

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
**Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada**
Pacific Region
401 - 1230 Government Street
Victoria, B.C.
V8W 3X4
Bid Fax: (250) 363-3344

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 NEWSPAPER PRINTING SERVICE | |
| Solicitation No. - N° de l'invitation W0103-146611/A | Date 2013-05-21 |
| Client Reference No. - N° de référence du client W0103-146611 | |
| GETS Reference No. - N° de référence de SEAG PW-\$VIC-210-6241 | |
| File No. - N° de dossier VIC-3-36019 (210) | CCC No./N° CCC - FMS No./N° VME |
| Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-06-06 | |
| Time Zone Fuseau horaire Pacific Daylight Saving Time PDT | |
| F.O.B. - F.A.B. | |
| Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/> | |
| Address Enquiries to: - Adresser toutes questions à: Buchan, Torrey | Buyer Id - Id de l'acheteur vic210 |
| Telephone No. - N° de téléphone (250) 363-3249 () | FAX No. - N° de FAX (250) 363-0395 |
| Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE CFB ESQUIMALT STN FORCES P.O.BOX 17000 VICTORIA British Columbia V9A7N2 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

Public Works and Government Services Canada - Pacific
Region
401 - 1230 Government Street
Victoria, B. C.
V8W 3X4

| | |
|--|--|
| 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. Security Requirement

There is no security requirement associated with this bid solicitation.

2. Statement of Work

The Work to be performed is detailed under Article 2 of the resulting contract clauses.

3. Debriefings

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

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 issued by Public Works and Government Services Canada.

(<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>)

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.

3. 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 Applicable Taxes.

4. 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.

5. Applicable Laws

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

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.

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 - Two (2) hard copy
Section II: Financial Bid - One (1) hard copy
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 are encouraged to:

- 1) use paper containing fibre certified as originating from a sustainably-managed forest and/or 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 explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Applicable taxes must be shown separately.

1.1 SACC Manual Clauses

C3011T (2010-01-11), Exchange Rate Fluctuation

Section III: Certifications

Bidders must submit the certifications required under Annex C.

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.
- (c) The evaluation team will determine first if there are three (3) or more bids with a valid Canadian Content certification. In that event, the evaluation process will be limited to the bids with the certification; otherwise, all bids will be evaluated. If some of the bids with a valid certification are declared non-responsive, or are withdrawn, and less than three responsive bids with a valid certification remain, the evaluation will continue among those bids with a valid certification. If all bids with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other bids received will be evaluated.

1.1 Technical Evaluation

1.1.1 Mandatory Technical Criteria

| MANDATORY CRITERIA | YES/NO |
|--|--------|
| Bidder must ascertain in their proposal that they can meet the production schedule. Delivery of approximately 4,000 to 5,000 papers and potential inserts no later than 0700 Mondays to CFB Esquimalt. If Monday is a statutory holiday the delivery would take place on the next working day. The pickup of insertions by the Contractor will be no later than noon on Thursday at CFB Esquimalt. | |

1.1.2 Point Rated Technical Criteria

Bidders' proposals must state their approach and proposed methodology to meet the requirement, the degree of success expected, and any major difficulties that are anticipated and the measures that would be taken to rectify such problems. Bidders must ensure the proposal contains sufficient detail to demonstrate your grasp of the requirement and your competence to meet it.

| % of pts available | Information and content provided is... |
|---------------------------|---|
| UNSATISFACTORY 0-30 % | insufficient for any evaluation of the services offered. |
| POOR 31-59% | insufficient for effective evaluation and is considered not acceptable for meeting the services requirements. |
| FAIR 60-69% | minimal and is considered to be less than acceptable for meeting the services requirements. |
| GOOD 70-79% | sufficient for evaluation. Services offered are average and will meet the performance of the requirement. |
| VERY GOOD 80-90% | more than sufficient for effective evaluation. Services offered are of above average and will more than meet the requirement. |
| EXCELLENT 91-100% | Exceptional. Services offered exceed the performance requirements. |

