirements of the Media Plan and take all necessary steps to prepare for the media placement activities to be carried out during the Election Period; and
- (b) identify the media suppliers who can publish the advertising products identified in the Media Plan and initiate negotiations with them in accordance with the parameters set out in the Media Plan to obtain the required media coverage at the best possible price, provided that the Contractor does not make commitments or purchases prior to receiving the Technical Authority's approval. The Contractor shall not be reimbursed for any Media Costs incurred prior to receiving the Technical Authority's approval.
- (c) submit a pre-buy report to the Technical Authority for approval, which shall identify, for each of the mainstream, ethnocultural and aboriginal media of the Campaign:
 - i. the negotiated price for each booking associated with the name of the relevant media supplier, booking date and the deadline by which the advertising products must be delivered to each media supplier; and
 - ii. the total cost of bookings compiled by media channels (collectively the "Pre-buy Report").

4.03.03 When negotiating with media suppliers, if the Contractor:

- (a) is not able to obtain media coverage that corresponds to the parameters of the Media Plan, and/or
- (b) becomes aware of new media opportunities that were not identified in the Media Plan, but that have been proposed by media suppliers,

it shall identify in the Pre-buy Report submitted to the Technical Authority any changes made to the Media Plan, with an explanation for the change. The Technical Authority shall, at its entire discretion, determine whether to accept the changes proposed by the Contractor.

- 4.03.04 Upon receipt of the Technical Authority's approval of the Pre-buy Report, the Contractor shall finalize the media placement in accordance with the approved Pre-buy Report.
- 4.03.05 In the event that the Technical Authority informs the Contractor that it is necessary to cancel or postpone a particular media placement, the Contractor shall negotiate with the media supplier to arrange for such cancellation or rescheduling at minimum cost to EC.
- 4.03.06 The Contractor shall monitor all media placements to ensure that they conform to the requirements of the Pre-buy Report approved by the Technical Authority. Upon becoming aware that a requirement has not been met, the Contractor shall immediately inform the Technical Authority of the nature of the non-compliance and of any ways to correct it.
- 4.03.07 The Contractor acknowledges that there may be circumstances where a General Election may be called unexpectedly in advance of the date prescribed by subsection 56.1(2) of the CEA and that, in such circumstances, it shall implement the Work set out in this Section 4.03 within 24 hours of receiving the Media Plan from the Technical Authority.

4.04 Media Placement Services Outside Electoral Events

- 4.04.01 As and when requested by the Technical Authority and in accordance with a Work Authorization, the Contractor shall provide any of the following media placement services to deliver advertising campaigns related to federal by-elections or specific corporate programs and activities of EC:
- (a) develop Media Plans, in a format prescribed by the Technical Authority; and
 - (b) upon the Technical Authority's approval of the Media Plan, provide the services set out in Section 4.03.
- 4.04.02 The Contractor acknowledges that there may be circumstances where a federal by-election may be called unexpectedly or where EC will have urgent requirements in connection with specific corporate programs and activities of EC and that, in such

circumstances, it shall implement the Work set out in this Section 4.04 within 24 hours' notice.

4.05 Campaign Reporting

4.05.01 For each Campaign that involves internet advertising, the Contractor shall monitor the trafficking of EC's Internet advertising and submit a report to the Technical Authority. The report shall contain the following elements, as applicable:

- (a) planned impressions;
- (b) planned clicks;
- (c) delivered impressions;
- (d) delivery index (Impressions);
- (e) delivered clicks;
- (f) delivery index (clicks);
- (g) click-through rate percentage;
- (h) average cost per click;
- (i) observations and recommendations for future media planning of internet advertising; and
- (j) any other information that the Contractor deems relevant to EC's internet advertising.

4.05.02 For each Campaign, within 120 calendar days after the latest publication of the advertising products, the Contractor shall:

- (a) update the Pre-buy Report to reflect the actual amounts charged by the media suppliers for the publication of the advertising products for the said Campaign, provided that each amount listed is evidenced by the invoice and proof of performance that the Contractor has received from such media suppliers ("Post-buy Report"); and
- (b) when requested by the Technical Authority, a post-buy analysis detailing all activities carried out by the Contractor in connection with the Campaign. The post-buy analysis shall outline the total savings and/or bonuses resulting from volume or other negotiated discounts, the media placement carried out by the Contractor compared to what had been proposed in the Media Plan, the "lessons-learned" and recommended actions, as applicable.

4.05.03 EC shall conduct an independent evaluation of the advertising campaign for a General Election following polling day, using both a qualitative and quantitative approach. The evaluation shall assess the recall of the advertising campaign; recall of campaign sources; comprehension of the messages (clarity and credibility); perceived strengths and weaknesses of the visual elements; and the overall impact of the advertisements

on voting. The Contractor shall provide EC with any information that it requires to complete the independent evaluation.

4.06 Annual Financial Activity Reporting

4.06.01 No later than March 15th of each year of the Term of the Contract, the Contractor shall produce a report on EC's advertising spending for the fiscal year ending on March 31st of that same year. The report shall be broken down by Campaign and shall include a cumulative total by media channel for all media placement conducted during the relevant year as well as a projection of the media placement to be conducted from March 15th to March 31st of that same year.

APPENDIX A

Electoral Reminder Program (ERP) Enhancement Initiative

Background

The Electoral Reminder Program (ERP) is a multimedia election communications and information campaign for implementation during federal general elections. Its objective is to provide electors with needed information about when, where and how to register and vote.

The program helps to fulfill mandates stated in section 18 of the *Canada Elections Act*:

(1) The Chief Electoral Officer may implement public education and information programs to make the electoral process better known to the public, particularly to those persons and groups most likely to experience difficulties in exercising their democratic rights.

(2) The Chief Electoral Officer may, using any media or other means that he or she considers appropriate, provide the public, both inside and outside Canada, with information relating to Canada's electoral process, the democratic right to vote and how to be a candidate.

The existing program has six components:

- 1) A multi-phase advertising campaign on radio and television, in newspapers, on backlit billboards in public places, and on popular social media websites.
- 2) A direct mail campaign that includes mailing of a Voter Information Card (VIC) to all registered electors and an election Reminder Brochure to all Canadian households to provide electors with information they require to register and vote.
- 3) A communications drive to highlight a comprehensive and up-to-date website.
- 4) On-the-ground cross-country media relations in support of common messaging.
- 5) A public enquiries service operating seven days a week.
- 6) National outreach and partnerships and network of Community Relations Officers across the country in electoral districts where significant population segments – mainly seniors in long-term care facilities, youth, homeless people, Aboriginal and ethnocultural electors – experience barriers to the electoral process.

ERP activities change as the electoral calendar progresses. Broader, more general information is presented immediately after the election call, and this gradually becomes more specific as the Election Day approaches. Within the calendar, activities peak ahead of advance polls, before deadlines to vote by special rules, and immediately before and on Election Day.

Past results of the program show its success. Evaluation reports of the 41st general election indicate that 98 percent of electors were aware of the election and the polling date, 91 percent recalled receiving the VIC, 97 percent were aware of ID requirements and 78 percent also recalled seeing one or

more election advertisements. Clearly, the ERP succeeds in delivering information to the vast majority of electors.

However, there remain a few hard-to-reach population segments that require increased attention under ERP, particularly younger or first-time voters and First Nations electors.

Issues

In light of the current operating environment the core ERP messaging needs to be reviewed.

Events during the May 2011 general election - whether it is the robocalls issue or the procedural failures in Etobicoke Centre - have the potential to erode the high degree of trust Canadians have in their electoral process. In that context communications recommendations made in the reports on Deceptive Communications with Electors and on the independent Compliance Review will need to be incorporated into the program.

Building on elements of ERP's success and to better reach population segments that are less aware of the registration and voting procedures than the general population, it is important to reinvest in the program model so that it reflects up-to-date communications technology, is cost-effective while maintaining its desired reach, and is comprehensive and easily accessible to all electors. The ERP enhancements address four key goals:

Consistent branding across all program elements

The ERP was developed in an ongoing minority government situation, at a time when communications was decentralized across Elections Canada. The result is that the program offers a variety of communications products in a variety of mediums including over 65 different print publications lacking consistency thematically, visually and linguistically.

Multiple visual identities and messages raise the risk of confusing electors. In contrast, audiences have stronger recall and retention of information if it is presented repeatedly using consistent images and messages - common look and feel - across all media.

To the extent possible, communications products and the user environments should be designed to be practical by all audiences, by offering maximum flexibility, benefits, and ease. Continuously using a cohesive design, simple messaging and plain language will address concerns raised by groups that have experienced barriers. These groups have consistently told Elections Canada that they support this approach, and that existing communications materials are complicated and difficult to understand.

Messaging that supports the current operating context

Both the reports on Deceptive Communications and the Compliance Review highlight the importance of maintaining and continuously earning the electors' trust in the electoral process and in Elections Canada.


Consequently, a recommendation was made to include clear messaging on procedures when polling sites are changed late in the electoral process. Evidence suggests that Canadians do not understand the respective roles of Elections Canada and political parties in providing information about where and how they can vote. Indeed, 64% of electors thought it appropriate for political parties and candidates to

provide them with this information. Complaints are a manifestation of concerns electors may have in the electoral process and therefore a new complaints intake process will be introduced which will need to be integrated into the ERP.

Since the 40th general election in 2008, ERP messaging has focused on voter identification requirements and our research indicates that electors have a high awareness about what ID is needed at the polls. There is an opportunity to lessen the emphasis on providing detailed information on identification requirements within the program while at the same time promoting the addition of the Voter Information Card as proof of address.

New service enhancements for electors -- E-registration system, Expanded SVR and potentially Pre-event registration drives depending on their timing -- will have an impact on how, when, what and where information will be needed to promote these services through supportive messaging.

