

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

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

**11 Laurier St. / 11, rue Laurier**

### Place du Portage, Phase III

## Core 0A1 / Noyau 0A1

## Gatineau

## Québec

**K1A 0S5**

**Bid Fax: (819) 997-9776**

## Request For a Standing Offer Demande d'offre à commandes

National Master Standing Offer (NMSO)

Offre à commandes principale et nationale (OCPN)

Canada, as represented by the Minister of Public Works and Government Services Canada, hereby requests a Standing Offer on behalf of the Identified Users herein.

Le Canada, représenté par le ministre des Travaux Publics et Services Gouvernementaux Canada, autorise par la présente, une offre à commandes au nom des utilisateurs identifiés énumérés ci-après.

## Comments - Commentaires

**Vendor/Firm Name and Address**

Raison sociale et adresse du

fournisseur/de l'entrepreneur

**Issuing Office - Bureau de distribution**

Communication Procurement Directorate/Direction de  
l'approvisionnement en communication

360 Albert St. / 360, rue Albert

12th Floor / 12ième étage

Ottawa

Ontario

K1A 0S5

<b>Title - Sujet</b> GRAPHIC DESIGN SERVICES	
<b>Solicitation No. - N° de l'invitation</b> EN578-133360/B	<b>Date</b> 2013-09-06
<b>Client Reference No. - N° de référence du client</b> EN578-13-3360	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$\$CX-011-63447
<b>File No. - N° de dossier</b> cx011.EN578-133360	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2013-09-26</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Amaral(CX Div.), Paola	<b>Buyer Id - Id de l'acheteur</b> cx011
<b>Telephone No. - N° de téléphone</b> (613)993-5642 ( )	<b>FAX No. - N° de FAX</b> (613)993-2581
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA PORTAGE III 6B1 11 LAURIER ST Gatineau Quebec K1A0S5 Canada	
<b>Security - Sécurité</b> This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

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## GRAPHIC, WEB, AND EXHIBIT AND DISPLAY DESIGN SERVICES

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## PART 1 GENERAL INFORMATION

### 1. Introduction

The Request for Standing Offers (RFSO) is divided into six parts plus attachments and annexes, as follows:

- Part 1      General Information: provides a general description of the requirement;
- Part 2      Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3      Offer Preparation Instructions: provides the offerors with instructions on how to prepare their offer 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 offer, and the basis of selection;
- Part 5      Certifications: includes the certifications to be provided
- Part 6      6A, Standing Offer, and 6B, Resulting Contract Clauses:
  - 6A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
  - 6B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Statement of Work, the Basis of Payment, the Standing Offer Reporting Requirements, and the Evaluation Grids. The Appendices include the List of Environmental Attributes.

### 2. Summary

The Government of Canada requires the provision of a full range of graphic, web, and exhibit and display design services to meet the needs of the Government of Canada on an "as and when requested basis".

These services will be provided to any Government of Canada department, agency or Crown corporation listed in Schedules I, I.1, II, and III of the Financial Administration Act, R.S., 1985, c. F-11. As a result of this competitive process, Public Works and Government Services Canada (PWGSC) will authorize National Master Standing Offers (NMSOs).

Standing Offers are offers from potential Offerors to provide services at prearranged prices, under set terms and conditions, on an "as and when requested basis". No contract exists until a call-up against a Standing Offer is issued by the Identified User specified herein. Individual call-ups against this NMSO cannot exceed **\$25,000.00**, including GST and HST.

PWGSC anticipates issuing Standing Offers to all fully qualified non-Aboriginal Offerors, and all fully qualified Offerors under the Set-Aside Program for Aboriginal Business (SPAB) for each Category of service.

Two (2) lists of qualified Offerors (one for Non-Aboriginal and Aboriginal firms, and another for solely Aboriginal firms) will be established for the provision of graphic design, web design, and exhibit and display design services.

If the Offeror 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, the Offeror will only be considered for both lists if the Offeror meets all of the conditions of the Set Aside Program for Aboriginal Business **and** none of the firms in the joint venture have also submitted an offer as a single entity.

The period for making call-ups against the Standing Offer is from date of Standing Offer award to August 31, 2015. If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for one additional two year period, from September 1, 2015 to August 31, 2017. under the same conditions and at the rates specified in the Standing Offer.

The scope of the services covered by the Standing Offers are detailed in the attached Annex "A" - Statement of Work.

Offerors must submit a list of names, or other related information as needed, pursuant to section 01 of Standard Instructions 2006.

A portion of this procurement has been 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". This RFSO is also being used to establish National Master Standing Offers (NMSOs) with Aboriginal firms as defined under the Set-Aside Program for Aboriginal Business (SPAB).

Further to Article 1802 of the Agreement on Internal Trade (AIT), AIT does not apply to the portion of this procurement set aside under the federal government's PSAB.

For services requirements, Offerors in receipt of a pension or a lump sum payment must provide the required information as detailed in Article 3 of Part 2 of the Request for Standing Offers (RFSO).

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

### 3. Debriefings

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing will be provided in writing.

### 4. Key Terms

**Standing Offer** - An offer from a supplier to provide goods and/or services to clients at prearranged prices or pricing basis and under set terms and conditions for a specified period on an as-and-when requested basis. A separate contract is entered into each time a call-up is made against a standing offer. When a call-up is made, the terms and conditions are already in place and acceptance by Canada if the supplier's offer is unconditional. Canada's liability is limited to the actual value of the call-ups made within the period specified in the standing offer.

Solicitation No. - N° de l'invitation

EN578-133360/B

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

cx011

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

EN578-13-3360

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**Standing Offer Holder** - A fully qualified Offeror (an individual or firm who submits an Offer in response to a Request for Standing Offer) who is subsequently authorized and in possession of a Standing Offer.

**Call-up Against a Standing Offer** - An order issued under the authority of a duly authorized user against a particular standing offer. Communication of a call-up against a standing offer to the offeror constitutes acceptance of the standing offer to the extent of the goods, services, or both, being ordered and causes a contract to come into effect. The parties to the contract that comes into effect when a call-up against a standing offer is made are Canada, as represented by the Minister of Public Works and Government Services and the offeror.

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## **PART 2 OFFEROR INSTRUCTIONS**

### **1. Standard Instructions, Clauses and Conditions**

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) 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.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The 2006 (2013-06-01) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of 2006, Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days

Insert: one hundred and twenty (120) days

#### **1.1 Basis for Canada's Ownership of Intellectual Property**

Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract(s) will belong to Canada, on the following grounds: where the material developed or produced consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.

