

**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:**

**Bid Receiving - PWGSC / Réception des
soumissions - TPSGC**

11 Laurier St./11, rue Laurier

Place du Portage, Phase III

Core 0A1 / Noyau 0A1

Gatineau

Québec

K1A 0S5

Bid Fax: (819) 997-9776

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government
Services Canada**

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

**Proposition aux: Travaux Publics et Services
Gouvernementaux Canada**

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

Comments - Commentaires

Title - Sujet TYPESETTING SERVICES OF SCC REPORTS	
Solicitation No. - N° de l'invitation 1N001-122338/A	Date 2013-04-25
Client Reference No. - N° de référence du client 1N001-122338	
GETS Reference No. - N° de référence de SEAG PW-\$\$CW-033-62644	
File No. - N° de dossier cw033.1N001-122338	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-05-10	
Time Zone Fuseau horaire Eastern Daylight Saving Time EDT	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Podlesny, Sebastian	
Buyer Id - Id de l'acheteur cw033	
Telephone No. - N° de téléphone (613) 991-4756 ()	FAX No. - N° de FAX (613) 991-5870
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: SUPREME COURT OF CANADA 301 WELLINGTON ST ATTN: DAVID POWER/PETER O'DOHERTY OTTAWA Ontario K1A0J1 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

Raison sociale et adresse du

fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Communication Procurement Directorate/Direction de
l'approvisionnement en communication

360 Albert St./ 360, rue Albert

12th Floor / 12ième étage

Ottawa

Ontario

K1A 0S5

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

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PART 1 - GENERAL INFORMATION

1. Introduction

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

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

The Annexes include the Statement of Work, the Basis of Payment, the Evaluation Grid, the SCC Tolerance Levels and Credits, and the Performance Rating Form.

2. Summary

The Supreme Court of Canada has a requirement for:

Typesetting, page formatting and page layout services, preparation of page proofs, and page corrections related to each issue of the "Canada Supreme Court Reports". The page layout for the reasons for judgments must be produced in English and French in bilingual side by side format. The SCC also requires preparation of Portable Document Format (PDF) files for each judgment and the preliminary pages and cover to be published, as well as for each completed Part.

The Contract is in effect for a period from the date of award to March 31, 2014 inclusively, with four (4) option periods of one (1) year each.

The requirement is subject to the Agreement on Internal Trade (AIT).

The requirement is limited to Canadian goods and/or services.

Bidders must provide a list of names, or other related information as needed, pursuant to section 01 of Standard Instructions 2003 and 2004.

3. Debriefings

After contract award, 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 of receipt of the results of the bid solicitation process. The debriefing will be in writing.

4. Key Terms

Part/Issue: Each Part consists of reasons for judgment rendered along with summaries (headnotes) of reasons, printed in their entirety, and preliminary pages.

Volume: Each volume consists of three (3) to four (4) Parts/Issues.

Typesetting: Setting up of supplied raw text in the required font, type style, type size, underlining style, kerning, etc. and creation and setting up of rules, pagination, columns, margins and paragraph numbers.

Page Layout/Page Formatting: Alignment of formatted paragraph numbers, pagination, variable header text, rules, text, columns and margins from page to page as per samples from previous publications. Positioning of typeset text and all required elements on the page (including indentations and line spacing) as well as any other related duties.

Raw Text: MS Word file of reasons for judgment as published on Lexum Website on judgment day (<http://csc.lexum.org/decisia-scc-csc/scc-csc/en/nav.do>). No formatting, coding, decoding or cleaning of files is will be conducted by the SCC Project Authority as this is the sole responsibility of the Contractor.

Author's Alterations: Author's alterations are changes to the content of the documents incorporated at the request of the SCC Project Authority. Author's Alterations do not include corrections resulting from issues with the layout, hyphenation or formatting (use of bold, italic etc) that did not exist in the original documents provided to the Contractor. Author's alterations do not include any Contractor errors.

Contractor Error: Deviation from the SCC typesetting, page formatting and page layout requirements as specified in the Annex A Statement of Work and SCC standards for the Canada Supreme Court Reports. Errors include, but are not limited to, corrections resulting from issues with the spelling, hyphenation (line breaks) or formatting (use of bold, italic etc) that did not exist in the original documents provided to the Contractor or in the layout, alignment, spacing, etc. as specified in the Annex A Statement of Work and SCC standards for the Canada Supreme Court Reports. Discrepancies of bold, italics, or underlining between the Contractor supplied proofs or final documents and the PDF file of the raw text (as published on the Lexum Website, <http://csc.lexum.org/decisia-scc-csc/scc-csc/en/nav.do>) are considered Contractor Errors and must be corrected by the Contractor at no additional cost.

PART 2 - BIDDER INSTRUCTIONS

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>) 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 (2012-11-19) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2. Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

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

3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) 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 questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

4. 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.

5. 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 seven (7) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

6. Basis for Canada's Ownership of Intellectual Property

The Supreme Court of Canada has determined that Canada will own any intellectual property arising from the work under the Contract on the following grounds.

Canada has opted to own the intellectual rights of any materials subject to copyright that is created or developed as part of the Work, with the exception of computer software or any documentation pertaining to such software.

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

Canada requests that bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid (three (3) hard copies)

Section II: Financial Bid (one (1) hard copy and one (1) soft copy on CD/DVD/USB)

Section III: Certifications (one (1) hard copy)

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) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Bid

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

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders

Solicitation No. - N° de l'invitation

1N001-122338/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

cw033

Client Ref. No. - N° de réf. du client

1N001-122338

File No. - N° du dossier

cw0331N001-122338

CCC No./N° CCC - FMS No/ N° VME

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

- 1.1** Bidders must submit their financial bid in accordance with the Basis of Payment in Annex "B". The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

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.

