

#### **RETURN BIDS TO: RETOURNER LES SOUMISSIONS À :**

Public Safety Canada Contracting and Procurement Section 340 Laurier Avenue West, 1st Floor Mailroom - MARKED URGENT Ottawa ON K1A 0P8 Attention: Rachel Hull

#### **Request For Proposal** Demande de proposition

#### Offer to: Public Safety Canada

We hereby offer to provide to Canada, as represented by the Minister of Public Safety and Emergency Preparedness Canada, in accordance with the terms and conditions set out herein or attached hereto, the goods, services, and construction detailed herein and on any attached sheets.

#### Offre au: Sécurité publique Canada

Nous offrons par la présente de fournier au Canada, représenté par le ministre des Sécurité publique et Protection civile Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-iointes. les biens, services

et construction énumérés ici et sur toute feuille ci-annexée.

#### Comments - Commentaires:

#### LES SOUMISSIONNAIRES QUI LIVRENT LEURS **PROPOSITIONS EN MAINS PROPRES À LA SALLE DU COURRIER DOIVENT ATTENDRE QUE LEURS PROPOSITIONS SOIENT HORODATÉES.**

Instructions: See Herein Instructions: Voir aux présentes

#### Vendor/Firm Name and Address Raison sociale et adresse du Fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution Public Safety Canada Contracting and Procurement Section 269 Laurier Avenue West Ottawa ON K1A 0P8

Title – Sujet	
Speechwriting Services	
Solicitation No. – No de l'invitation	Date
201501025	2014-09-10
Solicitation Closes – L'invitation prend fin	Time Zone
At – à 2:00 p.m.	Fuseau horaire
On – le 2014-10-21	
	Eastern Daylight Time (EDT)
Delivery Required – Livraison exigée	
See Herein	
Address Enquiries to: - Adresser toutes qu	estions à:
Rachel Hull	
Telephone No. – No de telephone	FAX No. – No de FAX
(613) 949-1048	(613) 954-1871
Destination – of Goods, Services and Cons	truction:
Destination – des biens, services et constr	uction:
Public Safety Canada	
269 Laurier Avenue West,	
Ottawa, Ontario	
K1A 0P8	
Security – Sécurité	

Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur Telephone No. – N° de telephone 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 due fournisseur/

de l'entrepreneur (taper ou écrire en caractères d'imprimerie)

This requirement contains a security requirement - See Part 6.

Signature

Date



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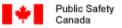
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#### **PART 1 – GENERAL INFORMATION**

#### 1. Introduction

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Security Requirements: includes specific requirements that must be addressed by bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include

Annex A: Statement of Work, Annex B: Basis of Payment Annex C: Security Requirements Checklist

#### 2. Summary

See Annex A, Statement of Work.

#### 3. Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.





# PART 2 – BIDDER INSTRUCTIONS

#### 1. Standard Instructions, Clauses and Conditions

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

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2014-06-26) Standard Instructions - Goods or Services – Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days Insert: one-hundred twenty (120) days

#### 2. Submission of Bids

Bids must be submitted only to Public Safety Canada by the date, time and place indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by either facsimile or email will not be accepted.

#### 3. Enquiries – Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 5 calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail 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 question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

It is the responsibility of the Bidder to obtain clarification of the requirements contained herein, if necessary, prior to submitting a bid.

A <u>request for a time extension</u> to the bid closing date will be considered provided it is received in writing by the PS Contracting Authority at least five (5) working days before the closing date shown on page 1 of this RFP document. The request, if granted, will be communicated by <u>www.BuyandSell.gc.ca</u> at least two (2) working days before the closing, showing the revised closing date. The request, if rejected, will be directed to the originator at least three (3) working days before the closing date by the PS Contracting Authority.





# 4. Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the bidders.





# 5. Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least **five (5)** days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

# 6. Basis for Canada's Ownership of Intellectual Property

Public Safety Canada 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 main purpose of the Crown Procurement Contract, or of the deliverables contracted for, is to generate knowledge and information for public dissemination.

