

**Request for Regional Master Standing Offer (RMSO)
for the provision of Communications Services
in the Atlantic Provinces (New Brunswick, Nova Scotia,
Prince Edward Island and Newfoundland and Labrador)**

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PART 1 - GENERAL INFORMATION

1. Introduction

The Request for Standing Offers (RFSO) is divided into seven parts plus attachments and 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 | Security, and Financial Requirements: includes specific requirements that must be addressed by offerors; and |
| Part 7 | 7A, Standing Offer, and 7B, Resulting Contract Clauses: |
- 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
- 7B, 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:

- | | |
|-----------|---|
| Annex A - | Statement of Work |
| Annex B - | Basis of Payment |
| Annex C - | Security Requirements |
| Annex D - | Standing Offer Reporting |
| Annex E - | Requirement for the Set-Aside Program for Aboriginal Business |
| Annex F - | Company Profile |
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2. Summary

- (i) The objective of this request is to issue a maximum of 25 Regional Master Standing Offers (RMSO) for the provision of Communications Services. The services will be requested on an "as and when requested" basis by Identified Users for services in the Atlantic Provinces (New-Brunswick (NB), Nova-Scotia (NS), Prince-Edward-Island (PE) and Newfoundland and Labrador (NL)).

The Identified Users authorized to make call-ups against the Standing Offer include any government department, agency or Crown corporation listed in Schedules I, I.1, II, III, of the

Financial Administration Act, R.S., 1985, c. F-11, which are requesting Microcomputer and mainframe training services in NB, NS, PE and N.L.

The authorized Identified Users as stated herein will call up Communications Services offered by an Offeror. This may include the following services as described in the attached Statement of Work (5 Sections) at Annex "A":

Section 1 - Writing Services

Section 2 - Graphics Services

Section 3 - Photographic services

Section 4 - General Public Relations and Creative Services

Section 5 - Communications and Marketing Services

5% of the estimated total value of \$2,000,000.00 (Goods and Services Tax or Harmonized Sales Tax (GST/HST) included), or at least one (1) standing offer, has been set aside for call-up(s) designated by the Identified User as a set aside procurement under the federal government's Procurement Strategy for Aboriginal Business (PSAB). In order to be considered as an Aboriginal Business, a Offeror must certify in its offer (see Part 5) that it is an Aboriginal business as defined under the PSAB (see Annex E -Requirements for the Set-aside Program for Aboriginal Business (SPAB). Additional information can be found a link: <http://www.ainc-inac.gc.ca/ecd/ab/psa/pi/elr-eng.asp>

- (ii) The services will be requested, on an "as and when requested" basis, during the period from 01 December 2012 to November 30, 2014.
- (iv) In order to meet the requirements of client departments, it is Canada's intention to issue multiple standing offers. It is anticipated that a maximum of 5 RMSOs will be established with offerors bidding as a "Full Service Agency", and a maximum of 20 RMSOs will be established with offerors bidding on one or multiple sections of the SOW. The Standing Offers will be established in accordance with the Basis of Selection, See Part 4, Evaluation Procedures and Basis of Selection. In the selection, a minimum of 5% of the procurement estimated value of \$2,000,000.00 (GST or HST included), or at least 1 standing offer, will be set aside for standing offers with Aboriginal Offerors.

Each authorized Regional Master Standing Offer will be included in the PWGSC Web site of the Standing Offers Index (<http://soi.pwgsc.gc.ca>) which will be available to Identified Users requesting services for NB, NS, PE and NL.
- (v) The requirement is subject to the Agreement on Internal Trade (AIT)
- (vi) The requirement is limited to Canadian goods and services.

3. Security Requirement

For additional information, see Part 6 - Security, Financial and Insurance Requirements, and Part 7 - Standing Offer and Resulting Contract Clauses.

4. 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.

5. Promulgation of the Standing Offers

The Offeror agrees that its rates provided herein, will be promulgated electronically on the PWGSC intranet site "Standing Offer Index". The site is designed to communicate the availability of standing offers and supply arrangements to client departments and agencies, and to assist users with their procurement activities by allowing them to determine if a standing offer exists that meets their requirements. It contains the complete list of PWGSC generated Standing Offers.

Standing Offers will contain all the terms and conditions, the Offerors name and rates. The Offeror's Standing Offer will be subject to access under the Access to Information (ATI) Legislation and accordingly PWGSC is unable to safeguard or maintain the confidentiality of the information. Should the Offeror object to any aspect of Article 5 of the ATI Legislation, it should seriously consider whether or not it wishes to submit an offer in response to this request.

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 (2012/07/11) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

The text under Subsection 4 of Section 01 - Code of Conduct and Certifications - Offer of 2006 referenced above is replaced by:

Offerors should provide, with their offer or promptly thereafter, a complete list of names of all individuals who are currently directors of the Offeror. If such a list has 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 provide such a list within the required time frame will render the offer non-responsive. Offerors must always submit the list of directors before issuance of a standing offer.

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

The text under Subsection 5 of Section 01 - Code of Conduct and Certifications - Offer of 2006 referenced above is replaced by:

The Offeror must diligently maintain the list up-to-date by informing Canada in writing of any change occurring during the validity period of the Offer, and must also provide Canada, when requested, with the corresponding Consent Forms. The Offeror will also be required to diligently maintain the list and when requested, provide Consent Forms during the period of any standing offer arising from this Request for Standing Offers (RFSO) and any call-ups made against the Standing Offer.

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 twenty (120) days

1.1 SACC Manual Clauses

| SACC Reference | Section | Date |
|----------------|-------------------------|------------|
| M0019T | Firm Price and/or Rates | 2007/05/25 |

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 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 **New Brunswick**.

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.

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 (1 hard copy) and (1 hard copy and 1 soft copy of Annex F - Company Profile on CD/Diskette)

Section II: Financial Offer (1 hard copy)

Section III: Certifications (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 their offer.

- (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>).

. To assist Canada in reaching its objectives, offerors are encouraged to:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and/or 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.

1.1 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 _____

- (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.

1.2 Firm Price and/or Rates

The Offeror is required to submit firm prices, rates or both that will apply for the entire period of the Standing Offer, See Annex B.

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

1.1.1 Mandatory Technical Criteria

The mandatory technical criteria are included in Annex G - Evaluation Criteria.

1.2 Financial Evaluation

The evaluated cost/total bid price will be the evaluated price detailed in the Basis of Payment - Annex B.

