

October 8, 2014

4212-15-0001

LETTER OF INVITATION

Dear Sir/Madam:

The Canadian Transportation Agency (CTA) invites you to submit a proposal for the following work:

Graphic and Web Design Services Request for Standing Offer.

As a result from this proposal call, the Agency intends to award Standing Offers as follows:

Graphic and Web Design Services -2 (two) or 3 (three) Standing Offers (The lowest priced, or any proposal, will not necessarily be accepted)

Each standing offer will be for \$500,000.00 including option period.

The work will be allocated on a project-by-project basis, based on the expertise of the provider. There will not be any set formula for dividing the work equally between providers.

Period of the Standing Offer is from award to December 31, 2017 with two (2) additional one (1) year option periods.

The proposal shall be in accordance with the requirements of the attached Instructions to Bidders, Mandatory Requirements, Proposal Evaluation Criteria, Assigned Weights and Selection Methodology, Articles of Agreement, General Conditions, Supplementary Conditions, Terms of Payment, Statement of Work, Intellectual Property, and the Federal Contractor's Program for Employment Equity.

Please ensure that your proposal is complete in all respects and includes all information required for a comprehensive evaluation in accordance with the criteria described in the Selection and Evaluation Criteria attached.

Tous les documents de cet appel d'offres sont disponibles dans la langue anglaise seulement. / All Request for Proposal documents associated with this proposal call are available in the English language only.

Bidders should indicate in their proposal the official language(s) in which they can provide the services. The successful Bidder(s) must be able to provide their services in English.

The price(s) quoted in the financial proposal are to be expressed as a ceiling hourly rate(s) for the Work described in Appendix "D", Statement of Work, in accordance with the Instructions to Bidders and Appendix "C", Terms of Payment attached herein. The ceiling hourly rate(s) must include all payroll, overhead costs and profits required to complete the Work.

The invited bidders shall not introduce in their proposal cost elements which are not requested in this proposal call.

The price(s) quoted shall include any and all applicable taxes, subject to the following:

- a) The proposal shall expressly indicate whether the Contractor is a registrant in the Federal Goods and Services Tax Program or the Harmonized Sales Tax Program and, if so, shall set out the registration number.
- b) If the bidder is so registered, the proposal shall make separate reference to any amounts to be charged on account of the Goods and Services Tax (GST) or the Harmonized Sales Tax (HST).

Four (4) copies of your technical proposal and one (1) copy of your financial proposal (enclosed in a separate sealed envelope) shall be delivered to the following address marked TO BE OPENED ONLY BY ADRESSEE and ATTN: Line Brousseau or Cal Johnston, on or before **14:00 hrs, Eastern Daylight Time (EDT), October 31, 2014:**

LETTER OF INVITATION

Mailing Address:

Canadian Transportation Agency (CTA)
c/o Heritage Canada (Acting as the Bid Receiving Agent on behalf of the Agency)
15 Eddy Street
2nd Floor Mailroom 2F1
Gatineau, Quebec J8X 4B3

Location:

Heritage Canada (Acting as the Bid Receiving Agent on behalf of CTA)
15 Eddy Street
2nd Floor Mailroom 2F1
Gatineau, Quebec J8X 4B3

In order to be considered, proposals or any amendments thereto must be received at the above address on or before the exact time and date set for the receipt of proposals. Late proposals will be returned unopened to senders.

Proposals submitted by facsimile, electronic mail or by other means of electronic transmission **shall not be accepted**. However, proposals may be amended by facsimile or electronic means if such amendment is received prior to the closing date and time set herein for receipt of proposals.

No extension to the closing date and time for the receipt of proposals will be given unless the Agency is responsible for an omission or an error in the tender documents significant enough in nature to warrant an extension of the bid closing date to allow bidders sufficient time to review their proposals. Bidders are therefore requested to submit, in writing, any technical-type questions concerning this proposal call at least 5 working days prior to the tender closing date to enable final preparation and submission of proposals in time to meet the closing deadline.

Please note that the lowest priced, or any proposal, will not necessarily be accepted.

To ensure the integrity of the competitive bid process, enquiries and other communications regarding the Request for Proposals (RFP), from the issue date of the solicitation up to the closing date and time, are to be directed only to Line Brousseau @ Line.Brousseau@otc-cta.gc.ca or Cal Johnston @ Calvin.Johnston@otc-cta.gc.ca Enquiries and other communications are not to be directed to any other government official(s).

Yours sincerely,

Line Brousseau
Senior Procurement Officer
Canadian Transportation Agency
c/o Heritage Canada acting as Bid Receiving Agent on behalf of CTA, 15 rue Eddy, 2nd Floor Mailroom 2F1
(Heritage)
Gatineau, QC K1A0M5

Attach.

INSTRUCTIONS TO BIDDERS

1. This Request for Proposal (RFP) package consists of the components described below:

RFP PACKAGE CONTENTS

COMPONENT	DESCRIPTION
<u>Selection and Evaluation Criteria</u>	Your proposal will be evaluated against the criteria described in the Selection and Evaluation Criteria. The proposal should clearly identify whatever experience and knowledge you feel will assist the Evaluation Committee to assess your suitability in light of these criteria. Please note that your proposal is the basis of evaluation.
Articles of Agreement	This material is provided for your information only. It details the specific Contract/Standing Offer Agreement/Supply Arrangement terms and conditions you will be bound by if you are a successful Bidder. You do not need to return this information with your proposal.
Appendix A : General Conditions	
Appendix B : Supplementary Conditions	
Appendix C : Basis of Payment	
Appendix D : Statement of Work	
Appendix E : Evaluation Grid for technical and financial bid	
Appendix F : Intellectual Property	
Appendix G : Security Requirements Checklist (SRCL)	
Annex A : Certificate of Independent Bid Determination	Bidders must complete, sign and submit, as part of their technical proposal package, the Certificate of Independent Bid Determination attached hereto as Annex "A".
Annex B : Federal Contractor's Program For Employment Equity	Contractors, who due to the size or nature of their organization must meet the terms of the program, shall submit with their proposals a copy of the signed Certificate of Commitment (attached as Annex "B" to this RFP package) or a Certificate Number.
Annex C : Client Project References	
Annex D : Graphic and Web Design Services Checklist (s)	
Annex E : Certifications	Bidders must complete, sign and submit, as part of their technical proposal package, the Certifications attached hereto as Annex "E".

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2. Bidders must provide all information necessary for CTA to evaluate their proposals and for their proposals to be considered by CTA, as indicated in this Request for Proposals (RFP). It is the sole responsibility of the Bidder to provide sufficient information in their proposal to enable CTA to complete its evaluation.
3. **Four (4) copies of your technical proposal and one (1) copy of your financial proposal (enclosed in a separate sealed envelope) must be delivered on or before the date and time stipulated in the Letter of Invitation.** Electronically transmitted bids will not be accepted.

INSTRUCTIONS TO BIDDERS

4. Tender Envelope Submissions

Bidders must clearly identify, on the envelope containing their Technical Proposal, the following:

Technical Proposal

- RFP Number: 4212-15-0001
 - Project Name: Graphic Design and Web Design Services Request for Standing Offer.
 - Closing Date:
 - “*Tender Documents Enclosed*”
 - *Bidders Name and Address*
 - *ATTN: Line Brousseau and Cal Johnston*
- TO BE OPENED ONLY BY ADRESSEE*

Bidders must clearly identify, on the envelope containing their Financial Proposal, the following:

Financial Proposal

- RFP Number: 4212-15-0001
 - Project Name: Graphic Design and Web Design Services Request for Standing Offer
 - Closing Date:
 - “*Tender Documents Enclosed*”
 - *Bidders Name and Address*
 - *ATTN: Line Brousseau and Cal Johnston*
- TO BE OPENED ONLY BY ADRESSEE*

5. Bidder’s GST/HST Registration Number

Bidders registered in the Federal Goods and Services Tax Program or the Harmonized Sales Tax Program shall set out the registration number in their proposal.

6. Language of Contractual Documents

Should your bid be successful following the evaluation process, the language of the contractual documents will be the same as the language you chose to use in your proposal.

7. Proposal Signatures

In order to be considered, proposals must be signed by the Bidder or by an authorized representative of the Bidder. If a proposal is being submitted by a joint venture, the proposal must clearly state that it is submitted as a joint venture and must be signed by all members of the joint venture, or, a statement must be provided to the effect that the signatory represents all members of the joint venture.

8. Legal Capacity

The Bidder/Offeror must have the legal capacity to contract. If the Bidder/Offeror is a sole proprietorship, a partnership or a corporate body, the Bidder/Offeror 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/offerors submitting a bid as a joint venture.

9. Debriefing

A debriefing will be provided, on request, only following entry by the Canadian Transportation Agency (CTA) into a contractual arrangement with the successful Bidder(s). Should a Bidder desire a debriefing, the Bidder must contact Line Brousseau by email at Line.Brousseau@otc-cta.gc.ca within fifteen (15) working days of receipt of notification that their bid was unsuccessful. The debriefing will include an outline of the reasons the submission was not successful, making reference to the evaluation criteria. The confidentiality of information relating to other submissions will be protected.

INSTRUCTIONS TO BIDDERS

10. Bidders Recourse

If, despite the information provided during the debriefing, a Bidder is still dissatisfied with the Agency's handling of the procurement, the following recourse mechanisms are available:

- 10.1 in the case of all procurements, unsuccessful bidders have the right to file a written complaint with the Senior Executive Committee, Canadian Transportation Agency
- 10.2 in the case of procurements subject to the Agreement on Internal Trade (AIT), the North American Free Trade Agreement (NAFTA), the World Trade Organization - Agreement on Government Procurement (WTO-AGP), the Canada - Chile Free Trade Agreement (CCFTA) or the Canada – Peru Free Trade Agreement (CPFTA), unsuccessful bidders have the right to file a written complaint with the Canadian International Trade Tribunal; and/or
- 10.3 in the case of procurements not subject to trade agreements, unsuccessful bidders have the right to bring action in Federal Court.

Bidders are requested to contact the Procurement Official identified in the Request for Proposals, Letter of Invitation for further information regarding complaint filing procedures.

11. Bid Validity Period

- 11.1 Bids will remain open for acceptance for a period of not less than sixty (60) days from the closing date of the bid solicitation, unless otherwise indicated by Canada in such bid solicitation.
- 11.2 Notwithstanding the bid validity period stipulated in this solicitation, Canada reserves the right to seek an extension from all responsive Bidders, within a minimum of three (3) days prior to the end of such period. Bidders shall have the option to either accept or reject the extension.
- 11.3 If the extension referred to above is accepted, in writing, by all those who submitted responsive bids, then Canada shall continue immediately with the evaluation of the bids and its approval processes.
- 11.4 If the extension referred to above is not accepted, in writing, by all those who submitted responsive bids then Canada shall, at its sole discretion, either: (a) continue to evaluate the responsive bids of those who have accepted the extension and seek the necessary approvals; or (b) cancel the solicitation; or (c) cancel and re-issue the solicitation.

12. Receipt and Custody of Proposals

- 12.1 Proposals must be received by the closing date and time shown in the Letter of Invitation.
- 12.2 Proposals received after the closing time will not be considered and will be returned unopened to the sender.
- 12.3 Proposals received on or before the stipulated bid solicitation closing date and time will become the property of Canada and will not be returned.
- 12.4 All proposals as described in 12.3 above are subject to the provisions of the *Access to Information Act*.

13. Compliance with Request for Proposals Instructions, Clauses and Conditions and Resulting Service Contract/Standing Offer Agreement/Supply Arrangement Terms and Conditions

Bidders who submit a proposal in response to this Request for Proposals agree to be bound by the instructions, clauses and conditions of this solicitation and accept the terms and conditions of the resulting Service Contract/Standing Offer Agreement/Supply Arrangement. Proposals not in compliance with this requirement will be deemed to be non-compliant and given no further consideration.