1.1 Technical Evaluation

Mandatory and point rated technical evaluation criteria are included in Annex C.

1.2 Financial Evaluation

Financial proposals will be evaluated as follows:

For evaluation purposes only, each price provided for in Annex B - Proposed Basis of Payment will be multiplied by the quantities stated in the bid evaluation spreadsheet. These totals will then be added together for a total evaluated price.

The price of the bid will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded, FOB destination, Canadian customs duties and excise taxes included.

2. Basis of Selection

1. To be declared responsive, a bid must:

- A. comply with all the requirements of the bid solicitation; and
- B. meet all mandatory technical evaluation criteria; and
- C. obtain the required minimum of 36 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 48 points.

2. Bids not meeting A. or B. or C. will be declared non-responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and related documentation to be awarded a contract. Canada will declare a bid non-responsive if the required certifications and related documentation are not completed and submitted as requested.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications, to provide the related documentation or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

1. Mandatory Certifications Required Precedent to Contract Award

1.1 Code of Conduct and Certifications - Related documentation

By submitting a bid, the Bidder certifies as per section 01 of Standard Instructions 2003, for himself and his affiliates, to be in compliance with the Code of Conduct and Certifications clause of the Standard instructions. The related documentation therein required will help Canada in confirming that the certifications are true.

2. Additional Certifications Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

2.1 Federal Contractors Program - Certification

1.The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to contract award. If the Bidder, or, if the Bidder is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the award of the Contract.

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

2.If the Bidder does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Bidder must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.

3.The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

A.() is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;

B.() is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;

C.() is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;

D.() is subject to the FCP, and has a valid certificate number as follows: _____ (e.g. has not been declared an ineligible contractor by HRSDC).

Further information on the FCP is available on the HRSDC Web site.

2.2 Former Public Servant

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

Definitions

For the purposes of this clause, "former public servant" 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 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, 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: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

Work Force Reduction Program

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

Yes () No ()

If so, the Bidder must provide the following information:

a.name of former public servant;

b.conditions of the lump sum payment incentive;

c.date of termination of employment;

d.amount of lump sum payment;

e.rate of pay on which lump sum payment is based;

f.period of lump sum payment including start date, end date and number of weeks;

g.number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.

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

2.3 Canadian Content Certification

This procurement is limited to Canadian services.

The Bidder certifies that:

() the services offered are Canadian services as defined in paragraph 4 of clause A3050T.

For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult Annex 3.6.(9), Example 2, of the Supply Manual.

2.3.1. SACC Manual clause A3050T (2010-01-11) Canadian Content Definition.

2.4 SACC Manual Clause A3010T (2010-08-16) Education and Experience

PART 6 - RESULTING CONTRACT CLAUSES

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

1. Statement of Work

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

2. Standard Clauses and Conditions

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

2.1 General Conditions

2035 (2013-03-21), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

3. Term of Contract

3.1 Period of the Contract

The period of the Contract is from June 3, 2013 to March 31, 2014 inclusive.

3.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to four (4) additional one (1) year period(s) 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 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.

4. Authorities

4.1 Contracting Authority

The Contracting Authority for the Contract is:

Sebastian Podlesny
Supply Officer
Public Works and Government Services Canada
Acquisitions Branch
Communications Procurement Directorate
360 Albert Street
12th Floor

Ottawa ON K1A 0S5

Telephone: 613-991-4756

Facsimile: 613-991-5870

E-mail address: sebastian.podlesny@tpsgc-pwgsc.gc.ca

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

4.2 Project Authority

The Project Authority for the Contract is:

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: ____-____-____

Facsimile: ____-____-____

E-mail address: _____

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

4.3 Contractor's Representative

Name: _____

Telephone : _____

Facsimile: _____

E-mail address: _____

5. 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: 2012-2 of the Treasury Board Secretariat of Canada.

6. Payment

6.1 Basis of Payment

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.

6.2 Limitation of Price

1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____. Customs duties are excluded and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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

A. when it is 75 percent committed, or

B. four (4) months before the contract expiry date, or

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.

6.3 Multiple Payments

SACC Manual clause H1001C (2008-05-12) Multiple Payments

7. Invoicing Instructions

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.

The invoices must be distributed as follows:

(a) The original and one (1) copy must be forwarded to the Project Authority identified under the section entitled "Authorities" of the Contract.

(b) One (1) copy must be forwarded to the Contracting Authority identified under the section Entitled "Authorities" of the Contract.

8. Certifications

8.1 Compliance

Compliance with the certifications and related documentation provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification, provide the related documentation or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

8.2 SACC Manual Clause A3060C (2008-05-12) Canadian Content Certification

8.3 SACC Manual Clause A3010C (2010-08-16) Education and Experience

9. Applicable Laws

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

10. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2035 (2013-03-21), General Conditions - Higher Complexity - Services;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C Evaluation Grid;
- (f) Annex D SCC Tolerance Levels and Credits
- (g) the Contractor's bid dated _____.

11. Insurance

SACC *Manual* clause G1005C (2008-05-12) Insurance

12. SACC Manual Clauses

SACC Manual clause A9117C (2007-11-30) T1204 - Direct Request by Custmor Department

SACC Manual clause D5328C (2007-11-30) Inspection and Acceptance

SACC Manual clause P1014C (2010-01-11) Quality Levels for Typesetting

ANNEX A**STATEMENT OF WORK**

Samples : Sample copies of a previous production are available. Requests are to be directed in writing only to the Contracting Authority. All request for samples must be submitted in writing to the Contracting Authority no later than seven (7) calendar days before the bid closing date.

