

REQUEST FOR PROPOSALS

For Government Relations and Public Affairs Services

RFP REFERENCE: TIAC-GR-JAN-2023

ISSUE DATE: January 25, 2023

DEADLINE FOR PROPONENT ENQUIRIES: February 8, 2023

DEADLINE FOR ISSUING RESPONSES TO PROPONENT
ENQUIRIES: February 15, 2023

PROPOSAL SUBMISSION DEADLINE: February 22, 2023

PROPONENT ENQUIRIES only by e-mail to:
mseguin@tiac-aitc.ca

****Proponents must reference this RFP number (RFP No. TIAC-GR-JAN-2023) in the subject line of their correspondence****

Disclaimer

TIAC disclaims responsibility for all warranties and conditions with regard to electronic files and any contents thereof. TIAC makes no guarantee or representation that electronic files are error-free, nor compatible with recipient's systems, nor free from viruses. TIAC will not be held responsible for any problems or injuries that arise including, but not limited to, the reliability or safety, of the use of its electronic files, in whole or in part.

About us

Founded in 1931, and constituted as a not-for-profit corporation, TIAC serves as the national private-sector advocate for Canada's tourism sector. Acting on behalf of thousands of tourism businesses across the suite of industries our sector encompasses, we champion positive measures to help the sector prosper. We represent tourism interests at the federal level, and our advocacy work involves promoting and supporting federal policies, programs and initiatives that will foster the sector's overall development and growth.

How we work

In its role as the tourism sector's national advocate, in addition to maintaining a number of key partnerships with other industry organizations across Canada, TIAC must maintain effective relationships with, and stay up to date on, developments occurring in, and decisions taken by, some 24 federal government departments having a role related to tourism. These include the Prime Minister's Office; Finance; Innovation, Science and Economic Development; Transport; Health; Public Safety; Labour; Immigration, Refugees and Citizenship; Employment, Workforce Development and Disability Inclusion; Indigenous Services; Canadian Heritage; National Revenue; Environment and Climate Change; Rural Economic Development; Intergovernmental Affairs, Infrastructure and Communities; Foreign Affairs; Housing and Diversity and Inclusion. They also include all 7 of Canada's Regional Development Agencies.

Consulting with our broad membership and other tourism sector leaders is also a key aspect in all of TIAC's work.

1.0 INSTRUCTION TO VENDORS

1.1. Invitation to Proponents

This Request for Proposals (“RFP”) is an invitation to suppliers (the “Proponents”) to submit proposals (the “Proposals”) to provide government relations and public affairs services to the Tourism Industry Association of Canada (“TIAC”) as described in Schedule A (the “Deliverables”).

1.2. Enquiries

Proponents should forward all enquiries and other communications via e-mail only to: mseguin@tiac-aitc.ca

All enquiries must be made via e-mail to the e-mail address noted above. Enquiries submitted in any other way will not be accepted or answered. Proponents acknowledge that all enquiries received from Proponents and corresponding responses provided by TIAC may be disclosed to all Proponents.

All enquiries and communications must be received prior to the Deadline for Proponent Enquiries set out in Section 1.7.

1.3. Proposal Submission

Proponents must submit one electronic copy of their Proposal in Microsoft Word format or Portable Document Format (PDF), sent by e-mail to the e-mail address noted in section 1.2 before the Proposal Submission Deadline.

Proposals submitted in any other manner will not be accepted.

Failure to deliver the Proposal in the required form and electronic format to TIAC before the Proposal Submission Deadline will result in disqualification. It is the sole responsibility of the Proponent to ensure the Proposal is received by TIAC before the Proposal Submission Deadline.

1.4. Agreement for Deliverables

The selected Proponent will be required to enter into an agreement with TIAC related to the provision of government relations and public affairs services (the “Agreement”) and the Agreement shall include but limited to the terms and conditions set out in Schedule C to this RFP.

1.5. Contract Period

It is TIAC’s intention to enter into an Agreement with only one legal entity pursuant to this RFP. The term of the Agreement is to be for a maximum period of two (2) years with an option in favour of TIAC to extend the Agreement on the same terms and conditions for an additional term of up to one year. A Proponent who submits conditions, options, variations or contingent statements to the terms and conditions set out in Schedule C, either as part of its Proposal or after receiving notice of selection, may be disqualified.

1.6. No Guarantee of Volume of Work or Exclusivity of Agreement

TIAC makes no guarantee of the value or volume of work to be assigned to any Proponent. Any Agreement executed with a selected Proponent will not be an exclusive contract for the provision of the described services and deliverables. TIAC may contract with others for the same or similar services and deliverables to those described in this RFP or may obtain the same or similar services and deliverables internally.

