



**Return Bids to - Retourner les soumissions à :**

Indigenous Services Canada (ISC) / Services aux Autochtones Canada (SAC)

Email address / adresse courriel:  
[soumissionbid@sac-isc.gc.ca](mailto:soumissionbid@sac-isc.gc.ca)

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**Request for Standing Offer (RFSO)**

Proposal to Indigenous Services Canada (ISC)

We hereby offer to sell to His Majesty the King in right of Canada, as represented by the Minister of Indigenous Services Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out thereof.

**Demande d'offres à Commandes (DOC)**

Proposition aux Services aux Autochtones Canada (SAC)

Nous offrons par la présente de vendre à Sa Majesté le roi chef du Canada, représenté par le Ministre des Services aux Autochtones Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexées, au(x) prix indiqué(s).

**Page 1 of - de 49**

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**Subject - Sujet**

Professional Media Spokesperson Training Services for Indigenous Services Canada (ISC) and Crown-Indigenous Relations and Northern Affairs Canada (CIRNAC).

Services de formation professionnelle destinée aux porte-parole des médias pour Services aux Autochtones du Canada (SAC) et Relations Couronne-Autochtones et Affaires du Nord Canada (RCAANC).

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**Solicitation / Client Reference No. - N° de l'invitation / N° référence du client**

**1000250697**

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**Date (YYYY/MM/DD) - Date (AAAA/MM/JJ)**

**2023-08-11**

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<b>Solicitation Closes - L'invitation prend fin</b>	<b>Time Zone - Fuseau horaire</b>
at - à : <b>2:00 p.m. - 14 hr</b> on - le : <b>2023-09-06</b>	Eastern Daylight Time - Heure avancée de l'est
<b>Address inquiries to - Adresser toutes questions à:</b> <a href="mailto:Christine.Madore@sac-isc.gc.ca">Christine.Madore@sac-isc.gc.ca</a>	<b>Buyer ID - ID de l'acheteur</b> CE8
<b>Telephone No. - N° de téléphone</b> 873-354-1376	<b>Facsimile No. - N° de télécopieur</b> N/A - S.O.
<b>Destination of Goods, Services, and Construction - Destination des biens, services et construction</b>	<b>Delivery Required - Livraison exigée</b>
See herein - Voir dans la présente	See herein - Voir dans la présente

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**Security Requirements - Exigences relatives à la sécurité**

**Yes, see herein - Oui, voir dans la présente / No - Non**

**Vendor/Firm Information / Information du fournisseur / de l'entrepreneur**

(Include signed copy with bid - Prière d'inclure une copie dûment signée avec la proposition)

<b>Vendor/Firm Name - Raison social et adresse du fournisseur / de l'entrepreneur:</b>	<b>Name and title of person authorized to sign on behalf of Vendor/Firm - Nom et titre de la personne autorisée à signer au nom du fournisseur / de l'entrepreneur</b>
<b>Address - Adresse:</b>	<b>Name - Nom:</b>
<b>Telephone No. - N° de téléphone:</b>	<b>Title - Titre:</b>
<b>Facsimile No. - N° de télécopieur:</b>	<p>_____</p> <p><b>Signature</b>                      <b>Date (YYYY/MM/DD) - Date (AAAA/MM/JJ)</b></p>

**TABLE OF CONTENTS**

**PART 1 - GENERAL INFORMATION ..... 4**

1.1 INTRODUCTION ..... 4

1.2 SUMMARY ..... 4

1.3 SECURITY REQUIREMENTS ..... 5

1.4 DEBRIEFINGS ..... 5

**PART 2 - OFFEROR INSTRUCTIONS ..... 6**

2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS ..... 6

2.2 SUBMISSION OF OFFERS ..... 7

2.3 FORMER PUBLIC SERVANT ..... 7

2.4 ENQUIRIES - REQUEST FOR STANDING OFFERS ..... 8

2.5 APPLICABLE LAWS ..... 8

2.6 BID CHALLENGE AND RECOURSE MECHANISMS ..... 9

**PART 3 - OFFER PREPARATION INSTRUCTIONS ..... 10**

3.1 OFFER PREPARATION INSTRUCTIONS ..... 10

**ATTACHMENT 1 TO PART 3, PRICING SCHEDULE ..... 12**

**PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION ..... 14**

4.1 EVALUATION PROCEDURES ..... 14

4.2 BASIS OF SELECTION ..... 19

**PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION ..... 21**

5.1 CERTIFICATIONS REQUIRED WITH THE OFFER ..... 21

5.2 CERTIFICATIONS PRECEDENT TO THE ISSUANCE OF A STANDING OFFER AND ADDITIONAL INFORMATION ..... 21

**PART 6 - SECURITY ..... 23**

6.1 SECURITY REQUIREMENTS ..... 23

**PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES ..... 24**

**A. STANDING OFFER ..... 24**

7.1 OFFER ..... 24

7.2 SECURITY REQUIREMENTS ..... 24

7.3 STANDARD CLAUSES AND CONDITIONS ..... 25

7.4 TERM OF STANDING OFFER ..... 25

7.5 AUTHORITIES ..... 26

7.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS ..... 27

7.7 IDENTIFIED USERS ..... 27

7.8 NUMBER OF STANDING OFFERS ..... 27

7.9. CALL-UP PROCEDURES ..... 27

7.10 CALL-UP INSTRUMENT ..... 28

7.11 LIMITATION OF CALL-UPS - REMOVED ..... 28

7.12 FINANCIAL LIMITATION ..... 28

7.13 PRIORITY OF DOCUMENTS ..... 28

7.14 CERTIFICATIONS AND ADDITIONAL INFORMATION ..... 29

7.15 APPLICABLE LAWS ..... 29

**B. RESULTING CONTRACT CLAUSES ..... 30**

7.1 STATEMENT OF WORK ..... 30

7.2 STANDARD CLAUSES AND CONDITIONS ..... 30

7.3 TERM OF CONTRACT ..... 30

7.4 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS ..... 30

7.5	PAYMENT .....	31
7.6	INVOICING INSTRUCTIONS .....	32
7.7	INSURANCE .....	33
7.8	<i>SACC MANUAL CLAUSES</i> .....	33
7.9	FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - DEFAULT BY THE CONTRACTOR - REMOVED .....	33
7.10	JOINT VENTURE .....	33
7.11	DISPUTE RESOLUTION .....	34
<b>ANNEX "A"</b>	.....	<b>35</b>
	STATEMENT OF WORK .....	35
<b>ANNEX "B"</b>	.....	<b>41</b>
	BASIS OF PAYMENT .....	41
<b>ANNEX "C"</b>	.....	<b>44</b>
	SECURITY REQUIREMENTS CHECK LIST .....	44
<b>ANNEX "D"</b>	.....	<b>47</b>
	SECURITY REQUIREMENTS AGREEMENT .....	47

## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

The Request for Standing Offers (RFSO) is divided into seven parts plus attachments and annexes, as follows:

- Part 1            General Information: provides a general description of the requirement;
- Part 2            Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3            Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4            Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5            Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6            Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by offerors; and
- Part 7            7A, Standing Offer, and 7B, Resulting Contract Clauses:
  - 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
  - 7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Statement of Work, the Basis of Payment, the Security Requirements Check List, the Security Requirements Agreement, Certifications and any other annexes.

### **1.2 Summary**

- 1.2.1    This Request for Standing Offers (RFSO) is being issued to satisfy the requirement of the Departments of Indigenous Services Canada (ISC) and Crown-Indigenous Relations and Northern Affairs Canada (CIRNAC) for Professional Media Spokesperson Training Services on an as-and-when requested basis.

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

- 1.2.2    ISC intends to award three (3) Standing Offer Agreements.

