REQUEST FOR STANDING OFFER

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Bid Receiving:

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

REQUEST FOR STANDING OFFERS

Proposal to DIAND:

We hereby offer to sell to Her Majesty the Queen in right of Canada, as represented by the Minister of Indigenous and Northern Affairs Canada, 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.

Vendor/Firm	 	
Name		
Address	 	
Telephone Number		
GST/HST Number		
QST Number		

Title Professional Media Spokesperson Training Services				
Solicitation Number 1000192768				
Date (YYYYMMDD) 2017-10-24				
Solicitation Closes	Time Zone			
At 14:00	Eastern Daylight Time (EDT)			
On (YYYYMMDD) 2017-12-04	- Eastern Dayngut Time (ED1)			
Standing Offer Authority	·			
Name Alma Moyeda				
Telephone Number (819) 953-6153				
Facsimile Number				
Email Address				
alma.moyeda@canada.ca				
Destination(s) of Services Canada				
Security THIS REQUEST INCLUDES SECURIT	Y PROVISIONS			
Instructions:				
See Herein				
Delivery Required:				
See Herein				
Person Authorized to sign on behalf	Person Authorized to sign on behalf of Vendor			
Name				
Title				

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TITLE: Professional Media Spokesperson Training Services for the Department of Indian Affairs and Northern Development Canada (DIAND).

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 DIAND requires the services of professional media spokesperson training firms or individuals to carry out individual and/or group media spokesperson training sessions in English and/or French for senior officials and Subject Matter Experts (SMEs) on an as-and-when requested basis and typically within tight timelines.
- 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), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA).
- 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 subject to the following Comprehensive Land Claims Agreements (CLCAs).
 - James Bay and Northern Quebec Agreement (JBNQA)

Inuvialuit Final Agreement 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**

1.3 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 Industrial Security Program (ISP) 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

2.1 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://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

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

The <u>2006</u> (2017-04-27) 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:

- a) 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.

g) 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 subcontractor 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.
- 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;
 - the Procurement Business Number of each member of the joint venture;
 - c. 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 and 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: 1000192768

- Standing Offer Authority: Alma Moyeda

- Closing Date: December 4, 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;
- b. an individual who has incorporated:
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

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

"pension" means 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</u> <u>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</u>

<u>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) business 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 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: Te

Technical Offer (four (4) hard copies) and one (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
- 2) 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.

3.1.2 Exchange Rate Fluctuation

SACC Manual clause C3011T (2013-11-06), Exchange Rate Fluctuation

Section III: Certifications

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- 4.1.1 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.
- 4.1.2 Bidders must include only the reference material requested by DIAND for evaluation. Any material beyond the scope of the content requested will not be considered.
- 4.1.3 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.
- 4.1.4 Bidders are advised that responses only listing experience without providing supporting content to describe responsibilities, duties and relevance to DIAND speech writing requirements, or reusing the same wording as the RFSO, will not be considered "demonstrated" for the purposes of this evaluation.
- 4.1.5 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.
- 4.1.6 Bidders must clearly identify the section(s) or page(s) in their proposals that provide the evidence and supporting documentation for the DIAND Evaluation Team to effectively evaluate the bid.
- 4.1.7 Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- 4.1.8 An evaluation team composed of representatives of Canada will evaluate the offers.

4.1.9 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".

4.2 Technical Evaluation

4.2.1 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 the proposal being deemed non-compliant, with the proposal being given no further consideration.

