

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:

Bid Receiving - PWGSC / Réception des soumissions - TPSGC

11 Laurier St. / 11, rue Laurier
Place du Portage, Phase III
Core 0A1 / Noyau 0A1

Gatineau

Québec

K1A 0S5

Bid Fax: (819) 997-9776

Request For a Standing Offer Demande d'offre à commandes

Departmental Individual Standing Offer (DISO)

Offre à commandes individuelle du département(OCID)

Canada, as represented by the Minister of Public Works and Government Services Canada, hereby requests a Standing Offer on behalf of the Identified Users herein.

Le Canada, représenté par le ministre des Travaux Publics et Services Gouvernementaux Canada, autorise par la présente, une offre à commandes au nom des utilisateurs identifiés énumérés ci-après.

Comments - Commentaires

Vendor/Firm Name and Address

Raison sociale et adresse du fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Communication Procurement Directorate/Direction de
l'approvisionnement en communication

360 Albert St. / 360, rue Albert

12th Floor / 12ième étage

Ottawa

Ontario

K1A 0S5

Title - Sujet RFSO Advertising Set-Aside	
Solicitation No. - N° de l'invitation EP361-130030/A	Date 2013-04-29
Client Reference No. - N° de référence du client EP361-13-0030	GETS Ref. No. - N° de réf. de SEAG PW-\$\$CZ-002-62651
File No. - N° de dossier cz002.EP361-130030	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-06-06	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Siguoin, Myriam	Buyer Id - Id de l'acheteur cz002
Telephone No. - N° de téléphone (613)990-6696 ()	FAX No. - N° de FAX (613)949-1281
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA 4TH FL. 350 ALBERT ST. OTTAWA Ontario K1A0S5 Canada	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address	
Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone	
Facsimile No. - N° de télécopieur	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print)	
Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date

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This procurement has been set aside under the federal government's Set-Aside Program for Aboriginal Business (PSAB). In order to be considered, firms must certify that they qualify as an Aboriginal business as defined in the PSAB and that they will comply with all requirements of the PSAB. Please refer to Part 5 Section 2 of this Solicitation

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PART 1 - GENERAL INFORMATION

1. Introduction

The Request for Standing Offers (RFSO) is divided into six parts plus annexes, as follows:

- PART 1 General Information: provides a general description of the requirement;
- PART 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- PART 3 Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- PART 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- PART 5 Certifications: includes the certifications to be provided;
- PART 6 6A, Standing Offer, and 6B, Resulting Contract Clauses:
- 6A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
- 6B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Statement of Work, the Basis of Payment and Technical and Financial Evaluation.

2. Summary

This procurement is set aside under the federal government's Procurement Strategy for Aboriginal Business (PSAB).

This Solicitation is seeking offers from Offerors interested in providing advertising creative services for a variety of campaigns for the Government of Canada departments identified in Schedule I, I.1 and II of the *Financial Administration Act*, unless excluded by specific acts, regulations or Orders in Council. It will be used to authorize Standing Offers (Sos).

The period of the Standing Offer will be from date of award to May 31, 2015 with the possibility of two (2) additional one (1) year option periods under the same terms and conditions.

This requirement is limited to Canadian services.

This request for Standing Offer for aboriginal set-aside advertising services is one of a series of solicitations to establish various procurement instruments for the provision of advertising services. The other solicitations that compliment this solicitation are:

- EP361-130010/A Request for Standing Offer for national advertising services with ten (10) different Offerors to be used for requirements valued up to \$200,000 (excluding GST/HST);
- EP361-130020/A Request for Supply Arrangement for advertising services to establish arrangements with qualified suppliers for advertising requirements;

- EP361-130040/A Request for Standing Offer for Public Notices to establish a Standing Offer with three (3) different Offerors to be used for requirements valued up to \$100,000 (excluding GST/HST);
- EP361-130050/A Request for Standing Offer for Digital-only advertising services to establish a Standing Offer with four (4) different Offerors to be used for requirements valued up to \$350,000 (excluding GST/HST). This solicitation will be published at a later date.

3. Debriefings

After issuance of a standing offer, offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

4. Standing Offers

It is anticipated that a maximum of three (3) Aboriginal Set-Aside Departmental Individual Standing Offers (DISOs) for Advertising Services, which could be used for advertising campaigns estimated at up to **\$350,000.00** (excluding GST/HST), may result from this Solicitation.

PART 2 - OFFEROR INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The 2006 (2013/01/28) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of 2006, Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days

Insert: one hundred and twenty (120) days

Subsection 08 of 2006 (2013/03/21), Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete in its entirety

Insert: OFFERS SUBMITTED BY FACSIMILE OR OTHER ELECTRONIC MEANS WILL NOT BE ACCEPTED.

2. Submission of Offers

Offers must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the Request for Standing Offers.

Due to the nature of the Request for Standing Offers, transmission of offers by facsimile to PWGSC will not be accepted.

3. Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than ten (10) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that offerors do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

4. Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, 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 offerors.

5. Offerors' Teleconference

An offerors' teleconference will be held on May 7, 2013. The teleconference will begin at 1:30 p.m. for the English teleconference and at 2:30 p.m. for the French teleconference. The scope of the requirement outlined in the Request for Standing Offers (RFSO) will be reviewed during the teleconference and questions will be answered. It is recommended that offerors who intend to submit an offer participate.

Offerors are requested to communicate with the Standing Offer Authority before the teleconference to confirm participation and to receive teleconference instructions. Offerors should provide, in writing, to the Standing Offer Authority, the name of the person(s) who will participate and a list of issues they wish to table at least four (4) working days before the scheduled teleconference.

Any clarifications or changes to the RFSO resulting from the offerors' teleconference will be included as an amendment to the RFSO. Offerors who do not participate will not be precluded from submitting an offer.

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

Canada requests that Offerors provide their offer in separately bound sections as follows:

- Section I: Technical Offer (six (6) hard copies)**
Creative samples (five (5) electronic copies)
Section II: Financial Offer (one (1) hard copy)
Section III: Certifications (one (1) hard copy)

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

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

Canada requests that Offerors follow the format instructions described below in the preparation of the arrangement and limit their technical arrangement to the requirements outlined in Annex C – Technical and Financial Evaluation.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to that of the Request for Standing Offers.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html)

(<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>).

To assist Canada in reaching its objectives, offerors should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Offer

In their technical offer, Offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Offer

Offerors must submit their financial offer in accordance with the Annex B, Basis of Payment. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

Payment by Credit Card

Canada requests that Offerors complete one of the following:

- (a) () Government of Canada Acquisition Cards (credit cards) will be accepted for payment of call-ups against the standing offer.

The following credit card(s) are accepted:

VISA _____

Master Card _____

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(b) () Government of Canada Acquisition Cards (credit cards) will not be accepted for payment of call-ups against the standing offer.

The Offeror is not obligated to accept payment by credit card.

Acceptance of credit cards for payment of call-ups will not be considered as an evaluation criterion.

Section III: Certifications

Offerors must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

1.1. Technical Evaluation

Mandatory and Point Rated Technical Criteria are included in Annex "C".

1.2 Financial Evaluation

Financial Evaluation Criteria are included in Annex "C".

2. Basis of Selection

- 1. To be declared responsive, a bid must:
 - (a) comply with all the requirements of the bid solicitation;
 - (b) meet all mandatory criteria; and
 - (c) obtain the required minimum points specified for each criterion for the technical evaluation.

The rating is performed on a scale of 1000 points.

- 2. Bids not meeting (a), (b) and (c) will be declared non-responsive.
- 3. The evaluation will be based on the highest responsive combined rating of technical merit and price. The ratio will be **70%** technical merit and **30%** financial.
- 4. To establish the overall technical score, the technical merit score, will be multiplied by **70%**.
- 5. The financial score obtained for each category of service will be added together to determine the overall financial score (see example at Annex C, C.2, Financial Evaluation).
- 6. For each responsive bid, the technical merit score and the weighted financial score will be added together to determine its combined rating.
- 7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The three (3) responsive bid(s) with the highest combined rating of technical merit and price will be recommended for award of a Standing Offer.

PART 5 - CERTIFICATIONS

Offerors must provide the required certifications, and related documentation, to be issued a standing offer. Canada will declare an offer non-responsive if the required certifications, and related documentation, are not completed and submitted as requested.

Compliance with the certifications Offerors provide to Canada is subject to verification by Canada during the offer evaluation period (before issuance of a standing offer) and after issuance of a standing offer. The Standing Offer Authority will have the right to ask for additional information to verify offerors' compliance with the certifications before issuance of a standing offer. The offer will be declared non-responsive if any certification made by the Offeror is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications, to provide the related documentation or to comply with the request of the Standing Offer Authority for additional information will also render the offer non-responsive.

1. Mandatory Certification(s) Required Precedent to Issuance of a Standing Offer

1.1 Code of Conduct and Certifications - Related documentation

1.1.1 By submitting an offer, the Offeror certifies, for himself and his affiliates, to be in compliance with the Code of Conduct and Certifications clause of the Standard instructions. The related documentation hereinafter mentioned will help Canada in confirming that the certifications are true. By submitting an offer, the Offeror certifies that it is aware, and that its affiliates are aware, that Canada may request additional information, certifications, consent forms and other evidentiary elements proving identity or eligibility. Canada may also verify the information provided by the Offeror, including the information relating to the acts or convictions specified herein, through independent research, use of any government resources or by contacting third parties. Canada will declare non-responsive any offer in respect of which the information requested is missing or inaccurate, or in respect of which the information contained in the certifications is found to be untrue, in any respect, by Canada. The Offeror and any of the Offeror's affiliates, will also be required to remain free and clear of any acts or convictions specified herein during the entire period of the Standing Offer and any call-ups made against the Standing Offer.