1.7. RFP Timetable and Process

The following is the schedule for this RFP:

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1.8. Mandatory Requirements

The Proposal shall include:

- An executive summary.
- A summary of the Proponent's understanding of TIAC's requirements.
- Information about the Proponent's qualifications and experience.
- List of current and past clients (i.e., within the last three years) in the tourism sector for whom the Proponent has worked in a similar capacity.
- References for three different clients, preferably in the tourism sector, for whom the Proponent has provided government relations and public affairs services within the past three years.
- List of proposed team members to be assigned to TIAC's account, including name, title, resume, biography, relevant qualifications/experience, and the month/year each team member joined the Proponent's organization.
- An overview of the proposed team structure (i.e., reporting relationships) specific to TIAC's account and the role/expected level of each team member's participation, including identifying the account leader.
- Two references for each proposed team member, reflecting relevant work done within the past three years.

- Three cases studies involving three separate national clients which includes detailed information related to specific federal initiatives the Proponent developed and implemented, including an assessment of the success of such initiatives.
- A detailed description of the standard of service to be provided by the Proponent for the duration of the Agreement. The service standards proposed, or as amended, shall be incorporated into the terms and conditions of the Agreement described in Schedule C.
- Information about the Proponent’s fees to deliver on the Services and Deliverables described in Schedule A, including all details broken out as specified in Schedule B. The Proponent’s fee structure as set out in Schedule B must be signed.

Failure to include any required components of the Proposal as listed above may result in disqualification of the Proposal.

1.9. Evaluation Process and Criteria

Proposals will be reviewed and evaluated by an evaluation committee which is comprised of representatives of TIAC and may include external advisors (the “Evaluation Committee”).

1.9.1. Mandatory Criteria

TIAC will evaluate Proposals for compliance in accordance with this RFP including its Schedules and, in particular, the requirements outlined in Section 1.8.

Any Proposal that does not meet the Mandatory Criteria may be disqualified and may not be further evaluated.

1.9.2. Rating Criteria

TIAC will evaluate and score Proposals based on the following rating criteria:

Qualifications and experience of the Proponent organization (35%)

- Proposal shows evidence that the Proponent organization is stable in terms of longevity and client roster. Supporting information could include:
 - Number of years in business.
 - Estimated billings for the year ending December 31, 2022.
 - Areas of specialty.
 - List of current clients who the Proponent has worked with for at least 3 years.
 - An explanation of how the Proponent’s qualifications and experience are aligned with TIAC’s requirements.

- Examples of recent and relevant (i.e., tourism related) government relations and public affairs experience that is national in scope.
- Proposed resourcing is adequate: team's experience and roles are well considered with a logical reporting structure and clear indication of how TIAC's requirements will be served. Supporting information could include:
 - A brief summary of the relevant qualifications and experience of each member of the account team, including tourism or non-profit related government relations and public affairs experience that is national in scope.
 - Proponent organization's staff retention rate.
 - Proponent organization's approach to contingency planning should a team member be unavailable to support the account or should a proposed member of the account team leave the Proponent's organization.
- References are recent and relevant and demonstrate a range of experience.
- Case studies collectively illustrate the following:
 - Strong strategic planning and counsel offered at the preparation stage of government relations projects and/or public affairs initiatives (e.g., in the development of position papers, key messages, preparation of spokespeople, etc.).
 - Quality of supporting materials (e.g., well-written, strategically reasoned and articulated, etc.).
 - Strategic results and value for money.
 - Ability to work in English and French.
 - Ability to work within tight timeframes.

Organization of proposal (25%)

- Proposal exhibits a clear understanding of TIAC's needs and aligns strongly with requirements as summarized in this RFP.
- Proposal demonstrates strong communications principles (e.g., clearly written and effectively organized).

In-person meeting (20%)

- Thoughtful, high-quality and depth of discussion that demonstrates strong understanding of the needs articulated in the RFP, TIAC's role, mandate, and areas of focus, as well as challenges and opportunities from both a government relations and public affairs perspective.
- Positive interpersonal dynamics and good chemistry with TIAC team.

Price/cost models (20%)

- Fairness of price in relation to market value.
- Perceived value (i.e., cost relative to service).

1.9.3. Stages of the Proposal Evaluation

TIAC will conduct the evaluation of Proposals in the following three (3) stages:

Stage I will consist of a review to determine which Proposals comply with all of the mandatory requirements. Proposals which do not comply with all of the mandatory requirements may be disqualified and not evaluated further.

Stage II will consist of a scoring by TIAC of each qualified Proposal on the basis of the rating criteria. Proponents with the highest score will be invited to an in-person meeting (or teleconference, depending on geography), the purpose of which is to walk through the Proposal in greater detail. TIAC reserves the right to limit the number of Proponents invited for an in-person meeting.

Stage III: Upon completion of Stage II, TIAC will evaluate and consider the fees proposal contained in Schedule B.

TIAC intends to award an Agreement to the Proponent who submits the most advantageous Proposal to TIAC as determined by TIAC through the evaluation process. The Proposal with the lowest price will not necessarily be selected. While price is a determinant in the selection process, it is to be clearly understood that there must be a full and complete understanding of the services/deliverables, including service standards, to be provided, as demonstrated by the Proposal and during interviews, as well as a commitment to the Agreement terms and conditions set out in Schedule C.

