



RETURN BID TO/ RETOURNER LES SOUMISSIONS À :

Canada Border Service Agency
Cheque Distribution and Bids Receiving Area
473 Albert Street, 6th floor
Ottawa, ON K1A 0L8

Bid Receiving Unit is open from Monday to Friday inclusively, between the hours of 08:30 to 11:30, excluding Statutory Holidays.

Agence des services frontaliers du Canada
Secteur de distributions des chèques et de réception des soumissions
473 rue Albert, 6^{ième} étage
Ottawa, ON K1A 0L8

La Réception des soumissions est ouverte du lundi au vendredi inclusivement, entre les heures de 8h30 à 11h30, à l'exclusion des jours fériés

Response to: Canada Border Services Agency (CBSA)

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 therefore.

Réponse à: l'Agence des services frontaliers du Canada (ASFC)

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 appendices ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments — Commentaires :

Issuing Office – Bureau de distribution

Canada Border Service Agency – Agence des services frontaliers du Canada
473 Albert Street – 473 avenue Albert
8th Floor – 8^{ième} étage
Ottawa ON
K1A 0L8

Title — Sujet: Communications Services for Sustainable Development	
Solicitation No. — N° de l'invitation 1000309027A	Date: July 17, 2013

Solicitation Closes — L'invitation prend fin At / à: 11:00 AM (hours/heures) On / August 2, 2013 le :	Time Zone — Fuseau horaire <input type="checkbox"/> EST (Eastern Standard Time) / HNE (heure normale de l'Est) <input checked="" type="checkbox"/> EDT (Eastern Daylight Saving Time) / HAE (heure avancée de l'Est)
---	--

F.O.B. — F.A.B.
Plant-Usine: **Destination:** **Other — Autre:**

Address Enquiries to — Adresser toutes questions à:
Matthew.Woods@cbsa-asfc.gc.ca

Telephone No. — No de téléphone: (613) 941-6961	FAX No. — No de télécopieur : (613) 948-9309
--	---

Destination - of Goods and or Services:
Destination – des biens et ou services :

See herein – voir aux présentes

Instructions: See Herein — Voir aux présentes

Delivery Required — Livraison exigée See herein — voir aux présentes	Delivery Offered — Livraison proposée
---	---------------------------------------

Vendor/Firm Name and Address — Raison sociale et adresse du fournisseur/de l'entrepreneur:

Telephone No. — No de téléphone:	FAX No. — No 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



TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION3
 1. Introduction 3
 2. Summary..... 3
 3. Debriefings..... 3

PART 2 - BIDDER INSTRUCTIONS4
 1. Standard Instructions, Clauses and Conditions 4
 2. Submission of Bids 4
 3. Certifications 4
 4. Enquiries - Bid Solicitation 6
 5. Applicable Laws 6
 6. Basis for Canada's Ownership of Intellectual Property 6

PART 3 - BID PREPARATION INSTRUCTIONS.....6
 1. Bid Preparation Instructions..... 6

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION8
 1. Evaluation Procedures..... 8
 2. Basis of Selection 8

PART 5 - CERTIFICATIONS.....8
 1. Mandatory Certifications Required Precedent to Contract Award 9
 2. Additional Certifications Precedent to Contract Award 9

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS10
 1. Security Requirement 10
 2. Insurance Requirements..... 10

PART 7 - RESULTING CONTRACT CLAUSES11
 1. Statement of Work 11
 2. Standard Clauses and Conditions 13
 3. Security Requirement 13
 4. Term of Contract 13
 5. Authorities 13
 7. Payment..... 15
 8. Invoicing Instructions 16
 9. Certifications 16
 10. Applicable Laws 17
 11. Priority of Documents 17
 12. Foreign Nationals (Canadian Contractor) 17
 13. Insurance 17

LIST OF ANNEXES

ANNEX A; STATEMENT OF WORK.....18
ANNEX B; BASIS OF PAYMENT23
ANNEX C; TASK AUTHORIZATION FORM24
ANNEX D; TECHNICAL CRITERIA25



PART 1 - GENERAL INFORMATION

1. Introduction

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment, the Security Requirements Checklist and the Insurance Requirements.