Renewed creative advertising concepts

In 2008, new voter identification requirements led to the creation of a communications campaign focused on those requirements and it also used the tagline "Vote. Shape Your World". Originally, the tag line had been fashioned to support more compelling creative concepts focused on social issues considered important for voters (i.e. health care and the environment). For a variety of reasons these concepts were never used and the creative execution of the 2008 campaign was dominated by the voting information on ID requirements supported by the tag line and the graphic element  - the X used to mark a ballot. The same campaign was implemented for the 41st GE. While recall of the television advertisements was high according to industry standards, evaluations indicate that the campaign was fragmented had little visual appeal and wasn't very memorable.

The 41st general election advertising campaign evaluation conducted by Impact Research also found that there was support for developing a campaign that better reflects changing media consumption habits of electors with more electronic touch points. As well, the research indicated that the content of the advertisement needed to focus on the most actionable information by reducing the number of elements of information communicated in certain media and by focusing on its timely delivery in the election cycle.

Introduction of social media within the media mix

As noted above, changing media consumption habits require more modern electronic touch points. Canadians of all demographics increasingly use electronic communications tools to stay connected, watch TV/movies on-line, visit YouTube/music sites, and get their information and news. The last decade has seen profound and rapid changes in the communications landscape and Canadians increasingly use social media networks, such as Facebook and Twitter to connect. With this growth, electors now expect access to information at their fingertips quickly. Social media vehicles and mobile technologies are an opportunity to improve campaign efficiency and delivery.

There is currently no credible information source on social media platforms during a federal election which has led to inaccurate information being shared among users. The absence of any form of corporate EC presence saw the use of social media by various returning officers during the last General Election and this practice can be expected to grow. Elections Canada has not established policies and procedures to support the use of social media by either field staff or its headquarters staff which could put the agency at risk of losing control of the messages being communicated.

Impact on Audiences

A modern multilayered Election Reminder Program needs to prioritize the delivery of basic information to the general population, using formats that are accessible to all electors and a media mix that has the greatest impact. As well, additional and more focused efforts are needed to reach out to the percentage of the population of electors that experience barriers. Information barriers are cited as one of the reasons some electors are prevented from exercising their right to vote, particularly youth, Aboriginal electors and electors with disabilities.

Finding the right balance to fulfill the basic information needs for mainstream electors as well as specific elector groups who are known to have lower levels of awareness of when, where and how to register and vote, will be fleshed out in the development of the communications and media strategies.

The overview that follows is meant to provide some of the awareness levels and media consumption patterns of various target audiences which will be further analysed to ensure that communications are tailored appropriately for greatest impact.

General Population

Our evaluation of the 41st general election indicates that a majority of electors are aware of the various ways they can participate in an election. More electors are using our website to obtain information on the voting process and continuing to emphasise the EC website as the authoritative source about voting and the election will be essential. In 2011, we received more than 5 million visits, compared with 3 million in 2008. Also in 2011, we received fewer phone calls but more emails, as a result of a push to electronic platforms. Some reports show that electors should be reminded more frequently about the election process through modern communications tools such as social media or text messaging.

The ERP's continued success depends on its ability to adjust as Canadians change their communications and information consumption habits.

Seniors living in long-term care facilities

Seniors living in this environment generally obtain services for elections through the Senior Community Relations Officers. However, as the population ages, more and more seniors are choosing to continue to live in their homes as long as possible, obtaining the services they need delivered directly to their own homes. This trend will affect how voting services are delivered to these electors in the future and may also impact how we communicate to them.

Ethnocultural electors

Survey results from the 41st general election indicate that the voting behaviours and attitudes of ethnocultural electors are similar to those of Canada's general population. Research indicates that the odds of participating in the electoral process are largely based on age, levels of education and level of civic engagement. The most cited suggestion to encourage participation is to provide communications in a variety of languages, face-to face contact, culture specific advertisement and better education on the voting process. Elections Canada offers materials in a variety of languages and as well has an ethnocultural community relations officer program.

Electors with disabilities

Feedback received from organizations representing people with disabilities supports the need for information in plain language, produced in a variety of formats, and more universal in their design.

These organizations stress the need for design approaches to information that provides more flexibility and choice to the entire electorate, regardless of their abilities. They also stress the need to educate and inform by producing information in plain language, and the need to seek their help to test and disseminate this information (in all formats), before an election.

Aboriginal electors

Levels of awareness are lower among Aboriginal electors than the general population. According to our evaluation of the 41st general election, for Aboriginal electors television remains the main source of information about an election. However, a recent study shows that Aboriginal electors, particularly youth, are connecting through social media. A more segmented approach targeting urban versus rural/remote aboriginal electors will be fleshed out to ensure appropriate communications tools and media mix are used to reach them.

Youth

Reports from the 41st general election show that compared with the general population, Canadians aged 18 to 34 have lower levels of awareness of the election, the voting process and voting requirements. Nearly half are unaware of any of the three options for voting other than at the polls on Election Day. Young electors are less likely to receive a VIC and less likely to rely on traditional media for information. They display higher rates of subscription to social media groups and tools, increasingly rely on their peers for information, and are attracted to participatory models of information communication.

Vision Statement

Our goal is to enhance the ERP efficiency by presenting appropriate levels of election information using a consistent look and feel in formats that are accessible to all Canadians.

The Canadian electors – including specific elector groups – will have access to clear, credible, relevant and engaging information about the electoral process. The information will be available from a trusted source, at the right time and tailored to electors' profiles and media consumption habits.

Enhancements

In response to the issues highlighted in Section 2 and to achieve our vision for the program, investments will need to be made in the following four areas:

1. Consistent Branding Across all Program elements – Common look and Feel

One common look will be applied across all program elements and a review of all program materials will be completed. We anticipate that the number of information pieces will be reduced from previous general elections and that those needed for 2015 will be redesigned using more plain language following the development of a common look and feel exercise. Visuals, messages, terminology and formats will be aligned in all products for increased recall and retention. This will include the EC voters' section of the website or a new EC Voters Website, as well as information kits and materials used in the field by community relations officers.

2. Messaging that supports the current operating context - A New Communications Strategy

A new communications strategy will be developed taking into account the current operating environment. Part of the strategy will entail the creation of a messaging matrix which will guide the

development of all external communications products, including products used in the field. The messages will be written in plain language and in both English and French along with a variety of heritage and aboriginal languages, and will be adapted to target audiences using a media-mix appropriate to the type of messaging for each medium. The preliminary thinking on messages, in order of priority, is outlined below:

- Where, when and how to register and vote – Are you ready to vote?
- Positioning of EC as the authoritative source of information for the election information - EC role and complaints process
- New service offerings as applicable

Given the diversity of messaging, consideration will be given to separate ERP phases/ themes as well as adding a pre-event communications phase so as not to dilute particular aspects of the program.

3. Renewed creative advertising concepts

The agency's new creative advertising firm will be tasked with reviewing the existing creative taking into consideration the current operating context, the established communications strategy and messaging matrix with the goal of developing a renewed creative approach and strategy. The resulting creative concepts may involve a combination of information and motivational elements, depending on the target audience and the particular message being conveyed. This will be further explored as part of the research and planning phase of the project.

4) Introduction of social media within the media mix

The ERP media mix will be revisited with the view of finding innovative ways to reach electors of all demographic groups including the full range of available media platforms (traditional and new).

The new media placement strategy will integrate social media tools into its media mix as the demand from the electorate to receive information through these vehicles continues to grow. The use of social media will be explored as a means to complement traditional media in delivering a comprehensive communications program. The use of social media as an advertising vehicle (like television and radio) and as a means to interact with Canadians and provide them with the information they need to register and vote will be explored. Social media vehicles and mobile technologies are an opportunity to improve campaign efficiency and delivery.

The social media program will likely take the form of an election-specific social media presence that will provide timely messages as part of a predetermined calendar of events. For example, EC could use social media to push reminders to vote, countdown to advanced polls and to voting day, encourage sharing electoral information that others could then share with their own networks (peer to peer), etc. It could also be used to respond to unforeseen situations in which the public may need timely information. The program will also need to include a social media policy for field staff. A detailed approach will be presented in due time.

Expected Results and Benefits

- Increased awareness among specific elector groups and the general population of when, where and how to register and vote.

- Maintain awareness among the general population of when, where and how to register and vote.
- Positioning of Elections Canada as the authoritative trusted source of electoral process information by establishing baseline measures on the role of EC and its new complaints process.
- Streamlined communications product lines and reduced long-term cost of maintaining a large inventory of publications.
- Established baseline measures for awareness of new service enhancements (e-registration service, VIC as proof of address, Pre-event Registration Drives, SVR Expansion).

Risks

The enhancements to the ERP will create a more seamless and modern communications campaign that fits the current operating context.

A primary concern will be the inclusion of social media in the media mix. Its implementation could raise expectations that Elections Canada respond to questions through social media on an individual basis. However not implementing it will create a missed opportunity to reach certain segments of the population and present EC as credible source of election. These issues can be mitigated by using social media as a push communications tool and by posting responses to recurring questions raised or misinformation posted on social media by Canadians. Terms of use will explain this approach and will be posted on EC's social media sites. Potential further risks and mitigations will be identified as part of the Governance and Operational plan to be developed as part of this project.

Finally, by being more proactive in promoting the new complaints intake process, the agency could experience significant volume in this area. To mitigate this risk a complaints framework will need to be put in place that defines an official complaint, identifies and publishes service standards, has established capacity to respond to anticipated volume, has established protocols and has a clear mandate to address complaints.



APPENDIX B

CONTACT REPORT TEMPLATE

DATE OF MEETING/CONFERENCE CALL:	LOCATION:
PRESENT FOR ELECTIONS CANADA:	PRESENT FOR AGENCY:
SUBJECT:	OTHER ATTENDEES:

ACTION ITEMS	NEXT STEP	RESPONSIBILITY	DUE DATE

The signatories below agree to the identified action items, next steps and due dates indicated above.

.....

Agency Representative

.....

Date

.....

Elections Canada Representative

.....