If no Proponents demonstrate appropriate qualifications or experience, TIAC may, without liability cost or penalty, cancel this RFP or choose not to award an Agreement to any of the Proponents.

1.10. Pricing and Timing

Please submit the price structure for the services based on a monthly fixed fee, as outlined in Schedule B.

2.0 SUPPLEMENTARY TERMS AND CONDITIONS

TIAC may amend the schedule for this RFP at its sole discretion at any time prior to the Proposal Submission Deadline.

2.1 All New Information to Proponents by way of Addenda

This RFP may be amended only by a written addendum (an “Addendum”) in accordance with this section. If TIAC, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all Proponents by Addenda made available to all Proponents in the same way as the original RFP. Each Addendum shall form an integral part of this RFP. Any amendments or supplements to this RFP made in any other manner shall not be binding. It is the sole responsibility of the Proponent to ensure that it has received all Addenda pertaining to this RFP. TIAC will not take any responsibility for losses, misunderstandings, errors or omissions from the Proponent not having received or reviewed any and all Addenda.

2.2 Ownership of Proposals

All information obtained by TIAC from Proponents in connection with this RFP will remain with TIAC and be retained for internal purposes. Information provided by Proponents in response to this RFP may be disclosed by TIAC if permitted or required by law.

2.3 Governing Law of RFP Process

The RFP process shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

2.4 Proponents to Follow Instructions

Proponents should structure their Proposals in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a Proposal should reference the applicable section numbers of this RFP where that request was made.

The Proponent must identify a single point of contact through which all communications from TIAC will be directed pursuant to this RFP.

Corporate information and signing authority: The legal status and registered legal name of the Proponent must be clearly identified in the Proposal, along with the name, title and telephone number of the individual who will be the Proponent’s signing authority for the Agreement.

2.5 Proponents Shall Bear Their Own Costs

The Proponent shall bear all of its own costs associated with or incurred in the preparation, presentation and submission of its Proposal including, if applicable, costs incurred for interviews, site visits or demonstrations.

2.6 Communication after Issuance of RFP

Proponents shall promptly examine all of the documents comprising this RFP and shall report any errors, omissions, or ambiguities, and may direct questions or seek additional information by e-mail to the e-mail address set out in Section 1.2 before the Deadline for Proponent Enquiries set out in Section 1.7.

No such communications are to be directed to TIAC in any other manner. It is the responsibility of the Proponent to seek clarification from TIAC on any matter it considers to be unclear. TIAC is under no obligation to provide additional information but may do so at its sole discretion.

2.7 TIAC May Seek Clarification and Incorporate Response into Proposal

TIAC reserves the right to seek clarification and supplementary information from Proponents after the Proposal Submission Deadline. The response received by TIAC from a Proponent shall, if accepted by TIAC, form an integral part of that Proponent's Proposal. TIAC reserves the right to interview any or all Proponents to obtain information about or clarification of their Proposals. If TIAC receives information at any stage of the evaluation process which results in earlier information provided by the Proponent being deemed by TIAC to be inaccurate, incomplete, faulty or misleading, TIAC reserves the right to revisit the Proponent's compliance with the mandatory requirements and/or adjust the scoring of the responses to the rated requirements.

2.8 RFP Incorporated into Proposal

All of the provisions of this RFP and its schedules are deemed to be accepted by each Proponent and incorporated into each Proponent's Proposal.

2.9 Confidentiality

All information received by the Proponent provided by or obtained from TIAC in any form in connection with this RFP either before or after the issuance of this RFP:

- is the sole property of TIAC and must be treated as confidential.
- is not to be used for any purpose other than replying to this RFP and the performance of any subsequent Agreement; and
- shall be returned by the Proponent to TIAC immediately upon the request of TIAC.

2.10 Disqualification

TIAC may disqualify a Proposal on grounds of faulty submission, improper conduct, or provision of inaccurate or misleading information by the Proponent.

2.11 Reserved Rights

TIAC, without liability, cost or penalty reserves the right to:

- amend or supplement this RFP at any time prior to five (5) calendar days before the Proposal Submission Deadline.
- reject any or all Proposals in its absolute discretion.
- issue a new RFP in connection with the provision of services similar to or identical to the services described in this RFP.
- make public the names of any or all Proponents.
- verify with any third party any information set out in a Proposal.
- check any references, whether or not provided by any Proponent.
- disqualify any Proposal that contains misrepresentations or any other inaccurate or misleading information.
- make changes, including substantial changes, to this RFP provided those changes are issued by way of Addenda in the manner set out in this RFP.
- accept any Proposal in whole or in part.
- accept Proposals from more than one Proponent.
- cancel this RFP process at any stage and/or issue a new RFP for the same or similar services or deliverables.
- adjust the scoring of or reject a Proponent's Proposal on the basis of:
 - (i) a financial analysis determining the actual cost of the Proposal when considering factors including quality, service, price and transition costs arising from the replacement of existing goods, services, practices, methodologies and infrastructure (howsoever originally established).
 - (ii) information provided by references.
 - (iii) the information provided by a Proponent pursuant to TIAC exercising its clarification rights under this RFP process, or
 - (iv) other relevant information that arises during this RFP process.
- waive formalities and accept Proposals that substantially comply with the requirements of this RFP.