Offerors who are incorporated, including those submitting offers as a joint venture, must provide with their offer or promptly thereafter a complete list of names of all individuals who are currently directors of the Offeror. Offerors submitting offers as sole proprietorship, including those submitting offers as a joint venture, must provide the name of the owner with their offer or promptly thereafter. Offerors submitting offers as societies, firms, partnerships or associations of persons do not need to provide lists of names. If the required names have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to comply will render the offer non-responsive. Providing the required names is a mandatory requirement for issuance of a standing offer and award of a contract.

Canada may, at any time, request that an Offeror provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form- PWGSC-TPSGC 229) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>) for any or all individuals aforementioned within the time specified. Failure to provide such Consent Forms within the time period provided will result in the offer being declared non-responsive.

2. Additional Certifications Precedent to Issuance of a Standing Offer

The certifications listed below should be completed and submitted with the offer, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirement within that time period will render the offer non-responsive.

2.1 Federal Contractors Program - \$200,000 or more

1. The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including Applicable Taxes), make a formal commitment to implement employment equity. This is a condition precedent to the issuance of a standing offer. If the Offeror, or, if the Offeror is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the issuance of a standing offer.
Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any offers from ineligible contractors, including an offer from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.
2. If the Offeror does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Offeror must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.
3. The Offeror, or, if the Offeror is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Offeror or the member of the joint venture:

- a) () is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
- b) () is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;
- c) () is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;
- d) () is subject to FCP, and has a valid certificate number as follows: _____ (e.g. has not been declared an ineligible contractor by HRSDC).

Further information on the FCP is available on the HRSDC Web site.

2.2 Former Public Servant Competitive Requirements

Contracts with former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, offerors must provide the information required below.

Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the Financial Administration Act R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

-
- i. an individual;
 - ii. an individual who has incorporated;
 - iii. a partnership made of former public servants; or
 - iv. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

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

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

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Offeror a FPS in receipt of a pension? YES () NO ()

If so, the Offeror must provide the following information, for all FPS in receipt of a pension, as applicable:

- i. name of former public servant;
- ii. date of termination of employment or retirement from the Public Service.

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

Work Force Reduction Program

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

If so, the Offeror must provide the following information:

- i. name of former public servant;
- ii. conditions of the lump sum payment incentive;
- iii. date of termination of employment;
- iv. amount of lump sum payment;
- v. rate of pay on which lump sum payment is based;
- vi. period of lump sum payment including start date, end date and number of weeks;
- vii. number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.

2.3 Canadian Content Certification

2.3.1 SACC Manual clause A3050T (2010/01/11) Canadian Content Definition

This procurement is limited to Canadian services.

The Offeror certifies that:

() the service offered is a Canadian service as defined in paragraph 2 of clause A3050T.

2.4 Status and Availability of Resources

The Offeror certifies that, should it be issued a standing offer as a result of the Request for Standing Offer, every individual proposed in its offer will be available to perform the Work resulting from a call-up against the Standing Offer as required by Canada's representatives and at the time specified in a call-up or agreed to with Canada's representatives. If for reasons beyond its control, the Offeror is unable to provide the services of an individual named in its offer, the Offeror may propose a substitute with similar qualifications and experience. The Offeror must advise the Standing Offer Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Offeror: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

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

2.5 Education and Experience

The Offeror certifies that all the information provided in the résumés submitted with its offer, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Offeror to be true and accurate. Furthermore, the Offeror warrants that every individual offered by the Offeror for the requirement is capable of performing the Work resulting from a call-up against the Standing Offer.

2.6 Capability of Resources

The Offeror or Joint Venture entity certifies that it has in-house resources capable of meeting roles and responsibilities (as outlined in Annex "A", Statement of Work) of the following categories of service, which are not being evaluated:

- (a) Account Coordination
- (b) Partnerships
- (c) Strategic Planning and Development
- (d) Graphic Design
- (e) Copywriting (English, French or Aboriginal Languages)
- (f) Copy Editing (English, French or Aboriginal Languages)
- (g) Proofreading
- (h) Translation and Adaptation
- (i) Production Management
- (j) Production Services
- (k) Media Planning and Coordination
- (l) Media Distribution (Trafficking)
- (m) Media Research

() YES () NO

2.7 Set-aside for Aboriginal Business

1. This procurement is set aside under the federal government's Procurement Strategy for Aboriginal Business, as detailed in Annex 9.4, Requirements for the Set-aside Program for Aboriginal Business, of the Supply Manual.

2. The Offeror:

- (i) certifies that it meets, and will continue to meet throughout the duration of the Offer, the requirements described in the above-mentioned annex.
- (ii) agrees that any subcontractor it engages under the Offer must satisfy the requirements described in the above-mentioned annex.
- (iii) agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.

3. The Offeror must check the applicable box below:

- (i) ☐ The Offeror is an Aboriginal business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization; OR
- (ii) ☐ The Offeror is either a joint venture consisting of two or more Aboriginal businesses or a joint venture between an Aboriginal business and a non-Aboriginal business.

4. The Offeror must check the applicable box below:

- (i) ☐ The Aboriginal business has fewer than six full-time employees; OR
- (ii) ☐ The Aboriginal business has six or more full-time employees.

5. The Offeror must, upon request by Canada, provide all information and evidence supporting this certification. The Offeror must ensure that this evidence will be available for audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The Offeror must provide all reasonably required facilities for any audits.

6. By submitting an offer, the Offeror certifies that the information submitted by the Offeror in response to the above requirements is accurate and complete.

2.8 Owner/Employee Certification - Set-aside for Aboriginal Business

If requested by the Standing Offer Authority, the Offeror must provide the following certification for each owner and employee who is Aboriginal:

I am _____ (insert "an owner" and/or "a full-time employee") of _____ (insert name of business), and an Aboriginal person, as defined in Annex 9.4 of the Supply Manual entitled "Requirements for the Set-Aside Program for Aboriginal Business".

I certify that the above statement is true and consent to its verification upon request by Canada.

Printed name of owner and/or employee

Signature of owner and/or employee

Date

2.9 Note to Offeror - Exclusivity Provision

1. The Offeror acknowledges and agrees that under the Agency of Record Contract of the Government of Canada for the provision of media placements and related services, contract (EP361-091572/001/CZ), the Offeror, its parent corporation, its subsidiary corporation and any body corporate of the Offeror's immediate family shall not be eligible to bid for any federal government procurement contracts relating to advertising during the term of contract (EP361-091572/001/CZ) or of any extension thereof.

The Offeror acknowledges and agrees that under the contract (EP361-091572/001/CZ), the Offeror's senior officials will disclose all real and potential conflicts of interest by written notice to the Contracting Authority under that contract.

The Offeror acknowledges and agrees that any subcontractor to the Offeror under contract (EP361-091572/001/CZ) is subject to the same conditions and restrictions as the Supplier under the contract (EP361-091572/001/CZ).

Therefore, the Offeror certifies that it is not the supplier under contract (EP361-091572/001/CZ), a parent corporation, a subsidiary corporation or any body corporate of the Offeror's immediate family or a subcontractor subject to the same conditions and restrictions of the said supplier under contract (EP361-091572/001/CZ). Any certification made by the Offeror that is untrue, whether made knowingly or unknowingly, or failure to comply with the conditions and restrictions mentioned above before or after contract award, or failure to comply with the request of the Contracting Authority for additional information will render the bid non-responsive and any resulting contract will be terminated for default.

2. The following definitions apply to the above provisions:

"PARENT" means, in relation to the supplier under the Agency of Record contract (EP361-091572/001/CZ), a body corporate of which the said supplier under the Agency of Record contract (EP361-091572/001/CZ) is a subsidiary within the meaning of subsection 2(5) of Canada's Business Corporations Act, RSC c C-44.

"SUBSIDIARY" means, in relation to the supplier under the Agency of Record contract (EP361-091572/001/CZ), a body corporate within the meaning of subsections 2(3) and 2(5) of Canada's Business Corporations Act, RSC c C-44, and for the purposes of the Agency of Record contract (EP361-091572/001/CZ), also includes those with a less than 50% ownership.

"FEDERAL GOVERNMENT PROCUREMENT CONTRACTS" means a contract as defined under the Government Contracts Regulations entered into by institutions identified in Schedule I, I.1 and II of the Financial Administration Act, unless excluded by specific acts, regulations or Orders in Council.

"BODY CORPORATE OF THE OFFEROR'S IMMEDIATE FAMILY" means a body corporate (including subsidiaries) that has the same parent as the supplier under the Agency of Record contract (EP361-091572/001/CZ) or means a body corporate that does not operate but acquires and hold shares or a controlling interest in the bidder under the Agency of Record contract (EP361-091572/001/CZ).

"RELATING TO ADVERTISING" means all activities involved in the purchase, by or on behalf of Canada, for the development and production of advertising campaigns and associated purchases of space or time in print or broadcast media, or in other mass media, such as digital, cinema or out-of home advertising.

"CONFLICT OF INTEREST" means any direct or indirect personal or financial interest, relationship, activity, situation or circumstance as a result of which the supplier under the Agency of Record contract

Solicitation No. - N° de l'invitation

EP361-130030/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

cz002

Client Ref. No. - N° de réf. du client

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

EP361-13-0030

cz002EP361-130030

(EP361-091572/001/CZ) is unable or may appear unable to provide impartial and objective assistance, advice or services to Canada.

PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer

1.1 The Offeror offers to perform the Work in accordance with the Statement of Work at Annex "A".

2. Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

2.1 General Conditions

2005 (2012/11/19) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

3. Term of Standing Offer

3.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from date of authorization to May 31, 2015.

3.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for up to two (2) additional one (1) year periods, under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority thirty (30) days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

4. Authorities

4.1 Standing Offer Authority

The Standing Offer Authority is:

Chris Ivany
Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
Communication Procurement Directorate
360 Albert St., 12th floor
Ottawa, Ontario K1A 0S5

Telephone: (613) 993-0048
Facsimile: (613) 949-1281
E-mail address: christopher.ivany@pwgsc.gc.ca

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

4.2 Project Authority

The Project Authority for the Standing Offer is identified in the call-up against the Standing Offer.