ltem	Mandatory Criteria	Cross reference to Proposal	Met Y/N
M1	Professional Experience and Equipment The Bidder must propose up to two (2) trainers.		
	The Bidder must provide documentary evidence in the form of a detailed corporate or individual curriculum vitae (including each media trainer in the case of firms) that indicates a minimum of five (5) years of experience delivering media spokesperson training services as described in the Statement of Work in English and/or French in both individual and group (more than three (3) persons) settings for senior officials (minimum Director-level) for a municipal, provincial or federal government department or for medium- to large-sized organizations (defined as 100 or more employees).		
	The years of experience are calculated on the closing date of this RFSO.		164
	Each curriculum vitae must include the following:		
	 a) Chronological professional background and academic credentials and relevant areas of expertise b) A list of media training completed for municipal, provincial or federal government departments or for medium- to large-sized organizations (defined as 100 or more employees). c) English and/or French language capabilities of proposed media trainer(s) (reading, writing and oral) d) A list of video and audio equipment that will be used for the training sessions 		
M2	Project Summaries Showing Media Spokesperson Training Experience		
	The Bidder MUST provide two (2) project summaries: — One (1) English and one (1) French, or Two (2) English or Two (2) French, one (1) group setting of more than three (3) persons and one (1) private, one-on-one, completed within the last two (2) years as of the closing date of this RFSO, that demonstrate media spokesperson training services to senior		

	officials (minimum Director-level) in a municipal, provincial or federal government department or for medium- to large-sized organizations (defined as 100 or more employees).
	The project summaries will be evaluated under R2 Project Summaries Showing Media Spokesperson Training Services, and will serve as the references for R3 References.
	Each project summary must not exceed one (1) page (paper size 8 ½ x 11, Font: Arial 10), (excluding agenda, training manuals and other supporting documentation which may be submitted in electronic format on a disc or memory stick)
	Each project summary must include: the Client department, generic title/level of participant(s) (e.g., Director, Assistant Deputy Minister, etc.) date, duration of training and the name, phone number and email of the Department Representative and must include the following:
	 a) Agenda b) Type of training session (Private or Group) c) Approach to conducting training sessions d) Content in the form of a Training Manual specific to Department, including PowerPoint presentations e) Tips and techniques (as part of the Training Manual) for understanding media trends and dealing with media, including the importance of meeting deadlines, definitions of key terms, etc. f) Exercises and scenarios for each participant (as part of the Training Manual) g) Type of video and audio equipment for conducting the mock interviews
M3	The Bidder must provide with their offer the completed and signed Annex "E" Independent Bid Determination

4.2.2 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% of the total technical point rating will be deemed non-compliant and given no further consideration.

Item	Point-Rated Criteria	Max. Points	Points Awarded	Cross reference to Proposal
R1	Professional Experience and Equipment	30		
	The Bidder will be evaluated on the following criteria provided in M1 Professional Experience and Equipment.			
	The Bidder will be evaluated on the following criteria, with a maximum of 10 points for each item.			
	a) Chronological professional background and academic credentials and relevant areas of expertise			
	b) A list of media training completed for municipal, provincial or federal government departments or for medium- to large-sized organizations (defined as 100 or more employees).			
	c) A list of video and audio equipment that will be used for the training sessions			
	Excellent: The Bidder provided a clear and thorough overview addressing the above criteria. (10 points)			
	Good: The Bidder provided a good overview addressing the above criteria but missed one (1) or more crucial requirements. (5 points)			
•	Unsatisfactory: The Bidder provided an unsatisfactory overview of the above criteria and missed five (5) or more crucial requirements. (0 points)			
R2	Project Summaries Showing Media Spokesperson Training Experience	40		£ _
	Evaluation of the two (2) project summaries submitted under M2: Project Summaries Showing Media Spokesperson Training Experience.	30		
	For each project summary, a maximum of five (5 points will be allotted for each of the following categories:			