#### 7. Office of the Procurement Ombudsman

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000 for goods and under \$100,000 for services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at <a href="mailto:boa.opo@boa.opo.gc.ca">boa.opo@boa.opo.gc.ca</a>. You can also obtain more information on the OPO services available to you at their website at <a href="mailto:www.opo-boa.gc.ca">www.opo-boa.gc.ca</a>.





# PART 3 – BID PREPARATION INSTRUCTIONS

#### 1. Bid Preparation Instructions

Canada requests that bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid: 4 hard copies and 1 soft copy on CD, DVD or USB key.

Section II: Financial Bid: 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 bid only. No prices must be indicated in any other section of the bid.

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

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 (<u>http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html</u>). To assist Canada in reaching its objectives, bidders 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 Bid

In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

The technical proposal must exclude any reference to financial information relative to the costing of the proposal.

Failure to provide a technical proposal with the submission will result in non-compliance and will not be evaluated.





## Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment in Annex B. The total amount of Applicable Taxes must be shown separately.

Failure to provide a financial proposal with the submission will result in non-compliance and the bid will not be evaluated.

#### Section III: Certifications

Bidders must submit the certifications required under Part 5.





# PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

#### 1. Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### 1.1 Technical Evaluation

Bidders are advised that only listing experience without providing any supporting data to describe responsibilities, duties and relevance to the requirements, or reusing the same wording as the RFP, will not be considered "demonstrated" for the purposes of this evaluation. The Bidder should provide complete details as to where, when, month and year, and how, through which activities / responsibilities, the stated qualifications / experience were obtained. Experience gained during formal education shall not be considered work experience. All requirements for work experience shall be obtained in a legitimate work environment as opposed to an educational setting. Co-op terms are considered work experience provided they are related to the required services.

When completing the resource grids the specific information which demonstrates the requested criteria should be in the grid. The reference to the page and project number should also be provided so that the evaluator can verify this information. It is not acceptable that the grids contain all the project information from the résumé, only the specific answer should be provided.

Bidders are advised that the month(s) of experience listed for a project in which the timeframe overlaps that of another referenced project of the same resource will only be counted once. For example: Project #1 timeframe is July 2001 to December 2001; Project #2 timeframe is October 2001 to January 2002; the total months of experience for these two project references is seven (7) months.

Bidders are also advised that the experience is as of the closing date of the Request for Proposal. For example, if a given requirement states The proposed resource must have a minimum of three (3) years' experience, within the last six (6) years, working with Java", then the six (6) years are accounted for as of the closing date of the RFP.

Proposals not meeting the mandatory requirements below will be given no further consideration.

# 1.1.1. Mandatory Technical Criteria

The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.

Any bid which fails to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion will be addressed separately.

The Bidder must provide sufficient detail to clearly demonstrate how they meet each mandatory requirement below. Bidders are advised that only listing experience without providing any supporting data and information to describe responsibilities, duties and relevance to the requirements, or reusing the same wording as the RFP, will not be considered "demonstrated" for the purpose of this evaluation.





Mandatory	/ Technical Criteria	
Number	Mandatory Technical Criteria	Demonstrated Compliance
M1	The Bidder must demonstrate that it has at least five (5) years' experience within the last ten (10) years delivering speechwriting services for senior government officials (such as Ministers, Deputy Minsters, Associate Deputy Ministers).	
M2	The Bidder must confirm that it is capable of responding to speechwriting requests within the timeframes as defined in section 6 of the SOW. In addition, the Bidder must provide the name and	
	contact information (including email address and telephone number) for its representative who will respond to all requests for speechwriting services.	
M3	The Bidder must demonstrate that it has a team of at least 3 speechwriters who can provide the services as outlined in the SOW.	



# 1.1.2 Point Rated Technical Criteria

Bids which meet all the mandatory technical criteria will be evaluated and scored as specified in the tables inserted below.

Bids which fail to obtain the required minimum number of points specified will be declared non-responsive. Each point rated technical criterion should be addressed separately.