E-mail: sebastian.podlesny@pwgsc.gc.ca or Fax: 613-991-5870.

A.1 Overview

The decisions rendered by the Supreme Court of Canada (SCC) are published on a continuous basis in English and French in its official report entitled the "*Canada Supreme Court Reports*". Each Part (issue) of the report includes all *reasons for judgments* rendered along with summaries of reasons, printed in their entirety, and preliminary pages. The first "*Canada Supreme Court Reports*" was published in 1877.

Since 2005, three (3) to four (4) volumes have been published annually, each volume consisting of three (3) to four (4) Parts (of approximately 250 pages) which are issued periodically. During the last five (5) years (2008-2012) the average number of pages published annually was 2,600.

A.2 Requirement:

The SCC requires typesetting, page formatting and page layout services, preparation of page proofs and page corrections related to each issue of the "*Canada Supreme Court Reports*". The page layout for the *reasons for judgments* must be produced in English and French in bilingual side by side format. The SCC also requires preparation of Portable Document Format (PDF) files for each judgment and the preliminary pages and cover to be published, as well as for each completed Part.

A.2.1 Project Manager and Designated Replacement

Throughout the period of the Contract and the option periods, the Project Manager assigned to this project must have a designated replacement to take over their assigned tasks in the event of their absence or inability to provide the required services to the SCC.

A.2.2 Material Supplied:

All text will be provided by the SCC Project Authority to the Contractor in electronic format in MS Word (recent versions), raw text (see definition at Key Terms). The Contractor must perform all formatting, coding, decoding or cleaning of files. The SCC will not perform any formatting, coding, decoding, or cleaning of the raw text.

The Contractor must incorporate into the file all necessary styles of codes required to produce the document in its final format. Styles or codes for the pages currently existing may need to be adapted or even developed, if necessary, by the Contractor and approved by the SCC Project Authority.

Exceptionally and when required, halftones, photographs will be supplied for scanning and import into a document. Charts and graphs will be provided by the SCC Project Authority.

The Contractor must provide their own application software and reference materials to complete the desktop publishing requests

A.2.3 Process:

Judgments will be provided to the Contractor by the SCC Project Authority on an ongoing basis, as they are rendered and completed. Each Part contains many judgments and preliminary pages.

A.2.3.1 Initial Production

The SCC Project Authority will work with the Contractor during the first two (2) months of the Contract to fully meet the SCC typesetting, page formatting and page layout requirements as specified in this Annex A Statement of Work and within the SCC tolerance level for typesetting, page formatting and page layout.

At the end of this two (2) month period, the SCC Project Authority will provide the Contractor with a written summary detailing any issues or concerns that must be addressed by the Contractor.

The Project Authority will prepare a formal rating report on each completed SCC typeset document and assign a rating to the Contractor's performance for the services and deliverables. These reports will be completed using the Annex D - Performance Rating Form and will be made available to the Contractor.

A.2.4 Services

The Contractor must provide the following services:

A.2.4.1 Typesetting and page formatting/page layout

The typesetting, page formatting and page layout required must follow the standards established by the SCC and demonstrated in the provided samples from previous productions. The Contractor must review all typeset and formatted text to ensure the requirements of the SCC Project Authority and the standards established by the SCC are met. Changes may occur at any time (e.g. position of paragraphs numbers).

The Contractor must prepare the typesetting, page formatting and page layout of each judgment provided (and halftones as required), merge English and French text in bilingual side-by-side format, add running head, counter numbers, folios and footnotes as required. Each judgment must start at top of new page. For each issue, the Contractor must prepare the typesetting, page formatting and page layout of preliminary pages (the preliminary pages for each issue, excluding the last issue of each volume, consist of the front and back cover, the spine, the title page [Part 1 only], the table of contents/sommaire and the Credits pages). For the last issue of each volume, the Contractor must prepare the typesetting, page formatting and page layout of preliminary pages and produce (for that entire volume) the cumulative table of contents and the *table cumulative des sujets* (Index). For the last issue, the preliminary pages of the entire volume consist of:

- front and back covers
- spine
- credits page
- table of contents / sommaire
- credits page (with Crest)
- list of judges
- liste des juges
- errata
- table of motions / table des requêtes,

- table of judgments
- table des jugements
- table of cases cited
- table de la jurisprudence
- table of statutes and regulations
- table des lois et règlements
- table of treaties
- table des traités
- table of authors / table de la doctrine

The Contractor must review all typeset and formatted text to ensure the page layout requirements of the SCC Project Authority and the standards established by the SCC are met (e.g., paragraphs must always be aligned).

Double-hyphenation must be avoided. The last word of a page must never be hyphenated. As much as possible, in the French text, a hyphenated word must never have fewer than three (3) letters on the following line. Portions of text must always be kept together on the same page (e.g. the Introductory sentence and the judge's name).

Exceptionally and when requested by the SCC Project Authority, the Contractor must incorporate halftones (pictures, graphs or charts) in the document. Scanning and page layout will be required for pictures. Page layout will also be required for charts and graphs, which will be provided by the SCC Project Authority.

The Contractor may be required to format and compile two (2) or more Parts simultaneously.

A.2.4.2 Page proofs, revised page proofs and final proofs

The Contractor must provide page proofs to the SCC Project Authority for approval as follows:

A.2.4.2.1 For each judgment (and preliminary pages) provided by the SCC Project Authority, page proofs must be sent electronically to the SCC Project Authority for approval within five (5) working days of the Contractor being provided with the electronic file where the MS Word file exceeds a total of 200 pages. For MS Word files of 100 to 200 pages, page proofs must be provided to the SCC Project Authority within four (4) working days and for files under 100 pages, within three (3) working days. All approved page proofs are compiled as a Part as per the list provided by the SCC Project Authority.