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up against the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

4.3 Program Authority

The Program Authority for this Standing Offer is the Advertising Coordination and Partnerships Directorate, Public Works and Government Services Canada.

The name and contact information is to be provided in the resulting Standing Offer document.

The Program Authority, PWGSC-ACPD, is responsible for reviewing advertising requirements (Statements of Work) and issuing project registration numbers for advertising initiatives, which departments must first obtain in order to contract advertising services through PWGSC - Communication Procurement Directorate. The Program Authority is also responsible for reviewing media plans for compliance with the Official Languages Act and the Federal Identity Program, and for issuing ADV numbers. It also coordinates the activities of the Agency of Record (AOR) for all media placements, and reports on GC-wide advertising.

4.4 Offeror's Representative

The Offeror's Representative for the Standing Offer is:

Name: _____
 Telephone: ____-____-_____
 Facsimile: ____-____-_____
 E-mail address: _____

5. Identified Users

The Identified User authorized to make call-ups against the Standing Offer is:

Public Works and Government Services Canada
 Acquisitions Branch
 Communication Procurement Directorate
 Constitution Square, 12th Floor
 360 Albert Street
 Ottawa, Ontario K1A 0S5

6. Offeror Selection Methodology for the Standing Offers for Advertising Services

The Contracting Authority will proceed as follows to issue Call-ups against the Standing Offers for Advertising Services:

- (a) A proportional share of the total business will be assigned for each of the top three (3) Offerors based on the highest total score.
- (b) The first three (3) Call-ups against a Standing Offer will be assigned on a first come first served basis starting with the top ranked Offeror.
- (c) All subsequent Call-ups against a Standing Offer can be made with either of the two (2) offerors that are furthest away from their shares as determined in paragraph (a) above. The Project Authority, in consultation with PWGSC, will make the individual selection based on Project Authority evaluation of the contractor's expertise. If one of the two (2) Offerors, furthest away from his share, has not been

chosen for five (5) consecutive Call-ups against a Standing Offer, the next Call-up against a Standing Offer will automatically be offered to that Offeror.

NOTE: Should an Offeror withdraw his offer or should a Standing Offer be set aside, the share will be recalculated among the remaining Offerors based on their original offers.

7. Call-up Procedure

The Contracting Authority will proceed as follows to issue Call-ups against a Standing Offer:

- (a) The Contracting Authority will ensure that a registration number has been issued by the Program Authority.
- (b) The Contracting Authority will provide the Offeror with a description of the task(s) to be performed. For each individual Call-up against a Standing Offer, offerors will be approached and considered as described in Article 6. The Offeror will be given a maximum of twenty-four (24) hours turnaround time to state its availability to provide the services within the project time frame, unless the requirement is deemed urgent by the Project Authority, in which case the turnaround time would be shorter.
- (c) The Offeror will submit a project estimate for completion of the Work outlined in the Statement of Work to the Contracting Authority, within forty-eight (48) hours of stating its availability, prior to commencement of the Work.
- (d) The project estimate will be established by multiplying the applicable rate(s) as specified in the Basis of Payment by the number of days and / or hours negotiated and agreed upon by the Contracting Authority and the Offeror. The breakdown of costs and the names of personnel shall be submitted with every proposal.
- (e) Travel and living expenses incurred under a Call-up against a Standing Offer will be reimbursed provided that prior approval from the Contracting Authority and Project Authority was obtained and that the expenses are in accordance with National Joint Council Travel Directive.
- (f) The Offeror will be authorized by the Contracting Authority to proceed with the Work by the issuance of a Call-up against a Standing Offer.
- (g) The delivery deadlines as negotiated and specified in the Call-up against a Standing Offer document must be adhered to.
- (h) The Offeror shall not undertake any of the specified Work unless and until a Call-up against a Standing Offer is issued by the Contracting Authority.

7.1 Replacement or addition of key personnel

To replace or add key personnel to the standing offer, the standing offer holder must submit the name of the proposed individual, the category of service and their curriculum vitae to the standing offer authority for evaluation. The individual will be evaluated in accordance with the applicable rated requirements C.2.2 Key Personnel - Requirements and Rated Criteria. The individual must meet the mandatory criteria and obtain the minimum pass mark of 60% in the rated criteria to be considered responsive.

8. Call-up Instrument

The Work will be authorized or confirmed by the Identified User issuing a Call-up Against a Standing Offer.

9. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$350,000.00 (Goods and Services Tax or Harmonized Sales Tax excluded).

10. Priority of Documents

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) the call up against the Standing Offer, including any annexes;
- (b) the articles of the Standing Offer;
- (c) the general conditions 2005 (2012/11/19), General Conditions - Standing Offers - Goods or Services;
- (d) the general conditions 2035 (2013/04/25), General Conditions - Higher Complexity - Services;
- (e) Annex "A", Statement of Work;
- (f) Annex "B", Basis of Payment;
- (g) the Offeror's offer dated _____

11. Certifications

11.1 Compliance

Compliance with the certifications and related documentation provided by the Offeror is a condition of authorization of the Standing Offer and subject to verification by Canada during the term of the Standing Offer and of any resulting contract that would continue beyond the period of the Standing Offer. In the event that the Offeror does not comply with any certification, provide the related documentation or if it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

11.2 SACC Manual Clauses

NUMBER	DATE	DESCRIPTION
A9117C	2007/11/30	T1204 - Direct Request by Customer Department
A2000C	2006/06/16	Foreign Nationals (Canadian Contractor)
C0705C	2010/01/11	Discretionary Audit
M3800C	2006/08/15	Estimates
M3020C	2010/01/11	Status and Availability of Resources
M3060C	2008/05/12	Canadian Content Certification

12. Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

13. Restrictive Provision

The Offeror represents and warrants that no gift, benefit or any pecuniary advantage or other inducement has been or will be paid, given, promised or offered directly or indirectly to the Offeror by any third party, including media outlets in relation to the performance of the Work.

14. Conflicting Interests

1. Subject to subsection (2), the Offeror represents, warrants and shall ensure that, to its knowledge, the services to be provided pursuant to the Standing Offer (the "services") are not creating, and will not create, during the course of the Standing Offer period a conflict with competing or opposing interests of other clients of the Offeror.

2. Where the Offeror is aware that the services are or may be in conflict with competing or opposing interests of the Offeror, the Offeror shall identify the potentially competing services and interests involved, and forthwith offer an explanation setting out the reasons why the situation would not represent a conflict of interest.

3. Where Canada becomes aware that the services are or may be in conflict with competing or opposing interests of the Offeror, Canada shall inform the Offeror of this situation, requesting an explanation setting out the reasons why the situation would not represent a conflict of interest.

4. Following a review of the Offeror's explanation, Canada may accept or reject the explanation, at the sole discretion of Canada. Canada shall deliver its decision in writing. The Offeror shall have a ten (10) working day period, from the date of receipt of the Canada's decision, to submit either a supplementary or an alternate explanation. Following a review of the Offeror's supplementary or alternate explanation, if any, Canada may either accept and agree with this supplementary explanation, or, at the sole discretion of Canada, proceed to the measures set out in subsection (5).

5. Where Canada rejects the Offeror's initial explanation (or supplementary or alternate explanation, if any) referred to in subsection (4), Canada will set-aside any Standing Offer and treat any resulting Call-up against a Standing Offer as being in default.

15. Exclusivity Provision

1. The Offeror acknowledges and agrees that under the Agency of Record Contract of the Government of Canada for the provision of media placements and related services, contract (EP361-091572/001/CZ), the contractor, its parent corporation, its subsidiary corporation and any body corporate of the contractor's immediate family shall not be eligible to bid for any federal government procurement contracts relating to advertising during the term of contract (EP361-091572/001/CZ) or of any extension thereof.

The Offeror acknowledges and agrees that under the contract (EP361-091572/001/CZ), the contractor's senior officials will disclose all real and potential conflicts of interest by written notice to the Contracting Authority under that contract.

The Offeror acknowledges and agrees that any subcontractor to the contractor under contract (EP361-091572/001/CZ) is subject to the same conditions and restrictions as the contractor under the contract (EP361-091572/001/CZ).

Therefore, the Offeror certifies that it is not the contractor under contract (EP361-091572/001/CZ), a parent corporation, a subsidiary corporation or any body corporate of the contractor's immediate family or a subcontractor subject to the same conditions and restrictions of the said contractor under contract (EP361-091572/001/CZ). Any certification made by the Offeror that is untrue, whether made knowingly or unknowingly, or failure to comply with the conditions and restrictions mentioned above before or after contract award, or failure to comply with the request of the Contracting Authority for additional information will render the bid non-responsive and any resulting contract will be terminated for default.

2. The following definitions apply to the above provisions:

"PARENT" means, in relation to the contractor under the Agency of Record contract (EP361-091572/001/CZ), a body corporate of which the said contractor under the Agency of Record contract (EP361-091572/001/CZ) is a subsidiary within the meaning of subsection 2(5) of Canada's Business Corporations Act, RSC c C-44.

"SUBSIDIARY" means, in relation to the contractor under the Agency of Record contract (EP361-091572/001/CZ), a body corporate within the meaning of subsections 2(3) and 2(5) of Canada's Business Corporations Act, RSC c C-44, and for the purposes of the Agency of Record contract (EP361-091572/001/CZ), also includes those with a less than 50% ownership.

"FEDERAL GOVERNMENT PROCUREMENT CONTRACTS" means a contract as defined under the Government Contracts Regulations entered into by institutions identified in Schedule I, I.1 and II of the Financial Administration Act, unless excluded by specific acts, regulations or Orders in Council.

"BODY CORPORATE OF THE CONTRACTOR'S IMMEDIATE FAMILY" means a body corporate (including subsidiaries) that has the same parent as the contractor under the Agency of Record contract (EP361-091572/001/CZ) or means a body corporate that does not operate but acquires and hold shares or a controlling interest in the contractor under the Agency of Record contract (EP361-091572/001/CZ).

