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Place du Portage, Phase III
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Gatineau

Québec

K1A 0S5

Bid Fax: (819) 997-9776

Revision to a Request for a Standing Offer

Révision à une demande d'offre à commandes

National Master Standing Offer (NMSO)

Offre à commandes principale et nationale (OCPN)

The referenced document is hereby revised; unless otherwise indicated, all other terms and conditions of the Offer remain the same.

Ce document est par la présente révisé; sauf indication contraire, les modalités de l'offre demeurent les mêmes.

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

Title - Sujet GRAPHIC DESIGN SERVICES		
Solicitation No. - N° de l'invitation EN578-133360/B	Date 2013-09-24	
Client Reference No. - N° de référence du client EN578-13-3360	Amendment No. - N° modif. 002	
File No. - N° de dossier cx011.EN578-133360	CCC No./N° CCC - FMS No./N° VME	
GETS Reference No. - N° de référence de SEAG PW-\$CX-011-63447		
Date of Original Request for Standing Offer		2013-09-06
Date de la demande de l'offre à commandes originale		
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-10-10		Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
Address Enquiries to: - Adresser toutes questions à: Amaral(CX Div.), Paola		Buyer Id - Id de l'acheteur cx011
Telephone No. - N° de téléphone (613) 993-5642 ()	FAX No. - N° de FAX (613) 993-2581	
Delivery Required - Livraison exigée		
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:		
Security - Sécurité This revision does not change the security requirements of the Offer. Cette révision ne change pas les besoins en matière de sécurité de la présente offre.		

Instructions: See Herein

Instructions: Voir aux présentes

Acknowledgement copy required	Yes - Oui	No - Non
Accusé de réception requis	<input type="checkbox"/>	<input type="checkbox"/>
The Offeror hereby acknowledges this revision to its Offer. Le proposant constate, par la présente, cette révision à son offre.		
Signature	Date	
Name and title of person authorized to sign on behalf of offeror. (type or print) Nom et titre de la personne autorisée à signer au nom du proposant. (taper ou écrire en caractères d'imprimerie)		
For the Minister - Pour le Ministre		

AMENDMENT 002

This solicitation amendment is issued to provide responses to questions received in response to this RFSO (continued from Amendment 001), to make changes to the RFSO solicitation document, and to make changes to Annex "B" Basis of Payment.

QUESTIONS AND ANSWERS:

Question # 18:

Could you tell me what you define as a corporate performance resume?

Answer #18:

Please refer to *Question and Answer #5* in Amendment 001.

Question #19:

For M.2: Offeror's Profile: Please clarify what must be provided for Category #2: Web Design. In other words, can we submit for the design only but not the development/programming?

Answer #19:

Yes, only the design portion of Web Design is applicable to this requirement. Development/programming of a website is not a part of this requirement. Please refer to #5 in the *Insertions and Deletions* section in Amendment 001.

Question #20:

For M.3, Offeror's Performance Resume: Can you please specify the elements you require in this requirement to ensure compliance?

Answer #20:

M.3 - Offeror's Performance Resume has been revised. Please refer to #2 in the *Insertions and Deletions* section in Amendment 001.

Question #21:

For M.4, Project Samples: Please confirm that photographs and/or PDFs of full design and layout for sample projects are acceptable.

Answer #21:

Yes. Photographs and/or PDFs of full design and layout will be accepted. Please refer to #3 in the *Insertions and Deletions* section in Amendment 001.

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Question #22:

For M.4, Project Samples: No written summary for each project is requested. Is this correct? If a written summary is required, please detail requirements to ensure compliance.

Answer #22:

Please refer to #3 in the *Insertions and Deletions* section in Amendment 001.

Question #23:

Annex "B" Basis of Payment: If we are not submitting for a particular category, example Category #2: Web Design, and therefore do not offer some of the services under the column "Type of Service", e.g., Web Producer for the Category #2, how will prices be evaluated?

Answer #23:

Annex "B" Basis of Payment has been revised. Please download/refer to **Annex "B" Basis of Payment - Amendment 001**.

Please also refer to #1 in the *Insertion and Deletions* section below.

Question #24:

Is it possible to get an extension on the submission date due to the number of questions submitted and the date the answers are provided by PWGSC?

Answer #24:

Please refer to #1 in the *Insertions and Deletions* section in Amendment 001.

Question #25:

What is a Procurement Business Number, and how do we go about getting one?

Answer #25:

Please visit

<https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/register-as-a-supplier> for information on how to obtain a Procurement Business Number (PBN).

Question #26:

We have an Aboriginal joint venture. Is it possible for us to put in two proposals: one as a non-Aboriginal business, and another as an Aboriginal business through our joint venture? I am reading page 5 of the RFSO, which says that "... If the Offeror is ... 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."

Can you clarify this for me? If the joint venture makes a proposal, does that mean that we, as a single entity, cannot submit a further proposal on our own as a non-Aboriginal business?