2. Basis of Selection - Mandatory Requirements Only

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria listed in Annex G to be declared responsive. A

maximum of 25 standing offers will be recommended for issuance to the responsive offers with the lowest evaluated price.

The selection of offerors will be done in two steps:

For evaluation purposes only,

Section

Section 1 - Writing Services

Section 2 - Graphics Services

Section 3 - Photographic Services

Section 4 - General Public Relations and Creative Services

Section 5 - Communications and Marketing Services

Section Bid Price

Section 1,2,4 and 5 - a weighting factor of 1,000 words will be applied, in each Section, for work performed for translation services.

Section 3 - The hourly rate only will be the Section bid price.

STEP 1 - Offeror bidding as a "Full Service Agency"

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive as a "Full Service Agency". The five (5) responsive offers with the lowest evaluated price*, will be recommended for issuance of a standing offer.

*For evaluation purposes - The evaluated price for evaluation purposes is the sum of all sections.

The Section bid price is the sum of all items as follow: Senior rates, junior rates, photographic services hourly rate, and translation cost.

Note: Offeror considered non valid as a "Full Service Agency", or not considered for issuance of a standing offer in Step 1 will be considered as an Offeror bidding for one or multiple sections and will be moved to Step 2.

STEP 2- Offeror bidding on "one or multiple Sections"

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive. The 20 responsive offers with the lowest evaluated price**, will be recommended for issuance of standing offers as follow:

The selection of offerors will be in accordance with the following:

1. The lowest-priced responsive bid in Section 1 will be recommended for issuance of a standing offer to provide services in Section 1.

2. The lowest-priced responsive bid in Section 2 will be recommended for issuance of standing offer to provide services in Section 2.
3. The lowest-priced responsive bid in Section 3 will be recommended for issuance of standing offer to provide services in Section 3.
4. The lowest-priced responsive bid in Section 4 will be recommended for issuance of standing offer to provide services in Section 4.
5. The lowest-priced responsive bid in Section 5 will be recommended for issuance of standing offer to provide services in Section 5.

Items 1 to 5 described above will be repeated until standing offers are established with a maximum of 20 offerors offering services in 1 or various Sections. Each standing offer issued will list the entire offer (all sections) of the offeror.

****For evaluation purposes:** The evaluated price for evaluation purposes is the sum of the section.

The Section bid price is the sum of all items as follow: Senior rates, and translation cost. The Section bid price for photographic services is the hourly rate only.

In the selection described above, a minimum of 5% of the procurement estimated total value of \$2,000,000.00 (GST or HST included), or at least 1 standing offer, will be set aside for standing offers with Aboriginal Offeror(s). If there are no responsive offers from Aboriginal offerors, then the maximum number of standing offers will be established with other offerors.

PART 5 - CERTIFICATIONS

Offerors must provide the required certifications to be issued a standing offer. Canada will declare an offer non-responsive if the required certifications 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 or to comply with the request of the Standing Offer Authority for additional information will also render the offer non-responsive.

1. Code of Conduct Certifications - Certifications Precedent to Issuance of a Standing Offer

1.1 Code of Conduct Certifications

Offerors should provide, with their offer or promptly thereafter, a complete list of names of all individuals who are currently directors of the Offeror. If such a list has not been received by the time the evaluation of offers is completed, the Standing Offer Authority will inform the Offeror of a time frame within which to provide the information. Offerors must submit the list of directors before issuance of a standing offer, failure to provide such a list within the required time frame will render the offer non-responsive.

The Standing Offer Authority 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/formulaire-forms-eng.html>) for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the offer being declared non-responsive.

2. 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 - Certification - \$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 all 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.

 Signature

 Date

2.2 Former Public Servant Certification

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:

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

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

"pension" means, in the context of the fee abatement formula, a pension or annual allowance paid under the *Public Service Superannuation Act* (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the *Supplementary Retirement Benefits Act*, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the *Canadian Forces*

Superannuation Act, R.S., 1985, c. C-17, the Defence Services Pension Continuation Act, 1970, c. D-3, the Royal Canadian Mounted Police Pension Continuation Act, 1970, c. R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c. R-11, the Members of Parliament Retiring Allowances Act, R.S. 1985, c. M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

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

If so, the Offeror must provide the following information:

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

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:

- (a) name of former public servant;
- (b) conditions of the lump sum payment incentive;
- (c) date of termination of employment;
- (d) amount of lump sum payment;
- (e) rate of pay on which lump sum payment is based;
- (f) period of lump sum payment including start date, end date and number of weeks;
- (g) number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.

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.

Certification

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

Signature

Date

2.3 Canadian Content Certification

2.3.1 SACC Manual clause

A3050T (2010/01/11) Canadian Content Definition

2.3.2 Canadian Content Certification

This procurement is limited to Canadian services.

The Offeror certifies that:

() the services offered are Canadian services as defined in paragraph 4 of clause A3050T.

For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult Annex 3.6. (9), Example 2, of the Supply Manual.

Signature

Date

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 rsum 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. Failure to comply with the request may result in the offer being declared non-responsive.

Signature

Date

2.5 Education and Experience

The Offeror certifies that all the information provided in the résumés and supporting material 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.

Signature

Date

2.6 Aboriginal Business (if applicable)

2.6.1 Set-aside for Aboriginal Business

1. 5% of the estimated procurement value, or at least 1 standing offer, 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, see Annex E.
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.

Signature_____
Date**2.6.2 Owner/Employee Certification - Set-aside for Aboriginal Business (if applicable)**

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

1. 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", see Annex E.
2. 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**PART 6 - SECURITY, and FINANCIAL REQUIREMENTS****1. Security Requirement**

Security requirement associated with the requirement of the Standing Offer will only be identified at Call-up time by Identified Users. For additional information, see Annex "C".

2. Financial Capability

SACC Manual clause M9033T (2011/05/16) Financial Capability

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES**A. STANDING OFFER****1. Offer**

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

2. Security Requirement

Security requirement associated with the requirement of the Standing Offer will only be identified at Call-up time by Identified Users. For additional information, see Annex "C".

3. 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.

3.1 General Conditions

2005 (2012/07/16) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

The text under Subsection 4) of Section 11 - Code of Conduct and Certifications - Standing Offer of 2005 (2012/07/16) referenced above is replaced by:

During the entire period of the Standing Offer and any call-ups made against the Standing Offer, the Offeror must diligently update, by written notice to the Standing Offer Authority, the list of names of all individuals who are directors of the Offeror whenever there is a change. As well, whenever requested by Canada, the Offeror must provide the corresponding Consent Forms.