| | RATED CRITERIA | MAXIMUM ATTAINABLE POINTS 100 POINTS |
|-----------|---|---|
| A. | Company Organization and Experience | 65 Points Total |
| 1 | Relevant experience, expertise and background of the organization and delivery of like services of a similar scope and size. Bidders should provide details for three (s) project examples, including work descriptions, dollar value, contact names and numbers. This relates to the firms experience only. Bidders should include three (3) customer references with the above information. | 30 points |
| 2 | Bidders should identify their firms printing equipment, software/publishing programs, facilities, and delivery systems necessary to provide the referenced service. | 20 points |
| 3 | Quality Assurance/Quality Control: The bidder should clearly outline their approach to quality control with regard to handling potential problems during the contract. | 15 points |
| B. | Management/Personnel Experience | 35 Points Total |
| 1 | Project Manager (PM): The Bidder should demonstrate relevancy of experience and provide complete details for the management of similar projects, this should include a resume showing qualifications, years of experience, trade affiliations, accreditation's, other relevant training and certificates demonstrating their direct experience and training. | 20 points |
| 2 | Personnel: The Bidder should provide the name of personnel who will be assigned to this requirement, their qualifications, years of experience, trade affiliation(s), accreditation's), and other relevant training. Bidder should also advise of availability of back-up resources if required. | 15 points |

1.2 Financial Evaluation

SACC Manual Clause A0220T (2013-04-25), Evaluation of Price

2. Basis of Selection - Highest Combined Rating of Technical Merit and Price

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 of 70 points overall for the technical evaluation criteria which are subject to point rating.
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 60 % for the technical merit and 40 % 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 60 %.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40 %.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 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 (60%) and Price (40%) | | | | |
|---|------------------------------|-----------------------------|----------------------------|----------------------------|
| | | 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 | $115/135 \times 60 = 51.11$ | $89/135 \times 60 = 39.56$ | $92/135 \times 60 = 40.89$ |
| | Pricing Score | $45/55 \times 40 = 32.73$ | $45/50 \times 40 = 36.00$ | $45/45 \times 40 = 40.00$ |
| Combined Rating | | 83.84 | 75.56 | 80.89 |
| Overall Rating | | 1st | 3rd | 2nd |

PART 5 - RESULTING CONTRACT CLAUSES

1. Security Requirement

There is no security requirement applicable to this Contract.

2. Statement of Work

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

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

3.1 General Conditions

2010C (2013-04-25), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

4. Term of Contract

4.1 Period of the Contract

The period of the Contract is from July 1, 2013 to June 30, 2014 inclusive.

4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to one additional one-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 sixty (60) 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.

4.3 Shipping Instructions - DDP

Goods must be consigned and delivered to the destination specified in the contract: Incoterms 2000 "DDP Delivered Duty Paid" - The Lookout, 1522 Esquimalt Road, CFB Esquimalt, Victoria, BC, Canada.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Torrey Buchan
 Title: Supply Officer
 Department: Public Works and Government Services Canada
 Branch: Acquisitions Branch
 Address: 401 - 1230 Government Street
 Victoria, BC V8W 3X4
 Telephone: 250-363-3249
 Facsimile: 250-363-0395
 E-mail address: Torrey.Buchan2@pwgsc-tpsgc.gc.ca

In the event you are unable to contact the above noted Authority, please contact:
PAC.VICCA@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.

5.2 Project Authority

The Project Authority for the Contract is provided in the finalized Contract.

Name: _____

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.

5.3 Contractor's Representative

Supplier is to complete table below and submit with their bid.

| Contact for: | Name | Telephone | Email |
|--------------------|------|-----------|-------|
| Contracting issues | | | |
| Technical issues | | | |
| Invoicing issues | | | |

6. Proactive Disclosure of Contracts with Former Public Servants (if applicable)

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.

7. Payment

7.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices as specified in Annex B. Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

7.2 Limitation of Expenditure

7.2.1 Canada's total liability to the Contractor under the Contract must not exceed \$ _____.
Customs duties are included and Applicable taxes are extra, if applicable.

7.2.2 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.

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

7.3 Multiple Payments

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

7.4 SACC Manual Clauses

C2000C (2007-11-30), Taxes - Foreign-based Contractor (*if applicable*)

8. 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.

Invoices must be distributed as follows:

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

9. Certifications

9.1 Compliance with the certifications 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 or 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.

9.2 SACC Manual Clauses

A3060C (2008-05-12), Canadian Content Certification

10. Applicable Laws

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

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 (2013-04-25), General Conditions - Services (Medium Complexity);
- (c) Annex A, Statement of Work;

-
- (d) Annex B, Basis of Payment;
 - (e) Annex C, Certification;
 - (f) Annex D, Insurance Requirements;
 - (g) the Contractor's bid dated _____.

12. SACC Manual Clauses
A9062C (2011-05-16), Canadian Forces Site Regulations

13. Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex D. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

ANNEX A

STATEMENT OF WORK

Background

The Department of National Defence requires the services of a printing company to print the weekly Canadian Forces Base Esquimalt newspaper, known as the Lookout.

