



REQUEST FOR PROPOSAL

Procurement and Contracting Services

30 Victoria Street
Gatineau, Quebec K1A 0M6

FILE NO.	
ECTD-RFP-2021-0078	
TITLE:	ISSUE DATE:
Strategic Planning and Media Buying	August 27, 2021

CLOSING DATE:	ADDRESS QUESTIONS TO:
September 28, 2021 at 2:00PM (Gatineau time)	Tiffany Denny 873-416-1259 proposition-proposal@elections.ca

SUBMIT PROPOSALS TO: ELECTIONS CANADA PROPOSAL RECEIVING UNIT	
<p>Option 1: epost Connect™</p> <p>For any proposal submitted using epost Connect, the email address is:</p> <p>proposition-proposal@elections.ca</p> <p>Proposals will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Part 2, or to send proposals through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.</p> <p>Requests to open an epost Connect conversation should be sent at least six Business Days prior to the RFP closing date.</p>	<p>Option 2: Business Centre</p> <p>30 Victoria Street Gatineau QC K1A 0M6</p> <p>The Business Centre is open from 8:00 a.m. to noon and 1:00 p.m. to 4:00 p.m. Monday to Friday and closed on all statutory holidays.</p>

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

Part 1 – General Information

Part 2 – Bidder Instructions

Part 3 – Proposal Preparation Instructions

Part 4 – Evaluation Procedures and Basis of Selection

Part 5 – Security, Financial and Other Requirements

Part 6 – Certifications and Additional Information

Annex A – Proposal Submission Form

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

Part 7 – Resulting Contract

Annex A – Statement of Work

Appendix A – Contract Plan and Report Form Template (Parts I and II)

Appendix B – Voter Information Campaign

Appendix C – Contact Report Template

Appendix D – Comprehensive Land Claim Agreement Claimant Groups

Annex B – Pricing Table

Annex C – Supplemental Conditions – EC to Own IP Rights

Annex D – General Conditions – Services

Annex E – Progress Claim Form Template

Appendix A to Annex E – Progress Claim Template

Annex F – Phase 1 CPRF

Annex G – Fair Price Certification [if applicable]

Part 8 – Technical Evaluation Criteria

Annex A – CPRF Template Phase 1 (Part I)

Part 9 – Financial Evaluation Criteria

Annex A – Financial Proposal Pricing Table Template

Annex B – Media Placement – Schedule and Scenario

Annex C – CPRF Template Phase 1 (Part II: Costs Breakdown)

Part 1. General Information

1.1 Code of Conduct for Procurement

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

1.2 Definitions

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

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

1.3 Summary

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

1.3.1 Requirement

The requirement is detailed in the Statement of Work.

1.3.2 Period of the Contract

- (a) The Contract period is from the Effective Date of the Contract until March 31, 2026.
- (b) The bidder grants to Elections Canada the irrevocable option to extend the period of the Contract by 2 additional period(s) of one year 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

- (a) The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO–GPA), the Canada-Korea Free Trade Agreement, the Canadian Free Trade Agreement (CFTA), The Canada- European Union Comprehensive Economic and Trade Agreement (CETA), The Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP), Canada-United Kingdom Trade Continuity Agreement (TCA), the Canada-Chile Free Trade Agreement (CCFTA), the Canada-Colombia Free Trade Agreement, the Canada-Honduras Free Trade Agreement, the Canada-Panama Free Trade Agreement and the Canada-Peru Free Trade Agreement (CPFTA).
- (b) A portion of this procurement is reserved for beneficiaries of the 25 modern treaties in effect also known as Comprehensive Land Claims Agreement(s) (CLCAs) listed in Appendix D to Annex A.

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 – Certifications and Additional Information and Part 7 – Resulting Contract.

1.4 **Communications Notification**

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

1.5 **Debriefings**

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

Part 2. **Bidder Instructions**

2.1 **Instructions, Clauses and Conditions**

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

2.2 **Entire Requirement**

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

2.3 **Procurement Business Number**

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

2.4 **Submission of Proposals**

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

- 2.4.2 It is the bidder's responsibility to:
- (a) obtain clarification of the requirements contained in the RFP, if necessary, before submitting a proposal;
 - (b) submit a complete proposal in accordance with the instructions contained in the RFP by the RFP closing date and time;
 - (c) send its proposal only to the Elections Canada Proposal Receiving Unit specified on the first page of this RFP;
 - (d) ensure that the bidder's name and return address, the RFP number, and the RFP closing date and time are clearly visible on the proposal; and,
 - (e) provide a comprehensible and sufficiently detailed proposal, including all requested pricing details, that will permit a complete evaluation in accordance with the criteria set out in the RFP.
- 2.4.3 If Elections Canada has provided bidders with multiple formats of a document that forms part of the RFP (for example, a document may be downloaded through the Government Electronic Tendering Service (GETS) but may also be made available on an alternate format), the format downloaded through GETS will take precedence. If Elections Canada posts an amendment to the RFP revising any documents provided to bidders in multiple formats, Elections Canada will not necessarily update all formats to reflect these revisions. It is the bidder's responsibility to ensure that revisions made through any RFP amendment issued through GETS are taken into account in those alternate formats that were not revised as a result of an amendment.
- 2.4.4 Proposals will remain open for acceptance for a period of not less than 120 Business Days from the RFP closing date. Elections Canada reserves the right to seek an extension of the proposal validity period from all responsive bidders in writing, within a minimum of three Business Days before the end of the proposal validity period. If the extension is accepted by all responsive bidders, Elections Canada will continue with the evaluation of the proposals. If the extension is not accepted by all responsive bidders, Elections Canada will, at its sole discretion, either continue with the evaluation of the proposals of those who have accepted the extension or cancel the RFP.
- 2.4.5 Proposal documents and supporting information may be submitted in either English or French.
- 2.4.6 Proposals received on or before the stipulated RFP closing date and time will become the property of Elections Canada and will not be returned. All proposals will be treated as confidential, subject to the provisions of the [Access to Information Act, R.S.C. 1985, c. A-1](#) and the [Privacy Act, R.S.C 1985 c. P-21](#).
- 2.4.7 Unless specified otherwise in the RFP, Elections Canada will evaluate only the documentation provided with a bidder's proposal. Elections Canada will not evaluate information such as references to Web site addresses where additional information can be found, or technical manuals or brochures not submitted with the proposal.
- 2.4.8 A proposal cannot be assigned or transferred in whole or in part.

2.5 Transmission by Facsimile and Email

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

2.6 epost Connect

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

- (a) send directly its proposal only to the specified Elections Canada Proposal Receiving Unit, using its own licensing agreement for epost Connect provided by the Canada Post Corporation (CPC); or
- (b) send as early as possible, and in any case, at least six Business Days prior to the RFP closing date and time (in order to ensure a response), an email that includes the solicitation number to the specified Elections Canada Proposal Receiving Unit requesting to open an epost Connect conversation. Requests to open an epost Connect conversation received after that time may not be answered.

2.6.2 If the bidder sends an email requesting epost Connect service to the Elections Canada Proposal Receiving Unit, an officer of the Elections Canada Proposal Receiving Unit will then initiate an epost Connect conversation. The epost Connect conversation will create an email notification from CPC prompting the bidder to access and action the message within the conversation. The bidder will then be able to transmit its proposal afterward at any time prior to the RFP closing date and time.

2.6.3 If the bidder is using its own licensing agreement to send its proposal, the bidder must keep the epost Connect conversation open until at least 30 Business Days after the RFP closing date and time.

2.6.4 The RFP number should be identified in the epost Connect message field of all electronic transfers.

2.6.5 It should be noted that the use of epost Connect service requires a Canadian mailing address. Should a bidder not have a Canadian mailing address, they may use the Elections Canada Proposal Receiving Unit address specified in the RFP in order to register for the epost Connect service.

2.6.6 For proposals transmitted by epost Connect service, Elections Canada will not be responsible for any failure attributable to the transmission or receipt of the proposal including, but not limited to, the following:

- (a) receipt of a garbled, corrupted or incomplete proposal;
- (b) availability or condition of the epost Connect service;
- (c) incompatibility between the sending and receiving equipment;
- (d) delay in transmission or receipt of the proposal;
- (e) failure of the bidder to properly identify the proposal;

- (f) illegibility of the proposal;
- (g) security of proposal data; or,
- (h) inability to create an electronic conversation through the epost Connect service.

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

2.6.8 Bidders must ensure that they are using the correct email address for the Elections Canada Proposal Receiving Unit when initiating a conversation in epost Connect or communicating with the Elections Canada Proposal Receiving Unit and should not rely on the accuracy of copying and pasting the email address into the epost Connect service.

2.6.9 A proposal transmitted by epost Connect service constitutes the formal proposal of the bidder and must be submitted in accordance with Section 2.4.

2.7 Late Proposals

2.7.1 Elections Canada will return or delete proposals delivered after the stipulated RFP closing date and time, unless they qualify as a delayed proposal as described in Section 2.8.

2.7.2 For late proposals submitted using means other than the CPC's epost Connect service, the physical proposal will be returned.

2.7.3 For proposals submitted electronically, the late proposals will be deleted. As an example, proposals submitted using CPC's epost Connect service, conversations initiated by the Elections Canada Proposal Receiving Unit via the epost Connect service pertaining to a late proposal, will be deleted. Records will be kept documenting the transaction history of all late proposals submitted using epost Connect.

2.8 Delayed Proposals

2.8.1 A proposal delivered to the Elections Canada Proposal Receiving Unit after the RFP closing date and time but before the announcement of the successful bidder or before a contract is entered into may be considered, provided the bidder can prove the delay is due solely to a delay in delivery that can be attributed to CPC (or national equivalent of a foreign country). Purolator Inc. is not considered to be part of CPC for the purposes of delayed proposals.

- (a) The only pieces of evidence relating to a delay in the CPC system that are acceptable to Elections Canada are:

- i. a CPC cancellation date stamp;
- ii. a CPC Priority Courier bill of lading; or
- iii. a CPC Xpresspost label,

that clearly indicates that the proposal was mailed at a date that would otherwise have allowed its delivery before the RFP closing date and time; or

- (b) The only piece of evidence relating to a delay in the epost Connect service provided by CPC system that is acceptable to Elections Canada is a CPC epost Connect service date and time record indicated in the epost Connect conversation history that clearly indicates that the proposal was sent before the RFP closing date and time.

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

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

2.9 Delayed Proposal When Using Courier Companies

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

2.10 Customs Clearance

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

2.11 Legal Capacity

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

2.12 Rights of Elections Canada

2.12.1 Elections Canada reserves the right to:

- (a) reject any or all proposals received in response to the RFP;
- (b) enter into negotiations with bidders on any or all aspects of their proposals;
- (c) accept any proposal in whole or in part without negotiations;

- (d) cancel the RFP at any time;
- (e) reissue the RFP;
- (f) if no responsive proposals are received and the requirement is not substantially modified, reissue the RFP by inviting only the bidders that had submitted a proposal to resubmit proposals within a period designated by Elections Canada; and
- (g) negotiate with the sole responsive bidder to ensure best value to Elections Canada.

2.13 Communication – Solicitation Period

- 2.13.1 To ensure the integrity of the competitive procurement process, questions and other communications regarding the RFP must be directed only to the Contracting Authority identified in the RFP through email only at proposition-proposal@elections.ca. Failure to comply with this requirement may result in the proposal being declared non-responsive.
- 2.13.2 To ensure consistency and quality of information provided to bidders, and subject to Section 2.14, questions received and the answers to such questions that result in clarifications or modifications to the requirement or that provide additional information related to the requirement will be provided simultaneously to all bidders to which the RFP has been sent, in the same manner in which the RFP was sent, without revealing the sources of the questions.
- 2.13.3 In the event that a dispute, conflict or misunderstanding between a bidder and the Contracting Authority arises during the procurement process, the bidder's recourse to address such dispute, conflict or misunderstanding is to contact the Elections Canada Chief Procurement Officer at Robert.Ashton@elections.ca.

2.14 Questions

- 2.14.1 All questions must be submitted in writing to the Contracting Authority no later than 10 Business Days before the RFP closing date. Questions received after that time may not be answered.
- 2.14.2 Bidders should reference as accurately as possible the numbered item of the RFP to which the question relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Elections Canada to provide an accurate answer. Technical questions that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Elections Canada determines that the question is not of a proprietary nature. Elections Canada may edit the questions or may request that the bidder do so, so that the proprietary nature of the question is eliminated, and the question can be answered with copies to all bidders. Questions not submitted in a form that can be distributed to all bidders may not be answered by Elections Canada.

2.15 Conduct of Evaluation

- 2.15.1 In conducting its evaluation of the proposals, Elections Canada may, but will have no obligation to, do the following:
 - (a) seek clarification or verification from bidders regarding any or all information provided by them with respect to the RFP;

- (b) contact any or all client references supplied by bidders to verify and validate any information submitted by them;
- (c) request, before the award of any contract, specific information with respect to bidders' legal status;
- (d) conduct a survey of bidders' facilities and/or examine their technical, managerial, and financial capabilities to determine if they are adequate to meet the requirements of the RFP;
- (e) correct any error in the extended pricing of proposals by using unit pricing and any error in quantities in proposals to reflect the quantities stated in the RFP;
- (f) verify any information provided by bidders through independent research, use of any government resources or by contacting third parties; and
- (g) interview, at the sole costs of bidders, any bidder and/or any or all of the resources proposed by bidders to fulfill the requirement of the RFP.

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

2.16 Rejection of Proposal

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

- (a) the bidder is bankrupt or, for whatever reason, its activities are rendered inoperable for an extended period;
- (b) evidence, satisfactory to Elections Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the bidder, any of its employees or any subcontractor included as part of the proposal;
- (c) evidence, satisfactory to Elections Canada, that the bidder has made a false claim or is not in compliance with the certifications provided to Elections Canada in Section 6 of this RFP;
- (d) evidence, satisfactory to Elections Canada, that based on past conduct or behaviour, the bidder, a subcontractor or a person who is to perform the Work is unsuitable or has conducted themselves improperly;
- (e) with respect to current or prior transactions with the Government of Canada:

- i. Elections Canada has exercised its contractual remedies of suspension or termination for default with respect to a contract with the bidder, any of its employees or any subcontractor included as part of the proposal; and
- ii. Elections Canada determines that the bidder's performance on other contracts, including the efficiency and workmanship as well as the extent to which the bidder performed the Work in accordance with those contracts, is sufficiently poor to jeopardize the successful completion of the requirement of this RFP.

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

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

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

2.17 Conflict of Interest – Unfair Advantage

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

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

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

2.17.3 Where Elections Canada intends to reject a proposal under this Section, the Contracting Authority will inform the bidder and provide the bidder an opportunity to make representations before making a final decision. Bidders who are in doubt about a particular situation should

contact the Contracting Authority before the RFP closing date. By submitting a proposal, the bidder represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The bidder acknowledges that it is within Elections Canada's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

2.18 Proposal Costs

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

2.19 Price Justification

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

2.20 Former Public Servant

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

- (a) an individual;
- (b) an individual who has incorporated;
- (c) a partnership made of former public servants; or
- (d) a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

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

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

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

If yes, the bidder must provide the following information:

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

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

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

If yes, the bidder must provide the following information:

- (a) name of FPS;
- (b) conditions of the lump sum payment incentive;
- (c) date of termination of employment;
- (d) amount of lump sum payment;
- (e) rate of pay on which lump sum payment is based;

- (f) period of lump sum payment including start date, end date and number of weeks;
- (g) number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.

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

2.21 Joint Venture

2.21.1 A joint venture is an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred as a consortium, to submit together a proposal on a requirement. Bidders who submit a proposal as a joint venture must indicate clearly that it is a joint venture and provide the following information:

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

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

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

2.22 Applicable Laws

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

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

2.23 Basis for Elections 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;
- (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.

Part 3. Proposal Preparation Instructions

3.1 Proposal Preparation Instructions

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

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

Section I: Technical Proposal five (5) hard copies and one (1) soft copy on USB

Section II: Financial Proposal one (1) hard copy and one (1) soft copy on USB

Section III: Certifications and Additional Information one (1) hard copy and (1) one soft copy on USB

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

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

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

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

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

For Example: ECXX-RFP-20-0123_ABC Company_Section I - Technical Proposal

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

3.2 Section I – Technical Proposal

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

meet the requirement. If the bidder fails to comply with the request of the Contracting Authority and meet the requirement within that time period, the proposal will be deemed non-responsive.

3.3 Section II – Financial Proposal

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

3.4 Section III – Certifications and Additional Information

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

Part 4. Evaluation Procedures and Basis of Selection

4.1 General Evaluation Procedures

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

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

4.2 Technical Evaluation

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

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

4.2.3 The rated capabilities presentation evaluation criteria are set out in Table C of Part 8 – Technical Evaluation Criteria.

4.2.4 Client References

(a) Elections Canada may decide to contact any or all client references for all technical evaluation criteria or those for specific technical evaluation criteria only. If Elections Canada chooses to conduct client reference checks for any given technical evaluation criteria, it will contact the client references for those identified technical evaluation criteria of all remaining responsive bidders at that point.

(b) Elections Canada will make only three attempts over a maximum of five Business Days from the first attempt to contact a client reference provided with the bidder's proposal (the "Original Contact Info"). If Elections Canada is not successful in reaching a client reference after three attempts using the Original Contact Info, the Contracting Authority may ask the bidder for alternative contact information for that same client reference. Elections Canada will make only three attempts over a maximum of five Business Days from the first attempt to contact a client reference using the alternative contact

information. The bidder will only be given the opportunity to provide alternative contact information one time for each client reference.

(c) If Elections Canada is unsuccessful in obtaining a response from a client reference (either through the Original Contact Info or the alternative contact information), after making such attempts, the proposal will be declared non-responsive and will not be given further consideration.

(d) Wherever information provided by a client reference differs from the information supplied by the bidder, the information supplied by the client reference will be the information evaluated.

(e) Points will not be allocated and/or a bidder will not meet the mandatory experience requirement (as applicable) if (1) the reference client states they are unable or unwilling to provide the information requested, (2) the reference client is not a customer of the bidder itself, or (3) the client is an affiliate of the bidder or of the client is any other entity that does not deal at arm's length with the bidder.