3.2 Standing Offers Reporting - Periodic Usage Reports - Standing Offer

The Offeror must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Standing Offer. This data must include all purchases including those paid for by a Government of Canada Acquisition Card.

The Offeror must provide this data in accordance with the reporting requirements detailed in Annex "D". If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still provide a "NIL" report.

The data must be submitted on a quarterly basis to the Standing Offer Authority.

The quarterly reporting periods are defined as follows:

- 1st quarter: December 01 to February 28;
- 2nd quarter: March 01 to May 31;
- 3rd quarter: June 01 to August 31;
- 4th quarter: September 01 to November 30.

The data must be submitted to the Standing Offer Authority no later than 30 calendar days after the end of the reporting period.

4. Term of Standing Offer

4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from 01 December 2012 to 30 November 2014.

5. Authorities

5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Annette Bourque
 Title: Supply Specialist
 Public Works and Government Services Canada
 Acquisitions Branch
 Address: 1045 Main Street, Unit 108
 Moncton, New Brunswick
 E1C 1H1
 Telephone: (506) 851-2325
 Facsimile: (506) 851-6759
 E-Mail: annette.bourque@pwgsc-tpsgc.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.

5.2 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.

5.3 Offeror's Representative (offeror please complete)

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

6. Identified Users

The Identified Users authorized to make call-ups against the Standing Offer include any government department, agency or Crown corporation listed in Schedules I, I.1, II, III, of the *Financial Administration Act*, R.S., 1985, c. F-11.

7. Call-up Procedures

The Identified Users authorized to make call-ups against the Standing Offers shall define their need, combine all of the individual elements, select the Section(s) of the Statement of Work which best suits their need, review the list of companies offering the required services and select the company based on the company with the lowest rate or the company with the lowest aggregate rate. Individual elements (including the level of effort for each element, travel etc...) of each specific requirement may be a factor in determining the total cost for the requirement.

In meeting performance objectives under the Procurement Strategy for Aboriginal Business (PSAB) and Set Aside Program for Aboriginal Business (SPAB), An Aboriginal Business may be given first consideration when a call-up against the Standing Offer is placed. The requirement must be designated by the Identified User as a set aside in accordance with the SPAB.

8. Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using form PWGSC-TPSGC 942, Call-up Against a Standing Offer or an electronic version.

9. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$50,000.00 (Goods and Services Tax or Harmonized Sales Tax included).

10. Financial Limitation

Each Offeror will not be limited to the value of business that they may obtain through this authority and therefore each Standing Offer document is marked with a "NIL" total estimated value.

11. 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 (2012/07/16), General Conditions - Standing Offers - Goods or Services
- (d) the general conditions 2035 (2012/07/16), Higher Complexity - Services;
- (e) Annex A, Statement of Work:
 - Section 1 - Writing Services
 - Section 2 - Graphics Services
 - Section 3 - Photographic Services
 - Section 4 - General Public Relations and Creative Services
 - Section 5 - Communications and Marketing Services;
- (f) Annex B - Basis of Payment;
- (g) Annex C - Security Requirements;
- (h) Annex D - Standing Offer Reporting;
- (i) Annex E - Requirement for the Set-Aside Program for Aboriginal Business;
- (j) Annex F - Company Profile;
- (k) the Offeror's offer dated _____ (insert date of offer), (if the offer was clarified or amended, insert at the time of issuance of the offer: "as clarified on _____" or "as amended on _____" and insert date(s) of clarification(s) or amendment(s) if applicable). _____ (insert date(s) of clarification(s) or amendment(s) if applicable).

12. Certifications

Compliance

Compliance with the certifications 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 or 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.

12.1 SACC Manual Clauses

| SACC Reference | Section | Date |
|----------------|--------------------------------------|------------|
| A3000C | Aboriginal Business Certification | 2011/05/16 |
| M3020C | Status and Availability of Resources | 2010/01/11 |
| M3060C | Canadian Content Certification | 2008/05/12 |

13. 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 **New Brunswick**.

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

2035 (2012/07/16), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

The text under Subsection 4 of Section 41 - Code of Conduct and Certifications - Contract of 2035 (2012/07/16) referenced above is replaced by:

During the entire period of the Standing Offer and any call-ups made against the Standing Offer, the Offeror must diligently update, by written notice to the Standing Offer Authority, the list of names of all individuals who are directors of the Offeror whenever there is a change. As well, whenever requested by Canada, the Offeror must provide the corresponding Consent Forms.

Section 17 Interest on Overdue Accounts, of 2035 (2012/07/16) will not apply to payments made by credit cards.

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 - Limitation of Expenditure

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex B, to a limitation of expenditure as identified in the Call-up against the Standing Offer. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

4.2 Limitation of Price

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

4.3 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 travel must have the prior authorization of the Identified User Technical **or** Project Authority.

All payments are subject to government audit.

4.4 SACC Manual Clauses

A9117C (2007-11-30), T1204 - Direct Request by Customer Department
C0711C (2008-05-12), Time Verification
H1000C (2008-05-12), Single Payment, or
H1008C (2008-05-12), Monthly Payment
M3800C (2006-08-15), Estimates

4.5 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.

6. SACC Manual Clauses

Solicitation No. - N° de l'invitation

EC095-120004/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

mct006

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

EC095-120004

MCT-2-35058

SACC Reference

Section

Date

A9062C

Canadian Forces Site Regulations

2011/05/16

A9068C

Government Site Regulations

2010/01/11

A9006C

Defence Contract

2012/07/16

G1005C

Insurance

2008/05/12

ANNEX A STATEMENT OF WORK

SECTION 1 -WRITING SERVICES

The contractor may be required to provide writing services in English and/or French in support of federal communications needs to include the following:

