# RETURN BIDS TO: RETOURNER LES SOUMISSIONS À :

Public Safety Canada Contracting and Procurement Section

Email

ps.contractunit-unitedecontrats.sp@canada.ca

Attention: Denise Desserud

# Request For Proposal Demande de proposition

Offer to: Public Safety Canada

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

Offre au: Sécurité publique Canada

Nous offrons par la présente de fournier au Canada, représenté par le ministre des Sécurité publique et Protection civile Canada, aux conditions énoncées ou incluses par référence

dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici et sur toute feuille ci-annexée.

Title – Sujet	
Professional speechwriting services	
Solicitation No No de l'invitation	Date
201906295B	2021-04-09
Solicitation Closes – L'invitation prend	Time Zone
fin	Fuseau horaire
At – à 2:00 p.m.	
On – le 2021-05-19	Eastern Daylight Time (EDT)

Delivery Required - Livraison exigée

See Herein

Address Enquiries to: - Adresser toutes questions à:

Denise Desserud

Telephone No. - No de telephone

(343) 572-3587

Destination – of Goods, Services and Construction:

Destination - des biens, services et construction:

Public Safety Canada 269 Laurier Avenue West, Ottawa ON K1A 0P8

Security - Sécurité

This requirement does not contain a security requirement.

### Comments - Commentaires:

Instructions: See Herein Instructions: Voir aux présentes

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

Issuing Office – Bureau de distribution

Public Safety Canada Contracting and Procurement Section 269 Laurier Avenue West Ottawa ON K1A 0P8

Vendor/Firm Name and Address	
Raison sociale et adresse du fournisseur	/de l'entrepreneur
Telephone No. – N° de telephone	
Facsimile No. – N° de télécopieur	
Name and title of person authorized to si	gn on behalf of Vendor/Firm
(type or print)	
Nom et titre de la personne autorisée à si	gner au nom due fournisseur/
de l'entrepreneur (taper ou écrire en cara	ctères d'imprimerie)
<u> </u>	
Signature	Date



# PROPOSAL TO THE DEPARTMENT OF PUBLIC SAFETY CANADA VENDOR INFORMATION AND AUTHORIZATION

Vendor Name and Address	
Legal Status (incorporated, registered, etc)	
GST or HST Registration Number and/or Business Id	entification Number (Revenue Canada)
Name and Title of Person authorized to sign on beha	
Print Name:	_ Title:
Signature:	Date:
Central Point of Contact  The Vendor has designated the following individual as a to the proposed contract, including the provision of all info	
Name and Title:	
Telephone:	_Fax:
Email:	

Each proposal must include a copy of this page properly completed and signed.



### **PART 1 – GENERAL INFORMATION**

This requirement (solicitation #201906295) was previously published on Buy and Sell website on July 10, 2019 and March 9, 2020.

#### 1.1 Introduction

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

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

### The Annexes include

Annex A: Statement of Work Annex B: Basis of Payment

#### 1.2 Summary

- 1.2.1 PS is seeking to establish up to two (2) contracts with up to two (2) different suppliers for Professional Speechwriting Services as defined in Annex A, Statement of Work. The work will be provided under the Contracts, on an "as and when requested" basis only, for one (1) year and four (4) additional one (1) year option periods (if applicable).
- 1.2.2 The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA), Canada-Chile Free Trade Agreement, Canada-Colombia Free Trade Agreement, Canada-Honduras Free Trade Agreement, Canada-Panama Free Trade Agreement, and Canada-Peru Free Trade Agreement.

#### 1.3 **Debriefings**

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



### 1.4. **DEFINITIONS**

A "**Request for Proposals**" (RFP) is the solicitation document used to seek proposals or bids from suppliers. The term "**Bidder**" refers to the potential Supplier submitting a proposal or bid. The Bidder submitting a proposal may, however consist of several firms putting one proposal together as a joint venture. In the case of a joint venture, the combined experience of the firms forming the joint venture will be considered for the purposes of determining the Bidder's compliance with the Mandatory Requirements.