4.3 Financial Evaluation

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

4.4 Basis of Selection

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

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

Phase 1 – Mandatory Technical Evaluation

Phase 2 – Rated Technical Evaluation

Phase 3 – Capabilities Presentation

Phase 4 – Financial Evaluation

Phase 5 – Determination of Highest Ranked Bidder

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

4.4.3 Phase 1 – Mandatory Technical Evaluation

In Phase 1, all proposals will be evaluated for their compliance with the mandatory technical evaluation criteria set out in Part 8 – Technical Evaluation Criteria. Any proposal that fails to meet any of the

mandatory technical evaluation criteria will be declared non-responsive and will not be given further consideration.

4.4.4 Phase 2 – Rated Technical Evaluation

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

If any Phase 2 proposal does not obtain the required minimum of 70 percent overall of the points for the technical evaluation criteria which are subject to point rating, such proposal will be declared non-responsive and will not be given further consideration. The rating is performed on a scale of 220 points.

4.4.5 Phase 3 – Capabilities Presentation

In Phase 3, the proposals that are declared responsive in Phase 1 and 2 will be invited to make a capabilities presentation which will be evaluated against the capabilities presentation evaluation criteria set out in Part 8 – Technical Evaluation Criteria (the “Phase 3 proposal”). The following should be noted:

- (a) The bidder will be provided 14 calendar days prior by an email notice from the Contracting Authority to attend a virtual capabilities presentation, which will take place using Microsoft Teams.
- (b) The order in which the bidders will attend the capabilities presentation will be determined by random draw conducted by the Contracting Authority.
- (c) The email notice will outline the topics and questions that the bidder must address at the capabilities presentation and that a soft copy of the capabilities presentation must be provided to the Contracting Authority by the bidder prior to the capabilities presentation.
- (d) Elections Canada will video/audio record the capabilities presentation for purposes of facilitating the evaluation and determining the final score for the presentation.
- (e) If there is a discrepancy between the information provided orally by the bidder at the capabilities presentation and the information presented in the soft copy of the capabilities presentation, the oral information will take precedence over the soft copy.
- (f) The bidder will not be permitted to ask questions to the evaluation team during the capabilities presentation.
- (g) The evaluation team will not provide any information or discuss any aspect of the bidder’s proposal during the capabilities presentation.
- (h) The evaluation team may ask for clarification on any aspect of the capabilities presentation, once the bidder has finished the capabilities presentation.

- (i) If the bidder does not obtain the required minimum of 70 percent overall of the points for the capabilities presentation set out in Section C of Part 8 which are subject to point rating, the proposal submitted by such bidder will be deemed non-responsive and given no further consideration. The rating for Section C or Part 8 is performed on a scale of 100 points.
- (j) If the evaluation team determines that the information submitted in the capabilities presentation in response to the point-rated criteria set out in Section B of Part 8 – Technical Evaluation Criteria contradicts the information submitted in Phase 1 and/or Phase 2 and based on such information the bidder:
 - i. 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; and/or
 - ii. does not meet a rated requirement of this RFP as was described in the bidder’s proposal, the scoring for that portion of the bidder’s proposal will be reassessed accordingly. If the reassessment results in the proposal failing to meet the required minimum score of 70 percent overall of the points for the technical evaluation criteria set out in Section B of Part 8 which are subject to point rating or the minimum score of 70 percent of the points for the technical evaluation criteria R7.1, the bidder’s proposal will be deemed non-responsive and will not be given further consideration.

4.4.6 Phase 4 – Financial Evaluation

In Phase 4, all proposals deemed responsive in Phases 1, 2 and 3 will be evaluated against the mandatory financial criteria set out in Part 9 – Financial Evaluation Criteria. Any proposal which fails to meet any of the mandatory financial criteria will be deemed non-responsive and given no further consideration.

The price of the proposal will be evaluated in Canadian dollars. Goods and Services Tax or the Harmonized Sales Tax must be excluded. Canadian customs duties and excise taxes are, where applicable, to be included.

4.4.7 Phase 5 – Determination of Highest Ranked Bidder

In Phase 5, a combined evaluation score for those proposals declared responsive in Phases 1, 2, 3 and 4 (the “Phase 5 Proposal”) will be determined in accordance with the following formula:

$$\frac{\text{Technical Proposal Score} \times 30 + \text{Capabilities Presentation Score} \times 40}{70} = \text{Overall Technical Proposal Score (70\%)}$$

$$+ \frac{\text{Lowest Price} \times 30}{\text{Bidders Price}}$$

= Combined Evaluation Score (XX/100)

The bidder with the Phase 5 Proposal with the highest combined evaluation score will be considered for the award of a contract.

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

Part 5. Security, Financial and Other Requirements

5.1 Financial Capability

Before award of a contract, the following conditions must be met:

- 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 10 Business 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 paragraph 5.1.1 (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 paragraphs 5.1.1 (a) to (g) 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.C, 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

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

5.3 Condition of Material

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

Part 6. Certifications and Additional Information

6.1 Bidders must provide the required certifications and additional information, including all annexes required under Part 6, to be awarded a contract. Elections Canada will declare a proposal non-responsive if the required certifications and additional information are not completed and submitted as requested.

6.2 The bidders' compliance with the certifications provided to Elections Canada is subject to verification by Elections Canada during the proposal evaluation period and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The proposal will be declared non-responsive if any certification made by the bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the proposal non-responsive.

6.3 The certifications and additional information should be completed and submitted with the proposal but may be submitted afterwards. If the certifications and additional information are not completed and submitted as requested, the Contracting Authority will so inform the bidder and provide the bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the proposal non-responsive.

6.4 Independent Proposal

6.4.1 By submitting a proposal, the bidder certifies that:

- (a) they have read and understand the contents of Part 6 – Certifications and Additional Information;
- (b) they understand that the proposal will be disqualified if any of the certifications are found not to be true and complete in every respect;
- (c) each person whose signature appears on the proposal has been authorized by the bidder to determine the terms of, and to sign, the proposal, on behalf of the bidder;
- (d) for the purpose of this certification and the proposal, they understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not an affiliate of the bidder, who:

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

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

6.5 Federal Contractor's Program for Employment Equity

- 6.5.1 By submitting a proposal, the bidder certifies that the bidder, and any of the bidder's members if the bidder is a joint venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available from the [Employment and Social Development Canada \(ESDC\)](#) website.

- 6.5.2 Elections Canada will have the right to declare a proposal non-responsive if the bidder, or any member of the bidder if the bidder is a joint venture, appears on the “FCP Limited Eligibility to Bid” list at the time of contract award.
- 6.5.3 Elections Canada will also have the right to terminate the contract for default if a contractor, or any member of the contractor if the contractor is a joint venture, appears on the “FCP Limited Eligibility to Bid” list during the period of the contract.
- 6.5.4 The bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, before contract award. If the bidder is a joint venture, the bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the joint venture.

6.6 Integrity Provisions

- 6.6.1 Bidders acknowledge that, to ensure fairness, openness and transparency in the procurement process, the commission of certain acts or offences will render them ineligible to be awarded a contract. Elections Canada will declare non-responsive any proposal in respect of which the information herein requested is missing or inaccurate, or in respect of which the information contained in the certifications contemplated in this Section 6.6.1 is found to be untrue, in any respect, by Elections Canada. If it is determined, after Contract award, that the bidder made a false declaration or certification, Elections Canada will have the right to terminate for default the resulting Contract. The bidder and any of the bidder’s affiliates will also be required to remain free and clear of any acts or convictions specified herein during the period of any contract arising from this solicitation. Elections Canada may verify the information provided by the bidder, including the information relating to the acts or convictions specified herein, through independent research, use of any government resources or by contacting third parties.
- 6.6.2 By submitting a proposal, the bidder certifies that no one convicted under any of the provisions under paragraphs 6.6.2 (a) or (b) is to receive any benefit under a contract arising from this solicitation. In addition, the bidder certifies that except for those offences where a criminal pardon or a record suspension has been obtained or capacities restored by the Governor in Council, neither the bidder nor any of the bidder’s affiliates has ever been convicted of an offence under any of the following provisions:
- (a) [Criminal Code of Canada](#), R.S.C. 1985, c. C-46:
- i. section 121 (Frauds on the government and contractor subscribing to election fund);
 - ii. section 124 (Selling or Purchasing Office);
 - iii. section 380 (Fraud committed against Her Majesty);
 - iv. section 418 (Selling defective stores to Her Majesty);
 - v. section 462.31 (Laundering proceeds of crime);
 - vi. sections 467.11 to 467.13 (Participation in activities of criminal organization);
- (b) [Financial Administration Act](#), R.S.C. 1985, c. F-11:

- i. paragraph 80(1)(d) (False entry, certificate or return);
 - ii. subsection 80(2) (Fraud against Her Majesty);
 - iii. section 154.01 (Fraud against Her Majesty);
 - (c) [Competition Act](#), R.S.C. 1985, c. C-34:
 - i. section 45 (Conspiracies, agreements or arrangements between competitors);
 - ii. section 46 (Foreign directives);
 - iii. section 47 (Bid Rigging);
 - iv. section 49 (Agreements or arrangements of federal financial institutions);
 - v. section 52 (False or misleading representation);
 - vi. section 53 (Deceptive notice of winning a prize);
 - (d) [Income Tax Act](#), R.S.C. 1985, c-1:
 - i. section 239 (False or deceptive statements);
 - (e) [Excise Tax Act](#), R.S.C. 1985, c. E-15:
 - i. section 327 (False or deceptive statements);
 - (f) [Corruption of Foreign Public Officials Act](#), S.C. 1998, c-34:
 - i. section 3 (Bribing a foreign public official);
 - (g) [Controlled Drugs and Substance Act](#), S.C. 1996, c-19:
 - i. section 5 (Trafficking in substance);
 - ii. section 6 (Importing and exporting);
 - iii. section 7 (Production of substance).
- 6.6.3 In circumstances where a criminal pardon or a record suspension has been obtained or capacities restored by the Governor in Council, the bidder must provide with its proposal a certified copy of confirming documentation from an official source. If such documentation has not been received by the time the evaluation of proposals is completed, Elections Canada will inform the bidder of a time frame within which to provide the documentation. Failure to comply will render the proposal non-responsive.
- 6.6.4 Bidders understand that Elections Canada may contract outside of the present solicitation process with a supplier who has been convicted of an offence enumerated under paragraphs 6.6.2 (c) to (g), or with an affiliate who has been convicted of an offence enumerated under paragraphs 6.6.2 (c) to (g), when required to do so by law or legal proceedings, or when Elections Canada considers it necessary to the public interest for reasons which include, but are not limited to:

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

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

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

6.7 Status and Availability of Resources

- 6.7.1 The bidder certifies that, should it be awarded a contract as a result of the RFP, every resource 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 its proposed resources, the bidder acknowledges that Elections Canada may:
- (a) at its sole discretion, either before or after obtaining the name of a replacement in accordance with Section 3.03 of the General Conditions, terminate the Contract for default, pursuant to Article 18 of the General Conditions; or
 - (b) request that the bidder propose, in accordance with Section 3.03 of the General Conditions, a replacement with similar qualifications and experience. In response to such request, the bidder must advise the Contracting Authority of the reason for the substitution.
- 6.7.2 If the bidder has proposed any resource who is not an employee of the bidder, the bidder certifies that it has the permission from that resource to propose their services in relation to the Work to be performed and to submit their résumé to Elections Canada. The bidder must, upon request

from the Contracting Authority, provide a written confirmation, signed by the resource, of the permission given to the bidder and of their availability.

6.8 Education and Experience

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 resource proposed by the bidder for the requirement is capable of performing the Work described in the resulting contract.

6.9 Avoidance of Political Partisanship

6.9.1 The Contractor represents and warrants that:

- a) they/them or its officers and employees who will be responsible for 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) they/them or its officers and employees who will be responsible for the performance of the Work or supervising 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.

6.9.2 Subsection 6.9.1 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.

6.10 Indigenous Commitment

6.10.1 In accordance with the Procurement Strategy for Aboriginal Business (see Article 3.3 of Treasury Board Contracting Policy Notice 1997-6: Procurement Strategy for Aboriginal Business: Guidelines for Buyers/Government Officials), EC hereby promotes socio-economic benefits for Aboriginals through this requirement by requiring bidders to subcontract any part of the Work to Aboriginal businesses and/or employ Aboriginal persons to assist in the performance of any part of the Work under the Contract.

6.10.2 The Bidder:

- (a) certifies that it will enter into subcontracts with Indigenous businesses and/or incur labour costs in connection with Indigenous persons performing any part of the Work under the Contract for

an aggregate value of at least \$75,000 (GST/HST excluded), which Indigenous businesses and Indigenous persons have been identified in response to mandatory criteria M1 of Part 8 – Technical Evaluation Criteria, or if such Indigenous businesses or Indigenous persons are not available to perform the Work as required by Elections Canada, a substitute Indigenous business or Indigenous person, as the case may be, with similar qualifications and experience;

- (b) agrees that any subcontractor it engages under the Contract to satisfy the requirements of Paragraph 6.10.2(a) shall constitute an Indigenous business, as defined below, at the time of entering into such subcontract and throughout the duration of such subcontract;
- (c) agrees that any employee assigned to perform any part of the Work under the Contract to satisfy the requirements of Paragraph 6.10.2 (a) shall be an Indigenous person, as defined below
- d) agrees to provide to Elections Canada, immediately upon request of the Technical Authority, evidence supporting any subcontractor’s and employee’s compliance with the requirements described above;
- (e) agrees to provide representatives of Elections Canada access to the documents referred to Paragraph 6.10.2(d) for audit, who may make copies and take extracts from the evidence. The Bidder must provide all reasonably required facilities for such audits.

6.10.3 By submitting a proposal, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete

6.10.4 For the purposes of this clause,

“Indigenous business” is:

- (a) a band as defined by the Indian Act; a sole proprietorship; a limited company; a co-operative; a partnership or a not-for-profit organization in which Indigenous persons have at least 51 percent ownership and control; or
- (b) a joint venture consisting of two or more Indigenous businesses identified in Paragraph 7.4(a) or an Indigenous business identified in Paragraph 7.4(a) and a non- Indigenous business(es), provided that in the latter case the Indigenous business(es) has at least 51 percent ownership and control of the joint venture,

provided in each case that when an Aboriginal business has six or more full-time employees, at least thirty-three percent of them must be Aboriginal persons.

“Aboriginal person” is an Indian, Metis or Inuit who is ordinarily resident in Canada. Evidence of being an Aboriginal person will consist of such proof as:

- (a) Indian registration in Canada;
- (b) membership in an affiliate of the Metis National Council or the Congress of Aboriginal Peoples, or other recognized Aboriginal organizations in Canada;
- (c) acceptance as an Aboriginal person by an established Aboriginal community in Canada;
- (d) enrollment or entitlement to be enrolled pursuant to a comprehensive land claim agreement

(e) membership or entitlement to membership in a group with an accepted comprehensive claim;

(f) evidence of being resident in Canada includes a provincial or territorial driver's license, a lease or other appropriate document.

"labour costs" shall be computed by multiplying the fixed hourly rate set out in Annex B – Pricing Table to the Contract corresponding to the category of personnel of the Aboriginal person by the number of hours that such Aboriginal person has worked to the performance of the Work

Annex A to Part 6 - Proposal Submission Form

BIDDER INFORMATION	
Full Legal Name	Procurement Business Number (PBN) Refer to Part 2 of the RFP for instructions
Please ensure that the PBN you provide matches the legal name under which you have submitted your proposal. If it does not, the bidder will be determined based on the legal name provided, not based on the PBN, and the bidder will be required to submit the PBN that matches the legal name of the bidder.	

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

SECURITY CLEARANCE LEVEL OF BIDDER	
This information is only required if there is a security requirement listed under Part 6 of the RFP.	
Level:	
Date granted:	
Please ensure that the security clearance matches the legal name of the bidder. If it does not, the security clearance is not valid for the bidder.	

SECURITY CLEARANCE LEVEL OF BIDDER'S RESOURCES	
This information is only required if there is a security requirement listed under Part 6 of the RFP.	
Resource Name	Date of Birth or Security File Number
Are additional resource names provided elsewhere? Yes <input type="checkbox"/> No <input type="checkbox"/>	
If additional rows are required, please include the information on a separate page in your proposal.	

FORMER PUBLIC SERVANTS (FPS)

See the Article in Part 2 of RFP entitled Former Public Servant for a definition of "Former Public Servant"

Is the bidder a FPS in receipt of a pension as defined in the bid solicitation?

Yes No

If yes, provide the following information:

(a) name(s) of FPS;

(b) date of termination of employment or retirement from the Public Service.

Is the Bidder a FPS who received a lump sum payment under the terms of the Work Force Adjustment Directive?

Yes No

If yes, provide the following information:

a) name of FPS;

b) conditions of the lump sum payment incentive;

c) date of termination of employment;

d) amount of lump sum payment;

e) rate of pay on which lump sum payment is based;

f) period of lump sum payment including start date, end date and number of weeks;

g) number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.

JURISDICTION OF CONTRACT

Province or territory in Canada the bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in Part 2 of the RFP)

The bidder, as identified above, offers to sell to the Chief Electoral Officer of Canada, or any person authorized to act on their behalf, the goods and services listed in the solicitation and on any attached sheets at the identified prices and in accordance with the terms and conditions set out in the solicitation.

On behalf of the bidder, by signing below, I confirm that I have read the entire solicitation including the documents incorporated by reference into the solicitation and I certify that:

1. The proposal in response to this solicitation has been executed on behalf of the bidder by a duly authorized officer of the bidder.
2. The bidder considers itself and its proposed resources able to meet all the mandatory requirements described in the solicitation;
3. This proposal is valid for the period requested in the solicitation;
4. All the information provided in the proposal is complete, true and accurate; and
5. If the bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the solicitation.

Signature of Authorized Representative of the Bidder	
Name of Authorized Representative of the Bidder	
Title of Authorized Representative of the Bidder	
Date	

Annex B to Part 6

Federal Contractor's Program for Employment Equity – Certification

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

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

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

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

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

OR

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

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

(a) it is not a joint venture;

OR

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



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

CONTRACT

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

Return one signed copy of the Contract forthwith.