2.12 Bait and Switch

By submitting a Proposal, the Proponent agrees and acknowledges that it will provide for the duration of the Agreement the full complement of staff required to perform the work of the project, including the specific individuals identified in the Proposal as team members on TIAC's account.

The proponent agrees to provide all professional personnel necessary to perform the scope of work, including those who are named in the Proposal submitted in response to TIACs Request for Proposals. These key personnel shall remain assigned for the duration of the project, unless otherwise agreed to in writing by TIAC. In the event the Proponent wishes to substitute any of the key personnel, the new individual(s) proposed must demonstrate similar qualifications and experience as required to successfully perform such duties. TIAC shall have the sole right to determine whether key personnel proposed as substitutes are qualified to work on the project. TIAC shall not unreasonably withhold approval of staff changes.

2.13 Execution of the Agreement

In addition to all of TIAC's other remedies, if a selected Proponent fails to execute the Agreement or satisfy any other applicable conditions within thirty (30) days after notice of selection, TIAC may, in its sole and absolute discretion and without incurring any liability, rescind the selection of that Proponent and proceed with the selection of another Proponent.

SCHEDULE A - Services and Deliverables

Objectives/Purpose

The Tourism Industry Association of Canada (TIAC) is seeking government relations and public affairs services to effectively assist:

- I. The President/CEO and Executive team in the delivery of the organization's goals and priorities.
- II. In the enhancement and expansion of awareness and support for TIAC's role, value, and impact.

Project Scope

It is expected that the successful Proponent will possess and retain the necessary resources, expertise, and experience; deliver high-quality, meticulous work, always paying particular attention to detail; maintain a high level of professionalism, responsiveness, and dedication; and demonstrate an ongoing track record of achieving successful outcomes.

More specifically, the Proponent will provide the following services as it relates to government relations and public affairs on a responsive and timely basis:

- The ongoing review of TIAC's priorities and the identification of potential issues of relevance to the tourism sector.
- The ongoing monitoring and reporting of relevant discussions, initiatives, and decisions within the Prime Minister's Office potentially impacting tourism.
- The ongoing monitoring and reporting of relevant issues, initiatives and proceedings in the House of Commons and the Senate, including Question Period, Standing Committees and announcements having implications for tourism.
- The ongoing monitoring and reporting of relevant issues, discussions, initiatives, decisions and announcements by all federal departments and agencies having a role in tourism.
- Provide timely, and at times urgent, support to TIAC's CEO and Executive team.
- Provide strategic advice as well as carry out work related, but not limited, to the drafting of strategies, plans, submissions, proposals, correspondence as well as other initiatives and campaigns in support of TIAC's goals and priorities.
- Assisting to help shape and achieve policy changes (e.g., legislative, regulatory and/or policy and program, etc.).

- Actively advocating on behalf of TIAC with respect to its goals and priorities in all interactions with government officials.
- Maintain an account team lead to act as the single point of contact for regular liaison and reporting to the designated TIAC contact.
- Structure, schedule, and host regular meetings for briefings with respect to TIAC's goals and priorities, as well as to prepare for media activities, as required.
- Provide administrative and logistical support at all of TIAC's government relations and public affairs events hosted in Ottawa, such as Hill Days and Tourism Week.
- Provide monthly reports on all activities undertaken in pursuit of TIAC's goals and priorities. Such reports shall include a declaration of any perceived or actual conflicts of interest with respect to the Proponent's other clients or activities.
- Adhere to and respect the standard of service detailed in the Agreement.

Larger-scale projects may be undertaken as stand-alone initiatives and subject to a separate agreement on all related costs.

SCHEDULE B – Monthly Fees, Billing and Reporting

The proposal will provide a detailed monthly professional services fee structure for the provision of the services and deliverables outlined in Schedule A. The proposed fee structure should separate out any applicable taxes.

Proponents are requested to provide the scope of professional services and deliverables they are proposing to provide at each of the following monthly retainer costs of CND\$5,000, CND\$7,500 and CND\$10,000.

The proposal should clearly articulate how and when additional monthly fees might be applicable, how they would be triggered, at what hourly rate, as well as how such fees would be managed, approved, and invoiced.

The fee structure also should identify any additional expenses that might typically be required in working to deliver on TIAC's goals and priorities but that would not normally be included in the regular monthly fee. In this regard, the Proponent should include a proposal on how such expenses would be managed, approved, and invoiced.

The proposal should provide an example of how the monthly invoice will be presented for payment and how the Proponent's monthly activities working on behalf of TIAC would be reported.