Date

APPENDIX C

List of Comprehensive Land Claim Agreement (CLCA) Claimant Groups

James Bay and Northern Quebec Agreement (JBNQA)

Inuit Portion of JBNQA

Makivik Corporation
1111 Dr. Frederik-Philips Blvd., 3rd Floor
St-Laurent, QC H4M 2X6
Telephone: 514-745-8880
Facsimile: 514-745-3700

Makivik Corporation
P.O. Box 179
Kuujuaq, QC J0M 1C0
Telephone: 819-964-2935
Facsimile: 819-964-2788

Cree Portion of JBNQA

Crees of Oujé-Bougoumou
203 Opemiska Meskino, Box 1165
Oujé-Bougoumou, QC G0W 3C0
Attention: Economic Development Officer
Telephone: 418-745-2519
Facsimile: 418-745-3544

Grand Council of the Crees (of Québec)
81 Metcalfe Street, suite 900
Ottawa, ON K1P 6K7
Telephone: 613-761-1655
Facsimile: 613-761-1388

Naskapi Portion of JBNQA

Naskapi Development Corporation
120-1000 St-Jean-Baptiste Avenue
P.O. Box 5023
Kawawachikamach, QC G2E 5G5
Telephone: 418-871-5100
Facsimile: 418-871-5254

Naskapi Nation of Kawawachikamach
P.O. Box 5111
Kawawachikamach, QC G0G 2Z0
Telephone: 418-585-2686
Facsimile: 418-585-3130

Inuvialuit Final Agreement

Inuvialuit Development Corporation
P.O. Bag # 7
Inuvik, NT X0E 0T0
Telephone: 867-777-2419
Facsimile: 867-777-3256

Inuvialuit Regional Corporation
P.O. Box 2120
Inuvik, NT X0E 0T0
Telephone: 867-777-2737
Facsimile: 867-777-2135

Gwich'in Comprehensive Land Claim Agreement

Gwich'in Tribal Council
P.O. Box 1509
Inuvik, NT X0E 0T0
Telephone: 867-777-7900
Facsimile: 867-777-7919

Nunavut Land Claims Agreement

Nunavut Tunngavik Incorporated
Economic and Business Development Department
P.O. Box 638
Iqaluit, NU X0A 0H0
Telephone: 1-888-646-0006
Facsimile: 867-975-4949

Qikiqtani Inuit Association
P.O. Box 1340
Iqaluit, NU X0A 0H0
Telephone: 867-975-8400 or 1-800-667-2742
Facsimile: 867-979-3238

Qikiqtaaluk Corporation
P.O. Box 1228
Iqaluit, NU X0A 0H0
Telephone: 867-979-8400
Facsimile: 867-979-8433

Kakivak Association
P.O. Box 1419
Iqaluit, NU X0A 0H0
Telephone: 867-979-0911 or 1-800-561-0911
Facsimile: 867-979-3707

Kivalliq Inuit Association
P.O. Box 340
Rankin Inlet, NU X0C 0G0
Telephone: 867-645-2800 or 1-800-220-6581
Facsimile: 867-645-2348

Sakku Investments Corporation
P.O. Box 188
Rankin Inlet, NU X0C 0G0
Telephone: 867-645-2805
email: kkaladjuk@sakku.ca (Note: Notifications to be sent by email only)

Nunasi Corporation
P.O. Box 1559
Iqaluit, NU X0A 0H0
Telephone: 867-979-2175 or 867-979-2160
Facsimile: (867) 979-3099 (Note: Notification by email is preferred)
email: archie@nunasi.com, malaya@nunasi.com

Umbrella Final Agreement of the Council for Yukon Indians

Council of Yukon First Nations
2166 – 2nd Avenue
Whitehorse, YT Y1A 4P1
Telephone: 867-393-9200
Facsimile: 867-668-6577
email: reception@cyfn.net

Champagne and Aishihik First Nations Final Agreement

Champagne and Aishihik First Nations
Box 5310
Haines Junction, YT Y0B 1L0
Telephone: 867-634-4200
Facsimile: 867-634-2108
email: vinnes@cafnc.ca

Little Salmon/Carmacks First Nation Final Agreement

Little Salmon/Carmacks First Nation

P.O. Box 135
Carmacks, YT Y0B 1C0
Telephone: 867-863-5576
Facsimile: 867-863-5710
email: info@lscfn.ca

First Nation of Nacho Nyak Dun Final Agreement

Nacho Nyak Dun First Nation
P.O. Box 220
Mayo, YT Y0B 1M0
Telephone: 867-996-2265
Facsimile: 867-996-2267
email: main@nndfn.com

Selkirk First Nation Final Agreement

Selkirk First Nation
P.O. Box 40
Pelly Crossing, YT Y0B 1P0
Attn: Sharon Nelson, Senior Policy Advisor and and Betty Baptiste, Personnel Officer
Telephone: 867-537-3331
Facsimile: 867-537-3902
email: nelsonsg@selkirkfn.com, GillB@selkirkfn.com

Teslin Tlingit Council Final Agreement

Teslin Tlingit Council
Box 133
Teslin, YT Y0A 1B0
Telephone: 867-390-2532
Facsimile: 867-390-2204
email: admin@ttc-teslin.com

Vuntut Gwitchin First Nation Final Agreement

Vuntut Gwitchin First Nation
P.O. Box 94
Old Crow, YT Y0B 1N0
Telephone: 867-966-3261
Facsimile: 867-966-3800
Contact: <http://www.vgfn.ca/contact.php>

Tr'ondëk Hwëch'in Final Agreement

Tr'ondëk Hwëch'in First Nation



P.O. Box 599
Dawson City, YT Y0B 1G0
Attn: Wayne Potoroka, Communications Director
Telephone: 867-993-7100
Facsimile: 867-993-6553
email: wayne.potoroka@trondek.ca

Ta'an Kwach'an Council Final Agreement

Mundessa Development Corporation
117 Industrial Road
Whitehorse, YT Y1A 2T8
Telephone: 867-668-3613
Facsimile: 867-667-4295
email: admin@taan.ca

Kluane First Nation Final Agreement

Kluane First Nation
P.O. Box 20
Burwash Landing, YT Y0B 1V0
Telephone: 867-841-4274
Facsimile: 867-841-5900
email: reception@kfn.ca

Kwanlin Dun First Nation Final Agreement

Kwanlin Dun First Nation
35 McIntyre Drive
Whitehorse, YT Y1A 5A5
Telephone: 867-633-7800
Facsimile: 867-668-5057
email: reception@kwanlindun.com

Carcross/Tagish First Nation Final Agreement

Carcross/Tagish First Nation
P.O. Box 130
Carcross, YT Y0B 1B0
Telephone: 867-821-4251
Facsimile: 867-821-4802
email: reception@ctfn.ca

Sahtu Dene and Metis Comprehensive Land Claim Agreement

Déline District Land Corporation
P.O. Box 156
Déline, NT X0E 0G0
Attention: Diane Andrea
Telephone: 867-589-8100
Facsimile: 867-589-8101
email: dlc_sa@gov.deline.ca

K'asho Gotine District Land Corporation
P.O. Box 18
Fort Good Hope, NT X0E 0H0
Attention: Jacinta Grandjambe
Telephone: 867-598-2519
Facsimile: 867-598-2437
email: jacintag@yamoga.ca

Sahtu Secretariat Incorporated
P.O. Box 155
Déline, NT X0E 0G0
Attention: Ruth Ann Elemie, Executive Director
Telephone: 867-589-4719
Facsimile: 867-589-4908
email: ruth_ann_elemie@gov.deline.ca

Tulita District Land Corporation
P.O. Box 63
Tulita, NT X0E 0K0
Attention: Judith Wright Bird, Executive Director
Telephone: 867-588-3734
Facsimile: 867-588-4025
email: jwright@tutulitalandcorp.ca

Labrador Inuit Land Claims Agreement

Nunatsiavut Government
12 Sandbanks Road
P.O. Box 70
Nain, NL A0P 1L0
Telephone: 709-922-2942
Facsimile: 709-922-2931

Tlicho Land Claims Agreement

Tlicho Government
P.O. Box 412
Behchoko, NT X0E 0Y0
Telephone: 867-392-6381



Facsimile: 867-392-6389

Nunavik Inuit Land Claims Agreement

Makivik Corporation
1111 Dr. Frederik-Philips Blvd., 3rd Floor
St-Laurent, QC H4M 2X6
Telephone: 514-745-8880
Facsimile: 514-745-3700

Makivik Corporation
P.O. Box 179
Kuujuuaq, QC J0M 1C0
Telephone: 819-964-2935
Facsimile: 819-964-2788

Annex C
General Conditions
Services

Article 1 Interpretation

Section 1.01 Definitions

1.01.01 In the Contract, unless the context otherwise requires:

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

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

Section 1.02 Powers of Elections Canada

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

Section 1.03 Status of the Contractor

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

Section 1.04 Severability

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

Section 1.05 Entire Agreement

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

Article 2 Conduct of the Work

Section 2.01 Representation and Warranties

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

Article 3 Work

Section 3.01 Specification

- 3.01.01 All Specifications provided by Elections Canada or on behalf of Elections Canada to the

Contractor in connection with the Contract belong to Elections Canada and must be used by the Contractor only for the purpose of performing the Work.

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

Section 3.02 Condition of Material

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

Section 3.03 Replacement of Specific Individuals

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

Section 3.04 Inspection and Acceptance of the Work

- 3.04.01 All the Work is subject to inspection and acceptance by Elections Canada. Inspection and

acceptance of the Work by Elections Canada do not relieve the Contractor of its responsibility for defects or other failures to meet the requirements of the Contract. Elections Canada will have the right to reject any work that is not in accordance with the requirements of the Contract and require its correction or replacement at the Contractor's expense.

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

Section 3.05 Time of the Essence

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

Article 4 Subcontracts

Section 4.01 Consent

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

Section 4.02 Subcontractor to be bound by Contract

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

Article 5 Harassment in the Workplace

Section 5.01 No Tolerance

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

Article 6 Payment

Section 6.01 Invoice Submissions

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

(d) the extension of the totals, if applicable; and

(e) if applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.

6.01.03 If applicable, the GST or HST must be specified on all invoices as a separate item. All items that are zero-rated, exempt or to which the GST or HST does not apply, must be identified as such on all invoices.