1. Work to be carried out at the contractor's facilities with progress meetings/consultations held at locations designated by the federal department.
2. The contractor must have the capabilities to provide writing services which also include editing, proofreading, research, interviewing and re-writes.
3. The contractor must be capable of providing finished product in English and/or French when applicable. Product must be grammatically correct and free of typographical and spelling errors and content of these versions will be identical.
4. The contractor must abide by the policies, guidelines, style and conform to format of the respective Federal department or Agency. These standards can be provided by the project authority at the time of the call-up.
5. The contractor must be able to provide end product on hard copy and/or by electronic means as specified at the time of the call-up.
6. All research information and end products must not be divulged to any other party other than the project authority or authorized government contact.
7. Materials produced under the writing services standing offer may include the following:
 - (a) News releases
 - (b) Research based and feature articles
 - (c) Writing scripts
 - (d) Speaker's notes
 - (e) Background notes
 - (f) Speeches for senior officials and Ministers
 - (g) Other written materials such as brochures, newsletters, ad text, memos, letters, etc.
8. The above noted writing services could also include:
 - (a) Review of existing materials
 - (b) Client briefings, interviews and research
 - (c) Translation and/or adaptation
 - (d) Delivery of documents in both official languages and ensuring that the French and English contents match and that the nuances of each language are captured
 - (e) Proofreading
 - (f) Editing

ANNEX A
STATEMENT OF WORK

SECTION 2 - GRAPHICS SERVICES

The contractor may be required to provide graphics services in support of federal communications needs to include the following:

1. Work to be carried out at the contractor's facilities with progress meetings/consultations held at locations designated by the federal department.
2. The Contractor must be capable of providing finished product in English and/or French when applicable. Product must be free of typographical and spelling errors.
3. The Contractor must abide by the policies, guidelines, style and conform to format of the respective Federal department, or agency. These standards can be provided by the project authority at the time of the call-up.
4. The Contractor must be able to provide end product on hard copy and/or by electronic means as specified at the time of the call-up.
5. All research information and end products must not be divulged to any other party other than the project authority or authorized government contact.
6. The Contractor may be required to provide quality control coordination to the finished product stage.
7. The Contractor may be required to store original materials developed under a call-up of the Standing Offer, and shall maintain an inventory of such materials. Ownership of the material, and copyright in the materials, shall always vest with Canada. The Contractor shall offer these services at no extra cost to Canada. The cost must be included in the labour rates provided in the basis of payment.
8. The above noted graphics services could include:
 - (a) Creative consultation (research and creative examination of the products and/or designs to be developed)
 - (b) Preparation of mock-ups (fabrication process only - visual recording of the design interpretations as a result of the creative consultation).
 - (c) Illustration (produced in black and white, specially mixed colours or full colour).
 - (d) Typesetting and layout in electronic format
 - (e) Computer layout (the process of putting all of the elements together up to final camera-ready artwork to be used by the printer to print a final product).
 - (f) Author's Alterations (or any alteration in text or illustrative matter which is not a correction to the supplier's work)
 - (g) web site design

ANNEX A STATEMENT OF WORK

SECTION 3 - PHOTOGRAPHIC SERVICES

The contractor may be requested to provide photographic services as detailed below:

1. All research information and end products must not be divulged to any other party other than the project authority or authorized government contact.
2. The contractor must abide by the policies, guidelines, style and conform to format of the respective Federal department or Agency. These standards can be provided by the project authority at the time of the call-up.
3. The contractor will take photographs, to be used for promotional, informational and educational purposes. The pictures could be taken on various sites throughout Atlantic Canada and include commercial/industrial shoots of businesses in action, coverage of events such as official openings and news conferences, awards presentation, ministerial photo opportunities, or other.
4. Names, locations and telephone numbers for each shoot will be provided when applicable. It is the responsibility of the contractor to confirm that the subject is available for the photo session.
5. The contractor will be responsible for the development of these pictures but must submit proofs and/or contact sheets for selection by the project authority.
6. Duplication, photo enlargements, framing and other deliverables related to photographic services may be required.
7. Materials in various formats in black and white and/or in colour, suitable for publication may be required. Digital format may be required, end products on hard copy and/or electronic means as specified at the time of the call-up.

8. In accordance with General Conditions **2035 Section 20 (2008-05-12) Copyright**

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

Copyright in the Material belongs to Canada and the Contractor must include the copyright symbol and either of the following notice on the Material: © Her Majesty the Queen in right of Canada (year) or © Sa Majesté la Reine du chef du Canada (année).

The Contractor must not use, copy, divulge or publish any Material except as is necessary to perform the Contract. The Contractor must execute any conveyance and other documents relating to copyright in the Material as Canada may require.

The Contractor must provide at the request of Canada a written permanent waiver of moral rights, in a form acceptable to Canada, from every author that contributed to the Material. If the Contractor is the author of the Material, the Contractor permanently waives its moral rights in the Material.

9. Model releases must be signed when photographs will be used, and the responsibility for signed releases lies with the contractor.
10. The Contractor may be required to store original materials developed under a call-up of the Standing Offer, and shall maintain an inventory of such materials. Ownership of the material, and copyright in the materials, shall always vest with Canada. The Contractor shall offer these services at no extra cost to Canada. The cost must be included in the labour rates provided in the basis of payment.

ANNEX A STATEMENT OF WORK

SECTION 4 - GENERAL PUBLIC RELATIONS AND CREATIVE SERVICES

The service of a contractor may be required for activities related to special events to increase effectiveness and ensure positive outcome. The contractor must provide services related to public relations activities: consultation and coordination, writing, planning, media liaison, evaluation, etc.

For the purpose of this standing offer, public relations include news conferences, official openings, signing ceremonies, announcements, banquets, receptions, open houses, workshops, conferences and other special events and campaigns.

The contractor must respect deadlines, provide critical path and must have the ability to respond quickly.

All research information and end products must not be divulged to any other party other than the project authority or authorized government contact.

The contractor must abide by the policies, guidelines, style and conform to format of the Government of Canada and the respective Federal department, or agency. These standards can be provided by the project authority at the time of the call-up. The contractor must be capable of providing finished product in English and/or French.

The above noted Public Relations and Creative Services may include:

- (a) Public Relations counsel
- (b) Development and production of related print materials
- (c) Media relations (Media relations includes providing and managing media outreach support for various events. Activities include, but are not limited to raising awareness of events through media pitching, securing media interviews, conducting media coverage analysis, and providing media summary reports.
- (d) Media relations training and Coaching (Delivery of Media/Community relations training and coaching senior officials in dealing with specific media/public issues)
- (e) Media monitoring and or media analysis
- (f) Planning, monitoring and related material
- (g) Organization of news conference & related material
- (h) Crisis management
- (i) Internal communications
- (j) Writing ability in both official languages
- (k) Speechwriting ability in both official languages
- (l) Conference/seminar/event planning
- (m) Organization & evaluation
- (n) Organization of a reception (from a coffee break to a formal dinner/banquet)

ANNEX A STATEMENT OF WORK

SECTION 5 - COMMUNICATIONS AND MARKETING

The contractor may be required to provide services related to managing communications and marketing activities, services and initiatives.