SCHEDULE C - Terms and Conditions of the Agreement

The parties in the Contract agree that the following terms and conditions are included in addition to any other terms of the Contract:

1. Conflict and Priority

Any provision in the Contract other than these additional terms and conditions that is in conflict with any provision in these additional terms and conditions shall take precedence unless there is a specific statement in the Contract to the contrary.

2. Definitions

In this contract,

- a) "Amount" means the amount expressed in the Contract to be payable to the Contractor for the Work.
- b) "Contract" means the agreement to which these additional terms and conditions form a part.
- c) "Contractor" means the person or entity whose name appears on the signature page of the Contract and who is to supply the goods or services to TIAC under the Contract.
- d) "TIAC" means the Tourism Industry Association of Canada.
- e) "Party" means TIAC or the Contractor or any other signatory to the Contract and "Parties" means all of them.
- f) "Work" means the whole of the activities, services, materials, equipment, software, matters, and things required to be done, delivered or performed by the Contractor in accordance with the terms of the Contract.

3. Accounts and Audit

a) The Contractor shall keep proper accounts and records of the cost to the Contractor of the Work and of all expenditures or commitments made by the Contractor in connection therewith, and shall keep all invoices, receipts and vouchers relating thereto. The Contractor shall not, without the prior written consent of TIAC, dispose of any such accounts, records, invoices, receipts, or vouchers until the expiration of six (6) years after final payment under this Contract, or until the settlement of all outstanding claims and disputes, whichever is later.

b) All such accounts and records as well as any invoices, receipts and vouchers shall at all times during the retention period referred to in sub-section a) be open to audit, inspection and examination by the authorized representatives of TIAC who may make copies and take extracts thereof. The Contractor shall provide all facilities for such audits and inspections and shall furnish all such information as the representatives of TIAC may from time to time require with respect to such accounts, records, invoices, receipts, and vouchers.

4. Assignment

- a) The Contract shall not be assigned in whole or in part by the Contractor without the prior written consent of TIAC, and any assignment made without that consent is void and of no effect.
- b) No assignment of the Contract shall relieve the Contractor from any obligation under the Contract or impose any liability upon TIAC unless otherwise agreed to in writing by TIAC.

5. Changes

- a) If, on the basis of monthly invoices and reports provided to TIAC or for any other reason, TIAC and the Contractor decide that modifications to the Work or modifications to fees are needed, the appropriate changes may be made by the main contact for TIAC and the Contractor provided that no increase shall be made to the maximum amount payable hereunder and further provided that no other term of the Contract may be altered in this fashion.
- b) If the change is greater than 10% of the maximum monthly amount payable, or if the maximum monthly amount payable changes, the formal addendum process, signed by the approved delegated authority, shall apply.

6. Communications

- a) In the event that the Contract requires work with members of the public, the Contractor shall take the necessary measures to respect the spirit and intent of the Official Languages Act to communicate with the public in the official language (i.e., English or French) of their choice.
- b) Any person, including individual researchers, related to the Contractor shall ensure that, as appropriate, announcements, services, documents, conferences, meetings, workshops, etc., be in both official languages to the extent possible, that community members of both official languages be encouraged to participate in its activities, projects, or programs and that its activities, projects or programs will strive to meet the needs of the two linguistic communities.

7. Compliance with Applicable Laws

The Contractor shall comply with all laws applicable to the performance of the Work or any part thereof including, without limitation, all laws concerning health and labour conditions and the protection of the environment and shall require compliance therewith by all individuals identified as a team member on TIAC's account.

Evidence of compliance with such laws shall be furnished by the Contractor to TIAC at such times as TIAC may reasonably request.

8. Confidentiality

- a) The Contractor shall keep confidential all information provided to the Contractor by or on behalf of TIAC in connection with the Work or acquired by the Contractor in the course of performing the work.

The Contractor shall not disclose the information to any person without the written permission of TIAC, except that the Contractor may disclose to a subcontractor, authorized in accordance with this Contract, information necessary for the performance of the subcontract. The Contractor shall treat as confidential and cause to those to whom it shares such information, during as well as after the performance of any Work under this Contract, any information to which the Contractor becomes privy as a result of acting under the Contract.

b) This section does not apply to any information that is:

- i. publicly available from a source other than the Contractor; or
- ii. becomes known to the Contractor from a source other than TIAC, except any source that is known to the Contractor to be under an obligation to TIAC not to disclose the information.

c) Upon request, the Contractor shall return to TIAC all information provided to the Contractor by or on behalf of TIAC or acquired by the Contractor in connection with the Work and any copies of the information, in any form whatsoever.

9. Conflict of Interest and Government Contracting

a) The Contractor declares that the Contractor has no interest in the business of any third party that would cause a conflict of interest or seem to cause a conflict of interest in carrying out the Work. Should such an interest be acquired during the life of the Contract, the Contractor shall declare it immediately to TIAC.

b) No member of the House of Commons or the Senate shall be admitted to any share or part of this Contract or to any benefit to arise there from.

c) The Contractor represents and covenants 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 TIAC 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.