Wherever the words "proposal" or "bid" appear in this document, each shall be taken to mean the same as the other.

The Mandatory Requirements of this RFP are identified specifically with the words "MANDATORY", "MUST", "ESSENTIAL", "SHALL", "WILL", "IT IS REQUIRED", and "REQUIRED". If a Mandatory Requirement is not complied with, the proposal will be considered **non-responsive** and will not receive any further consideration. In the context of this RFP, Non-Responsive and Non-Compliant and Non-Valid shall each be taken to mean the same as the other.



### **PART 2 – BIDDER INSTRUCTIONS**

### 2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the <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.

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

The 2003 (2020-05-28), Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: 60 days

Insert: 120 calendar days.

### 2.2 SUBMISSION OF BIDS

Bidders must submit their proposal electronically by email. However, all financial information and certifications must be presented in a separate attachment from the Technical Response information.

The only acceptable email for proposal submission is: ps.contractunit-unitedecontrats.sp@canada.ca

Bids not received at the aforementioned email address by the closing date and time specified below will not be accepted.

The electronic transmission must be received on or before 2:00 PM EDT, May 19, 2021.

For all email transmissions, Canada will not be responsible for any failure or delay attributable to the transmission or receipt of the email including but not limited to:

- receipt of incomplete bid
- file size
- delay in transmission or receipt of the bid
- failure of the Bidder to properly identify the bid
- illegibility of the bid; or
- Security of the bid data.

Please note that .zip files will be rejected by Government of Canada servers.

### 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 FPSs, bidders must provide the information required in Part 5, Certifications before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder 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 bid non-responsive.



### 2.4 ENQUIRIES - BID SOLICITATION

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

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

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

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

### 2.5 APPLICABLE LAWS

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

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

### 2.6 <u>IMPROVEMENT OF REQUIREMENT DURING SOLICITATION PERIOD</u>

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

# 2.7 OFFICE OF THE PROCUREMENT OMBUDSMAN

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



# 2.8 BASIS FOR CANADA'S OWNERSHIP OF INTELLECTUAL PROPERTY

Public Safety Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds:

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



### **PART 3 – BID PREPARATION INSTRUCTIONS**

### 3.1 Bid Preparation Instructions

Canada requests that bidders provide their bid in separate attachments as follows:

Section I: Technical Bid, one copy

Section II: Financial Bid, one copy

Section III: Certifications, one copy

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

Due to the nature of the bid solicitation, bids transmitted by epost Connect service and by facsimile will not be accepted.

### **SECTION I: TECHNICAL BID**

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

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

Part 4, Evaluation Procedures, contains additional instructions that bidders should consider when preparing their technical bid.

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

### **SECTION II: FINANCIAL BID**

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

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

### **SECTION III: CERTIFICATIONS**

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



### PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical evaluation criteria.

An evaluation team composed of representatives of Canada will evaluate the bids.

### 4.1.1 Technical Evaluation

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

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

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

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



### 4.2 Mandatory Technical Criteria

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

Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

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

Item	Evaluation Criteria	Bidder's Response
M1	The Bidder must demonstrate that it has at least three (3) years' experience within the last ten (10) years delivering speechwriting services for senior government officials (such as Ministers, MPs, Deputy Minsters, Associate Deputy Ministers or equivalents), or senior executives (such as CEOs, COOs, CFOs, Presidents, Executive Directors or equivalents).	
M2	The Bidder must confirm that it will respond to speechwriting requests within the timeframes as defined in section 8 of the SOW.  In addition, the Bidder must provide the name and contact information (including email address and telephone number) for its representative who will respond to all requests for speechwriting services.	
М3	The Bidder must confirm that it will provide the services as outlined in the Statement of Work in one or both official languages (English and/or French).	

Failure of the bidder to meet all mandatory evaluation criteria shall result in a determination of non-compliance and will not be evaluated further.



