



Public Works and
Government Services
Canada

Travaux publics et
Services gouvernementaux
Canada

Purchasing Office - Bureau des achats
Contracting and Procurement Division
Departmental Acquisitions Services
11 Laurier Street
Gatineau, Quebec
K1A 0S5

REQUEST FOR PROPOSAL

DEMANDE DE PROPOSITION

Proposal to: Public Works and Government
Services Canada

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

Proposition aux : Travaux publics et Services
gouvernementaux Canada

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

Comments - Commentaires



Title - Sujet AOR-Third Party Review – Future Services	
Solicitation No. - N° de l'invitation 10075222	Date 2022-07-05
Client Reference No. - N° de référence du client 10075222	
Requisition Reference No. - N° de la demande 10075222	
Solicitation Closes – L'invitation prend fin At/a : 14: 00 Eastern Daylight time (EDT) On/ le: August 15, 2022	
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA Portage III 11 Laurier St Gatineau, Quebec K1A 0S5 Canada	
Security – Sécurité This request for proposal does not include provisions for security.	
Invoices - Original and two copies to be sent to: Factures - Envoyer l'original et deux copies à: To be identified at the time of contract award	
Address Enquiries to: - Adresser toutes questions à: Ginette Aliaga E-mail – Courriel : Ginette.Aliaga@tpsgc-pwgsc.gc.ca	

Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur
Telephone No. - N° de téléphone
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print)
Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)

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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There are no security clearance requirements

1.2 Statement of Work

The Department of Public Works and Government Services Canada has a requirement for these services to be carried out in accordance with the Statement of Work attached hereto as Appendix "A".

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.

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

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 days

2.2 Submission of Bids

Bids must be submitted only to Ginette.Aliaga@tpsgc-pwgsc.gc.ca by the date, time and place indicated on page 1 of the bid solicitation.

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

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 below 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.

Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the [Financial Administration Act](#), R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;

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

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

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

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes** () **No** ()

If so, the Bidder must provide the following information, for all FPSs 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, Bidders agree that the successful Bidder'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: 2019-01](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **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;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than (5) five 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.

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 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

Canada requests that the Bidder submits its bid in separately bound sections as follows:

- Section I: Technical Bid - One soft copy (PDF format) sent by email.
- Section II: Financial Bid - One soft copy (PDF format) sent by email.
- Section III: Certifications - One soft copy (PDF format) sent by email.

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

Section I: Technical Bid

In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Bid

Bidders must submit their financial bid in Canadian Funds and in accordance with the Pricing Schedule detailed in Attachment 1 to Part 3. The total amount of Applicable Taxes must be shown Separately.

The maximum funding available for the Contract resulting from the bid solicitation is \$150,000.00(Applicable Taxes extra). Bids valued in excess of this amount will be considered non-responsive. This disclosure does not commit Canada to pay the maximum funding available.

Section III: Certifications

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

3.1.1 Exchange Rate Fluctuation

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

ATTACHMENT 1 TO PART 3 – PRICING SCHEDULE

The Bidder should complete this pricing schedule and include it in its financial bid. As a minimum, the Bidder must respond to this pricing schedule by inserting in its financial bid for each of the deliverables specified below.

Deliverables (A)	Milestones % (B)	Total (C) (A X B) =C
Workplan	10%	\$
Draft interview guide	50%	\$
Final interview guide		
Online interviews (20-25)		
Draft report	40%	\$
Final report		
Presentation of results		
Total Firm all-inclusive fixed price		\$ (Excluding Taxes)

Firm all-inclusive fixed price of \$_____ broken down in milestone payments as follow, for all services described in the Statement of work of Annex A, upon receipt, verification and acceptance of deliverables

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Point Rated Technical Criteria

Refer to Attachment 1 to Part 4 – Technical Criteria

4.1.2 Financial Evaluation

For bid evaluation and contractor(s) selection purposes only, the evaluated price of a bid will be determined in accordance with the Pricing Schedule detailed in Attachment 1 to Part 3.