2. Summary

The purpose of this requirement is to obtain the services of a firm that can supply Communications services on Sustainable Development topics including creative writing and Graphic Design Services.

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* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada. Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2012-03-02) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days
Insert: one hundred and eighty (180) days

2. Submission of Bids

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

Due to the nature of the bid solicitation, bids transmitted by facsimile and electronic mail to CBSA will not be accepted.

3. Certifications

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 five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the 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 Ontario.

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

6. Basis for Canada's Ownership of Intellectual Property

The CBSA has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds: (6.4.1) the main purpose of the contract, or of the deliverables contracted for, is to generate knowledge and information for public dissemination.

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 1 hard copy and 1 soft copy on CD;

Section II: Financial Bid 1 hard copy and 1 soft copy on CD;

Section III: Certifications 1 hard copy

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

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) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders should:

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

Section I: Technical Bid

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

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

Section II: Financial Bid

- 1.1 Bidders must submit their financial bid in accordance with Basis of Payment in Annex "B". The total amount of Applicable Taxes must be shown separately.

Section III: Certifications

Bidders must submit the certifications required under Part 5.



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.
- (c) For this Request for Proposal, the Bidder must submit only one proposed resource per work category for bid evaluation purposes. If the bidder submits more than one resource per work category, CBSA will evaluate the first resource in alphabetical order of their last names. All other proposed resources will not be evaluated. For the purpose of the financial evaluation, the CBSA will use the combined Total Estimated Cost for the proposed both proposed resources.

1.1 Technical Evaluation

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

2. Basis of Selection

2.1 Mandatory Technical Criteria

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract

PART 5 - CERTIFICATIONS

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

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



1. Mandatory Certifications Required Precedent to Contract Award

1.1 Code of Conduct and Certifications - Related documentation

By submitting a bid, the Bidder certifies 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.

2. Additional Certifications Precedent to Contract Award

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

2.1 Federal Contractors Program - Certification

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.



2.2 **Status and Availability of Resources**

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

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

2.3 **Education and Experience**

2.3.1 *SACC Manual* clause A3010T (2010-08-16) Education and Experience, forms part of the solicitation and resulting contract.

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

1. **Security Requirement**

There is no Security Requirement associated with this requirement.

2. **Insurance Requirements**

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.



PART 7 - RESULTING CONTRACT CLAUSES

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

1. Statement of Work

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

1.2 Task Authorization

The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

1.2.1 Task Authorization Process

1. The Project Authority will provide the Contractor with a description of the task using the "Task Authorization" form specified in Annex C.
2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis(bases) and methods of payment as specified in the Contract.
3. The Contractor must provide the Project Authority, within 24 hours of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
4. The Contractor must not commence work until a TA authorized by the Project Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

1.2.2 Task Authorization Limit

The Project Authority may authorize individual task authorizations up to a limit of **\$10,000.00** Goods and Services Tax or Harmonized Sales Tax included, inclusive of any revisions.

Any task authorization to be issued in excess of that limit must be authorized by the Contracting Authority before issuance.

1.2.4 Minimum Work Guarantee - All the Work - Task Authorizations

1. In this clause,

"Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and

"Minimum Contract Value" means 5% of the before tax contract value.
2. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 3. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not



exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.

3. In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.
4. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

1.2.5 Periodic Usage Reports - Contracts with Task Authorizations

The Contractor must compile and maintain records on its provision of services to the federal government under authorized Task Authorizations issued under the Contract.

The Contractor must provide this data in accordance with the reporting requirements detailed below. If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "nil" report.

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

The quarterly 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; and

4th quarter: January 1 to March 31.

