

**SET-ASIDE FOR ABORIGINAL BUSINESS
REQUEST FOR NATIONAL MASTER SUPPLY ARRANGEMENT
WEB PRINTING**

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PART 1 - GENERAL INFORMATION

1. Introduction

The Request for Supply Arrangements (RFSA) is divided into six parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Supplier Instructions: provides the instructions applicable to the clauses and conditions of the RFSA;
- Part 3 Arrangement Preparation Instructions: provides suppliers with instructions on how to prepare the arrangement to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the arrangement, the security requirement, if applicable, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided; and
- Part 6 6A, Supply Arrangement, 6B, Bid Solicitation, and 6C, Resulting Contract Clauses:
 - 6A, includes the Supply Arrangement (SA) with the applicable clauses and conditions;
 - 6B, includes the instructions for the bid solicitation process within the scope of the SA;
 - 6C, includes general information for the conditions which will apply to any contract entered into pursuant to the SA.

The Annexes include the Statement of Work, Point Rated Criteria, Requirements for the Set-Aside Program for Aboriginal Business and Usage Reports.

2. Summary

This procurement is set aside under the federal government's Procurement Strategy for Aboriginal Business (PSAB) as detailed in Annex 9.4 of the Supply Manual entitled "Requirements for the Set-Aside Program for Aboriginal Business".

The objective of the Supply Arrangement is to provide Federal Government Departments and Agencies with high quality printing services for the provision of large quantities of printed products such as publications, newsletters, newspapers, brochures, posters, etc at a competitive price.

The Identified Users will utilize the Supply Arrangement for requirements up to \$100,000.00. Any requirement exceeding \$100,000.00 will be sent to PWGSC for competitive tendering.

Identified Users will include various Federal government departments and agencies for the following Regions:

Region 1 - Atlantic; Region 2 - Quebec; Region 3 - Ontario (*except NCR*); Region 4 - Western; Region 5 - Pacific.

NOTE: The National Capital Region (NCR) is an official federal designation for the Canadian capital of Ottawa, Ontario, the neighboring city of Gatineau, Quebec and the surrounding area as defined in the National Capital Act, R.S., 1985, c.N-4, Sch.; 2002, c.17, s.20.

The Supply Arrangement has no defined end-date and will remain valid until such time as Canada no longer considers it to be advantageous to use it.

This requirement is subject to the Agreement on Internal Trade (AIT). The requirement is limited to Canadian goods and Canadian services.

The resulting Supply Arrangement is **not to be used** for deliveries within a comprehensive Land Claims Settlement Area (CLCSA). All requirements for delivery within a CLCSA are to be submitted to the Department of Public Works and Government Services for individual processing.

3. Canadian Content

The goods and/or services covered by the Supply Arrangement will be solely limited to Canadian goods and/or services as defined in clause A3050T.

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

4. Debriefings

After issuance of a supply arrangement, suppliers may request a debriefing on the results of the request for supply arrangements. Suppliers should make the request to the Supply Arrangement Authority within 15 working days of receipt of notification that their arrangement was unsuccessful. The debriefing may be provided in writing, by telephone or in person.

5. Key Terms

In this SA, the following definitions apply:

SA: A supply arrangement is a method of supply used by Public Works and Government Services Canada (PWGSC) to procure goods and services. A supply arrangement is an arrangement between Canada and pre-qualified suppliers that allows identified users to solicit bids from a pool of pre-qualified suppliers for specific requirements within the scope of a supply arrangement. A supply arrangement is not a contract for the provision of the goods and services described in it and neither party is legally bound as a result of signing a supply arrangement alone. The intent of a supply arrangement is to establish a framework to permit expeditious processing of individual bid solicitations which result in legally binding contracts for the goods and services described in those bid solicitations.

National Capitol Region: (NCR): The National Capital Region is an official federal designation for the Canadian capital of Ottawa, Ontario, the neighboring city of Gatineau, Quebec and the surrounding area as defined in the National Capital Act, R.S., 1985, c.N-4, Sch.; 2002, c.17, s.20.

Supply Arrangement Authority: The person designated as such in the Supply Arrangement, or by notice to the Supplier, to act as the representative of Canada in the management of the Supply Arrangement.

Contracting Authority: The representative of an Identified User, designated by that title in the Contract

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or by notice to the Contractor, to act as Canada's representative to manage a contract resulting from this SA.

Project Authority: The Project Authority is the representative of the Identified User for whom Work is being carried out under a contract resulting from this SA and is responsible for all matters concerning the technical content of the Work under a contract. The Project Authority for contracts resulting from the Supply Arrangements will be identified in each contract.

PART 2 - SUPPLIER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Supply Arrangements (RFSA) by number, date and title are set out in the Standard Acquisition Clauses and Conditions (<http://www.ccu-a-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual issued by Public Works and Government Services Canada.

Suppliers who submit an arrangement agree to be bound by the instructions, clauses and conditions of the RFSA and accept the clauses and conditions of the Supply Arrangement and resulting contract(s).

The 2008 (2012-03-02), Standard Instructions - Request for Supply Arrangements - Goods or Services, are incorporated by reference into and form part of the RFSA.

Subsection 5.4 of 2008, Standard Instructions - Request for Supply Arrangements - Goods or Services, is amended as follows:

Delete: sixty (60) days

Insert: one hundred twenty (120) days

2. Submission of Arrangements

Arrangements 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 Request for Supply Arrangements.

Due to the nature of the Request for Supply Arrangements, transmission of arrangements by facsimile or by electronic mail to PWGSC will not be accepted.

3. Enquiries - Request for Supply Arrangements

All enquiries must be submitted in writing to the Supply Arrangement Authority no later than seven (7) calendar days before the Request for Supply Arrangements (RFSA) closing date. Enquiries received after that time may not be answered.

Suppliers should reference as accurately as possible the numbered item of the RFSA to which the enquiry relates. Care should be taken by suppliers 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 suppliers do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all suppliers. Enquiries not submitted in a form that can be distributed to all suppliers may not be answered by Canada.

4. Applicable Laws

The Supply Arrangement (SA) and any contract awarded under the SA must be interpreted and governed, and the relations between the parties determined, by the laws in force in Manitoba.

Suppliers may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of the arrangement, 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 Bidder.