Number	Criteria	Scoring	Maximum Score	Demonstrated Compliance
1	The Bidder should demonstrate that it has a Quality Control plan. The Bidder's proposal should provide complete details in demonstrating the quality control procedures that will be used to meet the requirements.	<ul> <li>Points will be allocated as follows:</li> <li>0-24 points: Poor Quality Control: Absence or near absence of details presented on: <ul> <li>work coordination and assignment;</li> <li>employee retention;</li> <li>on-call and call-back procedures;</li> <li>urgent and extraordinarily urgent tasking procedures;</li> <li>quality control procedures; and,</li> <li>quality assurance of final product.</li> </ul> </li> <li>25-38 points: Solid Quality Control: <ul> <li>Sufficient details presented on:</li> <li>work coordination and assignment;</li> <li>employee retention;</li> <li>on-call and call-back procedures;</li> <li>urgent and extraordinarily urgent tasking procedures;</li> <li>quality control procedures;</li> <li>urgent and extraordinarily urgent tasking procedures;</li> <li>quality control procedures; and,</li> <li>quality control procedures; and,</li> <li>quality assurance of final product.</li> </ul> </li> <li>39-50 points: Excellent Quality Control Convincingly presented details on: <ul> <li>work coordination and assignment;</li> <li>employee retention;</li> </ul> </li> </ul>	50 points	





Rated Tee	Rated Technical Criteria							
Number	Criteria	Scoring	Maximum Score	Demonstrated Compliance				
		<ul> <li>on-call and call-back procedures;</li> <li>urgent and extraordinarily urgent tasking procedures;</li> <li>quality control procedures; and,</li> <li>quality assurance of final product</li> <li>Bidders must achieve at least 20 points for this rated criterion.</li> <li>Failure to achieve at least 20 points will result in the Bidder being found non-compliant.</li> </ul>						
R2	The Bidder should demonstrate that it has written at least 5 speeches in the last 5 years on Public Safety related issues such as: Public safety Emergency preparedness Cybersafety National security Law Law Enforcement Policing Crime Prevention Corrections Border security	Up to 30 points will be awarded as follows: < 5 speeches = 0 points 5 speeches = 5 points 6 speeches = 10 points 7 speeches = 15 points 8 speeches = 20 points 9 speeches = 25 points 10 speeches = 30 points	30 points					





Rated Tec	hnical Criteria			
Number	Criteria	Scoring	Maximum Score	Demonstrated Compliance
R3	The Bidder should demonstrate that it has written at least 5 legislative speeches in the last 5 years.	Up to 0 points will be awarded as follows: < 5 speeches = 0 points 5 speeches = 5 points 6 speeches = 10 points 7 speeches = 15 points 8 speeches = 20 points 9 speeches = 25 points 10 speeches = 30 points	30 points	
		Maximum points:	110 points	
	Ove	rall Minimum Points Required to Pass:	82 points	





#### 2. Basis of Selection – Highest Combined Rating of Technical Merit 70% and Price 30%

- 2.1 To be declared responsive, a bid must:
  - (a) comply with all the requirements of the bid solicitation;
  - (b) meet all the mandatory evaluation criteria; and
  - (c) obtain the required minimum number of points specified in Part 4 for the point rated technical criteria.
- 2.2 Bids not meeting (a) or (b) or (c) will be declared non-responsive. Neither the responsive bid obtaining the highest number of points nor the one with the lowest evaluated price will necessarily be accepted.
- 5.3 The lowest evaluated price (LP) of all responsive bids will be identified and a pricing score (PS), determined as follows, will be allocated to each responsive bid (i) : **PSi = LP / Pi x 30.** Pi is the evaluated price (P) of each responsive bid (i).
- 2.4 A technical merit score (TMS), determined as follows, will be allocated to each responsive bid (i): **TMSi = OSi x 70.** OSi is the overall score (OS) obtained by each responsive bid (i) for all the point rated technical criteria specified in Article 4, determined as follows: total number of points obtained / maximum number of points available.
- 2.5 The combined rating (CR) of technical merit and price of each responsive bid (i) will be determined as follows: **CRi = PSi + TMSi**
- 2.6 The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract. In the event two or more responsive bids have the same highest combined rating of technical merit and price, the responsive bid that obtained the highest overall score for all the point rated technical criteria detailed in article 4 will be recommended for award of a contract.
- 2.7 The table below illustrates an example where the selection of the contractor is determined by a 70/30 ratio of the technical merit and price, respectively.

