

RETURN BIDS TO:

Bid receiving e-mail:

bids-offres@canadacouncil.ca

REQUEST FOR PROPOSAL

Proposal to:

Canada Council for the Arts

We hereby offer to sell to the Canada Council for the Arts, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods and services listed herein and on any attached sheets at the price(s) set out therefor.

Title Media Monitoring Services		Date May 15 th , 2025
Solicitation Number: CCA011COMMS		
Client Reference Number: CCA011COMMS		
Solicitation closes at: 2:00 p.m. EDT On: June 23 rd , 2025		
F.O.B. Destination	Taxes See herein	Duty See herein
Destination of Goods and Services See herein		
Instructions See herein		
Address Inquiries to: Email: bids-offres@canadacouncil.ca		

TABLE OF CONTENTS

REQUEST FOR PROPOSAL	1
PART 1 - GENERAL INFORMATION	4
1.1 Statement of Work.....	4
1.2 Trade Agreements	4
1.3 Debriefings.....	4
1.4 Accessibility.....	4
PART 2 - BIDDER INSTRUCTIONS.....	5
2.1 Standard Instructions, Clauses, and Conditions	5
2.2 Submission of Bids.....	5
2.3 Improvement of Requirement during the Solicitation Period	5
2.4 Enquiries - Bid Solicitation.....	6
2.5 Applicable Laws	6
2.6 Rejection of Bid.....	6
2.7 Code of Conduct for Procurement	7
2.8 Rights of the Canada Council Council for the Arts.....	7
2.9 Price Justification	8
2.10 Conflict of Interest—Unfair Advantage.....	8
2.11 Entire Requirement	9
PART 3 - BID PREPARATION INSTRUCTIONS.....	10
3.1 Bid Preparation Instructions.....	10
3.2 Section I: Technical Bid.....	10
3.3 Section II: Financial Bid.....	10
3.4 Section III: Certification	11
3.5 Accessibility Standards	11
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	12
4.1 Evaluation Procedures.....	12
4.2 Mandatory Technical Criteria	12
4.3 Reference Checks:	12
4.4 Technical Evaluation Joint-Venture Experience.....	12
4.5 Demonstration.....	14
4.6 Financial Evaluation.....	14

4.7	Basis of Selection	14
4.8	Requests for Clarifications	14
4.9	Conduct of Evaluation	15
PART 5 - CERTIFICATION		16
PART 6 - RESULTING CONTRACT CLAUSES		17
6.1	Statement of Work.....	17
6.2	Term of Contract.....	17
6.3	Delivery Points	17
6.4	Authorities.....	17
6.5	Payment	18
6.6	Certification	21
6.7	Code of Conduct for Procurement-Contract	21
6.8	Applicable Laws	21
6.9	Priority of Documents	21
6.10	Replacement of Resource	21
6.11	Copyright of Material.....	22
6.12	Liability	22
6.13	Powers of the Canada Council.....	22
6.14	Status of the Contractor	22
6.15	Conduct of the Work	22
6.16	Intellectual Property Infringement and Royalties	23
6.17	Amendment and Waivers	25
6.18	Default by the Contractor	25
6.19	Entire Agreement	26
ANNEX A		27
	STATEMENT OF WORK	27
ANNEX B		32
	BASIS OF PAYMENT	32
ANNEX C		35
	EVALUATION CRITERIA	35

PART 1 - GENERAL INFORMATION

1.1 Statement of Work

The Work to be performed is detailed under Article 6.1 of the resulting contract clauses.

1.2 Trade Agreements

This solicitation is not subject to any trade agreements.

1.3 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Canada Council for the Arts (Canada Council) within 15 working days from receipt of the results of the bid solicitation process. At the Canada Council's discretion, the debriefing may be in writing, by telephone or in person.

1.4 Accessibility

The Canada Council strives to ensure that the goods and services it procures are inclusive by design and accessible by default, in accordance with the Accessible Canada Act, its associated regulations and standards.

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses, and Conditions

- 2.1.1 Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract found in Part 6 of the bid solicitation.

2.2 Submission of Bids

- 2.2.1 Bids must be submitted only to the Canada Council for the Arts (Canada Council) procurement e-mail address: bids-offres@canadacouncil.ca by the date, time and place indicated in the bid solicitation.
- 2.2.2 Bids will remain open for acceptance for a period of not less than 60 days from the closing date of the bid solicitation. The Canada Council reserves the right to seek an extension of the bid validity period from all responsive Bidders in writing, within a minimum of 3 days before the end of the bid validity period. If the extension is accepted by all responsive Bidders, the Canada Council will continue with the evaluation of the bids. If the extension is not accepted by all responsive Bidders, the Canada Council will, at its sole discretion, either continue with the evaluation of the bids of those who have accepted the extension or cancel the solicitation.
- 2.2.3 Bids received on or before the stipulated bid solicitation closing date and time will become the property of the Canada Council and will not be returned. All bids will be treated as confidential, subject to the provisions of the [Access to Information Act](#) (R.S. 1985, c. A-1) and the [Privacy Act](#) (R.S., 1985, c. P-21).

Unless specified otherwise in the bid solicitation, the Canada Council will evaluate only the documentation provided with a Bidder's bid. The Canada Council 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 bid.

A bid cannot be assigned or transferred in whole or in part.

2.3 Improvement of Requirement during the Solicitation Period

- 2.3.1 Should Bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, Bidders are invited to make suggestions, in writing, to the Canada Council. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular Bidder will be given consideration provided they are submitted to the Canada Council at least 15 days before the bid closing date. The Canada Council will have the right to accept or reject any or all suggestions.

2.4 Enquiries - Bid Solicitation

- 2.4.1 All enquiries must be submitted in writing to the Canada Council Contracting Authority. Failure to comply with this requirement may result in the bid being declared non-responsive. Enquiries must be received no later than 15 calendar days before the bid closing date. Enquiries received after that time may not be answered. The Canada Council will post all solicitation amendments on CanadaBuys with the bid solicitation document.
- 2.4.2 Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail to enable the Canada Council to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada Council determines that the enquiry is not of a proprietary nature.
- 2.4.3 The Canada Council may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by the Canada Council.

