



# REQUEST FOR STANDING OFFER (RFSO)

**Subject:**

**Graphic Design Services**

For further details, please refer to the Statement of Requirement attached as **Part 3** of this document.

**Issue Date:**

July 21, 2014

**Closing Date and Time:**

August 15, 2014 at 11:00 am  
Eastern Standard Time

**RFP No:**

**SEN-001 14-15**

### SENATE INFORMATION

**Delivery address:**

The Senate of Canada  
Finance and Procurement Directorate  
40 Elgin street, Chambers Building, Room 1134  
Ottawa, Ontario  
K1A 0A4  
Attn: Jean Millette

**PLEASE MARK ALL CORRESPONDANCE AND ENVELOPES WITH THE RFP NUMBER INDICATED ABOVE.**

**ELECTRONIC BIDS WILL NOT BE ACCEPTED.**

**Contact:**

Jean Millette  
Supervisor, Procurement

**Telephone no:**

613-947-1922

**E-mail:**

[Jean.millette@sen.parl.gc.ca](mailto:Jean.millette@sen.parl.gc.ca)

### BIDDER SIGNATURE BLOCK

The Bidder offers and agrees to provide the Senate of Canada, upon the terms and conditions set out herein, including attachments to this document, the goods or services listed herein and on any attachment at the price(s) set out therefore.

The Bidder must have the legal capacity to contract. If the Bidder is a sole proprietorship, a partnership or a corporate body, the Bidder must provide, if requested by the Contracting Authority, a statement and any requested supporting documentation indicating the laws under which it is registered or incorporated together with the registered or corporate name and place of business. This also applies to Bidders submitting a bid as a joint venture.

Name of Firm:

Name of Representative:

Authorized Signature:

Date:

Position Title:

Email Address:

Telephone Number:

Fax Number:

GST Registration or Business Number:

## **Table Of Contents**

### **PART 1 - GENERAL INFORMATION**

1. *Introduction*
2. *Summary*
3. *Debriefings*

### **PART 2 - OFFERER INSTRUCTIONS**

1. *Prelude*
2. *Signature Requirement*
3. *Irrevocable Offers*
4. *Cost Related to the Preparation of Offers*
5. *Joint Venture*
6. *Inquiries and Communications*
7. *Provision of False or Incorrect Information*
8. *Delayed Bids*
9. *Price Justification*
10. *Conflict of Interest – Unfair Advantage*
11. *Funding Approvals*
12. *Applicable Laws*

### **PART 3 - BID PREPARATION INSTRUCTIONS**

1. *Bid Preparation Instructions*

### **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

1. *Evaluation Procedures*
2. *Mandatory Criteria*
3. *Rated Evaluation Criteria*
4. *Bidders Cost Proposal*
5. *Financial Evaluation*
6. *Basis of Selection*

### **PART 5 - CERTIFICATIONS**

1. *Mandatory Certifications Required With Bid*

### **PART 6 - RESULTING CONTRACT CLAUSES**

1. *Appropriate Law*
2. *Offer*
3. *Term of Standing Offer*
4. *Authorities*
5. *Call-up Instrument*
6. *Withdrawal*
7. *Joint Venture*
8. *Confidentiality*
9. *Miscellaneous Restriction*
10. *Termination of Agreement*
11. *Performance*
12. *Amendment to the Agreement*
13. *Ownership of Intellectual and Other Property Including Copyrights*
14. *Conflict of Interest*
15. *Discrimination and Harassment in the Workplace*

- 
16. *Health and Safety*
  17. *Priority of Documents*
  18. *Interpretation*
  19. *Assignment*
  20. *Delivery Date*
  21. *Time is of the Essence*
  22. *Indemnity Against Claims*
  23. *Right to Inspection*
  24. *Warranties*
  25. *Records to be Kept by the Contractor*
  26. *Rules and Regulations*
  27. *Subcontracts*
  28. *Replacement of Specific Individuals*
  29. *Basis of Payment*
  30. *Invoicing Instruction*
  31. *Interest on Overdue Accounts*

**ANNEX A** *Statement of Work*

**ANNEX B** *Basis of Payment*

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## **PART 1 - GENERAL INFORMATION**

### **1. Introduction**

The Request for Standing Offers (RFSO) is divided into five (5) 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            Offeror Preparation Instructions: provides 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 and the Basis of Payment.

### **2. Summary**

The Senate of Canada (Senate) is seeking to establish a Standing Offer for the supply of graphic design services, as defined in Annex A, Statement of Work.

### **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 5 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

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## PART 2 - OFFEROR INSTRUCTIONS

### 1. Prelude

- I. The Senate of Canada invites the submission of offers for the provision of goods or services as described in this document and in accordance with the stated mandatory requirements set forth in this Request for Standing Offers (RFSO).
- II. "Offeror" means the person or entity (or, in the case of a joint venture, the persons or entities) submitting an offer to perform a contract for goods, services or both. It does not include the parent, subsidiaries or other affiliates of the Offeror, or its subcontractors.
- III. Should there be any discrepancies between the English & French document, the English version of the RFSO will take precedence over the French RFSO.

### 2. Signature Requirement

- I. The Chief Executive Officer or a designate that has been authorized to commit the Offeror to contracts must sign the RFSO.
- II. Failure to sign the cover page will result in the disqualification of the offer.

### 3. Irrevocable Offers

- I. Offers will remain open for acceptance for a period of not less than sixty (60) days from the closing date of the RFSO, unless specified otherwise in the RFSO.
- II. The Senate of Canada reserves the right to seek an extension of the bid validity period from all responsive Offerors in writing, within a minimum of three (3) days before the end of the bid validity period. If the extension is accepted by all responsive Offerors, the Senate of Canada will continue with the evaluation of the offers. If the extension is not accepted by all responsive Offerors, the Senate of Canada will, at its sole discretion, either continue with the evaluation of the bids of those who have accepted the extension or cancel the solicitation.

### 4. Cost Related to the Preparation of Offers

- I. No payment direct or indirect will be made for costs that may be incurred relative to the preparation or submission of a proposal in response to this RFSO.

### 5. Joint Venture

- I. A joint venture is an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred as a consortium, to bid together on a requirement. Offerors who bid as a joint venture must indicate clearly that it is a joint venture and provide the following information:
  - a) the name of each member of the joint venture;
  - b) the Procurement Business Number of each member of the joint venture;
  - c) the name of the representative of the joint venture, i.e. the member chosen by the other members to act on their behalf, if applicable;
  - d) the name of the joint venture, if applicable.
- II. If the information is not clearly provided in the offer, the Offeror must provide the information on request from the Standing Offer Authority.
- III. The offer and any resulting contract must be signed by all the members of the joint venture unless one member has been appointed to act on behalf of all members of the joint venture. The Standing Offer Authority may, at any time, require each member of the joint venture to confirm that the

representative has been appointed with full authority to act as its representative for the purposes of the bid solicitation and any resulting contract. If a contract is awarded to a joint venture, all members of the joint venture will be jointly and severally or solidarily liable for the performance of any resulting contract.