### 4.3 POINT RATED TECHNICAL CRITERIA

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

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

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

Number	Criteria	Scoring	Maximum Score	Demonstrated Compliance
R1	The Bidder should demonstrate that it has a Quality Control plan for the work	Points will be allocated as follows:	60 points	
	to be performed under the contract.	A) Work Coordination and Assignment:		
	The Bidder's proposal should provide complete details in demonstrating the	Not mentioned, not relevant or presented without detail: 0 points*		
	quality control procedures that will be used to meet the requirements.	<ul> <li>Near absence of details presented: 4 points<sup>†</sup></li> </ul>		
	The Quality Control plan should include each of the following:	Sufficient details presented: 8 points <sup>‡</sup>		
	<ul> <li>A) Work Coordination and Assignment</li> <li>B) Employee Retention</li> <li>C) On-call and Call-back Procedures</li> <li>B) Herest and Established Procedures</li> </ul>	Convincingly presented details: 10 points§		
	D) Urgent and Extraordinarily Urgent Tasking Procedures	B) Employee Retention:		
	E) Quality Control Procedures F) Quality Assurance of Final Product	Not mentioned, not relevant or presented without detail: 0 points*		
		<ul> <li>Near absence of details presented: 4 points<sup>†</sup></li> </ul>		
		Sufficient details presented: 8 points <sup>‡</sup>		
		Convincingly presented details: 10		



Rated Ted	chnical Criteria			
Number	Criteria	Scoring	Maximum Score	Demonstrated Compliance
		points <sup>§</sup>		
		C) On-call and Call-back Procedures:		
		Not mentioned, not relevant or presented without detail: 0 points*		
		Near absence of details presented:     4 points <sup>†</sup>		
		Sufficient details presented: 8 points <sup>‡</sup>		
		Convincingly presented details: 10 points§		
		D) Urgent and Extraordinarily Urgent Tasking Procedures:		
		Not mentioned, not relevant or presented without detail: 0 points*		
		<ul> <li>Near absence of details presented:</li> <li>4 points<sup>†</sup></li> </ul>		
		Sufficient details presented: 8 points <sup>‡</sup>		
		Convincingly presented details: 10 points§		
		E) Quality Control Procedures:		
		Not mentioned, not relevant or presented without detail: 0 points*		
		<ul> <li>Near absence of details presented:</li> <li>4 points<sup>†</sup></li> </ul>		
		Sufficient details presented: 8		

	chnical Criteria	Cooring	Maxim	Domenation of Compliance
Number	Criteria	Scoring	Maximum Score	Demonstrated Compliance
		points <sup>‡</sup>		
		Convincingly presented details: 10 points§		
		F) Quality Assurance of Final Product:		
		<ul> <li>Not mentioned, not relevant or presented without detail: 0 points*</li> </ul>		
		<ul> <li>Near absence of details presented:</li> <li>4 points<sup>†</sup></li> </ul>		
		Sufficient details presented: 8 points <sup>‡</sup>		
		Convincingly presented details: 10 points§		
		Bidders must achieve at least 30 points for this rated criterion. Failure to achieve at least 30 points will result in the Bidder being found non-compliant.		
		* Not mentioned, not relevant or presented without detail is defined as: no information is provided; or, the information provided is not related to the element of the criterion; or, the		
		information is unrealistically presented; or the information is presented without any explanation.		
		† Near absence of details presented is defined as: incomplete and/or insufficient detail provided; or, there is		

Rated Te	chnical Criteria			
Number	Criteria	Scoring	Maximum Score	Demonstrated Compliance
		a lack of realism concerning the information presented; the information presented is not clear.  ‡Sufficent is defined as: the information presented is relevant to the work; the propsed course of action or tasks is mostly consistent; the information presented is realistic to completing the work; the information presented is somewhat detailed and clear.  § Convincing is defined as: the proposed course of action or tasks is consistent; follows the professional	Score	
		standards of the discipline to which it is related; can logically be seen to be answering the objective of the work; the information presented is detailed and clear.		
R2	The Bidder should demonstrate that it has written the following types of speeches in the last ten (10) years:  • Keynote address • Speech for a debate in the Parliament of Canada (House of Commons or Senate), or a provincial or territorial legislative chamber • Speech for an appearance before a federal, provincial or territorial parliamentary or legislative committee	Up to 60 points will be awarded as follows:  0 speech types = 0 points 1 speech type = 10 points 2 speech types= 20 points 3 speech types speeches = 30 points 4 speech types = 40 points 5 speech types = 50 points 6 speech types = 60 points	60 points	



