

REQUEST FOR STANDING OFFER DEMANDE D'OFFRE À COMMANDE

Title - Titre

Speech Writing Services

See Herein - Voir aux présentes

Name - Nom

Title - Titre

Person Authorized to sign on behalf of Vendor

Personne autorisée à signer au nom du fournisseur/de l'entrepreneur

Page 1of/de

Bid Receiving: Réception de sousmission :

Heritage Canada (acting as the bid receiving agent on behalf of Indian and Northern Affairs (Canada) 15 Eddy Street, 2nd Floor, Mailroom 2F1 Gatineau, QC K1A 0M5

REQUEST FOR STANDING OFFERS DEMANDE D'OFFRES À COMMANDES

Proposal to DIAND:

We hereby offer to sell to Her Majesty the Queen in right of Canada, as represented by the Minister of Indian Affairs and Northern Development, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the services listed herein and on any attached sheets at the price(s) set out therefor.

Proposition aux MAINC:

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, représentée par le Ministre des Affaires indiennes et du Nord, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les services énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

| Vendor/Firm - Fournisseur/de l'entrepreneur Name - Nom |
|---|
| Address - Adresse |
| Telephone Number - Numéro de téléphone |
| GST/HST Number - Numéro de la TPS/TVH |
| QST Number - Numéro de la TVQ |

| Speech writing Services | | | | | |
|--|---|--|--|--|--|
| Solicitation Number - Numéro de l'invitation 1000169632 | tion | | | | |
| Date (YYYYMMDD) - Date (AAAAMMJ. 2017-05-24 | U) | | | | |
| Solicitation Closes - L'invitation prend fin At - À 14:00 | Time Zone - Fuseau horaire Eastern Standard Time (EST) | | | | |
| On (YYYYMMDD) - Le (AAAAMMJJ) 2017-07-05 | | | | | |
| Standing Offer Authority - L'autorité d'offre à commande Name - Nom Celine Viner | | | | | |
| Telephone Number - Numéro de téléphone 819-994-7304 | | | | | |
| Facsimile Number - Numéro de télécopie 819-953-7721 | eur | | | | |
| Email Address - Courriel celine.viner@aadnc-aandc.gc.ca | | | | | |
| Destination(s) of Services - Destination(s) des services Canada | | | | | |
| Security - Sécurité THIS REQUEST INCLUDES SECURITY PROVISIONS | | | | | |
| Instructions: See Herein - Voir aux présentes | | | | | |
| Delivery Required - Livraison exigée : | | | | | |

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TITLE: Professional English speech writing Services for the Department of Indigenous and Northern-Affairs Ganada (INAC)

PART 1 - GENERAL INFORMATION

1.1 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 and Additional Information: includes the certifications and additional information to be provided; |
| Part 6 | Security, Financial and Insurance 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 the Statement of Work, the Basis of Payment, Security Requirements Check List, Greening Government Operations and any other annexes.

1.2 Summary

- 1.2.1 Indigenous and Northern Affairs Canada requires English speech writing services on an as-and-when required basis.
- 1.2.2 The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).
- 1.2.3 The Request for Standing Offers (RFSO) is to establish National Master Standing Offers for the delivery of the requirement detailed in the RFSO, to the Identified Users across Canada, including areas that may be subject to the following Comprehensive Land Claims Agreements (CLCAs).

James Bay and Northern Quebec Agreement (JBNQA) Inuvialuit Final Agreement

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Gwich'in Comprehensive Land Claim Agreement **Nunavut Land Claims Agreement** Champagne and Aishihik First Nations Final Agreement Little Salmon/Carmacks First Nation Final Agreement First Nation of Nacho Nyak Dun Final Agreement Selkirk First Nation Final Agreement Teslin Tlingit Council Final Agreement Vuntut Gwitchin First Nation Final Agreement Tr'ondëk Hwëch'in Final Agreement Ta'an Kwach'an Council Final Agreement Kluane First Nation Final Agreement Kwanlin Dun First Nation Final Agreement Carcross/Tagish First Nation Final Agreement Sahtu Dene and Metis Comprehensive Land Claim Agreement Labrador Inuit Land Claims Agreement Tlicho Land Claims Agreement Nunavik Inuit Land Claims Agreement

1.2.4 For services requirements, Offerors in receipt of a pension or a lump sum payment must provide the required information as detailed in article 3 of Part 2 of the Request for Standing Offers (RFSO).

1.3 Security Requirement

There are security requirements associated with the requirement of the Standing Offer. For additional information, see Part 6 - Security, Financial and Insurance Requirements, and Part 7 - Standing Offer and Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Offerors should refer to the <u>Industrial Security Program (ISP)</u> of Public Works and Government Services Canada (http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) website.

1.4. Debriefings

Offerors may request a debriefing on the results of the request for standing offers process. Offerors must 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 as determined by Canada.

1.5 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 concerns regarding the award of contracts under \$25,000 for goods and under \$100,000 for services. Additional information on the services of the OPO is available at www.opo-boa.gc.ca.

1.6 Greening Government Operations

In April 2006, the Government of Canada issued a policy directing federal departments and agencies to take the necessary steps to acquire products and services that have a lower impact on the environment than those traditionally acquired. The environmental impact assessment of a product and/or service considers the whole life cycle of the product and/or service. Department of Indian Affairs and Northern Development (DIAND) procurements will be including more demanding environmental criteria to encourage product/service suppliers to improve their operations to reduce their negative impact on the environment.

1.7 Electronic Payment

Method of invoice payment by the Department of Indian Affairs and Northern Development is by direct deposit to the Bidders/Offerors' financial institution of choice.

If not registered for direct deposit payments, by entering into this procurement process, the Bidder/Offeror agrees to provide the information required to establish direct deposit by registering with the Department of Indian Affairs and Northern Development Electronic Payment Request form (http://www.aadnc-aandc.gc.ca/eng/1362499152985/1362499322435) at contract award, and submit the form to the address provided.

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 <u>Standard Acquisition Clauses and Conditions Manual</u> (https://buyandseli.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 <u>2006</u> (2016-04-04) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO with the following adaptations:

- References to Public Works and Government Services Canada (PWGSC) are replaced by the Department of Indian Affairs and Northern Development (DIAND);
- b) "General Information", is amended as follows:

Delete: "One method of supply used by Public Works and Government Services Canada (PWGSC) to satisfy the requirements of departments and agencies is to arrange with suppliers to submit a standing offer to provide goods, services or both during a specified period. Specific departments and agencies are then authorized by PWGSC to make call-ups against the standing offer detailing the exact quantities of goods or level of services they wish to order at a particular time, during the effective period of the standing offer in accordance with the predetermined conditions.

The process normally starts with a Request for Standing Offers (RFSO) that suppliers may obtain through the Government Electronic Tendering Service (GETS). A RFSO is an invitation to suppliers to provide PWGSC with a standing offer. The quantity of goods, level of services and estimated expenditure specified in the RFSO are only an approximation of requirements given in good faith. A RFSO does not commit PWGSC to authorize the utilization of a standing offer or to procure or contract for any goods, services or both. A standing offer is not a contract. The issuance by PWGSC of a Standing Offer and Call-up Authority to successful suppliers and to departments and agencies authorized to make call-ups does not constitute an agreement by Canada to order any or all of the goods, services or both offered. Departments and agencies may make one or several call-ups against a standing offer."

Insert: "One method of supply used by DIAND is to arrange with suppliers to submit a standing offer to provide goods and services or both during a specified period. Sections within DIAND can then make call-ups against the standing offer detailing the exact quantities of goods or level of services they wish to order at a particular time, during the effective period of the standing offer in accordance with the predetermined conditions.

The process normally starts with a Request for Standing Offers (RFSO) that suppliers may obtain through the Government Electronic Tendering Service (GETS). A RFSO is an invitation to suppliers to provide DIAND with a standing offer. The quantity of goods, level of services and estimated expenditure specified in the RFSO are only an approximation of requirements given in good faith. A RFSO does not commit DIAND to authorize the utilization of a standing offer or to procure or contract for any goods, services or both. A standing offer

is not a contract. The issuance by DIAND of a Standing Offer and Call-up Authority to successful suppliers and to sections within the department to make call-ups does not constitute an agreement by Canada to order any or all of the goods, services or both offered. DIAND may make one or several call-ups against a standing offer."

c) "Section 03 is amended as follows:

Delete: "Pursuant to the *Department of Public Works and Government Services Act* (S.C. 1996, c.16"

d) Section 05, Subsection 2 is amended as follows and renumbered accordingly:

Delete: d. "send its offer only to PWGSC Bid Receiving Unit specified on page 1 of the RFSO or to the address specified in the RFSO. The facsimile number and related instructions for offers transmitted by facsimile are provided in section 08";

Insert: d. send its offer only to the Bid Receiving Address specified on page 1 of the RFSO;

Delete: e. "ensure that the Offeror's name, return address, RFSO number, and RFSO closing date and time are clearly visible on the envelope or the parcel(s) containing the offer"

e) Section 05, Subsection 4 is amended as follows:

Delete: 60 days Insert: 180 days

f) Section 08 is amended as follows:

Delete: Subsections 1 - 3

Insert: Due to the nature of the RFSO, offers transmitted by facsimile to DIAND will not be accepted.

Section 12, Subsection 1 is amended as follows and renumbered accordingly:

Delete:

- a. the Offeror is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which renders the Offeror ineligible to submit an offer for the requirement:
- an employee, or súbcontractor included as part of the offer, is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which would render that employee or subcontractor ineligible to submit an offer on the requirement, or the portion of the requirement the employee or subcontractor is to perform;
- h) Section 17 is amended as follows:, Subsection 1 c) is revised as follows:

Delete.

- 1. "A joint venture is an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred as a consortium, to submit an offer together on a requirement. Offerors who submit an offer as a joint venture must indicate clearly that it is a joint venture and provide the following information:
 - a. the name of each member of the joint venture;
 - b. the Procurement Business Number of each member of the joint venture;
 - c. the name of the representative of the joint venture, i.e. the member chosen by the other members to act on their behalf, if applicable;
 - d. the name of the joint venture, if applicable.
- 2. If the information is not clearly provided in the offer, the Offeror must provide the information on request from the Standing Offer Authority.
- 3. The offer and any resulting standing offer must be signed by all the members of the joint venture unless one member has been appointed to act on behalf of all members of the joint venture. The Standing Offer Authority may, at any time, require each member of the joint venture to confirm that the representative has been appointed with full authority to act as its representative for the purposes of the RFSO and any resulting standing offer. If a standing offer is issued to a joint venture, all members of the joint venture will be jointly and severally or solidarily liable for the performance of any contract resulting from a call-up against the standing offer."