The data must be submitted to the Contracting Authority no later than 15 calendar days after the end of the reporting period.

Reporting Requirement- Details

A detailed and current record of all authorized tasks must be kept for each contract with a task authorization process. This record must contain:

For each authorized task:

- i. the authorized task number or task revision number(s);
- ii. a title or a brief description of each authorized task;
- iii. the total estimated cost specified in the authorized Task Authorization (TA) of each task, GST or HST extra;
- iv. the total amount, GST or HST extra, expended to date against each authorized task;
- v. the start and completion date for each authorized task; and
- vi. the active status of each authorized task, as applicable.



For all authorized tasks:

- i. the amount (GST or HST extra) specified in the contract (as last amended, as applicable) as Canada's total liability to the contractor for all authorized TAs; and
- ii. the total amount, GST or HST extra, expended to date against all authorized TAs.

2. Standard Clauses and Conditions

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

2.1 General Conditions

2035 (2013-04-25), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

2.2 Supplemental General Conditions

4007 (2010-08-16), Canada to Own Intellectual Property Rights in Foreground Information, applies to and forms part of the contract

3. Security Requirement

There is no security requirement applicable to this Contract; however, should the Contractors personnel be required to come on site, they must be escorted at all times.

4. Term of Contract

4.1 Period of the Contract

The period of the Contract is from date of Contract for a period of one year inclusive.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Matthew Woods
Title: Contracting Officer
Organization: Canada Border Services Agency
Contracting and Materiel Management Division
Address: 473Albert Street
Ottawa, Ontario
K1A 0L8
Telephone: 613-941-6961
Facsimile: 613-948-9309
E-mail address: matthew.woods@cbsa-asfc.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:

Name: ***To be announced at contract award***
Title: ***To be announced at contract award***
Organization: ***To be announced at contract award***
Address: ***To be announced at contract award***
Telephone: ***To be announced at contract award***
Facsimile: ***To be announced at contract award***
E-mail address: ***To be announced at contract award***

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

The Contractors Representative for the Contract is:

Name: ***To be announced at contract award***
Title: ***To be announced at contract award***
Organization: ***To be announced at contract award***
Address: ***To be announced at contract award***
Telephone: ***To be announced at contract award***
Facsimile: ***To be announced at contract award***
E-mail address: ***To be announced at contract award***

6. Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.



7. Payment

7.1 Basis of Payment

The Contractor will be paid firm hourly rates as per Annex B, for work performed in accordance with the Contract. Customs duties are excluded and Applicable Taxes are extra.

7.2 Limitation of Expenditure - Cumulative Total of all Task Authorizations

1. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$ **To be announced at Contract Award**. Customs duties are excluded and Applicable Taxes are extra.
2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
3. 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 sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions,whichever comes first.
4. 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 Monthly Payment

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

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

7.4 Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

8. Invoicing Instructions

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

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
 - b. a copy of the release document and any other documents as specified in the Contract;
 - c. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
 - d. a copy of the monthly progress report.
2. Invoices must be distributed as follows:
 - a. The original and one (1) copy must be forwarded to the following address for certification and payment.
CBSA Finance
473 Albert, 6th Floor
Ottawa, Ontario K1A 0L8
 - b. One (1) electronic copy must be emailed to the Contracting Authority identified under the section entitled "Authorities" of the Contract.
 - c. One (1) electronic copy must be emailed to the Project Authority identified under the section entitled "Authorities" of the Contract.

9. Certifications

9.1 Compliance

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



10. **Applicable Laws**

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

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 supplemental general conditions 4007 (2010-08-16), Canada to Own Intellectual Property Rights in Foreground Information;
- (c) the general conditions 2035 (2013-04-25), General Conditions - Higher Complexity – Services;
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) the signed Task Authorizations (including all of its annexes, if any);
- (i) the Contractor's bid dated **To be announced at Contract Award**.