"RELATING TO ADVERTISING" means all activities involved in the purchase, by or on behalf of Canada, for the development and production of advertising campaigns and associated purchases of space or time in print or broadcast media, or in other mass media, such as digital, cinema or out-of home advertising.

"CONFLICT OF INTEREST" means any direct or indirect personal or financial interest, relationship, activity, situation or circumstance as a result of which the contractor under the Agency of Record contract (EP361-091572/001/CZ) is unable or may appear unable to provide impartial and objective assistance, advice or services to Canada.

B. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

1. Statement of Work

The Contractor must perform the Work described in the call-up against the Standing Offer.

2. Standard Clauses and Conditions

2.1 General Conditions

2035 (2013/04/25) General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

3. Term of Contract

3.1 Period of the Contract

The Work must be completed in accordance with the call-up against the Standing Offer.

4. Payment

4.1 Basis of Payment

The Contractor will be paid in accordance with the attached ANNEX "B" (Basis of Payment) for Work performed pursuant to a Call-up against a Standing Offer and subject to acceptance by the Project Authority.

4.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____ Customs duties are _____ (insert "included", "excluded" or "subject to exemption") and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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

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

whichever comes first.

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

4.3 Method of payment

SACC Manual clause H1008C (2008/05/12) **Monthly Payment**; or

Milestone Payment

Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Call-up, article 5, Invoicing Instructions, and the payment provisions of the Contract detailed in article 4. Payment if:

- (a) an accurate and complete invoice and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- (b) all work associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada.

4.4 Payment by Credit Card

The following credit card is accepted: _____.

OR

The following credit cards are accepted: _____ and _____.

5. Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- a. category of services and names of resources, number of hours per category and hourly rates;
- b. a copy of time sheets to support the time claimed;
- c. a copy of the release document and any other documents as specified in the Contract;
- d. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
- e. a copy of the monthly progress report, if applicable.

Invoices must be distributed as follows:

The original and one (1) copy must be forwarded to the Project Authority identified under the section entitled "Authorities" of the Contract.

One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

Schedule of Milestones: if applicable.

6. Authorities

6.1 Contracting Authority

The Contracting Authority for the Call-up will be identified in the resulting Call-up against the Standing Offer.

The Contracting Authority is responsible for the management of the Call-up, and any changes to the Call-up 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.

6.2 Project Authority

The Project Authority for the Standing Offer will be identified in the Call-up against the Standing Offer.

The Program Authority, PWGSC-ACPD, is the representative of the department or agency for whom the Work is being carried out under the Call-up and is responsible for all matters concerning the technical content of the Work under the Call-up. 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 call-up amendment issued by the Contracting Authority.

6.3 Program Authority

The Program Authority for this Standing Offer will be identified in the resulting Call-up against the Standing Offer.

The Program Authority, PWGSC-ACPD, is responsible for reviewing advertising requirements (Statements of Work) and issuing project registration numbers for advertising initiatives, which departments must first obtain in order to contract advertising services through PWGSC - Communication Procurement Directorate. The Program Authority is also responsible for reviewing media plans for compliance with the Official Languages Act and the Federal Identity Program, and for issuing ADV numbers. It also coordinates the activities of the Agency of Record (AOR) for all media placements, and reports on GC-wide advertising.

7. Basis for Canada's Ownership of Intellectual Property

PWGSC has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds: where the material developed or produced consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.

ANNEX A : STATEMENT OF WORK

1. Background

Through this Solicitation, the Government of Canada (GC) is seeking to establish Set-Aside Standing Offers for advertising services from a number of Offerors to reach primarily Aboriginal audiences.

Advertising is an important way for the GC to communicate with Canadians. The GC uses advertising to support social, economic and cultural objectives of the government to ensure that Canadians are informed of services, programs, initiatives and policies. Advertising is also an essential tool used to alert the population about environmental and public health and safety issues, invite consultation on matters of public interest, and notify people about their legal rights and obligations. All federal advertising is conducted in accordance with the Communications Policy of the Government of Canada.

The resulting GC Set-Aside Standing Offers will be accessed as needed to reach aboriginal audiences for advertising requirements of GC institutions identified in Schedules I, I.1 and II of the Financial Administration Act, located at: www.justice.gc.ca, unless excluded by specific acts, regulations or Orders in Council.

This document outlines the services that an advertising agency will be expected to deliver to the GC under these Standing Offers.

It is important to note that all GC advertising is produced in both official languages of Canada. For more information about federal Acts and regulations as they relate to GC advertising, please refer to section A.7 - Reference Web Sites.

The GC's advertising function is managed in a coordinated approach with a decentralized delivery system. A description of the roles and responsibilities of the key institutions and organizations that are responsible for the management of advertising is available at the following website:
http://www.tbs-sct.gc.ca/pubs_pol/sipubs/comm/adv-pub/rr-rr_e.asp

All media negotiations and buying services are conducted exclusively by the GC's Agency of Record (AOR) and, therefore, are not included in this requirement. Advertising agencies must coordinate all media negotiations through the AOR.

The annual reports on the GC's advertising can be found at the following Web site:
<http://www.tpsgc-pwgsc.gc.ca/pub-adv/index-eng.html>

2. Overview

The Statement of Work (SOW) for a Set-Aside Standing Offer could encompass the following services in advertising projects:

- Account management and coordination services
- Strategic services
- Creative and production services
- Media services

The Offeror may be working under very short timeframes as most of the requests are on an urgent basis. No rush charges will be paid as it is understood that this is the nature of the work.

3. Project Management Overview

As part of its normal service delivery, the Offeror will be responsible to adhere to the following project management principles:

3.1 Commitment and Resources

- Commit to providing the best value for services to the GC from concept to execution of advertising services.
- Ensure availability of advertising agency resources and that qualified personnel is applied to meet the objectives, deadlines, quality standards and budget, as outlined by the Project Authority (PA) for a specific advertising requirement.
- Build a knowledge base and keep up-to-date on the issues facing government institutions.
- Demonstrate a high level of responsiveness and the ability to react quickly.
- Exhibit financial reliability and administrative control through documented processes for all transactions on behalf of government business.
- Ensure that all advertising agency output in connection with the Standing Offers reflects public sector sensitivities.

3.2 Confidentiality and Conflict

- Acknowledge the responsibility to treat information and strategies from the GC as strictly confidential, and only make available to employees and outsourced Contractors on an as-and-when-needed basis.
- Make disclosure if the Offeror is coincidentally contracted with another client that has advertising and communication needs that are counter to the interests of the specific objectives to the Standing Offer in question.

3.3 Financial Control and Verification

3.3.1 Information Management

- Document the internal processes that are used by the advertising agency to track projects.
- Document internal processes for financial controls in managing the budget and monitoring labour costs for the work outlined in the SOW for the advertising requirement.

3.3.2 Budget Control

- Implement a budget control procedure in a manner agreed to by the PA at the outset of the assignment. The budget control must record released funds and must contain detailed planned, actual and adjusted costs. The advertising budget control system must ensure that all funds and expenditures in the client's account are properly recorded and auditable.

Prior to making any changes to the objectives and strategies contained in the SOW, it is mandatory that those additional costs always be authorized by the PA and that an amendment to the Call-up against a Standing Offer be issued by PWGSC to reflect the additional cost prior to production or realization.

3.3.3 Audit Trail

- Maintain documents and records for the purpose of verifying any production or other orders and invoices from outside suppliers for expenses which the advertising agency has incurred on behalf of, and re-billed to, the GC. These documents and records are to be maintained for a period of six (6) years from date of final payment.

3.3.4 Time and Staff Remuneration

- An hourly rate system will be the basis of payment for the Standing Offers. The advertising agency shall specify all actual hours in respect to the specific assignment, and in respect of each individual staff member with an allocation of time by number of hours per day and date. Time and staff must be monitored by the advertising agency so as not to exceed the budget for remuneration.

4. Services Required

The SOW for a Standing Offer could encompass the following services in advertising projects:

Account Management and Coordination Services

Account management

Account coordination

Partnerships

Strategic Services

Strategic planning and development

Media strategy and direction

Creative and Production Services

Creative direction

Graphic design

Copy writing (English, French or Aboriginal languages)

Copy editing (English, French or Aboriginal languages)

Translation and adaptation

- English and French
- Aboriginal languages
- Ethnic languages

Proofreading

- English and French
- Aboriginal languages
- Ethnic languages

Production management for:

- Print
- Broadcast
- Out-of-Home
- Digital
- Cinema

Production services for:

- Print
- Broadcast
- Out-of-Home
- Digital
- Cinema

Media Services

Media research

Media planning and coordination

Media distribution (trafficking)

It is important to note that PWGSC is responsible for coordinating GC public opinion research and provides advisory services to federal departments and agencies through its Public Opinion Research Directorate (PORD). Therefore, public opinion research does not form part of the requirement.

Regardless of position titles, all individuals proposed for each category of service must meet the minimum level of qualification for that category of service. Should the proposed individual(s) not meet the minimum level of qualification, the individual(s) will not be authorized to perform work for any resulting call-up against a Standing Offer.

4.1 Account Management and Coordination Services

4.1.1 Account Management

The designated resource providing account management services will be responsible for the following:

- Work on the day-to-day development and execution of account management and coordination services.
- Ensure that all procedures for Call-ups against Standing Offer have been followed and correct documentation is in place.
- Document all activities in all categories of service and all direct costs that include the level of effort (time and resources) to deliver the services required by the PA.

-
- Adhere to all procedures (including budgets, time, and staff resources) and ensure that correct documentation is in place.
 - Ensure that changes to the SOW are documented and approved by the PA, and that amendments to the call-up are issued by the Contracting Authority prior to the work being done.
 - Manage on a day-to-day basis all resources working on the development and production of advertising and marketing/partnership materials.
 - Work cohesively with colleagues in order to deliver good value for money to the GC on a timely basis.
 - Attend client briefings and meetings, and participate in conference calls as required.
 - Provide cost reports detailing the monitoring of developing campaigns, budgets and work schedules; produce timely estimates for approval; advise of budget variances.
 - Facilitate creative production and ensure all creative elements have the PA's approval prior to production.
 - Supervise and report on any work produced by approved sub-contractors.