## 6. Inquiries and Communications

- I. The contact person for all inquiries and other communications in regard to this RFSO is stated on the cover page of this document. Any communication or inquiries must be directed ONLY to this person. Non-compliance with this condition for that reason alone will result in the disqualification of Offeror's proposal. Answers to all questions shall be communicated in writing via BuyandSell.
- II. It is the responsibility of the Offeror to ensure that proposals are clear and complete. The Senate of Canada reserves the right to contact any Offeror during the evaluation of proposals to obtain clarifications.
- III. All enquiries regarding this RFSO must be received by e-mail at: [jean.millette@sen.parl.gc.ca](mailto:jean.millette@sen.parl.gc.ca) or by fax at 613-947-1943 by the Standing Offer Authority noted below, at least five (5) working days before the closing date.
- IV. To ensure the equality of information among Offerors, answers to enquiries which are relevant to the quality of proposals will be forwarded to all invited Offerors simultaneously, via email, without revealing the sources of the inquiry.

## 7. Provision of False or Incorrect Information

- I. The Senate of Canada will reject any proposals found to contain false, incorrect or misleading information. It is the responsibility of the Offeror to ensure that all information provided is accurate, clear and easily understood. Furthermore, the Senate of Canada may refer cases of fraudulent misrepresentation to the Royal Canadian Mounted Police for potential criminal investigation.

## 8. Delayed Offers

- I. An offer delivered to the specified bid receiving unit after the closing date and time but before the Standing Offer (SO) award date may be considered, provided the Offeror can prove the delay is due solely to a delay in delivery that can be attributed to the Canada Post Corporation (CPC) (or national equivalent of a foreign country). Purolator Inc. is not considered to be part of CPC for the purposes of delayed offers. The only pieces of evidence relating to a delay in the CPC system that are acceptable to The Senate of Canada are:

- a. a CPC cancellation date stamp; or
- b. a CPC Priority Courier bill of lading; or
- c. a CPC Xpresspost label

that clearly indicates that the offer was mailed before the bid closing date.

- II. Misrouting, traffic volume, weather disturbances, labour disputes or any other causes for the late delivery of offers are not acceptable reasons for the offer to be accepted by the Senate.
- III. Postage meter imprints, whether imprinted by the Offeror, the CPC or the postal authority outside Canada, are not acceptable as proof of timely mailing.

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## 9. Price Justification

- I. In the event that the Offer's bid is the sole responsive offer received, the Offeror must provide, on the Senate of Canada's request, one or more of the following price justification:
  - a. a current published price list indicating the percentage discount available to the Senate; or
  - b. a copy of paid invoices for the like quality and quantity of the goods, services or both sold to other customers; or
  - c. a price breakdown showing the cost of direct labour, direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, etc., and profit; or
  - d. price or rate certifications; or
  - e. any other supporting documentation as requested by the Senate.

## 10. Conflict of Interest – Unfair Advantage

- I. In order to protect the integrity of the procurement process, Offerors are advised that the Senate of Canada may reject an offer in the following circumstances:
  - a. if the Offeror, any of its subcontractors, any of their respective employees or former employees was involved in any manner in the preparation of the RFSO or in any situation of conflict of interest or appearance of conflict of interest;
  - b. if the Offeror, any of its subcontractors, any of their respective employees or former employees had access to information related to the RFSO that was not available to other Offerors and that would, in the Senate's opinion, give or appear to give the Offeror an unfair advantage.
- II. The experience acquired by an Offeror who is providing or has provided the goods and services described in the bid solicitation (or similar goods or services) will not, in itself, be considered by the Senate as conferring an unfair advantage or creating a conflict of interest. This Offeror remains however subject to the criteria established above.
- III. Where the Senate intends to reject an offer under this section, the Standing Offer Authority will inform the Offeror and provide the Offeror an opportunity to make representations before making a final decision. Offerors who are in doubt about a particular situation should contact the Standing Offer Authority before bid closing. By submitting an offer, the Offeror represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Offeror acknowledges that it is within the Senate's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

## 11. Funding Approvals

- I. Offerors should note that all contract awards are subject to the Senate of Canada's internal approvals process which includes the requirement of obtaining internal approvals should funding requirements exceed internal budgets for any proposed contract. Despite the fact that the Bidder may have been recommended for contract award, a contract will only be awarded if internal approval is granted according to the Senate of Canada's internal policies. In this case, if approval is not granted, a contract cannot be awarded.

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## 12. Applicable Laws

- I. Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.
- II. Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Offerors.



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## PART 3 - BID PREPARATION INSTRUCTIONS

### 1. Offer Preparation Instructions

The Senate of Canada requests that bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid 4 hard copies

Section II: Financial Bid 1 hard copy

Section III: Certifications 1 hard copy

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

The Senate of Canada requests that Offerors follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

Offerors must quote the RFP number, as part of the address information on the mailing label, bill of lading, or be visible on the outside of the mailing package.

#### **Section I: Technical Bid**

- I. In their technical bid, Offerors should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Offerors should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.
- II. The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, the Senate of Canada requests that Offerors address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Offerors may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

#### **Section II: Financial Bid**

- I. Offerors must submit their financial bid, in Canadian funds, in accordance with the Basis of Payment in Annex "B". The total amount of Applicable Taxes must be shown separately.

#### **Section III: Certifications**

Bidders must submit the certifications required under Part 5.

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 1. Evaluation Procedures

- I. Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- II. An evaluation team composed of representatives of the Senate of Canada will evaluate the bids.
- III. The following is the proposed format for the Offeror's Technical Proposal. It is mandatory that the information listed in the proposed index be included in the Offeror's Technical Proposal and that the index **must** appear on the **first** page of the bid.