PART 3 - ARRANGEMENT PREPARATION INSTRUCTIONS

1. Arrangement Preparation Instructions

Canada requests that suppliers provide the arrangement in separately bound sections as follows:

Section I:	Technical Arrangement (3 hard copies)
Section II	Certifications (3 hard copies)

Canada requests that suppliers follow the format instructions described below in the preparation of the arrangement:

- (a) Use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) Use a numbering system that corresponds to that of the Request for Supply Arrangements and Statement of Work.

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, suppliers 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 Arrangement

In the technical arrangement, suppliers should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work. Reference Annex "A" - Mandatory Requirements and Annex "B" - Point Rated criteria.

Section II: Certifications

Suppliers must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- (a) Arrangements will be assessed in accordance with the entire requirement of the Request for Supply Arrangements including the technical mandatory and point rated evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the arrangements.

1.1. Technical Evaluation

1.1.1 Mandatory Technical Criteria

- a) Suppliers must be a Forestry Stewardship Council (FSC) certified vendor.
- b) Suppliers must meet the performance requirements identified under Annex "A" - Statement of Work.
- c) Suppliers must achieve a minimum PER SECTION point score of sixty percent (60%) in the point rated criteria identified under Annex "B".- Point Rated Criteria. All references to descriptive literature, manuals, brochures, supporting documents must be submitted at RFSA closing date.
- d) Suppliers must achieve a minimum OVERALL point score of seventy percent (70%) in the point rated criteria identified under Annex "B" - Point Rated Criteria.

1.1.2 Point Rated Technical Criteria

Reference Annex "B" for Point Rated Criteria. Suppliers must address, in sufficient detail, all of the point rated criteria.

2. Basis of Selection

2.1 Basis of Selection - Minimal Point Rating

2.1.1 To be declared responsive, an arrangement must:

- (a) comply with all the requirements of the Request for Supply Arrangements (RFSA); and
- (b) meet all mandatory technical evaluation criteria; and
- (c) obtain the required minimum of 60% per section and 70% overall of the points for the technical evaluation criteria, which are subject to point rating. The rating is performed on a scale of 315 points.

2.1.2 Arrangements not meeting (a), (b) and (c) above will be declared non-responsive. All suppliers that pass the point rated criteria and meet the mandatory requirements will be deemed qualified and placed on the list of approved suppliers under the Supply Arrangement.

PART 5 - CERTIFICATIONS

Suppliers must provide the required certifications to be issued a supply arrangement (SA). Canada will declare an arrangement non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications suppliers provide to Canada is subject to verification by Canada during the arrangement evaluation period (before issuance of a SA) and after issuance of a SA. The Supply Arrangement Authority will have the right to ask for additional information to verify suppliers' compliance with the certifications before issuance of a SA. The arrangement will be declared non-responsive if any certification made by the Supplier is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Supply Arrangement Authority for additional information will also render the arrangement non-responsive.

1. Certifications Precedent to Issuance of a Supply Arrangement

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

1.1 Federal Contractors Program - Certification S3030T - 2010-08-16 Federal Contractors Program - \$200,000 or more

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 the issuance of a supply arrangement. If the Supplier, or, if the Supplier 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 issuance of a supply arrangement.

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 arrangements from ineligible contractors, including an arrangement from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

2. If the Supplier 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 Supplier 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 Supplier, or, if the Supplier is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Supplier 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.

1.2 Former Public Servant Certification

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, suppliers 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, in the context of the fee abatement formula, 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

Is the Supplier a FPS in receipt of a pension as defined above? YES () NO ()

If so, the Supplier must provide the following information:

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

Work Force Reduction Program

Is the Supplier a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? YES () NO ()

If so, the Supplier 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.

Certification

By submitting the arrangement, the Supplier certifies that the information submitted by the Supplier in response to the above requirements is accurate and complete.

1.3 Forestry Stewardship Council Certification

Suppliers must provide proof of Forestry Stewardship Council (FSC) certification by providing a copy of their current certificate and/or provide FSC certification number.

1.4 Status and Availability of Resources

1.5.1 SACC Manual clause S3005T (2008-12-12) Status and Availability of Resources.

1.5 A3059T Canadian Content Certification (2010-01-11)

This procurement is limited to Canadian goods.

The Offeror certifies that:

() a minimum of 80 percent of the total price for the offer 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*.

Bidders should submit this certification completed with their bid. If the certification is not completed and submitted with the bid, the Contracting Authority will so inform the Bidder

and provide the Bidder with a time frame within which to submit this completed certification. Failure to comply with the request of the Contracting Authority and submit the completed certification will render the bid non-responsive.

1.6 Set-aside for Aboriginal Business S3035T (2011-05-16)

1. This procurement is set aside under the federal government's Procurement Strategy for Aboriginal Business, as detailed in Annex 9.4 Requirements for the Set-aside Program for Aboriginal Business, of the Supply Manual.
2. The Supplier:
 - (i) certifies that it meets, and will continue to meet throughout the duration of the Arrangement, the requirements described in the above-mentioned annex.
 - (ii) agrees that any subcontractor it engages under the Arrangement must satisfy the requirements described in the above-mentioned annex.
 - (iii) agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned Annex.
3. The Supplier must check the applicable box below:
 - (i) () The Supplier is an Aboriginal business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.

OR

 - (ii) () The Supplier is either a joint venture consisting of two or more Aboriginal businesses or a joint venture between an Aboriginal business and a non-Aboriginal business.
4. The Supplier must check the applicable box below:
 - (i) () The Aboriginal business has fewer than six full-time employees.

OR

 - (ii) () The Aboriginal business has six or more full-time employees.
5. The Supplier must, upon request by Canada, provide all information and evidence supporting this certification. The Supplier must ensure that this evidence will be available for audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The Supplier must provide all reasonably required facilities for any audits.
6. By submitting an arrangement, the Supplier certifies that the information submitted by the Supplier in response to the above requirements is accurate and complete.

1.7 Owner/Employee Certification - Set-aside for Aboriginal Business S3036T (2011-05-16)

If requested by the Supply Arrangement Authority, the Supplier must provide the following certification for each owner and employee who is Aboriginal:

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1. I am _____ (*insert "an owner" and/or "a full-time employee"*) of _____ (*insert name of business*), and an Aboriginal person, as defined in Annex 9.4 of the Supply Manual, entitled "Requirements for the Set-aside Program for Aboriginal Business".
 2. I certify that the above statement is true and consent to its verification upon request by Canada.