Answer #26:

If the Offeror submits an offer as a **joint venture** to be considered for **both** the Aboriginal Set Aside list and the Non-Aboriginal list, by signing the certification in Part 5 - Certifications, Section 2.2 Requirements for the Set-Aside for Aboriginal Business of the RFSO, and one of the firms of the joint venture also submits an offer for the Non-Aboriginal list, the Aboriginal offer submitted as a joint venture will **only** be considered for the Aboriginal list. For a joint venture offer to be considered for both lists, it is the firms' responsibility to ensure that their joint venture partner has not submitted an offer for the non-Aboriginal list.

If the Offeror submits an offer as a **joint venture** to be considered for **only** the Aboriginal Set Aside list, by signing the certification in Part 5 - Certifications, Section 2.2 Requirements for the Set-Aside for Aboriginal Business of the RFSO, both firms can submit separate individual offers for the Non-Aboriginal list. All offers will be evaluated as specified in Part 4 - Evaluation Procedures and Basis of Selection.

Question #27:

The RFSO seems to say that we can propose to be qualified in 1 or 2 or 3 of the required elements. However, if we propose to be qualified in ALL three areas (graphic design, web, and exhibit/display design), what happens if the reviewers find our qualifications meet your requirements in only 1 or 2 areas? Can they find us qualified in those areas, even if our proposal requests we be qualified in all three?

Answer #27:

Yes. Offeror's will receive a Standing Offer for only the categories for which they are fully responsive.

Question #28:

Can you please distinguish for me, the difference between the Hourly Rate (initial period) and Hourly Rate (optional period)?

Answer #28:

The **initial period** is the period of the Standing Offer as indicated in Part 6 - Standing Offer and Resulting Contract Clauses, Article 4.1 (Standing Offer award to August 31st, 2015).

The **optional period** is the optional period of the Standing Offer as indicated in Part 6 - Standing Offer and Resulting Contract Clauses, Article 4.2 (September 01, 2015 to August 31, 2017).

Question #29:

Is a rate required for every type of service identified on the excel spreadsheet?

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Answer #29:

Offerors must provide rates for only the types of services listed in Annex "B" Basis of Payment that are required by their firm to provide the services as described in Annex "A" Statement of Work, for each category proposed (graphic design, web design, and/or exhibit and display design).

Question #30:

Do we need to provide two project samples for each of the categories listed in A2.2 Services Page 29 - 31? Or do we only need two project samples for each of the categories on Page 28 (Graphic design, Web Design, Exhibit/Displays). I assume the latter is the case, meaning 6 project samples if we are applying for all 3 categories, however does that mean the project samples should reflect the categories on 29-31?

Answer #30:

Two (2) sample projects must be submitted for each **category of service** listed in Part 4 - Evaluation Procedures and Basis of Selection. For example, if an Offeror is submitting for all three (3) categories there should be a total of six (6) project samples submitted for evaluation.

Please refer to M.4 Project Samples in Part 4 - Evaluation Procedures and Basis of Selection of the RFSO solicitation document.

Question #31:

I was unable to find the downloadable MS Excel spreadsheet for entering Offeror prices on the Buy and Sell website. Can you provide more information such as the name of the file?

Answer #31:

Annex "B" Basis of Payment can be downloaded from the Buy and Sell website directly, if you have any problems please contact Buy and Sell directly at 1-855-886-3030 or 613-954-1621.

Question #32:

For the samples required, are electronic copies, pictures and/or screen shots acceptable? For Example: Can we supply electronic copies (PDF files) for any documents being submitted, screen shots and/or web addresses for the web samples and pictures and/or design drawing of the exhibits?

Answer #32:

Please refer to #3 in the *Insertions and Deletions* section in Amendment 001.

INSERTIONS AND DELETIONS

1. In Part 4 - Evaluation Procedures and Basis of Selection, ***delete*** Article 1.2 Financial Evaluation in its entirety, and ***replace with the following***:

1.2 Financial Evaluation

1.2. 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.

Each category of service will be evaluated separately.

A mean plus one standard deviation calculation will be performed for **each category of service** 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, for each category of service proposed, to determine the 'MEAN's. The BEV will be the sum of all rates proposed by Offerors, for each applicable category of service, divided by the number of rates (hourly rate for initial period plus optional period for each Type of Service is equal to one rate) proposed by the corresponding Offeror to create an average hourly rate per Offeror. The 'MEAN's will be calculated by adding all the BEVs proposed by Offerors for the particular category of service, divided by the total number of offers for the particular category of service. There will be three (3) 'MEAN's calculated.
2. For each 'MEAN', the mean plus one standard deviation will be calculated using the Microsoft Excel formula 'STDEV' plus the 'MEAN'. The **Range of Acceptable BEV (RAB)**, for each category of service, 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, per category of service.
4. For each category of service, 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 a BEV, for each category of service, 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. In Part 4 - Evaluation Procedures and Basis of Selection, ***delete*** Article 2. Basis of Selection in its entirety, and ***replace with the following***:

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. For each category of service, 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, for each category of service, 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.

3. **Delete Annex "B" Basis of Payment** in its entirety, and **replace with the following**:

**ANNEX "B"
BASIS OF PAYMENT**

***Please note that the MS Excel Spreadsheet has been revised.**

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), 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.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.