6.01.04 By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

Section 6.02 Payment Period

6.02.01 Provided that Elections Canada has received a duly signed original copy of the Contract, Elections Canada's standard payment period is 30 days. The payment period will commence the date the invoice, in acceptable form and content, is received in accordance with the Contract or the date the Work is delivered in acceptable condition as required in the Contract, whichever is later. A payment is considered overdue on the 31st day following that date and interest will be paid automatically in accordance with Section 6.04.

6.02.02 If the content of the invoice and its substantiating documentation are not in accordance with the Contract or the Work is not in acceptable condition, Elections Canada will notify the Contractor within 15 days of receipt. The 30-day payment period begins upon receipt of the revised invoice or replacement invoice or the Work being corrected. Failure by Elections Canada to notify the Contractor within 15 days will only result in the date specified in Subsection 6.02.01 to apply for the sole purpose of calculating interest on overdue accounts.

Section 6.03 Withholding of Payment

Where a delay referred to in Article 16 – Excusable Delay has occurred, Elections Canada may, at Elections Canada's discretion, withhold all or a portion of any payment due to the Contractor until a "work-around" plan approved by Elections Canada has been implemented in accordance with Section 16.01. Section 6.04 shall not apply to any amount withheld under this Subsection.

Section 6.04 Interest on Overdue Accounts

6.04.01 For the purpose of this Section:

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

"Bank Rate" means the rate of interest established from time to time by the Bank of

Canada as the minimum rate at which the Bank of Canada makes short term advances to members of the Canadian Payments Association;

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

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

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

Article 7 Accounts and Audit

Section 7.01 Accounts and Audit

- 7.01.01 The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.
- 7.01.02 If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.
- 7.01.03 Unless Elections Canada has consented in writing to its disposal, the Contractor must retain all the information described in this Article for six years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Elections Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Elections Canada may from time to time require to perform a complete audit of the Contract.
- 7.01.04 The amount claimed under the contract, calculated in accordance with the basis of payment provision in the Articles of Agreement, is subject to audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay

any overpayment immediately on demand by Elections Canada. Elections Canada may hold back, deduct and set off any credits owing and unpaid under this Article from any money that Elections Canada owes to the Contractor at any time (including under other contracts). If Elections Canada does not choose to exercise this right at any given time, Elections Canada does not lose this right.

Article 8 Taxes

Section 8.01 Municipal Taxes

Municipal Taxes do not apply.

Section 8.02 Provincial Taxes Exemption

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

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

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

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

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

Section 8.03 Harmonized Sales Tax

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

Section 8.04 Quebec Sales Tax

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

Section 8.05 Provincial Taxes paid by the Contractor

The Contractor is not exempt from paying PST under the above Exemption Licence Numbers or

Exemption Certification. The Contractor must pay the PST on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable provincial legislation), including material incorporated into real property.

Section 8.06 Changes to Taxes and Duties

8.06.01 If there is any change to any tax or duty payable to any level of government in Canada after the bid submission date that affects the costs of the Work to the Contractor, the Contract Price will be adjusted to reflect the increase or decrease in the cost to the Contractor.

8.06.02 However, there will be no adjustment for any change that increases the cost of the Work to the Contractor if public notice of the change was given before bid submission date in sufficient detail to have permitted the Contractor to calculate the effect of the change on its cost. There will be no adjustment if the change takes effect after the date required by the Contract for delivery of the Work.

Section 8.07 GST or HST

The estimated GST or HST, if applicable, is included in the total estimated cost on page 1 of the Contract. The GST or HST is not included in the Contract Price but will be paid by Elections Canada as provided in the Invoice Submission Section above. The Contractor agrees to remit to Canada Revenue Agency any amounts of GST and HST paid or due.

Section 8.08 Tax Withholding of 15 Percent

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

Article 9 Transportation

Section 9.01 Transportation Costs

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

Section 9.02 Transportation Carriers' Liability

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

Article 10 Ownership

Section 10.01 Ownership

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

Article 11 Elections Canada Property

Section 11.01 EC Property

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

the Contractor must provide to Elections Canada an inventory of all EC Property relating to the Contract.

Article 12 Liability

Section 12.01 Liability

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Elections Canada or any third party. Elections Canada is liable for any damage caused by Elections Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement or specifically provided for in a supplemental general conditions which forms part of the Contract. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

Article 13 Confidentiality

Section 13.01 Confidentiality

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

- (a) is publicly available from a source other than the other Party; or
- (b) is or becomes known to a Party from a source other than the other Party, except any source that is known to be under an obligation to the other Party not to disclose the information; or
- (c) is developed by a Party without use of the information of the other Party.

13.01.05 Wherever possible, the Contractor must mark or identify any proprietary information delivered to Elections Canada under the Contract as “Property of (Contractor’s name), permitted Government uses defined under Elections Canada Contract No. (fill in Contract Number)”. Elections Canada will not be liable for any unauthorized use or disclosure of information that could have been so marked or identified and was not.

13.01.06 If the Contract, the Work, or any information referred to in Subsection 13.01.01 is identified as TOP SECRET, SECRET, CONFIDENTIAL, or PROTECTED by Elections Canada, the Contractor must at all times take all measures reasonably necessary for the safeguarding of the material so identified, including those set out in the PWGSC Industrial Security Manual and its supplements and any other instructions issued by Canada.

13.01.07 If the Contract, the Work, or any information referred to in Subsection 13.01.01 is identified as TOP SECRET, SECRET, CONFIDENTIAL, or PROTECTED, by Elections Canada, representatives of Elections Canada are entitled to inspect the Contractor’s premises and the premises of a subcontractor at any tier for security purposes at any time during the term of the Contract. The Contractor must comply with, and ensure that any subcontractor complies with, all written instructions issued by Elections Canada dealing with the material so identified, including any requirement that employees of the Contractor or of any subcontractor execute and deliver declarations relating to reliability screenings, security clearances and other procedures.

Section 13.02 An Oath of Secrecy

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

Article 14 Copyright

Section 14.01 Copyright

14.01.01 In this Section, “Material” means anything that is created by the Contractor as part of the Work under the Contract, that is required by the Contract to be delivered to Elections Canada and in which copyright subsists. “Material” does not include anything created by the Contractor before the date of the Contract.

- 14.01.02 Copyright in the Material belongs to Elections Canada and the Contractor must include the copyright symbol and either of the following notice on the Material: © Her Majesty the Queen in right of Canada (year) or © Sa Majesté la Reine du chef du Canada (année).
- 14.01.03 The Contractor must not use, copy, divulge or publish any Material except as is necessary to perform the Contract. The Contractor must execute any conveyance and other documents relating to copyright in the Material as Elections Canada may require.
- 14.01.04 The Contractor must provide at the request of Elections Canada a written permanent waiver of moral rights, in a form acceptable to Elections Canada, from every author that contributed to the Material. If the Contractor is the author of the Material, the Contractor permanently waives its moral rights in the Material.

Section 14.02 Use and Translation of Documentation

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

Article 15 Intellectual Property Infringement and Royalties

Section 15.01 Intellectual Property Infringement and Royalties

- 15.01.01 The Contractor represents and warrants that, to the best of its knowledge, neither it nor Elections Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Elections Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.
- 15.01.02 If anyone makes a claim against Elections Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Elections Canada, Elections Canada may either defend the claim or may request that the Contractor defend Elections Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.
- 15.01.03 The Contractor has no obligation regarding claims that were only made because:
- (a) Elections Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the

Contract;

- (b) Elections Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications);
- (c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Elections Canada (or by someone authorized by Elections Canada); or
- (d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software:

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

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

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

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

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

Article 16 Excusable Delay

Section 16.01 Excusable Delay

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

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

will be considered an “Excusable Delay” if the Contractor

- i. advises the Contracting Authority of the occurrence of the delay or of the likelihood of the delay as soon as the Contractor becomes aware of it,
- ii. provides for approval to the Contracting Authority within 15 working days of Subparagraph i. a clear work around plan explaining in detail the steps that the Contractor proposes to take in order to minimize the impact of the event causing the delay.

16.01.02 Any delivery date or other date that is directly affected by an Excusable Delay will be postponed for a reasonable time that will not exceed the duration of the Excusable Delay.

16.01.03 However, if an Excusable Delay has continued for 30 days or more, the Contracting Authority may, by giving notice in writing to the Contractor, terminate the Contract. In such a case, the Parties agree that neither will make any claim against the other for damages, costs, expected profits or any other loss arising out of the termination or the event that contributed to the Excusable Delay. The Contractor agrees to repay immediately to Elections Canada the portion of any advance payment that is unliquidated at the date of the termination.

16.01.04 Unless Elections Canada has caused the delay by failing to meet an obligation under the Contract, Elections Canada will not be responsible for any costs incurred by the Contractor or any of its subcontractors or agents as a result of an Excusable Delay.