2.5 Applicable Laws

- 2.5.1 Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.
- 2.5.2 Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

2.6 Rejection of Bid

- 2.6.1 The Canada Council may reject a bid where any of the following circumstances is present:
- a) The Bidder is bankrupt or where, for whatever reason, its activities are rendered inoperable for an extended period;
 - b) Evidence, satisfactory to the Canada Council, 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 bid;
 - c) Evidence satisfactory to the Canada Council that based on past conduct or behavior, the Bidder, a subcontractor or a person who is to perform the Work is unsuitable or has conducted himself/herself improperly;

- d) With respect to current or prior transactions with the Canada Council:
- The Canada Council 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 bid;
 - The Canada Council 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 contractual clauses and conditions, is sufficiently poor to jeopardize the successful completion of the requirement being bid on.
- e) Where the Canada Council intends to reject a bid pursuant to a provision of subsection 2.6.1 (d), the Contracting Authority will so inform the Bidder and provide the Bidder 10 days within which to make representations, before making a final decision on the bid rejection.
- f) The Canada Council reserves the right to apply additional scrutiny, in particular, when multiple bids are received in response to a bid solicitation from a single Bidder or a joint venture. The Canada Council reserves the right to:
- reject any or all of the bids 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;
 - reject any or all of the bids 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 Canada Council.

2.7 Code of Conduct for Procurement

2.7.1 The Code of Conduct for Procurement provides that Bidders must respond to bid solicitations in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements set out in the bid solicitation and resulting contract, submit bids and enter contracts only if they will fulfill all obligations of the Contract. By submitting a bid, the Bidder is certifying that it is complying with the Code of Conduct for Procurement. Failure to comply with the Code of Conduct for Procurement may render the bid non-responsive. The Code of Conduct can be found here: [Code of Conduct for Procurement - Publications and Procurement Documents - Buying and Selling - PSPC \(tpsgc-pwgsc.gc.ca\)](https://www.tpsgc-pwgsc.gc.ca/procurement/publications-and-documents/buying-and-selling).

2.8 Rights of the Canada Council Council for the Arts

- 2.8.1 The Canada Council reserves the right to:
- a) reject any or all bids received in response to the bid solicitation;
 - b) enter into negotiations with Bidders on any or all aspects of their bids;
 - c) accept any bid in whole or in part without negotiations;
 - d) cancel the bid solicitation at any time;
 - e) reissue the bid solicitation;

- f) If no responsive bids are received and the requirement is not substantially modified, reissue the bid solicitation by inviting only the Bidders who bid to resubmit bids within a period designated by Canada Council; and,
- g) negotiate with the sole responsive Bidder to ensure best value to Canada Council.

2.9 Price Justification

2.9.1 In the event that the Bidder's bid is the sole responsive bid received, the Bidder must provide, on Canada Council's request, one or more of the following price justifications:

- a) a current published price list indicating the percentage discount available to the Canada Council; or
- b) a copy of paid invoices for the like quality and quantity of the goods, services or both sold to other customers; or
- c) 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; or
- d) price or rate certifications; or any other supporting documentation as requested by the Canada Council.

2.10 Conflict of Interest—Unfair Advantage

2.10.1 In order to protect the integrity of the procurement process, Bidders are advised that the Canada Council may reject a bid in the following circumstances:

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

2.10.2 The experience acquired by a Bidder who is providing or has provided the goods and services described in the bid solicitation (or similar goods or services) will not, in itself, be considered by the Canada Council as conferring an unfair advantage or creating a conflict of interest. This Bidder remains however subject to the criteria established above.

2.10.3 Where the Canada Council intends to reject a bid 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 bid closing. By submitting a bid, 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 Canada Council's sole discretion to determine whether a conflict of interest, unfair advantage, or an appearance of conflict of interest or unfair advantage exists.

2.11 Entire Requirement

2.11.1 The bid solicitation documents contain all the requirements relating to the bid solicitation. Any other information or documentation provided to or obtained by a Bidder from any source are not relevant. Bidders should not assume that practices used under previous contracts will continue unless they are described in the bid solicitation. Bidders should also not assume that their existing capabilities meet the requirements of the bid solicitation simply because they have met previous requirements.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

- 3.1.1 The Canada Council requests that the Bidder submits its bid in separately bound sections as follows:

Section I: Technical Bid - One soft copy (PDF) sent by electronic mail

Section II: Financial Bid - One soft copy (PDF) sent by electronic mail

Section III: Certifications - One soft copy (PDF) sent by electronic mail

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

- 3.1.2 The Canada Council email attachment size limit is 10MB. Emails exceeding 10MB will not be received. Bidders may split their submitted content into multiple emails by identifying, for example, 1 of 3, 2 of 3, etc. Please note the Canada Council IT security protocols sometimes view .zip files as possible viruses, so that file format should not be used.
- 3.1.3 It is the sole responsibility of the Bidder to ensure a timely submission of their bid. The Canada Council will not be responsible for late bids received at destination after the closing time, even if it was submitted before.

3.2 Section I: Technical Bid

- 3.2.1 **Mandatory Technical Criteria:** The technical bid must substantiate the compliance with the specific articles of Annex C, which is the requested format for providing the substantiation. The substantiation must not simply be a repetition of the requirement(s) but must explain and demonstrate how the Bidder will meet the requirements and carry out the required Work. Simply stating that the Bidder or its proposed solution or resources comply is not sufficient. Where the Canada Council determines that the substantiation is not complete, the Bidder will be considered non-responsive and disqualified.
- 3.2.2 In order to facilitate the evaluation of the bid, the Canada Council 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 bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

Part 4, Evaluation Procedures, contains additional instructions that Bidders should consider when preparing their technical bid.

3.3 Section II: Financial Bid

- 3.3.1 Bidders must submit their financial bid in accordance with Annex "B".

3.4 Section III: Certification

3.4.1 Bidders must submit the certifications required under Part 5.

3.5 Accessibility Standards

- 3.5.1 Bidders are encouraged to highlight all the accessibility features and components of their proposal for this requirement and:
- a) demonstrate how the proposed goods and/or services meet the accessibility requirement at delivery; or
 - b) describe how it would deliver the proposed goods and/or services under any resulting contract in a way that maximizes accessibility.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- 4.1.1 Bids will be assessed in accordance with the entire requirement of the bid solicitation including technical and financial evaluation criteria.
- 4.1.2 An evaluation team composed of representatives of the Canada Council will evaluate the bids.