Contractor's Name and Address:

[insert LEGAL NAME of Contractor]
 [insert Contractor's ADDRESS]
Attention: [insert at contract award]
E-mail: [insert at contract award]

Contract No.:
 05005-2021-0078

Title: Strategic Planning and Media Buying	Effective Date: [insert at contract award]
Term of Contract: Effective date until March 31, 2026	Financial Code: [insert at contract award]
Total Estimated Contract Cost (incl. applicable sales tax): [insert at contract award]	Applicable Sales Tax: [insert - \$XX,XXX.XX – tax is not applied to Travel & Living or Other Direct Expenses]

ENQUIRIES & INVOICES

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

Send contract enquiries to:

[insert name at contract award] [insert title] Procurement and Contracting Services	Tel No. [insert at contract award]
	E-mail supplier@elections.ca

Send invoices to:

[insert name at contract award] [insert title at contract award] [insert sector at contract award]	Tel No. [insert at contract award]
	E-mail email@elections.ca

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

[insert LEGAL NAME of Contractor]

(signature of authorized representative)

(print name of authorized representative)

(print title of authorized representative)

Date: _____

Chief Electoral Officer

(signature of authorized representative)

[insert name of delegated authority]

[insert title of delegated authority]
 Procurement and Contracting Services

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Article 1 Interpretation

Section 1.01 Definitions

1.01.01 In the Contract, unless the context otherwise requires:

“Business Day”	means a day other than a Saturday, Sunday or statutory holiday in the province of Quebec;
“Effective Date”	means the date stated as the “Date of the Contract” on the first page of the Contract;
“General Conditions”	means the general conditions for – services, attached hereto as Annex D;
“Initial Term”	has the meaning ascribed to in Section 3.01;
“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; and
“Term”	means the Initial Term and any additional periods resulting from Elections Canada exercising its irrevocable option to extend the period of the Contract provided for in Section 3.02 of the Articles of Agreement.

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,

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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 – Contract Plan and Report Form Template (Parts I and II)
 - Appendix B – Voter Information Campaign
 - Appendix C – Contract Report Template
 - Appendix D – List of CLCA claimant groups
3. Annex B – Pricing Table;
4. Annex C – Supplemental Conditions – *Elections Canada to Own Intellectual Property Rights*;
5. Annex D – General Conditions – *Services*;
6. Annex E – Progress Claim Form Template;
 - Appendix A – Progress Claim Template;
7. Annex F – Phase 1 CPRF [To be inserted at Contract award];
8. Annex G – Fair Price Certification [if applicable]; and
9. the Contractor’s proposal, dated [insert date of proposal at contract award].

Article 2 Statement of Work

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

Article 3 Period of Contract

Section 3.01 Term

3.01.01 The Contract period will be from the Effective Date of the Contract until March 31, 2026 (the “Initial Term”).

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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 another Electoral Event, 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 one (1) year under the same terms and conditions.
- 3.02.02 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 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: 819-
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.

Technical Authority

4.01.04 The Technical Authority for the Contract is:

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[insert at contract award]

Elections Canada

Tel: 819-

E-mail:

- 4.01.05 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.
- 4.01.06 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:

[insert at contract award]

Address:

Tel:

E-mail:

[Note to Bidders]

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

- 5.01.02 The SPOC must liaise with the Contracting Authority and the Technical Authority and will be the first point of contact in terms of:
 - (a) managing any business issues with the Technical Authority and any Contract issues with the Contracting Authority and, in particular, providing guidance, support and coordination relative to requests;
 - (b) managing the day-to-day operational issues and technical requirements and, in particular, providing support and coordination relative to service; and

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- (c) meeting, as required, with Elections Canada on issues relating to this Contract, including, without limiting the generality of the foregoing, to review the performance of the service, suggest improvements and assist in analyzing statistical data.

Article 6 Basis of Payment

Section 6.01 Contract Price

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 services set out in section 8.01 – Management Services of Annex A – SOW, the firm lot price set out in Table A, Item 1 of Annex B – Pricing Table, plus applicable sales tax.
- (b) When a Work Authorization is issued for the services set out in section 9 of Annex A – SOW, Elections Canada will pay the Contractor, for the Management Services rendered for the implementation of such Work Authorization, a management fee calculated by applying the firm percentage set out in Table A, Item 2 of Annex B – Pricing Table to the actual labour costs billed for the Work performed in connection with such Work Authorization.
- (c) When a Work Authorization is issued for the services set out in Section 10 – Other Services to Support EC’s Corporate Programs and Initiatives of Annex A – SOW, Elections Canada will pay the Contractor, for the Management Services rendered for the implementation of such Work Authorization, a management fee calculated by applying the firm percentage set out in Table A, Item 3 of Annex B – Pricing Table, plus applicable sales tax, to the actual labour costs billed for the Work performed in connection with such Work Authorization.

6.01.02 Table B – Cost Guide

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- (a) Elections Canada will pay the Contractor for Work related to the development of the Cost Guide, set out in subsection 8.02.03 – Cost Guide, the firm lot price set out in Table B of Annex B – Pricing Table, plus applicable sales tax.

6.01.03 **Table C – Ceiling Price**

- (a) Elections Canada will pay the Contractor, for the Work set out in subsections 8.02.01 – Media Strategy and 8.02.02 – Media Plan of Annex A – SOW, as well as section 8.05 – Evaluation and Reporting of Annex A – SOW, the actual labour costs, subcontractor costs, and authorized other direct expenses and travel and living expenses reasonably and properly incurred as determined in accordance with subsections 6.01.05 to 6.01.08 up to the ceiling price set out in Table C of Annex B – Pricing Tables, plus applicable sales tax.

- (b) The ceiling price is subject to downward adjustment so as not to exceed the actual charges and costs reasonably incurred in the performance of the Work relating to subsections 8.02.01 – Media Strategy and 8.02.02 – Media Plan of Annex A – SOW, as well as section 8.05 – Evaluation and Reporting of Annex A – SOW, and computed in accordance with Paragraph 6.01.03 (a).

- (c) For greater certainty, the actual labour costs, subcontractor costs and authorized other direct expenses and travel and living expenses referred to in Paragraph 6.01.03(a) may vary from the estimated labour costs, subcontractor costs, other direct expenses and travel and living expenses set out in Table C of Annex B – Pricing Table, so long as the aggregate amount of such costs and expenses does not exceed the total amount of the ceiling price set out in Table C of Annex B – Pricing Table.

6.01.04 **Table E – Estimated Cost for Media Negotiation and Buying Services for VIC or VIC #1 (Section 8.03 of the SOW)**

Elections Canada will pay the Contractor, for the Work set out in section 8.03 of the SOW, the actual labour costs, subcontractor costs, and authorized other direct expenses and travel and living expenses reasonably and properly incurred, as determined in accordance with subsections 6.01.06 to 6.01.08.

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6.01.05 Work Authorization Services

For any of the services referred to in Section 9 and Section 10 of Annex A -SOW and rendered by the Contractor pursuant to a Work Authorization, Elections Canada will pay the Contractor the actual labour costs, subcontractor costs and authorized other direct expenses and travel and living expenses reasonably and properly incurred, as determined in accordance with subsections 6.01.06 to 6.01.08, up to the amount set out in the Work Authorization or the Additional CPRF, as the case may be.

6.01.06 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 D of Annex B – Pricing Table, based on the firm hourly rates set out in Table D of Annex B – Pricing Table.

- (b) The Contractor must not perform Work beyond 7.5 hours in one day unless authorized in advance by the Technical Authority. If authorized, the Contractor shall not be entitled to any premium for any hours worked beyond the 7.5 hours. The hourly rates set out in Table D of Annex B – Pricing Table will apply to such authorized additional hours.

6.01.07 Subcontractor Costs

The Contractor will be reimbursed for the costs incurred by an authorized subcontractor, with no allowance thereon for profit and/or administrative overhead, which have been reasonably and properly incurred in the performance of the Work, provided the Work carried out by the subcontractor is acceptable to the Technical Authority.

6.01.08 Media Costs

- a) The Contractor will be paid an amount not to exceed 50 % of the total estimated Media Costs for a GE Campaign as set out in the Pre-Buy Report.

- b) The balance owing for the Media Costs for such Campaign will be reimbursed upon receipt of a final invoice.

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Section 6.02 Economic Price Adjustment (EPA)

6.02.01 For the period of April 1, 2024 to the end of the Term, the fixed hourly rates set out in the last column of Table D of Annex B (Firm Hourly Rate – April 1, 2023 to March 31, 2024) 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 D 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

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B = Average of the monthly CPI for Canada for the 12 months ending December 31, 2014 = 141.9

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

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

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

- 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.

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6.02.05 The Contracting Authority will provide to the Contractor an updated Table D to Annex B reflecting the adjusted rates. The updated Table D 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 6.02.05 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;
- (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 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 Elections Canada’s obligation with respect to the portion of the Work under the Contract that is performed through a Work Authorizations is limited to the amount set out therein.

6.03.03 Elections Canada’s obligation with respect to the portion of the Work set out in subsections 8.02.01 and 8.02.02, and section 8.05 of the SOW is limited to the amount of the ceiling price set out in Table C of Annex B. The requirements set out in subsections 8.02.01 and 8.02.02, and section 8.05 of the SOW shall be completed in

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accordance with the terms of the Contract and subject to the ceiling price. No additional funds shall be made available.

- 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. If the Contracting Authority approves an amendment to subsections 8.02.01 and 8.02.02, and section 8.05 of the Statement of Work, any increase in the ceiling price will be negotiated between the Contracting Authority and the Contractor, and the additional amount will only cover actual costs. caused by additional work to be performed due to the change in the Statement of Work.
- 6.03.05 With respect to the amount set out in subsection 6.03.01, the Contractor must notify the Contracting Authority in writing as to the adequacy of such amount:
- (a) when it is 75 percent committed, or
 - (b) four months before the Contract expiry date, or
 - (c) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,
- whichever comes first.
- 6.03.06 If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Elections Canada's liability.

Section 6.04 Travel and Living Expenses

- 6.04.01 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

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“travellers,” rather than those referring to “employees”.

6.04.02 All travel must have the prior authorization of the Technical Authority. All payments are subject to audit

6.04.03 Subject to Subsection 6.04.02, the maximum cost of the travel and living expenses is \$_____ [insert at contract award].

Section 6.05 Other Direct Expenses

6.05.01 The Contractor will be reimbursed for the direct expenses reasonably and properly incurred in the performance of the Work. These expenses will be paid at actual cost without mark-up, upon submission of an itemized statement supported by copies of the invoices, receipts and vouchers.

6.05.02 All direct expenses must be approved in advance by the Technical Authority. All payments are subject to audit.

6.05.03 Subject to Subsection 6.05.01, the maximum cost of the direct expenses is \$_____ [insert at contract award].

Section 6.06 Applicable Sales Tax

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

Article 7 Information Reporting

Section 7.01 Form T1204

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

7.01.02 To enable Elections Canada to comply with this requirement, the Contractor must provide

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the following information within 15 calendar days following the award of the Contract:

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

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

Article 8 Payment and Invoices

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

8.01.01 Elections Canada will pay the Contractor on a monthly basis for the period starting on the Effective Date and ending during the month following the polling day of the General Election a pro-rated portion of the management fee set out in Table A, Item 1 of Annex B if the amount claimed is clearly identified on the Progress Claim Form submitted in accordance with Section 8.05.

8.01.02 Elections Canada will pay the Contractor the management fee related to Table A, Items 2 and 3 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 or 3 of Annex B, as the case may be, to the actual labour costs billed for the Work performed in connection with such Work Authorization; and

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- (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 or 3 of Annex B, as the case may be, 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 progress claim;

provided in each case that:

- (a) the amount claimed is clearly identified on the Progress Claim Form submitted in accordance with Section 8.05;
- (b) the Work pursuant to the Work Authorization has been performed and accepted by Elections Canada.

Section 8.02 Method of Payment for Work relating to Ceiling Price (Table C of Annex B)

8.02.01 Elections Canada will make progress payments for that part of the Work relating to Table C of Annex B, no more than once a month, for cost incurred for Work performed during the period covered by the progress claim if:

- (a) an accurate and complete claim for payment using the Progress Claim Form Template set out in Annex E, and any other document required by the Contract have been submitted in accordance with this Article 8 and the section entitled “Invoice Submission” of Annex D – General Conditions – Services;
- (b) the amount claimed is in accordance with the basis of payment;
- (c) the total amount for all progress payments paid by Elections Canada for the Work relating to Table C of Annex B does not exceed the total amount of the ceiling price to be paid under the Contract; and
- (d) all certificates appearing on the Progress Claim Form Template have been signed by the respective authorized representatives.

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8.02.02 Progress payments are interim payments only. Elections Canada may conduct a government audit and interim time and cost verifications and reserves the rights to make adjustments to the Contract from time to time during the performance of the Work. Any overpayment resulting from progress payments or otherwise must be refunded promptly to Elections Canada.

Section 8.03 Method of Payment for Work related to Media Negotiation and Buying Services for VIC or VIC # 1 (Table E of Annex B)

8.03.01 Elections Canada will make progress payments for that part of the Work relating to Table E of Annex B, no more than once a month, for cost incurred for Work performed during the period covered by the progress claim if:

- (a) an accurate and complete claim for payment using the Progress Claim Form Template set out in Annex E, and any other document required by the Contract have been submitted in accordance with this Article 8 and the section entitled “Invoice Submission” of Annex D – General Conditions – *Services*;
- (b) the amount claimed is in accordance with the basis of payment; and
- (c) all certificates appearing on the Progress Claim Form Template have been signed by the respective authorized representatives.
- (d) All certificates appearing on the Progress Claim Form Template have been signed by the respective authorized representatives.

8.03.02 Progress payments are interim payments only. Elections Canada may conduct a government audit and interim time and cost verifications and reserves the rights to make adjustments to the Contract from time to time during the performance of the Work. Any overpayment resulting from progress payments or otherwise must be refunded promptly to Elections Canada.

Section 8.04 Method of Payment for Work Authorizations

8.04.01 For each Work Authorization, Elections Canada will pay the Contractor as follows:

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- (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;
- (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 for that part of the Work in the Work Authorization completed and delivered during the month covered by the progress claim;

provided in each case that:

- (a) an accurate and complete claim for payment using the Progress Claim Form Template set out in Annex E, and any other document required by the Contract have been submitted in accordance with this Article 8 and the section entitled “Invoice Submission” of Annex D – General Conditions – Services;
- (b) all such documents have been verified by Elections Canada; and
- (c) the Work pursuant to the Work Authorization has been performed and accepted by Elections Canada.

Section 8.05 Progress Claims

8.05.01 The Contractor must submit progress claims using the Progress Claim Form Template set out in Annex E in accordance with the section entitled “Invoice Submission” of Annex D – General Conditions – Services and this Article 8 for payments to be issued in accordance with Sections 8.02 and 8.03. Progress claims cannot be submitted until all Work identified in the progress claim is completed.

8.05.02 Each Progress Claim Form must be supported by:

- (a) any documents or progress reports as specified in the Contract to substantiate the Work performed;

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- (b) a copy of the invoices, receipts, and vouchers to support any authorized subcontract costs, travel and living expenses and other direct expenses claimed, if applicable;

- (c) a detailed cost breakdown in the form set out in Appendix A to Annex E indicating:
 - i. the period covered by the progress claim;
 - ii. a description of the tasks performed during the period covered by the progress claim;
 - iii. whether the requirement being billed relates to the Phase 1 CPRF, the Phase 2 CPRF or Work Authorizations;
 - iv. for each task performed, the category of personnel and number of hours worked per day for each resource for which time is being claimed;
 - v. authorized subcontract costs incurred;
 - vi. authorized travel and living expenses incurred;
 - vii. authorized other direct expenses incurred;
 - viii. any portion of the costs claimed during the period covered by the progress claim that results from subcontracts with Indigenous businesses and/or labour costs in connection with Indigenous persons performing any part of the Work under the Contract as further defined in Section 6.10 of Part 6 – Certificates of the RFP.

8.05.03 The original and one copy of each progress claim along with one copy of the supporting documentation referred to in subsection 8.05.02 must be forwarded to the Technical Authority for certification and payment.

Section 8.06 Contract Plan and Report Form

8.06.01 The Contractor must update and submit the Phase 1 CPRF with each progress claim submitted for payment relating to Work set out in Sections 8.02 – Strategic Planning Services and 8.05 – Evaluation and Reporting of the SOW.

8.06.02 The Contractor must update and submit the Phase 2 CPRF with each progress claim submitted for payment relating to work set out in Section 8.01 – Management Services of the SOW.

8.06.03 In cases where the Technical Authority has requested an Additional CPRF for Work set out in a Work Authorization, the Contractor must update and submit such Additional

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CPRF with each progress claim submitted for payment relating to such Work.

Article 9 Elections Canada Facilities and Personnel

Section 9.01 Access to the Location of the Work

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

Section 9.02 Access to Personnel

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

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

Article 10 Security Requirement

10.01.01 There is no security requirement applicable to this Contract.

Article 11 Insurance

Section 11.01 Insurance

11.01.01 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 12 Work Authorization

12.01.01 When the Technical Authority requests Work to be performed in accordance with Articles 9 or 10 of the SOW, it shall provide the Contractor with a description of the requirement, the start date and the required completion date.

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- 12.01.02 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 points:
- (a) if the Contractor is of the view that it cannot complete the Work within the timeframe proposed by the Technical Authority, a revised schedule;
 - (b) a breakdown of the estimated costs which must be computed using the fixed hourly rates set out in Table D of Annex B, to complete the proposed Work within the proposed schedule;
 - (c) if requested by the Technical Authority in accordance with Article 12 of the SOW, an Additional CPRF.
- 12.01.03 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”).
- 12.01.04 All communications between the Technical Authority and the Contractor related to this section will be done by e-mail between the SPOC and the Technical Authority or their authorized representatives.