- 1.2.3 The period of the Standing Offer Agreement (SOA) is from date of Award to March 31, 2025 with an option to extend the term of the SOA by up to two (2) additional one (1) year periods under the same conditions.
- 1.2.4 The Request for Standing Offers (RFSO) is to establish National Master Standing Offers for the requirement detailed in the RFSO, to the Identified Users across Canada, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to locations within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the resulting standing offers.

### **1.3 Security Requirements**

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

### **1.4 Debriefings**

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

## **PART 2 - OFFEROR INSTRUCTIONS**

### **2.1 Standard Instructions, Clauses and Conditions**

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the [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.

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

The [2006](#) (2023-06-08) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO with the following adaptations:

- a) Reference to Public Works and Government Services Canada (PWGSC) are replaced by the Indigenous Services Canada (ISC).
- a) Subsection 5.4 of [2006](#), Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 180 days

### **Technical Difficulties of Bid Transmission**

Despite anything to the contrary in (05), (06) or (08) of the Standard Instructions, where a Bidder has commenced transmission of its bid through an electronic submission method (such as facsimile or Canada Post Corporation's (CPC) Connect service, or other online service) in advance of the bid solicitation closing date and time, but due to technical difficulties, Canada was unable to receive or decode the entirety of the Bid by the deadline, Canada may nonetheless accept the entirety of the Bid received after the bid solicitation closing date and time, provided that the Bidder can demonstrate the following:

- (i) The bidder contacted Canada in advance of the bid solicitation closing date and time to attempt to resolve its technical difficulties; OR
- (ii) The electronic properties of the Bid documentation clearly indicate that all components of the Bid were prepared in advance of the bid solicitation closing date and time.

### **Completeness of the Bid**

After the closing date and time of this bid solicitation, Canada will examine the Bid to determine completeness. The review for completeness will be limited to identifying whether any information submitted as part of the bid can be accessed, opened, and/or decoded. This review does not constitute an evaluation of the content, will not assess whether the Bid meets any standard or is responsive to all solicitation requirements, but will be solely limited to assessing completeness. Canada will provide the Bidder with the opportunity to submit information found to be missing or incomplete in this review within two business days of notice.

Specifically, the bid will be reviewed and deemed to be complete when the following elements have been submitted by the bidder:

1. That certifications and securities required at bid closing are included.
2. That bids are properly signed, that the bidder is properly identified.

3. Acceptance of the terms and conditions of the bid solicitation and resulting contract.
4. That all documents created prior to bid closing but due to technical difficulties Canada was unable to receive them, have been properly submitted and received by Canada.
5. All certifications, declarations and proofs created prior to bid closing but due to technical difficulties Canada was unable to receive them, have been properly submitted and received by Canada.

## 2.2 Submission of Offers

Offers (and any amendments thereto) must be submitted **electronically only, in PDF format**, to Indigenous Services Canada (ISC) by the date, time and to the e-mail address indicated on page 1 of the Request for Standing Offers. Transmission of Offers (and any amendments thereto) submitted by any other means to ISC 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 FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the offer non-responsive.

### Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the [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 Offeror a FPS in receipt of a pension? **YES** ( ) **NO** ( )

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

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

By providing this information, Offerors agree that the successful Offeror's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2019-01](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

### **Work Force Adjustment Directive**

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **YES** ( ) **NO** ( )

If so, the Offeror must provide the following information:

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

## **2.4 Enquiries - Request for Standing Offers**

All enquiries must be submitted in writing to the Standing Offer Authority no later than **7** calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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

## **2.5 Applicable Laws**

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

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



## 2.6 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential offerors to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages offerors 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) Offerors should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Offerors should therefore act quickly when they want to challenge any aspect of the procurement process.

## **PART 3 - OFFER PREPARATION INSTRUCTIONS**

### **3.1 Offer Preparation Instructions**

Canada requests that the Offerors submit their offer by email in separate attachments as follows:

- Section I: Technical Offer
- Section II: Financial Offer
- Section III: Certifications
- Section IV: Additional Information

The total size of the email, including all attachments, must not exceed 10 megabytes (MB). It is solely the Offeror's responsibility to ensure that the total size of the email does not exceed this limit.

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

Canada requests that offerors follow the format instructions described below in the preparation of hard copy of their offer:

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

#### **Section I: Technical Offer**

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

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

#### **Section II: Financial Offer**

Offerors must submit their financial offer in accordance with the Pricing Schedule under Attachment 1 to Part 3.

##### **3.1.1 Electronic Payment of Invoices - Offer**

Offerors will accept Direct Deposit (Domestic and International) for payment of invoices.

The Offeror is not obligated to accept payment by Electronic Payment Instruments.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

##### **3.1.2 Exchange Rate Fluctuation**

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

#### **Section III: Certifications**

Offerors must submit the certifications required under Part 5.

#### **Section IV: Additional Information**

In Section IV of their offer, Offerors should provide:

1. their legal name;
2. their Procurement Business Number (PBN);
3. the name of the contact person (provide also this person's mailing address, phone numbers and email address) authorized by the Offeror to enter into communications with Canada with regards to their offer, and any Standing Offer that may result from their offer;
4. for Part 2, article 2.3, Former Public Servant, of this solicitation: the required answer to each question; and, if the answer is yes, the required information;
5. for Part 6, article 6.1, Security Requirements, of this solicitation:
  - a) For each individual who will require access to classified or protected information, assets or sensitive work sites:
    1. the name of the individual;
    2. the date of birth of the individual; and
    3. if available, information confirming the individual meets the security requirement as indicated in Part 7 – Standing Offer and Resulting Contract Clauses; and
  - b) The Company Security Officer must ensure through the Contract Security Program that the Offeror and proposed individual(s) hold a valid security clearance at the required level, as indicated in Part 6 – Security, Financial and Other Requirements.

**ATTACHMENT 1 TO PART 3, PRICING SCHEDULE**

Offerors must complete this pricing schedule for Table A and B and include it in its financial bid. The financial evaluation will be based on the total sum of firm hourly rates for the Initial Period, including Option Year 1 and 2. All prices must be in Canadian Dollars (CAD) and must not include applicable taxes.

<b>Table A - Firm Hourly Rates per Media Spokesperson Training</b>				
<b>Standard Work as per section SW12 of the Statement of Work</b>				
<b>Media Spokesperson Training</b>	<b><u>Initial Period</u></b> <b>Standing Offer Award Date to March 31, 2025</b>  <b>Firm Hourly Rates (CAD\$)</b>  <b>A</b>	<b><u>Option Year 1</u></b> <b>April 1, 2025 to March 31, 2026</b>  <b>Firm Hourly Rates (CAD\$)</b>  <b>B</b>	<b><u>Option Year 2</u></b> <b>April 1, 2026 to March 31, 2027</b>  <b>Firm Hourly Rates (CAD\$)</b>  <b>C</b>	<b>Averaged Firm Hourly Rates</b>  <b>(D = A + B + C/6)</b>  <b>D</b>
<b>1. Group Training for a maximum of 5 participants on Theory and Practical (3 hours session). Method of delivery:</b>  <b>1.1 Virtual:</b> \$ _____  <b>1.2 On-site (classroom style):</b> \$ _____				
<b>2. Individual (one-one-one) Training for 1 participant on Theory and Practical (3 hours session). Method of delivery:</b>  <b>2.1 Virtual:</b> \$ _____  <b>2.2 On-site (classroom style):</b> \$ _____				
<b>3. Update/Refresher Training on Theory and Practical (1 hour session) for one (1) participant. Method of delivery:</b>  <b>3.1 Virtual:</b> \$ _____  <b>3.2 On-site (classroom style):</b> \$ _____				
<b>Table A - Total averaged of all firm hourly rates (D = 1 + 2 + 3)</b>				