4.2 Mandatory Technical Criteria

- 4.2.1 Each bid will be reviewed for compliance with mandatory requirements of the bid solicitation. Any element of the bid solicitation that is identified specifically with the words "must" or "mandatory" is a mandatory requirement. Bids that do not comply with each and every mandatory requirement will be declared non-responsive and be disqualified.

The mandatory technical criteria are described in Annex C.

4.3 Reference Checks:

- 4.3.1 The Canada Council may, but will not have the obligation to, contact client references representatives to validate the information provided in this proposal. Wherever information provided by a reference differs from the information supplied by the Contractor, the information supplied by the reference will be the information assessed.
- 4.3.2 The Canada Council will not award any points and/or a Bidder will not meet the mandatory experience requirement (as applicable) unless the response is received within 5 working days of the date that the Canada Council's email is sent.
- 4.3.3 References will be given 5 working days to respond to the Canada Council. If a reference cannot be located or is unable to respond to the Canada Council, the Bidder will have 1 opportunity to swap that reference with another reference who can confirm the Bidder's experience for that particular project.
- 4.3.4 It is the sole responsibility of the Bidder to ensure that it provides a contact who is knowledgeable about the services it provided to its customer and who is willing to act as a customer reference. Canada Council references will be accepted.

4.4 Technical Evaluation Joint-Venture Experience

- 4.4.1 Where the bidder is a joint venture with existing experience as that joint venture, it may submit the experience that it has obtained as that joint venture.

Example: A bidder is a joint venture consisting of members L and O. A bid solicitation requires that the Bidder demonstrate experience providing maintenance and help desk services for a period of 24 months to a customer with at least 10,000 users. As a joint venture (consisting of members L and O), the Bidder has previously done the work. This Bidder can use this experience to meet the requirement.

If member L obtained this experience while in a joint venture with a third-party N, however, that experience cannot be used because the third-party N is not part of the joint venture that is bidding.

- 4.4.2 A joint venture Bidder may rely on the experience of one of its members to meet any given technical criterion of this bid solicitation.

Example: A Bidder is a joint venture consisting of members X, Y and Z. If a solicitation requires: (a) that the Bidder have 3 years of experience providing maintenance service, and (b) that the Bidder have 2 years of experience integrating hardware with complex networks, then each of these two requirements can be met by a different member of the joint venture. However, for a single criterion, such as the requirement for 3 years of experience providing maintenance services, the Bidder cannot indicate that each of members X, Y and Z has one year of experience, totaling 3 years. Such a response would be declared non-responsive.

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

Example: A Bidder is a joint venture consisting of members A and B. If a bid solicitation requires that the Bidder demonstrate experience providing resources for a minimum number of 100 billable days, the Bidder may demonstrate that experience by submitting either:

- a) Contracts all signed by A;
- b) Contracts all signed by B; or
- c) Contracts all signed by A and B in joint venture, or
- d) Contracts signed by A and contracts signed by A and B in joint venture, or
- e) Contracts signed by B and contracts signed by A and B in joint venture.
- f) that show in total 100 billable days.

- 4.4.4 Any bidder with questions regarding the way in which a joint venture bid will be evaluated should raise such questions through the Enquiries process as early as possible during the bid solicitation period.

4.5 Demonstration

The Canada Council may, but will have no obligation, to require that the top-ranked Bidder (identified after the financial evaluation) demonstrate any ability, features, functionality and capabilities described in this bid solicitation or in its bid, in order to verify compliance with the requirements of this bid solicitation.

If required, the demonstration must be conducted, at no cost to Canada Council, at a location in Ottawa as determined by the Contracting Authority. The Canada Council will provide at least 5 working days of notice before the scheduled date for the demonstration. Once the demonstration has begun, it must be completed within the period of time to be specified by Canada Council. The demonstration must be conducted during normal business hours, to be determined by the Contracting Authority. The Canada Council will pay its own travel and salary costs associated with any demonstration.

Despite the written bid, if Canada Council determines during a demonstration that the Bidder's proposed solution does not meet the mandatory requirements of this bid solicitation, the bid will be declared non-responsive.

4.6 Financial Evaluation

4.6.1 The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

4.7 Basis of Selection

4.7.1 A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria of Annex C to be declared responsive.

4.7.2 Bidders will be ranked in accordance with their Bidder's Evaluated Price. Only one (1) contract may be issued in total to the Bidder with the lowest Bidder's Evaluated Price. If more than one Bidder is ranked first because of identical Bidder's Evaluated Price, then the names of all such first ranked Bidders will be placed in a hat and the winner will be the first name drawn from it. All first ranked Bidders will be invited to witness the event.

4.7.3 One contract may be awarded in total as a result of this bid solicitation.

4.7.4 Bidders should note that all contract awards are subject to the Canada Council's internal approvals process, which includes a requirement to approve funding in the amount of any proposed contract. Despite the fact that the Bidder may have been recommended for contract award, a contract will only be awarded if internal approval is granted according to the Canada Council's internal policies. If approval is not granted, no contract will be awarded.

4.8 Requests for Clarifications

- 4.8.1 If the Canada Council seeks clarification or verification from the Bidder about its bid, the Bidder will have 2 working days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to the Canada Council. Failure to meet this deadline will result in the bid being declared non-responsive.

4.9 Conduct of Evaluation

- 4.9.1 In conducting its evaluation of the bids, the Canada Council 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 bid solicitation;
 - b) contact any or all references supplied by Bidders to verify and validate any information submitted by them;
 - c) request, before 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 bid solicitation;
 - e) correct any error in the extended pricing of bids by using unit pricing and any error in quantities in bids to reflect the quantities stated in the bid solicitation; in the case of error in the extension of prices, the unit price will govern; and,
 - f) verify any information provided by Bidders through independent research, use of any government resources or by contacting third parties.
- 4.9.2 Bidders will have the number of days specified in the request by the Contracting Authority to comply with any request related to any of the above items. Failure to comply with the request may result in the bid being declared non-responsive.
- 4.9.3 Extension of Time: If additional time is required by the Bidder, the Contracting Authority may grant an extension in his or her sole discretion.