INSTRUCTIONS TO BIDDERS

14. Cost Limitations

- 14.1 **Request for Proposal Stage:** Bidders who are currently under Standing Offer Agreements, Supply Arrangements or Service Contracts with other programs within CTA for the provision of services similar to those set out in the RFP shall not offer in this proposal call rates that exceed those rates established in their current contractual agreements. Bidders may, however, introduce new rates for those time periods that are not currently covered by existing Standing Offer Agreements, Supply Arrangements or Service Contracts.
- 14.2 **Upon Award:** It is understood and agreed, that the Bidder/Contractor has not/shall not, for the purpose of this agreement, introduce time rates that exceed those rates which have been established under any other Standing Offer Agreements, Supply Arrangements or Service Contracts currently in force between the Bidder/Contractor and other programs within CTA for the provision of similar services over the same time periods as those set out in this Supply Arrangement.

15. Basis of Fees and Cost Quotation

- 15.1 The price(s) quoted in the financial proposal must be expressed in terms of ceiling hourly rate(s) for each member of the project team - if applicable - assigned to perform the Work under the Standing Offer over consecutive years as indicated in Appendix C "Terms of Payment".
- 15.2 At no time will time rates include such things as travel/miscellaneous expenses, or GST/HST as such practices inflate time rates, do not reflect market/going rates and may prejudice against a Bidder from being awarded a Standing Offer.
- 15.3 The ceiling hourly rate(s) will be inclusive of all payroll, overhead costs and profits required to complete the Work (Note: ceiling hourly rate(s) are not to be quoted as ranges).

16. Federal Contractors Program for Employment Equity

The Federal Contractors Program for Employment Equity requires that some Suppliers, including a Supplier who is a member of a joint venture, bidding for federal government Standing Offers, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity, as a pre-condition to the validation of their bids.

Bidders who, due to the size or nature of their organization, must meet the terms of the Program, shall submit with their proposals a copy of the signed Certificate of Commitment (attached) or a Certificate Number.

Suppliers who have been declared ineligible contractors by Human Resources and Social Development Canada (HRSDC) are no longer eligible to receive government Standing Offers over the threshold for solicitation of bids as set out in the Government Contract Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP-EE for a reason other than the reduction of their workforce to less than 100 employees. Any bid from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

17. Period of Standing Offer

The period of the Standing Offer is from contract award to December 31, 2017 with two (2) additional one (1) year option period (s).

18. Option to Extend Standing Offer

- 18.1 The Contractor grants to Canada the irrevocable option to extend the term of the Standing Offer by two (2) additional one (1) year periods under the same terms and conditions.
- 18.2 Canada may exercise this option at any time by sending a notice to the Contractor at least sixty (60) calendar days prior to the Standing Offer expiry date.

INSTRUCTIONS TO BIDDERS

18.3 The Contractor agrees that, during the extended period the Standing Offer, the rates/prices will be in accordance with the provisions of the Standing Offer.

19. Standing Offer Award

The Agency intends to award two (2) or three (3) Standing Offers as a result of this proposal call.

20. Bidder Notification

Bidders will be notified through Buy and Sell of the successful Contractor(s) name and address, once the Agency has completed the evaluation of all valid bids received.

21. Intellectual Property

The Canadian Transportation Agency has determined that any Intellectual Property arising from the performance of the Work under the Standing Offer will vest in Canada for the following reason: the main purpose of the Standing Offer of the deliverables contracted for is to generate knowledge and information for public dissemination.

22. Former Public Servants In Receipt of a Lump Sum Payment or Government Pension

Bidders who are contracting as an individual; a Corporation/Partnership or, a Sole Proprietorship with a Major Controlling Interest in the Contracting Entity that are either:

- a) a former public servant in receipt of a lump sum payment package; or
- b) a former public servant in receipt of a government pension

must provide, as part of their technical proposal, the following information regarding their status as a former public servant:

- a) if applicable, termination date, amount of lump sum payment incentive and lump sum payment period; and/or
- b) date of retirement: Month/Day/Year

23. Communications During Request for Proposal Tendering Period

To ensure the integrity of the competitive bid process, enquiries and other communications regarding the Request for Proposals (RFP), from the issue date of the solicitation up to the closing date and time, are to be directed only to Line Brousseau, by e-mail at Line.Brousseau@otc-cta.gc.ca . Enquiries and other communications **are not** to be directed to any other government official(s).

24. Security Requirements

- 24.1 Pursuant to the Policy Government Security, the nature of the services to be provided under this Standing Offer requires a Government of Canada (GoC) Security Screening action to be completed for the Contractor, their employees and sub-contractors to be assigned to conduct project work.
- 24.2 Prior to the commencement of the standing offer the Contractor and each of its personnel involved in the performance of the standing offer must each hold a valid Government of Canada (GoC) Security Screening at the level of **Reliability Status**.
- 24.3 The Contractor and their personnel requiring access to **PROTECTED B** information, assets or sensitive work site(s) must each hold a valid Security Screening at the level of **Reliability Status**.
- 24.4 The Contractor **MUST NOT** possess or safeguard **PROTECTED** information/assets at their organization's premises until appropriate document safeguarding capability is granted by the Canadian Industrial Security Directorate of Public Works and Government Services Canada.
- 24.5 The Contractor must comply with the provisions of the:

INSTRUCTIONS TO BIDDERS

- a. Security Requirements Check List (attached hereto as Appendix F); and
- b. Policy Government Security (Latest Edition)

24.6 **For Contractors and Proposed Resources That Are Currently in Possession of a Valid Government of Canada (GoC) Security Screening at the Level of Reliability:** In order to demonstrate compliance with this requirement, and , for the Agency to verify their security screening status, as evidence of compliance with this requirement, at the time of proposal submission, the Bidder is required to provide the following information within the Bidder's proposal, for the Contractor/Firm and all Contractor resources to be deployed in the fulfilment of the Standing Offer who are currently in possession of the required security screening:

- a. Name of Company, Address and Phone Number;
- b. Company Security Officer Name and Telephone Number;
- c. Security Screening or Clearance Certificate Number;
- d. Level of GoC Security Screening or Clearance;
- e. Origin of Security Screening or Clearance (Sponsoring Department/Agency); and
- f. Effective Date of Screening or Clearance.

24.7 **For Contractors and Proposed Resources Not Currently In Possession of a Valid Government of Canada Security Screening, at a Minimum Level of Reliability:** At the time of proposal submission, Bidders **MUST** complete and submit the following certification:

CERTIFICATION	
<p>If successful, as a duly authorized representative of (Enter Firm/Contractor Name) I do hereby certify that (Enter Firm/Contractor Name) and all proposed resources that are currently not in possession of a valid Government of Canada Security Screening at the minimum level of Reliability Status agree to be sponsored by the Agency to obtain the required Security Screening prior to providing services under any resulting standing offer.</p>	
<p>_____</p> <p>Name of Duly Authorized Representative (Print)</p>	<p>_____</p> <p>Signature of Duly Authorized Representative</p>
<p>_____</p> <p>Title</p>	<p>_____</p> <p>Date</p>

Prior to commencing work under the standing offer, for those Contractor resources **not** currently in possession of a valid Government of Canada Security Screening, the Agency will require said company/resources to undergo the security screening process for the purposes of obtaining a valid Government of Canada (GoC) Security Screening at the level of **Reliability Status through** the Canadian Industrial Security Directorate of Public Works and Government Services Canada.

This procedure is in accordance with the Agency and *Policy on Government Security* (TBS July. 1, 2009), regarding the protection of Government information in contracting. The required form requests the minimum information required to obtain a Government of Canada **Reliability Status** security screening. The Bidder is **not** required to submit any personnel information and/or Personnel Screening Consent and Authorization Forms with its proposal. CTA respects the privacy of Canadians, the information on this form is required for the purpose of providing security screening assessments. It is collected under the authority of the Policy Government Security and is protected by the provisions of the Privacy Act in institutions which are covered by the Privacy Act. Its collection is mandatory. A refusal to provide information will lead to a review of whether the person is eligible to perform the Standing Offer work that

INSTRUCTIONS TO BIDDERS

is associated with this Personnel Screening Request. Failure on the part of the Bidder's resources to comply with these requirements will result in those resources being deemed non-compliant, with no further consideration given. Non-compliant resources will be deemed ineligible to complete any work associated with this Standing Offer.

25. Basis of Selection - Highest Combined Rating of Technical Merit 85% and Price 15%

- 25.1 To be declared responsive, a bid must:
- a. comply with all the requirements of the bid solicitation;
 - b. meet all the mandatory evaluation criteria; and
 - c. obtain the required minimum number of points specified in Attachment 1 to Part 4 for the point rated technical criteria.
- 25.2 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.
- 25.3 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**
- 25.4 The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract. In the event two or more responsive bids have the same highest combined rating of technical merit and price, the responsive bid that obtained the highest overall score for all the point rated technical criteria detailed in Attachment 1 to Part 4 will be recommended for award of a contract
- 25.5 The table below illustrates an example where the selection of the contractor is determined by a 85/15 ratio of the technical merit and price, respectively.

Basis of Selection - Highest Combined Rating of Technical Merit (85%) and Price (15%)			
Bidder	Bidder 1	Bidder 2	Bidder 3
Overall Technical Score	220	210	200
Financial Bid Evaluated Value (BEV)	260	275	235
Calculations	Technical Merit Points	Price Points	Total Score
Bidder 1	$220 / 225 \times 85 = 83.11$	$235/260 * 15 = 13.56$	96.67
Bidder 2	$210/ 225 \times 85 = 79.33$	$235/275 * 15 = 12.82$	92.15
Bidder 3	$200 / 225 \times 85 = 75.56$	$235/235 * 15 = 15$	90.56

Note: See Appendix for details on how the financial bid evaluated value is calculated.

The Agency will award standing offers to the top 2 Suppliers of Combined Rating of Technical Merit (85%) and Price (15%) and possibly a third Standing Offer to the third supplier of Combined Rating of Technical Merit (85%) and Price (15%) if they are within 10 points of the second place supplier.

A. Technical Evaluation

Bidders must ensure that their proposal provides sufficient evidence for CTA to assess the compliance of their proposal with the following criteria, and for their proposal to be considered by CTA as indicated in this RFP. It is the sole responsibility of Bidders to provide sufficient information in their proposals to enable CTA to complete its evaluation. Refer to the Graphic Design and Web Design Services Check List(s) in Annex D. Selection and evaluation is based on a "rules of evidence" approach, such that the Bidder's proposal is the sole demonstration of the Bidder's capacity to fulfil the work as described in this RFP. No prior knowledge of, or experience with, the Bidder or the Bidder's work will be taken into consideration.

A.1 Mandatory Requirements

Bidders' proposals **MUST** meet **ALL** of the Mandatory Requirements in order for their proposals to be considered for further evaluation. Failure on the part of the Bidder to meet any one (1) or more of the Mandatory Requirements will result in their proposal being deemed non-compliant, with the proposal being given no further consideration:

1. Bidders must provide a completed pricing schedule.
2. Bidders must provide the required samples of their work.
3. Bidders must establish they meet the official languages requirements.
4. Bidders must complete, sign and submit, as part of their technical proposal package, the Certificate of Independent Bid Determination attached hereto as Annex "A".

A.2 Rated Requirements

Proposals meeting **ALL** mandatory requirements will be evaluated and point-rated against the following point-rated criteria, using the evaluation factors and weighting indicators specified for each criterion. Evaluation in response to these criteria is based on a "rules of evidence" approach; that is, the CTA Evaluation Committee may only evaluate a Bidder on the basis of the contents of the Bidder's submitted proposal, and **NOT** on any prior knowledge or experience with the Bidder or the Bidder's work. It is the responsibility of the Bidder to ensure the completeness, clarity, and provision of sufficiently detailed evidence to enable the CTA Evaluation Committee to evaluate the Bidder's proposal on basis of the criteria contained within.