<b>Table B - Firm Hourly Rates per Media Spokesperson Training</b>				
<b>Evening Work, Weekend and Statutory Holiday as per section SW12 of the Statement of Work</b>				
<b>Media Spokesperson Training</b>	<u>Initial Period</u> <b>Standing Offer Award Date to March 31, 2025</b>  <b>Firm Hourly Rates (CAD\$)</b>  <b>A</b>	<u>Option Year 1</u> <b>April 1, 2025 to March 31, 2026</b>  <b>Firm Hourly Rates (CAD\$)</b>  <b>B</b>	<u>Option Year 2</u> <b>April 1, 2026 to March 31, 2027</b>  <b>Firm Hourly Rates (CAD\$)</b>  <b>C</b>	<b>Averaged Firm Hourly Rates</b>  <b>(D = A + B + C/6)</b>  <b>D</b>
<b>1. Group Training for a maximum of 5 participants on Theory and Practical (3 hours session). Method of delivery:</b> <b>1.1 Virtual:</b> \$ _____ <b>1.2 On-site (classroom style):</b> \$ _____				
<b>2. Individual (one-one-one) Training for 1 participant on Theory and Practical (3 hours session). Method of delivery:</b> <b>2.1 Virtual:</b> \$ _____ <b>2.2 On-site (classroom style):</b> \$ _____				
<b>3. Update/Refresher Training on Theory and Practical (1 hour session) for one (1) participant. Method of delivery:</b> <b>3.1 Virtual:</b> \$ _____ <b>3.2 On-site (classroom style):</b> \$ _____				
<b>Table B - Total averaged of all firm hourly rates (D = 1 + 2 + 3)</b>				

<b>TOTAL AVERAGE OF ALL FIRM HOURLY RATES (Table A + Table B / 2)</b>	
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**PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

**4.1 Evaluation Procedures**

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

**4.1.1 Technical Evaluation**

**4.1.1.1 Mandatory Technical Criteria**

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

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

<b>Mandatory Technical Criteria (MT)</b>			
For the purpose of the mandatory technical criteria specified below, the experience of the Bidder and its subcontractors, affiliates and suppliers will be considered.			
<b>Number</b>	<b>Mandatory Technical Criteria (MT)</b>	<b>Bidder's Cross Reference Page to Proposal</b>	<b>Met Yes/No</b>
<b>MT1</b>	<p><b>Corporate Profile</b></p> <p>The Bidder must provide a company profile/overview of their services. The corporate profile must include a summary page outlining all of the following information:</p> <ul style="list-style-type: none"> <li>a) Company profile/overview of their services;</li> <li>b) Legal Business Name; and Operating Name(s), if applicable;</li> <li>c) Number of years in business;</li> <li>d) Business Number;</li> <li>e) Type of business: Sole proprietorship, Corporation, Partnership, Joint Venture or other legally recognized entity (specify type);</li> <li>f) If applicable, the list of names of Board of Directors; and</li> <li>g) Jurisdiction under which the Bidder is governed.</li> </ul>		

Number	Mandatory Technical Criteria (MT)	Bidder's Cross Reference Page to Proposal	Met Yes/No
<p><b>MT2</b></p>	<p><b>Bidder's Experience - Project Summaries and References</b></p> <p>The Bidder must have a minimum of 60 months experience in the last 84 months, by the closing date of this Request for Standing Offers (RFSO), in developing customized content and delivering media spokesperson training sessions, in English, French or both for Government Departments and/or Agencies.</p> <p>To demonstrate this experience, the Bidder must provide three (3) written project summaries. Each project summary must include all of the following information:</p> <ol style="list-style-type: none"> <li>1) Name of client organization;</li> <li>2) Client reference contact information from that organization, name, title, telephone number and email address;</li> <li>3) Brief description of the project including:               <ol style="list-style-type: none"> <li>a) the nature and the objectives;</li> <li>b) format in which they were delivered (group training, one-on-one; on site or virtually);</li> <li>c) number of training session(s) provided, including the language in which they were delivered;</li> <li>d) number of resource(s) involved on the project, their roles, responsibilities and their language capabilities;</li> <li>e) target audience (i.e. Director, Director General, Assistant Deputy Minister etc.); and</li> <li>f) duration start and end date, in the following format (Month/Year to Month/Year).</li> </ol> </li> </ol> <p><i>ISC reserves the right to contact the named client reference to verify the accuracy and veracity of the information provided in the Bidder's Proposal. Should ISC choose to contact the Client reference and should one (1) or more named client provide a negative reference regarding the accuracy or veracity of the Offeror's Proposal, the Proposal will be deemed noncompliant and given no further consideration.</i></p>		

Number	Mandatory Technical Criteria (MT)	Bidder's Cross Reference Page to Proposal	Met Yes/No
<p><b>MT3</b></p>	<p><b>Proposed Resources</b></p> <p>1. The Bidder's proposed resources must have a minimum of 48 months experience developing and delivering spokesperson media training. To demonstrate experience, the Bidder must provide the following details for each proposed resource:</p> <ul style="list-style-type: none"> <li>a) Resource Name;</li> <li>b) Language Capabilities;</li> <li>c) Security Clearance Information (Name as it appears on security clearance application form, level of security clearance obtained, validity period of security clearance obtained, Security Screening Certificate and Briefing Form File Number)</li> <li>d) Education and Certification(s);</li> <li>e) Professional work experience which includes: <ul style="list-style-type: none"> <li>i. Name of Client Organization;</li> <li>ii. Duration start and end dates in the following format (Year/Month to Year/Month);</li> <li>iii. Summary of the services provided;</li> <li>iv. Language in which the services were provided; and</li> <li>v. Format in which the training was delivered (on site or virtually; one-on-one training or group training).</li> </ul> </li> </ul> <p>2. At a minimum, the Bidder must propose:</p> <ul style="list-style-type: none"> <li>a) One (1) resource who can provide <b>*English</b> services;</li> <li>b) One (1) resource who can provide <b>*French</b> services; and</li> <li>c) One (1) resource who can provide <b>*bilingual services</b> (English and French).</li> </ul> <p><i>*All proposed resources must be capable of providing the services at the advanced level for Oral Communication, Comprehension and Written Communication. Refer to the Language Proficiency Grid herein attached at Annex A under section SW10 - Language of Work.</i></p> <p>The Bidder submitting additional resources beyond the minimum requirement above cannot submit more than 4 additional resources per language of services. The Bidder must include a section entitled 'Additional Resources'.</p>		



**4.1.1.2 Point Rated Technical Criteria**

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

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

<b>Point Rated Technical Criteria (RT)</b>				
<b>Number</b>	<b>Point Rated Technical Criteria</b>	<b>Maximum Points</b>	<b>Points Awarded</b>	<b>Bidder's Cross Reference Page to Proposal</b>
RT1 (linked to MT2)	<p>The Bidder should clearly demonstrate <b>knowledge of the media environment</b>, including the differences between print, broadcast and social media, and an understanding media trends and dealing with media.</p> <p>Points will be awarded as follows:</p> <p>Overall assessment of the three (3) projects provided, with a scale of up to 5 points each per demonstration of knowledge of media environment, trends and how to deal with media to a maximum of 15 points.</p> <p><b>Scoring Grid</b></p> <p><b>0 points:</b> Unsatisfactory. No details provided. No approach or methodology proposed by the Bidder to meet this requirement.</p> <p><b>1 Point:</b> Incomplete or limited explanation of how it will meet this requirement. The approach and methodology lack structure and coherence. Very few details are provided, and some elements were not clearly addressed; major deficiencies exist with the objective and expected outcomes of the requirement. The Bidder does not demonstrate the minimum capability to meet any of the elements of the requirement.</p> <p><b>2 points:</b> The explanation of how the Bidder will meet this requirement is lacking in specific details and coherence. The approach and methodology have limited structure and coherence; the approach is rarely logical and often disorganized. There are several major deficiencies with the objectives and expected outcomes of this requirement. Some major elements were not clearly addressed. The Bidder may meet the minimum capability to meet minor elements but does not demonstrate the minimum capability to meet all of the major elements of the</p>	15 points		