#### **1.2 SACC Manual Clauses**

SACC Manual clause M9033T (2011-05-16) Financial Capability

### **2. Submission of Offers**

Offers must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated below:

**Bids must be submitted by 2:00 pm Eastern Daylight Savings Time (EDT) on September 26, 2013 to:**

Bid Receiving (HQ)  
Department of Public Works and Government Services  
Bid Receiving Unit  
Portage III, 0A1  
11 Laurier Street  
Gatineau, Quebec  
For couriers: J8X 4A6 For regular mail: K1A 0S5  
Telephone (819) 956-3370  
Fax No.: (819) 997-9776

Due to the nature of the Request for Standing Offers, transmission of offers by facsimile or electronic mail to PWGSC will not be accepted.

**3. Former Public Servant**

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

**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 Offeror a FPS in receipt of a pension?

YES ( ) NO ( )

If so, the Offeror 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, Offerors agree that the successful Offeror'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 Adjustment Directive

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive?

YES ( ) NO ( )

If so, the Offeror must provide the following information:

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

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 - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than **seven (7)** calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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

## 5. Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, 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 offerors.

## 6. Environmental Considerations

Canada is committed to greening its supply chain. In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to acquire products and services that have a lower impact on the environment than those traditionally acquired.

Environmentally preferable goods and services are those that have a lesser or reduced impact on the environment over the life cycle of the good or service, when compared with competing goods or services serving the same purpose. Environmental performance considerations include, among other things: the reduction of greenhouse gas emissions and air contaminants; improved energy and water efficiency; reduced waste and support reuse and recycling; the use of renewable resources; reduced hazardous waste; and reduced toxic and hazardous substances.

In accordance with the Policy on Green Procurement, for this solicitation:

- Offerors are encouraged to offer or suggest green solutions whenever possible.
- Offerors should consider the complete lifecycle of products and services provided to favour strategies, processes, and materials that assure sustainable development.
- Offerors are requested to provide all correspondence including (but not limited to) documents, reports and invoices in electronic format unless otherwise specified by the Contracting Authority or Project Authority, thereby reducing printed material. If correspondence is not provided in electronic format, double-sided printing in black and white is strongly encouraged, whenever possible.
- The paper format of the offer should be certified as originating from a sustainable managed forest and/or with a minimum of 30% recycled content.
- Offerors should recycle (shred) unneeded copies of non-classified/secure documents (taking into consideration the Security Requirements).

## PART 3 OFFER PREPARATION INSTRUCTIONS

### 1. Offer Preparation Instructions

Canada requests that offerors provide their offer in separately bound sections as follows:

**Section I: Technical Offer (5 hard copies and 1 soft copy on USB key)**

**Section II: Financial Offer (2 hard copies and 1 soft copy on USB key)**

**Section III: Certifications (2 hard copies)**

Offerors should clearly label all hard and soft copies of their offers with their name and the solicitation number.

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 offer only. No prices must be indicated in any other section of the offer.

All offers become the property of Canada and will not be returned to the offerors.

Canada requests that offerors follow the format instructions described below in the preparation of their offer:

- a) Use 8.5 x 11 inch (216 mm x 279 mm) paper;
- b) Use a numbering system that corresponds to the bid solicitation; and
- c) No plastic covers or binders, if possible. Please be considerate of the environment.

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, offerors 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 Offer**

In their technical offer, offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

#### **Section II: Financial Offer**

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

#### **Payment by Credit Card**

Canada requests that offerors complete one of the following:

- (a) ( ) Government of Canada Acquisition Cards (credit cards) will be accepted for payment of call-ups against the standing offer.

The following credit card(s) are accepted:

VISA \_\_\_\_\_

Master Card \_\_\_\_\_

- (b) ( ) Government of Canada Acquisition Cards (credit cards) will not be accepted for payment of call-ups against the standing offer.

The Offeror is not obligated to accept payment by credit card.

Acceptance of credit cards for payment of call-ups will not be considered as an evaluation criterion.

### **Section III: Certifications**

Offerors must submit the certifications required under Part 5.

## PART 4 EVALUATION PROCEDURES AND BASIS OF SELECTION

### Categories of Service:

There are three (3) Categories of service available for which an Offeror may qualify, as follows:

**Category #1: Graphic Design**

**Category #2: Web Design**

**Category #3: Exhibit and Display Design**

**An Offeror may qualify for one or more Categories under this solicitation, however an Offeror should submit only one (1) offer in response to this Request for Standing Offers.**

### **1. Evaluation Procedures**

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

#### **1.1. Technical Evaluation**

##### **1.1.1 Mandatory Technical Criteria**

#### **M.1 Financial Proposal**

The Offeror must provide costing information strictly in accordance with the Basis of Payment stipulated in Annex "B".

#### **M.2 Offeror's Profile**

The Offeror **must** complete the Offeror's Profile chart below.

<b><u>Offeror's Profile</u></b>	
<b>Offeror's legal name:</b>	
<b>Procurement business number (PBN):</b>	
<b>Any other relevant names under which the Offeror carries on business:</b>	
<b>Business address:</b>	
<b>Telephone:</b>	

<b>Facsimile:</b>	
<b>Offeror's website address:</b>	
<b>Main Contact Name:</b>	
<b>Telephone (including extension):</b>	
<b>E-mail address:</b>	
<b>Categories of Service being submitted:</b>	<input type="checkbox"/> Category #1: Graphic Design <input type="checkbox"/> Category #2: Web Design <input type="checkbox"/> Category #3: Exhibit and Display Design

### M.3 Offeror's Performance Resume

The Offeror must demonstrate having been in the Graphic Design, Web Design, and or Exhibit and Display Design business, as applicable, for a minimum of five (5) years prior to the closing date of this RFSO by submitting a corporate performance curriculum vitae which demonstrates five (5) years experience for **each** category submitted.

### M.4 Project Samples

For **each** category of service for which the Offeror is submitting, the Offeror must provide two (2) samples of design projects which were completed by the Offeror after July 01, 2010 that are similar in scope to the items identified in Annex "A" - Statement of Work, as applicable. A project sample may be used to demonstrate the experience for more than one category of service.

The Offeror must clearly identify which categories the project samples are being submitted for.

### M.5 References

The Offeror must provide a letter of reference that corresponds with **each** project sample submitted in M.4.

### M.6 Environmental Considerations

The Offeror must provide the following:

- (a) An existing or proposed company-wide environmental statement and mission (including environmental measures undertaken in office operations);
- (b) An existing or proposed action plan for energy sourcing (measures taken to improve energy efficiency, intended use of alternative fuel/power sources if the Offeror's premises is owned); and

- (c) An existing or proposed action plan for materials/equipment sourcing (intended use of recycled or reused products, waste management strategy).

## M.7 Language

The Offeror must confirm that its firm is capable of providing services in both official languages (English and French). As such, the Offeror must include a duly signed and dated copy of the following Certification in the Technical Proposal portion of the offer submission.