12. **Foreign Nationals (Canadian Contractor)**

SACC Manual clause A2000C (2006-06-16) Foreign Nationals (Canadian Contractor)

13. **Insurance**

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



ANNEX A STATEMENT OF WORK

Title	Communications services for sustainable development.
Objective	The Environmental Programs Division requires a Contractor that is specialized in communications to provide creative writing, design, lay out and web design services on an "as and when requested" basis for sustainable development activities, initiatives and events.
Background	<p>There is a continuous need to inform and educate the CBSA employees and stakeholders about the CBSA's sustainable development. The Environmental Programs Division plays a significant role in enabling CBSA to integrate the sustainable development principles by raising employee awareness of, and engagement in, sustainable development.</p> <p>Communications at all levels hold the key to the success of the sustainable development. The CBSA is a large and decentralized organization with over 14,000 employees. The diversity and dispersion of the Agency present communications challenges.</p> <p>The primary audience for the communications products is the management and staff of the CBSA. Throughout the year, there are multiple communications deliverables that must be produced to share information and/or to comply to different legal requirements.</p>
Scope	<p>The Contractor must provide a full range of writing products and design services for print and electronic media¹, exhibits and displays to meet the communications needs of the CBSA. The most common types of work undertaken will be the writing, design and layout of a variety of publication quality graphic design products that will include (but are not being limited to) the following:</p> <ul style="list-style-type: none"> • Messages (for events, from senior management, etc.); • Electronic media including Internet/intranet design and graphics, PDFs, e-bulletins, e-newsletters, presentations, etc.; • Publications, including newsletters etc.; • Brochures and pamphlets; • Posters; • Documents such as strategies, plans, reports, assessments; • Graphs and tables; • Illustrations and images; • Conference support materials and informational kits; • Exhibits and displays.
Tasks	The Contractor must provide the following services on an as and when requested basis: draft mock-ups, marked-up printed copy, photographs, digitized electronic mediums or other material as supplied. The Contractor must deliver the following services as requested:

¹ including Internet and intranet



	<p><u>Creative Consultation</u> The Contractor must provide consultation, brainstorming and research services related to the development of writing products, concepts, graphics and web design. Consultation services will be required in person at the business location of the Project Authority or by teleconference to develop or present creative ideas as specified by the authority for each project.</p> <p><u>Creative Writing</u> The Contractor must produce creative writing for various types of events or initiatives or activities or all of the aforementioned. The Contractor must provide the following:</p> <ul style="list-style-type: none">• Finding new creative writing ideas using character, setting and rich, graphic language to inform, persuade or create interest in a targeted audience;• Plan, research and write various texts as required by the Project Authority;• Modify and edit various texts as required by the Project Authority;• Review various texts for conformance to established standards. <p><u>Concept Development and Creative Design</u> The Contractor must provide creative concept development services for each of the designs to be developed or branding to be updated. The Contractor must provide the following:</p> <p>The Contractor must develop the design and provide two (2) design concepts for approval by the Project Authority, based on consultation with the Project Authority for each project unless otherwise requested by the Project Authority. These designs must meet the requirements of the <i>Federal Identity Program, federal multiculturalism and official languages</i>.</p> <p><u>Design rendering</u> Based on creative consultation with the Project Authority the Contractor must create the following visual recordings on the developed concept and on the design interpretations:</p> <ul style="list-style-type: none">• Prepare charts, graphs, tables and similar "graphic" items;• Create images or scan supplied photos or both for print or electronic media using web-safe color pallets and formats as required;• Retouch supplied photographs or images or both as required;• Revise the selected concept to produce a final design for approval;• Prepare and provide comprehensive color mock-ups of all design proposals and their subsequent revisions either in hard copy or PDF, as per instructions from the Project Authority;• Design web pages, templates and icons;• Design, create or modify PDF files or both (including PDF/X);• Convert files from word processing software;• Convert documents to HTML or from HTML to text format (i.e. MS Word) as required;• Provide graphic design for displays and exhibits. <p><u>Layout and Production</u> Layout is the process of putting all of the elements together up to the final stage to be used by the Project Authority. The Contractor is required to</p>
--	--