	<p>requirement.</p> <p><b>3 points:</b> Acceptable and adequate explanation of how it will meet this requirement. The approach and methodology are structured and coherent; although most of the major necessary details are provided, there are several minor deficiencies with the objective and expected outcomes of this requirement. Some minor elements were not addressed clearly. The bidder demonstrates the minimum acceptable capability to meet most elements of the requirement.</p> <p><b>4 points:</b> Clear, easy to understand explanation of how it will meet this requirement. The approach and methodology are structured and coherent, and most of the necessary details are provided; minor deficiencies exist with the objective and expected outcomes of this requirement. The Bidder demonstrates the capability to adequately meet all elements of the requirement.</p> <p><b>5 points:</b> Well detailed, in-depth, and specific explanation of how the requirement will be met. The approach and methodology are structured coherent, and all necessary details are provided. No deficiencies exist. The Bidder demonstrates an understanding of the objective and expected outcomes of this requirement. The Bidder demonstrates the capability to fully meet all elements of this requirement.</p>			
	<b>Maximum Points Available</b>	15		
	<b>Minimum Points Required to Pass</b>	10		

#### **4.1.2 Financial Evaluation**

- 4.1.2.1 Offerors meeting all Mandatory Requirements and obtaining at least the required minimum score on the Point Rated Technical Criteria will be evaluated on the basis of their Financial Offer.
- 4.1.2.2 The Financial Evaluation will be carried out by the Contracting Authority independent of the ISC Evaluation Committee responsible for rating the Technical Offer. Financial Offers will be evaluated based on the methodology detailed below.
- 4.1.2.3 The Offeror's firm hourly rates **MUST** be inclusive of all payroll, overhead costs and profits required to complete the work under the SOA. Note: the firm all-inclusive hourly rates are not to be quoted as a range.
- 4.1.2.4 *SACC Manual* clause [M0220T](#) (2016-01-28) Evaluation of Price - Offer

#### **4.2 Basis of Selection**

##### **4.2.1 Highest Combined Rating of Technical Merit (70%) and Price (30%)**

1. To be declared responsive, a bid must:
  - a) comply with all the requirements of the bid solicitation; and
  - b) meet all mandatory criteria; and
  - c) obtain the required minimum points specified for RT1 for the technical evaluation, and
  - d) obtain the required minimum of 10 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 15 points.
2. Bids not meeting "(a) or (b) or (c) and (d)" will be declared non-responsive.
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%)**

		<b>Bidder 1</b>	<b>Bidder 2</b>	<b>Bidder 3</b>
<b>Overall Technical Score</b>		115/135	89/135	92/135
<b>Bid Evaluated Price</b>		\$55,000.00	\$50,000.00	\$45,000.00
<b>Calculations</b>	<b>Technical Merit Score</b>	$115/135 \times 70 = 59.63$	$89/135 \times 70 = 46.15$	$92/135 \times 70 = 47.70$
	<b>Pricing Score</b>	$45/55 \times 30 = 24.55$	$45/50 \times 30 = 27$	$45/45 \times 30 = 30$
<b>Combined Rating</b>		84.18	76.15	77.70
<b>Overall Rating</b>		1st	3rd	2nd

## **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

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

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

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

### **5.1 Certifications Required with the Offer**

Offerors must submit the following duly completed certifications as part of their offer.

#### **5.1.1 Integrity Provisions - Declaration of Convicted Offences**

In accordance with the Integrity Provisions of the Standard Instructions, all offerors must provide with their offer, **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 the Issuance of a Standing Offer and Additional Information**

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

#### **5.2.1 Integrity Provisions – Required Documentation**

In accordance with the 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 Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

#### **5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification**

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list ) available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](#) website.

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

## **5.2.3 Additional Certifications Precedent to Issuance of a Standing Offer**

### **5.2.3.1 Status and Availability of Resources**

*SACC Manual* clause [M3020T](#) (2016-01-28) Status of Availability of Resources - Offer

### **5.2.3.2 Education and Experience**

*SACC Manual* clause [M3021T](#) (2012-07-16) Education and Experience

## **PART 6 - SECURITY**

### **6.1 Security Requirements**

1. Before issuance of a standing offer, the following conditions must be met:
  - (a) the Offeror must hold a valid organization security clearance as indicated in Part 7A - Standing Offer;
  - (b) the Offeror's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicate in Part 7A - Standing Offer; and
  - (c) the Offeror must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.
2. Offerors are reminded to obtain the required security clearance promptly. Any delay in the issuance of a standing offer to allow the successful Offeror to obtain the required clearance will be at the entire discretion of the Standing Offer Authority.
3. For additional information on security requirements, offerors should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

## **PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES**

### **A. STANDING OFFER**

#### **7.1 Offer**

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

#### **7.2 Security Requirements**

**7.2.1** The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Standing Offer.

#### **SECURITY CLAUSES: 1000250697**

1. Pursuant to the Policy on Government Security, the nature of the services to be provided under this contract requires a valid Government of Canada (GoC) personnel Security Screening at the level of **Secret** for the Contractor, authorized resources and any sub-contractors to be assigned to conduct the work.
2. Prior to the commencement of the work, the Contractor and each authorized resources involved in the performance of the work under this contract must each hold a valid Security Screening at the level of **Secret** during the lifetime of the contract.
3. The Contractor and its personnel requiring access to **PROTECTED/CLASSIFIED** information, assets or sensitive work site(s) must EACH hold a valid Security Screening at the level of **Secret**.
4. The Contractor MUST NOT possess or safeguard **PROTECTED/ CLASSIFIED** information/assets at their organization's premises
5. The Contractor MUST NOT remove any **Sensitive** information from the identified work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restrictions.
6. Subcontracts are not to be awarded without the prior written permission from the security in contracting team of ISC.
7. Any substitute or alternate resource proposed for this contract:
  - a) must be approved by the Security and Emergency Services Divisions of Indigenous Services Canada; and
  - b) must hold a valid GoC Security Screening at the level of **Secret**, before gaining access to designated information or assets.
8. Under this contract, if a Contractor submits a resource who is subsequently found to not meet the Security requirements, the Department may immediately terminate the contract with no obligation to replace the resource with a resource from the same Contractor or to pay any invoice for work undertaken by this resource.
9. This contract only has force or effect for as long as the Security Screening at the level of **Secret** is valid. During the lifetime of this contract, if the Security Screening issued prior to the commencement of the work, be suspended or revoked the contract shall be terminated immediately and the Contractor shall have no claim against Her Majesty or the Minister as a result of the termination. The



Contractor shall be paid for satisfactory work performed up to the time of termination pursuant to the terms of the Contract.

10. The Contractor must comply with the provisions of the:

- a) Policy on Government Security <https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=16578> and
- b) Security Requirements Agreement, attached as Annex: D.

11. The Company Security Officer must ensure through the Contract Security Program that the Offeror and individual(s) hold a valid security clearance at the required level.

### **7.3 Standard Clauses and Conditions**

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

#### **7.3.1 General Conditions**

2005 (2022-12-01) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

### **7.4 Term of Standing Offer**

#### **7.4.1 Period of the Standing Offer**

The period for making call-ups against the Standing Offer is from date of award to March 31, 2025.

#### **7.4.2 Extension of Standing Offer**

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

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority 30 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

#### **7.4.3 Comprehensive Land Claims Agreements (CLCAs)**

The Standing Offer (SO) is for the delivery of the requirement detailed in the SO to the Identified Users across Canada, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to locations within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the standing offer.