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

4.2 Basis of Selection - Highest Rated Within Budget

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation;
 - b. obtain the required minimum of 9 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 15 points; and
 - c. meet the maximum funding available for the Contract resulting from the bid solicitation is \$150,000.00 (Applicable Taxes extra). Bids valued in excess of this amount will be considered non-responsive. This disclosure does not commit Canada to pay the maximum funding available.
2. Bids not meeting (a) or (b) or (c) will be declared non responsive. The responsive bid with the highest number of points will be recommended for award of a contract, provided that the total evaluated price does not exceed the budget available for this requirement.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70% for the technical merit and 30 % for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70% .
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30 %.

6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)

		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	$115/135 \times 70 = 59.63$	$89/135 \times 70 = 46.15$	$92/135 \times 70 = 47.70$
	Pricing Score	$45/55 \times 30 = 24.55$	$45/50 \times 30 = 27.00$	$45/45 \times 30 = 30.00$
Combined Rating		84.18	73.15	77.70
Overall Rating		1st	3rd	2nd

ATTACHMENT 1 TO PART 4 - TECHNICAL CRITERIA

SUMMARY OF EVALUATION PROCESS AND GENERAL SUBMISSION REQUIREMENTS

Bids which meet the point rated technical criteria will be evaluated and scored as specified below. Point-rated technical criteria not addressed will be given a score of zero.

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

RATED TECHNICAL REQUIREMENTS		MINIMUM PASS MARK	MAXIMUM POINTS
R1	Performance	3 Pts	5 Pts
R2.1	Experience (case study 1)	3 Pts	5 Pts
R2.2	Experience (case study 2)	3 Pts	5 Pts
TOTAL POINTS		9 Pts	15 Pts
<ul style="list-style-type: none"> Bidders that fail to meet the minimum points in each rated technical criterion will not be evaluated further and will be considered non-responsive. Partial points will not be awarded. 			

TECHNICAL EVALUATION CRITERIA

The following scoring grid will be used to evaluate each point-rated technical criterion:

Scoring Grid for Point-Rated Technical Criteria		
Percentage Factor	Percentage of Total	Rating Level
0	0%	Insufficient relevant information provided. Unable to evaluate.
1	20%	Unacceptable - Information provided demonstrates that the Bidder's approach or experience does not meet the stated criterion and overall requirement.
2	40%	Poor - Information provided demonstrates that the Bidder's approach or experience only partially meets the stated criterion or is only partially relevant to the overall requirement.
3	60%	Good - Information provided demonstrates that most elements of the Bidder's approach or experience meet the stated criterion and are relevant to the overall requirement.
4	80%	Very Good - Information provided demonstrates that all elements of the Bidder's approach or experience meet the stated criterion and are relevant to the overall requirement.
5	100%	Excellent – Information provided demonstrates that all elements of the Bidder's approach or experience exceed the stated criterion and are highly relevant to the overall requirement.
EVALUATOR INSTRUCTIONS:		
<ol style="list-style-type: none"> Only the percentage factors indicated in the above table are to be entered into the evaluation grids that follow. In other words, evaluators MUST choose from ONLY the following available percentage factors: 1, 2, 3, 4, 5 and 0. Factors such as 1.75, 2.5, etc. MUST NOT be used. The "points" and "total points" will be calculated based on the percentage factor(s) assigned. Evaluators MUST NOT select a number for "points" which does not correspond to a percentage factor. For example, 2.5/10 is not an acceptable score as 2.5 is not available. 		

POINT-RATED TECHNICAL CRITERIA

Bids will be evaluated and scored as specified below. Point-rated technical criteria not addressed will be given a score of zero. Each point-rated technical criterion should be addressed separately.