16.01.05 If the Contract is terminated under this Article, the Contracting Authority may require the Contractor to deliver to Elections Canada, in the manner and to the extent directed by the Contracting Authority, any completed parts of the Work not delivered and accepted before the termination and anything that the Contractor has acquired or produced specifically to

perform the Contract. Elections Canada will pay the Contractor:

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

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

Article 17 Suspension of the Work

Section 17.01 Suspension of the Work

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

Article 18 Default by the Contractor

Section 18.01 Default by the Contractor

- 18.01.01 If the Contractor is in default in carrying out any of its obligations under the Contract, the Contracting Authority may, by giving written notice to the Contractor, terminate for default the Contract or part of the Contract. The termination will take effect immediately or at the expiration of a cure period specified in the notice, if the Contractor has not cured the default to the satisfaction of the Contracting Authority within that cure period.
- 18.01.02 If the Contractor becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or takes the benefit of any statute relating to bankrupt or insolvent debtors, or if a receiver is appointed under a debt instrument or a receiving order is made against the Contractor, or an order is made or a resolution passed for the winding down of the Contractor, the Contracting Authority may, to the extent permitted by the laws of Canada, by giving written notice to the Contractor, immediately terminate for default the Contract or part of the Contract.
- 18.01.03 If Elections Canada gives notice under Subsection 18.01.01 or 18.01.02, the Contractor will have no claim for further payment except as provided in this Article. The Contractor will be liable to Elections Canada for all losses and damages suffered by Elections Canada because of the default or occurrence upon which the notice was based, including any increase in the cost incurred by Elections Canada in procuring the Work from another source. The Contractor agrees to repay immediately to Elections Canada the portion of any advance payment that is unliquidated at the date of the termination.
- 18.01.04 Upon termination of the Contract under this Article, the Contracting Authority may require the Contractor to deliver to Elections Canada, in the manner and to the extent directed by the Contracting Authority, any completed parts of the Work, not delivered and accepted before the termination and anything the Contractor has acquired or produced specifically to perform the Contract. In such a case, subject to the deduction of any claim that Elections Canada may have against the Contractor arising under the Contract or out of the termination, Elections Canada will pay or credit to the Contractor:
- (a) the value, of all completed parts of the Work delivered to and accepted by Elections Canada, based on the Contract Price, including the proportionate part of the Contractor's profit or fee included in the Contract Price; and
 - (b) the cost to the Contractor that Elections Canada considers reasonable in respect of anything else delivered to and accepted by Elections Canada.
- 18.01.05 The total amount paid by Elections Canada under the Contract to the date of the termination and any amount payable under this Subsection must not exceed the Contract Price.
- 18.01.06 Title to everything for which payment is made to the Contractor will, once payment is made, pass to Elections Canada unless it already belongs to Elections Canada under any other provision of the Contract.

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

Article 19 Termination for Convenience

Section 19.01 Termination for Convenience

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

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

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

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

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

Article 20 Assignment

Section 20.01 Assignment

- 20.01.01 The Contractor must not assign the Contract without first obtaining the written consent of the Contracting Authority. Any assignment made without that consent is void and will have no effect. The assignment will be effective upon execution of an assignment agreement signed by the Parties and the assignee.
- 20.01.02 Assignment of the Contract does not relieve the Contractor from any obligation under the Contract and it does not impose any liability upon Elections Canada.

Article 21 Right of Set-Off

Section 21.01 Right of Set-Off

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

Article 22 Amendments and Waivers

Section 22.01 Amendment

- 22.01.01 To be effective, any amendment to the Contract must be done in writing by the Contracting Authority and the authorized representative of the Contractor.
- 22.01.02 While the Contractor may discuss any proposed modifications to the Work with other representatives of Elections Canada, Elections Canada will not be responsible for the cost of any modification unless it has been incorporated into the Contract in accordance with Subsection 22.01.01.

Section 22.02 Waiver

- 22.02.01 A waiver will only be valid, binding or affect the rights of the Parties if it is made in writing by, in the case of a waiver by Elections Canada, the Contracting Authority and, in the case of a waiver by the Contractor, the authorized representative of the Contractor.
- 22.02.02 The waiver by a Party of a breach of any condition of the Contract will not be treated or interpreted as a waiver of any subsequent breach and therefore will not prevent it from enforcing that term or condition in the case of a subsequent breach.

Article 23 Codes

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

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

Section 23.02 Code of Conduct for Procurement

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

Article 24 No Bribe or Conflict

Section 24.01 No Bribe

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

Section 24.02 No Conflict of Interest

- 24.02.01 The Contractor must not influence, seek to influence or otherwise take part in a decision of Elections Canada knowing that the decision might further its private interest. The Contractor must have no financial interest in the business of a third party that causes or would appear to cause a conflict of interest in connection with the performance of its obligations under the Contract. If such a financial interest is acquired during the period of the Contract, the Contractor must immediately declare it to the Contracting Authority.
- 24.02.02 The Contractor warrants that, to the best of its knowledge after making diligent inquiry, no conflict exists. In the event the Contractor becomes aware of any matter that causes or is likely to cause a conflict in relation to the Contractor's performance under the Contract, the Contractor must immediately disclose such matter to the Contracting Authority in writing.
- 24.02.03 If the Contracting Authority is of the opinion that a conflict exists as a result of the Contractor's disclosure or as a result of any other information brought to the Contracting Authority's attention, the Contracting Authority may require the Contractor to take steps to resolve or otherwise deal with the conflict or, at its entire discretion, terminate the Contract for default. Conflict means any matter, circumstance, interest, or activity affecting the Contractor, its personnel or subcontractors, which may or may appear to impair the ability of the Contractor to perform the Work diligently and independently.

Article 25 Contingency Fees

Section 25.01 Contingency Fees

25.01.01 The Contractor certifies that it has not, directly or indirectly, paid or agreed to pay and agrees that it will not, directly or indirectly, pay a contingency fee for the solicitation, negotiation or obtaining of the Contract to any person, other than an employee of the Contractor acting in the normal course of the employee's duties.

25.01.02 In this Section

(a) "contingency fee" means any payment or other compensation that depends or is calculated based on a degree of success in soliciting, negotiating or obtaining the Contract; and

(b) "person" includes any individual who is required to file a return with the registrar pursuant to section 5 of the *Lobbying Act*, 1985, c. 44 (4th Supplement).

Article 26 International Sanctions

Section 26.01 International Sanctions

26.01.01 Persons in Canada, and Canadians outside of Canada, are bound by economic sanctions imposed by Canada. As a result, Elections Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to economic sanctions.

26.01.02 The Contractor must not supply to Elections Canada any goods or services which are subject to economic sanctions.

26.01.03 The Contractor must comply with changes to the regulations imposed during the period of the Contract. The Contractor must immediately advise Elections Canada if it is unable to perform the Work as a result of the imposition of economic sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services. If the Parties cannot agree on a work around plan, the Contract will be terminated for the convenience of Elections Canada in accordance with Article 19.

Article 27 Notice

Section 27.01 Notice

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

Article 28 Survival

Section 28.01 Survival

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

Article 29 Governing Law

Section 29.01 Compliance with Applicable Laws

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

Article 30 Successor and Assigns

Section 30.01 Successor and Assigns

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

Annex
Supplemental Conditions
Elections Canada to Own Intellectual Property Rights

Article 1 Interpretation

Section 1.01 - Definition

1.01.01 In the Contract, unless the context otherwise requires:

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

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

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

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

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

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

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

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

Article 2 Record and Disclosure of Foreground Information

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

Article 3 - Ownership of Intellectual Property Rights in Foreground Information

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

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

Article 4 - License to Intellectual Property Rights in Background Information

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

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

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

Article 5 Contractor's Right to Grant Licence

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

Article 6 - Waiver of Moral Rights

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

Annex E – Labour Cost Breakdown Template

CONTRACT N^o. **[Insert at Contract Award]** DATE _____

IN SUPPORT OF INVOICE N^o. _____

PERIOD COVERED BY THE INVOICE: (D/M/Y to D/M/Y) _____

REQUIREMENT RELATING TO: _____ [Insert name of campaign]

(Add additional rows as required)

SOW Reference number	Date	Task Description	Personnel Category	Level of Effort (in hours)	Hourly Rate	Labour Costs
Total labour costs						

Annex L – Letter of Credit Requirements

The letter of credit shall:

(a) state the face amount which may be drawn against in accordance with Article 18 of the Articles of Agreement;

(b) state its expiry date which shall coincide with the end of the Term of the Contract (including any extension if exercised);

(c) provide for sight payment to the Receiver General for Canada by way of the financial institution's draft against presentation of a written demand for payment signed by the authorized departmental representative identified in the letter of credit by his\her office;

(d) provide that more than one written demand for payment may be presented subject to the sum of those demands not exceeding the face amount of the letter of credit;

(e) provide that it is subject to the International Chamber of Commerce (ICC) Uniform Customs and Practice for Documentary Credits, 2007 Revision, ICC Publication No. 600;

(f) clearly specify that it is irrevocable or deemed to be irrevocable pursuant to article 6c) of the ICC Uniform Customs and Practice for Documentary Credits, 2007 Revision, ICC Publication No. 600; and

(g) be issued or confirmed, in either official language, by a financial Institution that is a member of the Canadian Payments Association and on its letterhead. Subject to the requirements set-out herein, the format is left to the discretion of the financial institution.

PART 7 – TECHNICAL EVALUATION CRITERIA

Section A Mandatory Technical Criteria

ID #	Mandatory Criteria	Submission Requirements	Scoring Methodology
M1	<p>Experience in media placement for Multi-media National Advertising Campaigns</p> <p>The bidder must have experience carryout media placement for multi-media national advertising campaigns.</p> <p><i>For the purposes of this mandatory criterion:</i></p> <p><i>“multi-media” means, as a minimum, the following media channels:</i></p> <p>a) Broadcast (TV and/or radio)</p> <p>b) Print</p> <p>c) Web - Digital</p> <p><i>“national” means a media placement conducted for advertisements appearing in at least seven of the provinces and territories of Canada.</i></p>	<p>The bidder must demonstrate how it meets this requirement by providing the following information with respect to two multi-media national advertising campaigns held within the last three years from the RFP closing date:</p> <ol style="list-style-type: none"> 1. the media channels selected for the campaign; 2. the geographic location where the advertisements were run; 3. the bidder’s role and responsibilities in carryout the media placement for the campaign; and 4. the name, telephone number, regular and email addresses for a client representative who can confirm the information provided. 	MET/NOT MET
M2	<p>Experience - Media Cost Guide</p> <p>The bidder must have experience developing complex media cost guides within the last two years from the RFP closing date.</p> <p><i>For the purposes of this mandatory criterion:</i></p> <p><i>“complex” means a cost guide providing negotiated advertising rates of media suppliers anywhere in</i></p>	<p>The bidder must describe one media cost guide produced by the bidder within the last two years from RFP closing date and specify the following information:</p> <ol style="list-style-type: none"> 1. the media channels identified in the cost guide; 2. the geographic location where the media suppliers are located; 3. the markets targeted in the cost guide; and 4. the name, telephone number, regular and email 	MET/NOT MET