Scope

The Lookout currently prints 51 times per year, and may be reduced to 50 times per year depending on operational requirements. Contractor must meet the proposed production schedule. Delivery of approximately 4,000 to 5,000 papers and potential inserts no later than 0700 Mondays to CFB Esquimalt. If Monday is a statutory holiday the delivery would take place on the next working day. The complete production file will be uploaded to the press FTP site by 4 p.m. on Friday for the Monday distribution. Contractor is responsible to pick up inserts no later than Thursday afternoons at CFB Esquimalt, as required.

Tasks

1. Print a 12 to 32 page paper weekly with process colour on one web. The offered services must have the ability to add more webs of colour, up to the entire newspaper. The paper size is 11 3/8 x 14.5" – Printed image size is 10 1/4 x 13.5"
2. Delivery of 4,000 - 5,000 papers with potential inserts is required no later than 0700 Mondays to CFB Esquimalt Naden. If Monday is a statutory holiday, the delivery would take place on the next working day. Currently the paper is published 51 times per year. This may be reduced to 50 depending on operational requirements.
3. Occasionally, there may be an increase in the number of papers. Contractor is required to provide an individual cost for overrun in 1,000 increments.
4. The pickup of insertions will be no later than Thursday at noon at CFB Esquimalt, as required. It is the responsibility of the Contractor (Press) to pickup inserts at CFB Esquimalt. DND will not be responsible for making any arrangements for delivery of inserts to the Contractor's plant.
5. Contractor will require the following:
 - a) Acceptance of a PDF or InDesign Creative Suite file supplied online. Contractor must have the ability and willingness to upgrade programs when the Lookout does in order to be compatible.
 - b) Acceptance of art and photos in Acrobat 7, Photoshop Creative Suite, and the Illustrator Creative Suite.
 - c) Acceptance and ability to utilize Macintosh fonts.
 - d) Proofread and identify problems before the digital file is ripped - for example - are all the headlines in place? Is there a missing ad? Are there spaces that look like there should be something in them? The Contractor must be prepared to contact the Project Authority and work out the errors over the phone.

-
- e) Contractor will flat fold the Lookout, plus provide approximately 800 quarter fold Lookouts for their mail out.
6. Contractor is to provide file output from the uploaded PDF on paper stock, 52 gram Electrabrite, and meet the occasional requirement 62g Electrabrite.
 7. Contractor will sort and bundle papers and inserts based on supplied top sheets.
 8. Contractor must be able to do a second section, anywhere from 4 to 20 pages, on either 52 or 62 gram Electrabrite (cost required separately).
 9. Invoicing - if a special project is being printed as an insertion, it is mandatory that the Lookout be invoiced separately.
 10. If a weekly run of newspapers contains registration errors, the Contractor shall **NOT** be compensated for that week's newspaper run.

Client Support

DND will ensure that flyer insertions are ready for pick up by noon on Thursday.

DND will upload the complete production file to the Press FTP site no later than 16:00 PST each Friday.

Deliverables

The deliverables include 4,000 – 5,000 flat-fold newspapers with flyer inserts, and 800 of which are quarter-fold, delivered to a designated location at CFB Esquimalt Naden no later than 0700 PST Mondays. Bundles of newspapers must be wrapped in plastic or other suitable material to protect the papers from the elements.

ANNEX B**BASIS OF PAYMENT**

For the period of this contract, the Contractor shall be paid firm, all inclusive prices upon delivery and acceptance of services at the specified rates shown below. The rates include all labour, overhead, fringe benefits, direct and indirect costs, photocopying, courier charges, telephone/facsimile charges, general administration fees, equipment/material charges, computer disks, travel expenses, travel time and profit.

1. In accordance with Annex "A", for the services required in the production of **one** "LOOKOUT" edition. Includes one web of process colour.

| 4,000 copies (52 Electrabrite) | Lot price (firm) per edition | |
|---------------------------------------|-------------------------------------|--------------------|
| | Year One | Option Year |
| 12 pages | \$ | \$ |
| 16 pages | \$ | \$ |
| 20 pages | \$ | \$ |
| 24 pages | \$ | \$ |
| 28 pages | \$ | \$ |
| 32 pages | \$ | \$ |
| 36 pages | \$ | \$ |
| 5,000 copies (52 Electrabrite) | Lot price (firm) per edition | |
| | Year One | Option Year |
| 12 pages | \$ | \$ |
| 16 pages | \$ | \$ |
| 20 pages | \$ | \$ |
| 24 pages | \$ | \$ |
| 28 pages | \$ | \$ |
| 32 pages | \$ | \$ |
| 36 pages | \$ | \$ |
| 4,000 copies (62 Electrabrite) | Lot price (firm) per edition | |
| | Year One | Option Year |
| 12 pages | \$ | \$ |
| 16 pages | \$ | \$ |
| 20 pages | \$ | \$ |
| 24 pages | \$ | \$ |
| 28 pages | \$ | \$ |
| 32 pages | \$ | \$ |
| 36 pages | \$ | \$ |
| 5,000 copies (62 Electrabrite) | Lot price (firm) per edition | |
| | Year One | Option Year |
| 12 pages | \$ | \$ |
| 16 pages | \$ | \$ |
| 20 pages | \$ | \$ |
| 24 pages | \$ | \$ |
| 28 pages | \$ | \$ |
| 32 pages | \$ | \$ |
| 36 pages | \$ | \$ |