Rated Tec	hnical Criteria			
Number	Criteria	Scoring	Maximum Score	Demonstrated Compliance
	<ul> <li>Speech to announce a new public or private-sector policy or initiative, or to announce funding to a recipient organization</li> <li>Welcoming or opening remarks for a conference, meeting or summit</li> <li>Speech to mark an anniversary or recognize a commemorative occasion</li> </ul>			
		Maximum points:	120 points	
	Over	all Minimum Points Required to Pass:	60 points	

### 4.4 Basis of Selection - Highest Combined Rating of Technical Merit 70% and Price 30%

- 4.4.1 To be declared responsive, a bid must:
  - (a) comply with all the requirements of the bid solicitation;
  - (b) meet all the mandatory evaluation criteria;
  - (c) obtain the required overall minimum number of points specified in Part 4 for the point rated technical criteria; and,
  - (d) obtain the required minimum number of points for R1 as specified in Part 4 of the point rated technical criteria.
- 4.4.2 Bids not meeting (a) or (b) or (c) or (d) will be declared non-responsive. Neither the responsive bid obtaining the highest number of points nor the one with the lowest evaluated price will necessarily be accepted.
- 4.4.3 The lowest evaluated price (LP) of all responsive bids will be identified and a pricing score (PS), determined as follows, will be allocated to each responsive bid (i): **PSi = LP / Pi x 30.** Pi is the evaluated price (P) of each responsive bid (i).
- 4.4.4 A technical merit score (TMS), determined as follows, will be allocated to each responsive bid (i): TMSi = OSi x 70. OSi is the overall score (OS) obtained by each responsive bid (i) for all the point rated technical criteria specified in Part 4 Attachment 2, determined as follows: total number of points obtained / maximum number of points available.
- 4.4.5 The combined rating (CR) of technical merit and price of each responsive bid (i) will be determined as follows: **CRi = PSi + TMSi**
- 4.4.6 The responsive bids will be ranked in ascending order of combined rating of technical merit and price; the responsive bid with the highest combined rating being ranked first. Of the highest ranked responsive bids in ascending order of combined rating of technical merit and price up to two (2) will be recommended for contract award. In the event two or more responsive bids have the same highest combined rating of technical merit and price, the responsive bid that obtained the highest overall score for all the point rated technical criteria detailed in Attachment 1 to Part 4 will be recommended for award of a contract.

4.4.7 The table below illustrates an example where the selection of the contractor is determined by a 70/30 ratio of the technical merit and price, respectively.

Basis of Selection -	Highest Combined Rating	g of Technical Merit (70%) and P	rice (30%)
Bidder	Bidder 1	Bidder 2	Bidder 3
Overall Technical Score	90	85	79
Bid Evaluated	C\$60,000	C\$53,000	C\$51,000
Price			
Calculations	Technical Merit Points	Price Points	Total Score
Calculations Bidder 1	90 / 100 x 70 = 63.00	Price Points  51,000* / 60,000 x 30 = 24.99	Total Score 87.99

<sup>\*</sup> represents the lowest evaluated price

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



### **PART 5 – CERTIFICATIONS**

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications listed below should be completed and provided with the bid, but may be provided later. If any of these certifications are not completed and provided as requested, the Contracting Authority will inform the Bidder of the period within which the information must be provided. Failure to comply with the request of the contracting authority and to provide the certifications within the time limit, the tender will be declared non-responsive.

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

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

## 5.1 CERTIFICATIONS REQUIRED WITH THE BID

Bidders must submit the following duly completed certifications as part of their bid.