ID #	Mandatory Criteria	Submission Requirements	Scoring Methodology
	<i>Canada and covering at least two different markets and, at a minimum, the following media channels:</i> a) <i>Broadcast (TV and/or radio)</i> b) <i>Print</i> c) <i>Web - Digital</i>	addresses for a client representative who can confirm the information provided.	
M3	Linguistic Capacity The bidder must have the capacity to carryout media placement in both official languages of Canada.	Describe your company’s ability to conduct media placement in both official languages of Canada.	MET/NOT MET

Section B Point Rated Technical Evaluation Criteria

The following table provides a summary of the criteria to be considered under this Section B - Point Rated Technical Evaluation Criteria and the points available for each criterion:

ID #	Title	Points Available
R1	Bidder’s Capacity	40
R2	Experience – Multi-Media National Advertising Campaigns	20
R3	Experience in Aboriginal Media Placement	10
R4	Experience in Ethnocultural Media Placement	10
R5	Project Team	55
R5.1	Media Placement Manager	10
R5.2	Media Buyer - Broadcast	10
R5.3	Media Buyer - Print	10
R5.4	Media Buyer – Other Media	10
R5.5	Back-up Personnel	5
TOTAL		125

ID#	Technical Criteria	Points Available	Submission Requirements	Scoring Methodology
R1	<p>Bidder’s Capacity The bidder should have the ability and resources to carry out the requirements of Section 4.03 of the SOW upon receiving the Media Plan for an Electoral Event.</p>	40	<p>The bidder should demonstrate how it meets this requirement by providing the following information:</p> <p>A) a description of:</p> <ul style="list-style-type: none"> - how the bidder plans to mobilize the resources required to perform the Work set out in Section 4.03 of the SOW by specifying where, when and how such resources would be obtained and organized as well as identifying if they would be internal resources or sub-contracted ones; - the communication strategy that the bidder proposes to adopt to communicate with the Technical Authority during the Election Period; and <p>B) a description of two potential problem areas that could disrupt the media placement process for an Electoral Event and the mitigation strategies or solutions proposed for each.</p>	<p>A) Understanding the EC media placement requirement for an Electoral Event - maximum 30 points</p> <p>(i) Meets the Requirement – 30 points The bidder has clearly demonstrated a sound understanding of the EC media placement requirement for an Electoral Event.</p> <p>(ii) Meets Most of the Requirement – 18 points The bidder has demonstrated reasonable understanding of the EC media placement requirements for an Electoral Event in that there are one or two identifiable weaknesses in the procedures described which would have a negative impact on the bidder’s ability to deliver media placements for an Electoral Event.</p> <p>(iii) Partially Meets the Requirement – 9 points The bidder has demonstrated limited understanding of the EC media placement requirements for an Electoral Event in that there are three or four identifiable weaknesses in the procedures described which would have a negative impact on the bidder’s ability to deliver media placements for an Electoral Event.</p> <p>(iv) Fails to Meet the Requirement – 0 points The bidder has failed to demonstrate any understanding of the EC media placement</p>

ID#	Technical Criteria	Points Available	Submission Requirements	Scoring Methodology
				<p>requirements for an Electoral Event in that there are more than four identifiable weaknesses in the procedures described which would have a negative impact on the bidder’s ability to deliver media placements for an Electoral Event.</p> <p>B) Problem Solving - maximum 10 points</p> <p>(i) Meets the Requirement – 10 points The bidder has identified two relevant potential problems and has proposed at least one effective mitigation strategy or solution for each problem that would limit the impact on the EC media placement requirements during an Electoral Event.</p> <p>(ii) Partially Meets the Requirement – 5 points The bidder has identified only one potential problem that is relevant to EC requirements and has proposed at least one effective mitigation strategy or solution that would limit the impact on the EC media placement requirements during an Electoral Event; or The bidder has identified two relevant potential problems but the mitigation strategy or solution proposed for one of the two problems identified is unlikely to be effective in limiting the impact on the EC media placement during an Electoral Event.</p> <p>(iii) The bidder has not identified two relevant potential problems or has not provided any</p>

ID#	Technical Criteria	Points Available	Submission Requirements	Scoring Methodology
				mitigation strategies or solutions that would be effective in limiting the impact on the EC media placement requirements during an Electoral Event. – 0 points
R2	<p>Experience – Multi-media National Advertising Campaigns The bidder should have experience carryout media placement for multi-media national advertising campaigns.</p> <p><i>For the purposes of this technical criterion:</i></p> <p><i>“multi-media” means, as a minimum, the following media channels:</i></p> <p><i>a)Broadcast (TV and/or radio)</i> <i>b)Print</i> <i>c)Web - Digital</i></p> <p><i>“national” means a media placement conducted for advertisements appearing in at least seven of the provinces and territories of Canada.</i></p>	20	The description of the two multi-media national advertising campaigns submitted under criterion M1 will be assessed here.	Each campaign will be evaluated separately and can be awarded a maximum of up to 10 points , allocated as follows: <ul style="list-style-type: none"> i) the national advertising campaign used five media channels - 10 points ii) the national advertising campaign used four media channels - 7 points iii) the national advertising campaign used three media channels – 3 points iv) the national advertising campaign used less than three media channels - 0 points
R3	Experience in Aboriginal Media Placement	10	The bidder must demonstrate how it meets this requirement by	Points will be awarded as follows:

ID#	Technical Criteria	Points Available	Submission Requirements	Scoring Methodology
	<p>The bidder must have experience carryout media placement in Aboriginal media anywhere in Canada.</p> <p><i>For the purpose of this technical criterion, “Aboriginal media” means advertisements distributed through media suppliers whose main audience is one or more Aboriginal communities by the means of at least two of the following three media channels:</i></p> <ul style="list-style-type: none"> <i>a) Broadcast (TV and/or radio)</i> <i>b) Print</i> <i>c) Web-Digital.</i> 		<p>providing the following information for one advertising campaign where it carried out media placement in Aboriginal media anywhere in Canada:</p> <ol style="list-style-type: none"> 1. media channels selected for the campaign; 2. the geographic location where the advertisements were run; 3. the bidder’s role and responsibilities in carryout media placement in Aboriginal media; 4. the target Aboriginal community(ies); and 5. the name, telephone number, regular and email addresses for a client representative who can confirm the information provided. 	<p>(i) Meets the Requirement – 10 points</p> <p>The information provided by the bidder clearly demonstrates that the bidder has experience in carrying out media placement in Aboriginal media anywhere in Canada.</p> <p>(ii) Partially Meets the Requirement – 5 points</p> <p>It is questionable from the description provided by the bidder whether the bidder has experience in carrying out media placement in Aboriginal media anywhere in Canada.</p> <p>(iii) Fails to Meet Requirement – 0 points</p> <p>The information provided by the bidder demonstrates that the bidder has little or no experience in carrying out media placement in Aboriginal media anywhere in Canada.</p>
R4	<p>Experience in Ethnocultural Media Placement</p> <p>The bidder must have experience carryout media placement in ethnocultural media anywhere in Canada.</p> <p><i>For the purposes of this technical criterion, “ethnocultural media” means</i></p>	10	<p>The bidder must demonstrate how it meets this requirement by providing the following information for one advertising campaign where it carried out media placement in ethnocultural media anywhere in Canada:</p> <ol style="list-style-type: none"> 1. media channels selected for the campaign; 2. the geographic location 	<p>Points will be awarded as follows:</p> <p>(i) Meets the Requirement – 10 points</p> <p>The information provided by the bidder clearly demonstrates that the bidder has experience in carrying out media placement in ethnocultural media anywhere in Canada.</p> <p>(ii) Partially Meets the Requirement – 5 points</p>

ID#	Technical Criteria	Points Available	Submission Requirements	Scoring Methodology
	<p><i>advertisements distributed through media suppliers whose main audience is an ethnocultural community (other than an Aboriginal community) by the means of at least two of the following three media channels:</i></p> <p>a) <i>Broadcast (TV and/or radio)</i> b) <i>Print</i> c) <i>Web-Digital.</i></p>		<p>where the advertisements were run;</p> <p>3. the bidder’s role and responsibilities in carryout media placement in ethnocultural media;</p> <p>4. the target ethnocultural audience(s); and</p> <p>5. the name, telephone number, regular and email addresses for a client representative who can confirm the information provided.</p>	<p>It is questionable from the description provided by the bidder whether the bidder has experience in carrying out media placement in ethnocultural media anywhere in Canada.</p> <p>(iii) Fails to Meet Requirement – 0 points</p> <p>The information provided by the bidder demonstrates that the bidder has little or no experience in carrying out media placement in ethnocultural media anywhere in Canada.</p>
R5	<p>Project Team</p> <p>The bidder should propose a project team where at least one resource has the experience and the capabilities indicated in criteria R5.1, R5.2, R5.3 and R5.4. The same resource from the project team can be proposed for criteria R5.1 and for R5.2, R5.3 or R5.4 so long as such resource has the experience and capabilities indicated in such criteria.</p> <p>For each proposed resource the bidder should provide a resume that contains sufficient detail to verify the education and experience being claimed. The resumes will only be used to substantiate the information provided in the bidder’s proposal not to enhance it. It is incumbent upon the bidder to ensure any information in the resource’s resume which is relevant to the criteria is cited in the proposal.</p>			
R5.1	<p>Senior Media Buying Manager</p> <p>The bidder should have one resource from its project team who will be responsible for performing the management services set out in Section 4.01 of the SOW. The proposed resource should have five</p>	10	<p>The bidder should describe the experience of the proposed resource as an account manager responsible for overseeing media placement for multi-media advertising campaigns by providing the following information:</p> <p>a) name of agency/ organization;</p>	<p>Points will be awarded as follows:</p> <p>(i) five years of experience or greater overseeing media placement for national multi-media advertising campaigns – 10 points</p> <p>(ii) three years and less than five years of experience overseeing media placement for</p>