Proofs of each page are reviewed and approved individually by the SCC Project Authority. The SCC Project Authority will provide approval or will identify any required corrections for each page to the Contractor in writing. Once the pages have been approved by the SCC Project Authority, the Contractor must ensure that there are no changes to the approved pages. Text reflow is not permitted. When text reflow is unavoidable, the Contractor must inform the SCC Project Authority.

A.2.4.2.2: The Contractor must incorporate any corrections identified by the SCC Project Authority and return revised page proofs of the corrected pages within three (3) working days (for files exceeding 200 pages) of identification by the SCC Project Authority and within two (2) working days for files under 200 pages to the SCC Project Authority for approval.

A.2.4.2.3 Subsequent corrections and/or Author's Alterations must be returned to SCC Project Authority within one (1) working day.

A.2.4.2.4 The Contractor must compile all formatted and approved reasons for judgments, summaries of reasons and preliminary pages in a Part (issue), as per a list provided by the SCC Project Authority. The Contractor must produce the cumulative table of contents from the contents section of each issue within two (2) working days.

A.2.4.2.5 Once all sections of a Part are approved, the Contractor must compile and send the sections via e-mail to the SCC Project Authority within one (1) working day of request for each "compiled Part".

A.2.4.2.6 The Contractor must provide corrections, if needed, to the page proofs of the compiled part for approval within one (1) working day of notification in writing by the SCC Project Authority.

A.2.4.2.7 Once final approval has been obtained from the SCC Project Authority, the Contractor must submit final proofs in PDF format to the SCC Project Authority within one (1) working day of approval.

A.2.4.3 Creation of Portable Document Format (PDF) Files

Using the final approved proofs, **the Contractor must create Portable Document Format (PDF) files** for the SCC Project Authority. The PDF file must be transferred electronically to the SCC Project Authority for their records and any other use the SCC deems fit, including the printing of the "*Canada Supreme Court Reports*".

The Contractor must create a set of PDF files for each individual section of the Part as identified by the SCC Project Authority as well as for the full Part. These must be prepared as follows:

- a. Each individual judgment, preliminary page and cover must be submitted to the SCC Project Authority in final approved form.
- b. The full Part as compiled and approved by the SCC Project Authority must be provided in a separate file.

A.2.4.4. Quality Control

Contractor's Responsibilities

The Contractor must perform the Work in accordance with the quality requirements described in the publication entitled *Quality Levels for Typesetting* at <http://www.tpsgc-pwgsc.gc.ca/app-acq/guides/nqc-qlt-eng.html>

The Contractor must ensure that the SCC style guidelines have been followed before providing/returning any page proofs to the SCC Project Authority.

The Contractor is responsible for all work produced under the Contract. The Contractor must review the typesetting, page formatting and page layout on each page before submitting the page proofs for approval. The Contractor must ensure that page proofs submitted to the SCC Project Authority for approval meet SCC requirements and are within SCC tolerance levels for typesetting, page formatting and page layout.

The Contractor must provide a credit for errors exceeding the SCC tolerance level. The credit will be cumulative for each time proofs are submitted for approval. The credit will be calculated as specified in Annex D – Contractor Error.

The Contractor must ensure that the final page proofs and the final PDF files supplied to the SCC Project Authority are error free.

SCC Responsibilities

The SCC Project Authority is responsible for reviewing and accepting the documents submitted by the Contractor for approval and notifying the Contractor of any errors.

Should the SCC Project Authority find Contractor errors in excess of the SCC tolerance level for typesetting, page formatting and page layout in any submitted proofs, the SCC Project Authority will return the complete document (i.e. judgment, reason for judgment, preliminary pages etc..) to the contractor for review and correction at no cost to Canada and for completion in accordance with A.2.4.2 and A.3 of this Annex A Statement of Work.

Should the SCC Project Authority find any Contractor errors in the final proofs (A.2.4.2.7) or in the final PDF file (A.2.4.3) submitted by the Contractor the SCC Project Authority will return the complete document (i.e. judgment, reason for judgment, preliminary pages etc...) to the Contractor for review and correction at no cost to Canada and for completion and return to the SCC Project Authority within one (1) working day.

A.2.4.5 Archive final camera ready artwork

The Contractor must archive the final camera ready artwork (PDF file and approved page proofs) of each judgment and the preliminary pages of each issue for a period of one (1) year unless otherwise instructed in writing by the SCC Project Authority. The Contractor must ensure that there are no changes to the originally approved pages. Text reflow is not permitted. In the case of the Preliminary pages of all parts and with the final Part of each volume, the Preliminary pages inclusive from the *Errata* through *Author's Cited* must be provided to the SCC Project Authority as individual PDF files.

A.3 Completion of volumes at contract end

At the end of the term of the Contract the Contractor must complete the entire volume of any issues/parts started prior to the end of the Contract period. A volume consists of three (3) to four (4) issues/parts.

A.4 Components of Work

All components pertaining to the job, whether supplied by the customer or purchased by or supplied by the contractor, are property of the Crown and must be forwarded prepaid, upon request by the Supreme Court Project Authority with one (1) printed sample of each.

ANNEX "B"

BASIS OF PAYMENT

Bidders must provide pricing in the format specified, for each component identified in this ANNEX "B" - **Financial Proposal / Proposed Basis of Payment. Failure to price one of the components in the format specified will render the proposal non-responsive.**

If pricing is not provided for a component, a price of zero will be assigned for the component and the Bidder will be provided an opportunity to agree with the zero amount. If the Bidder agrees then the Basis of Payment will be considered compliant. However if the bidder disagrees then the proposal will be found non-compliant and no further evaluation will be done.