### 5.1.1 Acceptance of Terms and Conditions

I, the undersigned, as the Bidder and/or an authorized representative of the Bidder, hereby certify that by signing the proposal submitted in response to RFP 201906295B that I agree to be bound by the instructions, clauses and conditions in their entirety as they appear in this RFP. No modifications or other terms and conditions included in our Proposal will be applicable to the resulting contract notwithstanding the fact that our proposal may become part of the resulting contract

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

### 5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD

The certification listed below should be duly completed and submitted by the Bidder as part of its bid. Should this not be part of the Bidder's proposal, the Contracting Authority reserves the right to request the certification prior to evaluations. Failure to provide the certification within the prescribed timeframe may result in disqualification.



### 5.2.1 Integrity Provisions – Declaration of Convicted Offences

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

### 5.3 Certification of Availability and Status of Personnel

### 5.3.1 Availability of Personnel:

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

If the Bidder has proposed any person in fulfillment of this requirement who is not an employee of the Bidder, the Bidder must submit one copy of the following certification for each non-employee proposed. (Name and Title) (Signature) (Date) 5.3.2 This section is to be completed only if bidder is proposing any person in fulfillment of this requirement who is not an employee of the bidder. One copy of this certification must be submitted for each non-employee proposed. **Availability and Status of Personnel** (name of proposed candidate), certify that I consent to my résumé being submitted on behalf of (name of firm) in response to the (RFP number)." Request for Proposal Signature of Proposed Personnel Date 5.4 **Education and Experience** "The bidder hereby certifies that all the information provided in the résumés and supporting material submitted with the bid, particularly as this information pertains to education, achievements, experience and work history, has been verified by the bidder to be true and accurate. Furthermore, the bidder warrants that the individuals proposed by the bidder for the requirement are capable of satisfactorily performing the work described herein." (Name and Title) (Signature) (Date)



#### 5.5 **Former Public Servant**

### **Former Public Servant Certification**

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

### **Definitions**

For the purposes of this clause,

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

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

"Lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the Public Service.

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

### Former Public Servant in Receipt of a Pension

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

YES ( ) NO()

If so, the Bidder must provide the following information:

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

### Work Force Reduction Program

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

YES() NO()

If so, the Bidder must provide the following information:



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

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

STATEMENT:
I, the undersigned, as a director of the Bidder, hereby certify that the information provided on this form and in the attached proposal are accurate to the best of my knowledge.
Name (block letters):
Title:
Signature:
Telephone number: ( )
Fax number: ( )
Date:
The above-named individual will serve as intermediary with Public Service Canada
5.6 Basis for Canada's Ownership of Intellectual Property
Public Safety Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds: To generate knowledge and information for public dissemination
The Bidder concurs with the foregoing.
Name of Bidder
Name of duly authorized representative of Bidder

Date



Signature of duly authorized representative of Bidder

# PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

# 6.1 Security Requirement

- 6.1.1 The Contractor shall treat as confidential, during as well as after the performance of the services contracted for, any information of the affairs of Canada of a confidential nature to which its servants or agents become privy; and
- 6.1.2 Contract personnel requiring casual access to the installation site do not require a security clearance but may be required to be escorted at all times.



### PART 7 - RESULTING CONTRACT CLAUSES

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

### 7.1 REQUIREMENT

See Annex A, Statement of Work

### 7.2 STANDARD CLAUSES AND CONDITIONS

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (https://buyandsell.gc.ca/policy-and-guidelines /standardacquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada. Any reference to Public Works and Government Services Canada or its Minister appearing in these conditions should be interpreted as a reference to Public Safety Canada or its Minister.

#### 7.2.1 **General Conditions**

2035 (2020-05-28), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

#### 7.2.2 **Supplemental General Conditions**

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

#### 7.2.3 **Inspection and Acceptance**

All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Project Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Project Authority, as submitted, the Project Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

#### 7.2.4 Gender-based Analysis Plus (GBA +)

In 1995, the Government of Canada committed to using GBA+ to advance gender equality in Canada, as part of the ratification of the United Nations' Beijing Platform for Action.

Gender equality is enshrined in the Charter of Rights and Freedoms, which is part of the Constitution of Canada. Gender equality means that diverse groups of women, men and gender-diverse people are able to participate fully in all spheres of Canadian life, contributing to an inclusive and democratic society. The Government recently renewed its commitment to GBA+ and is working to strengthen its implementation across all federal departments.