Insert:

- 1. "A joint venture is an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred as a consortium, to submit an offer together on a requirement. Offerors who submit an offer as a joint venture must indicate clearly that it is a joint venture and provide the following information:
 - a. the name of each member of the joint venture;
 - b. the Procurement Business Number of each member of the joint venture:
 - the name of the representative of the joint venture who will be named as the Lead Member in any resulting contract, i.e. the member chosen by the other members to act on their behalf, if applicable;
 - d. the name of the joint venture, if applicable.
- 2. If the information is not clearly provided in the offer, the Offeror must provide the information on request from the Standing Offer Authority.
- 3. The offer and any resulting standing offer must be signed by all the members of the joint venture. The Standing Offer Authority may, at any time, require each member of the joint venture to confirm that the representative has been appointed with full authority to act as its representative for the purposes of the RFSO and any resulting standing offer. If a standing offer is issued to a joint venture, all members of the joint venture will be jointly and severally or solidarily liable for the performance of any contract resulting from a call-up against the standing offer."
- i) Section 20 is amended as follows:

Delete: Subsection 2.

2.2 Submission of Offers

- 2.2.1 Offers (and any amendments thereto) must be submitted only in hard copy or soft copy format (excluding Email) to the Department of Indian Affairs and Northern Development (DIAND) Bid Receiving Address by the date, time and place indicated on page 1 of the RFSO document. DIAND will not assume responsibility for offers (and any amendments thereto) directed to any other locations. Offers submitted by any other means will not be accepted.
- 2.2.2 Due to enhanced security measures for visitors to the building, the Standing Offer Authority has made the necessary arrangements with the building security/Commissionaires to allow Offerors who choose to deliver their offers by hand, access to the Bid Receiving Address indicated on page 1 of the RFSO document during normal business hours (8:00 am to 4:00 pm).

2.2.3 Tender Envelope Submissions

Offerors must clearly identify on the envelope containing their offer, the following:

- RFSO Number: 1000169632

- Contracting Authority: Céline Viner

Closing Date: July 5, 2017
Offeror's Name and Address
"Offer Documents Enclosed"

2.3 Former Public Servant

Contracts awarded to 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 awarded to FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the offer non-responsive.

Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the <u>Financial</u> <u>Administration Act</u> 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;
- an individual who has incorporated;
- c. a partnership made of former public servants; or

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 a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

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

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

Former Public Servant in Receipt of a Pension

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

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

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

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

Work Force Adjustment Directive

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **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 adjustment 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 Applicable Taxes.

2.4 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than seven (7) 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(s) is eliminated, and the enquiry can be answered to all Offerors. Enquiries not submitted in a form that can be distributed to all Offerors may not be answered by Canada.

2.5 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 province of Ontario.

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

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

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

Section I: Technical Offer (3 hard copies) and 1 soft copy in PDF format on a CD, DVD or

USB Key.

Section II: Financial Offer (one (1) hard copy

Section III: Certifications (one (1) hard copy

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

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

Canada requests that Offerors follow the format instructions described below in the preparation of their offer:

(a) use 8.5 x 11 inch (216 mm x 279 mm) paper; and

(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 <u>Policy on Green Procurement</u> (http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html). To assist Canada in reaching its objectives, Offerors should, when submitting hard copies:

- 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
- use an environmentally-preferable format including black and white printing instead of color 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 Applicable Taxes must be shown separately.

3.1.1 Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation

Section III: Certifications

Offerors must submit the certifications and additional information required under Part 5.

Section IV: Additional Information Required With Offer

- 3.1.2 Offeror's Proposed Site(s) or Premises Requiring Safeguarding Measures
- 3.1.2.1 As indicated in Part 6 under Security Requirements, the Offeror must provide the full address of the Offeror's and proposed individual site or premises for which safeguarding measures are required for Work Performance:

Street Number / Street Name, Unit / Suite / Apartment Number City, Province, Territory / State Postal Code / Zip Code Country

3.1.2.2 The Company Security Officer (CSO) must ensure through the <u>Industrial Security Program (ISP)</u> that the Offeror and proposed individual(s) hold a valid security clearance at the required level, as indicated in Part 6 – Security, Financial and Other Requirements.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

- 4.1 Bidders must ensure that their Proposal provides sufficient evidence for DIAND to assess the compliance of the Proposal with the criteria listed in this Request for Standing Offer (RFSO). It is the sole responsibility of Bidders to provide sufficient information within their Proposal to enable DIAND to complete its evaluation.
- 4.2 Bidders must include only the reference material requested by INAC for evaluation. Any material beyond the scope of the content requested will not be considered.
- 4.3 Experience gained during formal education will not be considered as work experience. All requirements for work experience must 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.
- 4.4 Bidders are advised that responses only listing experience without providing supporting content to describe responsibilities, duties and relevance to INAC speech writing requirements, or reusing the same wording as the RFSO, will not be considered "demonstrated" for the purposes of this evaluation.
- 4.5 Selection and evaluation is based on a "rules of evidence" approach, such that the Bidder's Proposal is the sole demonstration of the Bidder's capacity to fulfill the requirement, as described within the RFSO. No prior knowledge of or experience with the Bidder on the part of the DIAND Bid Evaluation Committee will be taken into consideration. The Bidder should provide complete details as to where, when, how and through which activities and/or responsibilities the stated qualifications and/or experience were obtained.
- 4.6 Bidders must clearly identify the section(s) or page(s) in their proposals that provide the evidence and supporting documentation for the INAC Evaluation Team to effectively evaluate the bid.
- 4.7 Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- 4.8 An evaluation team composed of representatives of Canada will evaluate the offers.

4.1.1 Definitions

The following definitions apply to all Mandatory Requirements and Point-Rated Criteria where the terms appear, below:

- (a) "Must" refers to a requirement. Failure on the part of the Offeror to provide the information or demonstrate it meets a requirement expressed by "must" within its Offer will result in the Offer being deemed non-compliant and no further consideration given.
- (b) "Should" refers to a desired element. Failure on the part of the Offeror to provide the information requested by "should" within its Offer or to demonstrate that it meets the element expressed by "should" may result in the Offeror receiving less than full points on any Point-Rated Criteria. Offerors are encouraged to address all elements expressed by "should".

4.1.2 TECHNICAL EVALUATION

Bidders are to indicate for which Stream they are submitting their proposal:

 Stream 1: Speech Writing Firm OR

Stream 2: Individual Speech Writer

Bidders are not eligible to submit proposals for both streams.

4.1.2.1 MANDATORY TECHNICAL CRITERIA

A Bidder's Proposal **MUST** meet **ALL** mandatory requirements in order for the proposal to be deemed compliant and considered for further evaluation. Failure on the part of the Bidder to meet any one (1) of the mandatory requirements will result in its proposal being deemed non-compliant, with the proposal being given no further consideration.

For Stream 1: Speech Writing Firms, each proposed resource must meet each of the mandatory criteria.

Each Service Stream will be evaluated separately against the Stream's set of mandatory and rated Criteria.

STREAM 1 - SPEECH WRITING FIRMS

| ı | Bidder's Name: | | | · | |
|------|---|---|------------|--------------------|------|
| Item | Mandatory Requirements | | Offer | Reserved for DIAND | |
| | | | Ref. Pg. # | Pass | Fail |
| M1 | they have ten (10) yes speeches with two (2) years delivering these Minister and a federal of experience are calc RFSO. The experience one (1) corporate currimust have a team of at least one (1) resoul and provide one (1) curriculum vitae for eademonstrating the foll Chronologica background, is speech writer "Senior" or "Jirequirements" | ovide documentary evidence that ars experience writing English by years experience in the last five (5) a services for a federal government. Member of Parliament. The years culated on the closing date of this are must be provided in the form of riculum vitae. In addition, the Bidder at least three (3) speech writers with the being a Senior Speech Writer curriculum vitae within the corporate ach proposed speech writer owing: I professional and academic including Senior and/or_Junior level and experience (identify unior" as per the minimum resource | | | |

| | Bidder's Name: | | | |
|------|--|---------------------|---------|------|
| Item | Mandatory Requirements | Offer Ref. Pg. # | Reserve | |
| | | Nei. Pg. # | Pass | Fail |
| | A listing of speeches completed for federal government and parliamentary clients Professional designations and/or associations | | | |
| | Senior Speech Writer Requirements 10 years experience *University Degree, College or CEGEP Diploma | | | |
| | Junior Speech Writer Requirements 4 years experience *University Degree, College or CEGEP Diploma | | | |
| | *Proof of education such as a photocopy of the University Degree, College or CEGEP Diploma must be provided with the bid. | | | |
| | Samples Showing English Speech Writing Experience | | _ | |
| | The Bidder MUST provide three (3) samples of English- language speeches delivered within the last two (2) years calculated at the closing date of this RFSO and that were completed under a tight timeline (delivered within 24 hours of the request). | | | |
| | These same samples will be evaluated under R2 Samples Showing Speech Writing Services. | | | |
| M2 | The samples must demonstrate the following: | | | |
| | Sample One: A Keynote (Event) Speech written for a federal Minister (approximately 15 minutes in length) | | | |
| | Sample Two: A general Event Speech written for a federal Minister (approximately 5 minutes in length) | | | |
| | Sample Three: A Parliamentary Speech written for a federal Member of Parliament (approximately 10 minutes in length) | | į | |
| | For INAC definitions of <i>Parliamentary</i> and <i>Event</i> speeches, see the Scope of Work under the Statement of Work. | | | |
| МЗ | The Bidder MUST provide with their offer the completed and signed Annex E (Independent Bid Determination certification). | | | |

4.1.2.2 Point Rated Technical Criteria

Only those Proposals meeting **ALL** of the above Mandatory Requirements will be deemed compliant and will be evaluated on the basis of the Point-Rated Criteria.

Bidders failing to meet the minimum required scores of 75% in each of the Point-Rated Criteria will be deemed non-compliant and given no further consideration.