Printed name of owner and/or employee

Signature of owner and/or employee

Date

PART 6 - SUPPLY ARRANGEMENT AND RESULTING CONTRACT CLAUSES

A. SUPPLY ARRANGEMENT

1. Arrangement

The Supply Arrangement covers the Work described in the Statement of Work at Annex A.

2. Standard Clauses and Conditions

All clauses and conditions identified in the Supply Arrangement and resulting contract(s) by number, date and title are set out in the Standard Acquisition Clauses and Conditions (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual issued by Public Works and Government Services Canada.

2.1 General Conditions

2020 (2012-03-02), General Conditions - Supply Arrangement - Goods or Services, apply to and form part of the Supply Arrangement.

2.2 Supply Arrangement Reporting

2.2.1 Periodic Usage Reports - Supply Arrangement

The Supplier must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Supply Arrangement. This data must include all purchases paid for by a Government of Canada Acquisition Card.

The Supplier must provide this data in accordance with the reporting requirements detailed in Annex "C". If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Supplier must still provide a "NIL" report.

The data must be submitted on a quarterly basis to the Supply Arrangement Authority.

The quarterly reporting periods are defined as follows:

1st quarter: April 1 to June 30;
2nd quarter: July 1 to September 30;
3rd quarter: October 1 to December 31;
4th quarter: January 1 to March 31.

The data must be submitted to the Supply Arrangement Authority no later than 15 calendar days after the end of the reporting period. Refer to Annex "C", Usage Report form.

3. Term of Supply Arrangement

3.1 Period of the Supply Arrangement

The Supply Arrangement has no defined end-date and will remain valid until such time as Canada no longer considers it to be advantageous to use it.

The period for awarding contracts under the Supply Arrangement begins _____ (TBD) _____.

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4. Authorities

4.1 Supply Arrangement Authority (SA Authority)

Bill Perkins
Supply Officer
Public Works and Government Services Canada
Acquisitions Branch, Western Region
100 - 167 Lombard Avenue
Winnipeg, MB R3C 2Z1

Telephone: (204)- 984-2899
Facsimile: (204)- 983-7796
E-mail address: bill.perkins@pwgsc-tpsgc.gc.ca

The Supply Arrangement Authority is responsible for the issuance of the Supply Arrangement, its administration and its revision, if applicable.

4.2 Supplier's Representative

The Main Point of Contact, with authority to receive enquiries from Identified Users pursuant to this Supply Arrangement is:

Main Point of Contact:

Name: _____

Telephone No.: _____

Facsimile No.: _____

Email address: _____

Other Supplier contacts are as follows:

BILINGUAL Customer Service Representative:

Name: _____

Position: _____

Telephone No.: _____

Facsimile No.: _____

Email address: _____

Key Personnel

Day-to day Contact Person:

Name: _____ Title: _____

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Telephone No. _____ Email: _____

Senior Production Manager:

Name: _____ Title: _____

Telephone No. _____ Email: _____

Senior Manager (responsible for quality assurance and quality control):

Name: _____ Title: _____

Telephone No. _____ Email _____

Middle Manager or Supervisor (responsible for pre-press functions):

Name: _____ Title: _____

Telephone No. _____ Email: _____

5. Identified Users

The Identified Users include any government department, agency or Crown Corporation listed in Schedules I, I.1, II, III, of the *Financial Administration Act*, R.S., 1985, c. F-11.

6. On-going Opportunity for Qualification

A Notice of Proposed Procurement (NPP) will be published on the Government Electronic Tendering System (GETS) on an on-going basis. Existing qualified suppliers, who have been issued a supply arrangement, will not be required to submit a new arrangement.

At any time, a supplier has an opportunity to qualify for a supply arrangement by submitting a completed Request for Supply Arrangement (RFSA). The arrangement will be evaluated according to the mandatory evaluation criteria detailed in Part 4 of the RFSA. Arrangements will be evaluated on a quarterly basis as defined below:

Period Identification No.	Closing date	Evaluation Period
ET959-123078 / 1	March 31, 2:00 p.m.	April 1 to June 30
ET959-123078 / 2	June 30, 2:00 p.m.	July 1 - September 30
ET959-123078 / 3	September 30, 2:00 p.m.	October 1 - December 31
ET959-123078 / 4	December 31, 2:00 p.m.	January 1 - March 31

Note: Suppliers must ensure that the **Supplier's name, return address, Period Identification Number and Closing date and time are clearly visible** on the envelope or parcel containing the arrangement.

7. 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 the Supply Arrangement;
- b) the general conditions 2020 (2012-03-02), General Conditions - Supply Arrangement - Goods or Services;
- c) Annex A, Statement of Work;
- d) the Supplier's arrangement dated _____ (*insert date of Arrangement*).

8. Certifications

8.1 Compliance

Compliance with the certifications provided by the Supplier in the arrangement is a condition of the Supply Arrangement (SA) and subject to verification by Canada during the term of the SA and of any resulting contract that would continue beyond the period of the SA. If the Supplier does not comply with any certification or it is determined that any certification made by the Supplier in the arrangement is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and suspend or cancel the SA.

8.2 Aboriginal Business Certification A3000C (2011-05-16)

1. The Contractor warrants that its certification of compliance is accurate and complete and in accordance with the "Requirements for the Set-aside Program for Aboriginal Business" detailed in Annex 9.4 of the Supply Manual.
2. The Contractor must keep proper records and documentation relating to the accuracy of the certification provided to Canada. The Contractor must obtain the written consent of the Contracting Authority before disposing of any such records or documentation before the expiration of six (6) years after final payment under the Contract, or until settlement of all outstanding claims and disputes, under the Contract, whichever is later. All such records and documentation must at all times during the retention period be open to audit by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audits.
3. Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant to the Contract.

9. Applicable Laws

The Supply Arrangement (SA) and any contract resulting from the SA must be interpreted and governed, and the relations between the parties determined, by the laws in force in Manitoba.