PART 5 - CERTIFICATION

- 5.1. As per section 5.5 below, Bidders must provide the required certification to be awarded a contract.
- 5.2 Unless specified otherwise, the Canada Council will declare a bid non-responsive or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.
- 5.3 The Canada Council will have the right to ask for additional information to verify the Bidder's certification. Failure to comply and to cooperate with any request or requirement imposed by the Canada Council will render the bid non-responsive or constitute a default under the Contract.
- 5.4 The certification found at section 5.5 below should be submitted with the bid but may be submitted afterwards. If the required certification is not completed and submitted as requested, the Canada Council will inform the Bidder of a time frame within which to provide the information. Failure to provide the certification found below within the time frame provided will render the bid non-responsive.
- 5.5 Certification Precedent to Contract Award

Suppliers' Representation Certification

The Bidder represents and warrants that in performing the services detailed in this contract or in performing any work pursuant to this contract:

It shall not infringe or in any manner interfere with the copyright or other proprietary interest of any person, corporation or organization; and

It shall obtain an appropriate license or consent from the owner of any copyright or other proprietary interest with respect to the use of such interest to the extent which such license or consent may be required in order to enable it to lawfully perform the said services or work; and

The Bidder further recognizes and acknowledges that this contract neither expressly nor implied authorized it, nor is intended to authorize it, to perform the services or work herein in a manner which constitutes an unlawful use of the copyright or other proprietary interest of any person, corporation or organization.

Signature : Date :

PART 6 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

6.1 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A".

6.2 Term of Contract

The "**Initial Contract Period**", which begins on the date the Contract is awarded and ends two (2) year(s) later; and

The period during which the Contract is extended, if the Canada Council chooses to exercise any options set out in the Contract.

Option to Extend the Contract

The Contractor grants to the Canada Council the irrevocable option to extend the term of the Contract by up to 3 additional 1-year period(s) under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment.

The Canada Council may exercise this option at any time by sending a written notice to the Contractor before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced, for administrative purposes only, through a contract amendment.

6.3 Delivery Points

Deliverables will all be made, via e-mail, to the Project Authority identified below.

6.4 Authorities

6.4.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Julie Bolduc

Title: Procurement Specialist

Canada Council for the Arts, Procurement Centre of Expertise

Address: 150 Elgin Street

Ottawa, Ontario K2P 1L4

E-mail address: julie.bolduc@canadacouncil.ca

The Project Authority is responsible for the management of the Contract but 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.

6.4.2 Project Authority

The Project Authority for the Contract is: ***[to be filled in at contract award]***

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: ____ - ____ - _____

Facsimile: ____ - ____ - _____

E-mail address: _____

The Project Authority is the representative of the Canada Council for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however, the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.4.3 Contractor's Representative

The Contractor's representative for the Contract is: ***[to be filled in at contract award]***

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: ____ - ____ - _____

E-mail address: _____

The Contractor's representative is the point of contact for Canada Council regarding the work being performed under this contract.

6.5 Payment

6.5.1 Basis of Payment - Limitation of Expenditure

6.5.1.1 As per Annex "B", the Contractor will be paid, for work performed in accordance with the contract in arrears, for any resulting deliverables, in accordance with the fixed all-inclusive prices set out in Annex B, Basis of Payment, Applicable Taxes extra.

6.5.1.2 Canada Council's total liability to the Contractor under the Contract must not exceed \$ _____ **(to be inserted at Contract award)**. Customs duties are included, and applicable taxes are extra.

6.5.1.3 No increase in the total liability of the Canada Council will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.

6.5.2 Credits for Failure to Meet Response Time Requirements

If the Contractor does not meet the Response Time Requirement within any given month, Canada Council will be entitled to a credit in the amount of 1% of the invoice for the applicable month.

6.5.3 Monthly Payments

The Canada Council will pay the Contractor, on a monthly basis for work performed during the month covered by the invoice, in accordance with the payment provisions of the Contract if:

- a) An accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b) All such documents have been verified by Canada Council.
- c) The Work delivered has been accepted by Canada Council.

6.5.4 Time Verification

6.5.4.1 Time charged and the accuracy of the Contractor's time recording system are subject to verification by the Canada Council, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at the Canada Council's request.

6.5.4.2 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.

6.5.4.3 The Canada Council reserves the right to recover amounts and make adjustments to amounts payable to the Contractor where an examination of the Contractor's records has identified amounts allocated to the Contract that are not in accordance with the Contract terms. Where the results of an examination indicate that an overpayment by the Canada Council has occurred, such overpayment is due and payable on the date indicated in the notice of overpayment.

6.5.5 Invoicing Instructions

- 6.5.5.1 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 and must show:
- a) the date, the name and address of the Canada Council, deliverable/description of the Work, contract number;
 - b) details of expenditures (such as item, quantity, unit of issue, unit price, fixed time labour rates and level of effort, subcontracts, as applicable) in accordance with the Basis of Payment, exclusive of Applicable Taxes;
 - c) deduction for holdback, if applicable; and,
 - d) the extension of the totals, if applicable.
- 6.5.5.2 Applicable Taxes must be specified on all invoices as a separate item along with corresponding registration numbers from the tax authorities. All items that are zero-rated, exempt or to which Applicable Taxes do not apply, must be identified as such on all invoices.
- 6.5.5.3 By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.
- 6.5.5.4 By submitting invoices, the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.
- 6.5.5.5 Invoices must be distributed as follows:
- a) The original and one (1) copy must be forwarded to the following address for certification and payment.

_____ (Insert the name of the organization) ***[to be inserted at contract award]***
 - b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

6.5.6 Payment Period

- 6.5.6.1 The Canada Council's standard payment period is 30 days. The payment period is measured from the date an 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.
- 6.5.6.2 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, the Canada Council will notify the Contractor within 15 days of receipt. The 30-

day payment period begins upon receipt of the revised invoice or the replacement or corrected Work.

6.6 Certification

6.6.1 Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by the Canada Council during the entire period of the Contract.

6.7 Code of Conduct for Procurement-Contract

6.7.1 The Contractor agrees to comply with the Code of Conduct for Procurement and to be bound by its terms for the period of the Contract. The Code of Conduct can be found here: [Code of Conduct for Procurement - Publications and Procurement Documents - Buying and Selling - PSPC \(tps-gc-pwgsc.gc.ca\)](https://www.tpsgc-pwgsc.gc.ca/code-conduct-procurement-publications-and-procurement-documents-buying-and-selling-pspc).