10. Contractor Status

This is a Contract for the performance of the Work and the Contractor is engaged under the Contract as an independent contractor for that purpose. Neither the Contractor nor any of the Contractor's personnel is engaged as an employee, servant, or agent of TIAC. The Contractor agrees to be solely responsible for any and all payments or deductions required to be made including those required for Canada or Quebec Pension Plans, Unemployment Insurance, Workmen's Compensation, or Income Tax.

11. Dispute Resolution

In the event that either of the Parties has a dispute relating to any matter subject to this Contract, the Parties agree to attempt to deal with that dispute first by mutual consent, failing which arbitration, mediation and court action may be pursued.

12. Entire Contract

The Contract constitutes the entire agreement between the Parties with respect to the subject matter of the Contract and supersedes all previous negotiations, communications and other agreements relating to it unless they are incorporated by reference in the Contract.

13. Further Assurances

The Parties will agree to do, execute, and deliver, or cause to be done, executed and delivered, all such further assignments, documents, instruments, transfers, acts, deeds, matters, assurances and things as, from time to time, may be reasonably necessary or desirable to give effect to this Contract and the obligations of the Parties hereunder.

14. Indemnification

a) The Contractor indemnifies and saves harmless TIAC and its servants and agents from and against all claims, losses, damages, costs, expenses, actions and other proceedings, made, sustained, brought, prosecuted, threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury to or death of a person or damage to or loss of property arising from any wilful or negligent act, omission or delay on the part of the Contractor, the Contractor's servants or agents in performing the Work or as a result of the Work, and any liens, attachments, charges or other encumbrances or claims upon or in respect of any materials, parts, work-in-process or finished work furnished to, or in respect of which any payment has been made by TIAC.

b) The Contractor shall carry appropriate commercial liability, errors and omissions, professional liability and other insurance which relates to the subject matter hereof in amounts and form satisfactory to TIAC, at TIAC's request and expense, which provide that TIAC is a named insured.

15. Injury on Duty

TIAC shall assume no liability for injury on duty while the Contractor is performing tasks related to this Contract except to the extent caused by or due to TIAC. It is the Contractor's responsibility to ensure that proper insurance coverage is in place prior to the commencement of the Work.

16. Inspection of the Work

a) The Work and any and all parts thereof shall be subject to such inspection as TIAC determines to be appropriate, consistent with the relevant provisions of the Contract, if any, prior to acceptance. TIAC or its representatives shall have access to the Work at any time during working hours at any site where any part of the Work is being carried out and may make examinations and such tests of the Work as they may think fit. Should the Work or any part thereof not be in accordance with the requirements of the Contract, the TIAC shall have the right to reject the Work and require its correction or replacement at the Contractor's expense. TIAC shall inform the Contractor of the reasons for any such rejection.

b) The Contractor shall provide all assistance and facilities, test pieces, samples, and documentation that TIAC may reasonably require for the carrying out of any such inspection, and the Contractor shall forward such test pieces and samples to such person or location as TIAC may direct. Inspection by TIAC shall not relieve the Contractor from responsibility to meet the requirements of the Contract.

17. Intellectual Property

a) Intellectual property developed for the Contract shall be owned by TIAC.

b) TIAC shall have a nonexclusive royalty-free sub-licensable right to use any other intellectual property of the Contractor required to use the intellectual property developed for the Contract.

18. Invoicing

a) The Contractor shall submit invoice(s) on its own forms to TIAC, and shall include the following information:

- i. Contractor name and address.
- ii. Number assigned by TIAC, if any, to this Contract.
- iii. Contractor's Invoice Number and Date.
- iv. Name of the individual at TIAC supervising the Contract.
- v. Period in which services were rendered.
- vi. Deliverables and/or milestones completed; and
- vii. Total amount for services rendered, HST shown separately.

b) The invoice submitted by the Contractor should include a detailed description of the Work performed, and the time worked. The Contractor will submit invoices on a monthly basis or any other basis as indicated in the Contract.

19. Language

The parties confirm it is their wish that the Contract be drawn up in the English language.

20. Law of the Contract

The Contract shall be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. It is agreed that both parties shall submit to the jurisdiction of the courts sitting in Ottawa, Ontario.

21. Minimum Information in the Contract

The Contract shall include the following minimum information:

- i. a description of the Work to be provided including a budget and a description of the costs to be paid.
- ii. the effective date, the date of signing and the term of the Contract.
- iii. conditions that must be met before payment is made and the schedule and basis of payment; and
- iv. the maximum monthly amount payable, not to include any prior approved expenses.

In the event that at any time it is discovered that the Contract does not contain all or any part of the minimum information required, the parties shall use their best efforts in good faith to amend the Contract to include the information that is missing.