ID#	Technical Criteria	Points Available	Submission Requirements	Scoring Methodology
	<p>years of experience in the ten years prior to the issue date of this RFP, working as an account manager responsible for overseeing media placement for multi-media advertising campaigns.</p> <p><i>For the purposes of this technical criterion: “multi-media” means, as a minimum, the following media channels:</i></p> <p>a) <i>Broadcast (TV and/or radio)</i> b) <i>Print</i> c) <i>Web - Digital</i></p> <p><i>“national” means a media placement conducted for advertisements appearing in at least seven of the provinces and territories of Canada.</i></p>		<p>b) position held including roles and responsibilities;</p> <p>c) years with the agency/organization in mm/yy to mm/yy format;</p> <p>d) a description of two multi-media advertising campaigns for which the proposed resource was responsible for overseeing media placement, including:</p> <p>i) the dates that each campaign was held;</p> <p>ii) the media channels selected for each campaign; and</p> <p>iii) the geographic location where the advertisements were run;</p> <p>v) the name, telephone number, regular and email addresses for a client representative who can confirm the information provided.</p>	<p>national, provincial or regional multi-media advertising campaigns - 7 points</p> <p>(iii) two years and less than three years of experience overseeing media placement for national, provincial or regional multi-media advertising campaigns – 3 points</p> <p>(iv) less than two years of experience overseeing media placement for national, provincial or regional multi-media advertising campaigns - 0 points</p>
R5.2	<p>Senior Media Buyer – Broadcast (television and radio)</p> <p>The bidder should have one resource from its project team who will be responsible for</p>	10	<p>The bidder should describe the experience of the proposed resource in coordinating media placement for broadcast (television and radio) by providing the following information:</p>	<p>Points will be awarded as follows:</p> <p>(v) three years of experience or greater coordinating media placement for broadcast (television and radio) for national advertising campaigns – 10 points</p> <p>(vi) three years of experience or greater</p>

ID#	Technical Criteria	Points Available	Submission Requirements	Scoring Methodology
	<p>coordinating the Work set out in Section 4.03 of the SOW for broadcast (television and radio) media. The proposed resource should have three years of experience in the seven years prior to the issue date of this RFP, coordinating media placement for broadcast (television and radio) in an advertising or marketing agency or similar organization.</p> <p><i>For the purposes of this technical criterion: "national" means a media placement conducted for advertisements appearing in at least seven of the provinces and territories of Canada.</i></p>		<p>a) name of agency/ organization; b) position held including responsibilities; c) years with the agency/organization in mm/yy to mm/yy format; d) the scope of the advertising campaigns for which the proposed resource was coordinating the media placement for broadcast (television and radio) (i.e. whether the advertising campaigns were national, provincial or regional).</p>	<p>coordinating media placement for broadcast (television and radio) for provincial or regional advertising campaigns - 7 points</p> <p>(vii) one year and less than three years of experience coordinating media placement for broadcast (television and radio) for national, provincial or regional advertising campaigns – 3 points</p> <p>(viii) less than one year of experience coordinating media placement for broadcast (television and radio) for national, provincial or regional advertising campaigns - 0 points</p>
R5.3	<p>Senior Media Buyer – Print The bidder should have one resource from its project team who will be responsible for coordinating the Work set out in Section 4.03 of the SOW for print media. The proposed resource should have three years of experience in the seven years prior to the issue date of this RFP, coordinating</p>	10	<p>The bidder should describe the experience of the proposed resource in coordinating media placement for print by providing the following information: a) name of agency/ organization; b) position held including responsibilities; c) years with the agency/organization in mm/yy to mm/yy format;</p>	<p>Points will be awarded as follows:</p> <p>(i) three years of experience or greater coordinating media placement for print for national advertising campaigns – 10 points</p> <p>(ii) three years of experience or greater coordinating print media placement for provincial or regional advertising campaigns - 7 points</p> <p>(iii) one year and less than three years of experience coordinating print media placement for national, provincial or regional</p>

ID#	Technical Criteria	Points Available	Submission Requirements	Scoring Methodology
	<p>media placement for print in an advertising or marketing agency or similar organization.</p> <p><i>For the purposes of this technical criterion: "national" means a media placement conducted for advertisements appearing in at least seven of the provinces and territories of Canada.</i></p>		<p>d) the scope of the advertising campaigns for which the proposed resource was coordinating the media placement for print (i.e. whether the advertising campaigns were national, provincial or regional).</p>	<p>advertising campaigns – 3 points</p> <p>(iv) less than one year of experience coordinating print media placement for national, provincial or regional advertising campaigns - 0 points</p>
R5.4	<p>Senior Media Buyer – Other Media (internet, out of home, etc.)</p> <p>The bidder should have one resource from its project team who will be responsible for coordinating the Work set out in Section 4.03 of the SOW for media other than broadcast and print. The proposed resource should have three years of experience in the seven years prior to the issue date of this RFP, coordinating media placement for media other than broadcast and print in an advertising or marketing agency or similar organization.</p> <p><i>For the purposes of this technical criterion:</i></p>	10	<p>The bidder should describe the experience of the proposed resource coordinating media placement for media other than broadcast and print as follows:</p> <p>a) Name of agency/ organization;</p> <p>b) Position held including responsibilities;</p> <p>c) Years with the agency/organization in mm/yy to mm/yy format;</p> <p>d) the scope of the advertising campaigns for which the proposed resource was coordinating media placement for media other than broadcast and print (i.e. whether the advertising campaigns were national, provincial or regional).</p>	<p>Points will be awarded as follows:</p> <p>(i) three years of experience or greater coordinating media placement for media other than broadcast and print for national advertising campaigns – 10 points</p> <p>(ii) three years of experience or greater coordinating media placement for media other than broadcast and print for provincial or regional advertising campaigns - 7 points</p> <p>(iii) one year and less than three years of experience coordinating media placement for media other than broadcast and print for national, provincial or regional advertising campaigns – 3 points</p> <p>(iv) less than one year of experience coordinating media placement for media other than broadcast and print for national, provincial or regional advertising campaigns - 0 points</p>

ID#	Technical Criteria	Points Available	Submission Requirements	Scoring Methodology
	<p><i>“national” means a media placement conducted for advertisements appearing in at least seven of the provinces and territories of Canada.</i></p>			
<p>R5.5</p>	<p>Back-up Personnel The bidder should identify a specific resource that will provide back-up in the event the resource proposed in R5.1 cannot continue with his/her responsibilities.</p>	<p>5</p>	<p>The bidder should demonstrate how the proposed resource meets the qualifications specified in R5.1 detailed above.</p>	<p>Points will be awarded as follows:</p> <ul style="list-style-type: none"> (i) five years of experience or greater overseeing media placement for national multi-media advertising campaigns – 10 points (ii) three years and less than five years of experience overseeing media placement for national, provincial or regional multi-media advertising campaigns - 7 points (iii) two years and less than three years of experience overseeing media placement for national, provincial or regional multi-media advertising campaigns – 3 points (iv) less than two years of experience overseeing media placement for national, provincial or regional multi-media advertising campaigns - 0 points

Part 8

Financial Evaluation Criteria

1.0 General Instructions with respect to the Pricing Tables

1.01 The bidder must submit prices by completing the following Pricing Tables A to D inclusively of Annex A – Pricing Tables (“Pricing Tables”):

- a) Table A – Management Fees
- b) Table B – Cost Guide
- c) Table C – Fixed Hourly Rates
- d) Table D – Media Placement Services for an Electoral Event – Section 4.03 of SOW
- e) Table E – Summary of Proposal Price

1.02 Pricing Tables A to D must include all direct and indirect costs to provide the Work outlined in the SOW. Without limiting the generality of the foregoing and subject to Section 1.03, “costs” shall include all necessary equipment, software, peripherals, cabling, components, labour, materials, photocopies, telephone charges, maintenance, overhead, profit, shipping, support, training, travel time, and taxes and Canadian custom duties and excise taxes, where applicable.

1.03 All prices indicated in the Pricing Tables must be in Canadian Dollars; include amounts representing Canadian custom duties and excise taxes, where applicable; and exclude the applicable sales taxes.

2.0 Table A – Management Fees

2.01 The bidder must provide a firm lot price for the Management Services rendered in connection with the delivering of the First National Campaign by completing and submitting Table A, Item 1.

2.02 The bidder must provide a firm percentage to calculate the management fees for the Management Services to implement a Work Authorization issued pursuant to Subsection 4.04 of the SOW or in connection with a Subsequent National Campaign, by completing and submitting Table A, Item 2. The management fees will be calculated by applying the firm percentage against the actual labour costs billed for the Work performed in connection with such Work Authorization or such

Subsequent National Campaign, as the case may be.

- 2.03 The firm percentage quoted in item 2 of Table A must be equal to or less than the Maximum Management Fee Percentage, which shall be computed in accordance with the following formula:

$$X/Y \times 100\% = \text{Maximum Management Fee Percentage}$$

X = Firm lot price in item 1 of Table A for management fee for the first National Campaign

Y = Estimated labour costs in Table D

- 2.04 In cases where the firm percentage quoted in item 2 of Table A exceeds the Maximum Management Fee Percentage, the Maximum Management Fee Percentage shall be carried over to Annex B – Pricing Table of the Contract.
- 2.05 For the purpose of the financial evaluation of proposals of those bidders that successfully attained Phase 4 in accordance with Part 4 of the RFP, the firm lot price in item 1 of Table A will be carried over to Table E – Summary of Proposal Price.

3.0 Table B – Firm Price – Cost Guide

- 3.01 The bidder must provide a firm lot price to perform the Work related to the development of the Cost Guide as set out in subsections 4.02.02 to 4.02.08 of the SOW, by completing and submitting Table B. The firm lot price in Table B will be carried over to Table E – Summary of Proposal Price.