. STREAM 1 - SPEECH WRITING FIRMS

| item | | Offer | Reserved for DIAND | | | |
|------|---|-------|-----------------------------------|------------|--|--|
| | Point-Rated Criteria | | Min. Score/Passing Mark 75% | Max. Score | | |
| | Speech Writing Experience | | 45 | 60 | | |
| | The Bidder must submit a written summary describing the process for each of the three (3) English speech writing samples submitted under M2: Samples Showing Speech Writing Experience. Each description must not exceed three (3) pages, include the client name, title, department and the date of the project, and contain key project management elements under the following criteria: | | | | | |
| | Number of Speech Writers Project Management Role | | | | | |
| | | | | | | |
| | 3) Goal of Project | | | | | |
| | 4) Target Audience | | | | | |
| R1 | 5) Core Messages | | | | | |
| | 6) Research | | | | | |
| | 7) Quality Assurance | | | | | |
| | 8) Challenges | | | | | |
| | 9) Client Communications | | | | | |
| | 10) Outcomes | | | | | |
| | Each of the above criteria will be scored at two (2) points each for a total of 20 points per sample to a maximum of 60 points. | • | | | | |
| | Evaluation Criteria (20 points per sample to a maximum of 60 points) | | | | | |
| | Excellent: The Bidder provided a clearly written summary addressing the above criteria. (20 | | | | | |

| | | Off | Reserved for | or DIAND |
|------------------|---|------------------------|-----------------------------------|------------|
| item | Point-Rated Criteria | Offer Ref. Pg. # | Min. Score/Passing Mark 75% | Max. Score |
| | points per sample to a maximum of 60 points) | | | 10 |
| | Good: The Bidder provided a good summary but missed one (1) or more expected details in their description. For each missing detail, one (1) point will be deducted. (45-59 points) | | | |
| | Unsatisfactory: The Bidder provided an unsatisfactory summary that missed many important items that would be expected in the project management process. (Below 45 points) | | | |
| | Samples Showing Speech Writing Services | | 45 | 60 |
| | Evaluation of the three (3) samples of English- language speeches submitted under M2: Samples Showing English Speech Writing Services. | | | |
| | Sample One: A Keynote (Event) Speech written for a federal Minister (approximately 15 minutes in length). | | | |
| | Sample Two: A general Event Speech written for a federal Minister (approximately 5 minutes in length) | | | |
| R2 | Sample Three: A Parliamentary Speech written for a federal Member of Parliament (approximately 10 minutes in length). | | | |
| · - , | For INAC definitions of <i>Parliamentary</i> and <i>Event</i> speeches, see the Scope of Work under the Statement of Work. | | | |
| | Evaluation Criteria (20 points per sample to a maximum of 60 points). Each sample will be evaluated based on the following criteria with two (2) points being given for each item: | | | |
| | Logic, clarity and originality Proper use of federal style guidelines Correct grammar and spelling Correct punctuation Sensitivity to the issue and the audience Rhythm and pacing Sentence structure variety | | | |

| | | | Reserved for DIAND | | | |
|------|--|------------------------|-----------------------------------|------------|--|--|
| Item | Point-Rated Criteria | Offer Ref. Pg. # | Min. Score/Passing Mark 75% | Max. Score | | |
| | 8) Use of active vs. passive voice 9) Repetition of key words and points 10) Use of quotes and anecdotes | · | | | | |
| | Excellent: Sample exhibits excellent presentation of subject matter. (60 points) | | | | | |
| | Satisfactory: Sample exhibits satisfactory presentation of subject matter with a maximum of four (4) deficiencies per sample under the above criteria. (45-59 points) | | | | | |
| ٠ | Unsatisfactory: Sample exhibits unsatisfactory presentation of subject matter with five (5) or more deficiencies per sample under the above criteria. (Below 45 points) | | | | | |
| | References | | 15 | 20 | | |
| | Bidders must provide two (2) references to attest to their English speech writing experience. | | 15 | 20 | | |
| | References must be for the M2 and R2 project samples for speech writing services in the form of a Keynote, Event or Parliamentary speech, and include the following: | | | | | |
| R3 | a) Client Name, Title and Department b) Client Email c) Client Phone Number d) Name and Date of Project | | | | | |
| | The References will be asked about the Bidder's ability to manage projects, meet demanding timelines and the quality of their work. | | | | | |
| | <u>Evaluation Criteria</u> (Maximum 10 points per reference) | | | | | |
| i | Excellent: The Bidder consistently demonstrated the capacity to work well under pressure, deliver outstanding products and meet tight timelines and is recommended. (20 | | | | | |

| | | 055 | Reserved for | or DIAND |
|------|--|------------------------|-----------------------------------|------------|
| ltem | Point-Rated Criteria | Offer Ref. Pg. # | Min. Score/Passing Mark 75% | Max. Score |
| | points) | | | |
| | Good: The Bidder is recommended, but with some reservations. (15 points) | | | |
| | Unsatisfactory: The Bidder is not recommended. (Below 15 points) | | | |

STREAM 2 - INDIVIDUAL SPEECH WRITERS

| (| Offeror's Name: | | | | _ |
|------|--|--|-------|------|---------------|
| Item | Mandatory Requirements | | Offer | | ved for ND |
| | | Ref. Pg. # | Pass | Fail | |
| M1 | have ten (10) years experived with two (2) years experidelivering these services and a federal Member of experience are calculated. This experience must be vitae demonstrating the formula of the composition of the composit | e documentary evidence that they brience writing English speeches ence in the last five (5) years for a federal government Minister Parliament. The years of d on the closing date of this RFSO. provided in the form of a curriculum collowing: ofessional and academic senior speech writer as per the low of expertise se completed for federal government by clients Professional designations and academics. | | | |

| | Offeror's Name: | | | |
|------|--|---------------------|------|---------|
| Item | Mandatory Requirements | Offer Ref. Pg. # | 1 | ved for |
| | | Ker. Fg. # | Pass | Fail |
| | Degree must be provided with the bid. | | | |
| | Samples Showing English Speech Writing Experience | - | | |
| | The Bidder MUST provide three (3) samples of English- language speeches delivered within two (2) years of the closing date of this RFSO that were completed under a tight timeline (delivered within 24 hours of the request). These same samples will be evaluated under R2: Samples Showing Speech Writing Services. The samples must demonstrate the following: | | | |
| M2 | <u>Sample One:</u> A Keynote (Event) Speech written for a federal Minister (approximately 15 minutes in length) | | | |
| | Sample Two: A general Event Speech written for a federal Minister (approximately 5 minutes in length) | | | |
| | <u>Sample Three:</u> A Parliamentary Speech written for a federal Member of Parliament (approximately 10 minutes in length) | | | |
| | For INAC definitions of <i>Parliamentary</i> and <i>Event</i> speeches, see the Scope of Work under the Statement of Work. | | | |
| М3 | The Bidder MUST provide with their offer the completed and signed Annex E (Independent Bid Determination certification). | | | |

STREAM 2 - INDIVIDUAL SPEECH WRITERS

| | | | 055- | Reserved for DiAND | |
|----------------------|--|---|-----------------------------------|--------------------|----|
| Point-Rated Criteria | | Offer Ref. Pg. # | Min. Score/Passing Mark 75% | Max. Score | |
| ₹1 | Speec | h Writing Experience | | 45 | 60 |
| | describ (3) Eng under l Experie exceed name, project | dder must submit a written summary bing the process for each of the three glish speech writing samples submitted M2: Samples Showing Speech Writing ence. Each description must not dithree (3) pages, include the client title, department and date of the , and contain key elements under the ng criteria: | | | |
| | 1) | Speech Writer Qualifications | | | |
| | 2) | Project Management Role | | | |
| | 3) | Goal of Project | | | |
| | 4) | Target Audience | | | |
| | 5) | Core Messages | | | |
| | 6) | Research | | | |
| | 7) | Quality Assurance | | | |
| | 8) | · Challenges | | | |
| | 9) | Client Communications | | | |
| | 10) | Outcomes | | | |
| | two (2) | f the above criteria will be scored at points each for a total of 20 points per to a maximum of 60 points. | | | |
| | | tion Criteria (20 points per project to a maximum of 60 points) | | | |
| | written | nt: The Bidder provided a clearly summary addressing the above (20 points per sample to a maximum pints) | | | |
| | but mis in their | The Bidder provided a good summary sed one (1) or more expected details description. For each missing detail, point will be deducted. (45-59 points) | | | |

| | Point-Rated Criteria | | Reserved for DIAND | | |
|----|---|--|-----------------------------------|------------|--|
| | | | Min. Score/Passing Mark 75% | Max. Score | |
| | Unsatisfactory: The Bidder provided an unsatisfactory summary that missed many important items that would be expected in the project management process. (Below 45 points) | | | | |
| R2 | Samples Showing English Speech Writing Services | | 45 | 60 | |
| | Evaluation of the three (3) samples of English-language speeches submitted under M2: Samples Showing English Speech Writing Services. | | | | |
| | Sample One: A Keynote (Event) Speech written for a federal Minister (approximately 15 minutes in length) | | | | |
| | Sample Two: A general Event Speech written for a federal Minister (approximately 5 minutes in length) | | | | |
| | Sample Three: Parliamentary Speech written for a federal Member of Parliament (approximately 10 minutes in length) | | | | |
| | For INAC definitions of <i>Parliamentary</i> and <i>Event</i> speeches, see the Scope of Work under the Statement of Work. | | | | |
| | Evaluation Criteria (20 points per sample to a maximum of 60 points). Each sample will be evaluated based on the following criteria with two (2) points being given for each item: | | | | |
| | Logic, clarity and originality Proper use of federal style guidelines Correct grammar and spelling Correct punctuation Sensitivity to the issue and the | | | | |
| | audience 6) Rhythm and pacing 7) Sentence structure variety 8) Use of active vs. passive voice 9) Repetition of key words and points | | | | |

| | Off | Reserved for DIAND | | |
|--|------------------------|-----------------------------------|------------|--|
| Point-Rated Criteria | Offer Ref. Pg. # | Min. Score/Passing Mark 75% | Max. Score | |
| Excellent: Sample exhibits excellent presentation of subject matter. | | | | |
| Satisfactory: Sample exhibits satisfactory presentation of subject matter with a maximum of four (4) deficiencies per sample under the above criteria. (45-59 points) | | | a | |
| Unsatisfactory: Sample exhibits unsatisfactory presentation of subject matter with five (5) or more deficiencies per sample under the above criteria. (Below 45 points) | | | | |
| R3 References | | 15 | 20 | |
| Bidders must provide two (2) references to attest to their English speech writing experience. | į | = | | |
| References must be for the M2 and R2 samples for speech writing services in the form of a Keynote address, Event speech or Parliamentary speech completed within two (2) years of the closing date of this RFSO. | | | | |
| a) Client Name, Title and Department b) Client Email c) Client Phone Number d) Name and Date of Project | | | | |
| The References will be asked about the Bidder's ability to meet demanding timelines and the quality of their work. | | | | |
| Evaluation Criteria (Maximum 10 points per reference) | | | | |
| Excellent: The Bidder consistently demonstrated the capacity to work well under pressure, deliver outstanding products and meet tight timelines and is recommended. (20 points) | | | | |
| Good: The Bidder is recommended, but with | | | | |