Basis of Selection - Highest Combined Rating of Technical Merit (70%) and Price (30%)							
Bidder	Bidder 1	Bidder 2	Bidder 3				
<b>Overall Technical</b>	90	86	79				
Score							
Bid Evaluated	C\$60,000	C\$55,000	C\$50,000				
Price							
Calculations	Technical Merit Points	Price Points	Total Score				
Bidder 1	90 / 100 x 70 = 63.00	50,000* / 60,000 x 30 = 24.99	87.99				
Bidder 2	85 / 100 x 70 = 59.50	50,000* / 55,000 x 30 = 27.27	86.77				
Bidder 3	79 / 100 x 70 = 55.30	50,000* / 50,000 x 30 = 30.00	85.30				

\* represents the lowest evaluated price

In the example above, Bidder 1 is the Bidder who obtained the highest combined technical and financial score.





# PART 5 – CERTIFICATIONS

Bidders must provide the required certifications and associated information to be awarded a contract. The certifications listed below should be completed and submitted with the bid but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to comply with the request of the Contracting Authority and to provide the certifications within the time frame provided will render the bid non-responsive.

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its obligations under the Contract, if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority may render the bid non-responsive or constitute a default under the Contract.

# 1. Certifications Required with the Bid

#### 1.1 Federal Contractors Program for Employment Equity – Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list (<u>http://www.labour.gc.ca/eng/standards\_equity/eq/emp/fcp/list/inelig.shtml</u>) available from Employment and Social Development Canada (ESDC) – Labour's website.

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

Name of Bidder

Name of duly authorized representative of Bidder

Signature of duly authorized representative of Bidder

Date





#### **1.2 Certification of Education / Experience:**

"The bidder hereby certifies that all the information provided in the résumés and supporting material submitted with the bid, particularly as this information pertains to education, achievements, experience and work history, has been verified by the bidder to be true and accurate. Furthermore, the bidder warrants that the individuals proposed by the bidder for the requirement are capable of satisfactorily performing the work described herein."

Name of Bidder

Name of duly authorized representative of Bidder

Signature of duly authorized representative of Bidder

Date

# 1.3 Certification of Availability and Status of Personnel

#### 1.3.1 Availability of Personnel:

The Bidder certifies that, should it be authorized to provide services under any contract resulting from this solicitation, the persons proposed in its proposal shall be available to commence performance of the Work as required by the Project Authority and at the time specified herein or agreed to with the Project Authority.

If the Bidder has proposed any person in fulfillment of this requirement who is not an employee of the Bidder, the Bidder must submit one copy of the following certification for each non-employee proposed.

(signature)

(Name and Title)

(Date)

# 1.3.2 This section is to be completed only if bidder is proposing any person in fulfillment of this requirement who is not an employee of the bidder.

One copy of this certification must be submitted for each non-employee proposed.

# Availability and Status of Personnel

"I, \_\_\_\_\_(name of proposed candidate), certify that I consent to my résumé being submitted on behalf of \_\_\_\_\_\_ (name of firm) in response to the Request for Proposal \_\_\_\_\_\_(RFP number)."

Signature of Proposed Personnel

Date





#### 1.4 Former Public Servant

#### 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 spending public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below.

#### Definitions

For the purposes of this clause,

"former public servant" means a 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 and includes:

- a) an individual;
- b) an individual who has incorporated;
- c) a partnership made up 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 Public Service.