Article 13 Applicable Laws

Section 13.01 Applicable Laws

[Note to Bidders and Contracting Authority]

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

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

Article 14 Certificates

Section 14.01 Certificates

- 14.01.01 Compliance with the certifications provided by the Contractor in its proposal (the “Certificates”) is a condition of the Contract and subject to verification by Elections Canada during the Term. If the Contractor does not comply with any certification or it

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is determined that any certification made by the Contractor in the Certificates is untrue, whether made knowingly or unknowingly, Elections Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

Section 14.02 Federal Contractors Program

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

[Note to Bidders]

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

Section 14.03 Proactive Disclosure of Contracts with Former Public Servants

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

[Note to Bidders]

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

Section 14.04 Fair Price Certification

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

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Article 15 Foreign Nationals

[Note to Bidders]

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

OPTION 1

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

OPTION 2

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

Article 16 Contractor’s Resources

Section 16.01 Replacement of Specified Individuals

16.01.01 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

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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 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 16.01.01 (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 15.01.01(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.

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

Article 17 Access to Information

17.01.01 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

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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 18 Joint Venture

Section 18.01 Joint Venture Contractor

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

[Insert at contract award]

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

- i. _____ 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.

18.01.02 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.

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

18.01.04 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.

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

Article 19 Media Requests

19.01.01 During the Term of the Contract and thereafter, the Contractor shall inform in writing the Contracting Authority at least five Business Days prior to commenting publicly or interacting with the media in connection with the Contract or with the Work performed under the Contract and shall inform the Contracting Authority in writing as soon as reasonably possible of any media requests related to the Contract or to the Work performed under the Contract. The Commissioner, at their discretion, will participate and/or provide input to the communication, the public event or public release, but will not unreasonably delay any such activities

Article 20 Avoidance of Political Partisanship

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.

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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.



Strategic Planning and Media Buying

ANNEX A

Statement of Work (SOW)

PART I – INTERPRETATION

1. DEFINITIONS

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

Advertising Products means any material developed or produced based on approved concept in any form or medium and distributed through the media channels identified in subsection 8.04

Campaign means a national multimedia advertising campaign for a general election, also called the Voter Information Campaign

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

CEO means the Chief Electoral Officer of Canada

CLCA means the Comprehensive Land Claims Agreements, which are modern treaties that have the force of law and are protected by the Canadian Constitution

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

Cost Guide has the meaning ascribed to it in subsection 8.02.03

Creative Agency means the firm who will be responsible to carry out the creative development and production services for EC's advertising requirements.

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

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

Election Day means the date for voting in an Electoral Event

Election Personnel	means any individuals working for or on behalf of EC, EC staff and EC contractors, excluding the Contractor, for the purposes of this Contract
Electoral Event	means a general election, by-election or federally organized referendum. The CEA states that an Electoral Event must last a minimum of 37 days. For the purpose of this SOW, an Electoral Event commences when the writ is issued and concludes on Election Day
Final Material	means the Creative Mock-up developed, transformed and adapted into a final format that, from a technical standpoint, is ready to be launched, broadcast or printed
Management Services	means the services described in Section 8.01
Media Plan	has the meaning ascribed to it in subsection 8.02.02
Media Strategy	has the meaning ascribed to it in subsection 8.02.01
Post-buy Report	has the meaning ascribed to it in subsection 8.05.05
Pre-buy Report	has the meaning ascribed to it in subsection 8.03
Traffic Instructions	means the list of media suppliers that will be publishing the Advertising Products for a campaign, the production specifications prescribed by each media supplier, the deadlines by which the Advertising Products must be delivered to each media supplier and the contact and distribution information of each media supplier
Phase 1 CPRF	means the Contract Plan and Report Form, submitted with the Contractor's proposal and attached as Annex C to the Contract, which identifies the tasks, time schedule and detailed cost estimate to carry out the Work set out in Sections 8.02, 8.03 and 8.05, as updated from time to time, in accordance with Section 12.01
Phase 2 CPRF	means the Contract Plan and Report Form, in the form attached as Appendix A or another format acceptable to the Technical Authority, prepared in accordance with Section 12.02

VIC	means Voter Information Campaign
VIC Communications Strategy	means the communications strategy developed by EC for the Voter Information Campaign, which focuses on providing information to electors for a general election and proposes actions to address electors' information needs.

2. APPENDICES

- a) Appendix A – Contract Plan and Report Form Template (Parts I and II)
- b) Appendix B – Voter Information Campaign
- c) Appendix C – Contract Report Template
- d) Appendix D – Comprehensive Land Claim Agreement Claimant Groups

3. EC MANDATE

3.01 EC, headed by the CEO, an agent of Parliament, is an independent, non-partisan agency with unique organizational features that reports directly to Parliament. EC exercises general direction and supervision over the conduct of elections and referendums at the federal level. Its mandate is to:

- a) be prepared to conduct a federal general election, by-election or referendum;
- b) administer the political financing provisions of the CEA;
- c) monitor compliance with electoral legislation;
- d) conduct public information campaigns on voter registration, voting and becoming a candidate;
- e) conduct education programs for students on the electoral process;
- f) provide support to the independent commissions in charge of adjusting the boundaries of federal electoral districts following each decennial census;
- g) carry out studies on alternative voting methods and, with the approval of parliamentarians, test alternative voting processes for future use during electoral events; and
- h) provide assistance and cooperation in electoral matters to electoral agencies in other countries or to international organizations.

4. INTRODUCTION

4.01 EC requires professional media strategy and planning, media negotiation and buying services, ad trafficking and reporting to deliver national and regional advertising

campaigns related to other Electoral Events or specific corporate programs and activities of EC.

PART II – OVERVIEW

5. PROJECT BACKGROUND

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

5.02 In accordance with section 18(1.1) of the CEA, the CEO 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 Campaign falls within such authority.

5.03 A key component of the VIC, for possibly the 45th general election or a subsequent general election, is the development of a renewed creative approach, to be developed by the Creative Agency. The strategic approach to be developed for that Campaign will be undertaken by the Contractor.

6. REQUIREMENT

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

- a) as and when requested by the Technical Authority, media strategy and planning, media negotiation and buying services, ad trafficking and reporting to deliver Campaigns;
- b) as and when requested by the Technical Authority and in accordance with a Work Authorization, media strategy and planning, media negotiation and buying services, ad trafficking and reporting to deliver national and regional advertising campaigns related to other Electoral Events or specific corporate programs and activities of EC; and
- c) as and when requested by the Technical Authority, advice related to media trends and media-related issues.

6.01.02 The Contractor shall play a unique strategic role and must:

- a) establish strong relationships among the Contractor, the Technical Authority and the Creative Agency to ensure common understanding of roles,

- responsibilities and objectives so that EC advertising activities can be executed seamlessly and any emerging challenges are addressed promptly;
- b) provide optimal accountability and transparency for all EC media placements through documented and integrated systems and processes, supported by industry standards and accreditations, optimize value for EC to ensure activities and related budgets are accounted for in support of EC priorities and relevant legislation, policy, procedures and standards. This includes, but is not limited to, the establishment and maintenance of the following core standards:
 - c) act as one voice with media suppliers, on behalf of EC, and leverage the collective volume of EC advertising budgets to ensure optimal value;
 - d) provide national, regional, rural, community-based, ethnic and Indigenous expertise and capacity, for all forms of media, currently known and that may emerge;
 - i. the Contractor must have appropriate resources and quality assurance to ensure consistent service levels at all times, including throughout periods of low and high activity, for special requirements or circumstances, urgent requests requiring same-day turnaround or in the event of short lead time and to cancel or postpone EC media placements.
 - e) stay abreast of media consumption trends and apply in-depth knowledge of media market conditions, integrating current industry research to provide insights and effective recommendations on media strategies;
 - i. the Contractor must have subscriptions to the following industry resources, at minimum: Numeris, Canadian Out-of-Home Marketing and Measurement Bureau (COMMB), Vividata and Comscore.
 - f) have one resource, at minimum, with a valid certification in Search Engine Marketing (SEM) Google Ads.

7. OBJECTIVE

- 7.01.01 The objective of advertising campaigns for general elections and other Electoral Events is to inform and educate electors through a variety of media about the procedures for registration and voting in a safe fashion, and 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 target groups or geographic regions.
- 7.01.02 Campaigns related to other EC corporate programs or initiatives have various objectives, ranging from providing teachers with learning resources and student-

friendly information about elections in Canada; recruiting Returning Officers, who are responsible for the delivery of federal elections in their ridings; to encouraging Canadians to check boxes on their T1 tax form, allowing CRA to share basic information with EC, ensuring that they are registered to vote.

7.01.03 Develop strategic approaches and media planning and provide negotiation, buying, trafficking, and evaluation and reporting services.

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

7.02 Outreach Target Groups

7.02.01 The Campaign development must take into consideration the needs and requirements of EC's outreach target groups, which include youth, Indigenous and ethnocultural electors, people with disabilities and electors living in remote communities. In some campaigns, older electors are also among our target groups.

PART III – SCOPE OF WORK

8. SERVICES

8.01 Management Services

8.01.01 Account Management and Coordination

The Contractor shall provide the following account management and coordination services in connection with the delivery of Campaigns:

- 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 Section 8.05;
- c) prepare and update the Phase 1 CPRF, Phase 2 CPRF and any additional CPRF(s) in accordance with Section 12;
- d) track the milestones and deliverables against what has been set out in the Phase 1 CPRF, Phase 2 CPRF and any additional CPRF(s), and document the process used to conduct such tracking;
- e) document internal processes for financial controls in managing the budget and monitor labour costs for the Work;

- f) identify and manage project dependencies and critical path, and establish contingency plans, as requested;
- g) ensure timely communication between the Contractor and the Technical Authority;
- h) for any part of the Work that is subject to the Technical Authority's approval, ensure that such approval has been sought;
- i) attend and participate in briefings, 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;
- j) 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 C, and submit it to the Technical Authority within two business days of the occurrence of such conference call or meeting; and
- k) coordinate the service requirements received from the Technical Authority in accordance with Section 8.02 and prepare and deliver cost estimates related thereto.

8.02 Strategic Planning Services

8.02.01 Media Strategy

- a) Within 21 calendar days of the Effective Date, the Contractor and the Technical Authority shall meet to discuss the Campaign ("Debrief");
- b) As and when requested by the Technical Authority and upon approval of the Phase 1 CPRF in accordance with subsection 12.01.03, based on the VIC Communications Strategy and the Debrief, the Contractor shall develop a media strategy for the Campaign, which, at a minimum, shall include the following key components:
 - i. operational context;
 - ii. Campaign scope;
 - iii. advertising and marketing objectives;
 - iv. environmental analysis;
 - v. strategic considerations and options on how to address them;

- vi. target audiences and demographics;
 - vii. language selection for Indigenous and ethnocultural audiences;
 - viii. general key messages;
 - ix. key messages aimed at various target audiences, such as Indigenous and ethnocultural audiences, to support special initiatives, if applicable;
 - x. risk assessment and mitigation strategies;
 - xi. recommendation for research to be conducted on industry trends and target market analysis, as required;
 - xii. overview of the proposed media channels that will be used to disseminate the Campaign;
 - xiii. timelines and key deliverables;
 - xiv. financial resources requirements; and
 - xv. project tracking and reporting;
- collectively, the “Media Strategy.”
- c) The Contractor must submit a draft of the Media Strategy to the Technical Authority by the completion date set out in the CPRF;
 - d) At the request of the Technical Authority, based on the recommendations contained in the draft Media Strategy, the Contractor shall provide secondary research and analysis data to support and/or modify the Media Strategy;
 - e) The Technical Authority shall have 30 calendar days from the date of receipt of the draft Media Strategy to review it and provide comments, if any, to the Contractor; and
 - f) The Contractor shall submit the final Media Strategy to the Technical Authority by the completion date set out in item 3 c) of the Timeline, addressing and incorporating the comments provided by the Technical Authority.

8.02.02 Media Plan

- a) The Contractor shall develop a Media Plan, which responds to the objectives set out in the Media Strategy and identifies the following components:
 - i. the media types;
 - ii. ad formats;
 - iii. the media weight;

- iv. reach and frequency;
 - v. media properties (for SEM, this may include ad groups, text ads, site links and positive and negative keywords);
 - vi. the cost per media type; and
 - vii. the total estimated budget and the distribution dates for the Campaign; collectively, the “Media Plan.”
- b) In preparing the Media Plan, the Contactor shall consider all traditional and non-traditional media channels for the general public and Indigenous and ethnocultural audiences, including minority-language communities.
 - c) In preparing the Media Plan, the Contractor shall arrange a meeting with the Technical Authority to discuss the following:
 - i. the use of new and emerging media and methods of execution; and
 - ii. the information related to industry trends.
 - d) The Contractor shall provide an initial draft of the Media Plan to the Technical Authority by the completion date set out in the approved CPRF.
 - e) The Technical Authority shall review the draft Media Plan and provide comments, if any, to the Contractor by the completion date set out in the approved CPRF.
 - f) The Contractor shall submit the final Media Plan to the Technical Authority by the completion date set out in the approved CPRF; the Media Plan shall address and incorporate the comments provided by the Technical Authority. The Media Plan may need to be updated based on changing political and media environments.

8.02.03 Cost Guide

- a) 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 (common formats, 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”);

- b) The Cost Guide shall present the information outlined in subsection 8.02.02 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 Indigenous media as well as ethnocultural media for specific languages identified in the Media Strategy;
- c) 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;
- d) The Contractor shall contact the CLCA claimant groups listed in Appendix D 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.
- e) 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;
- f) The Technical Authority shall have up to seven calendar days from the date of receipt of the draft selection criteria to review them 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;
- g) The Contractor shall prepare or 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, with all pertinent information and any other updates requested by the Technical Authority within 90 calendar days of the date that the request is made;
- h) 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.

8.03 Media Negotiation and Buying Services

- a) The Contractor is responsible for the media negotiation and media buys across all media types and platforms based on the approved Media Plan and ensuring brand safety, best price and positioning as well as optimal value and results for EC's Campaign;
- b) The Contractor shall provide a copy of the Media Plan to the Creative Agency for the creative development of the Advertising Products;
- c) The services set out in this Section 8.03 are provided as and when requested by the Technical Authority upon the Technical Authority issuing a Media Plan for a General Election;
- d) Upon receiving the approval of the Media Plan, the Contractor shall:
 - i. 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;
 - ii. 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. In the case of a minority government, booking cannot be made before an election is called. The Contractor shall not be reimbursed for any Media Costs incurred prior to receiving the Technical Authority's approval;
 - iii. submit a pre-buy report to the Technical Authority for approval, which shall identify, for each mainstream, ethnocultural and Indigenous media placement:
 - a. the negotiated price for each booking associated with the name of the relevant media supplier, the booking date and the deadline by which the advertising products must be delivered to each media supplier; and
 - b. the total cost of bookings compiled by media channel (collectively the "pre-buy Report").

- iv. upon receipt of the Technical Authority's approval of the pre-writ to proceed with the media placement, the Contractor shall finalize the media placement in accordance with the approved Pre-buy Report.
- e) When negotiating with media suppliers, if the Contractor:
 - i. is not able to obtain media coverage that corresponds to the parameters of the Media Plan, and/or
 - ii. becomes aware of new media opportunities that were not identified in the Media Plan, but that have been proposed by media suppliers,it shall inform the Technical Authority's approval of the Pre-buy Report.
- f) The Contractor shall finalize the media placement in accordance with the approved Pre-buy Report and, if any changes have been made to the Media Plan, with the rationale for the change. The Technical Authority shall, at its entire discretion, determine whether to accept the changes proposed by the Contractor.
- g) 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.
- h) 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 negotiate compensation or make-goods if contracted value is not achieved.
- i) 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 8.03 within 24 hours of receiving the approval from the Technical Authority.

8.04 Trafficking

The Contractor shall provide to the Creative Agency all Traffic Instructions. More specifically, roles and responsibilities will be the following:

- 8.04.01 Broadcast: The Contractor will issue a list of purchased stations to the Creative Agency. The Contractor will coordinate with the Creative Agency to complete the

traffic instructions – that is, creative material titles, codes, telecaster numbers and rotation information (if more than one creative) – and will send these to the stations. It is the Creative Agency’s responsibility to obtain the telecaster number and other necessary approvals. The Creative Agency will provide the broadcast files to the distribution house of their choosing, which will send the material to the stations. These costs will be assumed by the Creative Agency under its production budget.

8.04.02 Print and out-of-home media: The Contractor will supply links to media suppliers’ technical specifications for creative production; they will also be included in Media Plans, along with material delivery dates. The Contractor will communicate with the Creative Agency to obtain creative material titles, codes and creative rotation, if any, and indicate the information on insertion orders. The Creative Agency will send out the material.

8.04.03 All other media (except Internet): The Contractor will supply links to the suppliers’ technical specifications on the list of contact information for suppliers (as no cost guide exists for these media). This information will also be indicated in Media Plans, along with material delivery dates. The Contractor will send instructions to the suppliers based on creative information provided by the Creative Agency (i.e. creative material titles, codes, rotation information). The Creative Agency will send out the material.

8.04.04 Internet (display): The Creative Agency will send the creative material to the Contractor, which will traffic the material through the Advertising Technology Partner’s ad server, or through the media suppliers’ ad server, and ensure appropriate tracking set-up.

8.04.05 In the event that the Creative Agency is not able to submit the Advertising Products to a media supplier by the deadline set out in the Traffic Instructions, the Creative Agency must inform the Contractor so that they can inform the media supplier immediately and make an alternative arrangement for the submission of the Advertising Products. If the Contractor is not able to make such alternative arrangements, it must inform the Technical Authority immediately.

8.05 Evaluation and Reporting

8.05.01 The Contractor shall collect, analyze and interpret data across all target touch-points to aggregate into reports and help demonstrate that EC advertising activities are meeting planned objectives, that issues and opportunities are addressed and that insights are considered.