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| fferor's Name: | | | |
|---|------------------------|-----------------------------------|------------|
| | Offer Ref. Pg. # | Reserved for DIAND | |
| Point-Rated Criteria | | Min. Score/Passing Mark 75% | Max. Score |
| some reservations. (15 points) | | | <u> </u> |
| Unsatisfactory: The Bidder is not recommended. (0 points) | | | |
| | Total | Points R1 to R3 | |

4.1.2 FINANCIAL EVALUATION

SACC Manual Clause M0220T (2016-01-28), Evaluation of Price

- 4.1.2.1 The Financial Evaluation will be carried out by the Contracting Authority independent of the DIAND Evaluation Committee responsible for rating the Technical Offer. Financial Offers will be evaluated based on the methodology detailed below.
- 4.1.2.2 All of the information required in this section MUST appear in the Offeror's Financial Offer ONLY. The Offeror's Financial Offer MUST be submitted in a sealed envelope, separate from the Offeror's Technical Offer.
- 4.1.2.3 Failure on the part of the Offeror to provide the information required within the Financial Offer Table will result in DIAND deeming the Offeror's Offer to be non-compliant, with the Offer being given no further consideration by DIAND.
- 4.1.2.4 The Bidders fixed, all-inclusive per hourly rates **MUST** be inclusive of all payroll, overhead costs and profits required to complete the work. Note: Fixed rates are not to be quoted as ranges. Rates should not include such things as travel and administrative expenses or GST/HST.
- Using the applicable table provided below, Bidders **MUST** provide a firm per hourly rate based on a 7.5 hour day for the initial SOA period including option years. For evaluation purposes, the initial SOA period and option years will be averaged to derive to an average per hourly rate.
- **4.1.2.6** Each Service Stream will be evaluated separately. DIAND will calculate the Bidder's average rates under each stream.

Rates proposed for the option years must be equal or greater than rate proposed in the initial contract period.

STREAM 1: SPEECH WRITING FIRMS

| Period | Senior Speech Writer | Bidder's all- inclusive hourly rate A | Bidder's "urgent" all- inclusive hourly rate B | Averaged all- inclusive hourly rate (C=A+B/2) |
|--------|---|---|--|--|
| 1 | Initial Contract From award to March 31, 2019 | | | |
| 2 | Second Initial Contract Period April 1, 2019 to March 31, 2020 | | | |
| 3 | Option Year 1 April 1, 2020 to March 31, 2021 | | | |
| 4 | Option Year 2 April 1, 2021 to March 31, 2022 | | | |

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| Period | Junior Speech Writer | Bidder's all- inclusive hourly rate A | Bidder's "urgent" all-inclusive hourly rate B | Averaged all- inclusive hourly rate C=A+B/2 |
|-----------|---|--|--|--|
| 1 | Initial Contract Award to March 31, 2019 | | | |
| . 2 | Year 2 Contract Award April 1, 2019 to March 31, 2020 | | | |
| 3 | Option Year 1 April 1, 2020 to March 31, 2021 | | | |
| 4 | Option Year 2 April 1, 2021 to March 31, 2022 | | | |
| C≃1+2+3+4 | eraged all-inclusive hourly rat 4) eraged all-inclusive hourly rate | <u> </u> | | |

STREAM 2: INDIVIDUAL SPEECH WRITING

| Writer | Bidder's all- inclusive hourly rate A | Bidder's "urgent" all-inclusive hourly rate B | Averaged all- inclusive hourly rate (C=A+B/2) |
|--------------------|--|--|--|
| ward to | | | |
| Award larch 31, | | | |
| larch 31, | | | |
| larch 31, | | | |
| | * | | ourly rate for the Senior Speech Writer |

4.2 Basis of Selection

SACC Manual Clause (2012-07-16) A0027T - Highest Combined Rating of Technical Merit and Price

- 1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
 - obtain the required minimum passing mark of 75% in each points rated under Streams 1 and Stream 2.

Bids not meeting (choose "(a) or (b) or (c) will be declared non-responsive

- **4.2.1** Standing Offers will be awarded based on a determination of **Best Value** taking into account both the technical merit of the Offers and the Financial Evaluation. Best Value is defined as the **Highest Total Score**.
- 4.2.2 A weighting has been established by DIAND wherein the Bidder's **Technical Score** as derived from the Point-Rated Criteria will be valued at 80% of the Bidder's Total Score, and the Bidder's **Financial Score** will be valued at 20% of the total score.

Bidder's Technical Score
Total Available Points

Lowest Averaged Rate
Bidder's Averaged Rate

Total Score

x 80= Prorated Technical Score

x 20 = Financial Score

= /100

- 4.2.4 In the event that more than one (1) Offeror has the same Total Score, the Offeror with the Highest Technical Score will be ranked higher.
- 4.2.5 DIAND intends to award a total of four (4) Standing Offer Agreements (SOAs) as follow:

STREAM 1: One (1) Speech Writing Firm

and

STREAM 2: Three (3) Individual Speech Writers

PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and associated information to be issued a standing offer.

The certifications provided by Offerors to Canada are subject to verification by Canada at all times. Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default in carrying out any of its obligations under any resulting contracts, if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority may render the Offer non-responsive, may result in the setting aside of the Standing Offer or constitute a default under the Contract.

5.1 Certifications Required with the Offer

5.1.1 Offerors must submit the following duly completed and signed certification with their offer:

Certificate of Independent Bid Determination attached hereto as Annex "E".

5.2. 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 inform the Offeror of a time frame within which to provide the information. Failure to comply with the request of the Standing Offer Authority and to provide the certifications within the time frame provided will render the offer non-responsive.

5.2.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the <u>Ineligibility and Suspension Policy</u> (http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), the Offeror must provide with its offer the required documentation, as applicable), to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from Employment and Social Development Canada-Labour's website.

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "<u>FCP Limited Eligibility to Bid</u>" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

5.2.3 SACC Manual Clause M3020T (2016-01-28) Status of 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

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

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

5.2.4 SACC Manual Clause M3021T (2012-07-16) 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

PART 6 - SECURITY REQUIREMENTS

6.1 Security Requirements

- Pursuant to the Government of Canada Security Policy, the nature of the services to be provided under this contract requires a Government of Canada (GoC) Security Screening action to be completed for the Contractor, their employees and sub-contractors to be assigned to conduct project work.
- 2. Prior to the commencement of the contract, the Contractor and each of its personnel involved in the performance of the contract must each hold a valid Government of Canada (GoC) Security Screening at the level of **Secret**.
- The Contractor and their personnel requiring access to CLASSIFIED information, assets or sensitive work site(s) must each hold a valid Security Screening at the level of Secret.
- 4. The Contractor MUST NOT possess or safeguard CLASSIFIED information/assets at their organization's premises until appropriate document safeguarding capability is granted by the Canadian Industrial Security Directorate of Public Works and Government Services Canada.
- 5. The Contractor must comply with the provisions of the:
 - a. Security Requirements Check List (attached hereto as Annex C); and
 - b. Government Security Policy (Latest Edition)
- 6. For Contractors and Proposed Resources That Are Currently in Possession of a Valid Government of Canada (GoC) Security Screening at the Level of Reliability:

In order to demonstrate compliance with this requirement, and, for the Department to verify their security screening status, as evidence of compliance with this requirement, at the time of proposal submission, the Bidder is required to provide the following information within the Bidder=s proposal, for the Contractor/Firm and all Contractor resources to be deployed in the fulfilment of the contract who are currently in possession of the required security screening:

- a. Name of Company, Address and Phone Number:
- b. Company Security Officer Name and Telephone Number;
- c. Security Screening or Clearance Certificate Number;
- d. Level of GoC Security Screening or Clearance;
- e. Origin of Security Screening or Clearance (Sponsoring Department/Agency); and
- f. Effective Date of Screening or Clearance.

For Contractors and Proposed Resources Not Currently In Possession of a Valid Government of Canada Security Screening, at a Minimum Level of Secret:

At the time of <u>proposal submission</u>, Bidders **MUST** complete and submit the following certification:

CERTIFICATION

If successful, as a duly authorized representative of (Enter Firm/Contractor Name) I do hereby certify that (Enter Firm/Contractor Name) and all proposed resources that are currently not in possession of a valid Government of Canada Security Screening at the

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| minimum level of Secret agree to be sponsor Security Screening prior to providing services | |
|---|--|
| Name of Duly Authorized Representative (Print) | Signature of Duly Authorized Representative |
| Title | Date |

<u>Prior to commencing work under the contract</u>, for those Contractor resources **not** currently in possession of a valid Government of Canada Security Screening, the Department will require said company/resources to undergo the security screening process for the purposes of obtaining a valid Government of Canada (GoC) Security Screening at the level of **Secret through** the Canadian Industrial Security Directorate of Public Works and Government Services Canada.

This procedure is in accordance with the Departmental and *Policy on Government Security* (TBS July. 1, 2009), regarding the protection of Government information in contracting. The required form requests the minimum information required to obtain a Government of Canada **Secret clearance** security screening. The Bidder is **not** required to submit any personnel information and/or Personnel Screening Consent and Authorization Forms with its proposal. DIAND respects the privacy of Canadians; the information on this form is required for the purpose of providing security screening assessments. It is collected under the authority of the Security Policy of the Government of Canada and is protected by the provisions of the Privacy Act in institutions which are covered by the Privacy Act. Its collection is mandatory. A refusal to provide information will lead to a review of whether the person is eligible to perform the contract work that is associated with this Personnel Screening Request. Failure on the part of the Bidder's resources to comply with these requirements will result in those resources being deemed non-compliant, with no further consideration given. Non-compliant resources will be deemed ineligible to complete any work associated with this contract.