Description	Page no.
<b><u>Mandatory Requirements:</u></b>	
Bidder's Index	
2.1 M1 Corporate Experience	
2.2 M2 Company History	
2.3 M3 Resumes of Resources	
2.4 M4 Porfolios	
2.5 M5 Letters of Reference	
2.6 M6 FTP Site	
2.7 M7 Software requirements	
2.8 M8 Official Languages	
<b><u>Rated Criteria</u></b>	
3.1 R1 Background Information	
3.2 R2 Key Staff	
3.3 R3 Portfolio	
3.4 R4 Official Languages	
3.5 R5 Clarity of Proposal	
3.6 R6 Environmental Initiatives	
3.7 R7 Cost Proposed	
<b><u>Financial Proposal</u></b>	
Annex B - Basis of Payment	

Description	Page no.
<b><u>Bidder's Detailed Proposal</u></b>	
Executive Summary	

## 2. Mandatory Criteria

- I. Offerors must ensure full compliance with the mandatory requirements to be considered responsive.
- II. Where indicated, Offerors must provide an explanation that clearly demonstrates full compliance with mandatory requirements. Documentation must be provided in support of claims of compliance to mandatory criteria.
- III. Ensure that the page and paragraph number in the Offerors' Technical Proposal is indicated in the column entitled "Page no." for all information included.
- IV. **Failure to clearly demonstrate full compliance or provide supporting documentation will result in the bid being found non-compliant.**
- V. For bids presented as joint ventures, Offerors must demonstrate that all parties meet the Mandatory Criteria. Where evaluation of years of experience is required, years of experience will be calculated for individually for EACH of the parties of the joint venture, not cumulatively.
- VI. Offerors MUST meet all the mandatory requirements of the RFP. No further consideration will be given to bidders not meeting all the mandatory criteria.

The mandatory criteria are:

MANDATORY CRITERIA	Compliant Y/N	Proposal Page Reference
Offerors must indicate clearly how they meet the following Mandatory Criteria:		
1. Offerors must demonstrate that they have at least five (5) years of experience within the last eight (8) years, providing services similar to the work requested in this RFP.		
2. The Offeror must provide the following background information: <ol style="list-style-type: none"> <li>a. A brief history and overview of the Offeror.</li> <li>b. The length of time the Offeror has been in business.</li> <li>c. If applicable, a corporate organization chart and number of in house staff employed by the Offeror in areas relevant to this RFP.</li> <li>d. A brief description (maximum 500 words) of the Offeror's ability to undertake the project as described in the Statement of Work.</li> </ol>		

<p>3. The Offeror will provide resumes for 2-3 key staff that the Offeror proposes to use for this contract. The resumes will clearly demonstrate why they are well suited for this contract, referring to the individual's qualifications, certifications, education and experience in work that is similar to the work requested in this RFP.</p> <p>a. The Offeror agrees that if during the contract period, any of these persons is replaced by your company, that each replacement will have at least equal competence as the person who is replaced.</p>		
<p>4. Offerors are required to submit four (4) portfolio pieces representing work done within the past two years, in hard copy and pdf format. The total dollar value of the design portion for at least one (1) project must have equaled or exceeded \$10,000.00, excluding any applicable taxes.</p> <p>The Offeror must provide the following for each portfolio piece submitted:</p> <p>a. A short project brief including assignment background, client objectives, target audience, timeframe and completion date;</p> <p>b. A list of any subcontracted requirements, if applicable; and</p> <p>c. A sample of the final design work (if an exhibit or billboard, a colour photo is acceptable).</p>		
<p>5. Offerors must provide at least three (3) letters of reference from clients with whom similar type of work was performed within the last two (2) years.</p> <p>a. The Senate reserves the right to communicate with all the references provided in this response to our proposal in order to obtain additional information on the services provided. The Senate cannot be used as a reference.</p> <p>b. References must include company name, contact name, contact telephone number, e-mail address, and a brief summary of work conducted.</p> <p>Reference checks will be conducted by e-mail or by telephone. Offerors will not be awarded points unless the response is received within five working days. If a response has not been received by the third working day following the Senate's initial e-mail or voicemail, an e-mail notification will be sent to the Offeror to allow the Offeror to contact its references directly to ensure responsiveness prior to the deadline. If the reference is unable to verify or validate the information stated in the proposal, the bid will be deemed non-compliant.</p>		

6. The Offeror must have an FTP site as outlined in section A.10 of the Statement of Work.		
7. The Offeror must meet software requirements as outlined in section A.8 of the Statement of Work.		
8. The Offeror must indicate how it demonstrates a sound understanding of both official languages, for the purposes of design, structure and comparative editing as outlined in section A.7 of the Statement of Work.		

### 3. Rated Evaluation Criteria

- I. Proposals that do not clearly meet all the mandatory requirements set forth in this RFP and do not attain a minimum of 70% for the requirements which are subject to the evaluation criteria point rating will be disqualified.
- II. Price is only one criterion in the evaluation of proposals. The Senate of Canada is seeking best overall value and will evaluate proposals on a point rating system based on evaluation criteria and assigned weight factors.
- III. Offerors must include all information relating to the criteria in the Offeror's Technical Proposal. All information contained within the Offeror's Technical Proposal must be complete and clear in order to be evaluated. Failure to include all information may result in disqualification of the proposal.
- IV. Offeror's Technical Proposal must begin with an index that indicates the location of the information relevant to the mandatory requirements and the evaluation criteria. A Offeror's Technical Proposal is incomplete without a Offeror's index. Failure to clearly indicate the location of information in the Technical Proposal may result in the disqualification of the proposal. A proposed Offeror's index has been included at Part 4 of this document.
- V. Each Evaluation Criteria is scored on an identified points system that is then multiplied by the Weight Factor of 70%, as applicable.

The rated evaluation criteria are:

<b>RATED EVALUATION CRITERIA</b>	<b>Points</b>	<b>Proposal Page Reference</b>
<b>R1. Background Information</b> <ol style="list-style-type: none"> <li>a. A brief history and overview of the Offeror.</li> <li>b. The length of time the Offeror has been in business.</li> <li>c. If applicable, a corporate organization chart and number of in house staff employed by the Offeror in areas relevant to this RFP.</li> <li>d. A brief description (maximum 500 words) of the Offeror's ability to undertake the work as described in the Statement of Work.</li> </ol>	<b>10</b>	