10. SACC Manual Clauses

P1005C	Packaging and Packing of Printed Products	2010-01-11
P1010C	Quality Levels for Printing	2010-01-11
P1011C	Quality Levels for Colour Reproduction	2010-01-11
P1014C	Quality Levels for Typesetting	2010-01-11
P1016C	Quality Levels for Binding	2010-01-11

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H1001C	Multiple Payments	2008-05-12
H1000C	Single Payment	2008-05-12
C5201C	Prepaid Transportation Costs	2008-05-12
G1005C	Insurance	2008-05-12

B. BID SOLICITATION

1. Bid Solicitation Documents

Canada will use the bid solicitation template 2T-HIGH1 for more complex requirements, available in the Standard Acquisition Clauses and Conditions (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual based on the estimated dollar value and complexity of the requirement.

The bid solicitation will contain as a minimum the following:

- (a) a complete description of the Work to be performed;
- (b) 2003, Standard Instructions - Goods or Services - Competitive Requirements,
- (c) bid preparation instructions;
- (d) instructions for the submission of bids (address for submission of bids, bid closing date and time);
- (e) evaluation procedures and basis of selection;
- (f) conditions of the resulting contract.

2. Bid Solicitation Process

2.1 Bids will be solicited for specific requirements within the scope of the Supply Arrangement (SA) from suppliers who have been issued a SA.

2.2 The bid solicitation will be sent directly to suppliers.

2.3 Bid solicitation process - General Procedures for all Departments and Agencies

Bids will be solicited for specific requirements within the scope of the Supply Arrangement (SA) from suppliers who have been issued a SA

The bid solicitation will be sent directly to suppliers under the following bid solicitation processes.

Contracts will be awarded to SA Holders under the Supply Arrangement list for the provision of the printing services described in the Statement of Work.

2.3.1 SA Holder selection for requirements valued at under \$10,000.00 including GST/HST.

In accordance with the Departmental Policies which permits the award of contracts, without soliciting bids, where the estimated expenditure **does not exceed \$10,000.00 including GST/HST**, Client Department / Agency may send a Bid Solicitation 9400-3 to the **supply arrangement holder of their choice**.

Should individual department policies require competitive procurement for requirements under \$10,000.00, including GST/HST, the 9400-3 will be sent to the number of supply arrangement holders required in accordance with their procedures.

The Bid Solicitation 9400-3 will include a Statement of Work (SOW) describing the printing requirement to be provided, the quantity, the delivery address(es), the date required (suggested or mandatory

Supply Arrangement holders will normally have up to **FIFTEEN** (15) calendar days to respond to the Bid Solicitation 9400-3 (weekends and holidays are included in this countdown) but urgent requirements may have a shorter response time. Any quotation received after the closing time specified in the Bid Solicitation 9400-3 will be considered as non-responsive and will be given no further consideration. All the terms and conditions of the Supply Arrangement will apply to each individual contract. A contract 9400-4 issued to the responsive supplier will include the Statement of Work (SOW) describing the printing services to be provided, the quantity, the delivery address(es) and date required.

2.3.2 SA Holder selection for requirements valued from \$10,000.01 and under \$25,000.00 including GST/HST.

In accordance with the Government Contract Regulations Part 1, Section 6 (b) which permits the award of contracts, without soliciting bids, where the estimated expenditure **does not exceed \$25,000.00 including GST/HST**, Client Department / Agency may send a Bid Solicitation (9400-3) to three **(3) supply arrangement holder of their choice.**

The Bid Solicitation 9400-3 will include a Statement of Work (SOW) describing the printing requirement to be provided, the quantity, the delivery address(es) and the date required (suggested or Mandatory).

Supply Arrangement holders will normally have up to **FIFTEEN** (15) calendar days to respond to the Bid Solicitation 9400-3 (weekends and holidays are included in this countdown) but urgent requirements may have a shorter response time. Any quotation received after the closing time specified in the Bid Solicitation 9400-3 will be considered as non-responsive and will be given no further consideration. All the terms and conditions of the Supply Arrangement will apply to each individual contract. A contract 9400-4 issued to the responsive supplier will include the Statement of Work (SOW) describing the printing services to be provided, the quantity, the delivery address(es) and the date required.

2.3.3 SA Holder selection for requirements valued from \$25,000.01 to \$100,000.00 including GST/HST.

Client Department / Agency will send a Bid Solicitation 9400-3 to all SA Holders on the Supply Arrangement list to provide the printing services. The Bid Solicitation will include a Statement of Work (SOW) describing the printing services to be provided, the quantity, the delivery address(es) and the date required (suggested or mandatory).

The Supply Arrangement holders will be given a minimum of **FIFTEEN** (15) calendar days to respond to the Bid Solicitation 9400-3 (weekends and holidays are included in this countdown). Any quotation received after the closing time specified in the Bid Solicitation will be considered as non-responsive and will be given no further consideration. All the terms and conditions of the Supply Arrangement will apply to each individual contract. A contract 9400-4 issued to the responsive supplier will include the Statement of Work (SOW) describing the printing services to be provided, the quantity, the delivery address(es) and the date required.

The bid solicitation and contract forms are available on the [Electronic Forms Catalogue](http://publiservice-app.tpsgc-pwgsc.gc.ca/forms/text/search_for_forms-e.html) (http://publiservice-app.tpsgc-pwgsc.gc.ca/forms/text/search_for_forms-e.html) Web site.

*PWGSC-TPSGC 9400-3, Bid Solicitation
PWGSC-TPSGC 9400-4, Contract.*

2.3.4 All Requirements Over \$100,000.00

For all requirements over \$100,000.00, PWGSC Regional Offices will conduct a competitive tender process amongst all qualified vendors.

C. RESULTING CONTRACT CLAUSES

1. General

The conditions of any contract awarded under the Supply Arrangement will be in accordance with the resulting contract clauses of the template used for the bid solicitation.

For any contract to be awarded using:

- (a) 2T-HIGH1 (for higher complexity requirements), general conditions 2030 (2012-03-02).

The above templates are set out in the Standard Acquisition Clauses and Conditions Manual (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) issued by Public Works and Government Services Canada.

2. Basis of Payment - Firm Price, Firm Unit Price(s) or Firm Lot Price(s) (2011-05-16)

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in the contract for a cost of \$ _____ (insert the amount at contract award). Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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 Project Authority before their incorporation into the Work.

3. Intellectual Property

- 3.1 All material supplied by Canada to the Contractor (i.e. CD, artwork, etc.) Is Government Property and must be handled by the Contractor in accordance with General Conditions 2030 at paragraph 24. All intellectual rights in this Government Property belong to Canada and the Contractor has no right in or to any such intellectual property rights except any right that may be granted in writing by Canada.