4.1.2 Account Coordination

The designated resource providing account coordination services will be responsible for the following:

- Provide continuous account support to the PA to deliver all of the advertising components as detailed in the SOW.
- Assist the designated resource responsible for account management in the accomplishment of his roles and responsibilities which include, but are not limited to:
 - Attending client briefings and meetings (upon request);
 - Providing contact reports and budget reports detailing the monitoring of developing campaigns;
 - Providing budgets and timetables;
 - Producing timely estimates for approval;
 - Advising of budget variances;
 - Facilitating creative production.

4.1.3 Partnerships

Partnerships or collaborative arrangements may be sought to increase the visibility and overall success of a GC advertising campaign. These partnerships can take many forms and can include participation from media suppliers.

Within the scope of developing partnerships and subject to approval from the PA, the designated resource providing partnership or collaborative arrangements development services will be responsible for the following:

- Outline the potential types of partnership(s).
- Develop and propose the objectives, key elements and goals of the partnership(s).
- Identify potential partners.
- Inform the AOR if media suppliers are identified.
- Oversee various aspects of the partnership(s) which may include, but are not limited to:
 - Developing the request for proposal, or letter of agreement, or other partnership documentation for approval by the PA;
 - Consulting with the AOR on all media elements including evaluation of media opportunities, as required;
 - Distributing the request for proposal, or letter of agreement, or other partnership documentation to the potential partners, as required;
 - Participating in the evaluation of the proposals led by the PA, as required;
 - Communicating with partners on behalf of the GC;
 - Developing partnership materials for approval by the PA;
 - Distributing relevant materials to partners;
 - Evaluating partnership activities and briefing the PA on performance and results.

The AOR is the sole agent mandated to negotiate with media suppliers in the name of the GC. Within this context, the Contractor must contact the AOR to initiate any and all negotiations with media suppliers for media opportunities.

4.2 Strategic Services

4.2.1 Strategic Planning and Development

The designated resource providing strategic planning and development services will be responsible for the following:

- Develop a strategy or communication plan for advertising services to assist in creating public awareness of, and/or encouraging a call to action for, products, services or issues of the GC which may require expertise in specific areas as determined in the Call-up against a Standing Offer.
- Work in collaboration with the designated resource responsible for media strategy and direction to:
 - Provide advice and guidance on the use of new and emerging media, and methods of execution.
 - Use information provided in the SOW and creative brief to prepare the overarching strategy and/or communication plan. The Contractor may also need to provide secondary research and analysis data on which to base advertising strategies and/or communication plans. These can include, but are not limited to:
 - Consumer and market research
 - Target market analyses, proprietary research tools, etc.
 - Detail the objectives, strategies and execution that will be undertaken in the advertising strategy and/or communication plan. It should include measures to assess the effectiveness of the advertising to determine if it meets objectives. It can include:
 - Marketing and advertising objectives
 - Branding
 - Target audience
 - Key messages
 - Creative strategy and concepts (artwork and layout)
 - Recommendation for research and creative pre-testing, as required
 - Budget
 - Timing
 - Rationale
 - Deliverables
 - Indicated actions and next steps
 - Evaluation process
- Ensure the advertising strategy and/or communication plan has signed authorization by the PA prior to implementation.

4.2.2 Media Strategy and Direction

The designated resource providing media strategy and direction services will be responsible for the following:

- Develop media strategies and tactical plans that are rationalized and supported by media analyses and consumer insights.
- Develop media strategies that respond to the objectives of the campaign and optimize cost efficiencies and effectiveness. Consideration of all traditional and non-traditional media channels and their role in the overall advertising strategy and/or communication plan (paid, owned and earned) is essential.
- Work in collaboration with the designated resource responsible for strategic planning and development to:
 - Provide advice and guidance on the use of new and emerging media, and methods of execution;
 - Use information from the creative and media briefs, consumer and market research, and proprietary research to develop media insights to inform the strategy and/or communication plan.
 - Provide the basic components, rationale and research support for the following:
 - Media objectives

-
- Target demographics
 - National coverage
 - Campaign timing
 - Media selection
 - Recommended media weights
 - Media estimates
 - Recommended reach and frequency
 - Media properties
 - Media costs by property
 - Total media budget
 - Media distribution plan
 - Other functions/responsibilities include, but are not limited to:
 - Ensure a close working relationship with the AOR by:
 - Facilitating media plan sign-off by the PA. It is the responsibility of the Contractor to ensure that all media negotiations and placements are only made through the AOR;
 - Briefing the AOR on media plan specifications.
 - Develop accurate cost estimates and budget control of all media activities for easy client access and retrieval.
 - Analyze and interpret pre-buy reports prior to air date and publication date, to update the client on campaign delivery and performance.
 - Analyze and interpret post-buy reports to update the client on campaign delivery and performance.

4.3 Creative and Production Services

4.3.1 Creative Direction

The designated resource providing creative direction services will be responsible for the following:

- Oversee and provide direction on overall quality of all creative elements, concepts, development, and production of all advertising products as well as any marketing/partnership materials developed in support of the advertising products.
- Attend client briefings and meetings, and participate in conference calls as required;
- Assign, direct and supervise all aspects of the production team including copywriting, graphic design, copy editing, proofreading, translation and adaptation, management, and production services.
- Oversee and provide direction for all creative work produced by sub-contractors.

4.3.2 Graphic Design

The designated resource providing graphic design services will be responsible for the following:

- Develop creative concepts with copy and artwork, as well as facilitate the production of all creative materials needed to satisfy the objectives contained in the advertising strategy and/or communication plan.
- Create broadcast, digital, out-of-home, cinema, and print advertisements to inform the public of government programs and services.
- Work in collaboration with the designated resource providing creative direction to advise the client where and when to use existing assets and when original work may be required.
- Provide a range of creative services that can accommodate highly targeted applications (e.g., health care, social/societal, recruitment, etc.).
- Adapt/tailor existing creative developed for a mainstream campaign to have the execution resonate with Aboriginal audiences.

4.3.3 Copy Writing (English, French or Aboriginal languages)

The designated resource providing copy writing services will be responsible for the following:

- Direction and overall quality of all copy elements from concepts to final products, including advertising products and marketing/partnership materials.

- Create new copy and/or provide revisions to existing copy of all materials in both official languages, Aboriginal languages and ethnic languages, as needed.
- Ensure messaging is consistent with the target audience(s).

4.3.4 Copy Editing (English, French or Aboriginal languages)

The designated resource providing copy editing services will be responsible for the following:

- Copy editing for a variety of media such as broadcast, digital, out-of-home, cinema, and print.
- Provide copy editing for media in one of the official languages, Aboriginal languages and ethnic languages, as required.
- Ensure messaging is consistent with the target audience(s).

4.3.5 Translation and Adaptation

The designated resource providing translation and adaptation services will be responsible for the following:

- Provide or manage the translation and adaptation of materials in both official languages.
- Provide or manage the translation and adaptation of materials into Aboriginal languages, as and when required.
- Provide or manage the translation and adaptation of materials into ethnic languages, as and when required.

4.3.6 Proofreading (English, French or Aboriginal languages)

The designated resource providing proofreading services will be responsible for the following:

- Proofreading of copy to ensure accuracy.
- Proofreading of copy to ensure the proper equivalency is maintained between the two official languages.
- Manage proofreading of materials that have been translated into ethnic/Aboriginal languages, as and when required.

4.3.7 Production Management

The designated resource providing production management services will be responsible for the following:

- Provide production management services for multi-media advertising products such as, broadcast, digital, out-of-home, cinema, and print, as well as marketing/partnership materials.
- Ensure production supervision and quality control of materials, including work that is outsourced for broadcast, digital, out-of-home, cinema, and print, as well as marketing/partnership materials.
- Adhere to creative constraints outlined in Section 5.3
 - Supply experienced production management services including, but not limited to:
 - Print
 - Broadcast
 - Out-of-Home:
 - Digital
 - Cinema
 - Marketing/partnership materials
 - Provide production management services including, but not limited to:
 - Accurately estimating costs;
 - Negotiating with production sub-contractors;
 - Establishing contingency plans in case of unforeseen events;
 - Following required tendering processes for sub-contracting;
 - Obtaining legal clearance for intellectual property;
 - Negotiating copyright on behalf of the Crown;
 - Casting, negotiating, contracting and paying talent and residuals; and
 - Obtaining and documenting talent releases.

4.3.8 Production Services

The designated resource providing production services will be responsible for the following, but not limited to:

- Cinema production
- Print production:
- Broadcast production:
 - TV and audio production
 - Video and audio duplication
- Digital production:
 - Internet
 - Digital media
 - Interactive media
- Out-of-home
- Marketing/partnership material production

All "Studio Services" including items such as file retrieval, burning CDs, uploads to extranet, mounting and mock-ups, etc., to support the development of advertising and marketing/partnership must be included within the production services category of services under the areas of service identified above.

4.4 Media Services

4.4.1 Media Research

The designated resource providing media research services will be responsible for the following:

- Research availability of media
- Research demographics, target audiences, and market trends.
- Research new and emerging media.

4.4.2 Media Planning and Coordination

The designated resource providing media planning and coordination services will be responsible for the following:

- Develop media plans that respond to the needs of the communication plan and/or advertising strategy objectives including, but not limited to:
 - Campaign timing;
 - Media selection and rationale including:
 - Recommended media placement for television, radio, cinema, print, and digital media;
 - Recommended media placement for out-of-home materials by type of product (e.g., transit posters, billboards, digital screens), and traffic/audience exposure;
 - Media weights and ad size;
 - Media costs;
 - Reach and frequency;
 - Media properties;
 - Media costs by property;
 - Total media budgets by media;
 - Flight plan; and
 - Flow chart of activity and media exposure such as Gross Rating Points (GRPs) and readership.
- Produce all media plans in accordance with the media plan template provided by PWGSC
- Ensure a close working relationship with the AOR by:
 - Using the appropriate AOR planning cost guides; and
 - Briefing the AOR on media plan specifications.
- Facilitate media plan sign-off. All media plan recommendations must have signed approval by the PA. It is the responsibility of the advertising agency to ensure that all media negotiations and placements are only made through the AOR.
- Develop accurate cost estimates and budget control of all media activities for easy client access and retrieval.