<p><b>R2. Key Staff</b></p> <p>The Offeror will provide resumes for all people listed in ANNEX B “Category of Service” that the Offeror proposes to use for this contract. The resumes will clearly demonstrate why they are well suited for this contract, referring to the individual’s qualifications, certifications, education and experience in work that is similar to the work requested in this RFP.</p>	<b>15</b>	
<p><b>R3. Portfolio</b></p> <p>Offerors are required to submit four (4) portfolio pieces (15 pts each) representing work done within the past two years, in hard copy and pdf format. The total dollar value of the design portion of each project must have equaled or exceeded \$10,000.00, excluding any applicable taxes.</p> <p>The Offeror must provide the following for each portfolio piece submitted:</p> <ol style="list-style-type: none"> <li>a. A short project brief including assignment background, client objectives, target audience, timeframe and completion date;</li> <li>b. A list of any subcontracted requirements, as applicable; and</li> <li>c. A sample of the final design work (if an exhibit or billboard, a colour photo is acceptable).</li> </ol>	<b>60</b>	
<p><b>R4. Official Languages</b></p> <p>The Offeror must indicate how it demonstrates a sound understanding of both official languages, for the purposes of design, structure and comparative editing as outlined in section A.7 of the Statement of Work.</p>	<b>5</b>	
<p><b>R5. Value Added Services</b></p> <p>Includes but are not limited to the layout of the Offeror’s proposal, ease of evaluating proposal, finding of information, clarity of proposal</p>	<b>5</b>	

<b>R6. Environmental Initiatives</b> - The Offeror should demonstrate the environmental initiatives it has implemented as part of everyday business operations.	<b>Score</b>	<b>Maximum Points</b>
<p>0 Points: No description provided OR the description provided does not demonstrate that the Offeror has implemented a corporate environmental initiative.</p> <p>1 Point: The description does not clearly demonstrate that the Offeror has implemented a corporate environmental initiative. Clarification required.</p> <p>2 Points: The description clearly demonstrates that the Offeror has implemented a corporate environmental initiative. The description provides details regarding the initiative such as, but not limited to participation to ONE of the following: use of energy-efficient lighting, participation in a recycling program, promotion of car-pooling, or other similar initiatives.</p> <p>3 Points: The description clearly demonstrates that the Offeror has implemented a corporate environmental initiative. The description provides details regarding the initiative such as, but not limited to participation to TWO of the following: use of energy-efficient lighting, participation in a recycling program, promotion of car-pooling, or other similar initiatives.</p> <p>5 Points: The description clearly demonstrates that the Offeror has implemented a corporate environmental initiative. AND the description demonstrates that the Offeror holds a third-party certification such as ISO 14001, EcoLogo, EnergyStart, Green Seal, Energuide, or other verifiable certification. To obtain maximum points, a copy of the certification <u>must</u> accompany the bid.</p>	<b>5</b>	
Total Score	<b>100</b>	
<b>R7. Cost Proposed</b>		
Cost will be evaluated utilizing the sample cases listed in "ANNEX B" Basis of Payment.		

#### 4. Bidders Cost Proposal

- I. Pricing must include all requirements as set forth in the RFP.
- II. **Pricing must be submitted in a separate document clearly labelled “Cost Proposal” along with the Offeror’s company name. No financial information may appear in the technical proposal.**

#### 5. Financial Evaluation

- I. The price of the bid will be evaluated in Canadian dollars, GST or HST excluded, FOB destination, Canadian customs duties and excise taxes included.
- II. For bid evaluation and contractor selection purposes only, the evaluated price of a bid will be determined in accordance with the Pricing Schedule detailed in Annex B, Basis of Payment.

#### 6. Basis of Selection

**Highest Combined Rating of Rated Evaluation Criteria 70%, mandatory criteria and Price 30%**

To be declared responsive, a bid must:

- (a) Comply with all the requirements of the bid solicitation;
- (b) Meet all the mandatory criteria; and
- (c) Obtain the required minimum number of points specified in Part 4, Section 3 Rated Evaluation Criteria for the point rated technical criteria.

Bids not meeting (a) or (b) or (c) will be declared non-responsive. Neither the responsive bid obtaining the highest number of points nor the one with the lowest evaluated price will necessarily be accepted.

The lowest evaluated price (LP) of all responsive bids will be identified and a pricing score (PS), determined as follows, will be allocated to each responsive bid (i):  $PS_i = LP / P_i \times 30$ .  $P_i$  is the evaluated price (P) of each responsive bid (i).

A technical merit score (TMS), determined as follows, will be allocated to each responsive bid (i):  $TMS_i = OS_i \times 70$ .  $OS_i$  is the overall score (OS) obtained by each responsive bid (i) for all the point rated technical criteria specified in Attachment 1, determined as follows: total number of points obtained / maximum number of points available.

The combined rating (CR) of technical merit and price of each responsive bid (i) will be determined as follows:  $CR_i = PS_i + TMS_i$ .

#### Multiple Contracts to be awarded

The responsive bids will be ranked in descending order of combined rating of technical merit and price; the responsive bid with the highest combined rating of technical merit and price being ranked first. Up to three (3) of the highest ranked responsive bids, starting with the responsive bid ranked first, will be recommended for award of a contract.



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## PART 5 - CERTIFICATIONS

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

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

### 1. Mandatory Certifications Required With Bid

#### 1.1 Status and Availability of Resources

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

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

#### 1.2 Education and Experience

The Offeror certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Offeror to be true and accurate. Furthermore, the Offeror warrants that every individual proposed by the Offeror for the requirement is capable of performing the Work described in the resulting contract.

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## **PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES**

### **A. STANDING OFFER**

#### **1. Appropriate Law**

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

#### **2. Offer**

- I. The Offeror offers to provide and deliver to the Senate of Canada the goods, services or both described in the Standing Offer, in accordance with the pricing set out in the Standing Offer if and when the Senate may request such goods, services or both, in accordance with the conditions listed at subsection 2 below.
- II. The Offeror understands and agrees that:
  - a) a call-up against the Standing Offer will form a contract only for those goods, services, or both, which have been called-up, provided that such Call-up is made in accordance with the provisions of the Standing Offer;
  - b) The Senate's liability is limited to that which arises from call-ups against the Standing Offer made within the period specified in the Standing Offer;
  - c) the Standing Offer cannot be assigned or transferred in whole or in part;
  - d) the Standing Offer may be set aside by the Senate at any time.

#### **3. Term of Standing Offer**

##### **3.1 Period of the Standing Offer**

- I. The period for making call-ups and providing services against the Standing Offer (SO) is from the date of issuance for a period of one (1) year.
- II. If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for two (2) additional one-year periods under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.
- III. 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 sixty (60) days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority

#### **4. Authorities**

##### **4.1 Standing Offer Authority**

- I. The Standing Offer Authority is:

Jean Millette  
Supervisor, Procurement  
The Senate of Canada  
Finance and Procurement Directorate  
40 Elgin Street, 11<sup>th</sup> Floor  
Ottawa ON

Telephone: 613-947-1922

Facsimile: 613-947-1943

E-mail address: [jean.millette@sen.parl.gc.ca](mailto:jean.millette@sen.parl.gc.ca)

- II. 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, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

#### **4.2 Project Authority** (will be identified upon issuance)

- I. The Project Authority for the Standing Offer is identified in the call-up against the Standing Offer.
- II. The Project Authority is the representative of the Senate 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.