2. Cost of one second section (4 to 20 pages):

| 4,000 copies (52 Electrabrite) | Lot price (firm) | |
|--------------------------------|------------------|-------------|
| | Year One | Option Year |
| 4 pages | \$ | \$ |
| 8 pages | \$ | \$ |
| 12 pages | \$ | \$ |
| 16 pages | \$ | \$ |
| 20 pages | \$ | \$ |
| 5,000 copies (52 Electrabrite) | Lot price (firm) | |
| | Year One | Option Year |
| 4 pages | \$ | \$ |
| 8 pages | \$ | \$ |
| 12 pages | \$ | \$ |
| 16 pages | \$ | \$ |
| 20 pages | \$ | \$ |
| 4,000 copies (62 Electrabrite) | Lot price (firm) | |
| | Year One | Option Year |
| 4 pages | \$ | \$ |
| 8 pages | \$ | \$ |
| 12 pages | \$ | \$ |
| 16 pages | \$ | \$ |
| 20 pages | \$ | \$ |
| 5,000 copies (62 Electrabrite) | Lot price (firm) | |
| | Year One | Option Year |
| 4 pages | \$ | \$ |
| 8 pages | \$ | \$ |
| 12 pages | \$ | \$ |
| 16 pages | \$ | \$ |
| 20 pages | \$ | \$ |

3. Additional Costs

| Description | Price (firm) | |
|--|--------------|-------------|
| | Year One | Option Year |
| One additional web of process colour (covers 4 mating pages) | \$ | \$ |
| Costs associated with flyer inserts (no applicable size restrictions or limitations) Per 1000 Inserts | \$ | \$ |
| Corrections to digital files (under ½ hour) | \$ | \$ |
| Corrections to digital files (over ½ hour), Per Hour | \$ | \$ |
| Sub-total | | |

Solicitation No. - N° de l'invitation

W0103-146611/A

Amd. No. - N° de la modif.

File No. - N° du dossier

VIC-3-36019

Buyer ID - Id de l'acheteur

vic210

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

W0103-146611

CCC No./N° CCC - FMS No/ N° VME

Evaluated Total:

Sub-total 'Year One' + Sub-total 'Option Year'

The financial bid shall be evaluated based upon the aggregate total of the rates for the duration of the contract and the option year.

The bidder must provide pricing for each of the line items above. Failure to do so will result in the bid being non-compliant and rejected.

ANNEX C

CERTIFICATION

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications 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 or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

1. 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.

1.1 Code of Conduct Certifications

By submitting a bid, the Bidder certifies that the Bidder and its affiliates are, in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Bid of Standard Instructions 2003. The related documentation therein required will assist Canada in confirming that the certifications are true.

1.2 Federal Contractors Program - Certification

Suppliers who are subject to the Federal Contractors Program (FCP) and have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive federal 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.

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;
- d. () has not been declared an ineligible contractor by HRSDC, and has a valid certificate number as follows: _____ .

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

1.3 Canadian Content Certification

This procurement is conditionally limited to Canadian goods and Canadian services.

Subject to the evaluation procedures contained in the bid solicitation, bidders acknowledge that only bids with a certification that the goods and services offered are Canadian goods and Canadian services, as defined in clause A3050T, may be considered.

Failure to provide this certification completed with the bid will result in the goods and services offered being treated as non-Canadian goods and non-Canadian services.

The Bidder certifies that:

() a minimum of 80 percent of the total bid price consist of Canadian goods and Canadian services as defined in paragraph 5 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.

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

ANNEX D

INSURANCE REQUIREMENTS

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - l. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.

m. Litigation Rights: Pursuant to subsection 5(d) of the *Department of Justice Act*, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,
284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:

Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement by the Contractor's insurer and the plaintiff(s) that would result in the dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.