



REQUEST FOR PROPOSAL

RETURN BIDS TO:

Bids must be submitted by email and must be submitted ONLY to the following email address:

soumissionbid@sac-isc.gc.ca

REQUEST FOR PROPOSALS

Proposal to DIAND:

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

Title Marketing and outreach tools to communicate with First Nations, Inuit and Métis groups across Canada	
Solicitation Number 1000229789	
Date (YYYYMMDD) 2021-10-18	
Solicitation Closes At 2:00 p.m.	Time Zone Eastern Daylight Time (EDT)
On (YYYYMMDD) 2021-11-12	
Contracting Authority	
Name Christine Madore	
Telephone Number 873-354-1376	
Facsimile Number	
Email Address christine.Madore@sac-isc.gc.ca	
Destination(s) of Services Gatineau, Quebec, Canada	
Security THIS REQUEST DOES NOT INCLUDE SECURITY PROVISIONS	
Instructions: See Herein	
Delivery Required See Herein	
Person Authorized to sign on behalf of Bidder	
Name	
Title	

Bidder
Name
Address
Telephone Number
GST/HST Number
QST Number

Medium Complexity Bid Solicitation and Resulting Contract Template (MC)

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PART 1 - GENERAL INFORMATION

1.1 Summary

Indigenous Services Canada must work with First Nations, Inuit and Métis leaders, communities, and organizations to communicate about urgent/time-sensitive information, particularly COVID-19-related information. Products that the Department intends to distribute include ongoing information about COVID-19 supports and financial benefits, and in particular a series of public service announcements and information to encourage Indigenous Peoples to get vaccinated to protect their health and that of others.

1.2 Statement of Work

The Work to be performed is detailed under Annex A of the resulting contract clauses.

1.3 Security Requirements

There are no security requirements associated with this requirement.

1.4 Period of Resulting Contract

The Contract resulting from this Request for Proposals (RFP) process will be from Contract Award date to March 31, 2022 with two (2) additional one (1) year option period.

1.5 Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

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

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 90 days

2.2 Submission of Bids

Bids (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 Proposals. Transmission of Bids (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 FPSs, bidders must provide the information required in Annex 1, to Part 5 of the Bid Solicitation, before contract award.

2.4 Enquiries - Bid Solicitation

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

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

2.5 Applicable Laws

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

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

2.6 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least **7 days** before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

2.7 Bid Challenge and Recourse Mechanisms

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

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that bidders submit their bid by email in separate attachments as follows:

- Section I: Technical Bid in PDF format.
- Section II: Financial Bid in PDF format.
- Section III: Certifications in PDF format.
- Section IV: Additional Information in PDF format.

Bidders are requested to submit their bid in a single transmission. The total size of the email, including all attachments, must not exceed 10 megabytes (MB). It is solely the Bidder's responsibility to ensure that the total size of the email does not exceed this limit.

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

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) page format; and
- (b) use a numbering system that corresponds to the bid solicitation.

Section I: Technical Bid

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

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

Section II: Financial Bid

3.1.1 Bidders must submit their financial bid in accordance with the Basis of Payment detailed at Annex B of this request for proposals.

The financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period, including option period(s).

All price must be in Canadian Dollars (CAD) and must NOT include applicable taxes.

The financial evaluation will be based on the price per outreach for the Initial Contract Period, including all Option Periods.

3.1.2 Electronic Payment of Invoices – Bid

Indigenous Services Canada (ISC) method of invoices payment is by direct deposit to the Bidder's financial institution of choice.

3.1.3 Exchange Rate Fluctuation

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

Section III: Certifications

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

Section IV: Additional Information

In Section IV of their bid, bidders 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 and facsimile numbers and email address) authorized by the Bidder to enter into communications with Canada with regards to their bid, and any contract that may result from their bid;

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 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.

Attention Bidders: Write beside each of the criteria the relevant page number(s) from your proposal which addresses the requirement identified in the criteria.