Public Safety Canada encourages Contractors to promote and implement GBA programing within their organization amongst their employees, agents, representatives or any of its subcontractor to support the Government of Canada in the achievement of gender equality which depends on closing key gaps between diverse groups of women, men and gender-diverse people.

#### **Dispute Resolution** 7.2.5

The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to or arising from the Contract, through negotiations between the Parties' representatives



authorized to settle. If the Parties do not reach a settlement within 10 working days, each party hereby consents to fully participate in and bear the cost of mediation led by the Procurement Ombudsman pursuant to Subsection 22.1(3) (d) of the Department of Public Work and Government Services Act and Section 23 of the Procurement Ombudsman Regulations.

The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169, by e-mail at boa.opo@boa-opo.gc.ca, or by web at www.opo-boa.gc.ca.

### 7.2.6 Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1 (1) of the Department of Public Works and Government Services Act will review a complaint filed by the complainant respecting the administration of the Contract if the requirements of Subsection 22.2(1) of the Department of Public Works and Government Services Act and Sections 15 and 16 of the Procurement Ombudsman Regulations have been met.

To file a complaint, the Office of the Procurement Ombudsman may be contacted by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca.

### 7.3 SECURITY REQUIREMENT

- 7.3.1 The Contractor shall treat as confidential, during as well as after the performance of the services contracted for, any information of the affairs of Canada of a confidential nature to which its servants or agents become privy; and
- 7.3.2 Contract personnel requiring casual access to the installation site do not require a security clearance but may be required to be escorted at all times.

### 7.4 TERM OF CONTRACT

### 7.4.1 Period of the Contract

The period of the Contract is from the date of contract award to March 31, 2022 inclusive.

### 7.4.2 Optional to Extend the Contract

The Contractor agrees to grant to Canada an irrevocable option extend the term of the Contract by up to four (4) additional one (1) year periods under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced, for administrative purposes only, through a formal contract amendment.

### 7.4.3 Termination on Thirty Days Notice

Canada reserves the right to terminate the Contract at any time in whole or in part by giving thirty (30) calendar days written notice to the Contractor.

In the event of such termination, Canada will only pay for costs incurred for services rendered and accepted by Canada up to the date of the termination. Despite any other provision of the Contract, there will be no other costs that will be paid to the Contractor as a result of the termination.





### 7.5 AUTHORITIES

### 7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Denise Desserud Senior Acquisitions Advisor Public Safety Canada 269 Laurier Ave. West Ottawa ON K1A 0P8

Tel: 343-572-3587

Email: ps.contractunit-unitedecontrats.sp@canada.ca

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

### 7.5.2 Project Authority

### To be identified at Contract award.

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

### 7.5.3 Contractor's Representative

To be identified at Contract award.

### 7.6 PAYMENT

### 7.6.1 Limitation of Expenditure

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

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

- a) when it is 75 percent committed, or
- b) four (4) months before the contract expiry date, or



 as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

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

### 7.7 INVOICING INSTRUCTIONS

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

Email address: PS.InvoiceProcessing-TraitementDesFactures.SP@canada.ca

### 7.8 CERTIFICATIONS

### 7.8.1 Compliance

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

### 7.8.2 Federal Contractors Program for Employment Equity - Default by the Contractor

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



#### 7.9 **APPLICABLE LAWS**

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

#### 7.10 **PRIORITY OF DOCUMENTS**

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

- a) the Articles of Agreement:
- b) the supplemental general conditions 4007 (2010-08-16) - Canada to Own Intellectual Property Rights in Foreground Information;
- the general conditions 2035 (2020-05-28), General Conditions Higher Complexity Services; c)
- Annex A, Statement of Work; d)
- Annex B, Basis of Payment; e)
- f) the Contractor's bid dated \_\_\_\_\_ (Insert the date of the bid, if the bid was clarified or amended, at time of contract award, add, as applicable: ", as clarified on (insert date)" "and" ", as amended on \_\_\_\_ (date).