"Pension" means a pension payable pursuant to the *Public Service Superannuation Act, R.S.*, 1985, c. P-36 as indexed pursuant to the *Supplementary Retirement Benefits Act,* R.S., 1985, c. S-24.

#### Former Public Servant in Receipt of a Pension

Is the Bidder a FPS in receipt of a pension as defined above?

# YES() NO()

If so, the Bidder must provide the following information:

a) name of former public servant,; and

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

#### Work Force Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program?

# YES() NO()

If so, the Bidder 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,;





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- 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;, and
- 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 fee that may be paid to a FPS who received a lump sum payment is \$5,000, including Goods and Services Tax or Harmonized Sales Tax.

#### STATEMENT:

I, the undersigned, as a director of the Bidder, hereby certify that the information provided on this form and in the attached proposal are accurate to the best of my knowledge.

Name (block letters):	
Title:	
Signature:	
Telephone number: ( )	
Fax number: ( )	
Date:	

The above-named individual will serve as intermediary with Public Service Canada

# 1.5 Basis for Canada's Ownership of Intellectual Property

Public Safety Canada 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: To generate knowledge and information for public dissemination

The Bidder concurs with the foregoing.

Name of Bidder

Name of duly authorized representative of Bidder

Signature of duly authorized representative of Bidder

Date





# PART 6 - SECURITY REQUIREMENTS

#### 1. Security Requirement

- 1. At the date of bid closing, the following conditions must be met:
  - the Bidder must hold a valid organization security clearance as indicated in Part 7 Resulting Contract Clauses;
  - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 7
     Resulting Contract Clauses;
  - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
- 2. For additional information on security requirements, bidders should refer to the Canadian Industrial Security Directorate (CISD), Industrial Security Program of Public Works and Government Services Canada (<u>http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html</u>) website.





# PART 7 – RESULTING CONTRACT CLAUSES

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

#### 1. Requirement

See Annex A, Statement of Work

#### 2. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<u>https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual</u>) issued by Public Works and Government Services Canada. However any reference to Public Works and Government Services Canada or its Minister contained in these terms and conditions shall be interpreted as reference to Public Safety Canada or its Minister

#### 2.1 General Conditions

2035 (2014-06-26), General Conditions – Higher Complexity – Services, apply to and form part of the Contract.

#### 2.2 Supplemental General Conditions

4007 – (2010-08-16) – Canada to Own Intellectual Property Rights in Foreground Information

#### 3. Security Requirement

The following security requirement (SRCL and related clauses) applies and form part of the Contract.

- 3.1 The Contractor must, at all times during the performance of the Contract, hold a valid **DESIGNATED ORGANIZATION SCREENING (DOS)**, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
- 3.2 Contractor personnel requiring access to **PROTECTED** information, assets or sensitive work site(s) must **EACH** hold a valid personnel security screening at the level of **RELIABILITY STATUS** as required, granted or approved by CISD/PWGSC.
- 3.3 The Contractor **MUST NOT** remove any **PROTECTED** information or assets from the identified work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.
- 3.4 Subcontracts which contain security requirements are **NOT** to be awarded without the prior written permission **PUBLIC SAFETY CANADA**.
- 3.5 The Contractor/Offeror must comply with the provisions of the:
  - a. Security Requirements Check List, attached at Annex C
  - b. Industrial Security Manual (Latest Edition





# 4. Term of Contract

# 4.1 Period of the Contract

The Work is to be performed from date of contract award to March 31, 2016.

# 4.2 Termination on Thirty Days' Notice

Canada reserves the right to terminate the Contract at any time in whole or in part by giving thirty (30) calendar days written notice to the Contractor. In the event of such termination, Canada will only pay for costs incurred for services rendered and accepted by Canada up to the date of the termination. Despite any other provision of the Contract, there will be no other costs that will be paid to the Contractor as a result of the termination.