Item	Mandatory Technical Criteria	Reference to proposal (Bidder must insert the page #)	Reserved for ISC	
			Pass	Fail
M1	The Bidder must be able to demonstrate proven ability to distribute products widely to First Nations, Inuit and Métis audiences. The bidder must be able to demonstrate the ability to reach at least 75% of <u>First Nations communities</u> in Canada, 75% of <u>Inuit communities in Canada</u> . The bidder must also be able to demonstrate an ability to reach all five Métis National Council governing member organizations.			
M2	The Bidder must have five (5) years of experience in distributing products widely to First Nations, Inuit and Métis audiences. To demonstrate compliance with this requirement, the Bidder must provide the following information for each experience: <ol style="list-style-type: none"> a. Short description of the services provided to the client; b. The duration for which the services were rendered, in the following format (month/year) to (month/year); c. the client reference name, title, organization name, telephone number and email address for whom the services were provided. The Project Authority may contact the client reference to confirm the information provided by the company. <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 references and should one (1) or more named reference provide a</i></p>			

	<i>negative reference regarding the accuracy or veracity of the Bidder's proposal, the proposal will be deemed non-compliant and given no further consideration.</i>			
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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.

Item	Point Rated Technical Criteria	Reference to proposal (Bidder must insert the page #)	Maximum points allocated	Points awarded
R1 Linked to M1	<p>The bidder can demonstrate additional ability to distribute products widely.</p> <p>Points will be awarded as follows:</p> <p>75% to 85% of First Nation and Inuit communities, as well as all Métis National Council Governing Member organizations = 5 points</p> <p>85% + to 95% of First Nation and Inuit communities, as well as all Métis National Council Governing Member organizations = 10 points</p> <p>95% + to 100% of First Nation and Inuit communities, as well as all Métis National Council Governing Member organizations = 15 points</p>		15	
R2 Linked to M2	<p>The Bidder can demonstrate additional experience in distributing products widely to First Nations, Inuit and Métis audiences.</p> <p>Points will be awarded as follows:</p> <p>5 + to 7 years of experience = 5 points</p> <p>7 + to 10 years of experience = 10 points</p> <p>10 + years of experience = 15 points</p>		15	
Total Maximum Points			30	
Minimum Points Required to Pass			10	

4.1.2 Financial Evaluation

SACC Manual clause [A0220T](#) (2014-06-26) Evaluation of Price – Bid

4.2 Basis of Selection - 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 10 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 30 points.
2. Bids not meeting (a) or (b) or (c) 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.
8. In the event of more than one (1) bidder has the same Combined Rating, the bidder with the Highest Technical Merit Score will be ranked higher

The table below illustrates an example

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

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

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

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

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

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder 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](https://www.canada.ca/en/employment-social-development/canada/esdc/labour) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Status and Availability of Resources

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

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

5.2.3.2 Education and Experience

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

5.2.3.3 Annex 1 to Part 5 of the Bid Solicitation – Certification – Former Public Servant

5.2.3.4 Annex 2 to Part 5 of the Bid Solicitation – Certification - Joint Venture (if applicable)

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

6.1.1 There are no security requirements applicable to the Contract.

6.2 Statement of Work

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

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

[2010C](#) (2020-05-28), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

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

6.4.3 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year period under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 15 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Christine Madore
Title: Senior Procurement Expert
Department: Indigenous Services Canada
Directorate: Materiel and Assets Management
Address: 10 Wellington Street, 13th Floor, Gatineau, Quebec K1A 0H4

Telephone: 873-354-1376

E-mail address: christine.Madore@sac-isc.gc.ca

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

6.5.2 Project Authority (IDENTIFIED AT CONTRACT AWARD)

The Project Authority for the Contract is:

Name: _____
Title: _____
Department: _____
Address: _____

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

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

6.5.3 Contractor's Representative (IDENTIFIED AT CONTRACT AWARD)

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

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

6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2019-01](#) of the Treasury Board Secretariat of Canada.

6.7 Payment

6.7.1 Basis of Payment

6.7.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ **(IDENTIFIED AT CONTRACT AWARD)**. Customs duties are and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor

unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75% committed, or
- b. four months before the contract expiry date, or
- c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

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

6.7.3 Method of Payment - 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.

6.7.4 SACC Manual Clauses

[A9117C](#) (2007-11-30) T1204 – Direct Request by Customer Department

6.7.5 Electronic Payment of Invoices – Contract

Method of invoice payment by Indigenous Services Canada (ISC) is by direct deposit to the Contractor's financial institution of choice.

If not registered for direct deposit payments, to enable payment, the Contractor must complete the Electronic Payment Request Form (https://www.aadnc-aandc.gc.ca/DAM/DAM-INTER-HQ/STAGING/texte-text/20-545_1362495227097_eng.pdf) and submit the form to the address provided.

6.8 Invoicing Instructions

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

Each invoice must be supported by:

- a. a copy of the release document and any other documents as specified in the Contract.