The Bidder must submit firm, all-inclusive prices, FOB destination, GST/HST extra if applicable. Prices must include all materials and operations (set-up charges, provision of proofs, production to final format, etc.) to supply the final products.

Quantities for evaluation shown in the pricing grid of the Annex "B" pricing schedules are estimates for evaluation purposes only and are not intended to reflect any expectations on behalf of the Government of Canada.

See Excel spreadsheet attached

BIDDERS ARE RESPONSIBLE TO ENTER THEIR PRICES ON THE MS EXCEL SPREADSHEET SUPPLIED TO THEM AND RETURN IT ON CD/DVD/USB ALONG WITH A PRINT OUT OF THE COMPLETED ANNEX B FINANCIAL PROPOSAL WITH THEIR PROPOSAL

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

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ANNEX C

EVALUATION GRID

MANDATORY REQUIREMENTS:

Bidders MUST meet the mandatory criteria of the RFP. No further consideration will be given to bidders not meeting the mandatory criteria. Sub-Contractor's experience **will not be** considered to meet the mandatory criteria.

M.1 Bidders must identify a contact person (Project Manager) who will be responsible for the coordination of all aspects of the work and will be the prime contact for the Project Authority during the contract period.
The Project Manager assigned to this project must have a minimum of two (2) years experience in typesetting/page formatting and page layout.
The Bidder must describe the individual's work history and experience to demonstrate how the Project Manager meets the M.1 mandatory experience requirements.

Met ____

Not Met ____

M2. To demonstrate that the Bidder has the corporate capability to provide the services specified in the Statement of Work, the Bidder must describe their capability to provide all of the following services:

- Typesetting
- Page Formatting/Page Layout

Met ____

Not Met ____

In the case of a Joint Venture, the Bidder must also identify which of the Joint Venture partners is responsible for each service.

<p>M3. The Bidder must demonstrate that he has been contractually bound with a minimum of one (1) external client (outside of the Bidder's own company) within the last five (5) years prior to the closing date of this RFP to provide at least one (1) previous project of similar scope and nature to this requirement.</p> <p>The Contract with a minimum of one (1) external client must be for the typesetting, and page formatting/page of multiple volumes (more than one [1] requiring consistency between volumes) of a publication. For the purposes of this solicitation, publication means a document or report that is formatted with paragraph numbers, pagination, variable header text, rules, text, columns and consistent layout from page to page.</p> <p>During the evaluation no experience gained through internal clients will be accepted or reviewed. To demonstrate this experience, the Bidder must provide all of the following information in a description of the Contract:</p> <ol style="list-style-type: none"> 1. The Contract reference information, 2. The Contract date, 3. A description of the typesetting, page formatting and page layout requirements for the publication supplied under the Contract. 4. The number of volumes for the publication. 	Met ____	Not Met ____
MANDATORY REQUIREMENTS:	Met ____	Not Met ____

For the purposes of the mandatory and point rated criteria the following definitions apply:

- "Bidder" refers to the company submitting the proposal. The bidder submitting the proposal may, however, consist of several firms putting one proposal together as a contractual joint venture. A joint venture is an association of two or more parties who combine their money, property, knowledge, skills, time or other resources in a joint business enterprise agreeing to share the profits and the losses and each having some degree of control over the enterprise. In the case of a joint venture, the combined experience of the parties forming the joint venture will be considered in the evaluation of the experience of the Bidder.
- Internal Client(s)
"Internal client(s)" means clients within the Bidder's own legal entity (or joint venture partnership) and includes the parent, subsidiaries and other affiliates of the Bidder.
- External Client(s)
"External client(s)" means clients exterior to the Bidder's own legal entity (or joint venture partnership) and excludes the parent, subsidiaries or other affiliates of the Bidder.
- Project of similar scope and nature to this requirement
Multiple volumes (more than one [1] volume in each language requiring consistency between volumes) of a legal or court style publication/document that required typesetting and formatting/ page layout.

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RATED REQUIREMENTS:

Only those proposals that first meet the Mandatory Requirements will be considered in the second stage of the evaluation, the Rated Requirements.

To be considered responsive, a proposal must obtain a minimum score of 75% for the rated requirements.

Work performed by Sub-Contractors **will not be** considered to meet the R.1 Rated criteria.

R.1 Test Documents

48 Points Maximum / **36 Points Minimum**

The electronic file (RAW TEXT.docx) will be supplied with the Request for Proposal. All requests for a hard copy sample document must be submitted in writing to the Contracting Authority no later than seven (7) calendar days before the bid closing date.

From the electronic file, Bidders must produce (complete the typesetting/page formatting and page layout for page size 8 1/8" x 9 3/4" **of the provided document**) and submit as part of their bid, a final printed Test sample of the required file, **in the same format (including, but not limited to, all body text, head notes, foot notes, rules, folios, margin numbers, font and underlining styles, type sizes, capitalization, typesetting/page formatting and page layout etc...) as the sample copy from a previous production.**

R.1 Test Documents: Minimum of 36 Points and Up to a maximum of 48 points	
Assessment of Criteria	Points
a. Body Text to match the sample style from a previous production: The Bidder's submitted test sample includes: 3 Points: All required body text. 2 Points: A maximum of two (2) errors or omissions in all of the required body text. 1 Point: A maximum of four (4) errors or omissions in all of the required body. 0 Points: More than four (4) errors or omissions in all of the required body text of the specified pages.	/3
b. Headnotes to match the sample style from a previous production: The Bidder's submitted test sample includes: 3 Points: All required text headnotes text. 2 Points: A maximum of two (2) errors or omissions in all of the required headnotes text. 1 Point: A maximum of four (4) errors or omissions in all of the required headnotes text. 0 Points: More than four (4) errors or omissions in all of the required headnotes text.	/3