#### 7.11 **FOREIGN NATIONALS**

### **Canadian Contractor**

The Contractor must comply with Canadian immigration requirements applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Service Canada regional office to enquire about Citizenship and Immigration Canada's requirements to issue a temporary work permit to a foreign national. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

### OR

### **Foreign Contractor**

The Contractor must comply with Canadian immigration legislation applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Canadian Embassy, Consulate or High Commission in the Contractor's country to obtain instructions, information on Citizenship and Immigration Canada's requirements and any required documents. The Contractor is responsible to ensure that foreign nationals have the required information, documents and authorizations before performing any work under the Contract in Canada. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.



### ANNEX A – STATEMENT OF WORK

### 1. TITLE

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

### 2. OBJECTIVE

The Speechwriting Unit of the Communications Directorate at Public Safety Canada currently has a requirement to acquire professional speechwriting services, as and when requested.

### 3. BACKGROUND

Public Safety Canada (PS) is Canada's lead department with the mandate to keep Canadians safe from a range of risks such as natural disasters, crime and terrorism. Public Safety Canada works with other federal departments, other levels of government, first responders, community groups, the private sector and other countries to achieve its objectives. The Department plays a key role in developing policies, delivering programs and ensuring cohesion and integration on policy and program issues within the Public Safety Portfolio, which includes: national security, emergency management, law enforcement, border management, corrections, and crime prevention.

The Speechwriting Unit in the Communications Directorate at Public Safety Canada is responsible for providing timely and efficient speechwriting and editorial services to Ministers responsible for public safety, as well as to the Deputy Minister and Associate Deputy Minister, in support of ongoing departmental initiatives and priorities, and parliamentary business (House of Commons and Senate debates, committee appearances, etc.).

To support the responsibilities of the Speechwriting Unit, Public Safety requires the services of up to two (2) contractors to provide professional speechwriting services.

### 4. TASKS

The Contractor(s) must perform the following tasks, as an when required:

- 4.1 Take part in a kick-off meeting with the PS Project Authority (in person or via teleconference) within one (1) week of contract award to discuss the scope of the work;
- 4.2 Provide speechwriting services pursuant to instructions of Speechwriting Unit, on topics specific to the mandate, programs and policies of Public Safety Canada;
- 4.3 Participate (in person or via teleconference) in product-related meetings if deemed necessary by the Speechwriting Unit;
- 4.4 Provide outlines for products if deemed necessary by the Speechwriting Unit;
- 4.5 Write drafts, as well as revisions if deemed necessary by the Speechwriting Unit;
- 4.6 Provide an electronic copy of the products;
- 4.7 Write products with short deadlines on a regular or rush basis. These products may include but are not limited to speeches for public and internal events, speeches to be delivered in Parliament, video scripts, ministerial messages and op-eds.





### 5. DELIVERABLES

The Contractor must produce the following deliverables, as and when required:

No.	Deliverable	Content	Format	Due Date
5.1	Draft outline (if deemed necessary)	1-2 page high-level outline of the speech or other product to discuss with the Project Authority	Email	within timelines determined by Speechwriting Unit
5.2	Draft speeches and other products listed under section 4.7	Content as determined by Project Authority, for the Project Authority's approval	MS Word	within timelines determined by Speechwriting Unit
5.3	Revision and finalizing of the product (if deemed necessary)	Revision or final versions of products if needed, for review by a variety of audiences, as and when requested, under tight deadlines	MS Word	within timelines determined by Speechwriting Unit

- 5.4 The Contractor may be required to submit revised drafts with required changes. Deliverables will only be considered final upon written confirmation by the PS Project Authority.
- 5.5 All services provided by the Contractor under the Contract must, at the time of acceptance, be free from defects in workmanship and conform to the requirements of the Contract. If the Contractor must correct or replace the work or any part of the work, it will be at no cost to the Government of Canada.
- The contractor must provide all electronic copies of deliverables using the Microsoft Office suite of 5.6 software (version 2010).