## 7.5 Authorities

### 7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Christine Madore  
Title: Senior Procurement Expert  
Indigenous Services Canada  
Directorate: Material and Assets Management Directorate  
Address: 10 Wellington Street, Gatineau, Quebec, K1A 0H4

Telephone: 873-354-1376  
E-mail address: [christine.madore@sac-isc.gc.ca](mailto:christine.madore@sac-isc.gc.ca)

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

### 7.5.2 Departmental Authority (INSERT AT SOA AWARD)

The Departmental Authority for the Standing Offer is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_  
Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_  
E-mail address: \_\_\_\_\_

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

### 7.5.3 Project Authority

The Project Authority for the Standing Offer is identified in the call-up against the Standing Offer.

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up against the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

### 7.5.4 Offeror's Representative (INSERT AT SOA AWARD)

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_  
Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_  
E-mail address: \_\_\_\_\_

## 7.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a 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.

## 7.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Indigenous Services Canada.

## 7.8 Number of Standing Offers

A maximum of three (3) Standing Offers will be issued.

## 7.9. Call-up Procedures

### 7.9.1 Call-up Allocation

7.9.1.1 For Call-ups against a Standing Offer valued at \$25,000 or less (applicable taxes included) the Project Authority will select the Offeror that best meets the Department's needs.

7.9.1.2 For Call-ups against a Standing Offer valued in excess of \$25,000 (applicable taxes included), services will be called up by the Standing Offer Authority on a right of first refusal basis based on best value ranking.

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

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

### 7.9.2 Call-up Procedures

7.9.2.1 Offerors will be contacted directly as described in 7.9.1.1 or on a right of first refusal basis as described in 7.9.1.2 above.

7.9.2.2 The Project Authority will provide the Offeror with details of the Work activities to be performed within the scope of this Standing Offer including a description of the deliverables/reports to be submitted.

7.9.2.3 The Offeror will prepare and submit a proposal for the Work as required by the Project Authority. The proposal shall include a cost quotation established by utilizing the applicable rates as shown in the Basis of Payment, Annex "B", a schedule indicating completion dates for major Work activities and submission dates for deliverables/reports with supporting details. The proposal must be submitted to the Project Authority within three (3) business days of receiving the request.

7.9.2.4 Failure by the Offeror to submit a proposal in accordance with the time frame specified in 7.9.2.3 above will be interpreted as the Offeror being unable to perform the services and will result in the setting aside of the Offer. The Offeror will then be by-passed and the Project Authority will send

the request to the next best suited Offeror (requirements valued at \$25,000 or less - applicable taxes included) or, the next ranked Offeror (requirements valued in excess of \$25,000 - applicable taxes included). This process will continue until the requirement can be fully addressed by an Offeror. Should no Offeror be able to provide the services requested, Canada reserves the right to procure the specified services by other contracting methods.

7.9.2.5 The Standing Offer Authority and the Project Authority reserve the right to request references from the available Offeror to conduct a reference check to verify the accuracy of similar work previously performed. Should the reference(s) provide negative feedback in relation to the information provided, the Project Authority reserves the right to go to the next ranked Offeror.

7.9.2.6 Upon acceptance by the Project Authority of the Offeror's proposal for the services, the Offeror will be authorized by the Standing Offer Authority to proceed with the Work through the issuance of a duly completed and signed Call-up against a Standing Offer.

7.9.2.7 The Offeror shall not commence Work until the Call-up against a Standing Offer has been signed by the Standing Offer Authority. The Offeror acknowledges that any and all Work performed in the absence of a Call-up against a Standing Offer Agreement signed by the Standing Offer Authority will be undertaken at the Offeror's own risk, and Canada shall not be liable for payment therefor.

#### **7.10 Call-up Instrument**

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

#### **7.11 Limitation of Call-ups - Removed**

#### **7.12 Financial Limitation**

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

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or four (4) months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

#### **7.13 Priority of Documents**

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2022-12-01), General Conditions: Standing Offers - Goods or Services;
- d) the general conditions 2010B (2022-12-01), General Conditions: Professional services (medium complexity);
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) Annex C, Security Requirements Check List;
- h) Annex D, Security Requirements Agreement; and

- i) the Offeror's offer dated \_\_\_\_\_ (*insert date of offer*), (*if the offer was clarified or amended, insert at the time of issuance of the offer: "as clarified on \_\_\_\_\_" or "as amended on \_\_\_\_\_" and insert date(s) of clarification(s) or amendment(s) if applicable*).

## **7.14 Certifications and Additional Information**

### **7.14.1 Compliance**

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

### **7.14.2 Federal Contractors Program for Employment Equity - Setting aside (Removed)**

### **7.14.3 SACC Manual Clauses**

SACC Manual clause [M3020C](#) (2016-01-28) Status of Availability of Resources - Standing Offer

SACC Manual clause [A7017C](#) (2008-05-12) Replacement of Specific Individuals

### **7.15 Applicable Laws**

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

## **B. RESULTING CONTRACT CLAUSES**

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

### **7.1 Statement of Work**

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

### **7.2 Standard Clauses and Conditions**

#### **7.2.1 General Conditions**

[2010B](#) (2022-12-01), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract with the following adaptations:

a) Reference to Public Works and Government Services Canada (PWGSC) are replaced by the Indigenous Services Canada (ISC); and

b) Section 10, Subsection 1 is amended as follows:

Delete: "Invoices must be submitted in the Contractor's name. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery."

Insert: "Invoices must be submitted by Email to the Project Authority in the Contractor's name. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery."

c) Section 10, Subsection 2, paragraph a. is amended as follows:

Delete: "the date, the name and address of the client department, item or reference numbers, deliverable/description of the Work, contract number, Client Reference Number (CRN), Procurement Business Number (PBN), and financial code(s)"

Insert: "the contract title and number, the date, deliverables/description of the Work and financial code(s)"

### **7.3 Term of Contract**

#### **7.3.1 Period of the Contract**

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

#### **7.3.2 Delivery Date**

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

### **7.4 Proactive Disclosure of Contracts with Former Public Servants**

By providing information on its status, with respect to being a former public servant in receipt of a [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.

## **7.5 Payment**

### **7.5.1 Basis of Payment**

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

### **7.5.2 Limitation of Expenditure - Professional Fees**

For the work described in the Statement of Work in Annex A, the Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the work, as determined in accordance with the Basis of Payment in Annex B, to a limitation of expenditure of \$\_\_\_\_\_ (**INSERT AT SOA AWARD**) and Applicable taxes are extra.

### **7.5.3 Limitation of Expenditure - Travel and Living Expenses**

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

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

All payments are subject to government audit.

**Estimated Cost:** \$ \_\_\_\_\_ (**INSERT AT SOA AWARD**) Applicable taxes included.

### **7.5.4 Canada's Total Liability - Professional Fees and Travel and Living Expenses**

1. Canada's total liability to the Contractor under the Contract must not exceed \$\_\_\_\_\_ (**INSERT AT SOA AWARD**) and Applicable Taxes are extra on Professional Fees only.
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.

### 7.5.3 Method of Payment

One of the following methods of payment will apply to resulting call-up(s):

#### 7.5.3.1 Single Payment

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

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

**OR**

#### 7.5.3.1 Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

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

### 7.5.5 Electronic Payment of Invoices – Call-up

The Contractor accepts to be paid using the following Electronic Payment Instrument:

- a) Direct Deposit (Domestic and International).

### 7.5.6 T1204 – Direct Request by Department

Pursuant to paragraph 221 (1)(d) of the *Income Tax Act*, R.S. 1985, c.1 (5<sup>th</sup> Supp.), payments made by departments and agencies to contractors under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T1204 Government Service Contract Payments slip.

To enable departments and agencies to comply with this requirement, the Contractor must provide Canada, upon request, its business number or Social Insurance Number, as applicable. (These requests may take the form of a general call-letter to contractors, in writing or by telephone).