<p>c. Creation and Layout of Columns to match the sample provided from a previous production:</p> <p>3 Points: The Bidder's submitted test sample includes all required columns for the specified pages and all of the columns match the formatting and layout of the sample provided from a previous production.</p> <p>2 Points: The Bidder's submitted test sample includes a maximum of one (1) error or omission in the required columns for the pages specified to match the formatting and layout of the sample provided from a previous production.</p> <p>1 Point: The Bidder's submitted test sample includes a maximum of two (2) errors or omissions in the required columns for the pages specified to match the formatting and layout of the sample provided from a previous production.</p> <p>0 Points: The Bidder's submitted test sample includes more than two (2) errors or omissions in the required columns for the pages specified to match the formatting and layout of the sample provided from a previous production.</p>	/3
<p>d. Creation of Rules to match the sample provided from a previous production:</p> <p>3 Points: The Bidder's submitted test sample includes all required rules for the specified pages and all of the rules match the formatting and layout of the sample provided from a previous production.</p> <p>2 Points: The Bidder's submitted test sample includes a maximum of one (1) error or omission in the required rules for the pages specified to match the formatting and layout of the sample provided from a previous production.</p> <p>1 Point: The Bidder's submitted test sample includes a maximum of two (2) errors or omissions in the required rules for the pages specified to match the formatting and layout of the sample provided from a previous production.</p> <p>0 Points: The Bidder's submitted test sample includes more than two (2) errors or omissions in the required rules for the pages specified to match the formatting and layout of the sample provided from a previous production.</p>	/3
<p>e. Pagination to match the sample provided from a previous production:</p> <p>3 Points: The Bidder's submitted test sample includes all required pagination for the specified pages and all of the page numbers match the formatting and layout of the sample provided from a previous production.</p> <p>2 Points: The Bidder's submitted test sample includes a maximum of one (1) error or omission in the required pagination for the pages specified to match the formatting and layout of the sample provided from a previous production.</p> <p>1 Point: The Bidder's submitted test sample includes a maximum of two (2) errors or omissions in the required pagination for the pages specified to match the formatting and layout of the sample provided from a previous production.</p> <p>0 Points: The Bidder's submitted test sample includes more than two (2) errors or omissions in the required pagination for the pages specified to match the formatting and layout of the sample provided from a previous production.</p>	/3
	/3

f. Paragraph numbers to match the sample provided from a previous production:

- 3 Points: The Bidder's submitted test sample includes all required paragraph numbers for the specified pages and all of the paragraph numbers match the formatting and layout of the sample provided from a previous production.
- 2 Points: The Bidder's submitted test sample includes a maximum of one (1) error or omission in the required paragraph numbers for the pages specified to match the formatting and layout of the sample provided from a previous production.
- 1 Point: The Bidder's submitted test sample includes a maximum of two (2) errors or omissions in the required paragraph numbers for the pages specified to match the formatting and layout of the sample provided from a previous production.
- 0 Points: The Bidder's submitted test sample includes more than two (2) errors or omissions in the required paragraph numbers for the pages specified to match the formatting and layout of the sample provided from a previous production.

g. Underlining (including position in relation to type) to match the sample provided from a previous production:

- 3 Points: The Bidder's submitted test sample includes all required underlining for the specified pages and all of the underlining matches the formatting and layout of the sample provided from a previous production.
- 2 Points: The Bidder's submitted test sample includes a maximum of one (1) error or omission in the required underlining for the pages specified to match the formatting and layout of the sample provided from a previous production.
- 1 Point: The Bidder's submitted test sample includes a maximum of two (2) errors or omissions in the required underlining for the pages specified to match the formatting and layout of the sample provided from a previous production.
- 0 Points: The Bidder's submitted test sample includes more than two (2) errors or omissions in the required underlining for the pages specified to match the formatting and layout of the sample provided from a previous production.

/3

h. Alignment from page to page of formatted, rules, headers, columns and margins to match the sample provided from a previous production:

- 3 Points: All of the alignment from page to page of formatted, rules, headers, columns and margins in the Bidder's submitted test sample for the specified pages matches the formatting and layout of the sample provided from a previous production.
- 2 Points: The Bidder's submitted test sample includes a maximum of one (1) error in the alignment from page to page of formatted, rules, headers, columns and margins for the pages specified to match the formatting and layout of the sample provided from a previous production.
- 1 Point: The Bidder's submitted test sample includes a maximum of two (2) errors

/3

<p>in the alignment from page to page of formatted, rules, headers, columns and margins for the pages specified to match the formatting and layout of the sample provided from a previous production.</p> <p>0 Points: The Bidder's submitted test sample includes more than two (2) errors in the alignment from page to page of formatted, rules, headers, columns and margins for the pages specified to match the formatting and layout of the sample provided from a previous production.</p>	
<p>i. Page Breaks to match the sample provided from a previous production:</p> <p>3 Points: All of the page breaks included in the Bidder's submitted test sample for the specified pages match the formatting and layout of the sample provided from a previous production.</p> <p>2 Points: The Bidder's submitted test sample includes a maximum of one (1) error in the required page breaks for the pages specified to match the formatting and layout of the sample provided from a previous production.</p> <p>1 Point: The Bidder's submitted test sample includes a maximum of two (2) errors in the required page breaks for the pages specified to match the formatting and layout of the sample provided from a previous production.</p> <p>0 Points: The Bidder's submitted test sample includes more than two (2) errors in the required page breaks for the pages specified to match the formatting and layout of the sample provided from a previous production.</p>	/3
<p>j. Word Breaks and Hyphenation to match the sample provided from a previous production:</p> <p>3 Points: All of the word breaks and hyphenation included in the Bidder's submitted test sample for the specified pages match the formatting and layout of the sample provided from a previous production.</p> <p>2 Points: The Bidder's submitted test sample includes a maximum of one (1) error in the required word breaks and hyphenation for the pages specified to match the formatting and layout of the sample provided from a previous production.</p> <p>1 Point: The Bidder's submitted test sample includes a maximum of two (2) errors in the required word breaks and hyphenation for the pages specified to match the formatting and layout of the sample provided from a previous production.</p> <p>0 Points: The Bidder's submitted test sample includes more than two (2) errors in the required word breaks and hyphenation for the pages specified to match the formatting and layout of the sample provided from a previous production.</p>	/3
<p>k. Type style (bold/italics) to match the sample provided from a previous production:</p> <p>3 Points: All of the type styles included in the Bidder's submitted test sample for the specified pages match the formatting and layout of the sample provided from a previous production.</p> <p>2 Points: The Bidder's submitted test sample includes a maximum of one (1) error in the required type styles for the pages specified to match the formatting and layout of the sample provided from a previous production.</p>	/3