### 6. LOCATION OF WORK

- 6.1 The Contractor will be expected to conduct the work at their own facilities; however, the contractor's resources must be available to participate in meetings at Public Safety Canada's facilities in Ottawa, ON if required. These meetings may be either in person or via teleconference as determined by the PS Project Authority.
- 6.2 The contractor must take into consideration the current pandemic environment, and shall follow Public Health Agency of Canada guidelines on how to mitigate the risk of spread of the virus to themselves and others, regardless of location of work. It is therefore anticipated that meetings will likely take place virtually when possible, as directed by the TA. Should any concerns arise due to this evolving situation, it is advised the contractor contact the TA immediately following any tasking's of concern.
- 6.3 Public Safety Canada will not accept any travel and/or living expenses incurred by the Contractor as a consequence of any relocation required to satisfy the terms of the Contract.
- No travel outside of the National Capital Region (NCR) is anticipated in the performance of the 6.4 activities described in this Statement of Work.



The contractor must take into consideration the current pandemic environment, and shall follow Public Health Agency of Canada guidelines on how to mitigate the risk of spread of the virus to themselves and others, regardless of location of work.

### 7. LANGUAGE OF WORK

- 7.1 All communications with Public Safety Canada staff and the Canadian public (if applicable) must be performed in the official language (English or French) preferred by the employee/citizen.
- 7.2 All deliverables must be submitted in English and/or French.
- 7.3 PS will arrange for the translation of Contractor-produced deliverables, as required.

### 8. CONSTRAINTS

- 8.1 The contractor must be available to provide service 24 hours a day, seven days a week, 365 days per year;
- 8.2 The contractor must respond within 2 hours of the initial request, unless otherwise indicated;
- 8.3 The contractor must commit to response times indicated by the Project Authority.

### 9. PUBLIC SAFETY CANADA SUPPORT

- 9.1 As required to perform the contract work and at the discretion of the PS Project Authority, PS will endeavour to provide Contractor personnel with:
  - i. Supporting information (backgrounder, news releases, QP or Briefing Notes, Qs and As, invitations, etc.);
  - ii. The contact information for subject matter experts if required.

### 10. POLICY ON GREEN PROCUREMENT

In April 2006, and as revised on May 14, 2018, the Government of Canada issued the Policy on Green Procurement (http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html that directs federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process. To assist Canada in reaching its objectives, the Contractor should undertake the following when performing the Work:

- 10.1 Provide and transmit draft and final deliverables in electronic format.
- 10.2 Print on minimum recycled content of 30% and/or certified as originating from a sustainably managed forest such as: Canadian Standards Association; Forest Stewardship Council; Sustainable Forestry Initiative; Ecologo certification, etc.
- 10.3 Print double sided in black and white format.
- 10.4 Recycle (shred) unneeded printed documents in accordance with security requirements of the contract.



# ANNEX B, BASIS OF PAYMENT - FINANCIAL PROPOSAL

# Prices must only appear in the Financial Bid and in no other part of the bid.

Bidders are required to submit their Financial Proposal in accordance with the tables below.

\*\*The number of hours is an estimation and for the purposes of evaluation only.

The inclusion of volumetric data in this document does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.

Period		Bidder's Proposed Firm all inclusive hourly rate*	Estimated number of hours**	Total		
1	Initial contract period Contract award to March 31, 2022		300 hours			
2	Option Period 1 April 1, 2022, to March 31, 2023		300 hours			
3	Option Period 2 April 1, 2023, to March 31, 2024		300 hours			
4	Option Period 3 April 1, 2024, to March 31, 2025		300 hours			
5	Option Period 4 April 1, 2025, to March 31, 2026		300 hours			
	TOTAL (1 + 2 + 3 + 4 + 5):					

<sup>\*</sup>Firm all inclusive unit rates are firm and all inclusive of overhead, profit and expenses such as travel and time to the NCR facilities.

The Bidder's financial proposal must be submitted in Canadian Funds, GST/HST excluded, FOB Destination, customs duties and excise tax included.

### Good and Services Tax (GST) / Harmonized Sales Tax (HST)

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

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