	<p>complete the final layout, including the following:</p> <ul style="list-style-type: none">• Translate electronic text files between programs;• Remove or correct formatting errors in the Project Authority's work;• Convert/format supplied text;• Prepare typographic elements as part of the design and layout of supplied text as required. All text will be of a suitable resolution according to current industry standards for the media and the trade;• Layout text and/or images to final format;• Import charts, graphs and tables for inclusion in the layout as required;• Import images (illustrative, photographic, etc.) for inclusion in the layout;• Solve design issues as they arise during the layout;• Key-in changes or corrections to text or images;• Prepare final electronic artwork for production.
Constraints	<ul style="list-style-type: none">• All information received as part of this contract is the property of the CBSA. It shall not be used for other purposes or distributed without prior approval. This applies to all types of documents, including electronic documents.• CBSA will retain the IP rights to all work produced under the grounds that it will be used for public dissemination.• Proofs are subject to Project Authority approval. Approval will be provided in writing by email from the Project Authority. If proofs are rejected the Contractor will have 48 hours to resubmit a proof that is acceptable to the Project Authority. If a proof is rejected by the Project Authority, the cost for all work required to deliver an acceptable proof will be borne by the Contractor.• The Contractor is responsible for the quality of the electronic media supplied to the Project Authority for use by the printer, web master or producer of exhibits and displays. The Contractor is responsible for any costs related to problems associated with file preparation. Errors are to be corrected by the Contractor at no cost to CBSA.• All graphic design materials produced must comply with the Federal Identity Program, contain the Canada wordmark, and the corporate colors. All electronic products must reflect the Common Look and Feel (CLF) guidelines published by TBS.• All final deliverables destined for the Internet must be coded and compiled to comply with the Government of Canada's Common Look and Feel 2.0 for the Internet standards and use only the Web-safe colors.• All non-electronic correspondence and deliverables should be certified as originating from a sustainable managed forest or with a minimum of 30% recycled content or both and processed chlorine free, whenever possible. Double-sided photocopying will be the default unless otherwise specified by the Task Authorization. Photocopied documents are to be in black and white format unless otherwise specified. The Contractor must provide proofs for client



	<p>review and approval either on-screen, by e-mail, CD, DVD or zip file.</p> <ul style="list-style-type: none">• The draft documents must be written in English or French or both as specified in the Task Authorization, then provided in electronic format. The final version must be provided in electronic and hard copy formats as per the Task Authorization.• The must Contractor provide Status updates as requested.• The Contractor must provide deliverables within as little as 24 hours' notice as per the Task Authorization. <p>The Contractor must initiate any quality control procedures that are necessary to achieve error-free components including the following:</p> <ul style="list-style-type: none">• Quality assurance of the design services and final product.• Quality assurance to ensure successful functionality and transfer of web design to CBSA intranet/Internet.• Proof reading of Contractor supplied text or changes to text or both including word breaks in English and French, punctuation, verification of typographical errors as required by the Project Authority.• Reviewing all changes or corrections to images. <p>The Contractor must provide final document for a wide range of print products, electronic media and exhibits and displays as per the Task Authorization. The final design product must be supplied to the Project Authority as final electronic artwork in the media format specified in the Task Authorization. Final electronic artwork and laser proofs must be produced as follows:</p> <ul style="list-style-type: none">• Artwork will be set according to web master specifications as specified by the Task Authorization.• The Contractor must return all completed work and all related files (i.e., layered or native files, text files, electronic files, graphics, images) as well as the output proofs. These files will be supplied on CD or as specified by the Task Authorization.• Information sheets containing the proper information on software, versions, fonts, colors, graphics, scanned images, etc., will be supplied with the electronic media.• Scanned images must be supplied as per the Task Authorization on the specified media as well as all other electronic sources required to proceed.• Sets of files for posting on Web sites must be accompanied with a specifications form that includes a file directory that lists all folders and files included and identifies which file serves as the home page, the development software (including version number) used to create the Web pages and any other information necessary to ensure correct appearance and functionality after posting. The Contractor must provide at no extra charge the source files used for the creation of text and graphics that appear in the files for posting on Web sites.• All deliverables must be complete upon delivery.
--	---