4.0 Table C – Fixed Hourly Rates

- 4.01 The bidder must provide a firm hourly rate for each category of personnel that will be performing the Work under the Contract excluding the Management Services which are covered by the management fees referred to in Table A and the development of the Cost Guide which is covered by the firm lot price referred to in Table B, from the Effective Date up to and including March 31, 2016, by completing and submitting Table C.
- 4.02 The firm hourly rates will be adjusted in accordance with the economic price adjustment set out in Section 6.02 of the Articles of Agreement for the period of April 1, 2016 to the end of the Term.
- 4.03 The firm hourly rates must include all corporate overhead costs including but not limited to:

- a) indirect materials and supplies;
- b) indirect labour and fringe benefits;
- c) public services expenses such as heat, light, etc.;
- d) fixed/period charges such as property taxes, rentals, depreciation costs, etc.;
- e) general and administrative expenses such as remuneration of executive and corporate officers, office wages and salaries and expenses such as stationery, office supplies, postage, long distance communications, systems maintenance and support and other necessary administration and management expenses; and
- f) any direct expenses, other than Media Costs.

5.0 Table D – Media Placement Services – Section 4.03 of SOW

- 5.01 Based on the scenario attached as Annex B to this Part 8, the bidder must provide the estimated labour costs to perform the Work set out in Section 4.03 of the SOW by completing and submitting Table D.
- 5.02 The bidder must provide a breakdown of the estimated labour costs by completing and submitting the Labour Cost Breakdown Template set out in Annex C to this Part 8, or an alternate format, provided that the information contained therein is equal to or greater than that contained in Annex C to this Part 8. The bidder must describe how it proposes to perform the Work set out in Section 4.03 of the SOW by subdividing such Work into tasks and, for each task identified, must specify each category of personnel required to perform the task and the estimated level of efforts of each category of personnel.
- 5.03 All volumes, proposed media channels and proposed advertising products set out in the scenario attached as Annex B to this Part 8 are only included as weighting factors for financial evaluation purposes and are not a minimal commitment by Elections Canada to purchase according to these quantities or proposed media channels or advertising products. The actual Work required to be performed in connection with Section 4.03 of the SOW shall be based on the approved Media Plans provided by the Technical Authority.
- 5.04 For the purpose of the financial evaluation of proposals of those bidders that successfully attained Phase 4 in accordance with Part 4 of the RFP, subject to

Section 5.05, the total estimated labour costs of the media placement services in Table D will be carried over to Table E – Summary of Proposal Price.

5.05 Where there is a discrepancy between the total estimated labour costs set out in Table D and the breakdown of such costs in the Media Placement Cost Breakdown Template set out in Annex C to this Part 8, the amount set out in the Media Placement Cost Breakdown Template will be used to compute the total estimated labour costs of the media placement services that will be carried over to Table E – Summary Proposal Price.

6.0 Table E – Summary of Proposal Price

6.01 The sum of the amounts carried over to Table E will be used as the “Proposal Price” for the purposes of determining the highest ranked proposal in accordance with the formula set out in Subsection 4.4.8 of Part 4 of the RFP.

7.0 Letter of Credit - Requirement at Proposal Closing Date

7.01 Bidders must provide proof in the form of a letter from a financial institution that is a member of the Canadian Payments Association, which demonstrates the bidder’s ability to secure a letter of credit in the amount of \$CAD 2 million on the terms and conditions set out in Annex F – Letter of Credit Requirements of the Resulting Contract.



Table D – Media Placement Services for an Electoral Event – Section 4.03 of SOW

Item	Pricing Element	Estimated Cost
1	Total Estimated Labour Costs	\$

Table E – Summary of Proposal Price

Pricing Table		Amount carried over from Table
Table A, item 1	Management Fee for First National Campaign	\$
Table B	Lot Price for Cost Guide	
Table D	Media Placement Services for an Electoral Event	\$
TOTAL PROPOSAL PRICE		\$

Annex B to Part 8 – Financial Evaluation Criteria

Media Placement Services Scenario

Under this scenario, the bidder must assume that the Technical Authority has approved a Media Plan for a General Election to be held on October 19, 2015 that focuses on the phases, media channels and weight set out below. The bidder must provide the estimated labour costs to perform the Work set out in Section 4.03 of the SOW based on the information set out below.

Phase	Media channels	Weight
1 - What's new for electors	Internet -3 formats	42 networks
2- VIC is delivered	Radio – 30 sec. Print -1/2 page, b&w Internet -3 formats	375 GRP -639 stations 111 dailies, 776 weeklies 42 networks
3- Advance Polls	TV – 30 sec Radio – 30 sec. Print - 1/2 page, b&w Internet – 3 formats	375 GRP -162 stations 375 GRP -639 stations 111 dailies, 776 weeklies 42 networks
4-Voting Day	TV – 30 sec Radio – 30 sec. Print - 1/2 page, b&w Internet – 3 formats	375 GRP -162 stations 375 GRP -639 stations 111 dailies, 776 weeklies 42 networks
Throughout the election period	Cinema Out-of-home	1856 screens Resto-Bars/Fitness Centres and Bus sides
Aboriginal campaign 3 languages	TV – 30 sec Radio – 30 sec. Print - 1/2 page, b&w Internet – 3 formats	2 stations 84 stations 40 weeklies 15 sites
Ethnocultural campaign 10 languages	TV – 30 sec Radio – 30 sec. Print - 1/2 page, b&w Internet – 3 formats	1 station 31 stations 93 weeklies 5 sites



Labour Cost Breakdown Template

SOW Reference Number	Task Description	Personnel Category	Year 3 (April 1, 2015 to March 31, 2016)		Labour Costs
			Level of Effort	Hourly Rate	
4.03					
				Total Labour Costs	



Media Placement Services

PART 9

Certificates

Certificates

1. Independent Proposal

1.1. I, the undersigned, on behalf of _____ **[insert name of Bidder]** (the “Bidder”) in submitting the accompanying proposal (the “proposal”) to Elections Canada for Media Placement Services 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 proposal will be disqualified if this Certificate is found not to be true and complete in every respect;
- (c) I am authorized by the Bidder to sign this Certificate, and to submit the proposal, on behalf of the Bidder;
- (d) each person whose signature appears on the proposal has been authorized by the Bidder to determine the terms of, and to sign, the proposal, on behalf of the Bidder;
- (e) for the purpose of this Certificate and the proposal. I understand that the word “competitor” shall include any individual or organization, other than the Bidder, whether or not an Affiliate of the Bidder, who:
 - i. has been requested to submit a proposal in response to the request for proposal;
 - ii. could potentially submit a proposal in response to the request for proposal, based on their qualification, abilities or experience;
- (f) the Bidder disclosed that (check one of the following, as applicable):
 - i. the Bidder has arrived at the proposal independently from, and without consultation, communication, agreement or arrangement with, any competitor;
 - or
 - ii. the Bidder has entered into consultations, communications, agreements or arrangements with one or more

competitors regarding this call for proposals, and the Bidder disclosed, in the attached documents (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 proposal:
or
- iv. the submission of a proposal which does not meet the specifications of the call for proposals;

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

(h) in addition, there has been no consultation, communications, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the products or services to which this call for proposals relates, except as specially authorized by the Contracting Authority or as specifically disclosed pursuant to subparagraph (f)ii. above;

(i) the terms of the proposal have not been, and will not be, knowingly disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official proposal opening, or of the awarding of the Contract, whichever comes first, unless otherwise required by law or as specially disclosed pursuant to subparagraph (f)ii. above.

2. Federal Contractors Program

2.1. 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 Human Resources and Skills Development Website.

2.2. The Bidder certifies as follows (check only one of the following):

- (a) it does not have a work force in Canada;
- (b) it is a public sector employer;
- (c) it is a [federally regulated employer](#) 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 HRSDC-Labour.

OR

- ii. it has submitted the [Agreement to Implement Employment Equity \(LAB1168\)](#) to HRSDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to HRSDC-Labour.

2.3. The Bidder further certifies as follows (check only one of the following):

- (a) it is not a joint venture;

OR

- (b) it is a joint venture. In the event that the Bidder is a joint venture, each member of the joint venture must provide the Contracting Authority with a certificate containing the certification set-out in Section 2.2 of this Certificate.

3. Former Public Servant

3.1. 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.

3.2. 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 entity where the affected individual has a controlling or major interest in the entity.

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

“pension” means, in the context of the fee abatement formula, a pension or annual allowance paid under the *Public Service Superannuation Act* (PSSA), R.S., 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.

3.3. Is the Bidder a FPS in receipt of a pension as defined above? **YES** () **NO** ()

If yes, the Bidder must provide the following information:

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

By providing this information, Bidders agree that the successful Bidder’s status, with respect to being a former public servant in receipt of a pension, will be

reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

- 3.4. Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **YES** () **NO** ()

If yes, the Bidder must provide the following information:

- (a) name of 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.
- 3.5. 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.
- 3.6. By submitting a proposal, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

4. Status and Availability of Resources

- 4.1. The Bidder certifies that, should it be awarded a contract as a result of the RFP, every individual proposed in its proposal will be available to perform the Work as required by Elections Canada and at the time specified in the RFP or agreed to with Elections Canada. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its proposal, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave,

retirement, resignation, dismissal for cause or termination of an agreement for default.

- 4.2. If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Elections Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability.

5. Education and Experience

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

6. Avoidance of Political Partisanship

- 6.1. The Bidder certifies that:

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

6.2. The certification in Subsection 6.1 does not prevent the Bidder or its officers and employees, who perform or supervise the Work set out in the Contract, to also work or supervise the work set out in a mandate from the Chief Electoral Officer of a Province or Territory of Canada, or from another similar electoral authority of a Province or Territory of Canada, or from any other public institution that is politically neutral or non-partisan in nature, or from a person who is politically neutral or non-partisan in nature.

7. General

7.1. This certification shall be true and correct throughout the term of the Contract with the same force and effect as if continuously made throughout the term of the Contract.

7.2. Furthermore, the Bidder acknowledges that Elections Canada shall rely on this certification to award the Contract. Should the Bidder fail to comply with this certification or in the event that verification or inspection by Elections Canada discloses a misrepresentation on the part of the Bidder, Elections Canada shall have the right to treat the Contract resulting from this proposal as being in default and to terminate it pursuant to the default provisions of the Contract.

_____ Signature of Authorized Representative of Bidder	_____ Date
Print Name of Authorized Representative of Bidder:	_____
Print Title of Authorized Representative of Bidder:	_____