The services of the contractor are required for the planning, promotion, marketing and evaluation of departments as well as departmental programs and/or activities.

As such, the scope of deliverables range from research and strategic planning to the delivery and assessment of promotional tools.

Work to be carried out at the contractor's facilities with progress meetings/consultations held at locations designated by the federal department.

The Contractor must abide by the policies, guidelines, style and conform to format of the respective Federal department. These standards can be provided by the project authority at the time of the call-up.

All research information and end products must not be divulged to any other party other than the project authority or authorized government contact.

The services include:

1. Planning:

Strategic communications/marketing plan outlining some of the following elements as required by Project Authority:

- (a) Short term or communications/marketing plan related to a specific program, campaign, activity, etc.;
- (b) Public environment analysis, issues and/or crisis management;
- (c) Communications/marketing objectives;
- (d) Target audiences;
- (e) Messages;
- (f) Communications impediments/barriers;
- (g) Activities and products;
- (h) Calendar of events;
- (i) Evaluation of impact/benchmark data;
- (j) Costs analysis.

2. Implementation of communications/marketing plan(s):

The contractor coordinates complete or components of implementation and delivery of activities, products, initiatives identified in a communications/marketing plan or through creative consultations with Project Authority as required. This could include:

- (a) Conceptualization, creation, production and delivery of promotional activities, products, initiatives, etc.;
- (b) Examples of these can range from advice, briefing sessions to Ministers and senior officials to promotional tools, such as pens and pencils, display units, etc.

3. Assessment/evaluation of communications/marketing plan:

ANNEX A
STATEMENT OF WORK

Provide on-going assessment and/or final evaluation of communications/marketing plan implementation.

**ANNEX « B »
BASIS OF PAYMENT**

SECTION 1 - WRITING SERVICES

The Contractor will be paid its costs reasonably and properly incurred for the performance of the work in accordance with the following hourly rates (travel and living costs extra):

| | Junior Hourly Rate | Senior Hourly Rate |
|--|-------------------------------|-------------------------------|
| Creative Consultation (client consultations, research and creative examination of the products to be developed) | \$ _____ | \$ _____ |
| Research (collection of materials before writing commences) | \$ _____ | \$ _____ |
| Writing (includes features, news releases, success stories, etc.) | \$ _____ | \$ _____ |
| Speechwriting | \$ _____ | \$ _____ |
| Copywriting (includes brochures, posters, etc.) | \$ _____ | \$ _____ |
| Editing | \$ _____ | \$ _____ |
| Proofreading | \$ _____ | \$ _____ |
| Re-writes | \$ _____ | \$ _____ |

Translation/Adaptation \$ _____ per word

Travel and Living Expenses:

Travel and Living expenses incurred for the performance of the work will be subject to prior approval of the Project Authority and will be paid at actual cost, with no allowance for overhead or profit, in accordance with the current Treasury Board Travel Directives in effect at the time of travel

Other Charges:

All allowable direct charges at actual cost without mark-up.

HST/GST extra

ANNEX « B »
BASIS OF PAYMENT

SECTION 2 -GRAPHICS SERVICES

The Contractor will be paid its costs reasonably and properly incurred for the performance of the work in accordance with the following hourly rates (travel and living costs extra):

| | Junior Hourly Rate | Senior Hourly Rate |
|---|-------------------------------|-------------------------------|
| Creative Consultation (client consultations, research and creative examination of the products and/or designs to be developed) | \$ _____ | \$ _____ |
| Project Management (press approvals, colour checks, management of the entire print production process) | \$ _____ | \$ _____ |
| Design Rendering | \$ _____ | \$ _____ |
| Illustrations | \$ _____ | \$ _____ |
| Layout & Page Proofs | \$ _____ | \$ _____ |
| Author's Alterations | \$ _____ | \$ _____ |
| Writing | \$ _____ | \$ _____ |
| Editing | \$ _____ | \$ _____ |

Translation/Adaptation \$ _____ per word

Travel and Living Expenses:

Travel and Living expenses incurred for the performance of the work will be subject to prior approval of the Project Authority and will be paid at actual cost, with no allowance for overhead or profit, in accordance with the current Treasury Board Travel Directives in effect at the time of travel

Other Charges:

All allowable direct charges at actual cost without mark-up.

HST/GST extra

ANNEX « B »
BASIS OF PAYMENT

SECTION 3 - PHOTOGRAPHIC SERVICES

The Contractor will be paid its costs reasonably and properly incurred for the performance of the work in accordance with the following hourly rates (travel and living costs extra):

Photographic Services\$_____ per hour

The Bidder is to quote on other commonly used items related to photographic services (these items will not be used for evaluation purposes).

Deliveries:

Actual costs incurred for pick-up and delivery of services and components required to be processed by outside sources, plus postal or express charges, and delivery to consignee will be extra to the above.

Travel and Living Expenses:

Travel and Living expenses incurred for the performance of the work will be subject to prior approval of the Project Authority and will be paid at actual cost, with no allowance for overhead or profit, in accordance with the current Treasury Board Travel Directives in effect at the time of travel

Other Charges:

All allowable direct charges at actual cost without mark-up.

HST/GST extra

ANNEX « B »
BASIS OF PAYMENT

SECTION 4 - GENERAL PUBLIC RELATIONS AND CREATIVE SERVICES

The Contractor will be paid its costs reasonably and properly incurred for the performance of the work in accordance with the following hourly rates (travel and living costs extra):

| | Junior Hourly Rate | Senior Hourly Rate |
|---|---------------------------|---------------------------|
| Creative Consultation (client consultations, research and creative examination of the products to be developed) | \$ _____ | \$ _____ |
| Project Management (contractor's professional fees to manage the project) | \$ _____ | \$ _____ |
| Public Relations coordinator | \$ _____ | \$ _____ |
| Event & Publicity Management | \$ _____ | \$ _____ |
| Author's Alterations (or any alteration in text or illustrative matter which is not a correction to the contractor's work) | \$ _____ | \$ _____ |
| Writing (includes features, news releases, success stories, brochures, posters, etc.) | \$ _____ | \$ _____ |
| Speechwriting | \$ _____ | \$ _____ |
| Editing | \$ _____ | \$ _____ |
| Proofreading | \$ _____ | \$ _____ |
| Re-writes | \$ _____ | \$ _____ |
| Media Relations | \$ _____ | \$ _____ |
| Media Relation Training | \$ _____ | \$ _____ |
| Media Monitoring Analyst | \$ _____ | \$ _____ |