-
- Develop media plans in compliance with the Official Languages Act.
 - Work in collaboration with the designated resource responsible for media strategy and direction to:
 - Analyze and interpret pre-buy reports prior to air date and publication date, to demonstrate the successful execution of the media strategy, for the purpose of updating the client on campaign delivery and performance.
 - Analyze and interpret post-buy reports on outcome of campaign for the purpose of updating the client on campaign delivery and performance.
 - Review and approve AOR reports and recommendations received periodically and provide timely responses to the client department via email or revised media plans for implementation.
 - Develop a list of positive and negative keywords and text links.
 - Work in collaboration with the designated resource providing media research to:
 - Research the availability of media;
 - Research demographics, target audiences, and market trends;
 - Research new and emerging media.

4.4.3 Media Distribution (Trafficking):

The designated resource providing media distribution services will be responsible for the following:

- Compile a list of media distribution (trafficking) contact information for delivery of creative(s).
- Ensure delivery of creative(s) in proper formats to each media outlet in a timely fashion.

Ad server services are not included in this requirement. This service is covered under contract with the AOR responsible for all services related to ad servers.

5. Work and Contract Constraints

Offerors should be aware of the following constraints that will affect how the work must be done:

5.1 Policies and Acts Constraints

The GC implements advertising in compliance with procedures and regulations of the Communications Policy of the Government of Canada, the Federal Identity Program Policy (Section 5(6) and Appendix A, sub-sections 3.2, 3.3), the Contracting Policy, the Official Languages Act (Articles 7, 11, 12, 13, and 30), the Multiculturalism Act, Common Services Policy, the Privacy Act, and the Standard on Web Accessibility (see section A.7 - Reference Web Sites).

The Offeror must maintain financial records in support of each government institution's responsibilities under the Financial Administration Act and provide information in support of each government institution's responsibilities under the Access to Information Act. See A.7, Reference Websites.

5.2 Approval Process Constraints

The Offeror will be receiving requests (call-ups) from PWGSC on behalf of various institutions. The PA identified within each call-up will be responsible for providing written approval of all the Contractor's work, receiving all final deliverable materials, and verifying that value for money has been obtained.

The Offeror must submit proposed creative materials for all formats to the PA for written approval. All media plan recommendations must have signed approval by the PA and be issued an ADV number by PWGSC prior to release to the AOR for placement. It is the responsibility of the advertising agency to ensure that all media placements are only made through the AOR.

The approvals process will vary within each client institution and may include multiple levels of approvals from several stakeholders. Therefore, the timing of the approvals process may impact production schedules.

5.3 Creative Constraints

The Offeror must consider cultural diversity in the development of all creative elements.

All television and cinema advertisements must contain the Canada Wordmark as the last image of the advertisement, and the image must remain on the screen for 4 seconds.

Approved animation of the flag symbol precedes the static form of the Canada Wordmark in television and cinema advertisements.

All television, cinema and radio advertisements must end with the narration: "A message from the Government of Canada" in the language of the advertisement.

Approved musical signature (first 4 notes of "O Canada", lasting 1.5 seconds) must play following the audio signature "A message of the Government of Canada".

For television and cinema advertisements, the voice-over must be announced over a static screen image of the Canada Wordmark by itself, and be at least 2.5 seconds.

All digital and print advertisements, including marketing/partnership materials, must contain the appropriate Federal Identity Program (FIP) corporate signature, as well as the Canada Word mark. To learn more about FIP, please consult the following Web site:
http://www.tbs-sct.gc.ca/fip-pcim/index_e.asp

The PA is to provide any logos to be used.

5.4 Media Planning Constraints

All media plans produced by the Contractor must be compliant with the Official Languages Act. Furthermore, in line with the Communication Policy, institutions must determine their obligations under Sections 11 and 30 of the Official Languages Act to ensure compliance in all advertising. Moreover, institutions must respect the GC's commitment, stated in Part VII of the Act, to enhance the vitality of official language minority communities. Advertising plans and campaigns must address the needs, concerns, and language preferences of such communities. Media buys must include the purchase of advertising space and time in media serving a community's official language minority, be it English or French.

The Contractor must use the media lists provided by, and available from, the AOR.

6. Reference Web Sites

Public Works and Government Services Canada:
<http://www.pwgsc.gc.ca>

Communications Policy of the Government of Canada:
<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=12316>

Official Languages Act and Access to Information Act:
<http://www.justice.gc.ca>

Federal Identity Program:
<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=12314>

Contracting Policy:
<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494>

Multiculturalism Act:

Solicitation No. - N° de l'invitation

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Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

cz002

Client Ref. No. - N° de réf. du client

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

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<http://laws-lois.justice.gc.ca/eng/acts/c-18.7>

Common Services Policy:

<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=12025§ion=text>

Privacy Act:

<http://laws-lois.justice.gc.ca/eng/acts/P-21/index.html>

Standard on Web Accessibility:

<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=23601§ion=text>

ANNEX "B"

BASIS OF PAYMENT

NOTE TO OFFERORS:

Offerors must submit an hourly rate for each of the three (3) key categories of services and one single blended hourly rate (see table below under B.1) The single blended hourly rate to be submitted is the rate Offerors will charge for any of the following services:

- Account Coordination
- Partnerships
- Strategic Planning & Development
- Graphic Design
- Copywriting
- Copy Editing
- Translation & Adaptation
- Proofreading
- Production Management
- Production Services
- Media Research
- Media Planning & Coordination
- Media Distribution

The names of resources which will be identified in any resulting call-up against the Standing Offer must meet the minimum requirements for the category of service for which they are being proposed, as described in Annex "A" - Statement of Work, Section 4. Services Required.

The Offeror will be paid in accordance with the following Basis of Payment for Work performed pursuant to any resulting Call-up against the Standing Offer.

Offerors must include all agency charges in their hourly rates as no other agency fee or commission will be payable above these rates.

The hourly rates are firm and will be used in the evaluation.

B.1 HOURLY RATES FOR THE STANDING OFFER FOR ADVERTISING SERVICES

The firm hourly rates are all inclusive. They include the cost of labour, fringe benefits, general and administrative expenses, overhead, profit and the like, excepting only GST and HST if applicable. All expenses normally incurred in providing the services (i.e., project office space [including Offeror's hardware and software], word processing, reports, work estimates, photocopying, courier and telephone charges, local travel and the like) are included in the firm hourly rate identified hereunder, and will not be permitted as direct charges under any Call-up against a Standing Offer. **The Offeror is not permitted to charge hourly rates to prepare work estimates.**

The rates are in Canadian currency, Customs and duties are included, and Harmonized Sales Tax (HST) is extra, if applicable.

Category of Service	NAME OF RESOURCE(S)	HOURLY RATE INITIAL 2-YEAR PERIOD	HOURLY RATE EXTENSION PERIOD 1	HOURLY RATE EXTENSION PERIOD 2
Account Management	To be identified in each call-up	\$ _____	\$ _____	\$ _____

Solicitation No. - N° de l'invitation

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Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

cz002

Client Ref. No. - N° de réf. du client

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

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Media Strategy and Direction	To be identified in each call-up	\$ _____	\$ _____	\$ _____
Creative Direction	To be identified in each call-up	\$ _____	\$ _____	\$ _____
Blended Hourly Rate	Identification not required	\$ _____	\$ _____	\$ _____

B.2 PRODUCTION COSTS

The production costs are costs associated with the production of the ads and marketing/partnership activities and products, excluding the professional fees billed as hourly rate.

Production costs will be reimbursed at cost, as subcontracted services and direct expenses.

B.2.1 SUBCONTRACTED SERVICES

The Offeror will be reimbursed at cost for any actual expenditures reasonably and properly incurred to acquire goods and services from outside suppliers at the suppliers' price, net of any trade or prompt payment discounts.

For each subcontracted service over \$25,000.00 (GST/HST included), during the life of the contract which includes the option periods, the Offeror will obtain competitive bids from no less than three outside suppliers. The Offeror must provide to the Contracting Authority and the Project Authority, the names of the suppliers who submitted bids, the total amount of each bid obtained, the selection criteria, and the results.

B.2.2 DIRECT EXPENSES

The professional fees submitted in B.1 are all inclusive.

The Offeror will be reimbursed for expenses not covered in the Hourly Rates, in certain cases and at the sole discretion of Canada, where services outside of normal overhead expenses are required to complete the Work. Such expenses may be allowable as direct expenses given the service(s) is/are documented upon approval of the Estimate. These expenses will be reimbursed net of any discounts, with no mark-up, provided the costs are approved in advance by the Project Authority and they are reasonably and properly incurred in carrying out production and advertising services.

B.3 TRAVEL AND LIVING EXPENSES

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the National Joint Council Travel Directive and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

All payments are subject to audit by Canada.

All travel must have prior authorization of the Project Authority.

B.4 CONTRACTUAL JOINT VENTURE (IF APPLICABLE)

The Offeror is a contractual joint venture and the signatories are acting and responsible jointly and severally. The payment of monies under the Contract to the identified lead member, (insert name), shall be deemed a payment to all signatories and furthermore, will act as a release from all parties. In addition, it is agreed that giving notice by Canada to the identified lead member shall be deemed notice to all parties.

ANNEX "C"

TECHNICAL AND FINANCIAL EVALUATION

C.1 MANDATORY TECHNICAL CRITERIA

The Offeror **MUST** meet all the mandatory requirements of the RFP.