No.	Point-rated Technical Criteria	Bid Preparation Instructions	Weighting (points)
R1	<p><u>Performance:</u></p> <p>In order to demonstrate performance, Bidders should explain how they adopted a data-driven and outcome-based approach to provide strategic direction and recommendations on advertising media services technical and structural requirements, delivery models, organizational or functional structures, including key performance indicators, for clients with complex, multi-brand or multi-campaign requirements, often planned and delivered under short time frames or in fast changing environments, to achieve best value and outcomes.</p>	<p>At a minimum, the response must cover the following:</p> <ul style="list-style-type: none"> • The approach, methodology, systems, tools and data used and what makes these most efficient and why this should be used to fulfil this requirements. • How factors unique to client(s) are taken into account, including policy requirements or other constraints or limitations. • How issues, challenges and performance monitoring and optimization are addressed when defining best practices and recommendations for client(s). • The approach for communicating and reporting with clients throughout their projects. <p><u>Submission Requirements:</u></p> <p>Page limit: Maximum four (4) pages (only the first four (4) pages of the response will be evaluated)</p>	<p>The scoring grid specified above will be used to evaluate this point-rated technical criterion. The response will be reviewed (the entire four (4) pages) and assigned a single score based on the scoring grid.</p>

No.	Point-rated Technical Criteria	Bid Preparation Instructions	Weighting (points)
R2.1 R2.2	<p><u>Experience:</u></p> <p>In order to demonstrate experience, Bidders must submit two (2) examples of projects completed over the last thirty six (36) months preceding the bid closing date, where they planned, managed, coordinated and completed reviews or analyses of advertising media services technical and structural requirements, delivery models, organizational or functional structures, and provided recommendations for client(s) with complex, multi-brand or multi-campaign requirements, to achieve best value and outcomes.</p> <p>Examples must include work for clients with advertising requirements in two (2) or more languages across Canada or in three (3) or more regions or provinces in Canada, or outside Canada in three (3) or more regions within a country or three (3) or more countries.</p>	<p>Each project example must include the project title, timeframe and name of the client organization, followed by the project description. At a minimum, the scope of the response must cover the following:</p> <ul style="list-style-type: none"> • What was the Bidder hired to do? • The approach, methodology, systems, tools and data used to perform the work. • The analysis and fact-based process that led to the recommendations, how factors unique to the client were taken into account, including policy requirements or other constraints or limitations, issues and challenges encountered and how these were addressed. • The process to communicate and report to the client throughout all stages of the project. • The benefits achieved for the client by implementing the recommendations. <p><u>Submission Requirements:</u></p> <p>Page limit: Maximum four (4) pages for each project example (only the first four (4) pages of the response for each project example will be evaluated)</p>	<p>The scoring grid specified above will be used to evaluate this point-rated technical criterion. The response will be reviewed (the entire four (4) pages for each project example) and each project example will be assigned a single score based on the scoring grid.</p>
<p>Total Minimum Passing Mark: 9 points Total Maximum Points: 15 points</p>			

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, 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 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Supplementary Contractor Information

Pursuant to paragraph 221 (1)(d) of the Income Tax Act, payments made by departments and agencies under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T4-A supplementary slip.

To enable the Department of Public Works Government and Service Canada to comply with this requirement, the Contractor hereby agrees to provide the following information which it certifies to be correct, complete, and fully discloses the identification of this Contractor:

a) The legal name of the entity or individual, as applicable (the name associated with the Social Insurance Number (SIN) or Business Number (BN), as well as the address and the postal code:

b) The status of the contractor (individual, unincorporated business, corporation or partnership:

c) For individuals and unincorporated businesses, the contractor's SIN and, if applicable, the BN, or if applicable, the Goods and Services Tax (GST)/Harmonized Sales Tax (HST) number:

d) For corporations, the BN, or if this is not available, the GST/HST number. If there is no BN or GST/HST number, the T2 Corporation Tax number must be shown:

The following certification signed by the contractor or an authorized officer:

"I certify that I have examined the information provided above and that it is correct and complete"