#### **4.3 Offeror's Representative** (Offeror to complete)

Primary Contact:

Name: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_

#### **5. Call-up Instrument**

- I. The Work will be authorized using a Purchase Order, detailing the requirement.

#### **6. Withdrawal**

- I. In the event that the Offeror wishes to withdraw the Standing Offer after authority to call-up against the Standing Offer has been given, the Offeror must provide no less than thirty (30) days' written notice to the Standing Offer Authority, unless specified otherwise in the Standing Offer. The thirty (30) days' period will start upon receipt of the notification by the Standing Offer Authority and the withdrawal will be effective at the expiry of that period. The Offeror must fulfill any and all call-ups which are made before the expiry of that period.

#### **7. Joint Venture**

- I. If the Offeror is a joint venture, the Offeror agrees that all members of the joint venture are jointly and severally or solidarily liable for the performance of any contract resulting from the Standing Offer. If the membership of a joint venture changes, the Standing Offer will be set aside by the Senate of Canada.

#### **8. Confidentiality**

- I. Any information of a character confidential to the affairs of the Senate of Canada, its members or any of its staff, employees or contractors to which the Offeror or any of its employees, staff or sub-contractors become privy as a result of services to be performed under this contract shall be treated as confidential during and after the performance of the services.

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**9. Miscellaneous Restrictions**

- I. Under no circumstances shall the Offeror use any stationery with a Senate letterhead to conduct business under this agreement.
- II. It is the intention of the parties that the agreement is for the performance of a service or services and that the Offeror is engaged as an independent contractor providing services to the Senate and that the Offeror's Directors, Officers, Employees are not engaged as Senate employees and they are not subject to the terms and conditions of employment or privileges applicable to the employees of the Senate.
- III. No Offeror or their staff can render services or benefit from payments under a contract with the Senate if they are a family member (as defined in the *Senate Administrative Rules*) of the end user or of someone in a similar position who has influence over the scope of work.

**10. Termination of Agreement**

- I. The Senate of Canada may immediately terminate this agreement if the Contractor is for any reason unable to provide the work, services or goods required under this agreement. Such termination notice shall be made in writing.
- II. The Senate of Canada may immediately terminate the agreement if it is determined that the work, services or goods provided by the Contractor are not satisfactory. Such termination notice shall be made in writing.
- III. The Senate of Canada may terminate the agreement upon a thirty (30) day written notice if it is determined that the services or goods provided by the Contractor, either in whole or in part are no longer required.
- IV. In the event that this agreement is terminated prematurely, the fee shall be reduced pro rata.
- V. In case of prorogation or dissolution of Parliament, this agreement may be immediately terminated upon written notice to the contractor.

**11. Performance**

- I. The Contractor shall report the performance under this agreement to the Senate of Canada in whatever format and frequency that the Senate of Canada may require.

**12. Amendment to the Agreement**

- I. No person other than the Manager of Purchasing and Contracting or his designate can amend this agreement in any form. Any changes to the original agreement must be made in writing.

**13. Ownership of Intellectual and Other Property Including Copyrights**

- I. Documents and information ("work") produced by the Contractor in the performance of this contract as well as the copyrights in and to the work, shall vest in and remain the property of the Senate of Canada.
- II. Work shall be marked with the following copyright notice: © Senate of Canada (year)

**14. Conflict of Interest**

- I. The Contractor declares that the Contractor has no pecuniary interest in the business of any third party that would cause a conflict of interest or seem to cause a conflict of interest in carrying out the work. Should such an interest be acquired during the life of the contract, the Contractor shall declare it immediately to the Senate.
- II. It is a term of this contract that no former public office holder who is not in compliance with the Conflict of Interest Act shall derive a direct benefit from this contract.

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**15. Discrimination and Harassment in the Workplace**

- I. The Contractor acknowledges the responsibility of the Senate of Canada to ensure, for its employees, a healthy work environment, free of harassment. A copy of the *Senate Policy on Prevention and Resolution of Harassment in the Workplace*, which is also applicable to the Contractor, is available upon request.
- II. The Contractor must not, either as an individual, or as a corporate or unincorporated entity, through its employees or subcontractors, harass, abuse, threaten, discriminate against or intimidate any employee, contractor or other individual employed by, or under contract with the Senate of Canada. The Contractor will be advised in writing of any complaint and will have the right to respond in writing. Upon receipt of the Contractor's response, the Contracting Authority will, at its entire discretion, determine if the complaint is founded and decide on any action to be taken.

**16. Health and Safety**

- I. The Contractors, retained through the Finance Directorate, will be advised of their Occupational Health and Safety duties and responsibilities while working in the Senate workplace. The Contractor will be responsible for taking corrective action as warranted in cases of breach of those duties and responsibilities, as advised by the Director of Finance, Senate of Canada, or the Contracting Officer.

**17. Priority of Documents**

- I. 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) Annex A, Statement of Work;
  - d) Annex B, Basis of Payment;
  - e) the Offeror's offer dated \_\_\_\_\_ .

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**B. RESULTING CONTRACT CLAUSES**

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

**18. Interpretation**

- I. "The Agreement" means the particular agreement or content of which, in each specific case, these general conditions are made a part.
- II. "The Contract" includes the agreement, these general terms and conditions and any supplementary conditions, specifications, labour conditions, schedules and any other documents referred to in the agreement as constituting the contract.
- III. "Supplementary Conditions" means any other general conditions forming part of the contract.
- IV. "Work" means the whole of the work, services, materials, matters and things required to be done, furnished and performed in order to carry out the contract including all goods to be delivered.
- V. "Contract Price" means the amount expressed in the contract to be payable to the Contractor for the finished work.

**19. Assignment**

- I. The contract shall not be assigned in whole or in part by the Contractor without the prior written consent of the Senate of Canada and any assignment made without that consent is void and of no effect.
- II. No assignment of the contract shall relieve the Contractor from obligations under the contract or impose any liability upon the Senate of Canada.

**20. Delivery Date**

- I. All the deliverables must be received on or before \_\_\_\_\_ (*insert date upon call-up*).