<b><u>Language Certification:</u></b>	
The Offeror hereby certifies that its firm is capable of providing services in both official languages (English and French).	
_____ <b>Signature</b>	_____ <b>Date</b>

**OFFERS NOT MEETING ALL OF THE MANDATORY REQUIREMENTS WILL BE GIVEN NO FURTHER CONSIDERATION.**

## 1.2 Financial Evaluation

### 1.2.1 Evaluation of Price

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

### 1.2.2 Financial Evaluation Criteria

Offers declared fully responsive according to the criteria identified in Article 2, Basis of Selection below will be evaluated based on the prices proposed in the Financial Offer, in accordance with Annex "B" Basis of Payment.

A mean plus one standard deviation calculation will be performed to determine the fully qualified offerors and the fully qualified Aboriginal offerors. The calculation will be performed as follows:

1. A Bid Evaluation Value (BEV) will be calculated for each Offeror. The total BEV will be the sum of all rates proposed by Offerors. A 'MEAN' will be calculate by adding all the BEVs proposed by Offerors, divided by the total number of offers. There will be one 'MEAN' calculated.
2. The mean plus one standard deviation will be calculated using the Microsoft Excel formula 'STDEV' plus the 'MEAN'. The **Range of Acceptable BEV (RAB)** will be determined using the 'STDEV' plus the 'MEAN' calculation.
3. Steps one and two will be repeated for only the Aboriginal offers, which will result in the establishment of an Aboriginal RAB.

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4. All fully responsive Offerors who have a BEV which is equal to and less than the RAB, calculated in #2 above, will be considered for Standing Offer award. All fully responsive Aboriginal offerors who have BEV which is equal to and less than the RAB, calculated in #2 and #3 above, will be considered for Standing Offer award under the Set-Aside Program for Aboriginal Business.

In the event that the Offeror's offer is the sole responsive offer received, the Contracting Authority will request a Price Justification in accordance with Article 14 of the 2006 (2013-06-01) Standard Instructions - Request for Standing Offers - Goods or Services Competitive Requirements.

## **2. Basis of Selection**

1. To be declared responsive, an offer must:

- (a) comply with all the requirements of the Request for Standing Offers (RFSO);
- (b) meet all mandatory technical evaluation criteria;

**Offers not meeting (a) or (b) above will be declared non-responsive.**

2. All fully responsive offerors who have a BEV which is equal to and less than the RAB, as calculated in article 1.2.2 Financial Evaluation Criteria above, will be considered for issuance of a Standing Offer. All fully responsive Aboriginal offerors who have a BEV which is equal to and less than the RAB, as calculated in article 1.2.2 Financial Evaluation Criteria above, will be considered for issuance of a Standing Offer under the Set-Aside Program for Aboriginal Business.



## PART 5 CERTIFICATIONS

Offerors must provide the required certifications and documentation to be issued a standing offer.

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default, if any certification is found to be untrue whether during the offer evaluation period, during the standing offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify Offeror's certifications. Failure to comply with this request will also render the Offer non-responsive or may result in the setting aside of the Standing Offer or will constitute a default under the Contract.

### 1. **Mandatory Certifications Required Precedent to Issuance of a Standing Offer**

#### 1.1 **Code of Conduct and Certifications - Related documentation**

By submitting an offer, the Offeror certifies that the Offeror and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Offer of Standard Instructions 2006. The related documentation therein required will assist Canada in confirming that the certifications are true.

#### 1.2 **Federal Contractors Program for Employment Equity - Standing Offer Certification**

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from HRSDC-Labour's website.

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

### 2. **Additional Certifications Precedent to Issuance of a Standing Offer**

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

#### 2.1 **Canadian Content Certification**

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

2.1.2. This procurement is limited to Canadian services.

The Offeror certifies that:

( ) the service offered is a Canadian service as defined in paragraph 2 of clause A3050T.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

## 2.2 Requirements for the Set-Aside for Aboriginal Business

The Offer certifies that it:

- ☐ Wishes to be considered **only** under the Set-Aside Program for Aboriginal Business. (Offerors wishing to be considered must complete the additional certifications below.)
- ☐ Wishes to be considered **both** under the Set-Aside Program for Aboriginal Business **and** as a Non-Aboriginal Offeror. (Offerors wishing to be considered must complete the additional certifications below.)
- ☐ Does not wish to be considered under the Set-Aside Program for Aboriginal Business.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

### 2.2.1 Set-aside for Aboriginal Business

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 Offeror:
  - i) certifies that it meets, and will continue to meet throughout the duration of the Offer, the requirements described in the above-mentioned annex.
  - ii) agrees that any subcontractor it engages under the Offer 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 Offeror must check the applicable box below:

- i) ( ) The Offeror is an Aboriginal business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.

OR

- i) ( ) The Offeror 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 Offeror must check the applicable box below:

- i) ( ) The Aboriginal business has fewer than six full-time employees.

OR

- i) ( ) The Aboriginal business has six or more full-time employees.

5. The Offeror must, upon request by Canada, provide all information and evidence supporting this certification. The Offeror 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 Offeror must provide all reasonably required facilities for any audits.

6. By submitting an offer, the Offeror certifies that the information submitted by the Offeror in response to the above requirements is accurate and complete.

## 2.2.2 Owner/Employee Certification - Set-aside for Aboriginal Business

The Offeror must provide the following certification for each owner and employee who is Aboriginal:

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 STANDING OFFER AND RESULTING CONTRACT CLAUSES

### ACQUISITION FEE

This National Master Standing Offer (NMSO) is managed by the Communication Procurement Directorate (CPD) of Public Works and Government Services Canada (PWGSC). CPD is a revenue dependant organization within PWGSC and therefore will charge all federal government departments and agencies a 3% fee based on the value of the resulting call-up (including positive value amendments) plus GST/HST, if applicable. The identified user must use the form PWGSC-TPSGC 942, Call-up Against a Standing Offer, and remit these forms to PWGSC - CPD on a quarterly basis for billing.

#### A. STANDING OFFER

##### 1. Offer

1.1 The Offeror offers to perform the Work in accordance with the Statement of Work at Annex "A".

##### 2. Security Requirement

There is no security requirement applicable to this Standing Offer.

##### 3. Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) 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.

##### 3.1 General Conditions

2005 (2012-11-19) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

##### 3.2 Supplementary General Conditions

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

##### 3.3 Standing Offers Reporting

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

The Offeror 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 Offeror must still provide a "nil" report.

The data must be submitted on a quarterly basis to the Standing Offer 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 Standing Offer Authority no later than 15 calendar days after the end of the reporting period.

#### **4. Term of Standing Offer**

##### **4.1 Period of the Standing Offer**

The period for making call-ups against the Standing Offer is from date of Standing Offer award to **August 31, 2015**.