Selection method

The method of selection to award the resulting standing offer is determined based on the combination of the technical proposal and the financial proposal.

We recommend that bidders provide clear and detailed responses to the stated criteria since the **bids will be evaluated strictly on the basis of the content of the proposals.**

Bids will be evaluated based on a percentage score (maximum total of 100%).

- The technical proposal is worth 85%, and is scored on a total of 225 points. Proposals that do not achieve a minimum score of 169 points on the rated criteria will not be considered any further in the evaluation.
- The financial proposal is worth 15% and will be evaluated as follows:
 - A bid evaluation value (BEV) will be calculated for each bidder (see Appendix E for details about how the value is calculated).
 - The full 15% will be given to the bidder with the lowest evaluation value.
 - Price proposals of other bidders will be prorated from the lowest bid, by dividing the lowest bidder's calculated value by the calculated value of the bidder, and multiplying by 15 (lowest BEV/bidder's BEV * 15 = bidder's score on 15).

During the period of technical proposals evaluation, the Agency may request resources be interviewed by the Agency's evaluation team. Participants will be notified if this is necessary.

The Agency reserves the right to select the proposal(s) that will offer best value in meeting its needs. Neither the qualifying proposal that scores the highest number of points nor the one containing the lowest estimated cost for the project will necessarily be chosen.

Evaluation criteria

The proposals will be evaluated and rated on the basis of the criteria described below. The references provided by the bidder must be verifiable.

Mandatory criteria

M.1 Completed pricing schedule

See the Terms of payment (Appendix "C") for the pricing schedule.

M.2 Samples

Provide 3 samples of graphic and web design work produced in the last 3 years.

M.3 Official languages

Indicate capability of presenting and completing projects in both official languages (French and English).

M.4 Certifications

Signed off on the Certifications (Annex E)

Rated criteria

R1. Qualifications, availability and experience of proposed personnel (25 points)

The bidder must provide a description of the professional background of the following employees: the artistic director and all the graphic/web designers who will be working with the Agency (the "proposed personnel"). The bidder must demonstrate that the proposed personnel have already participated in projects of a scope and nature comparable to those described in the statement of work.

In a brief summary, the Bidder must include the following information about the proposed personnel:

- Title
- Linguistic proficiency
- Training/education

Relevant work experience and competencies (creative and graphic/web design services relevant to the statement of work)

- Names of client firms for which the projects were carried out
- Description of project, the approach and method used, the project's relevance to the requirements listed in the statement of work
- Duration of contract (start and end dates)

Indicate whether subcontracted, part-time, back-up or freelance personnel.

Additional information about the proposed personnel may be included.

R2. Quality control procedures (26 points)

The bidder is required to describe the corporate quality control procedures for internal employees as well as for any work provided by subcontractors. Some of the procedures we are looking for are how the bidder intends to:

- keep the project on time
- stay within budget
- keep track of author's alterations
- incorporate design revisions
- ensure project continuity in the event of employee absences
- proofread in both official languages

R3. Strategic Communications (24 points)

The bidder is required to demonstrate that all key members of the team (including the art director, project manager, senior designers) who will be working on Agency projects possess experience in strategic communications. These members must be able to provide strategic communications advice to the Agency in the context of each publishing project.

Specifically, the team members must provide expertise and advice on:

- graphic and web design, and their impact on communications
- choosing best format and medium for information dissemination
- medium and long-term trends in publishing and advertising
- design principles and best practices

R4. Description and samples of graphic design work (150 points)

The bidder must provide 3 samples of creative design completed by the company within the last 3 years as indicated in a), b) and c) below, accompanied by a detailed description of the project.

Each of the 3 samples must be from a different project. The bidder must clearly indicate which sample belongs under a), b) and c).

- a. 1 sample of graphic design services for a significant corporate publication (e.g. strategic plan, annual report).
- b. 1 sample of creative services and graphic or web design for an electronic communication project **that included one or more** of the following:
 - internet banners or icons;
 - online animation;
 - original photography;
 - CD or DVD label and case;
 - ePubs;
 - web or mobile applications; or
 - any other innovate product for the web.
- c. 1 sample of graphic or web design services for a project that clearly demonstrates seamless integration between print and web formats.

The following information must be provided for each of the 3 project samples submitted:

- Project name and description
- Start and end dates of project
- Client name and contact for whom the work was performed
- Names of the people who worked on the project
- A letter (fax, letter, e-mail, invoice) from the client confirming that the project was completed, and/or a link to the project if it is available online
- The target audience of the project (be as specific as possible)
- Specific project objectives and approach

All the samples submitted will be evaluated against the following criteria:

- Suitability of project outputs (the graphic/web design, creative services and/or formats) to audience
- Suitability of project outputs to objectives
- Overall creativity of the concept (originality and innovation)
- Level of integration of print and electronic formats
- The quality of project outputs, based on readability and how efficiently the meaning of the content is communicated

For web and graphic design:

- Appropriate and creative use of space to make a balanced product
- Appropriate and creative use of colour and typography
- Use of appropriate imagery or graphics
- Creative integration of text into design

ARTICLES OF AGREEMENT STANDING OFFER

Standing Offer Number 4212-15-0001

File Number 4212-15-0001

These Articles of Agreement are made as of **Upon Award, between Her Majesty The Queen** in right of Canada (referred to in the Standing Offer as "Her Majesty") represented by the Chairman of the Canadian Transportation Agency (referred to in the Standing Offer as the Chairman")

and

[Contractor's Name]

[Street Address]

[City] , [Province] [Postal Code]

(referred to in the Standing Offer as the "Contractor").

Her Majesty and the Contractor agree as follows:

A1 STANDING OFFER

- 1.1 The following documents and any amendments relating thereto form the Standing Offer between Her Majesty and the Contractor:
 - 1.1.1 these Articles of Agreement;
 - 1.1.2 the document attached hereto as Appendix "A" and titled "General Conditions", referred to herein as the General Conditions;
 - 1.1.3 the document attached hereto as Appendix "B" and titled "Supplementary Conditions", referred to herein as the Supplementary Conditions;
 - 1.1.4 the document attached hereto as Appendix "C" and titled "Basis of Payment", referred to herein as the Terms of Payment;
 - 1.1.5 the document attached hereto as Appendix "D" and titled "Statement of Work", referred to herein as the Statement of Work;
 - 1.1.6 The document attached hereto as Appendix "E" and titled "Evaluation Grid for technical Bid"
 - 1.1.7 the document attached hereto as Appendix "F" and titled "Intellectual Property", referred to herein as the Intellectual Property;
 - 1.1.8 the document attached hereto as Appendix "G" and titled "Security Requirements Checklist", referred to herein as the Security Requirements Checklist.
- 1.2 In the event of discrepancies, inconsistencies or ambiguities of the wording of these documents, the wording of the document that first appears on the above list shall prevail over the wording of a document subsequently appearing on the list.

A2 DATE OF COMPLETION OF WORK AND DESCRIPTION OF WORK

- 2.1 The Contractor shall, between the date of these Articles of Agreement and **December 31, 2019**, perform and complete with care, skill, diligence and efficiency the work that is described in the Statement of Work.

A3 STANDING OFFER AMOUNT

- 3.1 Subject to the terms and conditions of this Standing Offer and in consideration for the performance of the work, Her Majesty shall pay to the Contractor:
 - 3.1.1 the sum of N/A.
 - 3.1.2 a sum not to exceed **\$0.00**.

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A4 APPROPRIATE LAW

4.1 This Standing Offer shall be governed by and construed in accordance with laws in force in the Province of Quebec.

A5 AGENCY REPRESENTATIVE

5.1 For the purpose of the Standing Offer, the Chairman hereby designates the contract authority, as the Agency Representative.

A6 Work authorization

The work or a portion of the work to be performed under the standing offers will be on an "as and when requested basis", according to the requirements described in writing by the project authority. The work described must be in accordance with the scope of the standing offers.

A7 Work authorization process

1. The project authority will provide the contractor with a description of the work. The description will contain the details of the activities to be performed, a list of deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables.
2. The contractor must provide the project authority, within 2 calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the pricing schedule specified in the standing offers.
3. The contractor must not start work until the project authority approves the estimate in writing (through email). The contractor acknowledges that any work performed before written agreement has been received will be done at the contractor's own risk.

A8. Report On projects delivered

The contractor must maintain records of its provision of services to the Agency under the standing offers and must provide on request, within 5 business days, a report of all services provided.

The records should include, for each project:

- the name of the project authority who requested the work and approved the estimate;
- a title and brief description of the project;
- the total estimated cost;
- the total final cost; and
- the start and completion date.

A9 Security requirement

- 9.1 Pursuant to the Policy Government Security, the nature of the services to be provided under this Standing Offer requires a Government of Canada (GoC) Security Screening action to be completed for the Contractor, their employees and sub-contractors to be assigned to conduct project work.
- 9.2 Prior to the commencement of the standing offer the Contractor and each of its personnel involved in the performance of the standing offer must each hold a valid Government of Canada (GoC) Security Screening at the level of **Reliability Status**.
- 9.3 The Contractor and their personnel requiring access to **PROTECTED B** information, assets or sensitive work site(s) must each hold a valid Security Screening at the level of **Reliability Status**.

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- 9.4 The Contractor **MUST NOT** possess or safeguard **PROTECTED** information/assets at their organization’s premises until appropriate document safeguarding capability is granted by the Canadian Industrial Security Directorate of Public Works and Government Services Canada.
- 9.5 The Contractor must comply with the provisions of the:
 - a. Security Requirements Check List (attached hereto as Appendix F); and
 - b. Policy Government Security (Latest Edition)
- 9.6 ***For Contractors and Proposed Resources That Are Currently in Possession of a Valid Government of Canada (GoC) Security Screening at the Level of Reliability:*** In order to demonstrate compliance with this requirement, and , for the Agency to verify their security screening status, as evidence of compliance with this requirement, at the time of proposal submission, the Bidder is required to provide the following information within the Bidder’s proposal, for the Contractor/Firm and all Contractor resources to be deployed in the fulfilment of the Standing Offer who are currently in possession of the required security screening:
 - a. Name of Company, Address and Phone Number;
 - b. Company Security Officer Name and Telephone Number;
 - c. Security Screening or Clearance Certificate Number;
 - d. Level of GoC Security Screening or Clearance;
 - e. Origin of Security Screening or Clearance (Sponsoring Department/Agency); and
 - f. Effective Date of Screening or Clearance.

For Contractors and Proposed Resources Not Currently In Possession of a Valid Government of Canada Security Screening, at a Minimum Level of Reliability: At the time of proposal submission, Bidders **MUST** complete and submit the following certification:

CERTIFICATION	
If successful, as a duly authorized representative of (Enter Firm/Contractor Name) I do hereby certify that (Enter Firm/Contractor Name) and all proposed resources that are currently not in possession of a valid Government of Canada Security Screening at the minimum level of Reliability Status agree to be sponsored by the Agency to obtain the required Security Screening prior to providing services under any resulting standing offer.	
_____ Name of Duly Authorized Representative (Print)	_____ Signature of Duly Authorized Representative
_____ Title	_____ Date

Prior to commencing work under the standing offer, for those Contractor resources **not** currently in possession of a valid Government of Canada Security Screening, the Agency will require said company/resources to undergo the security screening process for the purposes of obtaining a valid Government of Canada (GoC) Security Screening at the level of **Reliability Status through** the Canadian Industrial Security Directorate of Public Works and Government Services Canada.