- 3.2 In addition to the deliverables under any Contract, Canada will own all original material created by the Contractor during production for any printing requirement pursuant to Contract under this Supply Arrangement. All intellectual property rights in that same original material created by the Contractor during production for any printing requirement belong to Canada as soon as they come into existence.

The Contractor has no right in or to any such intellectual property rights in this original material except any right that may be granted in writing by Canada. If Canada grants written permission for the Contractor to produce any of the original material created by the Contractor during production for the Contractor's own purposes, the Contractor must incorporate the copy right symbol and one of the following notices as appropriate, into all original material that is subject to Canada-owned copyright regardless of the form or medium upon which it is recorded at Her Majesty the Queen in Right of Canada (2010), or Sa Majeste la Reine du chef du Canada (2010).

- 3.3 All Government Property supplied by Canada and all original material created by the Contractor belonging to Canada must be returned, at the Contractor's expense to Canada with the printed products after each Contract is completed. The Contractor is responsible for the delivery of all such Government Property and original material owned by Canada

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to the location designated in the Contract, which may differ from the delivery address or destination(s).

ANNEX "A"**STATEMENT OF WORK****1.0 WEB PRINTING - OBJECTIVE:**

The objective of the Supply Arrangement is to provide Federal Government Departments and Agencies with high quality printing services for the provision of large quantities of printed products such as publications, newsletters, newspapers, brochures, posters, etc at a competitive price.

The Identified Users will utilize the Supply Arrangement for requirements up to \$100,000.00. Any requirement exceeding \$100,000.00 will be sent to PWGSC for competitive tendering.

1.1 DELIVERABLES:

1.1.1 The Supplier will provide printed products in accordance with the print quality standards set out in the Public Works and Government Services Canada (PWGSC) Print Quality Booklets. These Print Quality Booklets can be viewed from our website:
<http://www.tpsgc-pwgsc.gc.ca/app-acq/guides/index-eng.html>.

1.1.2 The Supplier must provide the printing requirement in accordance with the specifications provided in each individual project, to the satisfaction of Identified Users, including, but not limited to, the following:

A) Publications:

- saddle stitched, cerlox, spiral or wire bound, perfect bound
- various sizes
- covers and text printing in 1 colour, or numerous colours

B) Brochures (folders) / Inserts:

- various sizes
- various number of panels
- various number of colours

C) Info Sheets / Newsletters:

- printing on one (1) side or two (2) sides

D) Posters:

- various sizes
- various number of colours
- various paper

1.1.3 Identified Users will complete the entire layout and design of the requirement and will provide ready to print digital files or hard copy, as indicated herein.

1.1.4 The Supplier must be ready to process a job immediately upon award of a contract. The product must be ready to proof within seven (7) working days of delivery of files and must be ready to ship within fifteen (15) working days or less from approval of proofs.

1.1.5 The Supplier will be required to ship all items printed to the destination(s) specified for each requirement. Packaging for any order is to be appropriate for the quantity being shipped, up

to cartons of 15.9 kg (35 lbs) maximum. Any damaged material will be considered solely the responsibility of the Supplier and must be replaced at their expense. All cartons must be properly labelled indicating the title and description of the product, the quantity in each box and the total number of boxes. All cartons must be identically packaged and completely filled. They must all have the same quantity of the same product in each box. Different products must not be packaged together in the same box. Identified Users must clearly identify the total number of copies for delivery to each destination address.

1.2 OVERRUNS OR UNDERRUNS

1.2.1 Overruns are to be invoiced at the "Additional Same Run" price, prorated. Overruns are to be shown as a separate item in the invoice and must not exceed the following:

- 10 percent overrun on quantities of less than 5,000 copies
 - 5 percent overrun on quantities between 5,000 and 100,000 copies
 - 2 percent overrun on quantities in excess of 100,000 copies
- No underruns are acceptable.

1.3 OUTPUT DELIVERABLES

1.3.1 The Supplier's pricing must include all applicable charges to provide a finished product for the Identified User. Any necessary charges to provide a completed product, which are omitted in error by the Supplier, will be the sole responsibility of the Supplier for the cost.

1.4 PAPER

1.4.1 Paper stock used must be in accordance with the federal government standards. Unless otherwise specified, a supplier may substitute a paper stock for one of better quality as long as the Project Authority is notified in writing and the upgrade is at no additional cost to the Identified User. Any suppliers found substituting a lower quality stock without gaining prior approval from the Project Authority may be removed from the Supply Arrangement list. In keeping with Canada's aim to be environmental conscious, environmental paper must be used at all times.

Suppliers **must** use a Forestry Stewardship Council (FSC) certified paper.

1.5 INK:

1.5.1 The Supplier must be equipped to provide the ink colours specified by the Identified User, such as process colours of black, yellow, cyan and magenta or Pantone Match Systems (PMS). In keeping with Canada's aim to be environmental sensitive, environmentally sensitive, vegetable based inks must be used whenever possible.

1.6 MATERIAL SUPPLIED:

1.6.1 The material for reproduction supplied by the Identified User to the Supplier will normally be supplied as single page hard copy, in paper format, in electronic files done in standard work processing page layout or graphics software (MacIntosh or Windows versions). Normally, the page layout will be done with graphics in place.

1.6.2 Original material created by Identified Users which will be provided to the Supplier will include:

- 1.6.2.1 diskettes, ZIP disks, CD's, memory sticks, memory card, or other electronic media;
- 1.6.2.2 work processed to typed copy;
- 1.6.2.3 camera-ready copies and/or electronic artwork in either MAC or PC platforms ready for output; and
- 1.6.2.4 software and version of software used
- 1.6.2.4 negatives and positives

1.6.3 Where necessary, originals developed by Canada will have instructions clearly indicated on them.

1.7 PROOFS:

1.7.1 One (1) complete set of high resolution proofs must be included in the Supplier's pricing, FOB delivered to the Identified User for approval before production of the requirement. Additional proofs (complete set or 1 page) may be requested by the Identified User(s). The proofs required for any given requirement will be specified in the bid solicitation document. The proof should consist of a digital print or a high resolution colour conversion of the original files (ie. Contract proof; digital proof; etc.) for print jobs of more than one (1) colour. Approval of these proofs by the Project Authority is required before the Supplier proceeds with production of the requirement. All types of faxed proofs are not recommended. Identified Users will indicate in the bid solicitation if bindery proofs are required. The delivery address where the proofs should be sent, complete with a contact name, will be stated in the bid solicitation.