# 4.3 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 2 additional one year periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment. Canada may exercise this option at any time by sending a written notice to the Contractor at least ten calendar days before the Contract expiry date. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

# 5. Authorities

# 5.1 Contracting Authority

The Contracting Authority for the Contract is:

Rachel Hull Contracting and Procurement Officer Public Safety Canada 340 Laurier, Ave. West Ottawa, Ontario, K1A 0P8

Tel: 613-949-1821 Fax: 613-954-1871 Email: <u>contracting@ps.gc.ca</u>

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

# 5.2 Project Authority

# To be identified at Contract award.

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





#### 5.3 Contractor's Representative

To be identified at Contract award.

#### 6. Payment

#### 6.1 Limitation of Expenditure

- 6.1.1 Canada's total liability to the Contractor under the Contract, must not exceed \$ \_\_\_\_\_ [inserted at contract award] Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.
- 6.1.2 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.

6.1.3 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.

#### 7. Invoicing Instructions

- 7.1 The Contractor must submit invoices in accordance with the information required in Section 12 of 2035, General Conditions Services.
- 7.2 An invoice for a single payment cannot be submitted until all Work identified on the invoice is completed.
- 7.3 Each invoice must be supported by:
  - (a) a copy of time sheets to support the time claimed;
  - (b) a copy of the release document and any other documents as specified in the Contract;
- 7.4 In the ongoing efforts of being a department that contributes to the greening initiative, as well as to improve our efficiencies when processing invoices, Public Safety Canada is moving towards receiving all invoices electronically from vendors. We ask, where possible, that vendors send their invoices electronically and do not send their invoices in paper format through regular postal mail services.

Email address: <a href="mailto:lnvoice\_processing@ps-sp.gc.ca">lnvoice\_processing@ps-sp.gc.ca</a>





# 8. Certifications

#### 8.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

# 8.2 Federal Contractors Program for Employment Equity – Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC) – Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

# 9. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_\_. (*Insert the name of the province or territory as specified by the bidder in its bid, if applicable.*)

# **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 Articles of Agreement;
- (b) the supplemental general conditions 4007 (2010-08-16) Canada to Own Intellectual Property Rights in Foreground Information;
- (c) the general conditions 2035 (2014-06-26), General Conditions Higher Complexity Services;
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Security Requirements Check List
- (g) the Contractor's bid dated \_\_\_\_\_, (insert date of bid) (If the bid was clarified or amended, insert at the time of contract award:", as clarified on \_\_\_\_\_" or ", as amended on \_\_\_\_\_" and insert date(s) of clarification(s) or amendment(s)).

# 11. Foreign Nationals (Canadian Contractor)

SACC Manual clause A2000C \_\_\_\_\_ (insert date) Foreign Nationals (Canadian Contractor)

# OR

# 11. Foreign Nationals (Foreign Contractor)

SACC Manual clause A2001C \_\_\_\_\_ (insert date) Foreign Nationals (Foreign Contractor)



#### ANNEX A STATEMENT OF WORK

# 1. <u>TITLE</u>

Professional speechwriting services for the Speechwriting Unit of the Communications Directorate at Public Safety Canada.

## 2. <u>REQUIREMENT</u>

There is a requirement to acquire speechwriting services as-and-when-requested for the Speechwriting Unit of the Communications Directorate at Public Safety Canada.

#### 3. BACKGROUND

The Speechwriting Unit is responsible for:

- 3.1 Providing timely and efficient speechwriting and editorial services in support of ongoing departmental initiatives;
- 3.2 Providing speechwriting and editorial services to the Minister, Deputy Minister and Associate Deputy Minister to fulfill the department strategic priorities including ongoing priorities and activities; and,
- 3.3 Providing speechwriting and editorial services in support of parliamentary and Senate business (debates, committee appearances, etc.)