This procedure is in accordance with the Agency and *Policy on Government Security* (TBS July. 1, 2009), regarding the protection of Government information in contracting. The required form requests the

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minimum information required to obtain a Government of Canada **Reliability Status** security screening. The Bidder is **not** required to submit any personnel information and/or Personnel Screening Consent and Authorization Forms with its proposal. CTA respects the privacy of Canadians, the information on this form is required for the purpose of providing security screening assessments. It is collected under the authority of the Policy Government Security and is protected by the provisions of the Privacy Act in institutions which are covered by the Privacy Act. Its collection is mandatory. A refusal to provide information will lead to a review of whether the person is eligible to perform the Standing Offer work that is associated with this Personnel Screening Request. Failure on the part of the Bidder's resources to comply with these requirements will result in those resources being deemed non-compliant, with no further consideration given. Non-compliant resources will be deemed ineligible to complete any work associated with this Standing Offer.

A10 Terms of the standing offers

10.1 Period of the Standing Offer

The standing offers will be valid for 3 years from the date of signature.

10.2 Option to extend the contract

The contractor grants to the Agency the irrevocable option to extend the term of the standing offers by up to 2 additional 1-year periods under the same conditions. The contractor agrees that, during the extended period of the contract, it will be paid in accordance with the prices set out in the pricing schedule.

The Agency may exercise this option at any time by sending a written notice to the contractor at least 30 calendar days before the expiry date of the arrangement. The option may only be exercised by the contracting authority, and will be evidenced, for administrative purposes, through a contract amendment.

A11 Authorities

11.1 Contracting authority

The contracting authority for the standing offer is:

Line Brousseau
Senior Procurement Officer
Chief Financial Officer Directorate
Canadian Transportation Agency
15, rue Eddy Street
Gatineau, Quebec K1A 0N9
Email: line.brousseau@otc-cta.gc.ca

The contracting authority is responsible for the management of the standing offer and any changes to the standing offer must be authorized in writing by the contracting authority. The contractor must not perform work in excess of or outside the scope of the arrangement based on verbal or written requests or instructions from anybody other than the contracting authority.

11.2 Project authority (to be identified at award of standing offers)

The project authority is the representative of the agency for whom the work is being carried out under the

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standing offers and is responsible for all matters concerning the technical content of the work under the standing offer. Technical matters may be discussed with the project authority; however, the project authority has no authority to authorize changes to the scope of the work. Changes to the scope of the work can only be made through a contract amendment issued by the contracting authority.

11.3 Contractor's representative (to be completed with bid)

	Primary contact	Secondary contact
Name		
Title		
Telephone		
Email		

11.4 Proactive disclosure of contracts with former public servants

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

A12 Basis of payment

The contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the work requested by the project authority, as determined in accordance with the Basis of payment (Appendix “C”).

The Agency's liability to the contractor must not exceed the limitation of the call-up on an “As and when required basis”. Customs duties are included.

No increase in the liability of the Agency or in the price of the work specified in the project estimate resulting from any design changes, modifications or interpretations of the work will be authorized or paid to the contractor unless these design changes, modifications or interpretations have been authorized, in writing, by the project authority before their incorporation into the work.

A13. Invoicing instructions

Invoices cannot be submitted until all work identified in the invoice is completed. Each invoice must describe the work performed and provide a detailed breakdown of the cost.

Invoices must be sent to the Project Authority with a copy to the administrative officer (coordinates to be provided by the Project Authority).

A14. Dispute resolution services

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1 (1) of the *Department of Public Works and Government Services Act* will, on request, and consent of the parties, participate in an alternative dispute resolution process to resolve any dispute between the parties respecting the interpretation or application of a term and condition of this contract and their consent to bear the cost of such process, provide to the parties a proposal for an alternative dispute resolution process to resolve their dispute.

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The Office of the procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca.

A15. Contract administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1 (1) of the *Department of Public Works and Government Services Act* will review a complaint filed by (the supplier **or** the contractor **or** the name of the entity awarded this contract) respecting administration of this contract if the requirements of Subsection 22.2 (1) of the *Department of Public Works and Government Services Act* and Sections 15 and 16 of the *Procurement Ombudsman Regulations* have been met, and the interpretation and application of the terms and conditions and the scope of the work of this contract are not in dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866- 734-5169 or by e-mail at boa.opo@boa.opo.gc.ca.

This Standing Offer has been executed on behalf of the Contractor and on behalf of Her Majesty the Queen in right of Canada by their duly authorized officers.

SIGNED, SEALED AND DELIVERED

by _____ [Signing Authority Name] , [Signing Authority Title]

in the presence of _____

Date _____

SIGNED, SEALED AND DELIVERED

by _____ the Contractor

in the presence of _____

Date _____

APPENDIX "A"**GENERAL CONDITIONS****GC1 INTERPRETATION**

- 1.1 In the Standing Offer,
- 1.1.1 "Standing Offer" means the Standing Offer documents referred to in the Articles of Agreement;
 - 1.1.2 "invention" means any new and useful art, process, machine, manufacture or composition of matter, or any new and useful improvement thereof;
 - 1.1.3 "Chairman" includes a person acting for, or if the office is vacant, in place of the Chairman and the Chairman's successors in the office, and the Chairman's or their lawful deputy and any of the Chairman's or their representatives appointed for the purpose of the Standing Offer;
 - 1.1.4 "work", unless otherwise expressed in the Standing Offer, means everything that is necessary to be done, furnished or delivered by the Contractor to perform the Contractor's obligations under the Standing Offer;
 - 1.1.5 "Agency Representative" means the officer or employee of Her Majesty who is designated by the Articles of Agreement and includes a person authorized by the Agency Representative to perform any of the Agency Representative's functions under the Standing Offer;
 - 1.1.6 "prototypes" includes models, patterns and samples;
 - 1.1.7 "technical documentation" means designs, reports, photographs, drawings, plans, specifications, computer software, surveys, calculations and other data, information and material collected, computed, drawn or produced, including computer print-outs.

GC2 SUCCESSORS AND ASSIGNS

- 2.1 The Standing Offer shall inure to the benefit of and be binding upon the parties hereto and their lawful heirs, executors, administrators, successors and assigns.

GC3 TIME OF THE ESSENCE

- 3.1 Time is of the essence of the Standing Offer.
- 3.2 Any delay by the Contractor in performing the Contractor's obligations under the Standing Offer which is caused by an event beyond the control of the Contractor, and which could not have been avoided by the Contractor without incurring unreasonable cost through the use of work-around plans including alternative sources or other means, constitutes an excusable delay. Events may include, but are not restricted to: acts of God, acts of Her Majesty, acts of local or provincial governments, fires, floods, epidemics, quarantine restrictions, strikes or labour unrest, freight embargoes and unusually severe weather.
- 3.3 The Contractor shall give notice to the Chairman immediately after the occurrence of the event that causes the excusable delay. The notice shall state the cause and circumstances of the delay and indicate the portion of the work affected by the delay. When requested to do so by the Agency Representative, the Contractor shall deliver a description, in a form satisfactory to the Chairman, of work-around plans including alternative sources and any other means that the Contractor will utilize to overcome the delay and endeavour to prevent any further delay. Upon approval in writing by the Chairman of the work-around plans, the Contractor shall implement the work-around plans and use all reasonable means to recover any time lost as a result of the excusable delay.
- 3.4 Unless the Contractor complies with the notice requirements set forth in the Standing Offer, any delay that would constitute an excusable delay shall be deemed not to be an excusable delay.
- 3.5 Notwithstanding that the Contractor has complied with the requirements of GC3.3, Her Majesty may exercise any right of termination contained in GC6.

APPENDIX "A"**GENERAL CONDITIONS****GC4 INDEMNIFICATION**

- 4.1 The Contractor shall indemnify and save harmless Her Majesty and the Chairman from and against all claims, losses, damages, costs, expenses, actions and other proceedings, made, sustained, brought, prosecuted, threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury to or death of a person or damage to or loss of property arising from any wilful or negligent act, error, omission or delay on the part of the Contractor, the Contractor's servants or agents in performing the work or as a result of the work.
- 4.2 The Contractor shall indemnify Her Majesty and the Chairman from all costs, charges and expenses whatsoever that Her Majesty sustains or incurs in or about all claims, actions, suits and proceedings for the use of the invention claimed in a patent, or infringement or alleged infringement of any patent or any registered industrial design or any copyright resulting from the performance of the Contractor's obligations under the Standing Offer, and in respect of the use of or disposal by Her Majesty of anything furnished pursuant to the Standing Offer.
- 4.3 The Contractor's liability to indemnify or reimburse Her Majesty under the Standing Offer shall not affect or prejudice Her Majesty from exercising any other rights under law.

GC5 NOTICES

- 5.1 Where in the Standing Offer any notice, request, direction, or other communication is required to be given or made by either party, it shall be in writing and is effective if delivered in person, sent by registered mail, by facsimile, electronic mail or other means of electronic transmission, addressed to the party for whom it is intended at the address mentioned in the Standing Offer, and any notice, request, direction or other communication shall be deemed to have been given if by registered mail, when the postal receipt is acknowledged by the other party; by facsimile, electronic mail or other means of electronic transmission, when transmitted. The address of either party may be changed by notice in the manner set out in this provision.

GC6 TERMINATION OR SUSPENSION

- 6.1 The Chairman may, by giving notice to the Contractor, terminate or suspend the work with respect to all or any part or parts of the work not completed.
- 6.2 All work completed by the Contractor to the satisfaction of Her Majesty before the giving of such notice shall be paid for by Her Majesty in accordance with the provisions of the Standing Offer and, for all work not completed before the giving of such notice, Her Majesty shall pay the Contractor's costs as determined under the provisions of the Standing Offer and, in addition, an amount representing a fair and reasonable fee in respect of such work.
- 6.3 In addition to the amount which the Contractor shall be paid under GC6.2, the Contractor shall be reimbursed for the Contractor's cost of and incidental to the cancellation of obligations incurred by the Contractor pursuant to such notice and obligations incurred by or to which the Contractor is subject with respect to the work.
- 6.4 Payment and reimbursement under the provisions of GC6 shall be made only to the extent that it is established to the satisfaction of the Chairman that the costs and expenses were actually incurred by the Contractor and that the same are fair and reasonable and are properly attributable to the termination or suspension of the work or the part thereof so terminated.
- 6.5 The Contractor shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the Contractor under the Standing Offer, exceeds the Standing Offer price applicable to the work or the particular part thereof.
- 6.6 The Contractor shall have no claim for damages, compensation, loss of profit, allowance or otherwise by reason of or directly or indirectly arising out of any action taken or notice given by the Chairman under the provisions of GC6 except as expressly provided therein.

APPENDIX "A"**GENERAL CONDITIONS****GC7 TERMINATION DUE TO DEFAULT OF CONTRACTOR**

- 7.1 Her Majesty may, by notice to the Contractor, terminate the whole or any part of the work if:
- 7.1.1 the Contractor becomes bankrupt or insolvent, or a receiving order is made against the Contractor, or an assignment is made for the benefit of creditors, or if an order is made or resolution passed for the winding up of the Contractor, or if the Contractor takes the benefit of any statute for the time being in force relating to bankrupt or insolvent debtors, or
 - 7.1.2 the Contractor fails to perform any of the Contractor's obligations under the Standing Offer, or, in the Chairman's view, so fails to make progress as to endanger performance of the Standing Offer in accordance with its terms.
- 7.2 In the event that Her Majesty terminates the work in whole or in part under GC7.1, Her Majesty may arrange, upon such terms and conditions and in such manner as Her Majesty deems appropriate, for the work to be completed that was so terminated, and the Contractor shall be liable to Her Majesty for any excess costs relating to the completion of the work.
- 7.3 Upon termination of the work under GC7.1, the Chairman may require the Contractor to deliver and transfer title to Her Majesty, in the manner and to the extent directed by the Chairman, any finished work which has not been delivered and accepted prior to such termination and any materials or work-in-process which the Contractor has specifically acquired or produced for the fulfillment of the Standing Offer.. Her Majesty shall pay the Contractor for all such finished work delivered pursuant to such direction and accepted by Her Majesty, the cost to the Contractor of such finished work plus the proportionate part of any fee fixed by the said Standing Offer and shall pay or reimburse the Contractor the fair and reasonable cost to the Contractor of all materials or work-in-process delivered to Her Majesty pursuant to such direction. Her Majesty may withhold from the amounts due to the Contractor such sums as the Chairman determines to be necessary to protect Her Majesty against excess costs for the completion of the work.
- 7.4 The Contractor shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the Contractor under the Standing Offer, exceeds the Standing Offer price applicable to the work or the particular part thereof.
- 7.5 If, after the Chairman issues a notice of termination under GC7.1, it is determined by the Chairman that the default of the Contractor is due to causes beyond the control of the Contractor, such notice of termination shall be deemed to have been issued pursuant to GC6.1 and the rights and obligations of the parties hereto shall be governed by GC6.