Translation/Adaptation \$ _____ per word

DISPLAYS AND EXHIBITS

| | Junior Hourly Rate | Senior Hourly Rate |
|---|---------------------------|---------------------------|
| Creative Design Presentations (based on provided Concept Outline) | \$ _____ | \$ _____ |
| Finished Artwork where required | \$ _____ | \$ _____ |
| Preparation for Specifications (for completion of displays and suggested supplies) | \$ _____ | \$ _____ |

Travel and Living Expenses: Travel and Living expenses incurred for the performance of the work will be subject to prior approval of the Project Authority and will be paid at actual cost, with no allowance for overhead or profit, in accordance with the current Treasury Board Travel Directives in effect at the time of travel.

Other Charges: All allowable direct charges at actual cost without mark-up
HST/GST extra

ANNEX « B »
BASIS OF PAYMENT

SECTION 5 - COMMUNICATIONS AND MARKETING SERVICES

The Contractor will be paid its costs reasonably and properly incurred for the performance of the work in accordance with the following hourly rates (travel and living costs extra):

| | Junior Hourly Rate | Senior Hourly Rate |
|---|-------------------------------|-------------------------------|
| Creative Consultation (client consultations, research and creative examination of the products to be developed) | \$ _____ | \$ _____ |
| Project Management (contractor's professional fees to manage the project) | \$ _____ | \$ _____ |
| Author's Alterations (or any alteration in text or illustrative matter which is not a correction to the contractor's work) | \$ _____ | \$ _____ |
| Research | \$ _____ | \$ _____ |
| Writing (includes communications plans, feature stories, brochures, etc...) | \$ _____ | \$ _____ |
| Editing | \$ _____ | \$ _____ |
| Proofreading | \$ _____ | \$ _____ |
| Re-writes | \$ _____ | \$ _____ |

Translation/Adaptation \$ _____ per word

Travel and Living Expenses:

Travel and Living expenses incurred for the performance of the work will be subject to prior approval of the Project Authority and will be paid at actual cost, with no allowance for overhead or profit, in accordance with the current Treasury Board Travel Directives in effect at the time of travel

Other Charges:

All allowable direct charges at actual cost without mark-up.

HST/GST extra

ANNEX "C"

SECURITY REQUIREMENTS

1. Identified Users shall identify any security requirements necessary for a call-up against a Standing Offer by completing a SECURITY REQUIREMENTS CHECK LIST (SRCL) and together with a copy of Call-Up form PWGSC-TPSGC 942, forward both the forms to their Security Office.
The **Canadian Industrial Security Directorate (CISD) web site**
<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html> for details and the SRCL form.
 - a) If the potential Offeror **MEETS** the security requirements specified in the SRCL, Identified Users Security Officer should return back to the Procurement/Purchasing Authority of their organization, a copy of the SRCL and a copy of the appropriately security clause provided by CISD for inclusion into the Call-Up.
 - b) If the potential Offeror **DOES NOT MEET** the specified security requirements, the Identified User shall request CISD to process the potential Offeror screening in order to meet the security requirements of the SRCL.
2. Call-Ups against any resulting Standing Offer **MAY ONLY BE AWARDED** to those Offerors which meet **ALL THE STATED SECURITY REQUIREMENTS**, in accordance with the standard set by CISD, of PWGSC.
3. The Identified User, through their Security Office, shall confirm **IN EVERY CASE** with the CISD, PWGSC that the proposed offeror(s) holds the required level of **SECURITY** Screening **BEFORE** the award of the Call-Up.
4. It is the responsibility of **BOTH THE IDENTIFIED USER AND THE OFFEROR** to approach the Acquisition Division (Moncton Office) of PWGSC in order to be sponsored to apply for a security screening for non-screened OFFERORS to be able to become involved in work that has a security requirement.
5. All security inquiries from Identified User's Security Officers should be referred to:

Industrial Security Program
Public Works and Government Services Canada
Specify the Division (if known)
2745 Iris Street
Ottawa ON K1A 0S5

Call Centre

Toll Free 1-866-368-4646

Email: ssi-iss@tpsgc-pwgsc.gc.ca

Tel: (819) 956-6420

Fax: (819) 956-5140

ANNEX “D”

Periodic Usage Reports - Standing Offer
The data must be submitted to the Standing Offer Authority no later than 30 calendar days after the end of the reporting period. The quarterly reporting periods are defined as follows:

The data must be submitted to the Standing Offer Authority no later than 30 calendar days after the end of the reporting period. The quarterly reporting periods are defined as follows:

2nd quarter: March 01 to May 31;

4th quarter: September 01 to November 30.

to[illegible]

Total Value for Reporting Period: \$

Total Value to Date: \$

ANNEX E
Requirements for the the Set-aside Program for Aboriginal Business

Annex 9.4: Requirements for the Set-aside Program for Aboriginal Business

(2010-01-11)

1. Who is eligible?

An **Aboriginal business**, which can be:

a band as defined by the *Indian Act*

a sole proprietorship

a limited company

a co-operative

a partnership

a not-for-profit organization

in which Aboriginal persons have at least 51 percent ownership and control,

OR

A joint venture consisting of two or more Aboriginal businesses or an Aboriginal business and a non-Aboriginal business(es), provided that the Aboriginal business(es) has at least 51 percent ownership and control of the joint venture.

When an Aboriginal business has six or more full-time employees at the date of submitting the bid, at least thirty-three percent of them must be Aboriginal persons, and this ratio must be maintained throughout the duration of the contract.

The supplier must certify in its submitted bid that it is an Aboriginal business or a joint venture constituted as described above.

2. Are there any other requirements attached to suppliers in the Set-Aside Program for Aboriginal Business?

Yes

In respect of a contract, (goods, service or construction), on which a supplier is making a proposal which involves subcontracting, the supplier must certify in its bid that at least thirty-three percent of the value of the work performed under the contract will be performed by an Aboriginal business. *Value of the work performed is considered to be the total value of the contract less any materials directly purchased by the contractor for the performance of the contract. Therefore, the supplier must notify and, where applicable, bind the subcontractor in writing with respect to the requirements*

ANNEX E
Requirements for the the Set-aside Program for Aboriginal Business

that the Aboriginal Set-Aside Program (the Program) may impose on the subcontractor or subcontractors.