**21. Time is of the Essence**

- I. Time is of the essence in this contract. It is essential that the Work be performed within or at the time stated in the Contract.
- II. Any delay by the Contractor in performing the Contractor's obligations under the contract which is caused by events beyond the Contractor's control must be reported in writing to the Senate of Canada. This notice shall state the cause and circumstances of the delay. Furthermore, when requested to do so, the Contractor shall deliver, in a form satisfactory to the Senate of Canada, a "work around plan" including alternative sources and any other means that the Contractor will utilize to overcome the delay.
- III. Unless the Contractor complies with the notice requirements set forth in the contract, any delays that would constitute an excusable delay shall be deemed not to be an excusable delay.
- IV. Notwithstanding that the Contractor has complied with the notice requirements, the Senate of Canada may exercise any right of termination contained in the contract.

**22. Indemnity Against Claims**

- I. Except as otherwise provided in the contract, the Contractor shall indemnify and save harmless the Senate of Canada from and against any and all claims, damages, loss, costs and expenses which they may at any time incur or suffer as a result or arising out of;
  - any injury to persons (including injuries resulting in death) or loss of or damage to property of others which may be alleged to be caused by or suffered as a result of the carrying out of work or any part thereof ; and
  - any liens, attachments, charges or other encumbrances or claims upon or in respect of any materials, parts, work in progress or finished work delivered to or in respect of which any payments has been made by the Senate of Canada.

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**23. Right to Inspection**

- I. The Senate of Canada reserves the right of access to any records resulting from this contract.

**24. Warranties**

The Contractor warrants that:

- I. The Contractor is competent to perform the Work required as per the terms and conditions of the Contract and the Contractor has the necessary qualifications, including the knowledge, skill and ability to perform the Work effectively;
- II. The Contractor shall provide, as per the terms and conditions of the Contract, a quality of service at least equal to that which Contractors generally would expect of a competent Contractor in a like situation;
- IV. The Contractor has complete authority to enter into this Contract;
- V. The Contractor warrants all work and services performed or goods delivered for a period of no less than 12 months from the completion of services or date of delivery.

**25. Records to be Kept by the Contractor**

- I. The Contractor shall keep proper accounts and records of the costs of work, services and goods and all expenditures or commitments made by the Contractor including the invoices, receipts and vouchers. These accounts and records shall at reasonable times be open to audit and inspection by the authorized representatives of the Senate of Canada, who may make copies and take extracts therefrom.
- II. The Contractor shall not dispose of the documents referred to herein without the written consent of the Senate of Canada, but shall preserve and keep them available for audit and inspection for such period of time as may be specified elsewhere in the contract or, in the absence of such specification, for a period of two years following the completion of the work or services or delivery of goods.

**26. Rules and Regulations**

- I. In its operation, the Contractor and its employees will comply and abide by all lawful rules and regulations of the Senate of Canada which may be established from time to time, provided that no such rules or regulations shall inhibit the Contractor from exercising its rights and duties hereunder.
- II. The Contractor further understands that, to ensure fairness, openness and transparency in the procurement process, the commission of certain acts or offences may result in a termination for default under the Contract. If the Contractor made a false declaration in its bid, makes a false declaration under the Contract, fails to diligently maintain up to date the information herein requested, or if the Contractor or any of the Contractor's affiliates fail to remain free and clear of any acts or convictions specified herein during the period of the Contract, such false declaration or failure to comply may result in a termination for default under the Contract. The Contractor understands that a termination for default will not restrict Canada's right to exercise any other remedies that may be available against the Contractor and agrees to immediately return any advance payments

**27. Subcontracts**

- I. The Contractor must obtain the Contracting Authority's written consent before subcontracting or permitting the subcontracting of any part of the Work. A subcontract includes a contract entered into by any subcontractor at any tier to perform any part of the Work.
- III. In any subcontract, the Contractor must, unless the Contracting Authority agrees in writing, ensure that the subcontractor is bound by conditions compatible with and, in the opinion of the Contracting Authority, not less favourable to the Senate of Canada than the conditions of the Contract.

- IV. Even if the Senate of Canada consents to a subcontract, the Contractor is responsible for performing the Contract and the Senate of Canada is not responsible to any subcontractor. The Contractor is responsible for any matters or things done or provided by any subcontractor under the Contract and for paying any subcontractors for any part of the Work they perform.

## **28. Replacement of Specific Individuals**

- I. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
- II. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to the Senate of Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
- a) the name, qualifications and experience of the proposed replacement; and
  - b) proof that the proposed replacement has the required security clearance granted by the Senate of Canada, if applicable.
- III. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

## **29. Basis of Payment**

- I. The Contractor will be paid in accordance with the Basis of Payment in Annex B.

## **30. Invoicing Instructions**

- I. An itemized invoice certified by the Contractor shall be forwarded to:

**The Senate of Canada  
Finance and Procurement Directorate  
Parliament Buildings  
Ottawa, Ontario  
K1A 0A4**

**or by e-mail at: [finpro@sen.parl.gc.ca](mailto:finpro@sen.parl.gc.ca)**

- II. Payment by the Senate to the Contractor for work, or goods, shall be made:
- In the case of a progress payment other than the final payment, within thirty (30) days following the date on which a claim for progress payment is received according to the terms of the contract;
  - In the case of a final payment, within thirty (30) days following the date of receipt of a final invoice for payment, or within thirty (30) days following the date on which the work is completed or the goods delivered and accepted, whichever date is the later;
  - If the Senate has any objections to the invoice, written notification of the nature of such objections shall be forwarded to the Contractor.
- III. Progress payments are interim payments only. The Senate of Canada may conduct an audit and interim time and cost verifications and reserves the rights to make adjustments to the Contract from



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time to time during the performance of the Work. Any overpayment resulting from progress payments or otherwise must be refunded promptly to the Senate of Canada.

### **31. Interest on Overdue Accounts**

For the purpose of this section:

- I. An amount is “due and payable” when it is due and payable by the Senate to the Contractor according to the terms and conditions of the contract.
- II. An amount is overdue when it is unpaid on the first day following the day upon which it is due and payable.
- III. “Date of payment” means 30 days from the date of receipt of the invoice at the Senate.
- IV. The “Bank Rate” shall be the average Bank of Canada discount rate for the previous month, plus 3 per cent.
- V. The Senate shall be liable to pay simple interest at the Bank rate on any amount which is overdue from the day such amount became overdue until the day prior to the date of payment inclusively; however interest will not be payable nor paid unless the amount has been outstanding (unpaid) for more than fifteen (15) days following the due date. Interest shall only be paid when the Senate is responsible for the delay in paying the Contractor. In the event that the Senate is not responsible for the delay in paying the Contractor, no interest shall be paid.
- VI. The Senate shall not be liable to pay the Contractor any interest on unpaid interest.