GC8 ACCOUNTS AND AUDITS

- 8.1 The Contractor shall keep proper accounts and records of the cost of the work and of all expenditures or commitments made by the Contractor including the invoices, receipts and vouchers, which shall at reasonable times be open to audit and inspection by the authorized representatives of the Chairman who may make copies and take extracts therefrom.
- 8.2 The Contractor shall afford facilities for audit and inspection and shall furnish the authorized representatives of the Chairman with such information as the Chairman or they may from time to time require with reference to the documents referred to herein.
- 8.3 The Contractor shall not dispose of the documents referred to herein without the written consent of the Chairman, but shall preserve and keep them available for audit and inspection for such period of time as may be specified elsewhere in the Standing Offer or, in the absence of such specification, for a period of two years following completion of the work.

GC9 CONFLICT OF INTEREST

- 9.1 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 Standing Offer, the Contractor shall declare it immediately to the Agency Representative.

APPENDIX "A"**GENERAL CONDITIONS****GC10 CONTRACTOR STATUS**

10.1 This is a Standing Offer for the performance of a service and the Contractor is engaged under the Standing Offer as an independent Contractor for the sole purpose of providing a service. Neither the Contractor nor any of the Contractor's personnel are engaged by the Standing Offer as an employee, servant or agent of Her Majesty. The Contractor agrees to be solely responsible for any and all payments and/or deductions required to be made including those required for Canada or Quebec Pension Plans, Employment Insurance, Workmen's Compensation, or Income Tax.

GC11 WARRANTY BY CONTRACTOR

11.1 The Contractor warrants that the Contractor is competent to perform the work required under the Standing Offer in that the Contractor has the necessary qualifications including the knowledge, skill and ability to perform the work.

11.2 The Contractor warrants that the Contractor shall provide a quality of service at least equal to that which Contractors generally would expect of a competent Contractor in a like situation.

GC12 AMENDMENTS

12.1 No amendment of the Standing Offer nor waiver of any of the terms and provisions shall be deemed valid unless effected by a written amendment.

GC13 ENTIRE AGREEMENT

13.1 The Standing Offer constitutes the entire agreement between the parties with respect to the subject matter of the Standing Offer and supersedes all previous negotiations, communications and other agreements relating to it unless they are incorporated by reference in the Standing Offer.

APPENDIX "B"**SUPPLEMENTARY CONDITIONS****SC1 RELEASE AND DISCLOSURE OF PROPRIETARY, PERSONAL AND THIRD PARTY INFORMATION**

- 1.1 The Contractor shall keep confidential all information provided to the Contractor by or on behalf of Canada in connection with the Work, including any information that is proprietary to third parties, and all information conceived, developed or produced by the Contractor as part of the Work where copyright or any other intellectual property rights in such information (except a licence) vests in Canada under the Standing Offer.
- 1.2 The Contractor shall not disclose any such information to any person without the written permission of the Chairman, except that the Contractor may disclose to an authorized subcontractor information necessary for the performance of the Sub Contract, on the condition that the subcontractor agrees that it will be used solely for the purposes of such Subcontract.
- 1.3 Information provided to the Contractor by or on behalf of Canada shall be used solely for the purpose of the Standing Offer and shall remain the property of Canada or the third party, as the case may be. Unless the Standing Offer otherwise expressly provides, the Contractor shall deliver to Canada all such information, together with every copy, draft, working paper and note thereof that contains such information, upon completion or termination of the Standing Offer or at such earlier time as the Chairman may require.
- 1.4 Subject to the *Access to Information Act*, R.S.C. 1985, and, to any right of Canada under this Standing Offer to release or disclose, Canada shall not release or disclose any information delivered to Canada under the Standing offer that is proprietary to the contractor or a Subcontractor including personal and third party information.

SC2 SALES TAX

- 2.1 These services are being purchased with public (Canada) funds for the use of a federal government agency and as such are not subject to the payment of any provincial ad valorem sales and consumption taxes levied by the province or territory in which the taxable services are delivered.

SC3 IDENTIFICATION/ACCESS CARD

- 3.1 A Contractor who has been issued an agency Identification/Access Card must return it to the appropriate Security Section upon termination or completion of the Standing Offer services and/or on the date that the card expires.

SC4 OFFICIAL LANGUAGES

- 4.1 Any Contractor who carries out work on behalf of CTA in a location where the Agency is required to provide services or communications to the public in both official languages, must also do so in both official languages
- 4.2 Contractors must also respect the right of employees to work in the language of their choice and respect the language(s) of work in each region. To that end, Contractors must be able to provide their services in the working language of each region and in the two official languages of the National Capital Region (NCR). In CTA, the languages of work in the NCR are English and French; in the Quebec regional office, French; and English in all other agency regional offices.

SC5 NON-RESIDENTS WHO PERFORM SERVICES IN CANADA

- 5.1 The Contractor agrees that, pursuant to the provisions of the Income Tax Act, Canada is empowered to withhold an amount of 15 percent of the price to be paid to the Contractor, if the Contractor is a non-resident Contractor identified in said Act and will perform services in Canada. This amount will be held on account with respect to any liability for taxes which may be owed to Canada. In addition, an amount of 9 percent may be withheld for provincial income tax purposes from non-residents providing services in the Province of Quebec.

APPENDIX "B"**SUPPLEMENTARY CONDITIONS****SC6 CRIMINAL CODE OF CANADA**

- 6.1 The Contractor certifies that it has not lost capacity to Contract with Her Majesty pursuant to Section 750 of the Criminal Code of the Canada.

SC7 CERTIFICATION - CONTINGENCY FEES

- 7.1 The Contractor certifies that it has not directly or indirectly paid or agreed to pay and covenants that it will not directly or indirectly pay a contingency fee for the solicitation, negotiation or obtaining of this Standing Offer to any person other than an employee acting in the normal course of the employee's duties.
- 7.2 All accounts and records pertaining to payments of fees or other compensation for the solicitation, obtaining or negotiation of the Standing Offer shall be subject to the Accounts and Audit provisions of the Standing Offer.
- 7.3 If the Contractor certifies falsely under this section or is in default of the obligations contained therein, the Chairman may either terminate this Standing Offer or recover from the Contractor by way of reduction to the Standing Offer price or otherwise the full amount of the contingency fee.
- 7.4 In this section:
- 7.4.1 "contingency fee" means any payment or other compensation that is contingent upon or is calculated upon the basis of a degree of success in soliciting or obtaining a Government Standing Offer or negotiating the whole or any part of its terms.
- 7.4.2 "employee" means a person with whom the Contractor has an employer/employee relationship.
- 7.4.3 "person" includes an individual or group of individuals, a corporation, a partnership, an organization and an association and, without restricting the generality of the foregoing, includes any individual who is required to file a return with the registrar pursuant to section 5 of the *Lobbyist Registration Act* R.S. 1985 c.44 (4th Supplement) as the same may be amended from time to time.

SC8 FORMER PUBLIC SERVANTS

- 8.1 It is a term of the Standing Offer:
- 8.1.1 that the Contractor has declared to the Agency Representative whether the Contractor has received a lump sum payment made pursuant to any work force reduction program, including but not limited to the Work Force Adjustment Directive, the Early Departure Incentive Program, the Early Retirement Incentive Program or the Executive Employment Transition Program, which has been implemented to reduce the public service;
- 8.1.2 that the Contractor has informed the Agency Representative of the terms and conditions of that work force reduction program, pursuant to which the Contractor was made a lump sum payment, including the termination date, the amount of the lump sum payment and the rate of pay on which the lump sum payment was based, and
- 8.1.3 that the Contractor has informed the Agency Representative of any exemption in respect of the abatement of a Contract fee received by the Contractor under the Early Departure Incentive Program Order.

SC9 STANDING OFFER - GENERAL

- 9.1 The intent of this Standing Offer is to establish a framework with the Supplier to permit expeditious processing of legally binding Contracts (i.e. Call-up Against a Standing Offer). The Standing Offer method of supply will be used to satisfy "as and when required" requirements.
- 9.2 It is understood and agreed that:

APPENDIX "B"**SUPPLEMENTARY CONDITIONS**

- 9.2.1 the Standing Offer itself is not a Contract, but rather a base document that includes pre-determined terms and conditions that will apply to any subsequent Call-up awarded against the Standing Offer.
- 9.2.2 any authorization for the provision of services under this Standing Offer shall be initiated by means of a Call-up document and the procedures used to select a Supplier from the list of Standing Offer Holders shall be in accordance with the Appendix "D", Statement of Work, Allocation of Work provisions;
- 9.2.3 a contractual obligation shall not come into force until such time as a Call-up document has been issued by the Agency and duly executed on behalf of the Supplier and on behalf of Her Majesty the Queen in right of Canada; and
- 9.2.4 the Agency is not obligated to authorize or order any materiel and services whatsoever or to spend any monies whatsoever under this Standing Offer. Canada's liability is limited to the amount of materiel and services specified in each fully executed Call-up document issued against the Standing Offer and payment for requested materiel and services shall be made in accordance with the Basis/Terms of Payment detailed therein.

SC10 INTELLECTUAL PROPERTY

- 10.1 The Canadian Transportation Agency has determined that any Intellectual Property arising from the performance of the Work under the Standing Offer will vest in Canada for the following reason: the main purpose of the Standing Offer, or of the deliverables contracted for is to generate knowledge and information for public dissemination.

SC11 FEDERAL GOODS AND SERVICES TAX (GST)/HARMONIZED SALES TAX (HST) PROGRAM

- 11.1 The Contractor's GST/HST number is [GST/HST Number]

SC12 PERSONNEL REPLACEMENT AND SUBSTITUTIONS

- 12.1 The Contractor shall provide the services of the personnel named in their proposal to perform the Work, unless the Contractor is unable to do so for reasons beyond his/her control.
- 12.2 Should the Contractor at any time be unable to provide the services of the resource(s) named in their proposal, the Contractor shall be responsible for providing replacement personnel at the same cost, who shall be of similar or greater ability or attainment, and whom shall be acceptable to the CTA Agency Representative.
- 12.3 In advance of the date upon which any replacement resources are to commence work, the Contractor shall notify the CTA Agency Representative, in writing, of the reason for the unavailability of their named resource(s). The Contractor shall then provide to the Agency Representative the name(s) and detailed curriculum vitae (c.v.) of the qualifications and experience of the proposed replacement resource(s).
- 12.4 As applicable, proposed replacement resources will be evaluated by CTA on the basis of the evaluation criteria included within the Request for Proposals document(s). Proposed replacement resources must receive the same or higher score on the point-rated criteria as the resource whom they are proposed to replace. Should the proposed replacement resource(s) not meet or exceed the ability/attainment of the resource(s) whom they are proposed to replace, CTA reserves the right to refuse the proposed replacement resource(s).
- 12.5 Under no circumstances shall the Contractor allow performance of the services by replacement resources that have not been duly authorized by the CTA Agency Representative.
- 12.6 CTA reserves the right to direct the Contractor to undertake replacements of his or her personnel should deployed Contractor personnel not meet (in CTA's exclusive opinion) the Agency's skills and abilities expectations. Contractor personnel substitutions made by the Contractor may only be undertaken with the express and prior written authorization of the CTA Agency Representative.