6.8 Applicable Laws

6.8.1 The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____ (**to be inserted at contract award**).

6.9 Priority of Documents

6.9.1 If there is a discrepancy between the wording 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.

- a) these Articles of Agreement;
- b) Annex A, Statement of Work;
- c) Annex B, Basis of Payment;
- d) The Contractor's bid dated _____ (insert date of bid) (If the bid was clarified or amended, insert at the time of contract award: “, as clarified on _____” **or** “, as amended on _____” and insert date(s) of clarification(s) or amendment(s)) (**to be inserted at contract award**)

6.10 Replacement of Resource

As mentioned in Annex A, Statement of Work, the Media Monitoring Daily Reports must be reviewed by a human analyst fluent in both English and French to ensure the content is relevant to the work of the Canada Council. If the Canada Council is not satisfied with the performance of the human analyst, in terms of quality of work, delays not being met or for any other reason, the Canada Council expects the resource to be replaced. In such a case, the Contractor must immediately comply with the requested replacement.

6.11 Copyright of Material

- 6.11.1 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 the Canada Council and in which copyright subsists. "Material" does not include anything created by the Contractor before the award date of the Contract.
- 6.11.2 Copyright in the Material belongs to the Canada Council and the Contractor must include the copyright symbol and either of the following notice on the Material: © Canada Council for the Arts (year) or © Conseil des arts du Canada (année).

6.12 Liability

- 6.12.1 The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to the Canada Council or any third party. The Canada Council is liable for any damage caused by the Canada Council, 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. 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.

6.13 Powers of the Canada Council

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

6.14 Status of the Contractor

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

6.15 Conduct of the Work

- 6.15.1 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.

6.15.2 The Contractor must:

- a) Perform the Work diligently and efficiently;
- b) Except for the Canada Council 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;
- d) Select and employ a sufficient number of qualified people;
- e) Perform the Work in accordance with standards of quality acceptable to the Canada Council and in full conformity with the Specifications and all the requirements of the Contract;
- f) Provide effective and efficient supervision to ensure that the quality of workmanship meets the requirements of the Contract.

6.15.3 The Work must not be performed by any person who, in the opinion of the Canada Council, is incompetent, unsuitable or has conducted himself/herself improperly.

6.15.4 All services rendered under the Contract must, at the time of acceptance, be free from defects in workmanship and conform to the requirements of the Contract. If the Contractor is required to correct or replace the Work or any part of the Work, it will be at no cost to the Canada Council.

6.15.5 Unless the Contracting Authority orders the Contractor to suspend the Work or part of the Work, 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.

6.15.6 The Contractor must provide all reports that are required by the Contract and any other information that Canada Council may reasonably require from time to time.

6.15.7 The Contractor is fully responsible for performing the Work. The Canada Council will not be responsible for any negative consequences or extra costs if the Contractor follows any advice given by the Canada Council 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.

6.16 Intellectual Property Infringement and Royalties

6.16.1 The Contractor represents and warrants that, to the best of its knowledge, neither it nor the Canada Council will infringe any third party's intellectual property rights in performing or using the Work, and that the Canada Council will have no obligation to pay royalties of any kind to anyone in connection with the Work. Work means all the activities, services, goods, equipment, matters and things required to be done, delivered or performed by the Contractor under the Contract.

6.16.2 If anyone makes a claim against the Canada Council or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to

notify the other Party in writing immediately. 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.

6.16.3 The Contractor has no obligation regarding claims that were only made because:

- a) the Canada Council 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; or
- b) the Canada Council 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 or other documentation); or
- c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by the Canada Council (or by someone authorized by the Canada Council); 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 Canada Council. 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 the Canada Council, will defend both [Contractor name] and the Canada Council 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 the Canada Council for the claim.

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

- a) take whatever steps are necessary to allow the Canada Council 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 the Canada Council has already paid.

6.16.5 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, the Canada Council 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 the Canada Council for all the costs it incurs to do so.

6.17 Amendment and Waivers

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

6.18 Default by the Contractor

- 6.18.1 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.
- 6.18.2 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-up of the Contractor, the Contracting Authority may, by giving written notice to the Contractor, immediately terminate for default the Contract or part of the Contract.
- 6.18.3 If the Canada Council gives notice under subsection 6.18.1 or 6.18.2, the Contractor will have no claim for further payment except as provided in this section. The Contractor will be liable to the Canada Council for all losses and damages suffered by the Canada Council because of the default or occurrence upon which the notice was based, including any increase in the cost incurred by the Canada Council in procuring the Work from another source. The Contractor agrees to repay immediately to the Canada Council the portion of any advance payment that is unliquidated at the date of the termination.
- 6.18.4 Upon termination of the Contract under this section, the Contracting Authority may require the Contractor to deliver to the Canada Council, 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 the Canada Council may have against the Contractor arising under the Contract or out of the termination, Canada Council will pay or credit to the Contractor:
- a) The value, of all completed parts of the Work delivered to and accepted by the Canada Council, 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 the Canada Council considers reasonable in respect of anything else delivered to and accepted by the Canada Council.

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

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

6.19 Entire Agreement

6.19.1 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.

ANNEX A

STATEMENT OF WORK **Media Monitoring Services**

1.0 BACKGROUND

The [Canada Council for the Arts](#) (Canada Council) contributes to the vibrancy of a creative and diverse arts and literary scene and supports its presence across Canada and around the world. The Council is Canada's public arts funder.

Its grants, services, initiatives, prizes, and payments support Canadian artists, authors, and arts groups and organizations. This support allows them to pursue artistic expression, create works of art, and promote and disseminate the arts. Through its arts funding, communications, research, and promotion activities, the Canada Council fosters ever-growing engagement of Canadians and international audiences in the arts.

The Canada Council's Art Bank provides the broader public with a collection of over 17,000 Canadian contemporary art works to enjoy through its rental, loan, and dissemination programs.

The Canadian Commission for UNESCO operates under the authority of the Canada Council. It shares a common history and future with the Canada Council in terms of sustainable development characterized by the arts, science, culture, equality, and peace.