- 8.05.02 The Contractor shall analyze, interpret and provide feedback on media buy reports and data from web analytics, social media platforms, as well as other platforms accessible to the Contractor, to assess the execution of media strategies and plans against planned objectives, advise on delivery and performance, and provide recommendations to optimize campaigns and achieve optimal results and value.
- 8.05.03 The Contractor shall submit to EC within two months of polling day for a general election and 30 days after the end of any other campaign, a report on the Campaign delivery and performance execution of all media buys against planned objectives and key performance indicators. The report shall contain the following elements:
- a) general overview of the Campaign, including:
 - i. situation analysis;
 - ii. Campaign objectives;
 - iii. Media Strategy;
 - iv. Media Plan;
 - v. various indicators such as reach, frequency and impressions; and
 - vi. summary of activities (including any activities or initiatives carried out under subsection 6.01.01) before and during the General Election;
 - b) budget, including:
 - i. estimated budget versus actual spending; and
 - ii. an explanation for any changes to budget;
 - c) summary of evaluation process, including:
 - i. background, objectives and methodology;
 - ii. elements measured (i.e. processes, communications, etc.); and
 - iii. results; and
 - d) recommendations for the next general election campaign.
- 8.05.04 For each Campaign that involves digital advertising, the Contractor shall monitor the trafficking of EC's digital and social advertising and submit a report to the Technical Authority. The report shall contain the following elements, as applicable:
- a) key performance indicators related to the platform, such as engagement rates (views, likes, shares, comments, etc.), observations and recommendations for future media planning of digital and social advertising;

- b) planned impressions;
 - c) planned clicks;
 - d) delivered impressions;
 - e) delivery index (Impressions);
 - f) delivered clicks;
 - g) delivery index (clicks);
 - h) click-through-rate percentage;
 - i) average cost per click; and
 - j) any other information that the Contractor deems relevant to EC's digital advertising.
- 8.05.05 For each Campaign, within 180 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");
 - 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.
- 8.05.06 EC shall conduct an independent evaluation of the Campaign for a General Election following polling day(s), using both a qualitative and a 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 and material that it requires to complete the independent evaluation. EC shall brief the Contractor on the results of such evaluation.
- 8.05.07 No later than March 15 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 31

of that same year. The report shall be broken down by campaign and shall include a cumulative total by media channel for all media placements conducted during the relevant year as well as a projection of the media placements to be conducted from March 15 to March 31 of that same year.

9. SERVICES RELATED TO OTHER ELECTORAL EVENTS, EC'S CORPORATE PROGRAMS AND INITIATIVES

9.01 As and when requested by the Technical Authority and in accordance with a Work Authorization, the Contractor shall provide any services set out in Sections 8.01 through 8.05 to deliver advertising campaigns related to federal by-elections, recruitment or any of EC's corporate programs and initiatives.

9.01 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 Sections 8.02 and 8.03 within 24 hours' notice.

10. OTHER SERVICES TO SUPPORT EC'S CORPORATE PROGRAMS AND INITIATIVES

10.01 As and when requested by the Technical Authority, the Contractor shall provide advice, recommendations, material or training on various media-related topics or platforms, which include but are not limited to:

- a) current and emerging advertising media issues and industry development that may impact and/or enhance EC media planning;
- b) use of new and emerging media, platforms and methods of execution and current issues and trends in the media industry and the media landscape;
- c) documentation developed by EC, such as draft implementation plans, project plans, presentations, statistics and dashboard reports; and
- d) certain risks and considerations identified by EC.

10.02 As and when requested by the Technical Authority and in accordance with a Work Authorization, the Contractor shall provide services to implement promotional activities related to any of EC's corporate programs and initiatives.

11. MEETINGS

11.01 In addition to what has been specifically provided elsewhere in this SOW, as and when requested by the Technical Authority, the Contractor shall participate in conference calls, virtual meetings or meetings to be held at ECHQ or at any other

location determined by the Technical Authority, as required. Whenever possible, EC shall provide five calendar days' advance written notice of such calls or meetings.

12. REPORTING

12.01 Contract Plan and Report Form 1 (CPRF 1)

12.01.01 Within 21 calendar days of the Start Date of the Contract, the Contractor and the Technical Authority must meet to discuss the Phase 1 CPRF.

12.01.02 The Contractor shall submit the Phase 1 CPRF to reflect discussions and timelines to the Technical Authority for approval within 14 calendar days.

12.01.03 The Contractor shall update the Phase 1 CPRF on a monthly basis throughout the Term to reflect any deviations from the Phase 1 CPRF initially approved by the Technical Authority. The Contractor shall submit by email the updated Phase 1 CPRF to the Technical Authority, along with explanations for any scheduling delays or budget overruns, within five calendar days following the last day of each month for approval.

12.02 Contract Plan and Report Form 2 (CPRF 2)

12.02.01 The Contractor shall prepare a Phase 2 CPRF, which, at a minimum, shall outline the following components:

- a) a list of tasks to be performed to carry out the Work set out in Sections 8.02 and 8.03;
- b) the duration of each task;
- c) an estimate of the costs to complete each task;
- d) a breakdown of the estimated costs to complete each task, by identifying:
 - i. each category of personnel performing the task, the estimated level of effort and the fixed hourly rates set out in Annex A to Part 8;
 - ii. any other direct expenses.

12.02.02 The Contractor shall submit a draft of the Phase 2 CPRF to the Technical Authority, as identified in Section 13.

12.02.03 The Technical Authority shall review the draft Phase 2 CPRF and provide comments, if any, to the Contractor. The Technical Authority will use the pricing table found in Table D of Annex A of the Contractor's proposal.

12.02.04 The Contractor shall revise the Phase 2 CPRF to reflect such comments and submit the final version to the Technical Authority for approval, as identified in Section 13.

- 12.02.05 The Phase 2 CPRF shall be updated in the manner set out in subsection 12.01.03.
- 12.02.06 The Technical Authority may request an additional CPRF whenever a Work Authorization is issued in accordance with Section 9 or 10 for a requirement expected to have a duration that exceeds two months or if the complexity is such that the Technical Authority deems that an additional CPRF is warranted.
- 12.02.07 Each additional CPRF shall be subject to the same terms and conditions as the Phase 2 CPRF.

13. TIMELINE

	Milestone Activity for the 45th General Election	Timeline
1	Contractor debrief with EC a) Meeting to discuss upcoming campaigns and anticipated timelines	Within 21 calendar days of Start Date
2	Phase 1 and 2 CPRFs for Campaign a) First draft provided to Technical Authority b) Comments from Technical Authority provided to Contractor c) Final Phase 1 and 2 CPRFs to Technical Authority	2 weeks
3	Development of Media Strategy (Section 8.02) a) First draft provided to Technical Authority b) Comments from Technical Authority provided to Contractor c) Final copy to Technical Authority	2 months
4	Development of Media Plan (Section 8.03) a) First draft provided to Technical Authority b) Comments from Technical Authority provided to Contractor c) Final copy to Technical Authority	2 months
5	Distribution of Advertising Products to media suppliers (Section 8.04.04)	Period of electoral event – minimum 36 days and maximum 50 days between issue of writ and polling day
6	Report on Campaign delivery and performance	Two months after polling day

PART IV – PARAMETERS

14. OFFICIAL LANGUAGES

14.01 The Media Strategy and Planning developed by the Contractor shall include Advertising Products in English and French. Indigenous and ethnic languages shall be considered as well if one of the objectives is to reach all Canadians.

14.02 The Contractor must provide services in English and French, as required.



Strategic Planning and Media Buying

APPENDIX B to ANNEX A – SOW

Background

To ensure that Canadians can exercise their democratic right to vote, Elections Canada (EC) conducts public education and information campaigns before and during general elections (GEs) to ensure that Canadians know when, where and ways to register and vote.

The program helps to fulfill the 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 scope of the VIC consists of:

- A multimedia national campaign that includes radio and television spots; print, digital and social media ads; and out-of-home media.
- A supporting campaign featuring the public health measures taken for both electors and workers and providing the updated service offering to register and vote.
- A recruitment component to encourage Canadians to “Work at an election.”
- A direct-mail campaign that includes the voter information card and the guide to the federal election.
- A GE website.
- Organic and promoted content shared on EC’s social media accounts.
- Communications products that are part of the community relations officer’s toolkit.
- Communications products (e.g. handbooks, infographics and educational videos) for stakeholders and interveners representing priority groups.
- On-the-ground, cross-country media relations in support of common messaging.
- The Public Enquiries Unit operating seven days a week.
- Signage at polling locations (excluding wayfinding).

The VIC strategy focuses on four areas: registration; when, where and ways to vote; ID requirements; and EC as the trusted source of information on voting.

The VIC is delivered in four phases, based on important dates, themes and activities in the electoral calendar:

Phase 1: Registration

Remind electors (Canadian citizens at least 18 years old) that they can check whether they are registered, update their address information and/or register to vote by using the Online Voter Registration Service, visiting their local EC office or calling EC at 1-800-463-6868.

Phase 2: Voter Information Card

Inform electors that if they are registered to vote, they should receive a voter information card in the mail, telling them where and when they can vote in the federal election. Also advise electors to contact EC if they did not receive a card or if it contains incorrect information.

Phase 3: Early Voting Options

Inform electors of the different options they have to vote in the federal election: at their assigned polling station on election day or on advance polling days, at any local EC office across Canada or by mail.

Phase 4: Election Day

Remind electors of the date of the election, the opening hours of polling stations, that they can still register at their polling station on election day and to bring accepted ID when they go to vote.

VIC 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 election day approaches. In the calendar, activities peak ahead of the advance polls, before the deadlines to vote by the Special Voting Rules and immediately before and on election day.

The results of the last VIC indicate that it was successful and met the set objectives. The VIC report for the 43rd GE indicates that 95% of respondents were satisfied with the information they received on the voting process, 96% felt informed about when to vote, 97% of electors were aware of the ID requirements, 91% were aware of the need to provide proof of address and 81% recalled seeing an ad or a communications piece.

Clearly, the VIC succeeds in delivering information to the vast majority of electors. However, there remain a few hard-to-reach population segments that require increased attention during the VIC, particularly young and/or first-time voters, new Canadians and Indigenous electors.

Environmental Analysis

COVID-19

The evolution of the COVID-19 pandemic continues to cause significant uncertainty when it comes to EC's planning efforts. As such, the agency will be forced to assume that public health restrictions could impact future electoral periods beyond the 44th general election. In Canadian

jurisdictions where elections were held during the pandemic, voter behaviour suggests that, in the future, electors may want to vote earlier in the election period using various voting options.

Political Environment

The 2020 US election—and the debates in various jurisdictions around the world—have forced social media companies to adapt their policies on sharing content about elections. In addition, EC has observed that American narratives influence the activities of Canadians on social media. EC must clearly communicate about our electoral system and reassure electors that safeguards are in place to ensure the integrity of the voting process.

Media Environment

Federal elections generate significant media coverage of both the politics and administration of these events. Issues related to inaccurate information, cybersecurity, public health measures, and the larger number of electors voting by mail could generate media attention during the next election and beyond.

Advertising Landscape

The advertising landscape has changed significantly since the 43rd general election due to COVID-19 and the political climate surrounding disinformation. It is expected that this landscape will continue to evolve. While it is unknown what it will look like for future elections, EC will be prepared to adapt accordingly.

Objectives

Our objective is to enhance the efficiency of the VIC and to deliver an engaging, cohesive, multimedia communications and information campaign to all electors about when, where and ways to vote using a series of products that reflect a consistent message and tone, in simple language and with a common look and feel.

It is imperative that Canadian electors – including specific elector groups who face barriers to voting – will have access to clear, credible, relevant and engaging information about the electoral process and the ways they can exercise their democratic right to vote and participate in the federal election. The information will be available from a trusted source, at the right time and tailored to electors' profiles and media-consumption habits.

Expectations

Building on elements of the VIC'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 channels, is cost-effective while maintaining its desired reach and is comprehensive and easily accessible to all electors. The VIC enhancements focus on four key goals:

1. Consistent Branding Across All Program Elements – Common Look and Feel

Communications products and the user environments should be designed to be practical for all audiences by offering maximum flexibility, benefits and ease. Creatives must be adaptable and suitable for dissemination using a wide variety of media channels, such as print and broadcast media, out-of-home venues and digital and social media platforms. Consistently using a cohesive design, simple messaging and plain language will address concerns raised by groups that have experienced barriers. One common look will be applied across all program elements, and a review of all program materials will be completed. Visuals, messages, terminology and formats will be aligned in all products for increased recall and retention. This will include the election 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 that takes 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 in both English and French as well as a variety of heritage and Indigenous languages, and they will be adapted to target audiences using a media mix appropriate to the type of messaging for each medium. The preliminary types of messaging are outlined below:

- Where, when and ways to register and vote
- Working at an election
- Positioning EC as the trusted source of information for election information
- New service offerings, as applicable

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

New and future service enhancements for electors will have an impact on how, when, what and where information will be needed to promote EC's services through supportive messaging.

The VIC must remain non-partisan in every way and avoid any possible perceptions of being partisan.

3. Renewed Creative Advertising Concepts

The agency's creative advertising firm will be tasked with reviewing the existing creative, taking into consideration the current operating context, the established communications strategy and the messaging matrix, with the goal of developing a renewed creative approach. The resulting creative concepts may combine elements of information and engagement, depending on the target audience and the particular message being conveyed. This result will be further explored as part of the research and planning phase of the project, which will include testing in focus and/or discussion groups to confirm what resonates with electors.

4. A Multimedia Advertising Plan

The agency's strategic planning and media buying firm will be tasked with developing a strategic approach and multimedia advertising plan that supports the communications strategy. The plan must include radio and television spots; print, digital and social media ads; and out-of-home media. In recent years, EC has adopted a digital-first approach in order to be successful in attracting attention and meeting the needs of electors for immediate information satisfaction.

Target Audiences

A modern, multilayered VIC needs to prioritize the delivery of basic information to the general public, 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 electors who experience barriers. Information barriers are cited as one of the reasons that some electors are prevented from exercising their right to vote, particularly youth, Indigenous electors and electors with disabilities.

It is important that the VIC find the right balance so that it fulfills the basic information needs of mainstream electors as well as those of specific elector groups who are known to have lower levels of awareness of when, where and ways to register and vote. These needs will be fleshed out in the development of the communications and media strategies.

Primary Audience

- General population – 26.8 million
- Youth (18–24 years of age) – 7.4 million

Secondary Audience

- Indigenous electors – 1.4 million
- Electors with disabilities – 3.8 million
- New Canadians – 1.6 million
- Canadians living abroad – 2.0 million, including 55,000 registered electors
- Circumstantial non-voters – 3.0 million

Expected Results

- Maintain or increase the level of awareness among the general population about when, where and ways to register and vote.
- Increase the level of satisfaction with the information received about the voting process among youth and targeted groups, who face barriers to exercising their democratic right to vote. (The VIC report on the 43rd GE stated that the level of satisfaction among Indigenous electors was 59%; among students, 56%; and among electors with disabilities, 67%).
- Depending on the environment for future elections, provide information on the public health measures in place and how to register and cast a vote safely.
- Maintain awareness of the need to be registered to vote. (The 2019 pre-election survey showed that 74% of electors were aware of this.)
- Increase awareness of early voting options, including voting at a local EC office. (In 2019, 71% of electors knew that they could vote at the advance polls, but only 23% were aware that they could vote by mail.)
- Reach, and hire, the appropriate number of poll workers with the support of a recruitment campaign.
- Position EC as the authoritative source of information on registration and voting. (The 2019 report on the 43rd GE showed that 62% of the population knew that EC was responsible for information on the voting process.)
- Reach strategic priority target audiences (groups of eligible electors who face barriers or have traditionally lower voter turnout rates), and raise awareness about the importance of democratic participation and ways to participate in the federal election.
- Help reinforce EC's reputation and trust in democracy.

APPENDIX C to ANNEX A - SOW

AGENCY CONTACT REPORT

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 D

List of Comprehensive Land Claim Agreement (CLCA) Claimant Groups

British Columbia

Maa-nulth First Nations Final Agreement

Maa-Nulth First Nations
5091 Tsumas-as Drive
Port Alberni, British Columbia
V9Y 8X9, Canada
Phone: 1-250-724-1802
Fax: 1-250-724-1852
Email: info@maanulth.ca

Huu-Ay-Aht First Nations
Administration Office
PO Box 70
Bamfield, British Columbia
V0R 1B0, Canada
Toll Free: 1-888-644-4555
Phone: 1-250-728-3414
Fax: 1-250-728-1222
Website: www.huuayaht.org

Huu-Ay-Aht Treaty Office
3483 3rd Avenue
Port Alberni, British Columbia
V9Y 4E4, Canada
Phone: 1-250-723-0100
Fax: 1-250-723-4646

Ka:'Yu:'K't'h'/Che:K'tles7t'h' First Nations
General Delivery
Kyuquot, British Columbia
V0P 1J0, Canada
Phone: 1-250-332-5259
Fax: 1-250-332-5210
Website: www.kyuquotbc.ca

Toquaht Nation
PO Box 759

1971 Peninsula Road
Ucluelet, BC
V0R3A0
Local: 250-726-4230
Toll Free: 1-877-726-4230
Website: www.toquaht.ca

Uchucklesaht Tribe
PO Box 1118
Port Alberni, British Columbia
V9Y 7L9
Phone: 1-250-724-1832
Fax: 1-250-724-1806
Website: www.uchucklesaht.ca

Ucluelet First Nation
PO Box 699
Ucluelet, British Columbia
V0R 3A0, Canada
Phone: 1-250-726-7342
Fax: 1-250-726-7552
Website: www.ufn.ca

Tsawwassen First Nation Final Agreement

Tsawwassen Government
Tel: (604) 943-2112
Fax: 604) 943-9226

Quebec

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
Kuujuuaq, QC J0M 1C0
Telephone: 819-964-2925
Facsimile: 819-964-0458

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
Email: gccei@cngov.ca

Eyou Marine Region Land Claims Agreement

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
Email: gccei@cngov.ca

Northeastern Quebec Agreement

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

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
Kuujuaq, QC J0M 1C0
Telephone: 819-964-2925
Facsimile: 819-964-0458

Newfoundland and Labrador

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 or 709-922-2863

Northwest Territories

Gwich'in Comprehensive Land Claims Agreement

Gwich'in Tribal Council
P.O. Box 1509
Inuvik, NT X0E 0T0
Telephone: 867-777-7900
Facsimile: 867-777-7919
Contact: Georgina Firth
Email: gforth@gwichin.nt.ca

Inuvialuit Final Agreement

Inuvialuit Development Corporation
3rd Floor, Inuvialuit Corporate Centre
107 MacKenzie Road
P.O. Bag # 7
Inuvik, NT X0E 0T0
Telephone: 867-777-7000
Facsimile: 867-777-3256
Email: info@inuvialuit.com