2. Invoices must be distributed as follows:

- a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

6.9 Certifications and Additional Information

6.9.1 Compliance

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

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

6.10 Applicable Laws

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

6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2010C (2020-05-28), Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment; and
- (e) the Contractor's bid dated **(IDENTIFIED AT CONTRACT AWARD)**.

6.12 Joint Venture (if applicable)

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).

With respect to the relationship among the members of the joint venture contractor, each member agree, represents and warrants (as applicable) that:

1. _____ 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;
2. By giving notice to the representative member, Canada will be considered to have given notice to all the members of the joint venture Contractor;
3. All payments made by Canada to the representative member will act as a release by all the members.

All the members agree that Canada may terminate the contract in its discretion if there is a dispute among the members that, in Canada's opinion, affects the performance of the work in any way.

All the members are jointly and severally or solidarily liable for the performance of the entire contract.

The contractor acknowledges that any change in the membership of the joint venture (i.e. 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.

6.13 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 PROJECT TITLE

Marketing and outreach tools to communicate with First Nations, Inuit and Métis groups across Canada.

SW2 OBJECTIVE

To communicate urgent/time-sensitive information, particularly COVID-19-related information, to First Nations, Inuit and Métis leaders, communities, and organizations, including media.

SW3 BACKGROUND

The Communications Branch sits within Indigenous Services Canada (ISC) and serves Crown-Indigenous Relations and Northern Affairs Canada (CIRNAC), three Ministers (the Minister of Indigenous Services, the Minister of Crown-Indigenous Relations and the Minister of Northern Affairs), the Deputy Minister and Associate Deputy Minister for CIRNAC and the Deputy Minister and Associate Deputy Minister for ISC. In addition, the Branch supports other government departments in bringing the Indigenous lens on programs across government.

Indigenous Services Canada must work with First Nations, Inuit and Métis leaders, communities, and organizations to communicate about urgent/time-sensitive information, particularly COVID-19-related information. Products that the Department intends to distribute include ongoing information about COVID-19 supports and financial benefits, and in particular a series of public service announcements and information to encourage Indigenous Peoples to get vaccinated to protect their health and that of others.

To distribute these products to First Nations, Inuit and Métis leaders, communities and media, Indigenous Services Canada must use direct marketing and outreach tools.

SW4 TASKS/DELIVERABLES

The contractor must provide the following services on an as needed basis:

- 4.1 Distribute content widely to First Nations, Inuit and Métis communities across Canada using an established database (through public service announcements and hosting services)
- 4.2 Provide an electronic report in PDF or word to the Project Authority on results of distribution of each product distribution, separated by distinctions (i.e. First Nations, Inuit and Métis) and region (overall reach or response rate must be demonstrated.)
- 4.3 Must have ability to host a landing page of some sort for placement/access of copy translated into select Indigenous languages and dialects

SW5 LANGUAGE OF WORK

As a Department of the federal government, ISC is required under the *Official Languages Act* to provide its services in either official language of Canada.

The language of work may be either in English, French or both.

The work will be conducted in English.

SW6 DEPARTMENTAL SUPPORT

The Department will provide communications products in English, French, and sometimes Indigenous languages as well, to be distributed/communicated with First Nations, Inuit and Métis groups across Canada. Communications products will be mainly in Word and PDF format, but also in audio and video.

SW7 WORK LOCATION

The work will be completed at the contractor's premises.

ANNEX "B"
BASIS OF PAYMENT

A – Initial Contract Period: From Contract Award to March 31, 2022

During the period of the Contract, for Work performed in accordance with the Contract, the Contractor will be paid as specified below.

Product/Service	Details	Cost per outreach
Various marketing/outreach products	Posters (pdf and/or hard copy) that can be shared within communities	\$
	Email distribution to First Nation, Inuit and Métis audiences	\$
	Mail out distribution to First Nation, Inuit and Métis audiences	\$
	Tracking and reporting, including proof of delivery and metrics	\$
	Web page preparation and hosting of a landing page for placement/access of copy translated into select Indigenous languages and dialects	\$

A – Initial Contract Period - Total Estimated Cost: \$_____ (IDENTIFIED AT CONTRACT)

B - Option to Extend the Term of the Contract

This section is only applicable if the option to extend the Contract is exercised by Canada.

B1 Extended Contract Period (From April 1, 2022 to March 31, 2023)

During the extended period of the Contract specified below, the Contractor will be paid as specified below to perform all the Work in relation to the Contract extension.