For more information about the above-mentioned, please refer to the Canada Council's following websites:

- Canada Council for the Arts: <https://canadacouncil.ca/>
- Public Lending Right Program: <https://publiclendingright.ca/>
- Art Bank: <https://artbank.ca/>
- CCUNESCO: <https://en.ccunesco.ca>

The Communications section provides strategic communications support for the Canada Council. The section ensures clear and consistent messaging across all channels to advance on the Canada Council's mandate: developing and delivering communications products and campaigns that build brand awareness, strengthen relationships with key audiences and stakeholders, and demonstrating how the Canada Council's activities contribute to a thriving arts sector in Canada.

The Communications Team also provides strategic operational communications support and helps protect the Canada Council's reputation by managing and responding to media inquiries, while monitoring the news for events and articles that have a direct or indirect impact on the Canada Council's operations and image.

2.0 OBJECTIVES

The Canada Council requires comprehensive media monitoring services capable of tracking, analyzing and reporting on media coverage across traditional and online media outlets. The service must deliver curated, timely and actionable insights that support strategic communications, reputation management, and stakeholder engagement.

These services will help the Canada Council make informed decisions at every level of the organization and enable it to better position itself in an evolving environment. Additionally, this will also increase the Communications Team's capacity to monitor news and issues, and respond more effectively to media inquiries, leveraging the insights available through the Contractor's web-based platform or dashboard.

3.0 REQUIREMENTS

3.1 STREAM 1 – Media monitoring daily reports

The Canada Council is seeking to procure thorough media monitoring services to enhance awareness and responsiveness to media coverage. The media monitoring Contractor will be responsible for monitoring and analyzing both traditional media (newspapers, prints, radio and television) and online media sources (refers to any content that is created, published, and distributed through the internet) and delivering curated daily reports / briefs according to keywords and subjects of interest defined by the Canada Council. The Canada Council is interested in local, regional, national and international media coverage in both official languages, English and French.

Every business day, the media monitoring Contractor must analyze media coverage published after the previous report, retain the coverage that is relevant to the Canada Council, include links for the relevant articles in a report by broad themes of interest and send it to the Canada Council's employees before 8 AM Eastern Standard Time (EST / EDT which ever applies) through accessible digital means (by email, an online platform, etc.). The media monitoring Contractor must also ensure that the links contained within the daily report are fully accessible by the employees and that they have the correct subscriptions to access the content.

The curated daily report must provide the Canada Council with objective data in relation to the quantity, scope, type, tone and frequency of media coverage in relation to specific stories/issues. The report must include the following analytics (but not limited to) as a minimum:

- Summary of the most relevant media mentions
- Sentiment analysis (positive, neutral, negative)
- Key messaging and narrative tracking
- Identification of emerging media trends or potential issues
- Inclusion of direct quotes, links, and full articles (where available and permissible)
- Categorization by topic, region, media type, or stakeholder as specified

The daily reports may be human-curated or automated in accordance with accessibility best practices, as per the Accessible Canada Act. <https://canadacouncil.ca/about/public->

[accountability/accessibility](#). The reports must be reviewed by a human analyst fluent in both English and French to ensure the content is relevant to the Canada Council employees (i.e., not generated solely using AI technology).

[3.1.1 Other reports requirements](#)

The Canada Council also requires monthly media monitoring summary reports that include a range of quantitative and qualitative metrics to assess media visibility, reputation and impact. The report must include the following analytics (but not limited to) as a minimum:

- Media mentions
- Reach and impressions
- Sentiment analysis (positive, neutral, negative)
- Top media outlets
- Top authors / Journalists
- Engagement metrics
- Emerging trends or topics
- Influencer / Stakeholder coverage

The media monitoring Contractor must also be able to provide ad hoc media monitoring reports upon requests, outside of the regular reporting schedule. These reports should be customizable based on specific topics, events, campaigns or distinctive events.

[3.2 STREAM 2 – Web-based media monitoring platform](#)

The media monitoring Contractor must provide access to a web-based media monitoring platform that continuously scans to the full media landscape of English and French language news sources across all Canadian provinces and territories, with the ability to include international sources as required.

The web-based media monitoring platform capabilities should include:

- Access up-to-date insights on a wide range of journalists and media outlets
- Track media mentions across all formats, including radio and television
- Generate accessible, on-demand reports that include relevant analytics
- View full articles and stories, including those behind paywalls or limited-access platforms

The platform must operate on a 24/7 basis, monitoring news sources for content relevant to the Canada Council. It must also support the addition of specific news websites upon request by the Canada Council to ensure full coverage of emerging or niche sources.

The platform must support advanced search functionality, such as Boolean search techniques, to ensure the accuracy and relevance of search results.

[Reporting and Analytics](#)

The platform must be capable of generating detailed analytical reports that provide insights into:

- Media reach and engagement for individual articles or mentions
- Sentiment analysis (positive, neutral, negative)
- Trends and media activity over time
- Key metrics and behavioral patterns of journalists and media outlets

User Experience and Customization

The platform must be:

- Intuitive and user-friendly, requiring minimal training
- Accessible via standard web browsers through secure login
- Equipped with customizable dashboards to meet the specific needs of the Canada Council
- Capable of tracking radio and television content using specified keywords, with access to transcripts or media clips where possible.

4.0 SUBSCRIPTIONS

The media monitoring Contractor must offer a subscription-based service model that ensures continuous, comprehensive access to monitoring tools, curated content, and support for both Stream 1 and Stream 2. The subscriptions should include extensive media coverage, providing the Canada Council employees with access to as many relevant media outlets as possible, including arts and culture related publications.

This can be achieved either through the Contractor's own resources or by forming strategic partnerships with third-party Canadian providers. Access to this essential information for all will support the Canada Council's commitment to informed decision-making and effective communication throughout the organization.

5.0 CUSTOMER SUPPORT

5.1 On going customer support

The media monitoring Contractor must provide implementation / transition support, training and on-going customer support for both Stream 1 and Stream 2. The Contractor must be available to respond to requests from the Project Authority (or authorized representative) between 8:00 a.m. and 5:00 p.m. EST / EDT (which ever applies) Monday through Friday, at a minimum (exclusive of Canadian statutory holidays).

For both Stream 1 and Stream 2, when urgent issues and situations requiring prompt resolutions are required and as determined by the Canada Council, the media monitoring Contractor will be expected to provide a Response Time Requirement of one hour of any business day, (exclusive of Canadian statutory holidays).