Agenda and approach to conducting training sessions				
	1			
b) Content in the form of a Training Manual specific to				
Department, including PowerPoint presentations				
·				
			1	
part of the Training Manual)				
Evaluation Criteria (20points per project summary to a maximum 40 points)		i		
Excellent: Provided a clearly written project summary that				
The state of the s				
PowerPoint presentations are in keeping with DIAND's				
expectations and requirements. (5 points)				
Good: Provided a satisfactory written project summary and				
(3 points)				
that is not in keeping with DIAND's media spokesperson				
training expectations and requirements. (0 points)				
References	20		_	
The Bidder must provide two (2) references.				
The references must correspond with the project				
· · ·				
The References will be asked about the Bidder's ability to	ļ			
•				
flexibility with scheduling and timelines and the quality of				
their work.				
Bidders must provide:				
	Evaluation Criteria (20points per project summary to a maximum 40 points) Excellent: Provided a clearly written project summary that exhibited a thorough and well thought out approach to providing media spokesperson training services. The agenda was clear and the training manuals and PowerPoint presentations are in keeping with DIAND's expectations and requirements. (5 points) Good: Provided a satisfactory written project summary and approach to media spokesperson training services with some areas for improvement regarding the training approach, course materials and PowerPoint presentations.	Manual) for understanding media trends and dealing with media, including the importance of meeting deadlines, definitions of key terms, etc. d) Exercises and scenarios for each participant (as part of the Training Manual) Evaluation Criteria (20points per project summary to a maximum 40 points) Excellent: Provided a clearly written project summary that exhibited a thorough and well thought out approach to providing media spokesperson training services. The agenda was clear and the training manuals and PowerPoint presentations are in keeping with DIAND's expectations and requirements. (5 points) Good: Provided a satisfactory written project summary and approach to media spokesperson training services with some areas for improvement regarding the training approach, course materials and PowerPoint presentations. (3 points) Unsatisfactory: Provided an unsatisfactory project summary that is not in keeping with DIAND's media spokesperson training expectations and requirements. (0 points) References The References must correspond with the project summaries submitted under M2 Project Summaries Showing Media Spokesperson Training Experience and R1 Samples Showing Media Spokesperson Training Experience and R1 Samples Showing Media Spokesperson Training Services, their flexibility with scheduling and timelines and the quality of	Manual) for understanding media trends and dealling with media, including the importance of meeting deadlines, definitions of key terms, etc. d) Exercises and scenarios for each participant (as part of the Training Manual) Evaluation Criteria (20points per project summary to a maximum 40 points) Excellent: Provided a clearly written project summary that exhibited a thorough and well thought out approach to providing media spokesperson training services. The agenda was clear and the training manuals and PowerPoint presentations are in keeping with DIAND's expectations and requirements. (5 points) Good: Provided a satisfactory written project summary and approach to media spokesperson training services with some areas for improvement regarding the training approach, course materials and PowerPoint presentations. (3 points) Unsatisfactory: Provided an unsatisfactory project summary that is not in keeping with DIAND's media spokesperson training expectations and requirements. (0 points) References 20 The Bidder must provide two (2) references. The references must correspond with the project summaries submitted under M2 Project Summaries Showing Media Spokesperson Training Experience and R1 Samples Showing Media Spokesperson Training Services, their flexibility with scheduling and timelines and the quality of	Manual) for understanding media trends and dealing with media, including the importance of meeting deadlines, definitions of key terms, etc. d) Exercises and scenarios for each participant (as part of the Training Manual) Evaluation Criteria (20points per project summary to a maximum 40 points) Excellent: Provided a clearly written project summary that exhibited a thorough and well thought out approach to providing media spokesperson training services. The agenda was clear and the training manuals and PowerPoint presentations are in keeping with DIAND's expectations and requirements. (5 points) Good: Provided a satisfactory written project summary and approach to media spokesperson training services with some areas for improvement regarding the training approach, course materials and PowerPoint presentations. (3 points) Unsatisfactory: Provided an unsatisfactory project summary that is not in keeping with DIAND's media spokesperson training expectations and requirements. (0 points) References 20 The Bidder must provide two (2) references. The references must correspond with the project summaries submitted under M2 Project Summaries Showing Media Spokesperson Training Experience and R1 Samples Showing Media Spokesperson Training Services, their flexibility with scheduling and timelines and the quality of

1	·	
Client name and relevant contact information		
Name and date of project	•	V.
Evaluation Criteria (10 points per reference, maximum 20		
points)		
The trainer's performance	İ	
Excellent: The Bidder demonstrated excellent capacity to		
deliver high-quality media spokesperson training in		
accordance with client needs and timelines. (10 points)	Ì	
Good: The Bidder demonstrated a satisfactory capacity to		
deliver media spokesperson training in accordance with		
client needs and timelines – the Reference has some		
reservations about the Bidder's services. (5 points)		
	20	2
Unsatisfactory: The Bidder did not demonstrate the		
capacity to deliver media spokesperson training services in		, X
accordance with client needs and timelines or reference		
could not be contacted). (0 points)		
References would need to respond to our inquiry by email,		
within 48 hours. Contact information should be verified by		
the bidder for accuracy prior to submission.		
MAXIMUM AVAILABLE POINTS	90	
Minimum Points Required 75 %	67	
		