	<ul style="list-style-type: none">• A laser proof (output from a laser printer, laser-image setter or equivalent) must be supplied with the electronic media identifying all particulars of production.
Client Support	<ul style="list-style-type: none">• Material supplied by the Project Authority for any of the creative services may be supplied to the Contractor in the form of hand-written instructions, drafts or rough sketches, printed specimens with changes indicated, type-written manuscript, photographs, blueprints, HTML, PDF, photocopies or electronic media. The language of any Material supplied will normally be English or French.• All photographic imagery will be supplied to the Contractor by the Project Authority in hard copy (slide, print or transparency) or as electronic files. The Contractor is responsible for acquiring or preparing electronic files of the hard copy imagery to a suitable quality for final usage (high or low resolution scans as required by the Task Authorization), unless otherwise authorized by the Task Authorization. The Contractor may be required to retouch photographs. The Contractor may also be required to purchase photography from time to time from commercial image banks. It is the Contractor's responsibility to ensure that usage of these images follows all copyright regulations of the image bank.• All Material supplied by CBSA must be returned to CBSA with the final deliverables.
Schedule	The Contractor must provide a variety of communications products on an "as and when requested" basis as per a Task Authorization.
Deliverables	<p>The Contractor must coordinate and oversee all aspects of the products described as per each Task Authorization section to its completion. The Contractor must:</p> <ul style="list-style-type: none">• Provide Graphic Design and Creative Writing Services as outline in each Task Authorization;• Provide manage the project and coordinate within their team from the development and creative stages of all assigned projects to completion of final files;• Provide status reports for work in process as required by the Project Authority as requested; <p>The Project Authority may stipulate additional quality assurance requirements, as needed as referenced in the Task Authorization.</p>



**ANNEX B
BASIS OF PAYMENT**

The Contractor will be paid in accordance with the following Basis of Payment for Work performed pursuant to this Contract.

For the provision of Professional Services as described in Annex A - Statement of Work, the Contractor shall be paid the firm price below in the performance of this Contract, HST extra.

Contract Period

Category	Resource Name	Firm Hourly Rate	Level of Effort in Hours	Contract Total
Communications Writer	<i>TBA</i>	<i>TBA</i>	545	<i>TBA</i>
Graphic Designer	<i>TBA</i>	<i>TBA</i>	230	<i>TBA</i>

2.0 HST

- (a) All prices and amounts of money in the contract are exclusive of Goods and Services Tax (GST) or Harmonized Sales Tax (HST), as applicable, unless otherwise indicated. The GST or HST, whichever is applicable, is extra to the price herein and will be paid by Canada.
- (b) The estimated HST of **\$TBA** is included in the total estimated cost shown on page 1 of this Contract. The estimated GST/HST to the extent applicable will be incorporated into all invoices and progress claims and shown as a separate item on invoices and progress claims. All items that are zero-rated, exempt, or to which the GST/HST does not apply, are to be identified as such on all invoices. The Contractor agrees to remit to Canada Revenue Agency (CRA) any amounts of GST/HST paid or due.
- (c) All deliverables are F.O.B. Destination, and Canadian Customs Duty included, where applicable.
- (d) The Crown will not accept any travel and living expenses incurred by the Contractor as a consequence of any relocation required to satisfy the terms of the Contract.

All estimates contained in the Contract relating to travel, optional items or as and when requested goods or services are included solely for the administrative purposes of Canada and do not represent a commitment on the part of Canada to exercise such options or purchase such services.