1.8 IDENTIFIED USERS' ALTERATIONS:

1.8.1 Identified Users' alterations subsequent to submitting a Contract to the Supplier are to be avoided whenever possible. However, when they do occur, full details of these alterations and related charges must be submitted to the Project Authority for review and approval prior to the changes being undertaken. Payment will not be authorized for any alterations which are not approved by the Project Authority prior to undertaking the alterations.

1.9 SCHEDULING

1.9.1	Schedule for Production	within 48 hours
	Preflight	72 hours
	Proofs to Identified User	72 hours
	Proofs should be returned by Identified User	72 hours
	Delivery of final product (upon receipt of signed off proof)	15 days (or less)

1.10 RETURN OF GOVERNMENT PROPERTY AND ORIGINAL MATERIAL:

1.10.1 All Government Property and original material created by the Supplier during production (ie. proofs, plates, etc.) for any printing requirement must be returned without delay and at no cost to Canada after each requirement is completed. The Supplier is responsible for the delivery of this Government Property and original material to the location designated in its' contract, which may differ from the delivery address or destination(s). Delay in returning Government Property and original material to the Identified User may result in a delay of payment to the Supplier.

Government Property and original material must be suitably packaged to ensure arrival at destination in an undamaged condition and must be clearly marked "DO NOT FOLD".

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1.11 INVOICING:

1.11.1 Invoicing instructions will be provided to the Supplier in each individual contract resulting from the SA. Failure to return Government Property and original material may hold up payment of invoices.

ANNEX "B"
POINT RATED CRITERIA
WEB OFFSET PRINTING

REFERENCE TO A SUPPLIER'S OR ANY OTHER WEB SITE IS NOT ACCEPTABLE INFORMATION TO SUPPORT ANY OF THE FOLLOWING POINT RATED CRITERIA.

Awarded Supply Arrangements will list the specific capabilities, services, programs and practices identified and offered by each successful Supplier in its offer.

A. TECHNICAL – QUALITY ASSURANCE (Maximum score: 90 points)

A.1 Contingency Plan 40 points

A.2 Quality Control Procedures 50 points

A.1 Contingency Plan 40 points

The proposal must clearly demonstrate that the Supplier is able to meet various Identified User time frames and demonstrate its capability to overcome unexpected delays. The Supplier must provide a detailed description of its contingency plans in event of a service breakdown. Examples of such breakdown could include, but are not limited to: a) equipment breakdown; b) inadequate supplies on hand; c) staff shortages; d) other related issues.

40 points: The Supplier will be awarded a maximum of 40 points based on demonstration within its offer of addressing contingency plans for the following four (4) areas: a) equipment breakdown (10 points); b) inadequate supplies on hand (10 points); c) staff shortages (10 points); and d) other related issues (10 points). The Supplier will be awarded 2 points for each backup plan for a maximum of 10 points per area referenced above for a maximum of 40 points.

0 points: The Supplier does not provide sufficient and/or acceptable documentation to demonstrate a contingency plan.

A.2 Quality Control Procedures 50 points

The proposal should describe the Supplier's quality control procedures in place to ensure that the quality of the printed materials and levels of services indicated in the RFSA are met. At a minimum, the plan should include procedures in place for the following functions:

1) Prepress 2) Press 3) Binding 4) Packaging & Labelling 5) Shipping/Delivery

IF THE SUPPLIER IS ISO 9001 CERTIFIED, THE OFFER MUST SPECIFICALLY IDENTIFY HOW ISO 9001 APPLIES TO THE QUALITY CONTROL PROCEDURES ADDRESSED IN THE CATEGORIES LISTED ABOVE.

50 points: The Supplier will be awarded a maximum of 50 points in total if it fully demonstrates that its work plans and quality control procedures for each of the five (5) functions listed above (10 points each in total) meet the quality and levels of service specified in the PWGSC Print Quality Booklets and the NMSA.

Within the 10 points for each of the above referenced functions, two (2) points will be awarded for each quality assurance procedure identified up to a maximum of 10 points, for a total of (10 pts x 5 functions =) 50 points.

B. MANAGERIAL/ORGANIZATIONAL – PERFORMANCE OF WORK (Maximum score 225 points)

B.1 Corporate Description	40 points
B.2 Services & Equipment	70 points
B.3 Downloading Files Capability	5 points
B.4 Major Software Programs	10 points
B.5 Environmental Friendly Stewardship	<u>100 points</u>
	225 points

B.1 Corporate Description 40 points

The proposal should include a description of the Supplier providing work of a very similar nature as defined in the Statement of Work at Annex "A". The description must clearly demonstrate that the Supplier has the capacity and experience by addressing the following criteria in the course of normal and rush business operation to be able to successfully complete requirements as well as other business commitments. **At a minimum**, the description should address the following:

- A corporate overview of the number of years the Supplier's company has been in business and how the experience relates to the requirements of the Supply Arrangement. No references are necessary under this section of the evaluation, unless requested by the Supply Arrangement Authority. (2 points each for a maximum of 10 points)
- Corporate structure, including an organization chart with the various departments, that allows the Supplier to operate with a normal daily production capacity for publications, brochures, information sheets and posters similar to those described in the Statement of Work at Annex "A". (2 points each for a maximum of 10 points)
- The capability of the Supplier to provide other services related to printing as deemed standard within industry standards: Image editing; illustrations; desktop publishing; creation of files in the Portable Document Format (PDF); Hyper Text Mark-up Language (HTML); composition; typesetting; Photoshop; etc. (2 points for each service for a maximum of 5 services and 10 points)
- The capability of the Supplier to provide other services related to up-to-date and current technology (ie. Web page presence of the world wide web; mass mail out capability; consulting services; graphic design; CD reproduction services; scanning of documents services; project management services; etc.) (2 points for each service for a maximum of 5 services and 10 points)

Each of the above items will be rated on 10 points each section, for a maximum of 40 points.

B.2 Services and Equipment 70 points

Clearly identify the details on the type of services and equipment the company can provide **"in-house"**. **The services and equipment offered should be directly related to the Web Printing process and bindery equipment necessary to produce such items as listed in the Statement of Work at Annex "A". Describe the type of equipment and the quantities in each of the locations where the work will actually be performed.**

"in- house": is defined as "within an organization or group; conducted within; utilizing an organization's own staff and/or resources rather than external or non-staff facilities".