4.2.3 Financial Evaluation

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

- 4.2.3.1 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.
- 4.2.3.2 All of the information required in this section **MUST** appear in the Offeror's Financial Offer **MUST** be submitted in a sealed envelope, separate from the Offeror's Technical Offer. The Offeror's failure to comply with this condition will result in the Offeror's Offer being declared non-compliant and being given no further consideration.
- 4.2.3.3 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.
- 4.2.3.4 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.

- 4.2.3.5 Using the applicable table provided below, Bidders are requested to provide firm per hourly rate based on a 7.5 hour day.
- 4.2.3.6 For evaluation purposes, the proposed all-inclusive per hourly rates for the initial SOA period including option years will be averaged to derive to an average per hourly rate. Rates proposed for the option years must be equal or greater than rates proposed under the initial SOA period A and B.

Pricing Per Hour Per Media Training Session Table A					
Initial Contract - From Award to TBD	Second Initial Contract Period -TBD B	Option Year 1	Option Year 2	Option Year 3	Averaged all-inclusive hourly rate (F=A+B+C+D+E/5)
					,
	Initial Contract - From Award to TBD	Initial Contract - From Award to TBD Table A Second Initial Contract Period -TBD	Initial Contract Second Initial Option - From Award to TBD Contract Period - TBD	Initial Contract Second Initial Option - From Award Contract Period - TBD Option Year 1 Year 2	Initial Contract - From Award to TBD Table A Option Option Year 1 Year 2 Year 3

Pricing Per Hour Per Media Training Session (Rush Rates for evenings, weekends, holidays) Table B

Task Breakdown	Initial Contract - From Award to TBD A	Second Initial Contract Period -TBD B	Option Year 1	Option Year 2	Option Year 3	Averaged all-inclusive hourly rate (F=A+B+C+D +E/5)
Media spokesperson training session (3 hours) for a maximum of five (5) participants						
Private media spokesperson training session (3 hours) for one (1) participant						
3.Update/Refresher media spokesperson training session (1 hour) for one (1) participant						
4.Media Spokesperson Theory Training in a classroom setting						

Total of averaged all-inclusive hourly rate (F=1+2+3+4+5)

Total of averaged all-inclusive hourly rate (F= Table A + Table B / 2)

4.3 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
 - c. obtain the required minimum passing mark of 75% of the total technical point rating

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

4.3.1 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**.

4.3.2 A weighting has been established by DIAND wherein the Bidder's **Technical Score** as derived from the Point-Rated Criteria will be valued at **70%** of the Bidder's **Total Score**, and the Bidder's **Financial Score** will be valued at **30%** of the total score.

```
Bidder's Technical Score
Total Available Points

Lowest Averaged Rate
Bidder's Averaged Rate

Total Score

Total Score

x 70= Prorated Technical Score

x 30 = Financial Score

= /100
```

4.3.3 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.

PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

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

The certifications provided by Offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default 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 will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

5.1 Certifications Required with the Offer

Offerors must submit the following duly completed certifications as part of their 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 the Issuance of a Standing Offer

The certifications and additional information listed below should be submitted with the offer, but may be submitted afterwards. If any of these required certifications or additional information 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 provide the certifications or the additional information listed below within the time frame provided will render the offer non-responsive.

5.2.1 Integrity Provisions – Required Documentation

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 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) available at the bottom of the page of the Employment and Social Development Canada-Labour's website

(http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969).