### 7.6 Invoicing Instructions

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 time sheets to support the time claimed;



- b. a copy of the release document and any other documents as specified in the Contract;
  - c. a copy of the invoices, receipts, vouchers for all travel and living expenses;
2. Invoices must be distributed as follows:
- a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

## 7.7 Insurance

SACC Manual clause [G1005C](#) (2016-01-28) Insurance – No Specific Requirement

## 7.8 SACC Manual Clauses

The Contractor must provide the services of the following person(s) to perform the Work as stated in the Contract: \_\_\_\_\_ (INSERT AT SOA AWARD)

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

## 7.10 Joint Venture

- 7.10.1 The contractor confirms that the name of the joint venture is \_\_\_\_\_ and that it is comprised of the following members: (list all the joint venture members named in the contractor's bid).
- 7.10.2 With respect to the relationship among the members of the joint venture contractor, each member agree, represents and warrants (as applicable) that:
- a. \_\_\_\_\_ has been appointed as the “representative member” of the joint venture contractor and has full authority to act as agent for each member regarding all matters relating to the contract
  - b. By giving notice to the representative member, Canada will be considered to have given notice to all the members of the joint venture contractor
  - c. All payments made by Canada to the representative member will act as a release by all the members
- 7.10.3 All the members agree that Canada may terminate the contract at its discretion if there is a dispute among the members that, in Canada's opinion, affects the performance of the work in any way.
- 7.10.4 All the members are jointly and severally or solitarily liable for the performance of the entire contract.
- 7.10.5 The contractor acknowledges that any change in the membership of the joint venture (that is, a change in the number of members or the substitution of another legal entity for an existing member) constitutes an assignment and is subject of the assignment provisions of the general conditions.

**Note to Offerors:** This Article will be deleted if the Offeror awarded the contract is not a joint venture. If the contractor is a joint venture, this clause will be completed with information provided in its bid.

### **7.11 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**

#### **SW1 - TITLE**

Professional Media Spokesperson Training Services for the Departments of Indigenous Services Canada (ISC) and Crown-Indigenous Relations and Northern Affairs Canada (CIRNAC).

#### **SW2 - OBJECTIVE**

To provide professional media spokesperson training services in English and/or French on an as-and-when requested basis for ISC. The Department intends to award three (3) Standing Offer Agreements.

#### **SW3 - BACKGROUND**

ISC and CIRNAC support Indigenous people (First Nations, Inuit and Metis) and Northerners in their efforts to:

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

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

The ISC Communications and Public Affairs Sector provides communications support to both ISC and CIRNAC.

#### **SW4 - SCOPE OF WORK**

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

#### **SW5 - OUTPUT/DELIVERABLES**

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

- 5.2 The Contractor will provide all technical equipment for video conferencing, their presentation, recordings and playback review (video and audio) for the mock interviews. The Contractor will also provide the following in English and/or French:
- a) Agenda;
  - b) Content in the form of a Training Manual specific to ISC/CIRNAC, including a presentation along with handouts/documents for participant reference in language of training (English and/or French).
  - c) Overview of the media environment including the differences between print, broadcast and social media tips and techniques (as part of the Training Manual) for understanding media trends and dealing with media, including the importance of meeting deadlines, definitions of key terms, such as "sound bites" and "B-roll footage";
  - d) Exercises and scenarios for each participant (as part of the Training Manual);
  - e) Evaluation of participants, including strengths and suggestions for improvement evaluation forms for participant(s); and
  - f) Feedback on candidates and confirmation of satisfactory completion of training to Project Authority in the form of a training certificate due within ten (10) days of completing the training session.
- 5.3 Training sessions may be required for the following ISC and CIRNAC spokespersons:
- Senior government officials (Director to Deputy Minister level);
  - Subject matter experts (all levels); and
  - Indigenous negotiators and their teams.
- 5.4 Training sessions may include:
- a) Media spokesperson preparation;
  - b) Refresher and "dry run" sessions;
  - c) Keynote addresses and/or related public speaking; and
  - d) Theoretical overviews and media best practices.

## **SW6 - TASKS/TECHNICAL SPECIFICATIONS**

- 6.1 The Contractor will provide media spokesperson training sessions as requested by the Project Authority. The services provided by the Contractor must meet the requirements of the ISC Communications and Public Affairs Sector.
- 6.1.1 These requirements include adhering to standards followed by the Department and the Government of Canada. These standards will be provided by the Project Authority through:
- a) Briefing sessions;
  - b) Electronic and print manuals and presentations customized to reflect ISC and/or CIRNAC mandate, issues and themes; and
  - c) Materials or information available from ISC, CIRNAC and elsewhere.
- 6.1.2 Contractor tasks for providing media training services will include:

- a) Performing independent research on best practices and current approaches to media training;
- b) Offering theoretical and practical strategic approaches for addressing critical issues with regard to media requests;
- c) Adhering to instructions provided by ISC staff to ensure compliance with governmental and Departmental communications policies, standards, practices, procedures and guidelines;
- d) Delivering individual (one-one-one) and group training sessions, using one of the following methods of delivery: **\*virtually (online) or in-person (classroom style)\***;  
  
**\*= Training cannot be delivered using a combination of both methods of delivery\***
- e) Providing technical support for their videoconferencing software and equipment. *Network access and Departmental IT support will not be provided.*
- f) Providing translation of manuals, handouts and presentations. Translation services will not be provided.

#### **SW7 - DEPARTMENTAL SUPPORT**

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

- a) Review and approval of content and advance distribution of session materials to participants
- b) Participant name, title, role and contact information
- c) Time, date and format (if virtual)/location (if in person) of proposed training session
- d) Feedback from participants, if received
- e) ISC Communication will schedule the training sessions (on site locations and/or virtual), forward invites and provide reference materials and messaging to the trainers on relevant subjects, where possible.

#### **SW8 - REPORTING AND COMMUNICATIONS**

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

Communications is defined as all reasonable effort to inform the Project Authority of plans, decisions, proposed approaches, implementation and results of work to ensure that work is progressing well and in accordance with expectations. Communications may include (but is not limited to) phone calls, emails and meetings.

Furthermore, the Contractor is to immediately notify ISC of any issues, problems or areas of concern in relation to any work under the Call-up.

#### **SW9 - WORK LOCATION AND TRAVEL**

- 9.1 Most in-person media training will be conducted at ISC's Gatineau, Quebec premises. Contractors will be escorted at all times when on Government of Canada's premises. Online training can be conducted using various virtual platforms (e.g. MS Teams, Zoom, etc.).
- 9.2 Contractors, on an exceptional basis, may be required to travel for specific projects when time frames or client needs make this essential. All travel must be pre-approved by the ISC Communications and Public Affairs Sector.

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

### **SW10 - CONSTRAINTS**

10.1 Due to the nature of the work, the Contractor may be requested to provide media training services on an urgent basis.

10.2 Call-ups under the SO may reflect a requirement for tight deadlines or evening and weekend work. Where circumstances permit, the Contractor will be given as much lead time as possible to prepare for and undertake media training assignments. In addition, and due to the demanding schedules of senior ISC officials, it may be necessary to postpone or cancel training sessions on short notice.

### **SW11 - LANGUAGE OF WORK**

The Contractor must provide client services in English and French.

The resources proposed by the Contractor must be capable of providing services in English, French or in both official languages (English and French) at the Advanced level for Oral Communication, Comprehension and Written Communication. Refer to the Language Proficiency Grid below.

The language of work will be specified under each call-up.