##### **4.2 Extension of Standing Offer**

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for one additional two year period, from September 01, 2015 to August 31, 2017 under the same conditions and at the rates specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority 30 calendar days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

#### **5. Authorities**

##### **5.1 Standing Offer Authority**

The Standing Offer Authority is:

**Paola Amaral**

Senior Purchasing Assistant

Public Works and Government Services Canada

Acquisitions Branch

Communications Procurement Directorate

360 Albert St., 12th Floor, #5

Ottawa, ON K1A 0S5

Telephone: 613-993-5642

Facsimile: 613-993-2581

E-mail address: [paola.amaral@pwgsc-tpsgc.gc.ca](mailto:paola.amaral@pwgsc-tpsgc.gc.ca)

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, she is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

## 5.2 Project Authority

*The Project Authority for the Standing Offer is identified in each call-up against the Standing Offer.*

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up against the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

## 5.3 Offeror's Representative

*The Offeror's Representative for the Standing Offer will be identified in the resulting Standing Offer.*

## 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. Identified Users

The Identified Users authorized to make call-ups against the Standing Offer include any government department, agency or Crown corporation listed in Schedules I, I.1, II, and III of the *Financial Administration Act*, R.S., 1985, c. F-11.

## 8. Call-up Procedures

### 8.1 Pool of Offerors

The Identified User through its Contracting Authority will proceed as follows to issue a Call-up Against the Standing Offer:

- (a) All Call-ups against a Standing Offer can be made with any of the qualified Standing Offer Holders in the applicable Category of Service.
- (b) The responsibility for Standing Offer Holder selection for any specific Call-up lies solely with the Identified User.

### 8.2 Standing Offer Holders - Internet Site

The Standing Offer Holder should maintain an Internet site, accessible by Federal Government Departments, Commissions and Agencies, providing information on the services available on this NMSO and the Standing Offer Holder's qualifications to provide those services. If the Standing Offer Holder's website specifically refers to products available on its NMSO, the information presented must be accurate.

The Standing Offer Holder's web site must not suggest that other services, not offered and/or approved by PWGSC for supply against this NMSO, are available for purchase through Call-ups Against the Standing Offer. In the event of any discrepancy between the Standing Offer Holder's website and the NMSO, the NMSO shall prevail. The Standing Offer Holder's NMSO website is found at: \_\_\_\_\_.

### 8.3 Call-up Procedures

1. The Identified User will prepare a Statement of Work specific to their requirement, and select a Standing Offer Holder from the applicable Category of Service.
2. The Identified User will provide the selected Standing Offer Holder with the Statement of Work which includes the description of the task(s) to be performed. The Standing Offer Holder will be given a maximum of one (1) business day turnaround time to state their availability to provide the services within the project time frame, unless the requirement is deemed urgent by the Identified User, in which case the turnaround time would be shorter.
3. The Standing Offer Holder will confirm their availability and submit a project estimate for completion of the Work outlined in the Statement of Work, in accordance with the Standing Offer, to the Identified User within the allotted time, prior to commencement of the Work.
4. The project estimate must be established by multiplying the applicable rate(s) as specified in the Basis of Payment by the number of hours as agreed upon by the Identified User. The breakdown of costs must be submitted with every project estimate.
5. Travel and living expenses incurred under a Call-up Against a Standing Offer will be reimbursed provided that the Project Authority provided prior approval in writing, and provided that the expenses are in accordance with the Treasury Board Travel Directive as stipulated in the Basis of Payment.
6. The Identified User will authorize the Standing Offer Holder to proceed with the Work by issuing a Call-up Against a Standing Offer.
7. The delivery deadlines as negotiated and specified in the Call-up Against a Standing Offer must be adhered to.
8. The Standing Offer Holder must not undertake any of the specified Work unless and until a Call-up Against a Standing Offer is issued by the Identified User. The estimated cost stated in the Call-up must not be exceeded without the specific written authorization of the Identified User.
9. Should the Standing Offer Holder decline to provide the services or be unable to carry out the proposed services within the required time frame, the Identified User will be required to select another Standing Offer Holder from the applicable Category of service.
10. The Identified User must send a copy of the front page of the Call-up to the PWGSC-CPD Standing Offer Authority for billing of the 3% recovery fee.

### 9. Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using a form **PWGSC-TPSGC 942**, Call-up Against a Standing Offer, or an electronic version.

### 10. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed **\$25,000.00** (Goods and Services Tax or Harmonized Sales Tax included).

## 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 call-up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2012-11-19), General Conditions - Standing Offers - Goods or Services;
- d) the supplementary general conditions 4007 (2010-08-16), Canada to Own Intellectual Property Rights in Foreground Information;
- e) Annex "A", Statement of Work;
- f) Annex "B", Basis of Payment;
- g) Annex "C", Standing Offer Reporting Requirements; and
- h) the Offeror's offer dated \_\_\_\_\_.

## 12. Certifications

### 12.1 Compliance

Compliance with the certifications and related documentation provided by the Offeror is a condition of authorization of the Standing Offer and subject to verification by Canada during the term of the Standing Offer and of any resulting contract that would continue beyond the period of the Standing Offer. In the event that the Offeror does not comply with any certification, provide the related documentation or if it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

### 12.2 SACC Manual Clauses

SACC Manual clause M3060C (2008-05-12) Canadian Content Certification

## 13. Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province of Ontario.

## 14. Basis for Canada's Ownership of Intellectual Property

Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract(s) will belong to Canada, on the following grounds: where the material developed or produced consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.



## **B. RESULTING CONTRACT CLAUSES**

The following clauses and conditions apply to and form part of any contract resulting from a Call-up Against the Standing Offer.

### **1. Statement of Work**

The Contractor must perform the Work described in the call-up against the Standing Offer.

### **2. Standard Clauses and Conditions**

#### **2.1 General Conditions**

2029 (2013-04-25) General Conditions - Goods or Services (Low Dollar Value) apply to and form part of the Contract.

Section 12 Interest on Overdue Accounts, of 2029 (2013-04-25) General Conditions - Goods or Services (Low Dollar Value) will not apply to payments made by credit cards.

### **3. Term of Contract**

#### **3.1 Period of the Contract**

The Work must be completed in accordance with the call-up against the Standing Offer.

### **4. Authorities**

#### **4.1 Contracting Authority**

*The Contracting Authority will be identified in the call-up against the Standing Offer.*

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

#### **4.2 Project Authority**

*The Project Authority will be identified in the call-up against the Standing Offer.*

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

#### **4.3 Contractor's Representative**

*The name and contact information will be identified in the call-up against the Standing Offer.*

## **5. Proactive Disclosure of Contracts with Former Public Servants**

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

## **6. Payment**

### **6.1 Basis of Payment**

The Contractor will be paid in accordance with the Basis of Payment at Annex "B", for Work performed pursuant to the Call-up and subject to acceptance by the Project Authority.