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 Additional Certifications Precedent to Issuance of a Standing Offer

5.2.3.1 SACC Manual Clause M3020T (2016-01-28) Status and Availability of Resources

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

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

5.2.3.2 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 AND INSURANCE 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.
- 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.
- 3. 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 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 proposal submission, Bidders MUST complete and submit the following certification:

CERTIFICATION	
are currently not in possession of a va Screening at the minimum level of Se	ctor Name) and all proposed resources that alid Government of Canada Security
Name of Duly Authorized Representative Representative (Print)	Signature of Duly Authorized
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.

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 (SRCL and related clauses provided by ISP) apply and form part of the Standing Offer.

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE # 1000192768

- 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, 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 CISD/PWGSC.
- The Contractor/Offeror MUST NOT remove any CLASSIFIED information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
- Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
- 5. The Contractor/Offeror must comply with the provisions of the:
 - (a) Security Requirements Check List and security guide (if applicable), attached at Annex _C__
 - (b) Industrial Security Manual (Latest Edition).

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 <u>Standard Acquisition Clauses and Conditions 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

2005 (2017-06-21) 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 TBD (2 years from date of contract award).

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 three (3) 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 Standing Offer Authority

The Standing Offer Authority is:

Name: Alma Moyeda Title: Procurement Officer

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

10 Wellington Street, 13th Floor

The Departmental Authority is:

Gatineau, QC K1A 0H4

Telephone:

819-953-6153 819-953-7721

Facsimile:

E-mail address: alma.moyeda@canada.ca

The Standing Offer 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. The Standing Offer Authority may also authorize a representative to act on

his/her behalf as Standing Offer Authority or Contracting Authority.

7.5.2 Departmental Authority (to be identified at SOA award)

· ·	nonty ioi
Name:	
Title:	
Department of Indian	Affairs and Northern Development
Directorate:	
Address:	
Telephone:	
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 Contracting Policy Notice: 2012-2 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 three (3) Standing Offers will be issued.

Under companion solicitation no. 1000192710, Set-Aside for Aboriginal Business pursuant to the Procurement Strategy for Aboriginal Business (PSAB), DIAND, intends to award one (1) competitive Standing Offer.

In the event the required number of award(s) is not attained as a result of set-aside solicitation no. 1000192710, DIAND reserves the right to award up to an additional one (1) Standing Offer pursuant to this process, for a total of up to four (4) Standing Offers.

7.9 Call-up Allocation and Procedures

7.9.1 Call-up Allocation

- 7.9.1.1 For 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.
- 7.9.1.2 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.

7.9.2 Call-up Procedures

- 7.9.2.1 Offerors will be contacted directly as described in 7.9.1.1 or on a right of first refusal basis as described in 7.9.1.2 above.
- 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. 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.
- 7.9.2.5 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 go to the next ranked Offeror.
- 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 Instrument

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

7.11 Limitation of Call-ups - Removed

7.12 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$ 150,000.00 (Applicable Taxes excluded) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or ___4_ months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

7.13 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- a) the Call-up against the Standing Offer, including any Annexes;
- b) the articles of the Standing Offer;
- c) the General Conditions 2005 (2016-04-04), General Conditions Standing Offers Goods or Services

- d) the General Conditions 2010B (2016-04-04) General Conditions Professional Services (Medium Complexity)
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) Annex C, Security Requirements Check List;
- h) Annex D, Greening Government Operations
- i) the Offeror's offer dated _____ (to be identified at SOA award)

7.14 Certifications and Additional Information

7.14.1 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

7.15 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.

7.16 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 call-up 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.
- c) 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.

7.3. 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>: 2012-2 of the Treasury Board Secretariat of Canada.

7.5 Payment

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

7.5.3 Travel and Living Expenses

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

All travel must have the prior authorization of the Project Authority.

All payments are subject to government audit.

Estimated Cost: \$ (To be identified at SOA award) Including taxes.

No travel and living expenses or travel time will be paid for work within or to the National Capital Region (NCR).

7.5.4 Method of Payment

One of the following methods of payment will form part of the resulting Contract:

7.5.4.1 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;
- b. all such documents have been verified by Canada; and
- c. the Work delivered has been accepted by Canada.

7.5.5 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.