# 4. <u>SCOPE</u>

The Contractor must provide ongoing speechwriting services on an as-and-when-required basis. In support of this work, the Contractor must:

- 4.1 Provide speechwriting services pursuant to instructions of Portfolio Relations on topics specific to the mandate, programs and policies of Public Safety.
- 4.2 Provide speech and/or speeches to Project Authority (PA) and make revisions if necessary and as requested by Project Authority. This will include both parliamentary and Ministerial speeches.
- 4.3 Liaise with PA either by email, telephone or in person to discuss the speech requirements (theme, key messages, scope, length, etc.).
- 4.4 Provide an electronic and/or hard copy of speeches; and,
- 4.5 Provide speeches within short deadlines on a regular or rush basis.

# 5. <u>CONSTRAINTS</u>

- 5.1 The Contractor must provide service 24 hours a day, seven days a week, 365 days per year.
- 5.2 The Contractor must respond to the Project Authority's request for a speech (or speeches) within 30 minutes of the initial request, unless otherwise indicated.





#### 6. <u>TIMELINES</u>

Due to the nature of the work, the tasking of writing speeches may occur on the following basis.

**Regular:** Two, 10-minute speeches (1,200 words each) or one 20-minute speech (2,200 words) within five days.

**Urgent:** Up to two 10-minute speeches (1,200 words each) due in a 24-hour period. Requests of this nature will be made on a regular basis.

**Extraordinarily urgent**: Between 15 to 20, 10-minute speeches (1,200 words each) due in a 24-hour period. Requests of this nature will be made on an occasional basis.

# 7. <u>TASKS</u>

The Contractor must:

- 7.1 Attend a "kick-off" meeting via telephone conference or in person with Project Authority/Technical Authority (PA/TA) within one (1) week of contract award to discuss the scope of the work;
- 7.2 Provide speechwriting services pursuant to instructions of Portfolio Relations on topics specific to the mandate, programs and policies of Public Safety;
- 7.3 Liaise with the PA/TA by email, telephone, or in person to discuss the speech requirements. These meetings must take place each time a speech is tasked.
- 7.4 Provide an outline for each speech to the Project Authority for approval as requested.
- 7.5 Write, revise and finalize speech for each tasking as per the timeframes specified in section 6 (above). Each speech must be submitted in an electronic format such as Microsoft Word or Email to the PA/TA.
- 7.6 Provide status updates by email to the PA/TA as requested for each tasking.

#### 8. <u>DELIVERABLES</u>

The Contractor must submit the following deliverables:

- 8.1 Write, revise and finalize speech for each tasking.
- 8.2 Submit ongoing status updates as requested by the PA/TA for each tasking.

All deliverables must be submitted in English, in Microsoft Word. Other work processors equivalent to Microsoft Word will only be accepted upon approval of the PA/TA.

# 9. CLIENT SUPPORT

The PA/TA will provide the following support to the Contractor

- 9.1 Any necessary supporting information (backgrounder, news releases, QP Notes, Qs and As, etc.).
- 9.2 Contact information for the subject matter experts within the Department.





# 10. WORK LOCATION

All work must be conducted at the Contractor's facility. No space will be made available at any of Public Safety Canada's facilities.

# 11. TRAVEL

Travel within the National Capital Region will not be reimbursed.

It is not expected that any travel outside of the National Capital Region will be required; however, if the Project Authority requires such travel, the Contractor will be reimbursed in accordance with Treasury Board Guidelines.





#### ANNEX B BASIS OF PAYMENT

Bidders are required to submit their Financial Proposal in accordance with the tables below. The number of hours is an estimation and for the purposes of evaluation only. Actual usage

Ре	riod	Bidder's Proposed Firm all inclusive hourly rate	Estimated number of hours	Total
1	Initial contract period		400 hours	
	Contract award to March 31, 2016			
2	Option Period 1		300 hours	
	April 1, 2016, to March 31, 2017			
3	Option Period 2		300 hours	
	April 1, 2017, to March 31, 2018			
			TOTAL (1 + 2 + 3):	

Canadian Customs Duty and GST/HST extra.

All deliverables are F.O.B. Destination, and Canadian Customs Duty included, where applicable.