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## ANNEX "A"

### STATEMENT OF WORK

#### A.1 Overview

To provide a full range of graphic and creative design services including traditional and electronic, on an "as and when requested" basis for an Identified User (a Senate committee or a Senate Directorate).

#### A.2 Background

This RFP is for the acquisition of graphic design services from time to time for the Senate of Canada with the primary users being Senate committees. Senate committees perform important work for Canadians, including reviewing legislation and conducting special studies on a broad range of public policy issues. Once a committee has finished its hearings on a bill or special study, a report is drafted in both official languages to reflect its findings and recommendations. The report must be adopted by the committee before it can be presented or tabled in the Senate.

In the case of special studies, committees may choose to produce a number of individual reports in the course of their work (called "interim" reports), prior to producing a final report at the end of the study. Reports on special studies are routinely lengthy, so committees may also produce an executive summary.

Roughly 50-60 special studies are conducted by Senate committees each year, producing an average of 22 reports. In order to implement their communications strategies to inform Canadians about their work, some Senate committees require graphic design support from time to time for the preparation of these reports and supporting documents (e.g., executive summaries).

The final production of a committee report may be under tight deadlines in order for the committee to respect its reporting date or the parliamentary calendar. The production often requires multiple changes in both language versions leading up to tabling of the final report. Requests for graphic design services in the Senate tend to spike cyclically in December, April and June; these are the times when many committee reports are tabled. Some committees may also choose to release reports outside the sitting days in the parliamentary calendar (e.g., July, August, January).

#### A.3 Scope of Work

To provide graphic design services for print, electronic media, web pages, and exhibits and displays on an "as and when requested" basis for Senate-related products and documents.

##### A.3.1 Products:

The Offeror will provide a full range of creative and graphic design services for print and electronic media (including internet and intranet), exhibits and displays, production art, and non-technical illustrating services to meet the publishing and other needs of the Senate of Canada.

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

- Reports and related documents (e.g., executive summaries)
- Publications
- Brochures and pamphlets
- Books and inserts
- Maps, graphs, tables
- Illustrations and images

- Information kits (kit folders with inserts etc.)
- Electronic media including Internet/Intranet design and graphics, PDFs, e-bulletins, e-newsletters, infographics, digital presentations, etc.
- 

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

### **A.3.2 Services:**

The Offeror 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.3.2.1 Creative Consultation**

The Offeror will provide consultation, brainstorming and research services related to the development of the concept and creative/graphics, and web 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 Offeror or by teleconference to develop or present creative ideas as specified by the Identified User for each project.

#### **A.3.2.2 Consulting**

The Offeror may be required to provide budget estimates/quotes for projects, for Senate budget and internal approvals. The Offeror is to provide this consultation at no cost to the Senate, and must not consider the estimate as a guarantee of work.

#### **A.3.2.3 Project Management for Creative Services**

The Offeror will co-ordinate and oversee all aspects of the graphic/creative 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 Offeror, production co-ordination, project scheduling and tracking, client and offeror liaison, meetings and design presentations as required.

The Offeror 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 Identified User.
- Manage the workflow and budget during the complete process to ensure that each project stays on time and on budget.
- Provide support for 20 working days following the completion of the project for any minor post-project editing of the project if required.

#### **A.3.2.4 Concept Development, Art Direction and Creative Design**

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

The Offeror may be required to provide the following:

- Develop the design and provide a minimum of three (3) acceptable design concepts based on consultation with the Identified User for each project unless otherwise requested by the Identified User. The chosen design out of the concepts provided to the Identified User will become the property of the Senate.
- Provide art direction to designers to ensure a high quality product in keeping with the approved concept and design.

#### **A.3.2.5 Design rendering**

The Offeror may be required to create visual recordings of the developed concept and design interpretations resulting from the creative consultation for the following:

- 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;
- Retouch and/or resize 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 Identified User;
- Develop sample "pages" / storyboarding for electronic applications;
- Computer illustration or retouching;
- Design, create and/or modify PDF files (including PDF/X);
- Convert files from word processing software;
- Convert documents to HTML or from HTML to text format (i.e. MS Word) as required;
- Create web-ready art that includes ASP coding and HTML coding as required;
- Provide graphic design for displays and exhibits;
- Complete print specifications for solicitation and contracting purposes, as required.

#### **A.3.2.6 Creative Illustration**

The Offeror 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 Identified User shall indicate the size of each creative (non-technical illustration).

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

#### **A.3.2.7 Typography/Text Layout as a part of the graphic design:**

The Offeror will be responsible for suggesting the 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. This includes:

- Preparation of typographic design/text layout;
- Conversion/formatting of supplied text; and
- Provision of page proofs.

All type shall be crisp and sharp, and conform to current standards of the trade;

#### **A.3.2.8 Layout and production**

The Offeror will be responsible for the process of putting all of the elements together up to the final stage to be used by the Identified User, the printer, the producer of exhibits and displays or the web master for use in production of the final product. The Offeror may be required to complete the final layout, including the following:

- Translate electronic text files between programs;
- Remove or correct formatting errors in the Offeror's own work;
- Convert/format supplied text;
- Remove or correct formatting errors in client-supplied text as required by the Identified User;
- 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.4 Quality Assurance**

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

- Quality assurance of the graphic design services and final product;
- Quality assurance to ensure successful functionality;
- 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 Offeror 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 Identified User;
- Reviewing all changes or corrections to images.

#### **A.5 Final Design Product - Final Files for Print, Electronic Media and Exhibits and Displays**

The Offeror will provide final artwork for a wide range of print products, electronic media, web pages, and exhibits and displays.

The final design product will be supplied to the Identified User 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 Identified User.

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

- Artwork will be set according to printer or electronic/web master specifications or as specified by the Identified User.
- The Offeror will return all completed work and all related files (i.e., layered or native files, text files, electronic files, graphics, fonts, font suitcases, images) as well as the output proofs. These files shall be supplied on current electronic media as specified by the Identified User.

- 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 fonts and 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.
- All illustrations and photographs will be in place in final files.
- Final files for exhibits /displays must have an allowance for a bleed all around layouts as well as accurate crop marks.
- Final artwork for exhibits/displays is to be created according to the Identified User's requirements for size, etc.
- 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 separations will be provided and be 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 Offeror may be required to store an electronic version of original materials developed under a call-up of the Standing Offer, and shall maintain an inventory of such materials. Ownership of the material, and copyright of the materials, shall always vest with the Senate.

#### **A.6 Material Supplied**

Material supplied by the Identified User for any of the creative services may be supplied to the Offeror 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.7 Official Languages**

The Offeror, at a minimum, must have a sound understanding of both official languages, for the purposes of design, structure and comparative editing.