Sahtu Dene and Metis Comprehensive Land Claims Agreement

Déline District Land Corporation
P.O. Box 156
Déline, NT X0E 0G0
Attention: Christine Firth
Telephone: 867-589-8100
Facsimile: 867-589-8101
Email: leeroy.andre@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: jgrandjambe@yamoga.ca

Sahtu Secretariat Incorporated
P.O. Box 155
Déline, NT X0E 0G0
Attention: Orlena Modeste, Executive Director
Telephone: 867-589-4719
Facsimile: 867-589-4908
Email: ssi.ed@sahtu.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: finance@tulitalandcorp.ca

Tlicho Land Claims Agreement

Tlicho Government
P.O. Box 412
Behchoko, NT X0E 0Y0
Telephone: 867-392-6381
Facsimile: 867-392-6389

Nunavut Land Claims Agreement

Nunavut Tunngavik Incorporated
Policy and Planning Division
P.O. Box 638
Iqaluit, NU X0A 0H0
Telephone: 1-888-646-0006
Facsimile: 867-975-4949
Email: eeegeesiak@tunngavik.com

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

Qikiqtaaluk Corporation
P.O. Box 1228
Iqaluit, NU X0A 0H0
Telephone and Facsimile: 867-979-8400
Email: pkeenainak@qcorp.ca

Kakivak Association
P.O. Box 1419
Iqaluit, NU X0A 0H0
Telephone: 867-979-0911 or 1-800-561-0911
Email: info@kakivak.ca (Note: Notifications to be sent by e-mail only)

Kivalliq Inuit Association
P.O. Box 340
Rankin Inlet, NU X0C 0G0
Telephone: 867-645-5725 or 1-800-220-6581
Email: reception@kivalliqinuit.ca (Note: Notifications to be sent by e-mail only)

Sakku Investments Corporation
P.O. Box 188
Rankin Inlet, NU X0C 0G0
Telephone: 867-645-2805
Facsimile: 867-645-2063

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: malaya@nunasi.com

Kitikmeot Inuit Association
Lands Division

P.O. Box 360
Kugluktuk, NU X0B 0E0
Telephone: 867-982-3310
Facsimile: 867-982-3311

Yukon

Carcross/Tagish First Nations 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

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@cafn.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: les.wilson@kdfn.net

Little Salmon/Camacks First Nations 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: Betty Baptiste, Personnel Officer
Telephone: 867-537-3331
Facsimile: 867-537-3902
Email: GillB@selkirkfn.com

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

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

Tr'ondëk Hwëch'in Final Agreement

Tr'ondëk Hwëch'in First Nation
P.O. Box 599
Dawson City, YT Y0B 1G0
Telephone: 867-993-7100
Facsimile: 867-993-6553
Email: reception@trondek.ca

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
Email: reception@vgfn.net



Strategic Planning and Media Buying

ANNEX B

Pricing Tables

ANNEX B – PRICING TABLES

During the Term of the Contract, the Contractor will be paid as specified below for Work performed in accordance with Annex A - Statement of Work.

Table A – Management Fees

Item 1	
Management Services rendered in connection with the services set out in section 8.01 of the SOW	Firm, all-inclusive lot price of \$_____
Item 2	
Management Services that the Technical Authority considers relevant to the implementation of a Work Authorization issued pursuant to Section 9 of the SOW	Firm _____% of actual labour costs billed for the services performed in connection with a Work Authorization issued pursuant to Section 9 of the SOW, up to the ceiling price identified in Item 1 above
Item 3	
Management Services that the Technical Authority considers relevant to the implementation of a Work Authorization issued pursuant to Section 10 of the SOW	Firm _____% of actual labour costs billed for services performed in connection with a Work Authorization issued pursuant to Section 10 of the SOW, up to the ceiling price identified in Item 1 above

Table B – Cost Guide

Work related to the development of the Cost Guide, as set out in subsection 8.02.03 of the SOW	Firm, all-inclusive lot price of \$_____
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Table C – Ceiling Price (Set Out in Subsections 8.02.01 and 8.02.02, and Section 8.05 of the SOW)

Item	Pricing Element	Estimated Cost
1	Labour costs	\$
2	Subcontracting Costs	\$
3	Other Direct Expenses	\$

Table E – Estimated Cost for Media Negotiation and Buying Services for VIC or VIC # (Section 8.03 of the SOW)

Item	Pricing Element	Estimated Cost
1	Labour Costs	\$
2	Subcontracting Costs	\$
3	Other Direct Expenses	\$
4	Travel and Living Expenses	\$
	Total estimated cost	\$

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 D
General Conditions
Services

Article 1 Interpretation

Section 1.01 Definitions

1.01.01 In the Contract, unless the context otherwise requires:

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

authorized to act on his behalf;

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

Section 1.02 Powers of Elections Canada

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

Section 1.03 Status of the Contractor

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

Section 1.04 Severability

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

Section 1.05 Entire Agreement

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

Article 2 Conduct of the Work

Section 2.01 Representation and Warranties

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

Article 3 Work

Section 3.01 Specification

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

the Contractor only for the purpose of performing the Work.

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

Section 3.02 Condition of Material

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

Section 3.03 Replacement of Specific Individuals

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

Section 3.04 Inspection and Acceptance of the Work

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

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

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

Section 3.05 Time of the Essence

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

Article 4 Subcontracts

Section 4.01 Consent

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

Section 4.02 Subcontractor to be bound by Contract

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

Article 5 Harassment in the Workplace

Section 5.01 No Tolerance

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

Article 6 Payment

Section 6.01 Invoice Submission

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

reference numbers, shipment charges and any other additional charges.

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

Section 6.02 Payment Period

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

Section 6.03 Withholding of Payment

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

Section 6.04 Interest on Overdue Accounts

- 6.04.01 For the purpose of this Section:

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

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

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

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

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

Article 7 Accounts and Audit

Section 7.01 Accounts and Audit

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

does not lose this right.

Article 8 Taxes

Section 8.01 Municipal Taxes

Municipal Taxes do not apply.

Section 8.02 Provincial Taxes Exemption

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

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

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

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

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

Section 8.03 Harmonized Sales Tax

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

Section 8.04 Quebec Sales Tax

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

Section 8.05 Provincial Taxes paid by the Contractor

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

Section 8.06 Changes to Taxes and Duties

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

Section 8.07 Applicable Sales Tax

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

Section 8.08 Tax Withholding of 15 Percent

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

Article 9 Transportation

Section 9.01 Transportation Costs

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

Section 9.02 Transportation Carriers' Liability

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

Article 10 Ownership

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

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

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

Article 11 Elections Canada Property

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

Article 12 Liability

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

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

Article 13 Confidentiality

Section 13.01 Confidentiality

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

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

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

Section 13.02 An Oath of Secrecy

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

Article 14 Copyright

Section 14.01 Copyright

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

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

Section 14.02 Use and Translation of Documentation

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

Article 15 Intellectual Property Infringement and Royalties

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

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

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

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

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

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

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

Article 16 Excusable Delay

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

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

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

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

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

Article 17 Suspension of the Work

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

Article 18 Default by the Contractor

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

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

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

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

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

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

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

Article 19 Termination for Convenience

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

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

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

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

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

Article 20 Assignment

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

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

Article 21 Right of Set-Off

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

Article 22 Amendments and Waivers

Section 22.01 Amendment

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

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

Section 22.02 Waiver

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

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

Article 23 Codes

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

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

Section 23.02 Code of Conduct for Procurement

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

Article 24 No Bribe or Conflict

Section 24.01 No Bribe

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

Section 24.02 No Conflict of Interest

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

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

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

Article 25 Contingency Fees

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

Article 26 International Sanctions

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

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

Article 27 Notice

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

Article 28 Survival

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

Article 29 Governing Law

Section 29.01 Compliance with Applicable Laws

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

Article 30 Successor and Assigns

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



Claim for Progress Payment

1. Information			
Contractor's Name and Address	Claim No.	Date (YY-MM-DD)	Contract Price
2. Work Progress			
Contractor's Report of Work Progress (if needed, use additional sheets)			
3. Claim			
Period of work covered by the claim DI/M/YA to	Current Claim	Total of Previous Claims	Total to Date
Description: (Expenditures must be claimed in accordance with the basis and/or method of payment of the contract)	(A)	(B)	(A + B)
<u>A – Campaign</u> 1. Management fees 2. Work related to Phase 1 CPRF (a) Labour costs (b) Subcontractor costs (c) Other direct expenses (d) Travel and living expenses 3. Work related to Phase 2 CPRF (a) Labour costs (b) Subcontractor costs (c) Other direct expenses (d) Travel and living expenses <u>B – Work Authorizations</u> (for each work authorization insert a brief description of the work and the following cost elements) 1. Management fees 2. Actual Cost (a) Labour costs (b) Subcontractor costs (c) Other direct expenses			
Subtotal			
Goods and Services Tax (GST)			
Total			

Claim No.

4. Contractor Certifications

Certificate of Contractor

I certify that:

- All authorizations required under the Contract have been obtained. The claim is consistent with the progress of the Work and is in accordance with the Contract.
- The subcontracted work has been received, accepted and paid for following receipt of invoice from supplier/subcontractor, and has been or will be used exclusively for the purpose of the Contract.
- All direct labour costs have been paid for and all such costs were incurred exclusively for the purpose of the Contract;
- All other direct costs have been paid for following receipt of applicable invoice or expense voucher and all such costs were incurred exclusively for the purpose of the Contract.

Contractor's Signature

Title

Date

5. Technical Authority Certification

Technical Authority: I certify that the work meets the quality standards required under the Contract, and its progress is in accordance with the conditions of the Contract.

I certify that, to the best of my knowledge, the claim is consistent with the progress of the Work and is in accordance with the Contract.

I certify that all goods have been received and all services have been rendered, that the Work has been properly performed and that the claim is in accordance with the Contract.

Technical Authority Signature

Date

Appendix A to Annex E – Progress Claim Template

CONTRACT NO. 05005

CLAIM NO. _____

DATE _____

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

REQUIREMENT RELATING TO: ___ **Phase 1 CPRF (Sections 8.02, 8.03 and 8.05 of SOW)**

___ **Phase 2 CPRF (Section 8.02 and 8.03 of SOW)**

___ **Work Authorization**

(Add additional rows as required)

SOW Reference Number	Date	Task Description	Personnel Category	Level of Effort (in hours)	Hourly Rate	Labour Costs	Subcontractor Costs	Other Direct Expenses	Travel and Living Expenses	Value Attributed to Indigenous Commitment	Total Cost
Phase 1 CPRF											
Phase 1 CPRF Subtotal											

SOW Reference Number	Date	Task Description	Personnel Category	Level of Effort (in hours)	Hourly Rate	Labour Costs	Subcontractor Costs	Other Direct Expenses	Travel and Living Expenses	Value Attributed to Indigenous Commitment	Total Cost
Phase 2 CPRF											
Phase 2 CPRF Subtotal											
Work Authorizations (Provide a brief description of each work authorization against which costs are being claimed)											
Work Authorization Subtotal											

Annex F – Phase 1 CPRF

[To insert at contract award Phase 1 CPRF Template (Part I) submitted as Annex A of the technical evaluation under Part 8 of the RFP and Phase 1 CPRF Template (Part II) submitted as Annex C of the financial evaluation under Part 9 of the RFP]



Annex G – Fair Price Certificate

1. I, the undersigned, on behalf of _____ **[INSERT NAME OF SUPPLIER]** (the “Supplier”) hereby certifies that as of the date of this certification, the price offered to Elections Canada for the **[INSERT GOOD OR SERVICES]**:
 - (a) is not in excess of the lowest price charged to anyone else, including the Supplier’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 Supplier on the sale of goods, services or both of like quality and quantity, and
 - (c) does not include any provision for discounts to selling agents.

2. Attached to this certificate is evidence that the price proposed represents fair value in accordance with this certification:
 - (a) a copy of a paid invoice for similar goods/services in similar quantities and quality issued to another customer; or
 - (b) a copy of a signed contract showing pricing for similar goods/services of similar quantity and quality; or
 - (c) a copy of a pay slip confirming payment by another customer to the Supplier of specified rates or amounts for similar goods/services in similar quantities and quality; or
 - (d) a copy of the current published price list indicating the percentage discount available to Elections Canada; or
 - (e) a price breakdown showing the cost of direct labour, direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, etc., and profit;
 - (f) Other:

-
3. The undersigned acknowledges that Elections Canada shall rely on this certification to award the contract. In the event that verification by Elections Canada discloses that this certificate is untrue, whether knowingly or unknowingly, Elections Canada has the right to treat any resulting contract based on this certificate as being in default and to terminate it pursuant to its default provisions.

Dated this ____ day of _____, 20__.

Witness

Signature of Authorized Representative

Print Name of Witness

Print Name of Authorized Representative

Print Title of Authorized Representative



Strategic Planning and Media Buying

Part 8

Technical Evaluation Criteria

CONTENTS

- SECTION A – INSTRUCTIONS TO BIDDERS
- SECTION B – DEFINITIONS
- TABLE A – MANDATORY TECHNICAL EVALUATION CRITERIA

#	MANDATORY TECHNICAL EVALUATION CRITERIA	MET/NOT MET
M1	Indigenous Commitment	
M2	National Multimedia Advertising Campaigns	
M3	Media Cost Guide	
M4	Proposed Work Plan	
M5	Project Team – Proposed Corporate Structure and Resource Allocation	

- TABLE B – TECHNICAL EVALUATION CRITERIA

#	RATED TECHNICAL EVALUATION CRITERIA	MAX. POINTS
R1	National, Bilingual Multimedia Advertising Campaign Experience for Corporate Accounts	50
R2	Multimedia Advertising Campaign Experience – Indigenous Target Groups	15
R3	Multimedia Advertising Campaign Experience – Ethnocultural Target Groups	15
R4	Multimedia Advertising Campaign Experience – Youth Target Groups	15
R5	Bidder's Proposed Work Plan	35
R6	Performance Management Tools	30
R7.1	Account Management	30
R7.2	Strategic Planning Services Management – Resource Work Experience	10
R7.3	Media Negotiation and Buying Services Management – Resource Work Experience	10
R7.4	Backup Personnel	10

• **TABLE C – CAPABILITIES PRESENTATION**

#	ORAL PRESENTATION EVALUATION CRITERIA	MAX. POINTS
CP1	Bidder's overall understanding of the complexity of the requirements set out in the SOW	25
CP2	Bidder's creative development approach	20
CP3	Management team's understanding of their roles and responsibilities	15
CP4	Bidder's management approach	15
CP5	Bidder's production process	15
CP6	Presentation teams' ability to communicate effectively	5
CP7	Presentation teams' ability to provide comprehensive and coherent information	5

SECTION B – DEFINITIONS

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

National multimedia advertising campaign means an advertising campaign conducted in a minimum of seven provinces and territories of Canada using a combination of at least three of the following media channels: a) Broadcast (TV and/or radio), b) Print, c) Digital, d) Out-of-home, e) Cinema and f) Social media.

Management Services means the services described in Section 8.01 of the SOW.

Media Strategy has the meaning ascribed to it in subsection 8.02.01 of the SOW.

Media Plan has the meaning ascribed to it in subsection 8.02.02 of the SOW.

SECTION A – INSTRUCTIONS TO BIDDERS

1. In order to facilitate the evaluation of the proposal, EC requests that bidders address and present topics in the same order and with the same headings as the evaluation criteria. Bidders should clearly identify where in their proposal each criterion is addressed. To avoid duplication, bidders may refer to different sections of their proposals by identifying the specific paragraph and page number where the topic has already been addressed.
2. If more projects/samples are provided than the requirements of a criterion, only the first projects/samples in the proposal will be evaluated. Any excess projects/samples will not be evaluated.
3. In determining years of experience, overlapping years or months for projects submitted by the bidder to demonstrate such experience will be counted only once for evaluation purposes.
4. Demonstrated projects must have a minimum duration of six months. For longer projects, the project duration will be divided by six months – for example, a 12-month project is equal to two projects. No partial values will be given. The proposed resources must have worked on the project for the minimum duration. If using project equivalency, the bidder must indicate this in the grid.
5. Projects must have been completed by the solicitation closing date.
6. For requirements relating to education or professional qualifications, certifications, designation or membership, the proposed resource must have the required education, qualification, certification, designation or membership by the solicitation closing date and must continue, where applicable, to be a member in good standing of the profession's governing body throughout the evaluation and contract period.
7. In addition to the information requested in an individual criterion, the bidder is requested to include complete client contact information for each project description, including the client contact name, title and telephone number or email address. The client contact for any project must be an employee of the originating client organization. EC reserves the right to request client contact information, at any time during the evaluation process, for the purposes of verification.