5.2 Implementation & transition

The expectations for the transition period to a new media monitoring provider are as follow:

- Work collaboratively with the Canada Council's Communications Team to build the template of the daily media monitoring report.
- Work collaboratively with the Canada Council's Communications Team to identify the relevant keywords which will help identify the relevant articles to include in the daily reports.
- Work collaboratively with the Canada Council's Communications Team to establish the accessible distribution structure of the daily reports and the related subscription services.
- Provide access to the web-based media monitoring platform to the Canada Council's Communications team, along with training and ongoing support to ensure effective utilization of the media monitoring platform and its features.

The media monitoring Contractor is encouraged to detail their approach in meeting these transition objectives in collaboration with the Canada Council's Communication Team and with respect to their availability and capacity.

ANNEX B

BASIS OF PAYMENT

- 1) The Bidder should complete the pricing schedules found at Table1 and Table 2 below and include them in its financial bid. As a minimum, the Bidder must respond to the pricing schedules by inserting in its financial bid, for each of the periods specified below, its quoted all-inclusive fixed prices. The total amount of Applicable Taxes must be shown separately, if applicable. Bidders must include a single, fixed, all-inclusive price quoted in Canadian dollars in each cell requiring an entry in the pricing tables.
- 2) **Variation in Fixed Monthly Price and Fixed Monthly Per User Fee by Time Period:** For any given price category (i.e. either Fixed Monthly Price or Fixed Monthly Per User Fee), where the financial tables provided by Canada Council allow different fixed prices to be charged during different time periods:
 - (i) the price bid must not increase by more than 10% from one time period to the next, and
 - (ii) the price bid during any subsequent time period must not be lower than the price bid for the time period that includes the first month of the Initial Contract Period.
- 3) **All Costs to be Included:** The financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period, including all option periods. The identification of all necessary equipment, software, peripherals, cabling and components required to meet the requirements of the bid solicitation and the associated costs of these items is the sole responsibility of the Bidder.

The prices specified below, when quoted by the Bidder, include licensing fees, copyright fees and the total estimated cost of all travel and living expenses to satisfy the terms of any resulting contract. These expenses cannot be charged directly and separately from the prices to any contract that may result from the bid solicitation. It is the responsibility of the Contractor to obtain and maintain at its own cost all permits, licenses, regulatory approvals and certificates required to perform the Work. Canada Council will not provide payment to any third party for such permits, licenses or approvals.

- 4) **Blank Prices:** If the Bidder leaves any price blank, the Canada Council will treat the price as "\$0.00" for evaluation purposes and may request that the Bidder confirm that the price is, in fact, \$0.00. No bidder will be permitted to add or change a price as part of this confirmation. Any bidder who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.

Table 1 - Pricing Schedule
Stream 1 – Media Monitoring Daily Reports

	Fixed Monthly Price per Time Period					
	Fixed Monthly Price - Contract Year 1	Fixed Monthly Price - Contract Year 2	Fixed Monthly Price - Option Year 1	Fixed Monthly Price - Option Year 2	Fixed Monthly Price - Option Year 3	Average Fixed Monthly Price (B + C + D + E + F) ÷ 5
Column (A)	Column (B)	Column (C)	Column (D)	Column (E)	Column (F)	Column (G)
For all services and deliverables included under Stream 1 (Media Monitoring Daily Reports), the production and delivery of Media Monitoring Daily Reports, Monthly and Ad Hoc Reports with Relevant Subscriptions as described at Article 3.0 of the SOW (Annex A) as well as services and deliverables related to On-going Customer Support and Implementation and Transition	\$					

Table 2 - Pricing Schedule

Stream 2 - Web-based Media Monitoring Platform

	Fixed Monthly Per User Fee per Time Period					
Number of Users	Fixed Monthly Per User Fee - Contract Year 1	Fixed Monthly Per User Fee - Contract Year 2	Fixed Monthly Per User Fee - Option Year 1	Fixed Monthly Per User Fee - Option Year 2	Fixed Monthly Per User Fee - Option Year 3	Average Fixed Monthly Per User Fee = $(B + C + D + E + F) \div 5$
Column (A)	Column (B)	Column (C)	Column (D)	Column (E)	Column (F)	Column (G)
1 to 10 Users						

The Fixed Monthly Per User Fee represents the price for access to the Web-based Media Monitoring Platform for one User for one month.

Users are Canada Council employees from the Communications Section. There are no limits to number of searches, that can be performed by Users, saved searches and dashboards in the Platform. The Fixed Monthly Per User Fee provides full rights to use all features and functionality of the Platform as well as services related to On-going Customer Support and Implementation and Transition.

The Bidder's Evaluated Price will be calculated as follows: (Average Fixed Monthly Price X 12) + (Average Fixed Monthly Per User Fee X 12 x 5 Users).

ANNEX C

EVALUATION CRITERIA

In the following mandatory technical criteria, Bidders are required to either “confirm” or “demonstrate” they meet the requirement.

- 1) Where a mandatory criterion requires a Bidder to “confirm”: to be responsive, the Bidder must insert a checkmark in the appropriate box confirming they meet the mandatory requirement.
- 2) Where a mandatory criterion requires a Bidder to “demonstrate”: to be responsive, the technical bid must substantiate or show how their proposed solution meets the criteria identified in the mandatory requirement. The substantiation must not simply be a repetition of the requirement(s) but must explain/ show how the solution being proposed in the bid will meet the requirements. Simply stating that the Bidder or its proposed solution complies with the requirement is not sufficient. Where the Canada Council determines that the substantiation is insufficient in explaining/showing how the proposed solution demonstrates a mandatory requirement(s), the Bid will be considered non-responsive and disqualified.