Suppliers must provide seven (7) examples from, but not limited, to the following ten (10) categories:

Prepress; high resolution proofing; Web printing; sheetfed printing; digital printing; binding; finishing services; shipping/delivery; mail out services; other divisions not stated herein.

Points will be assessed as follows: 10 points for each item will be awarded based on the supplier's ability to adequately provide seven (7) or more of the services and equipment listed above, for a maximum of 70 points for this section.

B.3 Downloading Files Capabilities 5 points

The capability of the Supplier to receive and download active files by at least 3 modes: (ie. Secure FTP site; CD; floppy disc.; etc.). Specify the modes available.

5 points	capability in more than 4 modes
4 points	capability in 4 modes
3 points	capability in 3 modes
2 points	capability in 2 modes
1 point	capability in 1 mode
0 points	not clearly specified

B.4 Major Software Programs 10 points

List the capability of the Supplier to accept major software programs. List the software programs and versions available. These programs should include those that are applicable to web printing. (2 points for each program for a maximum of 5 programs and 10 points)

B.5 Environmental Friendly Stewardship 100 points

Suppliers must provide information clearly describing in detail its environmental friendly practices and Environmental Management System (EMS) currently in place. If the Supplier currently practices the Environmental Choice Program, clearly outline how the program applies to this requirement. The environmental policies and practices of the Supplier should include any that apply to the welfare of the employees.

Each environmental practice will be awarded 5 points each for a maximum of 100 points.

OVERVIEW TOTALS:

A. TECHNICAL – QUALITY ASSURANCE

Maximum Score Points: 90 points

Minimum Pass Mark per Section: 60%

Total Points	Pass per number of points per section
A.1: 40 points	24 points
A.2: 50 points	30 points

B. MANAGERIAL / ORGANIZATIONAL

Maximum Score Points	225 points
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Minimum Pass Mark per Section:	60%
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Total Points	Pass per number of points per section
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B.1: 40 points	24 points
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B.2: 70 points	42 points
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B.3: 5 points	3 points
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B.4: 10 points	6 points
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B.5: 100 points	60 points
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C. TOTAL POSSIBLE POINTS:

Total Possible Points:	315 points
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Minimum Pass Mark of OVERALL – 70%	220.50 points
------------------------------------	---------------

ANNEX "C" **Usage Reports**

As a requirement of this Request for Supply Arrangement, reports must be submitted as follows:

Quarterly Reports

Suppliers must report, on a quarterly basis, on all contracts issued to them under the Supply Arrangement, by issuing to the SA Authority a hard copy report which contains the following data:

- Identified User (i.e. Department name, Region, contact and telephone number, etc.);
- SA number;
- contract numbers;
- contract values;
- contract period (start and end date);
- Region and Province where the work is being conducted; and
- Region and Province where finished product is being delivered.

In addition, all amendments made against the original contract must also be reported.

Periodic Comprehensive Reports

Periodically, the Supplier will be requested by the Supply Arrangement Authority to submit a comprehensive status report providing 1) a list of all printing contracts completed at the time of the request, 2) the types of printing items required in each of these completed contracts, 3) the Identified User for which each contract was carried out, 4) the amount of each completed contract and 5) the total value of all completed contracts.

The Supplier understands that it is their responsibility to implement a system for tracking contracts issued against this Supply Arrangement in order to provide the necessary quarterly and periodic comprehensive usage reports. Failure to comply may result in the suspension or cancellation of the Supply Arrangement.

The final report is to provide a list showing items requisitioned that represent approximately the total value of contracts.

Return to:

Public Works and Government Services Canada
Acquisitions Branch
Suite 100 - 167 Lombard Avenue
P.O. Box 1408
WINNIPEG, Manitoba R3C 2Z1
ATTN: Bill Perkins

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QUARTERLY USAGE REPORT

SUPPLY ARRANGEMENT NO.: _____

SUPPLIER NAME: _____

CONTACT NAME: _____

TELEPHONE NO.: _____

REPORT FOR THE PERIOD FROM / TO: _____

Identified User information (Region/city, contact name, & phone no.)	Contract No.	Title / Brief Description of printed items	Total Value (taxes incl.)	Contract Start Date	Contract End Date

NIL REPORT: We have not done any business with the federal government for this period []

PREPARED BY: _____

Name: _____

Signature: _____

Telephone No.: _____

COMMENTS: _____

ANNEX "9.4"

REQUIREMENTS FOR SET-ASIDE PROGRAM FOR ABORIGINAL BUSINESS

1. Who is eligible?

- a. An Aboriginal business, which can be:
- i. a band as defined by the Indian Act
 - ii. a sole proprietorship
 - iii. a limited company
 - iv. a co-operative
 - v. a partnership
 - vi. a not-for-profit organization
- in which Aboriginal persons have at least 51 percent ownership and control,

OR

- b. A joint venture consisting of two or more Aboriginal businesses or an Aboriginal business and a non-Aboriginal business(es), provided that the Aboriginal business(es) has at least 51 percent ownership and control of the joint venture.

When an Aboriginal business has six or more full-time employees at the date of submitting the bid, at least thirty-three percent of them must be Aboriginal persons, and this ratio must be maintained throughout the duration of the contract.

The supplier must certify in its submitted bid that it is an Aboriginal business or a joint venture constituted as described above.

2. Are there any other requirements attached to suppliers in the Set-Aside Program for Aboriginal Business?

Yes

- a. In respect of a contract, (goods, service or construction), on which a supplier is making a proposal which involves subcontracting, the supplier must certify in its bid that at least thirty-three percent of the value of the work performed under the contract will be performed by an Aboriginal business. Value of the work performed is considered to be the total value of the contract less any materials directly purchased by the contractor for the performance of the contract. Therefore, the supplier must notify and, where applicable, bind the subcontractor in writing with respect to the requirements that the Aboriginal Set-Aside Program (the Program) may impose on the subcontractor or subcontractors.
- b. The supplier's contract with a subcontractor must also, where applicable, include a provision in which the subcontractor agrees to provide the supplier with information, substantiating its compliance with the Program, and authorize the supplier to have an audit performed by Canada to examine the subcontractor's records to verify the information provided. Failure by the supplier to exact or enforce such a provision will be deemed to be a breach of contract and subject to the civil consequences referred to in this document.
- c. As part of its bid, the supplier must complete the Certification of Requirements for the Set-Aside Program for Aboriginal Business (certification) stating that it:
- i. meets the requirements for the Program and will continue to do so throughout the duration of the contract;

- ii. will, upon request, provide evidence that it meets the eligibility criteria;
- iii. is willing to be audited regarding the certification; and
- iv. acknowledges that if it is found NOT to meet the eligibility criteria, the supplier shall be subject to one or more of the civil consequences set out in the certification and the contract.