### **6.2 Limitation of Expenditure**

1. Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_. Goods and Services Tax or Harmonized Sales Tax extra, as applicable.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - (a) when it is 75 percent committed, or
  - (b) four (4) months before the contract expiry date, or
  - (c) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

### **6.3 Single / Multiple Payments**

SACC Manual Clause H1000C (2008-05-12) Single Payment; or  
SACC Manual Clause H1001C (2008-05-12) Multiple Payments

### **6.4 SACC Manual Clauses**

SACC Manual Clause A9117C (2007-11-30) T1204 - Direct Request by Customer Department  
SACC Manual Clause C0705C (2010-01-11) Discretionary Audit

### **6.5 Payment by Credit Card**

The following credit cards are accepted: \_\_\_\_\_ and \_\_\_\_\_.

## 7. Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the 2029 (2013-04-25) General Conditions - Goods or Services (Low Dollar Value). Claims cannot be submitted until all work identified in the claim is completed.

The original and one (1) copy of each invoice together with attachments, will be forwarded to the Project Authority and one (1) copy of each invoice with attachments will be forwarded to the Contracting Authority identified herein.

## 8. 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 call-up against the Standing Offer;
- b) the articles of the Standing Offer;
- c) the general conditions 2029 (2013-04-25) General Conditions - Goods or Services (Low Dollar Value);
- d) Annex "A", Statement of Work;
- e) Annex "B", Basis of Payment; and
- f) the Standing Offer Holder's project estimate dated \_\_\_\_\_.

## 9. Insurance

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

## 10. SACC Manual Clauses

SACC Manual clause A3000C (2011-05-16) Aboriginal Business Certification (if applicable)

## **ANNEX "A"**

### **STATEMENT OF WORK**

#### **A.1 Overview**

To provide a full range of graphic, web, and exhibit and display design services on an "as and when requested" basis.

#### **A.2 Scope of Work**

To provide design services for print, electronic media, training materials, web pages, and exhibits and displays on an "as and when requested" basis. The Standing Offer Holder will adhere to federal policies, guidelines, programs and practices on communications and publishing as referenced in the Treasury Board Communications Policy.

##### **Graphic Design**

Graphic Design is the art or profession of visual communication that combines images, words, and ideas to convey information to an audience to produce a specific effect.

##### **Web Design**

Web design is the art or profession of the planning and creation of websites. It encompasses several different aspects, including technical development, webpage layout, content production, and visual design.

##### **Exhibit/Display Design**

Exhibit and Display Design is the art or profession of developing the concept design for an exhibit.

##### **A.2.1 Products:**

The Standing Offer Holder will provide a full range of design services for print and electronic media (including internet and intranet), training products, exhibits and displays, production art, and non technical illustrating services to meet the publishing and other needs of the Government of Canada.

The most common types of work undertaken will be the design and layout of a variety of publication quality graphic design products that will include (but are not be limited to) the following:

- Publications, including magazines, periodicals, newsletters etc.
- Brochures and pamphlets
- Business/calling cards
- Bookmarks
- Posters
- Reports, assessments and policy documents
- Books and inserts
- Maps, graphs, tables
- Certificates and awards
- Cartoons

- Illustrations and images (produced in black & white, specially mixed colours or four colour process)
- Informational kits (kit folders with inserts etc.)
- Conference support materials
- Electronic media including Internet/Intranet design and graphics, PDFs, e-bulletins, e-newsletters, overhead presentations etc.
- Minimal animation, such as Flash for web pages, as a part of the graphic design (this does not include animation for a full feature video)
- Exhibits and displays
- Training/e-Learning products
- Visual identifiers (corporate look and feel)
- Signs and banners

The Standing Offer Holder will be provided with details for each requirement on a project by project basis by the Identified User.

#### **A.2.2 Services:**

The Standing Offer Holder will provide the following creative services for products as required by the Identified User from call-up instructions, draft or rough mock-ups, marked-up printed copy, photographs, digitized electronic mediums or other material as supplied. Any or all of the services may be required for each requirement.

##### **A.2.2.1 Creative Consultation**

The Standing Offer Holder will provide consultation, brainstorming and research services related to the development of the concept and creative/graphics, web, e-Learning and animation (i.e. Flash) design.

Consultation services may be required in person at the business location of the Identified User, or by video conference (for those who are equipped for video conference), in person at the premises of the Standing Offer Holder or by teleconference to develop or present creative ideas as specified by the Identified User for each project.

The Standing Offer Holder may need to be available for face-to-face meetings as required, to discuss a project.

##### **A.2.2.2 Project Management for Creative Services**

The Standing Offer Holder will coordinate and oversee all aspects of the design work to its completion. Hourly rates include all aspects of design management, including research related to the development of the concept, quality assurance (QA) of all work completed by the Standing Offer Holder, production coordination, project scheduling and tracking, client and Standing Offer Holder liaison, meetings and design presentations as required.

The Standing Offer Holder will be required to:

- Provide project management services from the concept development and creative design stages of all assigned projects to completion of final files.
- Provide status reports for work in process as required by the Project Authority.

- Manage the workflow and budget during the complete process to ensure that each project stays on time and on budget.

#### **A.2.2.3 Concept Development, Art Direction and Creative Design**

The Standing Offer Holder will provide creative examination and concept development services for each of the designs to be developed or branding to be updated.

The Standing Offer Holder may be required to provide the following:

- Develop the design and provide two (2) acceptable design concepts 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 Federal Identity Program, federal multiculturalism and official languages. The chosen design out of the two (2) concepts provided to the Project Authority will become the property of the Crown.
- Provide Art direction to designers to ensure a high quality product in keeping with the approved concept and design.

#### **A.2.2.4 Design rendering**

Based on creative consultation, the Standing Offer Holder may be requested to create visual recordings on the developed concept and on the design interpretations.

- Design preliminary design thumbnails (either electronic or hard copy) for approval as required;
- Design black and white sketches as required;
- Prepare charts, graphs, tables and similar "graphic" items;
- Create images and/or scan supplied photos for print or electronic media using web-safe colour palettes and formats as required;
- Retouch supplied photographs and/or images as required;
- Revise the selected concept to produce a final design for approval (changes after this point will be considered author's alterations);
- Prepare and provide comprehensive colour mock-ups of all design proposals and their subsequent revisions either in hard copy or PDF, as per instructions from the Project Authority;
- Develop sample "pages" / storyboarding for electronic applications;
- Design web pages, templates and icons;
- Computer illustration or retouching;
- Animation and flash;
- Design, create and/or modify PDF files (including PDF/X);
- Production of master CDs or DVDs, which can include PDF files, splash pages/start up screens, graphic user interfaces and menu pages for navigation purposes;
- Testing for accessibility and web page optimization on various browsers and screen resolutions;
- Metadata tagging in HTML;
- Convert files from word processing software;
- Convert documents to HTML or from HTML to text format (i.e. MS Word and WordPerfect) as required;
- Create Web-ready art that includes ASP coding and HTML coding as required;

- Provide graphic design for training and e-learning products;
- Provide graphic design for displays and exhibits;
- Complete print specifications for solicitation and contracting purposes, as required.