APPENDIX "B"**SUPPLEMENTARY CONDITIONS**

- 12.7 In any event that the Contractor is unable to provide the services of a resource that is of similar or greater ability or attainment and is acceptable to the CTA Agency Representative, CTA reserves the right to terminate the Standing Offer.

SC13 CONFLICT OF INTEREST AND POST-EMPLOYMENT CODE

- 13.1 **For the services of an Individual:** No individual for whom the post-employment provisions of the *Conflict of Interest Act*, the *Conflict of Interest and Post-Employment Code for Public Office Holders*, the *Values and Ethics Code for the Public Service*, or the *Conflict of Interest and Post-Employment Code for the Public Service* apply shall derive any direct benefit from this Standing Offer unless that individual is in compliance with the applicable post-employment provisions; and

that during the terms of the Supply Arrangement any persons engaged in the course of carrying out this Standing Offer shall conduct themselves in compliance with the principles of the *Conflict of Interest Act*, the *Values and Ethics Code for the Public Service*, the *Conflict of Interest and Post-Employment Code for Public Office Holders* which are the same as those in the *Conflict of Interest and Post-Employment Code for the Public Service*, with the addition that decisions shall be made in the public interest and with regard to the merits of each case. Should an interest be acquired during the life of the Standing Offer that would cause a conflict of interest or seem to cause a conflict of interest or seem to cause a departure from the principles, the Contractor shall declare it immediately to the Agency Representative.

- 13.2 **For the services of a Firm:** It is a term of this Standing Offer that no individual for whom the post-employment provisions of the *Conflict of Interest Act*, the *Conflict of Interest and Post-Employment Code for Public Office Holders*, the *Values and Ethics Code for the Public Service*, or the *Conflict of Interest and Post-Employment Code for the Public Service* apply, shall derive any direct benefit from this Standing Offer unless that individual is in compliance with the applicable post-employment provisions.

SC14 OPTION TO EXTEND STANDING OFFER:

- 14.1 The Contractor grants to Canada the irrevocable option to extend the term of the Standing Offer by two (2) additional one (1) year periods under the same terms and conditions.
- 14.2 Canada may exercise this option at any time by sending a notice to the Contractor at least sixty (60) calendar days prior to the Standing Offer expiry date.
- 14.3 The Contractor agrees that, during the extended period the Standing Offer, the rates/prices will be in accordance with the provisions of the Standing Offer.

SC16 SECURITY REQUIREMENTS FOR CANADIAN SUPPLIER: PWGSC FILE #20-11-5001

- 16.1 The Contractor must, at all times during the performance of the Standing Offer, hold a valid Designated Organization Screening (DOS) with approved Document Safeguarding at the level of PROTECTED B, issued by the Canadian Industrial Security Directorate, Public Works and Government Services Canada.
- 16.2 The Contractor personnel requiring access to PROTECTED information, assets or work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
- 16.3 The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce or store PROTECTED information until the CISD/PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed at the level of PROTECTED B, including an IT Link at the level of Protected B.
- 16.4 Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.

APPENDIX "B"

SUPPLEMENTARY CONDITIONS

16.5 The Contractor must comply with the provisions of the:

- (a) Security Requirements Check List and security guide (if applicable), attached at Appendix F;
- (b) Industrial Security Manual (Latest Edition)

APPENDIX "C"

BASIS OF PAYMENT

TP1 The Standing Offer amount is only an estimate and the Supplier shall be paid only for those services requested by, and carried out to the satisfaction of, the Agency.

Payment for the satisfactory performance of the Work under this agreement shall not exceed the following rates for actual Work performed and the method of payment shall be detailed in each individual Call-up document. The rates provided herein reflect maximum ceiling rates and may be adjusted downwards at the discretion of the Supplier on a per quote basis.

The contractor will be paid a firm, all-inclusive rate in Canadian dollars, GST/QST extra if applicable for design services provided to the project authority based on work requests and approved estimates.

The rates charged for professional services are all-inclusive. The rates are to include the cost of labour, fringe benefits, general and administrative expenses, overhead, profit and the like, excepting only GST and QST if applicable. All expenses normally incurred in providing the services (i.e. project office space [including the contractor'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 here, and will not be permitted as direct charges under any work request.

The contractor is subject to the applicable laws as outlined in article A4 of the resulting supply arrangement. As such, the contractor is responsible for ensuring adherence to these laws, including any applicable labour laws. The rates charged by the contractor reflect this responsibility and the Agency will not be subject to additional charges not expressly laid out here.

Pricing schedule

The bidder must provide a completed pricing schedule.

The hourly rates are fixed and include overhead, profit and expenses, such as transportation expenses for travel to Agency headquarters or to the location of photo/video shoots. Overtime is defined as working before 8:00 am or after 6:00 pm from Monday to Friday, or any time on Saturday or Sunday.

All prices are in Canadian dollars, GST/QST extra.

TP1

Web and Graphic Design Services		Hourly ceiling rate - Regular Hours	Hourly ceiling rate - Overtime Hours
1. Creative consultation Client consultations, research, creative planning of products, preparation of concepts, etc.	Year 1	\$	\$
	Year 2	\$	\$
	Year 3	\$	\$
	Option Yr 1	\$	\$
	Option Yr 2	\$	\$
2. Project management and coordination Management and coordination from project onset to completion, ensuring quality standards, deadlines, and visual requirements are met, includes managing staff/subcontractors, etc.	Year 1	\$	\$
	Year 2	\$	\$
	Year 3	\$	\$
	Option Yr 1	\$	\$

APPENDIX "C"
BASIS OF PAYMENT

	Option Yr 2	\$	\$
3. Graphic design Visual development of designs as per creative direction, etc.	Year 1	\$	\$
	Year 2	\$	\$
	Year 3	\$	\$
	Option Yr 1	\$	\$
	Option Yr 2	\$	\$
4. Layout and production Page layout and positioning of text and graphics, creation of alternative formats (such as ePub), purchasing of images and graphics, etc.	Year 1	\$	\$
	Year 2	\$	\$
	Year 3	\$	\$
	Option Yr 1	\$	\$
	Option Yr 2	\$	\$
5. Photography Photography at Agency headquarters or at other sites.	Year 1	\$	\$
	Year 2	\$	\$
	Year 3	\$	\$
	Option Yr 1	\$	\$
	Option Yr 2	\$	\$
6. Web production Transferring design concepts to a web format, including HTML mark-up and any required animation, modifying images for the web, working with responsive layouts, etc.	Year 1	\$	\$
	Year 2	\$	\$
	Year 3	\$	\$
	Option Yr 1	\$	\$
	Option Yr 2	\$	\$
7. Digital illustrations and photo editing Creating, cropping, retouching images, photos, vectors, etc.	Year 1	\$	\$
	Year 2	\$	\$
	Year 3	\$	\$
	Option Yr 1	\$	\$
	Option Yr 2	\$	\$
8. Author's alterations Any alteration in text or graphics which is not a correction to the work.	Year 1	\$	\$
	Year 2	\$	\$
	Year 3	\$	\$
	Option Yr. 1	\$	\$
	Option Yr 2	\$	\$

Selection

Only acceptable proposals will be considered.

A bid evaluation value (BEV) will be calculated for each bid, based on the numbers provided by the bidder in the Basis of payment grid. Bids will be ranked according to their BEV; the lowest BEV will receive full points for their financial bid (15%), and the other bids will be marked in relation to the lowest BEV (Lowest BEV/Bidder's BEV x 15 = Bidder's score).

APPENDIX "C"
BASIS OF PAYMENT

TP2

Maximum Authorized Fees

\$0.00/hour to a maximum of 0 hours **\$0.00**

Maximum GST/HST Payable **\$0.00**

Total Maximum Authorized Standing Offer Value \$0.00

TP3

Administration fees are not reimbursable under this agreement as the time/unit rate(s) and/or fixed fee(s) specified in TP1 are inclusive of all payroll, overhead and administration costs and profits required to complete the Work.

TP4

This Standing Offer value shall not be exceeded without the approval of the Standing Offer signing authority.

TP5

Payments in accordance with the Terms of Payment herein will be made to the Contractor upon receipt of invoices therefor approved by the Agency Representative for satisfactory performance of this agreement. It is understood and agreed that the Agency Representative shall be the final judge concerning the quality and acceptability of the work.

TP6

Payment will be issued to the Contractor 30 days after the work (or part thereof, where provided for under TP1) is satisfactorily completed and an invoice received therefor. Where payment is not made within the 30 day payment period, and where the government is responsible for the delay, interest will be paid on the invoice amount at the Bank of Canada rate in effect on the date on which the amount is paid, plus 3%.

TP7

Interest is payable on acceptable invoices that are not paid within the 30 day payment period. Interest will not be paid on invoices paid within the 30 day payment period. Interest will not be paid on an interim basis; nor will interest be paid on interest charges.

TP8

The period for which interest will be paid will be from the day after the end of the 30 day payment period to the date that payment is issued.

TP9

**FEDERAL GOODS AND SERVICES TAX (GST)/HARMONIZED SALES TAX (HST)
REGISTRANTS AND NON-REGISTRANTS**

9.1

GST or HST Registrants: Any amount levied against Her Majesty in respect of the federal Goods and Services Tax (GST) or Harmonized Sales Tax (HST) shall be shown separately on all invoices and claims for progress payments submitted by the Contractor. The appropriate GST or HST levy shall be paid from the Government of Canada Refundable Advance Account to the Contractor in addition to the amounts paid from the departmental appropriation for the work done. The Contractor agrees to remit the GST or HST to the Canada Customs and Revenue Agency.

or,

9.2

Non GST or HST Registrants: Any amount to be levied by a non-GST or HST Registrant against Her Majesty in respect of the federal Goods and Services Tax (GST) or the Harmonized Sales Tax (HST) shall be shown separately on all invoices and claims for progress payments submitted by the Contractor. The appropriate GST or HST levy and the amounts for the work done shall be paid directly from the agency appropriation to the Contractor.

APPENDIX "C"

BASIS OF PAYMENT

TP10 METHOD OF PAYMENT AND INVOICING INSTRUCTIONS

10.1 Progress Payments

Unless stated otherwise within the individual Call-up(s) issued against the Standing Offer, payment shall be made to the Contractor upon satisfactory completion of the project work and acceptance of all Call-up(s) deliverables and, compliance with the Invoicing Instructions specified herein.

10.2 Invoicing Instructions

10.2.1 Two copies of the Contractor's invoice and all required receipts shall be submitted to:

10.2.2 Factures-invoices@otc-cta.gc.ca

Pursuant to paragraph 221 (1) (d) of the *Income Tax Act*, payments made by departments and agencies under applicable service Standing Offers must be reported on a T1204 supplementary slip. To comply with this requirement, Contractors are required to provide the following information on each invoice:

- a) the legal name of the entity or individual, as applicable, i.e. the name associated with the Social Insurance Number or Business Number (BN), as well as the address and the postal code;
- b) the status of the Contractor, i.e. individual, unincorporated business, or corporation;
- c) for individuals and unincorporated businesses, the Contractor's SIN and, if applicable, the BN or if applicable, the Goods and Services Tax (GST) Harmonized Sales Tax (HST) number;
- d) for corporations, the BN, or if this is not available, the GST/HST number. If there is no BN or GST/HST number, the T2 Corporation Tax number must be shown; and
- e) the following certification signed by the Contractor or an authorized officer:
"I certify that I have examined the information provided above, including the legal name, address, and Canada Customs and Revenue Agency identifier, c) or d) as applicable, and that it is correct and complete, and fully discloses the identification of this Contractor."