#### **A.8 Software**

The Offeror must deliver final products compatible with the following software/applications:

- PC Base
- Mac Base
- Microsoft suite
- Adobe Creative Suite
- Other industry-accepted software/applications

#### **A.9 Photographs**

The Offeror may be required to research photos using iStock.com or other stock photography sites and inform the Identified User of photo numbers. As the Senate of Canada has an account with

iStockphotos.com, it is preferable that all stock photography be purchased through the Senate. When iStock images are used, the Senate will supply the Offeror with high resolution images. Upon pre-approval by the Identified User, other stock photography services may be used if desired photos are not found on iStockphotos.com. Photos obtained through another service must be in large format at 300 dpi. The Offeror may be required to retouch or resize photographs.

#### **A.10 File Transfer Protocol (FTP)**

The Offeror shall provide a secure FTP site for the sharing/transfer of files with the Identified User. The site shall have a separate secure area for Senate-related material, which may be of a highly confidential nature. The Offeror may also be required to use a Senate FTP site.

#### **A.11 Components of the Work and Components return**

- The Offeror will deliver all completed projects together with all draft material as specified by the Identified User 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 the Senate of Canada and must be returned to the Identified User identified in the call-up, within five working days of receiving the request to do so and at no additional cost to the Senate of Canada.
- Components must be packaged appropriately and shipped in a manner to ensure safe delivery at the specified destination.
- Components include any electronic files that the Offeror 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 Offeror must provide the files on appropriate media such as CD, DVD, etc. as requested.

#### **A.12 Service Standards - Response Time & Initial Meeting :**

##### **A.12.1 Regular Service:**

- The Offeror must respond to the Identified User upon notification of any requirement by the Identified User within 24 hours.
- The Offeror may be required to attend an initial consultation meeting within 24 hours of the Offeror being notified by the Identified User of the upcoming requirement.

##### **A.12.2 Urgent Service:**

- The Offeror will be expected to respond to the Identified User upon notification of any requirement by the Identified User within 1 business hour.
- The Offeror will attend an initial consultation meeting within 4 business hours of the Offeror being notified by the Identified User of the upcoming requirement.
- The Offeror may be required to provide services outside regular business hours, during weekends or on statutory holidays on short notice.

##### **A.12.3 Communications:**

- The Offeror will be expected to be available for communications, via telephone or email, Monday through Friday, 8 a.m. to 5 p.m., National Capital Region local time, statutory holidays excepted.
- The Offeror may be required to make themselves available for communication outside regular business hours, during weekends or on statutory holidays.

## **A.13 Considerations**

### **A.13.1 Offeror's Responsibilities**

The Offeror will be responsible for the quality of the electronic media supplied to the Identified User 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 Offeror will be responsible for any errors in components produced by the Offeror. Errors are to be corrected by the Offeror at no cost to the Senate of Canada. Major errors shall result in the job being rejected immediately. All rejected work shall be returned to the Offeror for correction at the Offeror's expense.

### **A.13.2 Design Considerations**

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

## **A.14 Quality Standards for Graphic Services**

The Offeror must produce work of professional quality and use only material that will result in a final product of the quality level ordered by the Identified User. Specifications provided by the Identified User must be adhered to. Only a library quality level of work will be acceptable.

- For the creative graphic and preparation of the non-technical illustrations, all work shall be to current standards of the trade and shall meet the requirements of the Identified User.
- The Identified User may stipulate additional quality assurance requirements, as needed. These will be stipulated in the call-up and must be adhered to.

## **A.15 Environmental Considerations**

Double-sided photocopying will be the default unless otherwise specified by the Identified User or Contracting Authority. Photocopied documents are to be in black and white format unless otherwise specified.

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

Product components should be recyclable and/or reusable, whenever possible.



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**ANNEX "B"**
**BASIS OF PAYMENT****1. Basis of Payment**

- 1.1 The Offeror shall be paid in accordance with the following Basis of Payment for work performed pursuant to a call-up. Offerors are to provide firm, all-inclusive rates, in Canadian funds, FOB destination, exclusive of GST/HST and any and all applicable taxes for both the initial period of the RFSO of one (1) year and two (2) one (1) year option periods.

**2. Offeror's Cost proposal**

The Offeror must provide a cost estimate for the following samples of work. These estimates must be in accordance with the rates listed in the table of category of services below and must be in accordance with the terms and conditions outlined in this RFSO.

**Rates incurred in the two sample cases**

<b>CATEGORY OF SERVICE</b>	<b>Regular Hourly Rate</b>	<b>Overtime Hourly Rate</b>	<b>Holidays or Weekend Hourly Rate</b>
Project Manager (Account Executive)	/hour	/hour	/hour
Senior Graphic Designer	/hour	/hour	/hour
Intermediate Graphic Designer	/hour	/hour	/hour
Junior Graphic Designer	/hour	/hour	/hour
Creative Consultant	/hour	/hour	/hour
Digital Media Technician	/hour	/hour	/hour
Author's Alterations	/hour	/hour	/hour

Add or remove categories as required.

**2.1 Sample Case 1****To provide graphic design services as follows:**

- Graphic redesign of existing full-color brochure (inside pages and cover)
- Estimated length 40-42 pages in English and 42-45 pages in French
- Mock-up of the redesigned cover and photo proofs for inside spread, ready for approval before layout of entire publication.
- Research and purchase of photos (10) to include into design is the responsibility of the designer
- Logo and text to be provided by the Senate
- Designer is responsible for modifications until final approval
- Designer to provide Adobe InDesign print-ready files as well as PDF optimized for Web.
- Delivery two (2) weeks from signature of contract including one weekend day of work.

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**Total Cost Estimate Sample 1: \$ \_\_\_\_\_**

**2.2 Sample Case 2**

**To provide graphic design services as follows:**

- Graphic design and layout of full-color brochure (inside pages and cover)
- Estimated 20-24 English pages and 20-24 French pages
- Tumble layout for English and French
- Saddle-stitched
- Mock-up of cover and one inside spread, ready for client approval before layout of entire publication
- Photos to include into design to be provided by the Senate
- Two of three graphics and two tables are included in the report
- Look and feel to be consistent with previous Senate publications. Sample publication will be provided.
- Logo (Adobe Illustrator format) and text to be provided by the Senate
- Designer is responsible for the modifications until the final approval
- Designer to provide Adobe InDesign print-ready files as well as PDF optimized for web.
- Delivery four (4) weeks from signature of contract.

**Total Cost Estimate Sample 2: \$ \_\_\_\_\_**