Level	Oral Communication	Comprehension	Written Communication
<p><b>Basic knowledge</b></p>	<p>A person speaking at this level can:</p> <ul style="list-style-type: none"> <li>• ask and answer simple questions;</li> <li>• give simple instructions;</li> <li>• give uncomplicated directions relating to common work situations.</li> </ul>	<p>A person reading at this level can:</p> <ul style="list-style-type: none"> <li>• fully understand very simple texts;</li> <li>• grasp the main idea of texts about familiar topics;</li> <li>• read and understand basic information, such as dates, numbers, or names from relatively more complex texts to perform routine job-related tasks.</li> </ul>	<p>A person writing at this level can:</p> <ul style="list-style-type: none"> <li>• write isolated words, phrases, simple statements or questions on very familiar topics using words indicating the time, place or person.</li> </ul>
<p><b>Intermediate knowledge</b></p>	<p>A person speaking at this level can:</p> <ul style="list-style-type: none"> <li>• hold a conversation on concrete topics; report on actions taken;</li> <li>• give straightforward instructions to employees;</li> <li>• provide factual descriptions and explanations.</li> </ul>	<p>A person reading at this level can:</p> <ul style="list-style-type: none"> <li>• grasp the main idea of most work-related texts;</li> <li>• identify specific details;</li> <li>• distinguish main from secondary ideas.</li> </ul>	<p>A person writing at this level can:</p> <ul style="list-style-type: none"> <li>• deal with explicit information on work-related topics with a sufficient mastery of grammar and vocabulary.</li> </ul>
<p><b>Advanced knowledge</b></p>	<p>A person speaking at this level can:</p> <ul style="list-style-type: none"> <li>• support opinions; and understand and express hypothetical and conditional ideas.</li> </ul>	<p>A person reading at this level can:</p> <ul style="list-style-type: none"> <li>• understand most complex details, inferences and nuances in meaning;</li> <li>• have a good understanding of specialized or less familiar material.</li> </ul>	<p>A person writing at this level can:</p> <ul style="list-style-type: none"> <li>• write texts where ideas are developed and presented in a coherent manner.</li> </ul>

## **SW12 - HOURS OF WORK**

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

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



**ANNEX "B"**

**BASIS OF PAYMENT**

The Contractor will be paid firm per hourly rates as follows, for work performed in accordance with the Contract. Custom duties are included and Applicable Taxes are extra.

<b>Table A - Firm Hourly Rates per Media Spokesperson Training</b>			
<b>Standard Work as per section SW12 of the Statement of Work</b>			
<b>Media Spokesperson Training</b>	<b><u>Initial Period</u></b> <b>Standing Offer Award Date to March 31, 2025</b>  <b>Firm Hourly Rates (CAD\$)</b>	<b><u>Option Year 1</u></b> <b>April 1, 2025 to March 31, 2026</b>  <b>Firm Hourly Rates (CAD\$)</b>	<b><u>Option Year 2</u></b> <b>April 1, 2026 to March 31, 2027</b>  <b>Firm Hourly Rates (CAD\$)</b>
<b>1. Group Training for a maximum of 5 participants on Theory and Practical (3 hours session). Method of delivery:</b>  <b>1.1 Virtual:</b>  <b>1.2 On-site (classroom style):</b>	\$ _____  \$ _____	\$ _____  \$ _____	\$ _____  \$ _____
<b>2. Individual (one-one-one) Training for 1 participant on Theory and Practical (3 hours session). Method of delivery:</b>  <b>2.1 Virtual:</b>  <b>2.2 On-site (classroom style):</b>	\$ _____  \$ _____	\$ _____  \$ _____	\$ _____  \$ _____
<b>3. Update/Refresher Training on Theory and Practical (1 hour session) for one (1) participant. Method of delivery:</b>  <b>3.1 Virtual:</b>  <b>3.2 On-site (classroom style):</b>	\$ _____  \$ _____	\$ _____  \$ _____	\$ _____  \$ _____

<b>Table B - Firm Hourly Rates per Media Spokesperson Training</b>			
<b>Evening Work, Weekend and Statutory Holiday as per section SW12 of the Statement of Work</b>			
<b>Media Spokesperson Training</b>	<b><u>Initial Period</u></b>  <b>Standing Offer Award Date to March 31, 2025</b>  <b>Firm Hourly Rates (CAD\$)</b>	<b><u>Option Year 1</u></b>  <b>April 1, 2025 to March 31, 2026</b>  <b>Firm Hourly Rates (CAD\$)</b>	<b><u>Option Year 2</u></b>  <b>April 1, 2026 to March 31, 2027</b>  <b>Firm Hourly Rates (CAD\$)</b>
<b>1. Group Training for a maximum of 5 participants on Theory and Practical (3 hours session). Method of delivery:</b>  <b>1.1 Virtual:</b>  <b>1.2 On-site (classroom style):</b>	\$ _____  \$ _____	\$ _____  \$ _____	\$ _____  \$ _____
<b>2. Individual (one-one-one) Training for 1 participant on Theory and Practical (3 hours session). Method of delivery:</b>  <b>2.1 Virtual:</b>  <b>2.2 On-site (classroom style):</b>	\$ _____  \$ _____	\$ _____  \$ _____	\$ _____  \$ _____
<b>3. Update/Refresher Training on Theory and Practical (1 hour session) for one (1) participant. Method of delivery:</b>  <b>3.1 Virtual:</b>  <b>3.2 On-site (classroom style):</b>	\$ _____  \$ _____	\$ _____  \$ _____	\$ _____  \$ _____

**Course Cancellation**

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

**(INSERT AT SOA AWARD)**

**Maximum Authorized Professional Fees:** \$ \_\_\_\_\_

**Maximum Authorized Travel and Living Expenses:** \$ \_\_\_\_\_ (Applicable taxes are included)

**Total Authorized Standing Offer Agreement Value:** \$ \_\_\_\_\_ (Applicable Taxes are extra on Professional Fees only)

**ANNEX "C"**

**SECURITY REQUIREMENTS CHECK LIST**



Contract Number / Numéro du contrat <b>1000250697</b> Security Classification / Classification de sécurité UNCLASSIFIED
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**SECURITY REQUIREMENTS CHECK LIST (SRCL)  
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)**

PART A – CONTRACT INFORMATION / PARTIE A – INFORMATION CONTRACTUELLE	
1. Branch / Sector / Directorate / Region / Direction générale / Secteur / Direction / Région Communications and Public Affairs Sector, Public Affairs	2. Contract type / Type de contrat Non-Competitive / Non-compétitif Type : Competitive / Compétitif X Type : RF50
3. Brief Description of Work / Brève description du travail To provide Professional Media Spokesperson Training	
4. Contract Amount / Montant du contrat TBD at SOA Award\$	6. Company Name and Address (for non-competitive contract only) / Nom et adresse de la compagnie (pour les contrats non-compétitifs seulement) :
5. Contract Start and End date / Date de début et de fin du contrat ASAP to / au March 31, 2025	
7. Will the supplier require / Le fournisseur aura-t-il :	
7.1 access to PROTECTED and/or CLASSIFIED information or assets? accès à des renseignements ou à des biens désignés PROTÉGÉS et/ou CLASSIFIÉS?	<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui
7.2 an access card to AANDC premises? besoin d'une carte d'accès aux bureaux d'AANDC?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
7.3 access to the departmental computer network? accès au réseau informatique du Ministère?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
(If the answer is No to all three questions, go to Part D / Si la réponse est Non aux trois questions, allez à la Partie D)	
PART B – SAFEGUARDS OFF-SITE (COMPANY) / PARTIE B – MESURES DE PROTECTION À L'EXTÉRIEUR (COMPAGNIE)	
PHYSICAL INFORMATION / ASSETS / RENSEIGNEMENTS MATÉRIELS / BIENS	
8. Will the supplier be required to receive/store PROTECTED and/or CLASSIFIED information/assets on its site or premises? Le fournisseur sera-t-il tenu de recevoir /entreposer sur place des renseignements/biens PROTÉGÉS et/ou CLASSIFIÉS?	
<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)	
9.1 Will the supplier be required to use its computers, portable media, or IT systems to electronically process/store sensitive information? Le fournisseur sera-t-il tenu d'utiliser ses propres ordinateurs, médias portatifs ou systèmes TI pour traiter/stocker électroniquement des renseignements sensibles?	
<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
9.2 Will the supplier be required to electronically transmit sensitive information to/from the Department or with other parties? Le fournisseur sera-t-il requis de transmettre électroniquement de l'information sensible au/à partir du Ministère ou avec d'autres parties?	
<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
If yes, specify: / Si oui, spécifiez :	
a) Email transmission / Transmission par courrier électronique :	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
b) Other transmission (Secure FTP, Collaboration, etc) / Autre transmission (FTP sécurisé, collaboration, etc) :	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
c) Remote access required to AANDC network (VPN, Citrix) / Besoin de connexion à distance au réseau d'AANDC (VPN, Citrix) :	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
9.3 Will the supplier be required to safeguard COMSEC* information or assets? Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC* ?	
<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
* Handling equipment and measures for secure transmission and emission (cryptographic, secure fax/phone)/ Manipulation de l'équipement et des mesures sécuritaires pour fin de transmission et émissions (cryptographie, téléphone/télécopieur sécuritaire)	

10. SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie	Please refer to question : Veuillez vous référer à la question :	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ		
		A	B	C	CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET
Information /Assets Renseignements/Biens	7.1	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Information /Assets (off site) Renseignements/Biens (extérieur)	8	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Information /Assets (off site) Renseignements/Biens TI (extérieur)	9.1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Transmission – e-mail Transmission TI - courriel	9.2 a)	<input type="checkbox"/>	<input type="checkbox"/>				
IT Transmission – other Transmission TI - autre	9.2 b)	<input type="checkbox"/>	<input type="checkbox"/>				
Remote Access to Network Connexion à distance au réseau	9.2 c)	<input type="checkbox"/>	<input type="checkbox"/>				
COMSEC	9.3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

PART C – PERSONNEL / PARTIE C – PERSONNEL

- 11.1 Personnel Security Screening Level Required:  
Niveau d'enquête de la sécurité du personnel requis :      N/A / Non requis       Reliability/ Fiabilité       Confidential/ Confidentiel       Secret       Top Secret/ Très secret
- 11.2 May unscreened personnel be used for portions of work?  
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?       No Non       Yes Oui      N/A / Non requis
12. Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?  
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?       No Non       Yes Oui



Contract Number / Numéro du contrat

**1000250697**

Security Classification / Classification de sécurité  
UNCLASSIFIED

PART D – AUTHORIZATION / PARTIE D – AUTORISATION

INSERT AT STANDING OFFER AWARD

INSÉRER LORS DE L'ATTRIBUTION DE L'OFFRE À COMMANDES

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité  
Unclassified

Canada

NCR#7087864 - v1

**ANNEX "D"**

**SECURITY REQUIREMENTS AGREEMENT**

Company Name: \_\_\_\_\_

Request for Standing Offer: 1000250697

Standing Offer Number: \_\_\_\_\_

1. **Physical Security Transportation and Safeguard Requirements**

It is important to properly safeguard sensitive information. This will assist in reducing the risk of unauthorized access, disclosure or compromise of **Sensitive** information.

1.1 Physical Safeguards:

The **Protected and/ or confidential and/ or Secret** documents must be safeguarded in a locked security container with access restricted to the contractor only.

	<b>Protected A</b>	<b>Protected B</b>	<b>Confidential/Secret</b>
<b>Container</b>	Key locked container	Dial lock container	Dial lock container
<b>Facility</b>	Restricted access room within office/home	Restricted access room within office/home	Restricted access room within office/home Monitoring system

**Definitions:**

**Protected information:** Information for which unauthorized disclosure, destruction, interruption, removal or modification could reasonably be expected to cause injury to an individual, organization or government which lies outside the national interest.

**Protected A:** Could cause injury. A few examples: Personal data such as names, birth dates, home address and telephone number, linguistic profiles, salary figures, Social Insurance Numbers.

**Protected B:** Could cause serious injury. A few examples: Several Protected A information compiled, business or client information such as: commercial financial, scientific, or technical information, loss of competitive advantage, legal opinion, medical record.

**Classified :Confidential:** Information for which the unauthorized disclosure, destruction, interruption, removal or could cause injury to the national interest.

**Classified: Secret information:** Information for which unauthorized disclosure, destruction, interruption, removal or modification could cause serious injury to the national interest. Example: Cabinet documents.

## 1.2 **Transportation**

### 1.2.1 Transportation of Paper Records:

- **Protected and/ or confidential and/ or Secret** documents must be securely packaged in folders carried in an approved locked briefcase.
- Sensitive information must be kept under the constant control of the contractor, including during meals and during travel.
- While on contractor premises, portable media devices containing sensitive information are equivalent to paper records and are to be physically stored within an appropriate security container such as those listed above.

### 1.2.2 Prevention Tips While in Transit:

- Prior to travel: Make an inventory of information.
- Public Areas: Sensitive information must never be read, displayed, discussed or used in public areas.
- Overnight Stopovers: Information is not to be left unattended.
- Travelling by Car: Locked in trunk while travelling. Never to be left unattended in vehicle.
- Travelling by Air: Bring with you as a carry-on.
- Hotels/Conference Centers: Be careful about sensitive conversations in hotel conference rooms.
- Never use hotel reception staff or devices to fax, receive or copy sensitive information. Ensure all participants have the proper security clearance and the need-to-know.
- In the event a device or a document is lost or stolen, it must be reported immediately to the Department.

### 1.2.3 Discussion:

- Sensitive information must never be read, displayed, discussed or used in public areas.
- Be careful about sensitive conversations in hotel conference rooms. Ensure everyone in the conference room has the proper security screening level, the need-to-know and that the door is closed.
- Do not use a wireless device to discuss sensitive matters. Use a wired telephone to discuss **Sensitive** matters. You can't discuss confidential and/or secret information over the phone.

## 3. Inspection

An authorized representative of the Government shall have the right to inspect, at reasonable intervals, the Contractor's methods and facilities for compliance with the Policy on Government Security requirements and this Agreement. The Contractor shall cooperate with the authorized representative and provide such information as the authorized representative may require in regard to any such inspections. Should the Government determine that the Contractor is not in compliance, it shall submit a written report to the Contractor advising of the deficiencies and follow-up on the deficiencies until they are rectified to the satisfaction of the department.

## 4. Security Costs

The Department shall not be liable for any costs or claims of the Contractor arising out of this Agreement or instructions issued hereunder.



### SECURITY AGREEMENT

I, \_\_\_\_\_ (Contractor) and authorized resources will fulfill the duties as contractor working under standing offer \_\_\_\_\_ and upcoming call-ups against this standing offer, as set out below, to the best of our abilities.

1. Will abide by all of Indigenous Services Canada (ISC) security clauses and requirements included in this contract. Acknowledge receipt and understand these existing clauses and requirements, and promise to familiarize with any amendments to them, forthwith after receipt of such amendments.
2. Understand and agree that information received in the process of performing our duties in relation to this contract is subject to the Policy on Government Security and may be also subject to the Privacy Act, and will remain the property of CIRNAC/ISC. Without the prior written authorization of CIRNAC/ISC or of the person to whom the information relates, this information can only be viewed by myself and authorized resources and may only be used for the purposes of this contract on behalf of CIRNAC/ISC.
3. Agree to notify ISC authorities of any unauthorized access, disclosure or misuse of the sensitive information of which we become aware and will provide full details of the incident immediately noting the corrective action taken to prevent a recurrence of the incident.
4. Understand and agree that any additional resources authorized to perform work under this contract will also abide by all of ISC security clauses and requirements included in this contract.

I, the undersigned, UNDERSTAND, AGREE AND CONSENT TO COMPLY WITH THE ABOVE:

Contractor:

PRINT NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

CIRNAC/ISC Project Authority:

PRINT NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_