TABLE A – MANDATORY TECHNICAL EVALUATION CRITERIA

#	Mandatory Technical Evaluation Criteria	Scoring Methodology
M1	<p>Indigenous Commitment</p> <p>Pursuant to Section 6.10 of Part 6 – Certificates, the bidder must commit to entering into subcontracts with Indigenous businesses and/or incur labour costs in connection with Indigenous persons performing any part of the Work under the Contract for an aggregate value of at least \$75,000.00 (GST/HST excluded); and/or if the proposal has been submitted by members of a joint venture where one member is an Indigenous business, such Indigenous business must incur labour costs in performing any part of the Work under the Contract for an aggregate value of at least \$75,000.00 (GST/HST excluded).</p> <p>Submission requirement</p> <p>The bidder must demonstrate how they meet this requirement by providing the following information:</p> <p>a) describe which part of the Work will be performed by Indigenous businesses under a subcontract or under a joint venture with the bidder, and/or by Indigenous persons employed by the bidder, and the role and involvement of such Indigenous businesses and/or Indigenous persons; and</p> <p>b) for each part of the Work identified in a), specify the name of each of the Indigenous businesses or Indigenous persons that the bidder is proposing to rely upon and describe the relationship between the bidder and each of them.</p>	<p><input type="checkbox"/> Met</p> <p><input type="checkbox"/> Not Met</p>
M2	<p>National Multimedia Advertising Campaigns</p> <p>Within the last five years of the RFP closing date, the bidder must have been responsible for the strategic and media planning as well as media buying for two separate national multimedia advertising campaigns.</p> <p>For the purposes of this mandatory criterion, “national multimedia advertising campaign” means an advertising campaign conducted in a minimum of seven provinces and territories of Canada using a combination of at least three of the following media channels:</p> <p>a) Broadcast (TV and/or radio)</p> <p>b) Print</p> <p>c) Digital</p>	<p><input type="checkbox"/> Met</p> <p><input type="checkbox"/> Not Met</p>

#	Mandatory Technical Evaluation Criteria	Scoring Methodology
	<p>d) Out-of-home e) Cinema f) Social media</p> <p>Submission requirement</p> <p>The bidder must demonstrate how they meet this requirement by providing the following information for each national multimedia advertising campaign cited:</p> <p>a) the provinces and territories of Canada where the campaign ran; b) the media channels used for the campaign; c) the bidder’s role and responsibilities related to the strategic and media planning as well as media buying for the campaign; d) the overall objectives of the campaign; and e) the client organization name and the telephone number and email address for a contact person who can confirm the description provided.</p>	
M3	<p>Media Cost Guide</p> <p>Within the last two years of the RFP closing date, the bidder must demonstrate that they have experience developing complex media cost guides.</p> <p>For the purposes of this criterion, “complex” means a cost guide that includes negotiated advertising rates of media suppliers and covering at least two of the following media channels:</p> <p>a) Broadcast (TV and/or radio) b) Print c) Digital</p> <p>Submission Requirements</p> <p>The bidder must demonstrate how they meet the requirement by providing one media cost guide produced by the bidder within the last two years from the RFP closing date and specify the following information:</p> <p>1. The media channels identified in the cost guide; 2. The geographic location where the media suppliers are located;</p>	<p><input type="checkbox"/> Met <input type="checkbox"/> Not Met</p>

#	Mandatory Technical Evaluation Criteria	Scoring Methodology
	<p>3. The markets targeted in the cost guide; and</p> <p>4. The name, telephone number and email addresses for client representatives who can confirm the information provided.</p>	
M4	<p>Proposed Work Plan</p> <p>The bidder must provide a detailed work plan to carry out the Work set out in sections 8.02, 8.03 and 8.05 of the SOW to meet the milestones set out in Section 8 of the SOW for the Campaign, based on the assumption that the Effective Date of the Contract will be September 15, 2021.</p> <p>Submission requirement</p> <p>The bidder must provide, with their proposal, a work plan by completing the columns titled “Task Description” and “Task Duration” of Part I of the Phase I CPRF template, attached hereto as Annex A to Part 8. When responding to this criterion, the bidder must not insert any financial data into the shaded areas of Part I of the Phase I CPRF.</p>	<p><input type="checkbox"/> Met</p> <p><input type="checkbox"/> Not Met</p>
M5	<p>Project Team – Proposed Corporate Structure and Resource Allocation</p> <p>The bidder must outline their proposed corporate structure and resource allocation and identify their project team, who will perform the following requirements set out in the SOW:</p> <ol style="list-style-type: none"> 1. Section 8.02 of the SOW: Strategic Planning Services 2. Section 8.03 of the SOW: Media Negotiation and Buying Services 3. Section 8.04 of the SOW: Trafficking 4. Section 8.05 of the SOW: Evaluation and Reporting <p>Submission Requirements</p> <p>The bidder must provide a corporate organization chart that identifies their proposed corporate structure and resource allocation to achieve the requirements set out in sections 8.02, 8.03, 8.04 and 8.05 of the SOW. The corporate organization chart must identify the bidder’s proposed project team for each of the four service areas (strategic planning services, media negotiation and buying services, trafficking, and evaluation and reporting) and provide, at a minimum, the following details:</p> <ol style="list-style-type: none"> 1. Lines of authority; 	

#	Mandatory Technical Evaluation Criteria	Scoring Methodology
	<p>2. Resource category;</p> <p>3. Responsibility for each resource; and</p> <p>4. Number of resources.</p> <p>Note: The bidder must describe how their proposed project team for each of the four service areas mentioned above will achieve the requirements of sections 8.02, 8.03, 8.04 and 8.05 of the SOW.</p>	

TABLE B – RATED TECHNICAL EVALUATION CRITERIA

#	Rated Technical Evaluation Criteria	Max. Points
R1	<p>National, bilingual multimedia advertising campaign experience for corporate accounts</p> <p>Within the last five years of the RFP closing date, the bidder should demonstrate that they have maintained a corporate account for at least three cumulative years, which required the strategic and media planning as well as media buying for national, bilingual multimedia advertising campaigns for multiple target audiences.</p> <p>For the purposes of this point-rated criterion:</p> <p>“national” means a media placement conducted for advertisements appearing in at least seven of the provinces and territories of Canada;</p> <p>“bilingual” means English and French; and</p> <p>“multimedia” means a combination of at least three of the following media channels:</p> <ul style="list-style-type: none"> a) Broadcast (TV and/or radio) b) Print c) Digital d) Out-of-home e) Cinema f) Social media <p>Submission requirement</p> <p>The bidder should demonstrate that they meet the requirement by providing two project descriptions that describe two separate national, bilingual multimedia advertising campaigns, as described above. Each project description should include the following information:</p> <ol style="list-style-type: none"> 1. The provinces and territories where the campaign ran; 2. The media channels used (see items a to f above), provided by a link to a storage platform containing a sample product and/or a USB; 3. A description of the corporate account for which the campaign was developed, including how long the company holding the corporate account has been a client of the bidder; 	/50

#	Rated Technical Evaluation Criteria	Max. Points
	<p>4. The linguistic requirements for the campaign;</p> <p>5. A list of the primary and secondary target audience groups;</p> <p>6. The client organization name and the telephone number and email address for a contact person who can confirm the description provided.</p> <p>Scoring methodology</p> <p>The bidder will receive up to 25 points per media campaign, as follows:</p> <p>Media channels – maximum of 10 points</p> <p>Seven media channels = 10 points</p> <p>Four to six media channels = 5 points</p> <p>One to three media channels = 1 point</p> <p>Number of target audiences – maximum of 10 points</p> <p>Five or more target audiences = 10 points</p> <p>Three to four target audiences = 5 points</p> <p>Two or fewer target audiences = 1 point</p> <p>Number of provinces the advertising campaign ran in – maximum of 5 points</p> <p>Seven provinces = 5 points</p> <p>Fewer than seven provinces = 0 point</p>	
R2	<p>Multimedia Advertising Campaign Experience – Indigenous Target Groups</p> <p>The bidder should have experience in strategic and media planning as well as media buying for multimedia advertising campaigns for an Indigenous audience, either as a targeted segment of an overall advertising campaign or as the sole targeted audience.</p> <p>For the purposes of this point-rated criterion, “multimedia advertising campaign” means an advertising campaign conducted using a combination of at least three of the following media channels:</p> <ul style="list-style-type: none"> a) Broadcast (TV and/or radio) b) Print c) Digital 	/15

#	Rated Technical Evaluation Criteria	Max. Points
	<p>d) Out-of-home e) Cinema f) Social media</p> <p>Submission requirement</p> <p>The bidder should demonstrate that they meet the requirement by providing one project description that describes one multimedia advertising campaign where they were responsible for the strategic and media planning as well as media buying for an Indigenous audience, either entirely or as a targeted segment of an overall advertising campaign strategy.</p> <p>The project description should include the following information:</p> <ol style="list-style-type: none"> 1. The media strategy used (see items a to f above) for the Indigenous target audience, provided by a link to a storage platform containing a sample product and/or a USB; 2. How the media plan was structured to reach the Indigenous target audience; 3. The bidder’s roles and responsibilities for the campaign; and 4. The client organization name and the telephone number and email address for a contact person who can confirm the description provided. <p>Where the media strategy developed for the Indigenous target audience was a portion of an overall advertising campaign, the bidder should also describe, at a minimum, the following:</p> <ol style="list-style-type: none"> 1. The objectives of the campaign; 2. The target audience(s); 3. The media channels used for the campaign; 4. The scope (national, provincial or regional); and 5. The language selection and rationale. <p>Scoring methodology</p> <p>The bidder will receive up to 15 points for clearly demonstrated experience in the criterion described above, as follows:</p> <p>15 points (i.e. full points): Project description provides all (100%) the requested information in sufficient detail and includes a clear and</p>	

#	Rated Technical Evaluation Criteria	Max. Points
	<p>comprehensive list of activities completed, demonstrating that it meets the requirement above.</p> <p>10 points: Project description provides most (75%) of the requested information but lacks sufficient detail or includes an unclear or incomplete list of activities completed, demonstrating that it meets the requirement above.</p> <p>5 points: Project description provides some (50%) of the requested information but lacks sufficient detail and includes an unclear or incomplete list of activities completed, demonstrating that it meets the requirement above.</p> <p>0 point: Project is not relevant to the requirement, or insufficient information was provided to assess it.</p>	
R3	<p>Canadian Multimedia Advertising Campaign Experience – Ethnocultural Target Groups</p> <p>The bidder should have experience in strategic and media planning as well as media buying for multimedia advertising campaigns for ethnocultural communities (other than Indigenous communities), either as a targeted segment of an overall campaign or as the sole targeted audience.</p> <p>For the purposes of this point-rated criterion, “multimedia advertising campaign” means an advertising campaign conducted using a combination of at least three of the following media channels:</p> <ul style="list-style-type: none"> a) Broadcast (TV and/or radio) b) Print c) Digital d) Out-of-home e) Cinema f) Social media <p>Submission requirement</p> <p>The bidder should demonstrate that they meet the requirement by providing one project description that describes one multimedia advertising campaign where they were responsible for the strategic and media planning as well as media buying and which included a media strategy for an ethnocultural audience, either entirely or as a segment of the overall campaign strategy.</p>	15

#	Rated Technical Evaluation Criteria	Max. Points
	<p>The project description should include the following information:</p> <ol style="list-style-type: none"> 1. The media strategy used (see items a to f above) for the ethnocultural community, provided by a link to a storage platform containing a sample product and/or a USB; 2. How the media plan was structured to reach the ethnocultural target audience; 3. The bidder’s roles and responsibilities for the campaign; and 4. The client organization name and the telephone number and email address for a contact person who can confirm the description provided. <p>Where the media strategy developed for the ethnocultural target audience was a portion of an overall advertising campaign, the bidder should also describe, at a minimum, the following:</p> <ol style="list-style-type: none"> 1. The objectives of the campaign; 2. The target audience(s); 3. The media channels used for the campaign; 4. The scope (national, provincial or regional); and 5. The language selection and rationale. <p>Scoring methodology</p> <p>The bidder will receive up to 15 points for clearly demonstrated experience in the criterion described above, as follows:</p> <p>15 points (i.e. full points): Project description provides all (100%) the requested information in sufficient detail and includes a clear and comprehensive list of activities completed, demonstrating that it meets the requirement above.</p> <p>10 points: Project description provides most (75%) of the requested information but lacks sufficient detail or includes an unclear or incomplete list of activities completed, demonstrating that it meets the requirement above.</p> <p>5 points: Project description provides some (50%) of the requested information but lacks sufficient detail and includes an unclear or incomplete list of activities completed, demonstrating that it meets the requirement above.</p> <p>0 point: Project is not relevant to the requirement, or insufficient information was provided to assess it.</p>	

#	Rated Technical Evaluation Criteria	Max. Points
R4	<p>Experience – Youth Target Groups</p> <p>The bidder should have experience in strategic and media planning as well as media buying for multimedia advertising campaigns for youth audiences, either as a targeted segment of an overall campaign or as the sole targeted audience.</p> <p>For the purposes of this point-rated criterion, “multimedia advertising campaign” means an advertising campaign conducted using a combination of at least three of the following media channels:</p> <ul style="list-style-type: none"> a) Broadcast (TV and/or radio) b) Print c) Digital d) Out-of-home e) Cinema f) Social media <p>For the purpose of this point-rated criterion, “youth audience” means adults 18 to 24 years of age.</p> <p>Submission requirement</p> <p>The bidder should demonstrate that they meet the requirement by providing one project description that describes one multimedia advertising campaign where they were responsible for the strategic and media planning as well as media buying, and which included a media strategy for youth audiences, either entirely or as a segment of the overall campaign strategy.</p> <p>The project description should include the following information:</p> <ol style="list-style-type: none"> 1. The media strategy used (see items a to f above) for the youth target audience and a link to a storage platform containing a sample product and/or a USB; 2. The bidder’s roles and responsibilities for the campaign; and 3. The client organization name and the telephone number and email address for a contact person who can confirm the description provided. <p>Scoring methodology</p> <p>The bidder will receive up to 15 points for clearly demonstrated experience in the criterion described above, as follows:</p>	15

#	Rated Technical Evaluation Criteria	Max. Points
	<p>15 points (i.e. full points): Project description provides all (100%) the requested information in sufficient detail and includes a clear and comprehensive list of activities completed, demonstrating that it meets the requirement above.</p> <p>10 points: Project description provides most (75%) of the requested information but lacks sufficient detail or includes an unclear or incomplete list of activities completed, demonstrating that it meets the requirement above.</p> <p>5 points: Project description provides some (50%) of the requested information but lacks sufficient detail and includes an unclear or incomplete list of activities completed, demonstrating that it meets the requirement above.</p> <p>0 point: Project is not relevant to the requirement, or insufficient information is provided to assess it.</p>	
R5	<p>Bidder’s Proposed Work Plan</p> <p>The work plan proposed by the bidder, in response to Mandatory Criterion M4, will be assessed against the following criteria:</p> <ol style="list-style-type: none"> 1. Applicability of designated tasks to sections 8.02 and 8.03 of the SOW; and 2. Completeness of the proposed task list relevant to sections 8.02 and 8.03 of the SOW. <p>Submission requirement</p> <p>The bidder should describe by subdividing into tasks, how they will perform the work set out in sections 8.02 and 8.03 of the SOW.</p> <p>Scoring methodology</p> <p>The bidder will receive up to 35 points for the applicability of the designated tasks set out in the work plan, broken down as follows:</p> <p>Up to 10 points will be awarded for the applicability of the designated tasks set out in the work plan, broken down as follows:</p> <p>10 points: All tasks identified are applicable to the Work set out in sections 8.02 and 8.03 of the SOW;</p> <p>7 points: All but one or two tasks are applicable to the Work set out in sections 8.02 and 8.03 of the SOW;</p> <p>3 points: All but three or four tasks are applicable to the Work set out in sections 8.02 and 8.03 of the SOW;</p>	35

#	Rated Technical Evaluation Criteria	Max. Points
	<p>0 point: More than four tasks are not applicable to the Work set out in sections 8.02 and 8.03 of the SOW, and/or no information was provided.</p> <p>Up to 25 points will be awarded for the completeness of the proposed task list set out in the work plan, broken down as follows:</p> <p>25 points: All tasks required to complete the Work set out in sections 8.02 and 8.03 of the SOW have been identified;</p> <p>17 points: All but one or two tasks required to complete the Work set out in sections 8.02 and 8.03 of the SOW have been identified;</p> <p>8 points: All but three or four tasks required to complete the Work set out in sections 8.02 and 8.03 of the SOW have been identified;</p> <p>0 point: More than four tasks required to complete the Work set out in sections 8.02 and 8.03 of the SOW have not been identified, and/or no information was provided.</p>	
R6	<p>Performance Measurement Tools</p> <p>The bidder should have in place, at the RFP closing date, performance measurement tools to evaluate campaign objectives, products and services.</p> <p>Submission requirement</p> <p>The bidder should demonstrate that they meet the requirement by providing description(s) for a maximum of three performance measurement tools they have available at the RFP closing date to evaluate campaign objectives, products and services and explain how such tools will be effective in meeting EC's requirements.</p> <p>The project description(s) should include the following information:</p> <ol style="list-style-type: none"> 1. Description of the performance measurement tool available at the RFP closing date; 2. An example of a specific advertising campaign where the bidder used the performance measurement tool; 3. An explanation of how the performance measurement tool will be effective in producing quality results for the requirements set out in the SOW. <p>Scoring methodology</p> <p>A maximum of 10 points per performance measurement tool will be allocated, as set out below.</p>	/30

#	Rated Technical Evaluation Criteria	Max. Points
	<p>Up to 5 points will be awarded for the performance measurement tool(s) available at the RFP closing date:</p> <p>Meets the requirement – 5 points The bidder has in place and makes use of performance measurement tool(s) to evaluate each of the campaign objectives, products and services.</p> <p>Meets some of the requirement – 3 points The bidder uses performance measurement tool(s) to evaluate any one of the campaign objectives, products and services.</p> <p>Fails to meet the requirement – 0 point The bidder does not use performance measurement tool(s) to evaluate any one of the campaign objectives, products or services.</p> <p>Up to 5 points will be awarded for the effectiveness of the performance measurement tool(s) in meeting EC’s requirements.</p> <p>Meets the requirement – 5 points The explanation provided by the bidder demonstrates that they will be able to deliver quality results for EC’s requirements.</p> <p>Partially meets the requirement – 3 points It is questionable from the explanation provided by the bidder whether they will be able to deliver quality results for EC’s requirements.</p> <p>Fails to meet the requirement – 0 point It is doubtful from the explanation provided by the bidder that they will be able to deliver quality results for EC’s requirements.</p>	
R7.1	<p>Account Management – Resource Work Experience</p> <p>The bidder should propose one resource from the management project team who will be responsible for performing the account management and coordination services set out in subsection 8.01.01 of the SOW.</p> <p>The proposed resource should have experience as an account manager for a major advertising account related to the strategic planning and media buying for an advertising campaign.</p> <p>For the purposes of this point-rated criterion, “major advertising account” means a corporate account grossing \$1 million annually.</p>	30