Product/Service	Details	Cost per outreach
Various marketing/outreach products	Posters (pdf and/or hard copy) that can be shared within communities	\$
	Email distribution to First Nation, Inuit and Métis audiences	\$
	Mail out distribution to First Nation, Inuit and Métis audiences	\$
	Tracking and reporting, including proof of delivery and metrics	\$
	Web page preparation and hosting of a landing page for placement/access of copy translated into select Indigenous languages and dialects	\$

B1 - Total Estimated Cost: \$_____ (IDENTIFIED AT CONTRACT)

B - Option to Extend the Term of the Contract

This section is only applicable if the option to extend the Contract is exercised by Canada.

B2 Extended Contract Period (From April 1, 2023 to March 31, 2024)

During the extended period of the Contract specified below, the Contractor will be paid as specified below to perform all the Work in relation to the Contract extension.

Product/Service	Details	Cost per outreach
Various marketing/outreach products	Posters (pdf and/or hard copy) that can be shared within communities	\$
	Email distribution to First Nation, Inuit and Métis audiences	\$
	Mail out distribution to First Nation, Inuit and Métis audiences	\$
	Tracking and reporting, including proof of delivery and metrics	\$
	Web page preparation and hosting of a landing page for placement/access of copy translated into select Indigenous languages and dialects	\$

B2 - Total Estimated Cost: \$_____ (IDENTIFIED AT CONTRACT)

ANNEX "C"

SECURITY REQUIREMENTS CHECK LIST


 Contract Number / Numéro du contrat
1000229789

 Security Classification / Classification de sécurité
Unclassified

 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 Branch	2. Contract type / Type de contrat Non-Competitive / Non-compétitif <input type="checkbox"/> Competitive / Compétitif <input checked="" type="checkbox"/> Type :
3. Brief Description of Work / Brève description du travail <i>Marketing and outreach tools to communicate with First Nations, Inuit and Métis groups across Canada.</i>	
4. Contract Amount / Montant du contrat \$ Identified at Contract Award/Identifié à l'octroi du contrat	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 Contract Award to / au March 31, 2022	
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 checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui
7.2 an access card to AANDC premises? besoin d'une carte d'accès aux bureaux d'AANDC?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui
7.3 access to the departmental computer network? accès au réseau informatique du Ministère?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non 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 <input type="checkbox"/> Yes Non 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 <input type="checkbox"/> Yes Non 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 <input type="checkbox"/> Yes Non Oui
If yes, specify: / Si oui, spécifiez :	
a) Email transmission / Transmission par courrier électronique :	<input type="checkbox"/> No <input type="checkbox"/> Yes Non Oui
b) Other transmission (Secure FTP, Collaboration, etc) / Autre transmission (FTP sécurisé, collaboration, etc) :	<input type="checkbox"/> No <input type="checkbox"/> Yes Non Oui
c) Remote access required to AANDC network (VPN, Citrix) / Besoin de connexion à distance au réseau d'AANDC (VPN, Citrix) :	<input type="checkbox"/> No <input type="checkbox"/> Yes Non 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 <input type="checkbox"/> Yes Non 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)	

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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 type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input 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 1000229789
Security Classification / Classification de sécurité Unclassified

This signature page will be added upon Contract award.
Cette page de signature sera ajoutée à l'octroi du contrat.

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité Unclassified
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The word "Canada" in a stylized, serif font with a small flag-like element above the 'a'.

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ANNEX "1" to PART 5 OF THE BID SOLICITATION

CERTIFICATION – FORMER PUBLIC SERVANT

2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive. T

Definitions

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

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

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

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

Former Public Servant in Receipt of a Pension

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

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

- a. name of former public servant;

- b. date of termination of employment or retirement from the Public Service.

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

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes () No ()**

If so, the Bidder must provide the following information:

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

Name (printed): _____

Signature: _____

Date: _____

ANNEX "2" to PART 5 OF THE BID SOLICITATION

CERTIFICATION - JOINT VENTURE (IF APPLICABLE)

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).

With respect to the relationship among the members of the joint venture contractor, each member agree, represents and warrants (as applicable) that:

1. _____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;
2. By giving notice to the representative member, Canada will be considered to have given notice to all the members of the joint venture Contractor;
3. All payments made by Canada to the representative member will act as a release by all the members.

All the members agree that Canada may terminate the contract in its discretion if there is a dispute among the members that, in Canada's opinion, affects the performance of the work in any way.

All the members are jointly and severally or solidarily liable for the performance of the entire contract.

The contractor acknowledges that any change in the membership of the joint venture (i.e. 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.

Name (printed): _____

Signature: _____

Date: _____