Invoice Payment will only be made upon receipt and acceptance of the above noted documentation.

APPENDIX “D” STATEMENT OF WORK

Statement of work

1.0 Background

The Canadian Transportation Agency (the Agency) is an independent administrative body of the Government of Canada. The Agency releases a number of information products each year, and is striving to be a leader by providing its content in a variety of innovative and accessible formats.

2.0 Objectives

The Agency is seeking outside expertise with a full range of creative services, graphic and web design for its content.

The remainder of this document provides additional information that will allow a contractor to understand the scope of the work needed and develop a proposal in the format desired by the Agency.

3.0 Scope of work and deliverables

To provide design services for print, electronic media, training materials, web pages, and displays on an ‘as and when requested’ basis. All final graphic design, web design or creative services materials produced must respect the applicable Government of Canada and Agency policies, standards, guidelines and regulations (see section 11.0 – Considerations).

3.1 Products

The information products may include, but are not limited to, the following formats and elements:

- Web pages, web features and single-page applications, including dynamic web elements that use client- or server-side scripting;
- Print publications;
- Accessible PDFs for web and print;
- Accessible and dynamic PDF forms;
- EPUB electronic book format (validated in EpubCheck);
- Banners and icons for Internet/Intranet;
- Animation such as GIF animation or CSS and HTML5 animations for web pages or DVD applications;
- CD/DVD cover and label;
- Illustrations, images, charts, tables and other graphics;
- Audio; and
- Photography.

3.2 Services

The contractor will provide the following creative services for products as required by the Agency. Any or all of the services may be required.

3.2.1 Creative consultation

The contractor will provide consultation, brainstorming and research services related to the development of concepts

and design for web features, graphics, , animations, layouts and photography design.

Consultation services may be required in person at the Agency's location or by video/teleconference. The contractor must be available for face-to-face meetings on 36 hours notice, as required, to discuss the project. The contractor is responsible for the cost of transportation (it should be factored in to Table B-2: Price Quote).

3.2.2 Strategic communications

The contractor will provide strategic communications advice to the Agency in the context of each creative project.

This may include making recommendations as to the best vehicles and design elements to achieve the objectives of the project. It further entails research and understanding the Agency's mandate, and applying that knowledge when creating and executing a project.

Specifically, the Agency seeks expert advice on innovative ways of using web technologies to present dynamic and engaging content. The contractor will make recommendations about usability, user interface and user experience, design and layout, font use, new technologies, available tools and web optimization. The contractor should also have an understanding of accessibility requirements and factor them in when making recommendations.

3.2.3 Project management for creative services

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

The contractor 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 progress, on a monthly basis and as required by the client.
- Manage the workflow and budget during the complete process to ensure that each element of the project stays on time and on budget.

3.2.4 Concept development, art direction and creative design

The contractor will, for each project:

- Develop design concepts, including variations for the different formats and elements, based on consultation with the client. These designs must meet the requirements in section 11.0 – Considerations. A minimum of 2 design concepts is required.
- Revise one or two of the concepts – as selected by the Agency – to produce a design for approval, then make subsequent modifications to the concept as required. Once the design concept has been approved by the client it is considered final; changes after this point will be considered author's alterations (see section 8.0 – Author's alterations). The chosen design out of the samples provided will become the property of the Crown.

3.2.5 Design rendering

The Agency may require, but is not limited to, the following design services, based on creative consultation:

- Design development (electronic and/or hard copy) for approval as required;
- Adaptation of existing designs;

- Design of black and white sketches as required;
- Production of wireframes for web designs;
- Preparation of charts, graphs, tables and similar "graphic" elements;
- Creation of images and/or scan of supplied photos for print or electronic media using web-safe colour palettes and formats as required;
- Searching for images and providing the client with the information needed to purchase the rights to these images (the client will cover the cost of the rights);
- Retouching of supplied photographs and/or images as required;
- Revisions to selected concept to produce a final design for approval (changes after this point will be considered author's alterations);
- Preparation and presentation of comprehensive colour mock-ups of all design proposals and their subsequent revisions either in hard copy or PDF, as per instructions from the client;
- Designing of web templates and icons;
- Computer illustration or retouching;
- Animation (i.e. GIFs or HTML5);
- Designing, creating and/or modifying PDF files;
- Laser proofs;
- Submission of colour proofs in electronic format, colour mock-ups and samples;
- Production of master and archive CDs or DVDs, which can include the products listed under section 3.1;
- Testing for accessibility and web page optimization on various browsers and screen resolutions;
- Writing metadata tags and long descriptions for images, graphics, charts or tables;
- Metadata tagging in HTML;
- Converting files from word processing software;
- Converting documents to HTML or from HTML to text format (i.e. MS Word) as required;
- Creating web-ready art;
- Providing all required scripting for dynamic web elements;
- Completing print specifications for solicitation and contracting purposes, as required.

3.2.6 Creative illustration and animation

The contractor may be required to provide creative illustration and animation services including (but not limited to) the following:

- Development of images and illustrations;
- Photographic image design manipulation, development and retouching;
- Preparation of print-ready versions;
- Production of short, web-friendly animations.

3.2.7 Photography

The contractor may be required to provide photography services by taking pictures on location or in a studio setting, as specified by the client. Photography includes creative consultation, subcontracting of models, location scouting, coordination of photography permits, set-up, staging, taking of pictures, and direction of photo shoots. Photographs are to be provided for review in high-quality print or electronic format as requested by the client, and, once selected, are to be prepared for layout and final production, including any necessary touch-ups and the writing of alt text. All photographs become property of the Crown.

The client may also supply the contractor with photographic imagery in hard copy (slide, print, transparency) or electronic file. The contractor will be responsible for acquiring or preparing electronic files of the hard copy imagery at a high enough quality for printing (i.e. high resolution scans) unless otherwise authorized by the client. The contractor may also be required to retouch photographs or research stock photography. The client will cover the cost of the rights to use stock photography. It is the contractor's responsibility to ensure that usage of these images follows all copyright regulations of the image bank.

3.2.8 Web and electronic format production

Electronic formats include HTML, pdf, ePub, gifs, HTML5 animations and slides, SVGs, etc. In addition to the other services and products outlined, the following services may be required for new media production:

- Producing web pages, web features and small applications;
- Converting electronic (e.g. text) files between programs;
- Developing and producing graphics for the multimedia product;
- Problem-solving design issues as they arise during layout;
- Keying-in and on-screen proofing of changes or corrections to text or images;
- Preparation and supply of multimedia files for client use or CD-ROM duplication; and
- Supply of files for the web. Files for the Internet must be W3C compliant and consistent with current Government of Canada accessibility, usability and interoperability guidelines.

3.2.9 Typography/text layout as part of the graphic and web design

Typefaces and font variations should be used in accordance with the Agency's visual identity and accessibility guidelines. Where type is output as hard copy, it should be output at 1200 dpi quality or better, according to current standards in the printing and graphics industry.

3.2.10 Layout and production

This is the process of putting all of the elements together up to the final stage to be used by the client, the printer or the webmaster for use in production of the final product. The contractor may be required to complete the final layout, including the following:

- Removing or correcting formatting errors in client-supplied text and in the contractor's own work;
- Laying out text on the pages of the document;
- Preparing 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;
- Creating charts, graphs and tables for inclusion in the layout;
- Importing illustrative or photographic images for inclusion in the layout;
- Making changes or corrections to images and photos;
- Problem-solving design issues as they arise during the layout;
- Proof-reading each proof and each subsequent change prior to submission, in English and French;
- Translating the electronic text files between programs;
- Producing colour copies for the printer;
- Producing digital files and digital camera-ready copy for printing;
- Preparing video and/or audio for inclusion in final product;
- Preparing final electronic artwork for production; and

- Troubleshooting or working out any technical problems directly with the printer or other company working on final production.

3.2.11 Trapping

Trapping will be the responsibility of the printer unless clearly specified by the design company in their estimates.

4.0 Quality assurance

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

- Quality assurance of the design services and final product;
- Quality assurance to ensure successful functionality and transfer of web design to the Agency's Internet and intranet sites;
- 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 contractor to client-supplied text;
- Proofreading 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 client; and
- Reviewing all changes or corrections to images.

5.0 Final design product – final files

The contractor will provide all of the related and working files, including files for the different products listed under section 3.1, as specified below.

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

- Artwork will be set according to printer or web specifications or as specified by the client.
- The contractor will return all completed work and all related files (i.e., layered or native files, text files, electronic files, graphics, images) as well as the output proofs. Source files must be provided, including all graphic layers. These files will be supplied on CD or DVD for archival purposes.
- Information sheets containing the proper information on software, versions, fonts, colours (e.g. a mock-up specifying PMS colours), graphics, scanned images, etc., will be supplied with the electronic media.
- Special instructions, including (for example) trapping, spreading, choking information, will be provided with the electronic media.
- Scanned images will be supplied on the specified media as well as all other electronic sources required to proceed.
- All final deliverables destined for the web must be created and compiled using industry standard software packages, must follow Agency file nomenclature requirements and must be ready for posting to a web server.
- Sets of files for posting on the web must include any information necessary to ensure correct appearance and functionality after posting. (The contractor must provide at no extra charge the source files used for the creation of text and graphics that appear in the files for posting on the web.)
- All illustrations and photographs will be in place in final files.
- Filename extensions must be properly updated in all layouts and must include appropriate extensions (ie. filename.eps, filename.qxd).
- 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.

- The contractor will provide a document outlining the print specifications.
- Colour-separated page proofs will be provided if appropriate.
- Laser copies produced to indicate position of illustrations will be clearly marked "for position only" or in French "positionnement seulement."
- A web-ready accessible PDF of each final product (in both English and French) must be prepared according to Agency guidelines (i.e., featuring low-res images, a table of contents, bookmarks, and with text flow identified for screen readers) and submitted to the client.
- The contractor will be required to store an electronic version of original materials developed under the project. Ownership of the material and copyright of the materials will always rest with the Agency. The Contractor will offer these services at no extra cost to the Agency.

6.0 Material and support provided by the Agency

Material supplied by the client for any of the creative services may be supplied to the contractor in the form of hand-written instructions, drafts or rough sketches,

printed specimens with changes indicated, photographs, blueprints, HTML, PDF, photocopies or electronic media. Copy supplied for the products will be in English and French.

The client will provide the following:

- graphic standards;
- description of work;
- images (unless otherwise requested to be provided by the design company);
- texts and translations;
- final revision; and
- print approval.

7.0 Software

The Agency uses the following software:

- MS Office 2010: (Word, Excel, Publisher, PowerPoint, etc.)
- Adobe Creative Studio 6 suite

8.0 Author's alterations

Author's alterations (AAs) are changes requested by the client, not a correction to the contractor's work.

AAs are **only** to be made with the written approval of the client.

AAs are assumed to be a result of the production process, not the design process.

Multimedia production AAs are assumed to be at the multimedia rate quoted.

The first set of changes (assuming no more than 10% of the text is changed) to all page proofs are automatically included in a company's estimate and do not constitute AAs.

Revisions made to comply with the considerations under section 11.0 (e.g. FIP, accessibility and usability standards, Agency corporate image, official languages) and fair and representative depiction will not be considered as author's alterations.

9.0 Components of the work and components return

The project and its components shall be delivered in an environmentally responsible manner, to the fullest extent possible.

The contractor will deliver the completed project together with all draft material as specified by the client upon completion.

All original material supplied (artwork, electronic media, photographs) or created during production for any creative requirements is deemed to be the property of Canada and must be returned to the client, within five working days of receiving the request to do so and at no additional cost to Canada.

Components must be packaged appropriately and shipped in a manner to ensure safe delivery at the specified destination. Secondary packaging should be reduced, reusable, or recyclable, whenever possible.