#### **A.2.2.5 Creative Illustration**

The Standing Offer Holder may be required to provide creative illustration services including (but not limited to) the following:

- create line illustrations, continuous tone illustrations;
- develop electronic or hard copy image thumbnails for approval, black and white sketches or full comprehensive illustrations; and
- prepare final production files of illustrations.

The Project Authority will indicate the size of each creative (non-technical illustration).

The Standing Offer Holder will observe the requirements and instructions applicable to line illustrations, continuous tone photographs and continuous tone illustrations.

#### **A.2.2.6 Typography/Text Layout as a part of the graphic design:**

Design and selection of the type for written matter using a combination of typefaces, point sizes, line length, leading (line spacing) and letter spacing as required for the graphic design or illustration and page layout.

- Preparation of typographic design/text layout;
- All type will be crisp and sharp, and conform to current standards of the trade. Type styles and typefaces will be in accordance with the Government of Canada's requirements;
- Conversion/formatting of supplied text;
- Provision of page proofs.

#### **A.2.2.7 Inscriptions/Calligraphy**

- The Standing Offer Holder will provide calligraphy services;
- The Project Authority will specify inscriptions for certificates, diplomas or other documents.

#### **A.2.2.8 Layout and production**

The process of putting all of the elements together up to the final stage to be used by the Project Authority, the printer, the producer of exhibits and displays or the web master for use in production of the final product. The Standing Offer Holder may be required to complete the final layout, including the following:

- Translate electronic text files between programs;
- Remove or correct formatting errors in the Standing Offer Holder's own work;
- Convert/format supplied text;
- Remove or correct formatting errors in client-supplied text as required by the Project Authority;

- 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;
- Problem solve design issues as they arise during the layout;
- Key-in changes or corrections to text or images; and
- Prepare final electronic artwork for production.

### A.3 Quality Assurance

The Standing Offer Holder will initiate any quality control procedures that are necessary to achieve error-free components including (but not limited to) the following:

- Quality assurance of the design services and final product;
- Quality assurance to ensure successful functionality and transfer of web design to departmental environments;
- Quality assurance of changes to client supplied typographic elements including word breaks in English and French and text reflow;
- Proofreading all keyed-in changes or corrections performed by the Standing Offer Holder to client supplied text;
- Proof reading of client supplied text and/or changes to text 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.

### A.4 Final Design Product - Final Files for Print, Electronic Media and Exhibits and Displays

The Standing Offer Holder will provide final artwork for a wide range of print products, electronic media and exhibits and displays.

The final design product will be supplied to the Project Authority as final electronic artwork on the specified media. Final error-free camera-ready hard copy boards may be required for line illustrations or continuous tone illustrations as specified by the Project Authority.

Final electronic artwork and laser proofs will be produced as follows:

- Artwork will be set according to printer or electronic/web master specifications or as specified by the Project Authority.
- The Standing Offer Holder will 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 current electronic media such as CDs or as specified by the Project Authority.
- Information sheets containing the proper information on software, versions, fonts, colours, graphics, scanned images, etc., will be supplied with the electronic media.
- Special instructions, including (for example) trapping, spreading, choking information, will be provided with the electronic media.
- Scanned images will be supplied on the specified media as well as all other electronic sources required to proceed.



- 
- All final deliverables destined for Web sites must be created and compiled using industry standard software packages and must be ready for posting to a Web server.
  - 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 Standing Offer Holder 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 illustrations and photographs will be in place in final files.
  - Filename extensions must be properly updated in all layouts and must include appropriate extensions (ie. filename.eps, filename.qxd).
  - For final files for exhibits/displays created in Illustrator: ensure that files are embedded and saved as an .eps as opposed to an AI file. Convert fonts to outlines on all vector artwork.
  - For final files for exhibits/displays: supply all logos as VECTOR EPS files and not raster files such as photoshop EPS, JPEGs, GIFs or TIFFs.
  - Instructions indicating the dominant and secondary colour for any duotones will be indicated on the electronic media or laser proof or resolved in final form within the electronic files.
  - A laser proof (output from a laser printer, laser-image setter or equivalent) will be supplied with the electronic media identifying all particulars of production.
  - Laser copies produced to indicate position of illustrations will be clearly marked "for position only" or in French "positionnement seulement".
  - Colour divisions will be provided and clearly demonstrated on laser proofs and approved by client.
  - All sets of files for electronic media must be accompanied by colour laser proofs demonstrating the on-screen appearance of the final product.
  - The Standing Offer Holder may be required to store an electronic version of original materials developed under a call-up against the Standing Offer, and will maintain an inventory of such materials. Ownership of the material, and copyright of the materials, will always vest with the department.

## **A.5 Material Supplied**

Material supplied by the Project Authority for any of the creative services may be supplied to the Standing Offer Holder 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. Copy languages supplied for each Call-up will normally be supplied in English and/or French but may be supplied in any other language as required for the project. Proof reading of languages other than English or French is not a requirement of this Standing Offer.

## **A.6 Software**

The Government of Canada typically uses the following software:

- PC Base
- Mac Base
- MicroSoft suite
- Adobe Creative Suite
- WordPerfect
- Lotus suite

## **A.7 Photographs**

All photographic imagery will be supplied to the Standing Offer Holder by the Project Authority in hard copy (slide, print or transparency) or as electronic files. The Standing Offer Holder will be 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 Project Authority), unless otherwise authorized by the Project Authority. The Standing Offer Holder may be required to retouch photographs. The Standing Offer Holder may also be required to purchase photography from time to time from commercial image banks. It is the Standing Offer Holder's responsibility to ensure that usage of these images follows all copyright regulations of the image bank.

## **A.8 Author's Alterations**

Author's alterations or any alteration to the design or illustrative matter that is requested by the Project Authority is not a correction to the Standing Offer Holder's own work. Author's alterations will be directed only in writing by the Project Authority and will be completed at Canada's expense.

## **A.9 Components of the Work and Components Return**

- All projects should be delivered in an environmentally responsible manner, to the fullest extent possible.
- The Standing Offer Holder will deliver all completed projects together with all draft material as specified by the Project Authority upon completion of the requirements under a call-up.
- All original material supplied (artwork, electronic media, photographs) or created during production for any creative requirements is deemed to be the property of Canada and must be returned to the Project Authority identified in the call-up, within five working days of receiving the request to do so and at no additional cost to Canada.
- Components must be packaged appropriately and shipped in a manner to ensure safe delivery at the specified destination. Secondary packaging should be reduced, reusable, or recyclable, whenever possible.
- Components include any electronic files that the Standing Offer Holder may be holding as part of a call-up. Payment of invoices applicable to the specific call-up may be withheld until final electronic files are received. The Standing Offer Holder must provide the files on appropriate media such as CD, DVD, etc. as requested. The use of reusable electronic devices is preferable, whenever possible.