<p>1 Point: The Bidder's submitted test sample includes a maximum of two (2) errors in the required type styles for the pages specified to match the formatting and layout of the sample provided from a previous production.</p> <p>0 Points: The Bidder's submitted test sample includes more than two (2) errors in the required type styles for the pages specified to match the formatting and layout of the sample provided from a previous production.</p>	
<p>l. Type sizes to match the sample provided from a previous production:</p> <p>3 Points: All of the type sizes used in the Bidder's submitted test sample for the specified pages match the formatting and layout of the sample provided from a previous production.</p> <p>2 Points: The Bidder's submitted test sample includes a maximum of one (1) error in the required type sizes for the pages specified to match the formatting and layout of the sample provided from a previous production.</p> <p>1 Point: The Bidder's submitted test sample includes a maximum of two (2) errors in the required type sizes for the pages specified to match the formatting and layout of the sample provided from a previous production.</p> <p>0 Points: The Bidder's submitted test sample includes more than two (2) errors in the required type sizes for the pages specified to match the formatting and layout of the sample provided from a previous production.</p>	/3
<p>m. Type face (fonts) to match the sample provided from a previous production:</p> <p>3 Points: All of the type face (fonts) used in the Bidder's submitted test sample for the specified pages match the formatting and layout of the sample provided from a previous production.</p> <p>2 Points: The Bidder's submitted test sample includes a maximum of one (1) error in the required type face (fonts) for the pages specified to match the formatting and layout of the sample provided from a previous production.</p> <p>1 Point: The Bidder's submitted test sample includes a maximum of two (2) errors in the required type face (fonts) for the pages specified to match the formatting and layout of the sample provided from a previous production.</p> <p>0 Points: The Bidder's submitted test sample includes more than two (2) errors in the required type face (fonts) for the pages specified to match the formatting and layout of the sample provided from a previous production.</p>	/3
<p>n. Spelling as required for the specified pages:</p> <p>3 Points: No spelling errors in the Bidder's submitted test sample for the specified pages.</p> <p>0 Points: The Bidder's submitted test document includes any spelling errors.</p>	/3
<p>o. Capitalization of text to match the sample provided from a previous production:</p> <p>3 Points: All capitalization of text included in the Bidder's submitted test sample for the specified pages matches the sample provided from a previous production.</p> <p>2 Points: The Bidder's submitted test sample includes a maximum of one (1) error</p>	/3

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<p>in the capitalization of text for the pages specified to match the sample provided from a previous production.</p> <p>1 Point: The Bidder's submitted test sample includes a maximum of two (2) errors in the capitalization of text for the pages specified to match the sample provided from a previous production.</p> <p>0 Points: The Bidder's submitted test sample includes more than two (2) errors in the capitalization of text for the pages specified to match the sample provided from a previous production.</p>	
<p>p. Indentation of text to match the sample provided from a previous production:</p> <p>3 Points: All indentation of text included in the Bidder's submitted test sample for the specified pages matches the formatting and layout of the sample provided from a previous production.</p> <p>2 Points: The Bidder's submitted test sample includes a maximum of one (1) error in the indentation of text for the pages specified to match the formatting and layout of the sample provided from a previous production.</p> <p>1 Point: The Bidder's submitted test sample includes a maximum of two (2) errors in the indentation of text for the pages specified to match the formatting and layout of the sample provided from a previous production.</p> <p>0 Points: The Bidder's submitted test sample includes more than two (2) errors in the indentation of text for the pages specified to match the formatting and layout of the sample provided from a previous production.</p>	/3
<p>Points obtained____/48 multiplied by 100 % =</p>	<p>Percent Total</p> <p>____%</p>
<p>Comments:</p>	

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ANNEX D

SCC TOLERANCE LEVELS AND CREDITS

Contractor Error

Definition: Deviation from the SCC typesetting, page formatting and page layout requirements as specified in the Annex A Statement of Work and SCC standards for the *Canada Supreme Court Reports*. Errors include, but are not limited to, corrections resulting from issues with the spelling, hyphenation or formatting (use of bold, italic etc) that did not exist in the original documents provided to the Contractor or in the layout, alignment, etc... as specified in the Annex A Statement of Work and SCC standards for the *Canada Supreme Court Reports*.

SCC Tolerance Level for Contractor Errors

Contractor Errors must not exceed **20%** based on the number pages containing Contractor Errors and the number of pages for each document.

SCC Tolerance Levels for Typesetting, Page Formatting and Page Layout apply at all stages for approval from initial to final proofs. The following calculations will be performed each time the document is submitted for approval of proofs. The Credit Due quantities will be cumulative for the document being produced based on the total errors above SCC tolerance levels at all stages.