7.5.6 T1204 - Direct Request By Department

- 7.5.6.1 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.
- 7.5.6.2 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

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

1 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:
- c. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
- 2. 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 - Removed

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 Media Spokesperson Training Services for the Department of Indian Affairs and Northern Development (DIAND)

SW2 REQUIREMENT

There is a requirement for professional media spokesperson training services in English and/or French on an as-and-when requested basis for DIAND. The Department intends to award three (3) standing offers.

SW3 BACKGROUND

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

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

DIAND 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. DIAND's federal responsibilities are largely determined by numerous statutes, negotiated agreements and relevant legal decisions. Most of DIAND's programs – representing a majority of its spending – are delivered through partnerships with Indigenous communities and federal-provincial or federal-territorial agreements. DIAND also works with urban Indigenous people, Métis and Non-Status Indians (many of whom live in rural areas).

SW4 SCOPE OF WORK

DIAND receives frequent high-level and political media requests on a variety of topics related to Indigenous and Northern Affairs. These requests are typically directed to senior officials and subject matter experts (SMEs) in the National Capital Region or other parts of Canada who act as spokespersons on behalf of the department. Frequently, the media requests focus on sensitive and/or controversial topics. To address this need, DIAND requires the services of professional media spokesperson training firms or individuals to carry out individual and/or group media spokesperson training sessions in English and/or French for senior officials and SMEs on an as-and-when requested basis and typically within tight timelines.

The DIAND Media Relations Officer will coordinate the training sessions.

SW5 DELIVERABLES

The Contractor will prepare DIAND spokespersons with customized media spokesperson training sessions in English and/or French. Each session will be customized to meet DIAND's mandate and needs, and will include general information regarding dealing with the media (print, broadcast, social media) as well as tips, tools and techniques for conveying DIAND's messages in a professional and compelling manner. In addition, the Contractor is expected to conduct on-camera simulations of media interviews for review and discussion that include providing constructive feedback.

The Contractor will provide all technical equipment (video and audio) for the mock interviews as well as the following in either English or French and include the following theoretical and practical elements:

- Agenda
- Content in the form of a Training Manual specific to DIAND, including a PowerPoint
 presentation along with a printed handout for participant reference and note taking
- Overview of the media environment including the differences between print, broadcast and social media tips and techniques (as part of the Training Manual) for understanding media trends and dealing with media, including the importance of meeting deadlines, definitions of key terms such as "sound bites" and "B-roll footage"
- Exercises and scenarios for each participant (as part of the Training Manual)
- Evaluation of participants, including strengths and suggestions for improvement Evaluation forms for participant(s)
- Feedback to Project Authority in the form of a final report due within ten (10) days of completing the training session

Training sessions may be required for the following DIAND spokespersons:

- Senior government officials
- Subject matter experts (all levels)
- Indigenous negotiators and their teams

Training sessions may include:

- Media spokesperson preparation
- Refresher and "dry run" sessions
- Keynote addresses and/or related public speaking
- Theoretical overviews for larger groups in a classroom setting

SW6 TASKS AND TECHNICAL SPECIFICATIONS

The Contractor will provide media spokesperson training sessions as requested by the Project Authority. The services provided by the Contractor must meet the requirements of the DIAND Communications Branch's Corporate Communications Directorate. These requirements include adhering to standards followed by the Department and the Government of Canada. These standards will be provided by the Project Authority through:

- Briefing sessions
- Electronic and print manuals and presentations customized to reflect DIAND mandate, issues and themes
- Materials or information available from DIAND and elsewhere

Contractor tasks for providing media training services will include:

- Performing independent research on best practices and current approaches to media training
- Offering theoretical and practical strategic approaches for addressing critical issues with regard to media requests
- Adhering to instructions provided by DIAND staff to ensure compliance with governmental and Departmental communications policies, standards, practices, procedures and guidelines

SW7 CLIENT SUPPORT

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

- Participant name, title, role and contact information
- Time, date and location of proposed training session
- DIAND background information, including relevant subject matter files

- Review and approval of content and advance distribution of session materials to participants
- Feedback from participants, upon request

SW8 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 DIAND of any issues, problems or areas of concern in relation to any work under the Call-up.