2. For additional information on security requirements, Offerors should refer to the <u>Industrial Security Program (ISP)</u> of Public Works and Government Services Canada (http://ssiiss.tpsgc-pwgsc.gc.ca/index-eng.html) website.

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

7.1 Offer

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

7.2 Security Requirement

7.2.1 The following security requirements related clauses provided by ISP apply and form part of the Standing Offer.

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE #: 1000169632

- The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Facility Security Clearance at the level of SECRET, with approved Document safeguarding at the level of SECRET, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
- The Contractor/Offeror personnel requiring access to CLASSIFIED information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of SECRET, granted or approved by the CISD, PWGSC.
- Processing of CLASSIFIED information electronically at the Contractor/Offeror's site is NOT permitted under this Contract/Standing Offer.
- Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
- The Contractor/Offeror must comply with the provisions of the:
 - (a) Security Requirements Check List and security guide (if applicable), attached at Annex
 - (b) Industrial Security Manual (Latest Edition).

7.2.2 Offeror's Sites or Premises Requiring Safeguarding

7.2.2.1 Where safeguarding measures are required in the performance of the Work, the Offeror must diligently maintain up-to-date the information related to the Offeror's and proposed individuals' sites or premises for the following addresses:

Street Number / Street Name, Unit / Suite / Apartment Number City, Province, Territory / State Postal Code / Zip Code Country

7.2.2.2 The Company Security Officer (CSO) must ensure through the <u>Industrial Security Program (ISP)</u> that the Offeror and individual(s) hold a valid security clearance at the required level.

7.3 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

<u>Manual</u> (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

7.3.1 General Conditions

<u>2005</u> (2016-04-04) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer with the following adaptations:

- References to Public Works and Government Services Canada (PWGSC) are replaced by the Department of Indian Affairs and Northern Development (DIAND);
- b) Section 1, is amended as follows:

Delete: "Standing Offer Authority" means the person designated as such in the Standing Offer, or by notice to the Offeror, to act as the representative of Canada in the management of the Standing Offer. The Standing Offer Authority will issue a document called "Standing Offer and Call-up Authority" to authorize Identified Users to make call-ups against the Standing Offer and to notify the Offeror that authority to make call-ups against the Standing Offer has been given to Identified Users".

Insert: "Standing Offer Authority" means the person designated as such in the Standing Offer, or by notice to the Offeror, to act as the representative of Canada in the management of the Standing Offer.

- c) "Pursuant to the *Department of Public Works and Government Services Act* (S.C. 1996, c.16," is deleted from the text under Section 3.
- d) Section 5 is amended as follows:

Delete: "If applicable, Identified Users will use the form specified in the Standing Offer to order goods, services or both. Goods, services or both may also be ordered by other methods such as telephone, facsimile or electronic means. With the exception of call-ups paid for with a Government of Canada acquisition card (credit card), call-ups made by telephone must be confirmed in writing on the document specified in the Standing Offer.

Call-ups against the Standing Offer paid for with the Government of Canada acquisition card (credit card) at point of sale must be accorded the same prices and conditions as any other Call-up."

Insert: "Identified Users will use the call-up procedures and call-up form specified in the Standing Offer to order services".

7.4 **Term of Standing Offer**

7.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from date of award to March 31, 2020.

7.4.2 **Extension of Standing Offer**

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

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority fifteen (15) days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

7.4.3 Comprehensive Land Claims Agreements (CLCAs)

The Standing Offer (SO) is for the delivery of the requirement detailed in the SO to the Identified Users across Canada, including areas subject to Comprehensive Land Claims Agreements (CLCAs).

7.5 **Authorities**

7.5.1 **Contracting Authority**

The Contracting Authority is:

Name: Céline Viner

Title: Senior Procurement Officer

Department of Indian Affairs and Northern Development Directorate: Materiel and Assets Management Directorate

10 Wellington Street, 13th Floor

Gatineau, QC K1A 0H4

Facsimile:

Telephone: 819-994-7304

819-953-7830

E-mail address: celine.viner@aadnc-aandc.gc.ca

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

7.5.2 Departmental Authority (to be identified at SOA award)

| The Departmental Authority is: |
|---|
| Name: |
| Title: |
| Department of Indian Affairs and Northern Development |
| Directorate: |
| Address: |
| Telephone: |

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| Facsimile: | | | |
|-----------------|---|--|--|
| E-mail address: | _ | | |

The Departmental Authority is the individual responsible for requesting the establishment of the Standing Offer and for its administration. All requests to issue call-ups against the Standing Offer must be approved by the Departmental Authority.

7.5.3 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 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.

7.5.4 Offeror's Representative (to be identified at SOA award)

7.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a <u>Public Service Superannuation Act</u> (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with <u>Contracting Policy Notice: 2012-2</u> of the Treasury Board

7.7 Identified Users

The Identified Users authorized to make call-ups against the Standing Offer are employees of the Department of Indian Affairs and Northern Development Canada.

7.8 Number of Standing Offers

A maximum of four (4) Standing Offers will be issued as follow:

One (1) Speech Writing Firm

and

Three (3) Individual Speech Writers

7.9 Call-up Allocation and Procedures

7.9.1 Call-up Allocation for Stream 1 – Speech Writing Firm

7.9.1.1 When a requirement is identified, the Standing Offer Authority will contact the Offeror to determine if the requirement can be satisfied by that Offeror. If the Offeror is able to meet the requirement, a call-up will be made against its Standing Offer.

7.9.2 Call-up Procedures

- **7.9.2.1** Offerors will be contacted directly as described in 7.9.1.1.
- 7.9.2.2 The Standing Offer Authority or the Project Authority (as applicable) will provide the Offeror with details of the Work activities to be performed within the scope of this Standing Offer including a description of the deliverables/reports to be submitted.

- 7.9.2.3 The Offeror will prepare and submit a proposal for the Work as required by the Standing Offer Authority or the Project Authority (as applicable). The proposal shall include a cost quotation established by utilizing the applicable rates as shown in the Basis of Payment, Annex "B", a schedule indicating completion dates for major Work activities and submission dates for deliverables/reports with supporting details. The proposal must be submitted to the Standing Offer Authority or the Project Authority (as applicable) within three (3) business days of receiving the request.
- 7.9.2.4 Failure by the Offeror to submit a proposal in accordance with the time frame specified in 7.9.2.3 above will be interpreted as the Offeror being unable to perform the services and will result in the setting aside of the Offer. Canada reserves the right to procure the specified services by other contracting methods.
- 7.9.2.5 The Standing Offer Authority and the Project Authority reserve the right to request references from the available Offeror to conduct a reference check to verify the accuracy of similar work previously performed. Should the reference(s) provide negative feedback in relation to the information provided, the Standing Offer Authority or the Project Authority (as applicable) reserves the right to procure the specified services by other contracting methods.
- **7.9.2.6** Upon acceptance by the Project Authority of the Offerors proposal for the services, the Offeror will be authorized by the Standing Offer Authority to proceed with the Work through the issuance of a duly completed and signed Call-up against a Standing Offer.
- 7.9.2.7 The Offeror shall not commence Work until the Call-up against a Standing Offer has been signed by the Standing Offer Authority. The Offeror acknowledges that any and all Work performed in the absence of a Call-up against a Standing Offer Agreement signed by the Standing Offer Authority will be undertaken at the Offeror's own risk, and Canada shall not be liable for payment therefor.
- 7.10 Call-up Allocation and Procedures for Stream 2: Individual Speech Writers

7.10.1 Call-up Allocation

- 7.10.1.1For Call-ups against a Standing Offer valued at \$25,000 or less (applicable taxes included) the Project Authority will select the Offeror that best meets the Department's needs.
- 7.10.1.2 For Call-ups against a Standing Offer valued in excess of \$25,000 (applicable taxes included), services will be called up by the Standing Offer Authority on a right of first refusal basis based on best value ranking.

When a requirement is identified, the Standing Offer Authority will contact the highest-ranked Offeror to determine if the requirement can be satisfied by that Offeror. If the highest-ranked Offeror is able to meet the requirement, a call-up will be made against its Standing Offer.

If the highest ranked Offeror is unable to meet the requirement, the Standing Offer Authority will contact the next ranked Offeror. The Standing Offer Authority or his/her authorized representative will continue and proceed as above until one Offeror indicates that it can meet the requirement of the call-up.

7.10.2 Call-up Procedures

7.10.2.1 Offerors will be contacted directly as described in 7.10.1.1 or on a right of first refusal basis as described in 7.10.1.2 above.

- 7.10.2.2 The Standing Offer Authority or the Project Authority (as applicable) will provide the Offeror with details of the Work activities to be performed within the scope of this Standing Offer including a description of the deliverables/reports to be submitted.
- 7.10.2.3 The Offeror will prepare and submit a proposal for the Work as required by the Standing Offer Authority or the Project Authority (as applicable). The proposal shall include a cost quotation established by utilizing the applicable rates as shown in the Basis of Payment, Annex "B", a schedule indicating completion dates for major Work activities and submission dates for deliverables/reports with supporting details. The proposal must be submitted to the Standing Offer Authority or the Project Authority (as applicable) within three (3) business days of receiving the request.
- 7.10.2.4 Failure by the Offeror to submit a proposal in accordance with the time frame specified in 7.10.2.3 above will be interpreted as the Offeror being unable to perform the services and will result in the setting aside of the Offer. The Offeror will then be by-passed and the Standing Offer Authority or the Project Authority (as applicable) will send the request to the next best suited Offeror (requirements valued at \$25,000 or less applicable taxes included) or, the next ranked Offeror (requirements valued in excess of \$25,000 applicable taxes included). This process will continue until the requirement can be fully addressed by an Offeror. Should no Offeror be able to provide the services requested, Canada reserves the right to procure the specified services by other contracting methods.
- 7.10.2.5 The Standing Offer Authority and the Project Authority reserve the right to request references from the available Offeror to conduct a reference check to verify the accuracy of similar work previously performed. Should the reference(s) provide negative feedback in relation to the information provided, the Standing Offer Authority or the Project Authority (as applicable) reserves the right to go to the next ranked Offeror.
- **7.10.2.6** Upon acceptance by the Project Authority of the Offerors proposal for the services, the Offeror will be authorized by the Standing Offer Authority to proceed with the Work through the issuance of a duly completed and signed Call-up against a Standing Offer.
- 7.10.2.7 The Offeror shall not commence Work until the Call-up against a Standing Offer has been signed by the Standing Offer Authority. The Offeror acknowledges that any and all Work performed in the absence of a Call-up against a Standing Offer Agreement signed by the Standing Offer Authority will be undertaken at the Offeror's own risk, and Canada shall not be liable for payment therefor.