# GOOD AND SERVICES TAX (GST) / HARMONIZED SALES TAX (HST)

All prices and amounts of money in the Contract are exclusive of Goods and Services Tax (GST) or Harmonized Sales Tax (HST), as applicable, unless otherwise indicated. The GST or HST, whichever is applicable, is extra to the price and will be paid by Canada.

The estimated GST or HST is included in the total estimated cost. GST or HST, to the extent applicable, will be incorporated into all invoices and progress claims and shown as a separate item on invoices and progress claims. All items that are zero-rated, exempt or to which the GST or HST does not apply, are to be identified as such on all invoices. The Contractor agrees to remit to Canada Revenue Agency any amounts of GST and HST paid or due.





#### ANNEX C SECURITY REQUIREMENTS CHECK LIST

Government Gouvernemen of Canada du Canada	t	2015	Iracl Number / Numéro du cont DID5 Classification / Classification de	
LISTE DE VERIFI PARIA-CONTRACTINFORMATION/PARTIE/A 1. Originating Government Department or Oroanizat	ion /	S RELATIVES À LA S	CL) SÉCURITÉ (LVERS) or Directorate / Direction géné	rale ou Direction
Ministère ou organisme gouvernemental d'origine 3. a) Subcontract Number / Numéro du contrat de so		Comm	unications	,
S. a) Subcontract Number / Numero du contrat de so	bus-traitance 3. b) Na	me and Address of Subco	ontractor / Nom et adresse du s	ous-traitant
<ol> <li>Brief Description of Work / Brève description du tr Contractor will provide speechwriting services pursuant policies of Public Safety</li> </ol>	avail to Instructions of Communication	s Services (Speech Writing U	nit) on topics specific to the mandat	e, programs and
<ol> <li>a) Will the supplier require access to Controlled G Le fournisseur aura-t-il accès à des marchandis</li> </ol>	ses contrôlées?			No Yes
<ol> <li>b) Will the supplier require access to unclassified Regulations? Le fournisseur aura-t-il accès à des données te sur le contrôle des données techniques?</li> </ol>	chniques militaires non classi			No Yes Non Oui
6. Indicate the type of access required / Indiquer le t				
6. a) Will the supplier and its employees require according to the fournisseur ainsi que les employés auront-lis (Specify the level of access using the chart in Q (Préciser le niveau d'accès en utilisant le tablea et al.)	accès à des renseignements	s ou à des biens PROTÉO	r assels? SÉS el/ou CLASSIFIÉS?	No Ves Non Oui
b) Will the supplier and its employees (e.g. cleaned PROTECTED and/or CLASSIFIED information in Le fournisseur et ses employés (p. ex. nettoyeu à des renseignements out à des hiers PROTECT	rs, maintenance personnel) re or assets is permitted. rs, personnel d'entretien) auro	equire access to restricted ont-ils accès à des zones		No Yes Non Oui
[D. C) IS INIS 8 COMMERCIAL COURSE OF DELIVERY REQUIRED	ant with no overnight stores	2		No Yes
S'agit-il d'un contrat de messagerie ou de livrais	on commerciale sans entrep	osage de nuil?		V Non Out
7. a) Indicate the type of information that the supplier	will be required to access / In	ndiquer le type d'information	on auquel le fournisseur devra	avoir accès
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7. b) Release restrictions / Restrictions relatives à la				
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Not releasable À ne pas diffuser		_		
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7. c) Level of information / Niveau d'information				
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Security Classification / Classification de sécurité

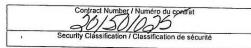


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Government Gouvernement of Canada du Canada



PART A (con	tinued) / PARTIE A (suite)				ST STAND SA OG ANT JARANGE TA
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	Special comments:				
	Commentaires spéciaux :				
	NOTE: If multiple levels of screening	are identified a Security Classifi	nation Cuide must be seed to the		
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It Yes, v	Vil Unscreened personnel be econto	42	iu travail?		Non Oui
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11. e) Will there	e be an electronic link between the sup	plier's IT systems and the govern	ment department or agency?		No Yes
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