See Standard Acquisition Clauses and Conditions (SACC) Manual clauses A3000T , M9030T or S3035T, as appropriate.

3. How must the business prove that it meets the requirements?

- a. It is not necessary to provide evidence of eligibility at the time the bid is submitted. However, the business should have evidence of eligibility ready in case it is audited.
- b. The civil consequences of making an untrue statement in the bid documents, or of not complying with the requirements of the Program or failing to produce satisfactory evidence to Canada regarding the requirements of the Program, may include: forfeiture of the bid deposit; retention of the holdback; disqualification of the business from participating in future contracts under the program; and/or termination of the contract. In the event that the contract is terminated because of an untrue statement or non-compliance with the requirements of the Program, Canada may engage another contractor to complete the performance of the contract and any additional costs incurred by Canada shall, upon the request of Canada, be borne by the business.

4. What evidence may be required from the business?

- a. Ownership and control
 - i. Evidence of ownership and control of an Aboriginal business or joint venture may include incorporation documents, shareholders' or members' register; partnership agreements; joint venture agreements; business name registration; banking arrangements; governance documents; minutes of meetings of Board of Directors and Management Committees; or other legal documents.
 - ii. Ownership of an Aboriginal business refers to "beneficial ownership" i.e., who is the real owner of the business. Canada may consider a variety of factors to satisfy whether Aboriginal persons have true and effective control of an Aboriginal business. (See Appendix A Set-aside Program for Aboriginal Business for a list of the factors, which may be considered by Canada.)
- b. Employment and employees
 - i. Where an Aboriginal business has six or more full-time employees at the date of submitting the certification and is required by Canada to substantiate that at least 33 percent of the full-time employees are Aboriginal, the business must, upon request by Canada, immediately provide a completed Owner/Employee Certification form for each full-time employee who is Aboriginal. See SACC Manual clauses A3001T, M3030T or S3036T, as appropriate.
 - ii. Evidence as to whether an employee is or is not full-time and evidence as to the number of full-time employees may include payroll records, written offers for employment, and remittance and payroll information maintained for Canada Revenue Agency purposes as well as information related to pension and other benefit plans.
 - iii. A full-time employee, for the purpose of this program, is one who is on the payroll, is entitled to all benefits that other full-time employees of the business receive, such as pension plan, vacation pay and sick leave allowance, and works at least 30 hours a week. It is the number of full-time employees on the payroll of the business at the date of bid submission that determines the ratio of Aboriginal to total employees of the business for

- the purpose of establishing eligibility under the Program.
- iv. Owners who are Aboriginal and full-time employees who are Aboriginal must be ready to provide evidence in support of such status. The Owner/Employee Certification to be completed by each owner and full-time employee who is Aboriginal shall state that the person meets the eligibility criteria and that the information supplied is true and complete. This certification shall provide the person's consent to the verification of the information Submitted.

5. Subcontracts

- a. Evidence of the proportion of work done by subcontractors may include contracts between the contractor and subcontractors, invoices, and paid cheques.
- b. Evidence that a subcontractor is an Aboriginal business (where this is required to meet the minimum Aboriginal content of the contract) is the same as evidence that a prime contractor is an Aboriginal business.

6. Who is an Aboriginal Person for Purposes of the Set-Aside Program for Aboriginal Business?

- a. An Aboriginal person is an Indian, Metis or Inuit who is ordinarily resident in Canada.
- b. Evidence of being an Aboriginal person will consist of such proof as:
- i. Indian registration in Canada;
 - ii. membership in an affiliate of the Metis National Council or the Congress of Aboriginal Peoples, or other recognized Aboriginal organizations in Canada;
 - iii. acceptance as an Aboriginal person by an established Aboriginal community in Canada;
 - iv. enrollment or entitlement to be enrolled pursuant to a comprehensive land claim agreement;
 - v. membership or entitlement to membership in a group with an accepted comprehensive claim;
 - vi. evidence of being resident in Canada includes a provincial or territorial driver's license, a lease or other appropriate document.

Appendix A Set-aside Program for Aboriginal Business

(Excerpt from Treasury Board Contracting Policy Notice 1996-6, Annex A.)

Factors that may be considered in determining whether Aboriginal persons have at least 51% ownership and control of an Aboriginal business include:

- a. capital stock and equity accounts, i.e., preferred stock, convertible securities, classes of common stock, warrants, options;
- b. dividend policy and payments;
- c. existence of stock options to employees;
- d. different treatment of equity transactions for corporations, partnerships, joint ventures, community organizations, cooperatives, etc.;
- e. examination of charter documents, i.e., corporate charter, partnership agreement, financial structure;
- f. concentration of ownership or managerial control in partners, stockholders, officers trustees and directors-based definition of duties;
- g. principal occupations and employer of the officers and directors to determine who they represent, i.e., banker, vested ownerships;
- h. minutes of directors meetings and stockholders meetings for significant decisions that affect operations and direction;

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- i. executive and employee compensation records for indication of level of efforts associated with position;
 - j. nature of the business in comparison with the type of contract being negotiated;
 - k. cash management practices, i.e., payment of dividends - preferred dividends in arrears;
 - l. tax returns to identify ownership and business history;
 - m. goodwill contribution/contributed asset valuation to examine and ascertain the fair market value of non-cash capital contributions;
 - n. contracts with owners, officers and employees to be fair and reasonable;
 - o. stockholder authority, i.e., appointments of officers, directors, auditors;
 - p. trust agreements made between parties to influence ownership and control decisions;
 - q. partnership - allocation and distribution of net income, i.e., provision for salaries, interest on capital and distribution share ratios;
 - r. litigation proceedings over ownership;
 - s. transfer pricing from non-Aboriginal joint venture;
 - t. payment of management or administrative fees;
 - u. guarantees made by the Aboriginal business;
 - v. collateral agreements.