Signature

Print Name of Signatory

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Status and Availability of Resources

[A3005T](#) (2010-08-16) Status of Available Resources

5.2.3.2 Education and Experience

SACC Manual clause [A3010T](#) (2010-08-16) Education and Experience

5.2.3.3 List of Names for Integrity Verification Form

Bidders must complete the List of Names for Integrity Verification form found in Attachment 1 to Part 5

ATTACHMENT 1 TO PART 5 LIST OF NAMES FOR INTEGRITY VERIFICATION FORM

Requirements

Section 17 of the [Ineligibility and Suspension Policy](#) (the Policy) requires suppliers, regardless of their status under the Policy, to submit a list of names with their bid or offer. The required list differs depending on the bidder or offeror's organizational structure:

- Suppliers including those bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all current directors.
- Privately owned corporations must provide a list of the owners' names.
- Suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all owners.
- Suppliers that are a partnership do not need to provide a list of names.

Suppliers may use this form to provide the required list of names with their bid or offer submission. Failure to submit this information with a bid or offer, where required, will render a bid or offer non-responsive, or the supplier otherwise disqualified for award of a contract or real property agreement. Please refer to [Information Bulletin: Required information to submit a bid or offer](#) for additional details.

List of names for [integrity verification form](#)

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

6.1.1 There is no security requirement applicable to the Contract.

6.2 Statement of Work

6.2.1 The Contractor must perform the Work in accordance with the Statement of Work-Annex "A".

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

6.3.1 General Conditions

[2010B](#) (2021-12-02), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

[2010B](#) 10 (2013-03-21) Invoice submission

1. Invoices must be submitted in the Contractor's name to : **(To be provided upon contract award)** The Contractor must submit invoices for each delivery ; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.

2. Invoices must show:

- a. 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);
- b. details of expenditures (such as item, quantity, unit of issue, unit price, fixed time labour rates and level of effort, subcontracts, as applicable) in accordance with the Basis of Payment, exclusive of Applicable Taxes;
- c. deduction for holdback, if applicable;
- d. the extension of the totals, if applicable; and
- e. if applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.

3. Applicable Taxes must be specified on all invoices as a separate item along with corresponding registration numbers from the tax authorities. All items that are zero-rated, exempt or to which Applicable Taxes do not apply, must be identified as such on all invoices.

4. By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

6.3.2 Supplemental General Conditions

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

6.4 Term of Contract

6.4.1 Period of the Contract

The period of contract is from date of contract award to March 31, 2023

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Ginette Aliaga
Title: Supply Specialist,
Public Works and Government Services Canada
Department of Acquisitions Services
Address: 11 Laurier Street
Gatineau, Quebec
K1A 0S5
Telephone: (613)410-1132
E-mail address: Ginette.Aliaga@tpsgc-pwgsc.gc.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.

6.5.2 Project Authority

The Project Authority for the Contract is: (to be inserted at Contract award)

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: ____ _
Facsimile: ____ _
E-mail address: _____

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.

6.5.3 Contractor's Representative

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: _____

Facsimile: _____

E-mail address: _____

6.6 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 **Public Service Superannuation Act** (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: 2019-01** of the Treasury Board Secretariat of Canada.

6.7 Payment

6.7.1 Basis of Payment

6.7.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____ and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75% committed, or
 - b. four months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,whichever comes first.
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.

6.7.3 Terms of Payment – Milestone Payments

Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Contract and the payment provisions of the Contract if:

-
- a. an accurate and complete claim for payment using [PWGSC-TPSGC 1111](#), Claim for Progress Payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
 - b. all the certificates appearing on form [PWGSC-TPSGC 1111](#) have been signed by the respective authorized representatives;
 - c. all work associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada.