22. Notices

Where in the Contract any notice, request, direction, or other communication is required to be given or made by either Party, it shall be in writing and is effective if delivered in person, sent by any means including electronic means addressed to the party for whom it is intended at the address mentioned in the Contract and any notice, request, direction or other communication shall be deemed to have been given if by registered mail, when the postal receipt is acknowledged by the other party; or by any other means when the receipt is acknowledged by the other party. The address of either party may be changed by notice in the manner set out in this provision.

23. Payment

a) Payments under this Contract shall be conditional upon performance, completion and delivery of the Work, or any part of the Work to the satisfaction of TIAC, and upon submission of an invoice satisfactory to TIAC.

b) Subject to the section "Invoicing," payment by TIAC for the Work shall be made within thirty (30) days of receipt of an invoice requesting payment.

c) If TIAC has any reasonable objection whatsoever to an invoice, the supporting documentation, or the performance of the Contract by the Contractor, then TIAC shall, within fifteen (15) days of receipt of the invoice or as quickly as reasonably possible, notify the Contractor of the nature of the objection.

d) Notwithstanding any other provision of the Contract, no payment shall be made to the Contractor unless and until, with respect to all parts of the Work in respect of which payment is claimed, the Contractor, where required to do so, establishes to the satisfaction of TIAC that such parts of the Work will be free from all claims, liens, attachments, charges or encumbrances.

24. Powers of TIAC

Every right, remedy, power and discretion vested in or acquired by TIAC under the Contract or by law shall be cumulative and non-exclusive.

25. Proactive Disclosure

a) Information contained in this Contract in relation to the following elements - vendor name, reference number, Contract date, description of work, Contract period or delivery date, and Contract value, may be gathered, and may be posted on the TIAC web site. Information that would normally be withheld under the Access to Information Act and Privacy Act will not appear on the web site.

b) This "public disclosure" is intended to ensure that Contract information is collected and presented consistently in a manner that promotes transparency.

26. Reporting

a) The Contractor shall provide TIAC such progress reports, including financial matters, as are called for on the Work under the Contract and, in any event, no less frequently than monthly. Unless otherwise provided in the Contract, the form and substance of the progress report shall be acceptable to TIAC.

b) TIAC may, in its sole discretion, require the Contractor to provide an interim progress report on the Work under the Contract for a specified period of time.

27. Severability

If any provision of the Contract is declared by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be severed from the Contract and all other provisions of the Contract shall remain in full force and effect.

28. Status and Replacement of Personnel

a) If at any time during the period of the Contract the Contractor is unable to provide the services of any person who was to perform the Work in the Contract, it shall immediately advise TIAC and provide a replacement person with similar qualifications and experience.

b) TIAC may reject any such replacement person and the Contractor shall immediately remove the person from the Work and shall secure a further replacement.

c) The fact that TIAC does not order the removal of a replacement person from the Work shall not relieve the Contractor from its responsibility to meet the requirements of the Contract.

29. Subcontracting

- a) Unless otherwise provided in the Contract, the Contractor shall obtain the consent of TIAC in writing prior to subcontracting or permitting the subcontracting of any portion of the Work. TIAC shall not unreasonably withhold consent.
- b) The Contractor is not obliged to seek consent to subcontracts specifically authorized in the Contract.
- c) Any consent to a Subcontract shall not relieve the Contractor from its obligations under the Contract or be construed as authorizing any liability on the part of TIAC to a subcontractor.

30. Successors and Assignees

The Contract shall be for the benefit of and be binding upon the parties hereto and their lawful heirs, executors, administrators, successors, and assignees.

31. Termination Due to Default of Contractor

- a) TIAC may, by notice to the Contractor, terminate the whole or any part of the Work if:
 - i. the Contractor becomes bankrupt or insolvent, or a receiving order is made against the Contractor, or an assignment is made for the benefit of creditors, or if an order is made or resolution passed for the winding up of the Contractor, or if the Contractor takes the benefit of any statute for the time being in force relating to bankrupt or insolvent debtors, or
 - ii. the Contractor fails to perform any of the Contractor's obligations under the Contract, or
 - iii. in the view of TIAC, so fails to make progress as to endanger performance of the Contract in accordance with its terms.
- b) In the event that TIAC terminates the Work in whole or in part under sub-section a), TIAC may arrange, upon such terms and conditions and in such manner as TIAC deems appropriate, for the work to be completed that was so terminated, and the Contractor shall be liable to TIAC for any excess costs relating to the completion of the Work.

c) Upon termination of the work under sub-section a), TIAC may require the Contractor to deliver and transfer title to TIAC, in the manner and to the extent directed by TIAC, any finished work which has not been delivered and accepted prior to such termination and any materials or work-in-process which the Contractor has specifically acquired or produced for the fulfillment of the Contract. TIAC shall pay the Contractor for all such finished work delivered pursuant to such direction and accepted by TIAC, the cost to the Contractor of such finished work plus the proportionate part of any fee fixed by the said Contract and shall pay or reimburse the Contractor the fair and reasonable cost to the Contractor of all materials or work-in-process delivered to TIAC pursuant to such direction. TIAC may withhold from the amounts due to the Contractor such sums as TIAC determines to be necessary to protect TIAC against excess costs for the completion of the Work. Such termination shall not impact the intellectual property rights available from Contractor under section 18 as in existence to the date of termination.

d) The Contractor shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the Contractor under the Contract, exceeds the Contract Amount applicable to the Work or the particular part thereof.

e) If, after TIAC issues a notice of termination under sub-section a), it is determined by TIAC that the default of the Contractor is due to causes beyond the control of the Contractor, such notice of termination shall be deemed to have been issued pursuant to the section entitled "Termination or Suspension Without Cause" and the rights and obligations of the parties hereto shall be governed by that section.