The supplier's contract with a subcontractor must also, where applicable, include a provision in which the subcontractor agrees to provide the supplier with information, substantiating its compliance with the Program, and authorize the supplier to have an audit performed by Canada to examine the subcontractor's records to verify the information provided. Failure by the supplier to exact or enforce such a provision will be deemed to be a breach of contract and subject to the civil consequences referred to in this document.

As part of its bid, the supplier must complete the Certification of Requirements for the Set-Aside Program for Aboriginal Business (certification) stating that it:

meets the requirements for the Program and will continue to do so throughout the duration of the contract;

will, upon request, provide evidence that it meets the eligibility criteria;

is willing to be audited regarding the certification; and

acknowledges that if it is found NOT to meet the eligibility criteria, the supplier shall be subject to one or more of the civil consequences set out in the certification and the contract.

3. How must the business prove that it meets the requirements?

It is not necessary to provide evidence of eligibility at the time the bid is submitted. However, the business should have evidence of eligibility ready in case it is audited.

The civil consequences of making an untrue statement in the bid documents, or of not complying with the requirements of the Program or failing to produce satisfactory evidence to Canada regarding the requirements of the Program, may include: forfeiture of the bid deposit; retention of the holdback; disqualification of the business from participating in future contracts under the program; and/or termination of the contract. In the event that the contract is terminated because of an untrue statement or non-compliance with the requirements of the Program, Canada may engage another contractor to complete the performance of the contract and any additional costs incurred by Canada shall, upon the request of Canada, be borne by the business.

4. What evidence may be required from the business?

Ownership and control

Evidence of ownership and control of an Aboriginal business or joint venture may include incorporation documents, shareholders' or members' register; partnership agreements; joint venture agreements; business name registration; banking arrangements; governance documents; minutes of

ANNEX E
Requirements for the the Set-aside Program for Aboriginal Business

meetings of Board of Directors and Management Committees; or other legal documents.

Ownership of an Aboriginal business refers to "beneficial ownership" i.e., who is the real owner of the business. Canada may consider a variety of factors to satisfy whether Aboriginal persons have true and effective control of an Aboriginal business. (See [Appendix A](#) for a list of the factors, which may be considered by Canada.)

Employment and employees

Where an Aboriginal business has six or more full-time employees at the date of submitting the certification and is required by Canada to substantiate that at least 33 percent of the full-time employees are Aboriginal, the business must, upon request by Canada, immediately provide a completed Owner/Employee Certification form for each full-time employee who is Aboriginal.

Evidence as to whether an employee is or is not full-time and evidence as to the number of full-time employees may include payroll records, written offers for employment, and remittance and payroll information maintained for Canada Revenue Agency purposes as well as information related to pension and other benefit plans.

A full-time employee, for the purpose of this program, is one who is on the payroll, is entitled to all benefits that other full-time employees of the business receive, such as pension plan, vacation pay and sick leave allowance, and works at least 30 hours a week. It is the number of full-time employees on the payroll of the business at the date of bid submission that determines the ratio of Aboriginal to total employees of the business for the purpose of establishing eligibility under the Program.

Owners who are Aboriginal and full-time employees who are Aboriginal must be ready to provide evidence in support of such status. The Owner/Employee Certification to be completed by each owner and full-time employee who is Aboriginal shall state that the person meets the eligibility criteria and that the information supplied is true and complete. This certification shall provide the person's consent to the verification of the information submitted.

5. Subcontracts

Evidence of the proportion of work done by subcontractors may include contracts between the contractor and subcontractors, invoices, and paid cheques.

Evidence that a subcontractor is an Aboriginal business (where this is required to meet the minimum Aboriginal content of the contract) is the same as evidence that a prime contractor is an Aboriginal business.

ANNEX E
Requirements for the the Set-aside Program for Aboriginal Business

6. Who is an Aboriginal Person for Purposes of the Set-Aside Program for Aboriginal Business?

An Aboriginal person is an Indian, Metis or Inuit who is ordinarily resident in Canada.

Evidence of being an Aboriginal person will consist of such proof as:

Indian registration in Canada;

membership in an affiliate of the Metis National Council or the Congress of Aboriginal Peoples, or other recognized Aboriginal organizations in Canada;

acceptance as an Aboriginal person by an established Aboriginal community in Canada;

enrolment or entitlement to be enrolled pursuant to a comprehensive land claim agreement;

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

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

Appendix A Set-aside Program for Aboriginal Business

(Excerpt from Treasury Board Contracting Policy Notice 1996-6, Annex A.)

Factors that may be considered in determining whether Aboriginal persons have at least 51% ownership and control of an Aboriginal business include:

capital stock and equity accounts, i.e., preferred stock, convertible securities, classes of common stock, warrants, options;

dividend policy and payments;

existence of stock options to employees;

different treatment of equity transactions for corporations, partnerships, joint ventures, community organizations, cooperatives, etc.;

examination of charter documents, i.e., corporate charter, partnership agreement, financial structure;

concentration of ownership or managerial control in partners, stockholders, officers trustees and directors-based definition of duties;

principal occupations and employer of the officers and directors to determine who they represent, i.e., banker, vested ownerships;

ANNEX E
Requirements for the the Set-aside Program for Aboriginal Business

minutes of directors meetings and stockholders meetings for significant decisions that affect operations and direction;

executive and employee compensation records for indication of level of efforts associated with position;

nature of the business in comparison with the type of contract being negotiated;

cash management practices, i.e., payment of dividends - preferred dividends in arrears;

tax returns to identify ownership and business history;

goodwill contribution/contributed asset valuation to examine and ascertain the fair market value of non-cash capital contributions;

contracts with owners, officers and employees to be fair and reasonable;

stockholder authority, i.e., appointments of officers, directors, auditors;

trust agreements made between parties to influence ownership and control decisions;

partnership - allocation and distribution of net income, i.e., provision for salaries, interest on capital and distribution share ratios;

litigation proceedings over ownership;

transfer pricing from non-Aboriginal joint venture;

payment of management or administrative fees;

guarantees made by the Aboriginal business;

collateral agreements.