Calculation of SCC Tolerance Level for Contractor Errors

The SCC Tolerance Level for Contractor Errors for each document is calculated as follows:

$$\text{Document Tolerance Level for Contractor Errors}^* = \frac{\text{Number of Pages in the Document}}{\text{Document}} \times 20\%$$

*Rounded up to the next integer if there are any non-zero decimals.

The number of pages in excess of the 20% SCC Tolerance Level for Contractor Errors will determine the total number of pages to be credited.

For Example:

If a document has 240 pages, the number of Page Formatting and/or Page Layout errors cannot exceed 48 pages based on the following calculation:

240 pages x 20% = 48 = SCC Tolerance Level of 48 pages for Contractor Errors

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Calculating the total number of pages exceeding SCC Tolerance Levels

The total number of pages exceeding SCC Tolerance Levels will be calculated by subtracting the document SCC Tolerance Level from Contractor Errors from the Total number of pages with Contractor Errors.

$$\begin{array}{l} \text{Total Number of Pages} \\ \text{Exceeding} \\ \text{SCC Tolerance Level} \\ \text{For Contractor Errors} \end{array} = \begin{array}{l} \text{Total Number of Pages with} \\ \text{Contractor Errors} \end{array} - \begin{array}{l} \text{Document Tolerance Level} \\ \text{for Contractor Errors} \end{array}$$

For Example:

If a document has 240 pages, the number of Page Formatting and/or Page Layout errors cannot exceed 48 pages based on the following calculation:

$$240 \text{ pages} \times 20\% = 48 = \text{SCC Tolerance Level of 48 pages for Contractor Errors}$$

Therefore, if there were 56 pages with Contractor Errors, then the number of pages with Contractor Errors in excess of SCC Tolerance Levels would be eight (8). A credit would be provided for those eight (8) pages.

Calculation of Credits

The Contractor must provide a credit of 50 % of the Contractor's Per Page Rate for the Total Number of Pages exceeding the SCC Tolerance Level for Contractor Errors. The credit will be cumulative for each time proofs are submitted for approval. The credit will be calculated by multiplying together the Contractor's Per Page Rate by the total number of pages exceeding the SCC Tolerance Level for Contractor Error and then multiplying by 50 %:

$$\text{Credit Due} = \begin{array}{l} \text{Contractor's Per} \\ \text{Page Rate} \end{array} \times \begin{array}{l} \text{Total Number of Pages} \\ \text{Exceeding} \\ \text{SCC Tolerance Level} \\ \text{For Contractor Errors} \end{array} \times 50\%$$

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ANNEX E**PERFORMANCE RATING FORM**

Contractor Performance Report		
<div style="display: flex; justify-content: center; align-items: center;"> <div style="border-bottom: 1px solid black; width: 100px; margin-right: 5px;"></div> <div style="margin-right: 5px;">/</div> <div style="border-bottom: 1px solid black; width: 100px; margin-right: 5px;"></div> <div style="margin-right: 5px;">/</div> <div style="border-bottom: 1px solid black; width: 100px;"></div> </div> (DD/MMM/YYYY)		
Date electronic file(s) supplied to Contractor:	(DD/MMM/YYYY)	
Required by date(s):	(DD/MMM/YYYY)	
Completion date:	(DD/MMM/YYYY)	
Brief Description of requirement:		
Type of document (i.e. Judgment)		
Number of pages:	FR:	EN: TOTAL:
Ratings: Indicated by a yes or no response if the Contractor's performance complied with the requirements as stated in the Statement of Work		
Category A) Schedule		Timeline Met?
Page Proofs:	For MS Word files exceeding 200 pages, page proofs were sent electronically to the SCC Project Authority for approval within five (5) working days. For MS Word files of 100 to 200 pages, page proofs were sent electronically to the SCC Project Authority for approval within four (4) working days. For MS Word files of less than 100 pages, page proofs were sent electronically to the SCC Project Authority for approval within three (3) working days.	Yes No
Corrections:	For MS Word files exceeding 200 pages, revised page proofs were sent electronically to the SCC Project Authority for approval within three (3) working days. For MS Word files of 200 pages or less, revised page proofs were sent electronically to the SCC Project Authority for approval within two (2) working days. Subsequent corrections were sent electronically to the SCC Project Authority within one (1) working day.	Yes No Not applicable

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Author's Alterations	Author's Alterations were sent electronically to the SCC Project Authority within one (1) working day.	Yes No Not applicable
Approved Sections:	Compiled and sent the approved sections electronically to the SCC Project Authority within one (1) working day of request for each "compiled Part"	Yes No Not applicable
Corrections to the page proofs of the compiled part:	Corrections to the page proofs of the compiled part were provided, by the Contractor, for approval within one (1) working day of notification in writing by the SCC Project Authority	Yes No Not applicable
Final Proofs:	Final page proofs were provided, by the Contractor, in PDF format to the SCC Project Authority within one (1) working day of approval by the SCC Project Authority.	Yes No Not applicable
Category B) Error Rate		
Compliance with the SCC Tolerance Level for Contractor Errors	SCC Tolerance Level for Contractor Errors: Contractor Errors did not exceed 20% based on the number pages containing Contractor Errors and the number of pages for each document.	Is the number of Pages with Contractor Errors within the SCC Tolerance Level?
		Yes No
	Credit paid for Contractor Errors in Excess of the SCC Tolerance Level for Contractor Errors	\$
Rating	In order to obtain a "MET" notation, the Contractor must meet each of the requirements in Categories A and B (Marked Yes or Not applicable).	Met Not Met
Evaluated	By: _____ Date: _____	
Performance Form		