1.0 Mandatory Corporate Evaluation Criteria

The mandatory corporate evaluation criteria are as follows:

Table 1.0 – Corporate mandatory criteria		
Criterion number	Mandatory Criterion	How will the Bidder meet this criterion:
M1	<p>Experience</p> <p>The Bidder must have a minimum of four (4) years of experience gained within the last six (6) years from the solicitation closing date, in the monitoring and analysis of a broad range of digital media outlets (refers to news content that is created, published, and distributed through the internet) and traditional media (printed newspaper/magazine, radio and television) including Canadian and International media. The work must have been completed by the Bidder itself (and does not include the experience of any proposed subcontractor or any affiliate of the Bidder).</p> <p>To demonstrate this experience, the Bidder must identify previous or existing contracts where these services were provided, ongoing or successfully completed within the last six (6) years from the solicitation closing date.</p>	<p>For each contract, the Bidder must provide the required information and a reference—name, role of that person, e-mail and/or phone number—who can verify the Bidder’s experience.</p> <p>The reference must have been responsible for the work completed, be knowledgeable about the services the Bidder has provided to its customer and be willing to act as a customer reference.</p>

	<p>For each referenced contract, the Bidder must provide the following information:</p> <ol style="list-style-type: none"> 1- Brief description of the work, demonstrating how the above requirements were met; 2- To whom the services were provided, including the name of the client's organization and their contact information; and 3- Duration of the contract (MM/YY–MM/YY) 	
M2	<p><u>Language</u></p> <p>a) The Bidder must confirm that the analysis of the daily reports is conducted by fully bilingual (French and English) human analyst(s). This applies to <u>Media Monitoring daily reports (Stream 1)</u>.</p> <p>b) The Bidder must confirm that its proposed media monitoring platform provides the capability for users to enter search terms, retrieve data and analyze results in English and French. This applies to <u>Web-based Media Monitoring platform (Stream 2)</u>.</p>	<p>a) The Bidder must confirm by choosing one of the following option: Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>b) The Bidder must confirm by choosing one of the following option: Yes <input type="checkbox"/> No <input type="checkbox"/></p>
M3	<p><u>Customer Support & Training</u></p> <p>Bidder must confirm that they have the ability and the resources to provide, training and ongoing, on-demand customer support from (at a minimum) 8:00 a.m. to 5:00 p.m. EST / EDT (exclusive of Canadian statutory holidays).</p>	<p>The Bidder must confirm by choosing one of the following option: Yes <input type="checkbox"/> No <input type="checkbox"/></p>
M4	<p><u>Implementation and Transition</u></p> <p>The Bidder must present a summary implementation and transition plan that outlines the key steps necessary to ensure a seamless handover from the current service provider to their own operations, with no service interruptions.</p>	<p>The Bidder must provide a one-page (max.) description outlining how it intends to meet this requirement.</p>

2.0. Mandatory evaluation criteria for Stream 1 (media monitoring daily reports)

Offers that do not comply with each and every mandatory evaluation criterion will be declared non-responsive and will be disqualified.

The mandatory evaluation criteria for Stream 1 are as follows:

Table 2.0 - Mandatory evaluation criteria for Stream 1		
Criterion number	Mandatory Criterion	How will the Bidder meet this criterion:
M5	Product Delivery	
	<p>a) The Bidder must confirm the ability to deliver the media monitoring daily reports by 8am EST / EDT (which ever applies) Monday through Friday, at a minimum (exclusive of Canadian statutory holidays).</p> <p>b) The Bidder must confirm the ability to deliver monthly media monitoring summary reports to the Project Authority, no later than 10 working days after the 1st of each month.</p>	<p>a) The Bidder must confirm by choosing one of the following option: Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>b) The Bidder must confirm by choosing one of the following option: Yes <input type="checkbox"/> No <input type="checkbox"/></p>
M6	Keywords The Bidder must confirm that they are able to:	
	<p>a) Maintain a database of keywords based on consultation and feedback from the client.</p> <p>b) Update keyword lists on-demand and as-needed to respond to changing media environment.</p>	<p>a) The Bidder must confirm by choosing one of the following option: Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>b) The Bidder must confirm by choosing one of the following option: Yes <input type="checkbox"/> No <input type="checkbox"/></p>

3.0 Mandatory evaluation criteria for Stream 2 (web-based media monitoring platform)

Proposals that do not comply with each and every mandatory evaluation criterion will be declared non-responsive and will be disqualified.

The mandatory evaluation criteria for Stream 2 are as follows:

Table 3.0 - Mandatory evaluation criteria for Stream 2		
Criterion number	Mandatory Criterion	How will the Bidder meet this criterion:
M7	Platform maturity	
	<p>The Bidder must demonstrate that their web-based platform has been in use by academic and/or government clients for a minimum of four (4) years within the last six (6) years.</p> <p>For each referenced contract, the Bidder must provide the following information:</p>	<p>For each contract, the Bidder must provide the required information and a reference— name, role of that person, e-mail and/or phone number—who can verify the Bidder's experience.</p>

	<p>1- Brief description of the work, demonstrating how the above requirements were met;</p> <p>2- For whom the services were provided, including the name of the client's organization and contact information; and</p> <p>3- Duration of the contract (MM/YY-MM/YY)</p>	The reference must have been responsible for the work completed, be knowledgeable about the services the Bidder has provided to its customer and be willing to act as a customer reference.
M8	<p><u>Breadth of coverage</u></p> <p>The Bidder must demonstrate that their web-based media monitoring platform must allow the user to monitor the majority of English and French news sites in all provinces and territories in Canada.</p>	The Bidder must provide a detailed explanation of how their platform is able to monitor the majority of the digital Canadian media landscape.
M9	Bidders must confirm that their web-based media monitoring platform has the following functional capabilities by inserting a checkmark for each of the following criteria. Failure to complete the following table of mandatory functional capabilities including placing the required check marks for confirmation, will render the proposal non-responsive.	
Criterion number	Mandatory Functional Capabilities Criteria	Confirm by placing a checkmark in the box
9 (a)	<p><u>Comprehensive coverage:</u></p> <ul style="list-style-type: none"> Tracks mentions across online news, print, broadcast (TV/radio), social media, blogs, podcasts, and forums. Track news sources 24 hours a day, 7 days a week 	
9 (b)	<p><u>Advanced search and filtering:</u></p> <ul style="list-style-type: none"> Allows users to search by keyword, Boolean type logic, source type, language, region, author, sentiment, etc. Allows users to manage and modify search terms Allow users to setup and save multiple topics containing an extensive number of search terms to monitor content 	
9 (c)	<p><u>Archiving and historical data:</u></p> <ul style="list-style-type: none"> Provides access to historical media mentions and all gathered news items relevant to the Canada Council for long-term trend analysis 	
9 (d)	<p><u>Analytics and reporting:</u></p> <ul style="list-style-type: none"> Provides customizable dashboards with metrics like volume of mentions, reach, engagement, sentiment trends, and media impact. 	