The Contractor will be paid in accordance with the Basis of Payment of Annex "B", for all work described in the Statement of Work of Annex "A"

6.7.4 SACC Manual Clauses

[C2000C](#) (2007-11-30) Taxes - Foreign-based Contractor

6.7.5 Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Direct Deposit (Domestic and International);

6.8 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- a. a copy of the release document and any other documents as specified in the Contract;
2. Invoices must be distributed as follows:
 - a. One (1) copy must be emailed to the designated Project Authority (to be provided upon contract award)

6.9 Certifications and Additional Information

6.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

6.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions [4009](#) (2013-06-27) Professional Services Medium Complexity;
- (c) the general conditions [2010B](#) (2022-01-28) Professional Services Medium Complexity;
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) the Contractor's bid dated _____ (*insert date of bid*) “, as clarified on _____” **or** “, as amended on _____” *and insert date(s) of clarification(s) or amendment(s)*

6.12 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading “[Dispute Resolution](#)”.

ANNEX "A"

STATEMENT OF WORK

SCOPE

Review of Government of Canada requirements for future procurement of government advertising media services

OBJECTIVE

Provide recommendations to set out the technical foundation for future procurement requirements of government advertising media services.

BACKGROUND

All Agency of Records mandates since 2004 included prior consultations with the industry, Government of Canada institutions and Privy Council Office, to assess the evolving media environment and government practices and requirements. The current mandate was awarded in July 2019, for a three-year period ending July 31, 2022, plus two one-year extension options the first of which has been implemented.

The media environment has become more complex and the mandate includes additional services (advertising technology) and new requirements (ad verification), providing increased accountability, transparency, brand safety, viewability and protection against fraud for all Government of Canada media purchases.

Details on year-over-year GC advertising expenditures and trends can found in [annual reports on Government of Canada advertising activities](#).

There was a transition period for the Agency of Record and the Advertising Services Directorate to establish new systems and processes required (July-December 2019). Shortly after (March 2020), the COVID-19 pandemic emerged and both Government of Canada institutions and the Agency of Record had to quickly adapt to remote working conditions.

At the same time, media expenditures through the Agency of Record more than doubled in fiscal year 2020-2021, compared to the previous five years; notably, COVID-19 advertising was used to inform Canadians about government programs, services and safeguards being put in place.

Also, when elections occur, the majority of Government of Canada advertising is suspended and resumes only when a new Cabinet has been sworn in. This was the case in 2021-2022 and this resulted in a larger concentration of advertising in the third and fourth quarters of this past fiscal year.

Since the transition to the current Agency of Record mandate, there have been some service delivery challenges with campaigns. In light of this, a third-party review was undertaken in May 2022 (completed in July 2022) to seek external expertise and recommendations on changes that can be made to address

these challenges in the immediate term, before the end of the current mandate. This second third-party review is being undertaken to seek external expertise and recommendations on the structure and services of the Agency of Record, to set-out the technical foundation for future procurement requirements of advertising media services.

REQUIREMENT

- The Contractor must have the resources, software or equipment to conduct online interviews in English and French, as and when required.
- Review current Agency of Record structure and processes to understand how GC requirements for advertising media services are currently fulfilled.
- Review findings from the current Agency of Record mandate review on client-agency relationship, service requirements and processes related to campaign delivery involving Government of Canada institutions and the Agency of Record, completed in July 2022.
- Review best practices and conduct interviews to assess:
 - How advertising media services are structured and procured and why, with other governments and private sector organizations with similar organizational structures.
 - Issues encountered and lessons learned by Government of Canada institutions over the course of the current mandate, and anticipated needs over the next few years.
 - Sample – the composition of the sample will be discussed between the project authority and the contractor at the onset of the project to ensure appropriate representation. For interviews with Government of Canada institutions, the project authority will provide a contact list for the contractor to schedule the interviews.
- Provide recommendations on the sample composition and the number of interviews.
- Design interview guides for interviews with other governments and private sector organizations and with GC institutions. For interview with other governments and private sector organizations, this will include, but may not be limited to:
 - General practices:
 - Timelines for delivery of media strategies, media plans and media placement, to assess alignment of service levels between the GC and those of other advertisers.
 - Degree of satisfaction of other advertisers with their current models, challenges, changes being considered and why, including procurement requirements.
 - Comparison of procurement requirements between the GC and other advertisers for similar services, including media planning and buying, to assess alignment and identify differences.
 - Service models:
 - Whether services are performed by external agencies, in house or both and why.