#	Rated Technical Evaluation Criteria	Max. Points
	<p>Submission requirement</p> <p>The bidder should demonstrate that they meet the requirement by providing two project descriptions that describe two separate advertising campaigns to demonstrate the proposed resource’s experience as an account manager for a major advertising account.</p> <p>Each project description should include the following information:</p> <ol style="list-style-type: none"> 1. The role and responsibilities of the proposed resource for the account/campaigns cited; 2. The amount billed to the client for work relating to the advertising campaign (GST/HST excluded); 3. The media strategy used for the campaign; 4. The target audience; 5. The media channels used in the campaign; 6. The client organization name and the name of a contact person who can confirm the description provided and provide their telephone number and regular and email addresses; and 7. A bio for the proposed resource, which clearly supports the experience indicated in the bidder’s response. <p>Scoring methodology</p> <p>The bidder will receive up to 15 points per advertising campaign that clearly demonstrates their experience in the criterion described above, as follows:</p> <p>15 points: The proposed resource has five or more years of experience overseeing a major advertising account.</p> <p>10 points: The proposed resource has three to four years of experience overseeing a major advertising account.</p> <p>5 points: The proposed resource has one to two years of experience overseeing a major advertising account.</p> <p>0 point: The proposed resource has less than one year of experience overseeing a major advertising account.</p>	
R7.2	Strategic Planning Services Management – Resource Work Experience	10

#	Rated Technical Evaluation Criteria	Max. Points
	<p>The bidder should propose one resource who will be responsible for performing the strategic and media planning services set out in subsections 8.02.01 and 8.02.02 of the SOW.</p> <p>The proposed resource should have experience as a strategic and media planning manager for a major advertising campaign.</p> <p>For the purposes of this point-rated criterion, “major advertising campaign” means a media buy with a total value of over \$1 million.</p> <p>Submission requirement</p> <p>The bidder should demonstrate that they meet the requirement by providing one project description that describes two separate advertising campaigns to demonstrate the proposed resource’s experience as a strategic and media planning manager for a major advertising campaign.</p> <p>The project description should include the following information:</p> <ol style="list-style-type: none"> 1. The role and responsibilities of the proposed resource for each campaign cited; 2. The amount of the media buy for the campaign; 3. A description of the objectives of the media strategy and plan; 4. The media strategy used for the campaign; 5. The target audience; 6. The media channels used in the campaign; 7. The outcome/results; 8. The client organization name and the name of a contact person who can confirm the description provided and provide their telephone number and regular and email addresses; and 9. A bio for the proposed resource, which clearly supports the experience indicated in the bidder’s response. <p>Scoring methodology</p> <p>The bidder will receive up to 10 points for clearly demonstrated experience in the criterion described above, as follows:</p> <p>10 points: The proposed resource has five or more years of experience developing media strategies and plans.</p> <p>7 points: The proposed resource has three to four years of experience developing media strategies and plans.</p>	

#	Rated Technical Evaluation Criteria	Max. Points
	<p>5 points: The proposed resource has one to two years of experience developing media strategies and plans.</p> <p>0 point: The proposed resource has less than one year of experience developing media strategies and plans.</p> <p>Note: The resource identified in criterion R7.1 who is responsible for the management services set out in Section 8.01 of the SOW should have the experience and capabilities indicated in criterion R7.1. The same resource from the Management Project Team can be proposed for criteria R7.1, R7.2, R7.3 and R7.4 so long as they have the experience and capabilities indicated in each criterion.</p>	
R7.3	<p>Media Negotiation and Buying Services Management – Resource Work Experience</p> <p>The bidder should propose one resource who will be responsible for performing the media negotiation and buying services set out in Section 8.03 of the SOW.</p> <p>The proposed resource should have experience as a media negotiator and buyer-manager for a major advertising account related to the media buying for an advertising campaign.</p> <p>For the purposes of this point-rated criterion, “major advertising campaign” means a media buy with a total value of over \$1 million.</p> <p>Submission requirement</p> <p>The bidder should demonstrate that they meet the requirement by providing one project description that describes two separate advertising campaigns to demonstrate the proposed resource’s experience as a media negotiator and buyer-manager for a major advertising campaign.</p> <p>The project description should include the following information:</p> <ol style="list-style-type: none"> 1. The role and responsibilities of the proposed resource for the campaigns cited; 2. The amount of the media buy for the campaign; 3. The media channels used in the campaign; 4. The geographic location where the advertisements were run; 5. The client organization name and the name of a contact person who can confirm the description provided and provide their telephone number and regular and email addresses; and 	10

#	Rated Technical Evaluation Criteria	Max. Points
	<p>6. A bio for the proposed resource, which clearly supports the experience indicated in the bidder's response.</p> <p>The bidder will receive up to 10 points for clearly demonstrated experience in the criterion described above, as follows:</p> <p>10 points: The proposed resource has five or more years of experience in media negotiation and buying.</p> <p>7 points: The proposed resource has three to four years of experience in media negotiation and buying.</p> <p>5 points: The proposed resource has one to two years of experience in media negotiation and buying.</p> <p>0 point: The proposed resource has less than one year of experience in media negotiation and buying.</p> <p>Note: At least one of the resources identified in criterion R7.1 who is responsible for the management services set out in Section 8.01 of the SOW should have the experience and capabilities indicated in criterion R7.1. The same resource from the Management Project Team can be proposed for criteria R7.1, R7.2, R7.3 and R7.4 so long as the resource has the experience and capabilities indicated in each criterion.</p>	
R7.4	<p>Backup Personnel</p> <p>For the account manager proposed by the bidder in R7.1, the bidder should identify a resource who will provide backup in the event that the account manager cannot continue with their responsibilities.</p> <p>Backup personnel should meet the qualifications specified in R7.1.</p> <p>Submission requirement</p> <p>The bidder should provide a detailed bio for the proposed backup resource, which clearly demonstrates that the proposed resource meets the qualifications of account manager.</p> <p>Scoring methodology</p> <p>The bidder will receive up to 10 points for clearly demonstrated experience in the criterion described above, as follows:</p> <p>10 points: The proposed resource has five or more years of experience overseeing a major advertising account.</p> <p>7 points: The proposed resource has three to four years of experience overseeing a major advertising account.</p>	/10

#	Rated Technical Evaluation Criteria	Max. Points
	<p>5 points: The proposed resource has one to two years of experience overseeing a major advertising account.</p> <p>0 point: The proposed resource has less than one year of experience overseeing a major advertising account.</p> <p>Note: At least one of the resources identified in criterion R7.1 who is responsible for the management services set out in Section 8.01 of the SOW should have the experience and capabilities indicated in criterion R7.1. The same resource from the Management Project Team can be proposed for criteria R7.1, R7.2, R7.3 and R7.4 so long as the resource has the experience and capabilities indicated in each criterion.</p>	
<p>MAXIMUM POINTS AVAILABLE = 220 POINTS</p>		
<p>MINIMUM PASS MARK OF 70% OVERALL = 154 POINTS</p>		

SECTION C CAPABILITIES PRESENTATION

The capabilities presentation session will consist of the following three parts:

Part 1: The first part of the presentation is to be made by the corporate executive or account manager within the bidder's organization who would be responsible for the EC account. This part should provide a brief description of the bidder's corporate history, ownership structure and corporate culture. (5 minutes maximum)

Part 2: The second part of the presentation is also to be made by the same corporate executive or account manager. In this part, they will respond to the designated discussion topics identified in the capabilities presentation notice sent by the Contracting Authority pursuant to subsection 4.4.5 a) of Part 4 of the RFP. This part of the presentation should end with the introduction of the resources proposed in response to criteria R7.1 and R7.2. (25 minutes maximum)

Part 3: The third part of the presentation is to be made by the resources proposed in response to criteria R7.1 and R7.2. They will provide a description of their role and responsibilities in delivering the VIC #1. The resource will address the designated discussion topics identified in the capabilities presentation notice sent by the Contracting Authority pursuant to subsection 4.4.5 a) of Part 4 of the RFP. (45 minutes maximum)

Scoring Methodology

The following methodology will be used to allocate points for each criterion.

Criterion	Title	Max. points
CP1	Bidder's overall understanding of the complexity of the requirements set out in the SOW	25
CP2	Bidder's strategic planning approach	20
CP3	Management team's understanding of their roles and responsibilities	15
CP4	Bidder's management approach	15
CP5	Bidder's media buy process	15
CP6	Presentation team's ability to communicate effectively	5
CP7	Presentation team's ability to provide comprehensive and coherent information	5
Total		100
MINIMUM PASS MARK OF 70% OVERALL = 70 POINTS		

Rating	Description	Percentage allocated
Very Good	The management team's presentation fully demonstrates compliance with the requirements of the criterion, the information provided is easily relatable to the requirements of the SOW and the bidder has an excellent opportunity for success delivering the VIC #1.	100%
Good	The management team's presentation demonstrates compliance with the requirements of the criterion and/or the information provided is relatable to the requirements of the SOW, and the bidder has an opportunity for success delivering the VIC #1.	75%
Limited	The management team's presentation partially demonstrates compliance with the requirements of the criterion and/or the information provided is not easily relatable to the requirements of the SOW, and the bidder has a limited opportunity for success delivering the VIC #1.	50%
Poor	The management team's presentation does not demonstrate compliance with the criterion and/or the information provided is not relatable to the requirements of the SOW, and the bidder does not have an opportunity for success delivering the VIC #1.	25%



Strategic Planning and Media Buying

Part 9

Financial Evaluation Criteria

PART 9 – FINANCIAL EVALUATION CRITERIA

1.0 General Instructions with respect to Annex A to Part 9 – Financial Proposal Pricing Table Template “Pricing Tables”.

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

- a) Table A – Management Fees
- b) Table B – Cost Guide
- c) Table C – Ceiling Price
- d) Table D – Fixed Hourly Rates
- e) Table E – Media negotiation and buying services for VIC or VIC #1
- f) Table F – Summary of Proposal Price

1.02 Pricing Tables A to E 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 Section 9 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 bidder must provide a firm percentage to calculate the management fees for the Management Services to implement a Work Authorization issued pursuant to Section 6 of the SOW, as the case may be, by completing and submitting Table A, Item 3. 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
- 2.04 The firm percentage quoted in item 2 and 3 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:

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

X = Firm lot price in Item 1 of Table A for the first National Campaign

Y = Estimated labour costs in Item 1 of Table C

Z = Estimated labour costs in Item 1 of Table E Media negotiation and buying services for VIC or VIC #1

- 2.05 In cases where the firm percentage quoted in item 2 and 3 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.
- 2.06 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 F – 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 subsection 8.02.03 of the SOW, by completing and submitting Table B. The firm lot price in Table B will be carried over to Table F – Summary of Proposal Price.

4.0 Table C – Ceiling Price

- 4.01 The bidder must provide a ceiling price to perform the Work set out in Subsections 8.02.01 and 8.02.02 of the SOW and Section 8.05 of the SOW in connection with VIC #1, by completing and submitting Table C.
- 4.02 The price quoted must include all costs (as defined in Section 1.02 above), excluding the costs related to the Management Services which are covered by the management fee referred to in Table A.
- 4.03 The bidder must complete and submit Annex A to Part 8 – CPRF Phase 1 (Part I) and Annex C to this Part 9 – CPRF Template Phase 1 (Part II: Costs Breakdown). For each task identified in the work plan (submitted in response to mandatory criteria M4), the bidder must:
- a) provide a breakdown of the estimated labour costs, subcontractor costs, other direct expenses and/or travel and living expenses to perform such task;
 - b) where labour costs are involved, specify each category of personnel required to perform the task and the estimated level of efforts of each category of personnel; and
- indicate whether any portion of the estimated costs to perform such task will result from subcontracts with Indigenous businesses and/or labour costs in connection with Indigenous persons performing any part of the Work under the Contract as further defined in Article of the RFP.
- 4.04 For the purpose of the financial evaluation of proposals of those bidders that successfully attained Phase 4 – Financial Evaluation in accordance with Part 4 of the RFP, subject to Section 4.05, the total amount of the ceiling price in Table C will be automatically carried over to Table F – Summary of Proposal Price.
- 4.05 Where there is a discrepancy between the total estimated costs of a pricing element of Table C and the breakdown of the estimated costs of such pricing Annex C to Part 9 - Cost Breakdown Template CPRF Phase 1 (Part II), the amount set out in Part II of the Phase 1 CPRF will be used to compute the total ceiling price that will be carried over to Table F – Summary Proposal Price.

5.0 Table D – Fixed Hourly Rates

- 5.01 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, 2024, by completing and submitting Table D.

- 5.02 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, 2024 to the end of the Term.
- 5.03 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.
- 5.04 It is incumbent upon the bidder to ensure that all categories of personnel indicated in the bidder's Project Team Organization Chart (submitted in response to rated criteria R7 and in Annex C to Part 9 - Cost Breakdown Template CPRF Phase 1 (Part II) are included in the list of personnel categories submitted).

6.0 Table E – Media Negotiation and Buying Services for VIC or VIC #1

- 6.01 Based on the scenario attached as Annex B to this Part 9 and the Timelines set out in Section 13 of the SOW, the bidder must provide the estimated costs to perform the Work set out in Section 8.03 of the SOW by completing and submitting Table E.
- 6.02 The bidder must provide a breakdown of the estimated costs of each pricing element identified in Table E by completing and submitting the Production Cost Breakdown Template set out in Annex C to this Part 9, or an alternate format, provided that the information contained therein is equal to or greater than that contained in Annex A to Part 8 - Phase 1 CPRF Template. The bidder must describe how it proposes to perform the Work set out in Section 8.03 of the SOW by subdividing such Work into tasks and, for each task identified, must:

- a) provide details of the estimated labour costs, subcontractor costs, other direct expenses and/or travel and living expenses to perform such task;
- b) where labour costs are involved, specify each category of personnel required to perform the task and the estimated level of efforts of each category of personnel; and
- c) indicate whether any portion of the estimated costs to perform such task will result from subcontracts with Indigenous businesses and/or labour costs in connection with Indigenous persons performing any part of the Work under the Contract as further defined in Section 6.10 Indigenous Commitment of the RFP.

6.03 All volumes, proposed media channels and proposed advertising products set out in the scenario attached Annex B to Part 9 - Media Placement Scenario 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 the production services set out in Section 8.03 of the SOW shall be based on the approved Media Plan developed by the successful bidder under the Contract.

6.04 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, the total estimated costs of the media negotiation and buying services in Table E will be automatically carried over to Table F – Summary of Proposal Price.

6.05 Where there is a discrepancy between the total estimated costs of a pricing element of the media negotiation and buying services in Table E and the breakdown of the estimated costs of such pricing element in the Cost Breakdown Template set out in Annex C to this Part 9, the amount set out in the Cost Breakdown Template will be used to compute the total estimated costs of the media negotiation and buying services that will be carried over to Table F – Summary Proposal Price.

7.0 Table F – Summary of Proposal Price

7.01 The sum of the amounts carried over to Table F 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 4.4.7 of Part 4 of the RFP.

8.0 Letter of Credit - Requirement at Proposal Closing Date

8.01 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 C to Part 6 of the RFP – Letter of Credit Requirements of the Resulting Contract.



Strategic Planning and Media Buying

Annex A to Part 9 – Financial Proposal Pricing Table Template

Pricing Tables

Table A – Management Fees

Item 1	
Management Services rendered in connection with the services set out in section 8.01 of the SOW	Firm, all-inclusive lot price of \$_____
Item 2	
Management Services that the Technical Authority considers relevant to the implementation of a Work Authorization issued pursuant to Section 9 of the SOW	Firm _____% of actual labour costs billed for the services performed in connection with a Work Authorization issued pursuant to Section 9 of the SOW, up to the ceiling price identified in Item 1 above
Item 3	
Management Services that the Technical Authority considers relevant to the implementation of a Work Authorization issued pursuant to Section 10 of the SOW	Firm _____% of actual labour costs billed for services performed in connection with a Work Authorization issued pursuant to Section 10 of the SOW, up to the ceiling price identified in Item 1 above

Table B – Cost Guide

Work related to the development of the Cost Guide, as set out in subsection 8.02.03 of the SOW	Firm, all-inclusive lot price of \$_____
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Table C – Ceiling Price (Set out in Subsections 8.02.01, 8.02.02 and Section 8.05 of the SOW of the SOW)

Item	Pricing Element	Estimated Cost
1	Labour costs	\$
2	Subcontracting Costs	\$
3	Other Direct Expenses	\$
4	Travel and Living Expenses	\$
	Total ceiling price	\$

1	Labour Costs	\$
2	Subcontracting Costs	\$
3	Other Direct Expenses	\$
4	Travel and Living Expenses	\$
	Total estimated cost	\$

Table F – 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 C	Ceiling Price	\$
Table E	Estimated Cost for Media Negotiation and Buying Services	\$
TOTAL PROPOSAL PRICE		\$

Annex B to Part 9 – 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, which focuses on the phases, media channels and weights set out below. The bidder must provide the estimated labour costs to perform the Work set out in Section 8.03 of the SOW based on the information set out below.

Phase	Media Channels	Weight
1. Registration	TV – 30 sec Radio – 30 sec Print – ½ page, b&w Digital – 5 formats Social – 3 formats	200 GRP – 55 stations 125 GRP – 723 stations 58 dailies – 467 weeklies 40 networks 4 platforms
2. Voter information card (VIC)	TV – 30 sec Radio – 30 sec Print – ½ page, b&w Digital – 5 formats Social – 3 formats	175 GRP – 55 stations 175 GRP – 723 stations 58 dailies – 467 weeklies 40 networks 4 platforms
3. Early voting options (EVO)	TV – 30 sec Radio – 30 sec Print – ½ page, b&w Digital – 5 formats Social – 3 formats	175 GRP – 55 stations 175 GRP – 723 stations 58 dailies – 467 weeklies 40 networks 4 platforms
4. Election day	TV – 30 sec Radio – 30 sec Print – ½ page, b&w Digital – 5 formats Social – 3 formats	200 GRP – 55 stations 175 GRP – 723 stations 58 dailies – 467 weeklies 40 networks 4 platforms
5. Throughout the election period	Cinema OOH – Transit	2,250 screens 150 GRP weeklies – 10 major markets
6. Recruitment of poll workers	Digital – 5 formats Social – 3 formats	40 networks 4 platforms
7. Indigenous component: three languages (English, French and Inuktitut)	TV – 30 sec Radio – 30 sec Print – ½ page, b&w Digital – 2 formats Social – 2 formats	2 stations 69 stations 28 newspapers 15 sites 4 platforms

Phase	Media Channels	Weight
8. Ethnocultural campaign	<p>30 languages: TV – 30 sec Radio – 30 sec Print – ½ page, b&w</p> <p>Eight languages: Digital – 5 formats Social – 3 formats</p>	<p>10 stations 79 stations 82 newspapers</p> <p>4 networks 2 platforms</p>