## **A.10 Service Standards - Response Time & Initial Meeting**

### **A.10.1 Regular Service:**

- The Standing Offer Holder must respond to the Project Authority upon notification of any requirement by the Project Authority within 24 business hours.

### **A.10.2 Urgent Service:**

- The Standing Offer Holder will be expected to respond to the Project Authority upon notification of any requirement by the Project Authority within 4 business hours.

## A.11 Considerations

### A.11.1 Standing Offer Holder's Responsibilities

The Project Authority will sign off on all final proofs, unless otherwise specified. The Standing Offer Holder will be 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, and is responsible for any costs related to problems associated with file preparation. The Standing Offer Holder will be responsible for any errors in components produced by the Standing Offer Holder. Errors are to be corrected by the Standing Offer Holder at no cost to Canada. Major errors will result in the job being rejected immediately. All rejected work will be returned to the Standing Offer Holder for correction at the Standing Offer Holder's expense.

### A.11.2 Design Considerations

All final graphic design materials produced must respect all applicable Government of Canada and departmental policies, standards, guidelines and regulations.

All graphic design materials produced should display the Federal Identity Program, the Canada wordmark, and the corporate colours. Use of these marks is governed by Government of Canada guidelines available at [http://www.tbs-sct.gc.ca/fip-pcim/index\\_e.asp](http://www.tbs-sct.gc.ca/fip-pcim/index_e.asp)

All electronic products should reflect the Common Look and Feel (CLF) guidelines published by TBS at Communications Policy : [http://www.tbs-sct.gc.ca/Pubs\\_pol/sipubs/comm/siglist\\_e.asp](http://www.tbs-sct.gc.ca/Pubs_pol/sipubs/comm/siglist_e.asp)  
Publishing Policies and Publications:  
[http://www.tbs-sct.gc.ca/pubs\\_pol/ciopubs/TB\\_CP/siglist\\_e.asp](http://www.tbs-sct.gc.ca/pubs_pol/ciopubs/TB_CP/siglist_e.asp)

All final deliverables destined for the Internet must be coded and compiled in a manner compliant with the Government of Canada's Common Look and Feel 2.0 for the Internet standards and use only the Web-safe colours as specified in the Government of Canada's Common Look and Feel 2.0 for the Internet standards: <http://www.tbs-sct.gc.ca/clf-nsi/default.asp>

### A.11.3 End-Product Considerations (Where Possible)

Where the Standing Offer Holder is involved in the recommendation and/or specification of printing requirements, the standards described below will be adhered to.

- The Government of Canada requires that vegetable-based inks be specified whenever possible.
- The Government of Canada requires that paper stocks conforming to the following be specified whenever possible: The Government of Canada uses only paper stocks considered to be environmentally preferable. Selection of these papers is based on factors such as sustainable development, life-cycle management and/or forest management. For this Standing Offer, papers from manufacturers certified under the Environmental Choice Program (ECP), or who are using fibre originating from a sustainably-managed forest certified to a third-party verified forest certification standard such as the Forestry Stewardship Council (FSC), Sustainable Forestry Initiative (SFI) or the Canadian Standards Association Sustainable Forest Management Standard (CSA/SFMS) will be acceptable for completion of the work.
- The quality of work will be specified in the printing specifications as either informational or library in accordance with the Public Works and Government Services Canada publication

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entitled "Quality Levels for Printing" and/or "Quality Levels for Colour Reproduction" latest issues.

#### **A.12 Quality Standards for Graphic Services**

- Standing Offer Holders must produce work of professional quality and use only material that will result in a final product of the quality level ordered by the Project Authority. Specifications provided by the Project Authority must be adhered to. Only a top quality level of work will be acceptable. All electronic artwork produced must meet generally accepted federal government standards for printing, colour reproduction, typesetting and binding.
- For the creative graphic and preparation of the non-technical illustrations, all work must be to current standards of the trade and must meet the requirements of the Project Authority.
- The Project Authority may stipulate additional quality assurance requirements, as needed. These will be stipulated in the call-up / contract and must be adhered to.

#### **A.13 Shipping**

All shipments will be FOB destination to the addresses specified in each call-up.

#### **A.14 Environmental Considerations**

All non-electronic correspondence and deliverables should be certified as originating from a sustainable managed forest and/or with a minimum of 30% recycled content and processed chlorine free, whenever possible. Double-sided photocopying will be the default unless otherwise specified by the Project or Contracting Authority. Photocopied documents are to be in black and white format unless otherwise specified.

The Standing Offer Holder is encouraged to provide proofs for client review and approval either on-screen or by e-mail, CD, DVD or zip file, wherever possible.

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## **ANNEX "B"**

### **BASIS OF PAYMENT**

All prices are in Canadian dollars, GST/HST extra, FOB job site.

#### **Professional Services**

The Standing Offer Holder will be paid a firm all inclusive rate in Canadian dollars, GST/HST extra if applicable for design services provided to the Project Authority identified in any resulting Call-Up Against the Standing Offer.

The rates charged for professional services are all-inclusive. They are to include the cost of labour, fringe benefits, general and administrative expenses, overhead, profit and the like, excepting only GST and HST if applicable. All expenses normally incurred in providing the services (i.e. project office space [including the Standing Offer Holder's hardware and software], routine art materials [pens, pencils, paper, etc.], word processing, reports, photocopying, courier and telephone charges, local travel and the like) are included in the rates identified herein, and will not be permitted as direct charges under any resulting Call-Up Against the Standing Offer.

The Standing Offer Holder is subject to the Applicable Laws as outlined in article 13 of the resulting Standing Offers. As such, the Standing Offer Holder is responsible for ensuring adherence to these Laws, including any applicable Labour Laws. The rates charged by the Standing Offer Holder reflect this responsibility and Canada will not be subject to additional charges not expressly laid out herein.

**Straight Time** - defined as eight (8) consecutive hours of work performed between the hours of 7:00 a.m. and 5:00 p.m, Monday through Friday.

**Overtime** - defined as hours outside of the Straight Time hours identified above, including Statutory Holidays. The Standing Offer Holder must obtain prior approval from the Project Authority prior to the performance of any overtime work. Canada is not liable for overtime charges that are not pre-authorized by the Project Authority.

Should overtime work be required and authorized, the rates stated herein will be increased by **50%**.

#### **Subcontracting**

All subcontracted requirements will be provided at net cost with a **10% mark-up**. Invoices from the Standing Offer Holder to Canada must be accompanied by copies of invoices from the subcontractors. Invoices from second-tier subcontractors (the subcontractors of the Standing Offer Holder's subcontractors) are not required under the Standing Offer.