- If external agencies are used, what services do they perform, how many agencies and why, are media planning and buying combined and why, how are the services procured, the length of contracts and why.
 - If specialized agencies are used, what is their purpose (e.g. to support communication with specific audiences or for specific media channels, etc.), what services do they perform, how many agencies and why, how are the services procured, the length of contracts and why.
 - Whether advertising space is purchased directly with media suppliers by individual institutions within the organization (rather than being obligated to go through an external agency); if so, are there any limits and if so, what are they and why (e.g. budget thresholds).
- Review the media landscape, industry practices, trends and challenges, to assess and identify external factors that should be considered for future procurement of advertising media services.
 - Analyse findings to identify strengths and weaknesses in the current Agency of Record model and opportunities to improve operational efficiency, processes, tools and technologies, including impacts of Government of Canada processes and procurement requirements; this should also include quantifiable information on the impacts of processes or actions.
 - Provide recommendations on the approach and structure for future procurement of Government of Canada advertising media services..

DELIVERABLES

- Provide a workplan for undertaking and completing the project.
- Provide monthly status updates by email, and advise and coordinate meetings with the project authority to address issues (if any), including providing meeting notes to document discussions.
- Provide an interview guide in English or French (draft for review and final for approval).
- Provide a detailed report on findings and recommendations in English or French (draft for comments and final for approval).
- Present results in a webinar in English or French.

DOCUMENTATION AND SUPPORT

* Will be provided following contract award.

- Report from review on client-agency relationship related to campaign delivery involving Government of Canada institutions and Agency of Record, completed in July 2022 *
- Government of Canada advertising process chart *
- Agency of Record manual and appendices (as required) for current mandate*
- [Agency of Record Request for Proposals for current mandate](#) (all documents including statement of work)
- [Annual Report on Government of Canada Advertising Activities](#)
- [Policy on Communications and Federal Identity](#)
- [Directive on the Management of Communications](#)
- [Appendix B: Mandatory Procedures for Advertising](#)

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- Translation of final interview guide in the other official language will be provided by the project authority, for interviews in English and French, as and when required.
 - The project authority will communicate with the Contractor to schedule a kick-off call to answer any questions before the work begins.
 - The project authority will provide additional information and clarification to the Contractor as required to support the fulfillment of the work requirements.

TIMEFRAME AND DELIVERY DATES

September 23	Workplan
October 14	Draft interview guide
October 21	Final interview guide (translation to follow from project authority by October 31)
November 1-30	Online interviews (20-25) with other governments, private sector organizations with similar organizational structures and Government of Canada institutions
January 23	Draft report
January 27	Final report
January 27 or 30	Presentation of results
January 31	Completion of project

LOCATION OF WORK

All work will be conducted remotely at the Contractor's location.

TRAVEL

There is no travel requirement for the Contractor.

LANGUAGE OF WORK

If the successful contractor is primarily English it must provide a resource that can conduct interviews in French, if required. If the successful contractor is primarily French it must provide a resource that can conduct interviews in English.

ANNEX "B"
BASIS OF PAYMENT

The Contractor will be paid according to the Basis of Payment set out in this Annex "B" for work performed under the contract

Deliverables (A)	Milestones (B)	Total (C) (A X B) = C
Workplan	10%	\$ To be completed at contract award
Draft interview guide	50%	\$ To be completed at contract award
Final interview guide		
Online interviews (20-25)		
Draft report	40%	\$ To be completed at contract award
Final report		
Presentation of results		
Total Firm all-inclusive fixed price (Excluding Taxes)		\$ To be completed at contract award