C.1.1 EXPERIENCE OF THE OFFEROR

The Offeror **MUST** submit three (3) examples of advertising/marketing campaigns which were completed* within the last three (3) years of the bid closing date. For each example, the Offeror **MUST** provide five (5) electronic copies of associated creative samples.

*Completed advertising/marketing campaign is one for which the planning and production have been completed, tactics have been executed, and measured results are known.

C.1.2 KEY PERSONNEL

The Offeror **MUST** propose a minimum of one (1) but not more than three (3) resources per key personnel category.

The minimum years of experience for proposed resources per category are:

- Account Management - three (3) years as an Account Director, Senior Account Director or equivalent
- Media Strategy & Direction - five (5) years as a Media Director, Corporate Media Director or equivalent
- Creative Direction - five (5) years as a Creative Director, Executive Creative Director, Group Creative Director or equivalent

C.1.3 The Offeror **MUST** comply with the certification requirements as described in Part 5.

C.2. POINT RATED TECHNICAL CRITERIA

Rated Criteria	Minimum Points Required	Maximum Points
C.2.1. Experience of the Offeror	342	570
C.2.2 Key Personnel	180	300
C.2.3 Management Approach	60	100
C.2.4 Environmental	N/A	30

Offerors that fail to meet the minimum points in each rated criterion will not be evaluated further and will be considered non-responsive.

The following scoring grid will be used for the evaluation of all rated criteria.

Percentage	Rating Level	Description
80-100%	Strong	<ul style="list-style-type: none"> – The information is comprehensive and provides an excellent picture of what was requested. – Meets all and exceeds many or all the requirements of the capability, expertise or capacity being evaluated. No inherent weaknesses. Distinguish themselves from the norm.
60-79%	Satisfactory	<ul style="list-style-type: none"> – The information provides a good picture of what was requested. Some aspects are less clear. – Meets most of the requirements of the capability, expertise or capacity being evaluated. Overall, the strengths outnumber the one or two moderate, or several minor weaknesses or deficiencies that are present. The weaknesses pose no important risk to the project.
40-59%	Weak	<ul style="list-style-type: none"> – The information provides only a partial picture of what was requested and is therefore, difficult to evaluate. – Meets some of the requirements of the capability, expertise or capacity being evaluated. One or more major weaknesses or deficiencies are present which pose important risk to the project.
0-39%	Unacceptable	<ul style="list-style-type: none"> – Did not submit enough or the right information to adequately evaluate the requirement.

C.2.1 EXPERIENCE OF THE OFFEROR - REQUIREMENTS AND RATED CRITERIA

What we are looking for:

Demonstration that the Offeror or its senior personnel has developed compelling and insightful creative solutions using a variety of traditional and non-traditional media targeted to Aboriginal audiences to solve business or social issues for their clients (e.g., raise awareness of a product or service, increase sales, promote a healthy behaviour, etc.). And, a demonstration that the Offeror has superior production capabilities.

EXPERIENCE OF THE OFFEROR - REQUIREMENT 1:

The Offeror should provide three (3) examples of advertising/marketing campaigns, which were completed* within the past three (3) years of the bid closing date and produced by the Offeror or its senior

personnel. At least two (2) of the examples provided must include Aboriginal people(s) as their primary audience and one (1) example must clearly demonstrate the Offeror's ability to adapt creative concepts developed for a mainstream audience to an Aboriginal audience. For each example provided, the Offeror should follow the Example Template provided at the end of Section C.2.1.

*Completed advertising/marketing campaign is one for which the planning and production have been completed, tactics have been executed, and measured results are known.

EXPERIENCE OF THE OFFEROR - REQUIREMENT 2:

- A. The Offeror should provide the percentage of their business volume (net of media cost) in each of the following media types for the last three years.

Type of media	Most recent completed fiscal year (%)	Previous Year (%)	Two Years Previous (%)
<ul style="list-style-type: none"> – TV – Print – Radio – Digital (search, display, etc.) – Out-of-Home – Cinema – Other (specify) 			

- B. The Offeror should describe their firm's understanding of the unique characteristics of each medium, and how they are applied to an advertising/marketing campaign. (Limit 300 words)

EXPERIENCE OF THE OFFEROR - RATED CRITERIA

The following criteria will be evaluated based on the three examples of advertising/marketing campaigns submitted by the Offeror (EXPERIENCE REQUIREMENT 1).

For criteria **C.2.1.1**, **C.2.1.2** and **C.2.1.3**, the technical score will be calculated by taking an average score obtained for each example.

For criteria **C.2.1.4**, the technical score will be evaluated using the information provided in the three examples collectively. The information requested about Business Volume by Media (EXPERIENCE REQUIREMENT 2) will be evaluated under **C.2.1.4**.

C.2.1.1 Strategic Thinking (Solution/Creative Concept) - 150 Points

The Offeror:

- clearly and succinctly articulated the client's objectives and the role of the Agency;
- demonstrated an in-depth understanding of the product/service/social issue market(s) and target audience(s);
- demonstrated an in-depth understanding of cultural differences and diversity among Aboriginal people(s).
- extrapolated key insight(s) to rationalize creative and media recommendations;
- recommended insightful creative that was audience appropriate and described why and how the creative idea resonated with and motivated the target audience(s);

- rationalized how the creative examples worked together, and why, to achieve the stated business objective(s).

C.2.1.2 Strategic Thinking (Media) - 150 Points total

The Offeror:

- developed a comprehensive approach to recommending specific communications vehicles to meet the objective(s);
- recommendations were supported by evidence (i.e. media research tools, proprietary research) and focused on results;
- the execution was true to the strategy.

C.2.1.3 Quality of Creative Materials - 120 Points

The production quality of the various elements (e.g., layout, on-screen talents' performance; voice over, sound, animation, art direction, cinematography, overall technical, photography) was technically sound.

C.2.1.4 Breadth and Depth of Experience with a Range of Media- 150 Points

Demonstrated experience in employing a variety of traditional media (e.g., television, radio, cinema, print, out-of-home, digital including mobile and interactive) to reach a broad range of audiences and cultures.

EXPERIENCE OF THE OFFEROR - EXAMPLE TEMPLATE

The Offeror should: use the headings and sub-headings provided below; use plain language; provide facts and sources; and ensure that creative samples are properly labeled.

EXAMPLE # _____

SECTION I: BACKGROUND INFORMATION

Agency Name:

Campaign Name:

Client Name:

Campaign Dates:

Geographic Area Covered:

Campaign Budget Range:

___ Under \$500K

___ \$500K to \$1M

___ \$1M to \$2M

___ \$2M to \$3M

___ \$3M to \$4M

___ over \$4M

SECTION II: SITUATION ANALYSIS (Limit 300 words)

Describe your client's business requirement, challenge, or opportunity and what your agency was hired to do. Include a description of the product/service/social issue at the heart of the campaign, the market(s) and the target audience(s).

SECTION III: STRATEGIC THINKING (Limit 700 words)

Describe the strategic thinking behind the creative approach and the media strategy that you developed to respond to your client's objectives. This should include: a summary of the key data, information, and/or insights (including media research tools and/or proprietary research) that anchored your strategic recommendations and why; a description of the creative idea; the central

message; the target audience(s); your rationale to explain why the idea would be compelling to the target audience(s); how you addressed cultural differences; and, a summary of the media strategy and why it would meet the objectives.

SECTION IV: CAMPAIGN EXECUTION (Limit 400 words)

Describe what communication approaches were used and how all the elements of the campaign worked together. Explain how the creative idea was executed in the various media and illustrate the role of each element and the synergy between them. Summarize the media plan (percentage of budget allocated to each medium, weight levels, and roll-out dates by medium) and the rationale behind it.

SECTION V: RESULTS (Limit 300 words)

Summarize the campaign results. Results must be for the entire campaign period and should not only relate to specific peaks where results were the best. Include campaign metrics (key performance indicators) and outcome(s) relative to the benchmarks and the client's business objectives.

SECTION VI: GENERAL (OPTIONAL) (Limit 300 words)

Provide any additional information that could be useful in better understanding the outcome of the campaign and the contribution of your company. For example, specific challenges which were identified and resolved, award(s) received for the campaign, etc.

SECTION VII: CREATIVE SAMPLES

Provide five (5) digital samples of final versions* of all related campaign creative materials, (on CD, DVD or flash drive) formatted for viewing in Microsoft Windows to include:

- Image Files - .pdf file type;
- Video Files - QuickTime for Windows - .mov file type - .avi file type / H.264 compression / 4:3 NTSC (i.e. 640x480) or 16:9 NTSC (i.e. 720x480) / 8Mbps / 16 bit, stereo, 48khz;
- Audio Files -mp3, stereo, 128kbps.

*Final versions refer to those that appeared in media. Draft creative will not be accepted.

C.2.2 KEY PERSONNEL - REQUIREMENTS AND RATED CRITERIA

What we are looking for:

Demonstration that the Offeror has personnel in key service categories with the capability, capacity and expertise to provide the required services and deliverables listed in the Statement of Work.

KEY PERSONNEL - REQUIREMENT 1:

For each of the three service categories below, the Offeror should provide a minimum of one (1) to a maximum of three (3) C.V.'s of proposed individuals who will be assigned to work on Government of Canada campaigns. Only those individuals who meet the minimum number of years of experience required for each category of service (described in C.1.2) will be evaluated.

The score for each category will be calculated using the average score obtained by each resource.

Categories of Service

- Account Management;
- Media Strategy and Direction; and
- Creative Direction.

The C.V.'s should be limited to two (2) pages and include the following information:

- the proposed category of service for which the individual is being proposed;
- the number of years of experience in the advertising/marketing communications field;
- the number of years of experience in the proposed category of service;
- any professional accreditations, related professional development, and awards;
- proficiency in English and French; and
- three (3) examples of projects in the last three (3) years (as of bid closing date) that demonstrate the individual's expertise in their field. Each example should provide details on the scope and size of the project and the individual's role and contribution. At least two (2) examples should include Aboriginal people(s) as the primary target audience.