7.11 Call-up Instrument

The Work will be authorized or confirmed using form 942, Call-up against a Standing Offer.

- 7.12 Limitation of Call-ups Removed
- 7.13 Financial Limitation Removed
- 7.14 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:

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- b) the articles of the Standing Offer;
- c) the General Conditions 2005 (2016-04-04, General Conditions Standing Offers Goods or Services
- d) the Supplemental General Conditions 4007 (2010-08-16) Canada to Own Intellectual Property Rights in Foreground Information)
- e) the General Conditions 2010B (2016-04-04) General Conditions Professional Services (Medium Complexity)
- f) Annex A, Statement of Work;
- g) Annex B, Basis of Payment;
- h) Annex C, Security Requirements Check List;
- i) Annex D, Greening Government Operations
- the Offeror's offer dated _____ (to be identified at SOA award).

7.15 Certifications and Additional Information

7.15.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period

7.16 Applicable Laws

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

7.17 SACC Manual Clauses

M3020C (2016-01-28) Status of Availability of Resources - Standing Offer A7017C (2008-05-12) Replacement of Specific Individuals

B. RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

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

7.2 Standard Clauses and Conditions

7.2.1 General Conditions

<u>2010B</u> (2016-04-04), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract with the following adaptations:

- a) References to Public Works and Government Services Canada (PWGSC) are replaced by the Department of Indian Affairs and Northern Development (DIAND); and
- b) "Pursuant to the *Department of Public Works and Government Services Act* (S.C. 1996, c.16," is deleted from the text under Section 2 Standard Clauses and Conditions.
- Section 10, Subsection 1 is amended as follows:
 - Delete: "Invoices must be submitted in the Contractor's name. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery".
 - Insert: "Invoices must be submitted by Email to the Project Authority in the Contractor's name. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery".
- d) Section 10, Subsection 2, paragraph a. is amended as follows:
 - Delete: "the date, the name and address of the client department, item or reference numbers, deliverable/description of the Work, contract number, Client Reference Number (CRN), Procurement Business Number (PBN), and financial code(s)".
 - Insert: "the contract title and number, the date, deliverable/description of the Work and financial code(s)"

e) Insert:

2010B 36 (2015-04-01) Indemnification

The Contractor must indemnify and save harmless Canada from and against all claims, demands, losses, costs, damages, actions, suits or other proceedings by whomsoever made, brought or prosecuted in any manner based upon, occasioned by or attributable to the activities of the Contractor under this Contract.

7.2.2 Supplemental General Conditions

4007 (2010-08-16) - Supplemental General Conditions, Canada to Own Intellectual Property Rights in Foreground Information apply to and form part of the Contract.

7.3. Term of Contract

7.3.1 Period of the Contract

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

7.4. Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a <u>Public Service Superannuation Act</u> (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with <u>Contracting Policy Notice</u>: <u>2012-2</u> of the Treasury Board Secretariat of Canada.

7.5 Payment

The following Basis of Payment will form part of the resulting Call-up.

7.5.1 Basis of Payment

The Contractor will be paid in accordance with the Basis of Payment at Annex "B "-

7.5.2 Limitation of Expenditure

- Canada's total liability to the Contractor under the Contract must not exceed \$
 _____.(to be identified at SOA award) and Applicable Taxes are extra.
- 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
 - as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
- 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

7.5.3 Method of Payment

7.5.3.1 Single Payment

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the call-up if:

- an accurate and complete invoice and any other documents required by the call-up have been submitted in accordance with the invoicing instructions provided in the call-up;
- all such documents have been verified by Canada; and
- c. the Work delivered has been accepted by Canada.

7.5.4 Electronic Payment

Method of invoice payment by the Department of Indian Affairs and Northern Development is by direct deposit to the Contractor's financial institution of choice.

If not registered for direct deposit payments, to enable payment, the Contractor must complete the Department of Indian Affairs and Northern Development Electronic Payment Request form (http://www.aadnc-aandc.gc.ca/eng/1362499152985/1362499322435), and submit the form to the address provided.

7.5.5 T1204 - Direct Request By Department

- **7.5.5.1** Pursuant to paragraph 221 (1)(d) of the <u>Income Tax Act</u>, R.S. 1985, c. 1 (5th Supp.), payments made by departments and agencies to contractors under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T1204 Government Service Contract Payments slip.
- **7.5.5.2** To enable departments and agencies to comply with this requirement, the Contractor must provide Canada, upon request, its business number or Social Insurance Number, as applicable. (These requests may take the form of a general call-letter to contractors, in writing or by telephone).

7.6 Invoicing Instructions

The following invoicing instructions will form part of the resulting Contract:

 The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions and under subsection 7.2.1 c) and d) of this contract. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
- a copy of the release document and any other documents as specified in the Contract;
- Invoices must be forwarded to the address shown on page 1 of the Contract for certification and payment.

7.7 Insurance

SACC Manual clause G1005C (2016-01-28) Insurance - No Specific Requirement

7.8 SACC Manual Clauses

A9014C (2006-06-16) Specific Person(s)

The Contractor must provide the services of the following person(s) to perform the Work as stated in the Contract: (to be identified at SOA award).

7.9 Official Languages

Any Contractor who carries out work on behalf of DIAND or Indian, Oil and Gas Canada (IOGC) in a location where the Department or Agency is required to provide services or communications to the public in both official languages, must also do so in both official languages. In DIAND, those locations are its regional offices located in Amherst, Quebec, the National Capital Region (NCR), Toronto, Winnipeg, Regina, Edmonton, Vancouver, Iqaluit, Yellowknife and Whitehorse and in IOGC, the Calgary regional office.

7.10 Federal Contractors Program for Employment Equity - Default by the Contractor

7.11 Joint Venture

7.11.1 The joint venture (the "Joint Venture") is comprised of the following members:

[List Joint Venture members]

- 7.11.2 _____ has been appointed as the "Lead Member" of the Joint Venture and has full authority to act as agent for each member of the Joint Venture with respect to all matters relating to this Contract;
- **7.11.3** By giving notice to the Lead Member, Canada shall be deemed to have given notice to all members of the Joint Venture;
- 7.11.4 The payment of moneys under the Contract to the Lead Member will act as a release from all the members of the Joint Venture:
- 7.11.5 Canada may, at its discretion, in the event of disputes among the members of the Joint Venture or changes in its composition, terminate the Contract; and
- **7.11.6** All members of the Joint Venture are jointly and severally or solidarily liable for the performance of the Contract.

ANNEX "A"

STATEMENT OF WORK

SW1: TITLE

Professional English speech writing services for the Department of Indigenous and Northern Affairs Canada (INAC).

SW2: REQUIREMENT

There is a requirement for English speech writing services on an as-and-when requested basis for INAC. The Department intends to award four (4) Standing Offers to:

- One (1) Speech Writing Firm and
- Three (3) Individual Speech Writers

SW3: BACKGROUND

INAC supports Indigenous people (First Nations, Inuit and Métis) and Northerners in their efforts to:

- Improve social well-being and economic prosperity
- Develop healthier more sustainable communities
- Participate more fully in Canada's political, social and economic development to the benefit of all Canadians

INAC is one of 34 federal government departments responsible for meeting the Government of Canada's obligations and commitments to First Nations, Inuit and Métis, and for fulfilling the federal government's constitutional responsibilities in the North. INAC's federal responsibilities are largely determined by numerous statutes, negotiated agreements and relevant legal decisions. Most of INAC's programs – representing a majority of its spending – are delivered through partnerships with Indigenous communities and federal-provincial or federal-territorial agreements. INAC also works with urban Indigenous people, Métis and Non-Status Indians (many of whom live in rural areas).

To fulfill its mandate, INAC requires English speech writing services on an as-and-when requested basis.

SW4: SCOPE OF WORK

The INAC Communications Branch prepares a wide range of speeches for use by the Minister, the Parliamentary Secretary, Deputy Ministers, Senators and/or Members of Parliament speaking on the Minister's behalf. The Contractor will provide ongoing English speech writing services on an as-and-when requested basis. Speech topics cover diverse Indigenous and Northern issues directed to various audiences depending on the nature of the event and the venue. The audience includes Indigenous leaders and organizations, professional associations and citizens, non-governmental organizations, Parliamentarians and other elected officials, industry and environmental stakeholders, media and/or the general public. The main types of speeches required by INAC for this RFSO can be grouped into the following categories:

a. <u>Parliamentary</u>

 House of Commons and Senate debates on legislation sponsored by the Minister, Opposition Day motions, concurrence and emergency motion

- debates and Private Members Business related to the Department's mandate
- ii. Appearances before Parliamentary Standing Committees
- iii. Adjournment Proceedings and House of Commons Member Statements (SO31 Statements)

b. Events (includes keynote addresses, meetings and public forums)

- i. Signing ceremonies (e.g., land claims, self-government agreements)
- ii. Announcements/press conferences/media events
- iii. Major conferences, including keynote addresses where the Minister is the featured speaker
- iv. Indigenous and Northern organizations' general meetings/assemblies (e.g., Assembly of First Nations, Native Women's Association of Canada, Inuit Tapiriit Kanatami, etc.)
- v. Intergovernmental forums
 - (International/federal/provincial/territorial/Indigenous)
- vi. Municipal events (e.g., Chambers of Commerce)
- vii. Video messages/greetings

SW5: DELIVERABLES

For each assignment, the Contractor will receive a briefing that includes Departmental messaging and related content. The Project Authority will negotiate the level of effort (number of hours/days), nature and/or scope of each speech and this will form the basis for establishing a firm price for each Call-up. In support of this work, the Contractor must:

- Provide timely and efficient speech writing services in support of ongoing departmental initiatives
- Provide speech and/or speeches to the Project Authority and make revisions if necessary and as requested by the Project Authority
- Liaise with the Project Authority by email, telephone or in person to discuss the speech writing requirements (theme, key messages, scope, length, etc.)
- Provide electronic and/or hard copies of the speech drafts and final versions
- Submit all documents in electronic format in the current version of Microsoft Word used by INAC
- Provide speeches within requested timelines on a regular or urgent basis

SW6: TASKS AND TECHNICAL SPECIFICATIONS

The Contractor will write and edit various texts for speeches in plain language as requested by the Project Authority. The services provided by the Contractor must meet the requirements of the INAC Communications Branch's Corporate Communications Directorate. These requirements include adhering to specific direction regarding length, tone, messaging and storyline. They also require adhering to the writing, editing and publishing standards followed by the Department and the Government of Canada. These standards will be provided by INAC communications staff through:

Briefing sessions

- Materials or information available from INAC and/or elsewhere
- Use of the most current version of The Canadian Style: A Guide to Writing and Editing, published by Dundurn Press Limited in cooperation with Public Works and Government Services Canada Translation Bureau (serves as the standard reference in quality controlling communications products)
- Use of Termium, the Government of Canada's terminology bank

Contractor tasks for writing English speeches for the Minister and Senators (for legislative purposes), the Parliamentary Secretary, Members of Parliament (when representing the Minister), Deputy Ministers and Associate Deputy Ministers will include:

- Performing independent research and analyzing and synthesizing information received from INAC
- Searching for information on INAC's organization, programs and policies, the media and the broad public environment, identifying issues and analyzing any implications for the Minister, Parliamentary Secretary, Deputy Ministers and/or Associate Deputy Ministers
- 3. Offering strategic advice and approaches for addressing critical issues with respect to speech content
- Working with INAC Communications Branch to develop, research and write speeches for the Minister, Senators (for legislative purposes), the Parliamentary Secretary, Deputy Ministers and/or Associate Deputy Ministers
- 5. Adhering to instructions provided by INAC staff to ensure compliance with governmental and Departmental communications policies, standards, practices, procedures and guidelines

SW7: LARGER PROJECTS WITH MULTIPLE SPEECH WRITERS

Some speech writing assignments may require more than one speech writer. In such cases, the INAC Communications Branch may decide to use the services of a Firm that can provide a team that has previously worked together, rather than a group of individual speech writers. When a team is required, the Contractor's senior speech writer will also serve as the project manager. All speech writers must be prepared to work according to the INAC Communications Branch's instructions and must adhere to Departmental policies, guidelines, styles and formats. These standards are referenced in this RFSO. Additional details will be provided by the INAC Communications Branch upon award of the Call-up.

SW8: CLIENT SUPPORT

The Project Authority will provide the following support to the Contractor:

- Any necessary background information including files and instructions and federal writing and editing publishing standards
- Contact information for departmental subject matter experts

SW9: REPORTING AND COMMUNICATIONS

In addition to the timely submission of all deliverables and fulfillment of the specific requirements of each Call-up, the Contractor is responsible for maintaining regular communications with the Project Authority.

Communications is defined as all reasonable effort to inform the Project Authority of plans, decisions, proposed approaches, implementation and results of work to ensure that work is progressing well and in accordance with expectations. Communications may include (but is not limited to) phone calls, emails and meetings. In addition, the Contractor is to immediately notify INAC of any issues, problems or areas of concern in relation to any work under the Call-up.

SW10: WORK LOCATION AND TRAVEL

All work must be conducted at the Contractor's facility unless otherwise required and requested at the time of the Call-up.

INAC's Communications Branch conducts most business with Contractors by telephone and via the internet thereby eliminating the need for travel between the Contractor's local place of work and the INAC Communications Branch office in Gatineau, Québec.

This approach places Bidders from across the country on a competitive footing as travel costs and distance from Ottawa/Gatineau are seldom concerns. Contractors, on an exceptional basis, may be required to work on-site (within INAC Communications Branch offices) for specific projects when time frames or client needs make this essential. Otherwise, it is expected that Contractors will work remotely from their facility.

It is important to note that travel expenses (including local travel) will not be paid under this RFSO unless travel is deemed essential and approved by the INAC Communications Branch prior to commencement of work. Travel costs will not be paid for travel within the National Capital Region.

SW11: CONSTRAINTS

Due to the nature of the work, the Contractor may be requested to provide services on an urgent basis. Call-ups under the Standing Offer may reflect a requirement for tight deadlines or evening and weekend work. Where circumstances permit, the Contractor will be given as much lead time as possible as well as access to INAC's expert resources. Tight deadlines vary to within 4 hours to within 24 hours depending on the time and nature of the request.

SW12: LANGUAGE OF WORK

The Contractor will provide speech writing services in English.

SW13: HOURS OF WORK

The INAC Communications Branch is often required to produce speeches on an urgent basis and under tight deadlines. This may require work to be produced during evenings, weekends and on statutory holidays. More specifically:

- Standard work hours include work performed after 8:00 AM and prior to 7:00 PM, Monday through Friday, excluding statutory holidays
- <u>Evening work</u> is work performed on weekdays (Monday through Friday), after
 7:00 PM
- Weekend and holiday work is work performed on Saturday, Sunday and statutory holidays that are officially observed within Canada

ANNEX "B"

BASIS OF PAYMENT

In consideration of the Contractor satisfactorily completing all of its obligations under the call-up, the Contractor will be paid an all-inclusive per hourly rates stipulated in the call-up as indicated below:

Professional fees not to exceed \$(to be identified at SOA award) (excluding applicable taxes to be identified at SOA award %)

STREAM 1: Speech Writing Firms

| Period | Bidder's Senior Speech Writer all-inclusive hourly rate | Bidder's Senior "urgent" Speech Writer all- inclusive hourly rate | Bidder's Junior Speech Writer all- inclusive hourly rate | Bidder's Junior Speech Writer "urgent" all- inclusive hourly rate |
|-------------------|--|---|--|---|
| Initial Contract | | | | |
| Period from | | | | |
| contract award to | | | | |
| March 31, 2019 | | <u> </u> | | |
| Second Initial | | | | |
| Contract Period | | | | |
| April 1, 2019 to | | · | | |
| March 31, 2020 | | | | |
| Option Year 1 | | | | |
| April 1, 2020 to | | | | |
| March 31, 2021 | | | | |
| Option Year 2 | | - | | |
| April 1, 2021 to | | | | |
| March 31, 2022 | | | | |

STREAM 2: Individual Speech Writers

| Period | Bidder's Senior all- inclusive hourly rate | Bidder's Senior "urgent" all- inclusive hourly rate |
|---|---|---|
| Initial Contract Period from contract award to March 31, 2019 | | |
| Second Initial Contract Period April 1, 2019 to March 31, 2020 | | |
| Option Year 1 April 1, 2020 to March 31, 2021 | | |
| Option Year 2 April 1, 2021 to March 31, 2022 | | |

ANNEX "C"

SECURITY REQUIREMENTS CHECK LIST

| | Governme | ENC | Gouvername | and and a most | 1 | ionimict Number / Numéro du co | rital | | |
|--|--|---------------------|-----------------------|---|-----------------------------|--|---------------------|--|--|
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| | | | | | Securi | y Classification / Classification d UNCLASSIFIED | le sécurité | | |
| | | | T. | | | UNGLASSIFIED | | | |
| | | | | SECURITY REQUIREM | ENTS CHECK LIST IS | RCI 1 | | | |
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| incomes di | u argenteme go | LIVETT | emental d'erick | Determent Consider | orthorn 2. Smill Securit | ch or Directorate / Cirection gèn | iérale ou Direction | | |
| 3. a) Subcontr | act Number / N | luméro | du contrat de | | | ocuminacior / Nom et adresse du | som-traitent | | |
| 4. Stinf Descri | ption of Work / | Piritum | description du | | | | | | |
| Speech Willing | Bervices - RFP | | - was carpoon and | I dres | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| 5. a) YVIII the s | tapplier require | SCORE | to Controlled | Goods? Fees comblées? | | | / No Yes | | |
| 5. b) Will the u | Labolier recoine | POTON : | t to implement | d willtary technical data subj | | | I HORI LI COI | | |
| | | | | | | | / No Yes | | |
| Le fournie | leeur aura-t-il a Brûle des donni | icols i | des données | tochniques militaires non da | ssifiées qui sont assujeble | s aux dispositions du Réglamen | Non L. Qui | | |
| | | | | type d'acole requis | | | | | |
| S. a) Will the m | poller and its a | ernolos | MAR PROVIDED OF | rese to PROTECTED sents | Markanala se asara | | | | |
| | | | | | nis ou à des biens PROT | i or assers? ÉGÉS at/ou CI ARRIFIÉR? | Non Yes | | |
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| 10, 31 YM ITE SI | | | | are endelegement community | require access to restrict | ed access areas? No access to | No Yes | | |
| Le fournie | | raine de | CO RECUIRED | TOT ANNUALS IS PERTURARY, | | is d'accès restreintes? L'accès | No Yes | | |
| | | | | | | is d'accès restreintes? L'accès | | | |
| - 10. C2 IS SEE S C | omander cour | tar are | مسلا ومرود مومومناكها | ment with no overnight store alson commercials some entr | 0 | | / No Yes | | |
| 7. a) bytents th | a have of the | - The same | Shirt Old GO HATE | mou cousulaters same elit | sposage de nuit? | | T Man L (A.a.) | | |
| | Canada | 7 | THE RESIDENCE | | | illor auqual la foumbseur davis | avoir acoks | | |
| 7. b) Release n | | V | | NATO / OTA | N | Foreign / Étranger | | | |
| No release rea | drieffons | <u></u> | IN TOTALINES & N | n comunica | | | | | |
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Page **49** of **55**



| Contract Number / Numbro du contrat |
|---|
| 1000169632 |
| Security Classification / Classification de sécurité UNCLASSIFIED |