3.0 Travel and Living

CBSA will not pay for any travel and living.



ANNEX C TASK AUTHORIZATION FORM

SAMPLE TASK AUTHORIZATION				
Contractor:			Contract Number:	
Requisition Number:			Financial Coding:	
Task Number:			Date:	
TA Request				
1. Description of Work to be Performed				
As per Statement of Work Draft Statement of Requirement and Evaluation Criteria for Requirement entitled:				
1.				
2. PERIOD OF SERVICES estimated:		From:	To:	
3. Work Location		Contractors Premises		
4. Travel Requirements		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify:		
5. Other Conditions /Restraints		As per the contract		
6. Task Proposal		Estimated Cost <input type="checkbox"/>	Fixed Price <input checked="" type="checkbox"/>	\$ /hour
7. LEVEL OF SECURITY CLEARANCE REQUIRED FOR THE CONTRACTOR'S PERSONNEL				
<input type="checkbox"/> Reliability Status <input type="checkbox"/> Secret <input type="checkbox"/> Top Secret <input checked="" type="checkbox"/> Other				
TA Proposal				
8. Estimated Cost Contract				
Category (Level) and Name of Proposed Resource	PWGSC Security File Number	Firm Hourly Rate	Estimated # of Hours	Total cost
	N/A			\$
			HST	\$
			Total	\$
TA Approval				
9. Signing Authorities				
Contractor's Representative	Organization Name		Date	
Project Authority	Organization Name		Date	
10. Basis of Payment & Invoicing				
In Accordance with the article entitled "Basis of Payment" in the Contract.				
Payment to be made based on receipt of detailed monthly invoices for services rendered, subject to full acceptance by the Project/Technical Authority. Total of payments not to exceed the grand total.				
Original invoices shall be sent to the Project/Technical Authority. One copy of each invoice, together with attachments, shall be sent to the Contracting Authority.				



ANNEX D TECHNICAL CRITERIA

METHOD OF EVALUATION

The requirements listed below will be evaluated on a pass/fail (i.e. compliant/non-compliant) basis. Proposals **MUST** demonstrate compliance with **ALL** of the following mandatory requirements and **MUST** provide the necessary documentation to support a determination of compliance. Proposals that fail to meet any mandatory requirements will be deemed non-responsive and given no further consideration. Proposals will be evaluated in accordance with the evaluation procedures and criteria set out in this document. Bids will be assessed in accordance with the entire requirement of the request for proposals (RFP) and the attached Statement of Work.

A CBSA evaluation team will assess the bids.

The evaluation team, while not obliged to, reserves the right to:

- a) Request clarifications or verify information provided by the bidder in relation to the current RFP.
- b) Contact certain or all of the references provided and interview, at the bidder's expense, the bidder and/or certain or all of the references in order to verify the information and data provided by the bidder. Forty-eight hours' notice will be given.
- c) If a bid does not provide sufficiently detailed information on any of the mandatory criteria it will be deemed ineligible. Bidders should understand that a simple list of previous experience, without additional information as to when and how the experience was acquired, will not satisfy the requirement to "demonstrate" experience for the purposes of the evaluation. All professional experience should be documented in the proposal and the bidder should specify the number of years and months worked for each contract.



MANDATORY CRITERIA

The Bidder **MUST** demonstrate that at least one of the Proposed Resources has:

Criteria	Mandatory Requirement	Bidder's Response		
		Insert Page # of Resume	Met	Not Met
M.1	A minimum of twenty-four (24) months experience within the last ten (10) years writing Canadian environmental and sustainable development material.			
M.2	A minimum of twenty-four (24) months experience producing communications documents (i.e.: newsletters, reports, guides, policies, promotional messages, press releases, etc.).			
M.3	A minimum of twenty-four (24) months experience producing graphic design products (i.e.: logos, posters, layout, interface and publication design, etc.).			