#### **Travel and Living Expenses**

The Standing Offer Holder will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the Treasury Board Travel Directive ([http://www.tbs-sct.gc.ca/pubs\\_pol/hrpubs/TBM\\_113/td-dv\\_e.asp](http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/TBM_113/td-dv_e.asp)), and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

With respect to Modules 2, 3, and 4 of the Directive, meals will be reimbursed based on receipts up to a maximum of the daily allowances specified in Appendix C or D of the Directive, as applicable. If receipts are unavailable, the Standing Offer Holder may sign a Declaration in order to receive reimbursement.

Note: The Standing Offer Holder is not an employee of Canada and as such, is not eligible for any Government of Canada employee benefits as they pertain to the Treasury Board Travel Directive, or otherwise.

All travel must have the prior written authorization of the Project Authority.

All payments are subject to Government Audit.

### **Material Mark-up**

The following materials may be charged for at the rate of net cost, plus a **10% mark-up** to cover overhead and profit, with the written approval of the Project Authority:

- 3-D models in any medium (ie. clay);
- Storyboards;
- Full-size hard-copy mock-ups;
- Re-touched hard-copy photographs.

**OFFERORS MUST ENTER THEIR PRICES ON THE MS EXCEL SPREADSHEET PUBLISHED ON  
THE GOVERNMENT ELECTRONIC TENDERING SERVICE  
(<https://buyandsell.gc.ca/procurement-data/tenders>)  
AND RETURN IT ON USB ALONG WITH A PRINT OUT OF THE COMPLETED  
ANNEX "B" BASIS OF PAYMENT WITH THEIR OFFER.**

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



Solicitation No. - N° de l'invitation

EN578-133360/B

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

cx011

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

EN578-13-3360

cx011EN578-133360

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**ANNEX "D"**  
**EVALUATION GRIDS**

See attached.

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**APPENDIX "1"**  
**LIST OF ENVIRONMENTAL ATTRIBUTES**

*(To be inserted by the Standing Offer Authority prior to Standing Offer award, if included in the Offeror's response to M.6 Environmental Considerations.)*



**EVALUATION GRID FOR RFSO FOR GRAPHIC, WEB, AND EXHIBIT AND DISPLAY  
DESIGN SERVICES**

Offeror:

Evaluator's Initials:

<b>EVALUATION SUMMARY FOR RFSO FOR GRAPHIC, WEB, AND EXHIBIT AND DISPLAY DESIGN SERVICES</b>
<div style="display: flex; justify-content: space-between;"><div><b>MANDATORY REQUIREMENTS:</b></div><div><input type="checkbox"/> <b>MET</b></div><div><input type="checkbox"/> <b>NOT MET</b></div></div>
<div style="display: flex; justify-content: space-between;"><div><b>Mandatories Checked by:</b></div><div><b>Date:</b></div></div>
<b>Overall Comments:</b>

**EVALUATION GRID FOR RFSO FOR GRAPHIC, WEB, AND EXHIBIT AND DISPLAY  
DESIGN SERVICES**

Offeror:

Evaluator's Initials:

**EVALUATION TEAM SIGNATURES:**

\_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_

**NOTE TO EVALUATORS:** These evaluation grids contain the basic criteria. These grids must be used in conjunction with the RFSO document to ensure the evaluation is being conducted strictly in accordance with the published criteria.

**EVALUATION GRID FOR RFSO FOR GRAPHIC, WEB, AND EXHIBIT AND DISPLAY  
DESIGN SERVICES**

Offeror:

Evaluator's Initials:

**1.1 TECHNICAL EVALUATION**

**1.1.1 MANDATORY REQUIREMENTS**

Evaluation Criteria	Met	Not met
The bid is signed and bid submission requirements of Standard Instructions 2006 are met.		
The certifications in Part 5 have been completed and signed (either upon or following bid submission).		
Comments:		

Evaluation Criteria	Met	Not met
<b>M.1 FINANCIAL PROPOSAL</b>		
The Offeror must provide costing information strictly in accordance with the Basis of Payment stipulated in Annex "B" and Appendix "2".		
Comments:		

Evaluation Criteria	Met	Not met
<b>M.2 OFFEROR'S PROFILE</b>		
The Offeror must complete the Offeror's Profile chart from Part 4 of the bid solicitation document.		
Comments:		

**EVALUATION GRID FOR RFSO FOR GRAPHIC, WEB, AND EXHIBIT AND DISPLAY  
DESIGN SERVICES**

Offeror:

Evaluator's Initials:

Evaluation Criteria	Met	Not met
<b>M.3 OFFEROR'S PERFORMANCE RESUME</b>		
The Offeror must demonstrate having been in the Graphic Design, Web Design, and or Exhibit and Display Design business, as applicable, for a minimum of five (5) years prior to the closing date of this RFSO by submitting a corporate performance resume which demonstrates five (5) years experience for <b>each</b> category submitted.		
<b>Comments:</b>		

Evaluation Criteria	Met	Not met
<b>M.4 PROJECT SAMPLES</b>		
For each category of service for which the Offeror is submitting, the Offeror must provide two (2) samples of design projects which were completed by the Offeror after July 01, 2010 that are similar in scope to the items identified in Annex "A" - Statement of Work, as applicable. A project sample may be used to demonstrate the experience for more than one category of service.		
The Offeror must clearly identify which categories the project samples are being submitted for.		
<b>Comments:</b>		

Evaluation Criteria	Met	Not met
<b>M.5 REFERENCES</b>		
The Offeror must provide a letter of reference that corresponds with <b>each</b> project samples submitted in M.4.		
<b>Comments:</b>		

**EVALUATION GRID FOR RFSO FOR GRAPHIC, WEB, AND EXHIBIT AND DISPLAY  
DESIGN SERVICES**

Offeror:

Evaluator's Initials:

Evaluation Criteria	Met	Not met
<b>M.6 ENVIRONMENTAL CONSIDERATIONS</b>		
The Offeror must provide the following:		
(a) An existing or proposed company-wide environmental statement and mission (including environmental measures undertaken in office operations);		
(b) An existing or proposed action plan for energy sourcing (measures taken to improve energy efficiency, intended use of alternative fuel/power sources if the Offeror's premises is owned); and		
(c) An existing or proposed proposed action plan for materials/equipment sourcing (intended use of recycled or reused products, waste management strategy).		
<b>Comments:</b>		

Evaluation Criteria	Met	Not met
<b>M.7 LANGUAGE</b>		
The Offeror must confirm that its firm is capable of providing services in both official languages (English and French). As such, the Offeror must include a duly signed and dated copy of the Certification in the Technical Proposal portion of the offer submission.		
<b>Comments:</b>		