32. Termination or Suspension Without Cause

a) TIAC may, by giving 30 days notice to the Contractor, terminate or suspend the Work with respect to all or any part or parts of the Work not completed. The Contractor shall proceed to complete parts of the Work not affected by the termination notice. Additional notices for different parts of the Contract may be given subsequently.

b) All work completed by the Contractor to the satisfaction of TIAC based on the provisions of the contract before the giving of such notice shall be paid for by TIAC in accordance with the provisions of the Contract.

c) All Work not completed before the giving of such notice shall be paid by TIAC to the Contractor on the following terms:

- i. the amount of any capital expenditures actually incurred only if they were specifically authorized under the Contract or approved in writing by TIAC for the purpose of the Contract, less any depreciation in respect thereof already taken into account in determining cost, to the extent that the capital expenditures are properly apportionable to the performance of the Contract.
- ii. all costs of and incidental to the termination of the Work or part thereof, including the cost of cancellation of obligations incurred by the Contractor with respect to the terminated work or part thereof; but not including the cost of severance payments or damages to employees whose services are no longer required by reason of the termination.

d) Payment and reimbursement under the provisions of this section shall be made only to the extent that it is established to the satisfaction of TIAC that the costs and expenses were actually incurred by the Contractor and that the same are fair and reasonable and are properly attributable to the termination or suspension of the Work or the party thereof so terminated.

e) The Contractor shall not be entitled to be reimbursed any amount which, taken together with any Amounts paid or becoming due to the Contractor under the Contract, exceeds the Contract Amount applicable to the Work or the particular part thereof.

f) The Contractor shall have no claim for damages, compensation, loss of profit, allowance or otherwise by reason of or directly or indirectly arising out of any action taken or notice given by TIAC under the provisions of this section except as expressly provided therein.

33. Time of the Essence

a) Time is of the essence of the Contract.

b) Any delay by the Contractor in performing the Contractor's obligations under the Contract which is caused by an event beyond the control of the Contractor, and which could not have been foreseen and could not have been avoided by the Contractor by means reasonably available to the Contractor, constitutes an excusable delay. Events may include, but are not restricted to: acts of God, acts of Her Majesty, acts of local or provincial governments, fires, floods, epidemics, quarantine restrictions, strikes or labour unrest, freight embargoes and unusually severe weather.

c) The Contractor shall give notice to TIAC immediately after the occurrence of the event that causes the excusable delay. When requested to do so by TIAC, the Contractor shall deliver a description in a form satisfactory to TIAC, of work-around plans including alternative sources and any other means that the Contractor will utilize to overcome the delay and endeavour to prevent any further delay. Upon approval in writing by TIAC of the work-around plans, the Contractor shall implement the Work-around plans and use all reasonable means to recover any time lost as a result of the excusable delay. Any additional costs caused by the delay shall be supported by the Contractor.

d) Notwithstanding that the Contractor has complied with the requirements of this section TIAC may exercise any right of termination contained in the section entitled "Termination or Suspension Without Cause."

34. Waivers

The waiver by a Party of a breach of any term or condition of the Contract shall not prevent the enforcement of that term or condition by that Party in the case of a subsequent breach, and shall not be deemed or construed a waiver of any subsequent breach.

35. Warranty

a) Notwithstanding inspection and acceptance of the Work by or on behalf of TIAC and without restricting any other provision of the Contract or any condition, warranty or provision implied or imposed by law, the Contractor warrants that, for a period of 12 months from the date of delivery, or if acceptance takes place on a later date, the date of acceptance, the Work shall be free from all defects in design, materials or workmanship, and shall conform with the requirements of the Contract, provided that with respect to property provided by TIAC, the Contractor's warranty shall extend only to its proper incorporation into the Work. In addition, the Contractor has the obligation to respect any other warranty provided for by law.

b) In the event of a defect or non-conformance in any part of the Work during the warranty period defined in paragraph a) the Contractor, at the request of TIAC to do so, shall as soon as possible repair, replace or otherwise make good at its own option and expense the part of the Work found to be defective or not in conformance with the requirements of the Contract.

36. Federal Lobbying and Reporting Requirements

At all times throughout the entire duration of the Contract, the Contractor shall conduct all its activities related to the Work in conformity with all applicable federal lobbying requirements, including reporting requirements.