SW9 WORK LOCATION AND TRAVEL

Most media training will be conducted at DIAND's Gatineau, Quebec offices.

Contractors, on an exceptional basis, may be required to travel for specific projects when time frames or client needs make this essential. It is important to note that travel expenses will not be paid under this RFSO unless travel is deemed essential and approved by the DIAND Communications Branch prior to commencement of work.

Travel costs will not be paid for travel within or to the National Capital Region.

SW10 CONSTRAINTS

Due to the nature of the work, the Contractor may be requested to provide media training services on an urgent basis. Call-ups under the SO 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 to prepare for and undertake media training assignments. In addition, and due to the demanding schedules of senior DIAND officials, it may be necessary to postpone or cancel training sessions on short notice.

SW11 LANGUAGE OF WORK

The Contractor must provide client services in English and/or French.

SW12 HOURS OF WORK

The DIAND Communications Branch is sometimes required to provide media training services on an urgent basis and under tight deadlines. This may require work to be produced during evenings, weekends and on statutory holidays. More specifically:

- •<u>Standard work</u> hours include work performed after 8:00 AM and prior to 7:00 PM, Monday through Friday, excluding statutory holidays
- Evening work 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

1.0 CONTRACT PERIOD

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex _"B", to a limitation of expenditure of \$_____ (insert the amount at contract award). Applicable Taxes are extra.

Pricing Per Hour Per Media Training Session Table A										
Task Breakdown	Initial Contract - From Award to TBD	Second Initial Contract Period –TBD	Option Year 1	Option Year 2	Option Year 3					
Media spokesperson training session (3 hours) for a maximum of five (5) participants										
Private media spokesperson training session (3 hours) for one (1) participant										
3.Update/Refresher media spokesperson training session (1 hour) for one (1) participant										
4.Media Spokesperson Theory Training in a classroom setting										

Initial Contract - From Award to TBD	Second Initial Contract Period –TBD	Option Year 1	Option Year 2	Option Year 3
	From Award to	From Award to Period –TBD	From Award to Period –TBD Year 1	From Award to Period –TBD Year 1 Year 2

2.0 COURSE CANCELLATION

classroom setting

The Contractor shall not charge any cancellation fee provided the course is cancelled 24 hours prior to the scheduled starting date and time. However, the Contractor shall charge for actual, proven and non-refundable out of pocket expenses should the Contractor incur expenses for travel and/or accommodation in connection with a scheduled training course. If a course is cancelled when the Contractor arrives at the hour set for scheduled class, the full course fee plus out-of-pocket expenses will be reimbursed.

ANNEX "C" SECURITY REQUIREMENTS CHECK LIST

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Government Gouvernement du Canada

Contract Number / Numéro du contrat 1000182768 Security Classification / Classification de sécurité UNCLASSIFIED

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Government Gouvernement du Canada

Contract Number / Numéro du contrat

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Canada

ANNEX "D" GREENING GOVERNMENT OPERATIONS

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

- 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

- a) 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 <u>PWGSC Accommodation Directory</u> to search for accommodations with Green Key and/or Green Leaf ratings that will honor the pricing for Offerors.

Paper Consumption

a) 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@tpsgc-pwqsc.gc.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 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)

I, the undersigned, in submitting the accompanying bid or tender (hereinafter "bid") to:
Corporate Name of Recipient of this Submission
for:
Name and Number of Bid and Project
in response to the call or request (hereinafter "call") for bids made by:
Name of Tendering Authority
do hereby make the following statements that I certify to be true and complete in every respect:
l certify, on behalf of:
Corporate Name of Bidder or Tenderer (hereinafter "Bidder")
that:

I have read and I understand the contents of this Certificate;

I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;

am authorized by the Bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the Bidder:

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;

- 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;

the Bidder discloses that (check one of the following, as applicable):

- the Bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with, any competitor;
- d) 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;

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:

- e) prices;
- f) methods, factors or formulas used to calculate prices;
- g) the intention or decision to submit, or not to submit, a bid; or
- h) 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;

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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; 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 of Authorized Agent of Bidder

Position Title

Date