| COMPANY PROFILE GENERAL INFORMATION | |
|--|--|
| Company Name: | Procurement Business Number: |
| Contact: | Telephone No. : Facsimile No. : E-mail: |
| Address: | Geographic Area for which services are offered <input checked="" type="checkbox"/> : New Brunswick Prince Edward Island Nova Scotia Newfoundland |
| Status of firm (sole proprietorship, limited, incorporated, etc.): | |
| Number of years in business: | Number of employees: |
| Services are offered in <input checked="" type="checkbox"/> : Writing Services Graphics Services Photographic Services General Public Relations and Creative Services Communications and Marketing Services | Sub-contracted services (Section or item): |
| Language for which services are offered: English French | |
| Specialized fields (Type of products/Subject areas/Equipment): | |

**ANNEX “F”
COMPANY PROFILE**

**COMPANY PROFILE
SECTION 1 - WRITING SERVICES**

| | |
|--|---------------------------------|
| Company Name: | |
| Number of year of experience in Writing Services: | |
| Demonstrated experience in Writing Services: | |
| <u>Client</u> | <u>Nature of project</u> |
| | |
| Descriptions of two (2) projects completed within last three (3) years: | |
| <u>Year</u> | <u>Description:</u> |
| | |

**ANNEX “F”
COMPANY PROFILE**

**COMPANY PROFILE
SECTION 2 - GRAPHICS SERVICES**

| | |
|--|---------------------------------|
| Company Name: | |
| Number of year of experience in Graphics Services: | |
| Demonstrated experience in Graphics Services: | |
| <u>Client</u> | <u>Nature of project</u> |
| | |
| Descriptions of two (2) projects completed within last three (3) years: | |
| <u>Year</u> | <u>Description:</u> |
| | |

**ANNEX “F”
COMPANY PROFILE**

**COMPANY PROFILE
SECTION 3 - PHOTOGRAPHIC SERVICES**

| | |
|--|---------------------------------|
| Company Name: | |
| Number of year of experience in Photographic Services: | |
| Demonstrated experience in Photographic Services: | |
| <u>Client</u> | <u>Nature of project</u> |
| | |
| Descriptions of two (2) projects completed within last three (3) years: | |
| <u>Year</u> | <u>Description:</u> |
| | |

**ANNEX “F”
COMPANY PROFILE**

COMPANY PROFILE

SECTION 4 - GENERAL PUBLIC RELATIONS AND CREATIVE SERVICES

| | |
|--|---------------------------------|
| Company Name: | |
| Number of year of experience in General Public Relations and Creative Services: | |
| Demonstrated experience in General Public Relations and Creative Services: | |
| <u>Client</u> | <u>Nature of project</u> |
| Descriptions of two (2) projects completed within last three (3) years: | |
| <u>Year</u> | <u>Description:</u> |

**ANNEX “F”
COMPANY PROFILE**

**COMPANY PROFILE
SECTION 5 - COMMUNICATIONS AND MARKETING SERVICES**

| | |
|--|---------------------------------|
| Company Name: | |
| Number of year of experience in Communications and Marketing Services: | |
| Demonstrated experience in Communications and Marketing Services: | |
| <u>Client</u> | <u>Nature of project</u> |
| | |
| Descriptions of two (2) projects completed within last three (3) years: | |
| <u>Year</u> | <u>Description:</u> |
| | |

ANNEX “G”

EVALUATION CRITERIA

MANDATORY REQUIREMENTS

It is understood by the parties submitting offers that to be considered valid, an offer MUST meet all of the following mandatory requirements. Proposals must be supported by proper and adequate detail, particularly where supporting evidence is required by a mandatory item. Those not meeting all of these mandatory requirements will be given no further consideration.

ATTENTION BIDDERS: WRITE BESIDE THE CRITERIA BELOW THE RELEVANT PAGE NUMBER(S) FROM YOUR PROPOSAL WHICH ADDRESSES THE ISSUE.

- (i) In order to qualify as a “Full Service Agency” offeror, the offer(s) must meet the mandatory requirements of Items A1 to A5, and A8 to A11.
 - (ii) Offerors bidding on “one or multiple Sections” must meet the mandatory requirements of Items A6 to A11.
-
- A.1 The Offeror must be capable of providing ALL the services described in the Statement of Work (All 5 Sections)
 - A.2 The Offeror must provide in accordance with the Basis of Payment format at Annex B maximum rates for ALL categories shown on the Pricing Sheet -Annex B (All sections, and all items **-Senior, Junior, photographic services, and translation rates**).
 - A.3 The Offeror shall demonstrate that they have, in 2012, a minimum of 10 employees on their payroll.
 - A.4 The Offeror must demonstrate that they have, in 2012, at least 3 proposed personnel in the following in-house positions:
 - Client/strategic lead (e.g. Senior Counsel)
 - An Administrative lead (e.g. President, Managing Director)
 - A Creative lead (e.g. Art Director, Chief Graphic Designer)
 - A.5 The Offeror must demonstrate that they have at least one (1) established, fully operational and functional office in the Atlantic Region.
 - A.6 The Offeror must identify which of the 5 Sections of the Statement of Work that they are offering to provide .
 - A.7 The Offeror must provide in accordance with the Basis of Payment format at Annex B maximum rates for all items **“Senior, translation and/or photographic services rates”** listed in the Section for which services are offered.

Exception: Junior rates are not mandatory.

ANNEX "G"

EVALUATION CRITERIA

- A.8 Offeror must demonstrate a minimum of 3 years experience in each of the Section for which services are offered.
- A.9 Offeror must provide a total of 2 descriptions of projects completed within the last 3 years for each Section for which services are offered.
- A.10 Offeror must provide a printed/paper copy of the Company profile. The Company profile shall:
- be submitted with all information listed on the sample included herein, at Annex F;
 - use 8.5 x 11 inch paper, printed single-sided;
 - be typed in a format using a font size 10 or/to 12 points (handwritten copies will not be accepted);
 - not contain more than 3000 characters for general information (only 1 page of information is expected);
 - not contain more than 3000 characters for each service Section offered (only 1 page of information per section is expected).
- (Note: The company profile is a representation of your company's service offering, and will form part "as submitted" in any resultant Standing Offer document. We strongly suggest that the form be submitted, if possible, in both official languages. The following note will be included in the PWGSC Web site of the Standing Offer. "Users should be aware that some information from external sources is available only in the language in which it was provided.")
- A.11 Offeror must provide a diskette or CD containing an electronic version of the Company profile described in A.10. Note: In case of dispute, the printed copy of the offer shall have precedence over the electronic version.