| If Yes, indicate the level of sensitivity: Dans l'affirmative, indicatr le niveau de sensibilité 9. Will the succlier require appeas to extremely sensi- | ts ou à des blens COMSEC désignes PROTEGES et/ou CLASSIPEIS? : tive INFOSEC information or ésaéts? ts ou à des blens INFOSEC de nature extrémement délicaite? | No Non Out |
|---|--|--|
| Document Number / Numbro du document : | 25 May 2 4 May 252 | |
| 10, a) Personnel security screening level required / N | | |
| RELIABILITY STATUS COTE DE FIABILITÉ | CONFIDENTIEL SECRET | TOP SECRET TRÈS SECRET |
| TOP SECRET - SIGNT TRES SECRET - SIGNT | | COSMIC TOP SECRET COSMIC TRÈS SECRET |
| SITE ACCESS ACCES AUX EMPLACEMENTS | | |
| Special comments: Commentaires spécieux : | | |
| | t-II se voir confier des perties du travail? - | 6 dolt être fourd. No Yes Non Oul Non Oul |
| APPORMATION / ASSETS / RENAPIGMENTAL | TO SERVICE AND THE RESIDENCE OF THE SERVICE AND THE SERVICE AN | |
| premises? | re PROTECTEO and/or CLASSIFIED information or assets on its site or treposer sur place dea renaeignements ou des blens PROTÈGÉS el/ou | No ✓ Yes Non ✓ Oui |
| 11. b) Will the supplier be required to safeguard CON Le fournisseur sers-t-it isou de protéger des re | | Non Yes |
| PRODUCTION | | |
| occur at the supplier's site or premises? | ndfor modification) of PROTECTED and/or CLASSIFIED material or equipme a production (labrication at/ou reparation at/ou modification) de material PRO | Non L Out |
| INFORMATION TECHNOLOGY (IT) MEDIA / SUI | PPORT RELATERA LA TECHNOLOGIE DE L'ENFORMATION (11) | |
| information or data? | to electronically process, produce or store PROTECTED and/or CLASS#FIE systèmes informatiques pour traiter, produire ou stocker électroniquement de fou CLASS#FIES? | Non LQui |
| 11, e) Will there be an electronic link between the suppl Disposem-t-on d'un flen électronique entre le sye gouvernementalie? | ier's IT systems and the government department or agency? Abme informatique du fournisseur et calui du ministère ou de l'agence | No No Oui |
| | Security Classification / Classification de sécurité | |
| TBS/SCT 350-103(2004/12) | Unglassified | Canada |
| | | |



Contract Number / Numbro du contrat

1000:69632 Security Classification / Classification de sécurité

| | | | | _ | | | | | | | | | | | | | |
|--|---|----|--------------|-----------|----------------------------------|----------------------|----------------|--------------------------------|--|----------------|----------------------------------|-----------------|----------------|----------------|--------------------------------|---------------------|----------------|
| For users completing the form meansally use the summery chart below to indicate the outegory(les) and level(s) of sateguarding required at the supplier's state) or premises. Les útilisateurs qui remplissent le formulaire menuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis sux installations du fournisseur. | | | | | | | | | | | | | | | | | |
| Day | r usura comple na le cas des l na le Lableau ri | | ateu | rs qu | online (via th si remplissent | le formuta | irs en lig | ne (par Inten | s automaticali net), les répor TABLEAU R | 885 BUR | questions | r neag préca | ons iden | es to tes s | previous que lont automatiq | stions. µement s | nisies |
| | Category Categorie | PH | oreo LOTE | rep GÉ | Ç | ASSIFIED LABSIFIÉ | | | NATO | | | | | | COMSEC | | |
| | | A | В | c | CONSIDERTIAL | BECKET | Secret | NATO RESTRICTED | NATO CONFIDENTIAL | NATO Secret | TOP . | | OTECT ROTTE | | CONFIDENTIAL | Secret | TOP Secret |
| | | | | | Confidential. | | Très Géorgy | NATO DIFFUSION RESTABING | MATO COMPREHEEL | | SECRET COUNC THE SECRET | A | 8 | С | CONFIDENTIAL | | TREE SECOND |
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| Produ | | | | | | | | | | | | | | | | | |
| T No. | dTI | | | | | | | | | | | | | | | | |
| | edronique | | | | | | | | | | | | | | | | |
| 2. a) is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED? La description du travail visé par le présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE? If Yee, classify this form by annotating the top and bottom in the area entitled "Security Classification". Dans l'attimative, classifier le présent formulaire en indiquent le niveau de sécurité dans le case intitulie « Classification de sécurité » au haut et au bes du formulaire. | | | | | | | | | | | | | | | | | |
| Dame l'effermative, classifier le présent formulaire en indiquent le niveau de sécurité dans le case intitulée « Gleesffication de sécurité » au haut et au bas du formulaire. 2. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED? La documentation associée à la présente LVERS sera-t-elle PROTEGÉE et/ou CLASSIFIÉE? If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachmente (a.g. SECRET with Attachmente). Dans l'affirmative, classifier le présent formulaire en Indiquent le niveau de sécurité dans la case intituée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces | | | | | | | | | | | | | | | | | |

ANNEX "D"

GREENING GOVERNMENT OPERATIONS

Canada is committed to greening its supply chain. In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to acquire products and services that have a lower impact on the environment than those traditionally acquired. Environmentally preferable goods and services are those that have a lesser or reduced impact on the environment over the life cycle of the good or service, when compared with competing goods or services serving the same purpose. Environmental performance considerations include, among other things: the reduction of greenhouse gas emissions and air contaminants; improved energy and water efficiency; reduced waste and support reuse and recycling; the use of renewable resources; reduced hazardous waste; and reduced toxic and hazardous substances.

Furthermore, in June 2008 the <u>Federal Sustainable Development Act</u> was passed to provide the legal framework for developing and implementing a Federal Sustainable Development Strategy that will make environmental decision making more transparent and accountable to Parliament. A Federal Sustainable Development Strategy is developed every three years that includes shrinking the environmental footprint of government operations. Green procurement is a key enabler of these objectives.

In accordance with the <u>Policy on Green Procurement</u> and Federal Sustainable Development Strategy, for this requirement:

General

- a) The Offeror is encouraged to offer or suggest green solutions whenever possible.
- b) The Offeror should consider the complete lifecycle of products and services provided to favor strategies, processes, and materials that assure sustainable development.
- c) The Offeror should use green meetings practices when conducting workshops and meetings. Guides to green meeting practices are available through Environment Canada and the United Nations Environment Program.

Travel

- The Offeror is encouraged to work off-site to reduce commuting requirements where security requirements allow.
- b) The Offeror is encouraged to use video and/or teleconferencing where possible to cut down unnecessary travel.
- c) Where transportation is required, the Offeror is encouraged to use environmentally preferred modes of transportation, where feasible.
- d) The Offeror is encouraged to use accommodations with environmental ratings:

 Contractors of the Government of Canada may access the PWGSC Accommodation

 Directory to search for accommodations with Green Key and/or Green Leaf ratings that will honor the pricing for Offerors.

Paper Consumption

 The Offeror is requested to provide all correspondence including (but not limited to) their offer, documents, reports and invoices in electronic format unless otherwise specified by

- the Standing Offer Authority or Project Authority, thereby reducing printed material.

 Should printed material be required, double sided printing in black and white format is the default unless otherwise specified by the Standing Offer Authority or Project Authority.
- b) Printed material is requested on paper that is EcoLogo certified or equivalent, certified as using fibre originating from a sustainably managed forest and/or minimum recycled content of 30%. Paper is also to be processed chlorine free, whenever possible.
- c) The Offeror should recycle (shred) unneeded copies of non-classified/secure documents (taking into consideration the Security Requirements).

Goods Used in Service Delivery

- a) It is desirable that the Offeror, in the provisioning of services, procure equipment, such as computer equipment, peripherals and telephony equipment that meet the most current environmental specifications used by the Government of Canada when procuring similar equipment, without reducing the service quality and effectiveness, whether this equipment is owned by the Offeror or procured by the Offeror for Government of Canada customers. Government of Canada environmental specifications can be found in the Green Procurement Plans available online or by contacting

 AchatsEcologiques.GreenProcurement@tpsqc-pwqsc.qc.ca.
- b) It is desirable that the Offeror, in the provisioning of services, procure equipment and implement solutions that minimize the overall energy use without reducing the service quality and effectiveness, whether this equipment is owned by the Offeror or procured by the Offeror for Government of Canada customers.
- c) The Offeror is required to use provincial e-waste recycling programs for the disposal of electronic assets owned by the Offeror and used to deliver the Service to Canada. In provinces where provincial programs do not exist or where equipment does not qualify for disposal by the provincial program, electronic assets should be disposed of via recyclers that have been approved under any other province's e-waste recycling program.

ANNEX "E"

INDEPENDENT BID DETERMINATION CERTIFICATION (MUST BE SUBMITTED WITH THE PROPOSAL)

| Corporate Name of Recipier | nt of this Submission |
|-----------------------------------|--|
| for: | |
| Name and Number of B | |
| in response to the call or reques | st (hereinafter "call") for bids made by: |
| Name of Tendering Authorit | у |
| do hereby make the following sta | atements that I certify to be true and complete in every respect |
| certify, on behalf of: | |
| | Name of Bidder or Tenderer (hereinafter "Bidder") |

that:

- 1. I have read and I understand the contents of this Certificate;
- 2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
- 3. I am authorized by the Bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the Bidder;
- 4. each person whose signature appears on the accompanying bid has been authorized by the Bidder to determine the terms of, and to sign, the bid, on behalf of the Bidder;
- 5. for the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the Bidder, whether or not affiliated with the Bidder, who:
 - a) has been requested to submit a bid in response to this call for bids;
 - b) could potentially submit a bid in response to this call for bids based on their qualifications, abilities or experience:
- 6. the Bidder discloses that (check one of the following, as applicable):
 - a) the Bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with, any competitor;
 - the Bidder has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this call for bids, and the Bidder discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;

- 7. in particular, without limiting the generality of paragraphs (6)(a) or (6)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a) prices;
 - b) methods, factors or formulas used to calculate prices;
 - c) the intention or decision to submit, or not to submit, a bid; or
 - d) the submission of a bid which does not meet the specifications of the call for bids; except specifically disclosed pursuant to paragraph (6)(b) above;
- 8. in addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the products or services to which this call for bids relates, except as specifically authorized by the Tendering Authority or as specifically disclosed pursuant to paragraph (6)(b) above;
- 9. the terms of the accompanying bid have not been, and will not be, knowingly disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening, or of the awarding of the contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to (6)(b) above.

| Printed Name and Signature | f Authorized Agent of Bidder | |
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| Position Title | | _ |