KEY PERSONNEL - RATED CRITERIA:

Each individual who meets the minimum number of years in the position will be evaluated on the following:

C.2.2.1 Account Management - 100 Points

- Number of years in the advertising/marketing communications field: 3-5 years (8 points); 6-9 years (10 points); 10+ years (12 points);
- relevant combined formal education, accreditation and professional development;
- efforts made to maintain/upgrade their professional skills and knowledge;
- relevant expertise demonstrated through their role and contribution to the successful outcome of the three (3) sample projects in their C.V.

C.2.2.2 Media Strategy & Direction - 100 Points

- Number of years in the advertising/marketing communications field: 5-6 years (8 points); 7-9 years (10 points); 10+ years (12 points);
- relevant combined formal education, accreditation and professional development;
- efforts made to maintain/upgrade their professional skills and knowledge;
- demonstrated experience in reaching a variety of Aboriginal audiences;
- relevant expertise demonstrated through their role and contribution to the successful outcome of the three sample (3) projects in their C.V.;
- experience planning national* campaigns to reach English, French, and Aboriginal audiences.

*National campaign is defined as a campaign delivered in at least four regions of Canada. One of these four regions must be Quebec. The regions are: British Columbia; Prairies (Alberta, Saskatchewan, and Manitoba); Ontario; Quebec; Atlantic (New Brunswick, Nova Scotia, Prince Edward Island, Newfoundland and Labrador); and the Territories (Yukon, North West Territories, Nunavut).

C.2.2.3 Creative Direction - 100 Points

- Number of years in the advertising/marketing communications field: 5-6 years (8 points); 7-9 years (10 points); 10+ years (12 points);
- relevant combined formal education, accreditation and professional development;
- efforts made to maintain/upgrade their professional skills and knowledge;
- demonstrated experience in developing or adapting creative concepts for Aboriginal audiences;
- relevant expertise demonstrated through their role and contribution to the successful outcome of the three (3) sample projects in their C.V.

C.2.3 MANAGEMENT APPROACH - REQUIREMENTS AND RATED CRITERIA

What we are looking for:

Demonstration that the Offeror can manage competing priorities, assign the required resources to a project, and control budgets, timelines and quality.

C.2.3.1 Robust Management Systems - 50 Points

The Offeror should describe how they assign resources to projects and control budgets and timelines; the systems and processes that are in place to manage projects that may require the use of the same limited resources and their approach to acquiring surge capacity; and, their approach to quality assurance.

C.2.3.2 Quality Assurance Process for Language and Creative Adaptation - 50 Points

The Offeror should describe the processes that are in place to ensure the quality of creative materials that are translated/adapted from one of Canada's official languages into the other, and into any number of Aboriginal languages.

C.2.4 ENVIRONMENTAL - REQUIREMENTS AND RATED CRITERIA - 30 Points

What we are looking for:

Demonstration that the Offeror has environmentally ethical and sustainable business practices.

The Offeror should provide their existing or proposed company-wide environmental statement and mission (including environmental measures undertaken in office operations); and their existing or proposed action plan for materials/equipment sourcing (e.g., intended use of recycled or reused products, waste management strategy, etc.).

C.3 FINANCIAL EVALUATION

The figures below are for demonstration purposes only and do not represent current or expected hourly rates for advertising services.

The financial scores will be calculated as follows:

Step 1: For each Offeror, an average hourly rate per category of service will be calculated using the rates submitted for each of the three periods of the Standing Offer (initial 2-year period, extension period 1, extension period 2).

Example of Step 1:

Offeror A

Category of Service	HOURLY RATE FOR INITIAL 2-YEAR PERIOD	HOURLY RATE FOR EXTENSION PERIOD 1	HOURLY RATE FOR EXTENSION PERIOD 2	AVERAGE HOURLY RATE
Account Management	\$150.00	\$155.00	\$160.00	\$155.00
Media Strategy and Direction	\$160.00	\$165.00	\$170.00	\$165.00
Creative Direction	\$180.00	\$185.00	\$190.00	\$185.00
Blended Rate for all other services	\$190.00	\$195.00	\$200.00	\$195.00

Offeror B

Category of Service	HOURLY RATE FOR INITIAL 2-YEAR PERIOD	HOURLY RATE FOR EXTENSION PERIOD 1	HOURLY RATE FOR EXTENSION PERIOD 2	AVERAGE HOURLY RATE
Account Management	\$175.00	\$180.00	\$185.00	\$180.00
Media Strategy and Direction	\$180.00	\$185.00	\$190.00	\$185.00
Creative Direction	\$200.00	\$205.00	\$210.00	\$205.00
Blended Rate for all other services	\$170.00	\$175.00	\$180.00	\$175.00

Offeror C

Category of Service	HOURLY RATE FOR INITIAL 2-YEAR PERIOD	HOURLY RATE FOR EXTENSION PERIOD 1	HOURLY RATE FOR EXTENSION PERIOD 2	AVERAGE HOURLY RATE
Account Management	\$320.00	\$325.00	\$330.00	\$325.00
Media Strategy and Direction	\$330.00	\$335.00	\$340.00	\$335.00
Creative Direction	\$345.00	\$350.00	\$355.00	\$350.00
Blended Rate for all other services	\$330.00	\$335.00	\$340.00	\$335.00

Offeror D

Category of Service	HOURLY RATE FOR INITIAL 2-YEAR PERIOD	HOURLY RATE FOR EXTENSION PERIOD 1	HOURLY RATE FOR EXTENSION PERIOD 2	AVERAGE HOURLY RATE
Account Management	\$375.00	\$380.00	\$380.00	\$380.00
Media Strategy and Direction	\$420.00	\$425.00	\$430.00	\$425.00
Creative Direction	\$385.00	\$390.00	\$395.00	\$390.00
Blended Rate for all other services	\$355.00	\$360.00	\$365.00	\$360.00

Offeror E

Category of Service	HOURLY RATE FOR INITIAL 2-YEAR PERIOD	HOURLY RATE FOR EXTENSION PERIOD 1	HOURLY RATE FOR EXTENSION PERIOD 2	AVERAGE HOURLY RATE
Account Management	\$45.00	\$50.00	\$55.00	\$50.00
Media Strategy and Direction	\$65.00	\$70.00	\$75.00	\$70.00
Creative Direction	\$55.00	\$60.00	\$65.00	\$60.00
Blended Rate for all other services	\$35.00	\$40.00	\$45.00	\$40.00

Step 2: The highest and lowest average hourly rate per category of service will be removed prior to calculating the overall average rate per category.

Example of Step 2:

Offeror	ACCOUNT MANAGEMENT	MEDIA STRATEGY & DIRECTION	CREATIVE DIRECTION	BLENDED RATE (OTHER SERVICES)
Offeror A	\$155.00	\$165.00	\$185.00	\$195.00
Offeror B	\$180.00	\$185.00	\$205.00	\$175.00
Offeror C	\$325.00	\$335.00	\$350.00	\$335.00
Offeror D	\$380.00	\$425.00	\$390.00	\$360.00
Offeror E	\$50.00	\$70.00	\$60.00	\$40.00
OVERALL AVERAGE	\$220.00	\$228.33	\$246.66	\$235.00

Step 3: If any Offeror's average hourly rate per category is more than 50% below or 100% above the overall average of a category of service, its offer will be considered non-responsive.

Example of Step 3:

Offeror	ACCOUNT MANAGEMENT	MEDIA STRATEGY & DIRECTION	CREATIVE DIRECTION	BLENDED RATE (OTHER SERVICES)
Offeror A	\$155.00	\$165.00	\$185.00	\$195.00
Offeror B	\$180.00	\$185.00	\$205.00	\$175.00
Offeror C	\$325.00	\$335.00	\$350.00	\$335.00
Offeror D	\$380.00	\$425.00	\$390.00	\$360.00
Offeror E	\$50.00	\$70.00	\$60.00	\$40.00
OVERALL AVERAGE	\$220.00	\$228.33	\$246.66	\$235.00
Maximum Responsive Hourly Rate	\$440.00	\$456.66	\$493.32	\$470.00
Minimum Responsive Hourly Rate	\$110.00	\$114.17	\$123.33	\$117.50

The Offer from Offeror E would be non-responsive as they did not meet the minimum responsive hourly rate.

Step 4: The weighted Financial Score will be determined per category of service

Example of Step 4:

Lowest Responsive Hourly Rate X 7.5 = Weighted Financial Score per Category
Offeror's Hourly Rate

Offeror	ACCOUNT MANAGEMENT	WEIGHTED FINANCIAL SCORE
Offeror A	\$155.00	7.50
Offeror B	\$180.00	6.46
Offeror C	\$325.00	3.58
Offeror D	\$380.00	3.06

Offeror	MEDIA STRATEGY & DIRECTION	WEIGHTED FINANCIAL SCORE
Offeror A	\$165.00	7.50
Offeror B	\$185.00	6.69
Offeror C	\$335.00	3.69
Offeror D	\$425.00	2.91

Offeror	CREATIVE DIRECTOR	WEIGHTED FINANCIAL SCORE
Offeror A	\$185.00	7.50
Offeror B	\$205.00	6.77
Offeror C	\$350.00	3.96
Offeror D	\$390.00	3.56

Offeror	BLENDED RATE (OTHER SERVICES)	WEIGHTED FINANCIAL SCORE
Offeror A	\$195.00	6.73
Offeror B	\$175.00	7.50
Offeror C	\$335.00	3.92
Offeror D	\$360.00	3.65

Step 5: The Total Financial Score will be calculated by adding all of the weighted Financial Scores per category.

Example of Step 5:

Offeror	ACCOUNT MANAGEMENT	MEDIA STRATEGY & DIRECTION	CREATIVE DIRECTION	BLENDED RATE (OTHER SERVICES)	TOTAL SCORE
Offeror A	7.50	7.50	7.50	6.73	29.23
Offeror B	6.46	6.69	6.77	7.50	27.42
Offeror C	3.58	3.69	3.96	3.92	15.15
Offeror D	3.06	2.91	3.56	3.65	13.18