Components include any electronic files that the contractor may be holding as part of the project. Payment of invoices applicable to the project may be withheld until final electronic files are received. The contractor must provide the files on appropriate media such as CD, DVD, etc., as requested. The use of reusable electronic devices is preferable, whenever possible.

10.0 Assignment process

The Agency will provide specifications for each project or element and the contractor will be asked to submit a quote and a timetable for the completion of the work.

The existence of this contract between the Agency and the contractor in no way prevents the Agency from using the services of other contractors, as and when it sees fit.

Should the contractor be unable to meet the deadlines for specific elements, use of its contract overall may be reduced.

11.0 Considerations

All graphic design materials produced shall display the Federal Identity Program, the Canada wordmark, and be consistent with the Agency's corporate image. Use of these marks is governed by Government of Canada guidelines available at http://www.tbs-sct.gc.ca/fip-pcim/index_e.asp.

All materials must also be compliant with the Communications Policy of the Government of Canada and the related legislation and policies listed within it (<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=12316>).

All final deliverables destined for the web must be coded and compiled in a manner compliant with the Government of Canada's web standards (<http://www.tbs-sct.gc.ca/ws-nw/>).

All materials will be prepared in both official languages in accordance with the *Official Languages Act*.

12.0 Contractor's requirements

The contractor's proposed personnel (the artistic director and all the graphic/web designers who will be working on this project) must have already participated in projects of a scope and nature comparable to those described in this statement of work.

All of the proposed personnel must have or be able to obtain the "Reliability" security level.

In addition, all key members of the team (including the artistic director, project manager, and senior designers) who will be working on Agency projects must possess experience in strategic communications, i.e., they must be able to provide strategic communications advice to the client in the context of this project.

13.0 Language of work

The language of work will mainly be English, but the products provided must be both English and French. The main contractor contact must be able to provide services to the Agency in both official languages.

APPENDIX “E” EVALUATION GRID FOR TECHNICAL AND FINANCIAL BID

Graphic and web design services mandatory criteria grid

Mandatory Criteria	Met	Not met	Proposal reference
<p>M1. Pricing schedule</p> <p>The Bidder must complete the pricing schedule and include it as part of the financial proposal, which is presented separately from the technical proposal. The pricing schedule template is provided under Appendix C: Terms of payment.</p>			
<p>M2. Samples</p> <p>The bidder must provide 3 samples of creative design completed by the company within the last 3 years as indicated in a), b) and c) below, accompanied by a detailed description of the project.</p> <p>Each of the 3 samples must be from a different project. The bidder must clearly indicate which sample belongs under a), b) and c).</p> <p>d. 1 sample of graphic design services for a significant corporate publication (e.g. strategic plan, annual report).</p> <p>e. 1 sample of creative services and graphic or web design for an electronic communication project that included one or more of the following:</p> <ul style="list-style-type: none"> • internet banners or icons; • online animation; • original photography; • CD or DVD label and case; • ePubs; • web or mobile applications; or • any other innovative product for the web. <p>f. 1 sample of graphic or web design services for a project that clearly demonstrates seamless integration between print and web formats.</p> <p>The following information must be provided for each of the 3 project samples submitted:</p> <ul style="list-style-type: none"> • Project name and description • Start and end dates of project • Client name and contact for whom the work was performed • Names of the people who worked on the project • A letter (fax, letter, e-mail, invoice) from the client confirming that the project was completed, and/or a link to the project if it is available online • The target audience of the project (be as specific as possible) 			

<ul style="list-style-type: none"> Specific project objectives and approach 			
<p>M3. Official languages</p> <p>The Bidder must indicate their capability of presenting and completing projects in both official languages (French and English). This can be done in the section describing the qualifications, availability and experience of proposed personnel.</p>			
<p>M4. Certifications</p> <p>The Bidder must certify that all information provided in response to this RFP is valid and true and must complete and sign the Certifications in Annex E of this RFP, and return as part of the proposal package.</p>			

Graphic and web design services rated criteria grid

Rated Requirements	Rated Elements
<p>1 Experience - Qualifications of Proposed Team (max 25 pts)</p> <p>The Bidder must demonstrate that the proposed personnel have already participated in projects of a scope and nature comparable to those described in the Statement of Work.</p>	<p>If the firm assigns an art director, a senior designer, an account representative, a proof reader, a graphic artist, 2 pts for each – up to a max of four employees (8 points)</p>
	<p>If the firm provides a senior designer with more than 5 years experience, or who specializes in government publications (2 points)</p>
	<p>If the firm provides a senior designer with more than 10 years experience, or who specializes in publishing, or in advertising design, or in government publications (3 points)</p>
	<p>If the firm provides a marketing or advertising specialist, (2 points)</p>
	<p>If team members who will be working on the file are permanent employees of the firm, 1 pt for each – up to a max of five employees (5 points)</p>
	<p>If any of the designers or graphic artists have a degree or certificate/diploma in graphic design or fine arts, 1 point for each – up to a max of four employees (3 points)</p>
	<p>If the firm provides an account representative with 10 years experience in government communications or publications (2 points)</p>
<p>2 Quality control procedures (max 26 pts)</p>	<p>Has procedures in place to keep the project on time (5 points)</p>

<p>The Bidder is required to describe the corporate quality control procedures for internal employees as well as for any work provided by subcontractors.</p>	Has procedures in place to keep close track of the budget (3 points)
	Has procedures in place for tracking AAs (3 points)
	Has procedures in place for tracking and incorporating design revisions (3 points)
	Has procedures in place to provide seamless service in case of employee absences (3 points)
	Is able to proofread in both official languages (English and French) (3 points)
	Is equipped to ensure the confidentiality of Agency information entrusted to it (3 points)
	Has backup systems for its computers (3 points)
<p>3 Strategic Communications (max 24 pts) The Bidder is required to demonstrate that key members of the team (e.g. Art Director, Project Manager, Senior Designers) who will be working on Agency projects possess experience in strategic communications, such as:</p> <ul style="list-style-type: none"> • recommending best vehicles and design elements to achieve the objectives of the project • researching and understanding the organization’s mandate, and applying that knowledge when creating and executing a project 	Add up to 6 points per team member possessing such experience – up to a max of four employees (24 points)
<p>4 Description and samples of graphic design work (max 150 pts)</p> <p>The bidder must provide 3 samples of creative design completed by the company within the last 3 years as indicated in a), b) and c) below, accompanied by a detailed description of the project.</p> <p>Each of the 3 samples must be from a different project. The bidder must clearly indicate which sample belongs under a), b) and c).</p> <p>a) 1 sample of graphic design services for a significant corporate publication (e.g. strategic plan, annual report).</p> <p>b) 1 sample of creative services and graphic or web design for an electronic communication project that included one or more of the following:</p> <ul style="list-style-type: none"> • internet banners or icons; 	Suitability of project outputs to audience, 6 pts for each sample
	Suitability of project outputs to objectives, 6 pts per sample
	Level of integration of print and electronic formats, 9 points per sample i.e.: - Are the print and electronic formats complementary – do they have the same look and text elements? - Is the content and design adapted in a way that makes sense for each format? - If sample is only in one format (e.g. for sample a), rate the item below out of 15 instead and award no points for this item.
	Overall creativity of the concept, 6 pts per sample - Focus just on the overall design concept here
	Level of innovation and originality of project outputs, 9 pts per sample - Focus on the outputs (the products/formats) – are they new? Different? Exciting?

<ul style="list-style-type: none"> • online animation; • original photography; • CD or DVD label and case; • ePubs; • web or mobile applications; or • any other innovate product for the web. <p>c) 1 sample of graphic or web design services for a project that clearly demonstrates seamless integration between print and web formats.</p>	Appropriate and creative use of space to make a balanced product, 3 pts per sample
	Appropriate and creative use of colour, 3 pts per sample
	Appropriate and creative use of typography, 3 pts per sample
	Use of appropriate imagery or graphics, 3 pts per sample
	Creative integration of text into design, 3 pts per sample
	Ability to elegantly integrate FIP or corporate image elements into design, 3 pts per sample

Total points: ____/225 (minimum 169 to pass)

FINANCIAL GRID FOR EVALUATION PURPOSES ONLY

This grid **is provided for information purposes only**, to illustrate how the financial portion of the RFP will be evaluated. This grid does not have to be included in your bid.

A bid evaluation value (BEV) will be calculated for each bid, based on the numbers provided by the bidder in the Basis of payment grid. Bids will be ranked according to their BEV; the lowest BEV will receive full points for their financial bid (15 points), and the other bids will be marked in relation to the lowest BEV (Lowest BEV/Bidder's BEV x 15 = Bidder's score).

You must complete the Basis of payment grid with all yearly rates in order for your financial bid to be complete.

Note: The following sample data is provided as an example of how the bid evaluation value (BEV) will be calculated. The data is arbitrary and should not be considered for calculating proposed hourly rates.

Table 1: Financial evaluation grid to calculate the bid evaluation value

GRAPHIC AND WEB DESIGN SERVICES	HOURLY RATE (Initial period) Average rate for years 1, 2 and 3 combined	HOURLY RATE (Optional period) Average rate for option years 1 and 2 combined	TOTAL
1.Creative consultation Client consultations, research,	\$100.00	\$100.00	\$200.00

creative planning of products, preparation of concepts, etc.			
2.Project management and coordination Management and coordination from project onset to completion, ensuring quality standards, deadlines, and visual requirements are met, includes managing staff/subcontractors, etc.	\$80.00	\$80.00	\$160.00
3.Graphic design Visual development of designs as per creative direction, etc.	\$150.00	\$160.00	\$310.00
4.Layout and production Page layout and positioning of text and graphics, creation of alternative formats (such as ePub), purchasing of images and graphics, etc.	\$200.00	\$225.00	\$425.00
5.Photography Photography at Agency headquarters or at other sites.	\$50.00	\$50.00	\$100.00
6.Web production Transferring design concepts to a web format, including HTML mark-up and any required animation, modifying images for the web, working with responsive layouts, etc.	\$175.00	\$175.00	\$350.00
7.Digital illustrations and photo editing Creating, cropping, retouching images, photos, vectors, etc.	\$80.00	\$90.00	\$170.00
8.Author's alterations Any alteration in text or graphics which is not a correction to the	\$100.00	\$100.00	\$200.00

work.			
Total hourly rate from initial period and optional period			\$1915.00
Total number of proposed rates			8
Bid evaluation value (BEV) (for evaluation purposes only) Total hourly rate divided by number of total rates proposed for services <i>(hourly rate for initial period plus optional period for each type of service is equal to one rate)</i>			239.38

APPENDIX "F"

INTELLECTUAL PROPERTY

Canada to Own Intellectual Property Rights in Foreground Information

- 01 Interpretation
- 02 Disclosure of Foreground Information
- 03 Canada to Own Intellectual Property Rights in Foreground Information
- 04 License to Intellectual Property Rights in Background Information
- 05 Right to License
- 06 Access to Information; Exception to Standing Offeror Rights
- 07 Waiver of Moral Rights
- 08 License to Intellectual Property Rights in Foreground Information
- 09 No Right for Standing Offeror to Sub-license

01 INTERPRETATION

1. In the Standing Offer,

"Background Information" means all Technical Information that is not Foreground Information and that is proprietary to or the confidential information of the Standing Offer, its Sub Standing Offerors or any other supplier of the Standing Offer;

"Firmware" means any computer program stored in integrated circuits, read-only memory or other similar devices;

"Foreground Information" means any Invention first conceived, developed or reduced to practice as part of the Work under the Standing Offer and all other Technical Information conceived, developed or produced as part of the Work under the Standing Offer;

"Intellectual Property Right" means any intellectual property right recognized by the law, including any intellectual property right protected through legislation (such as that governing patents, copyright, industrial design, integrated circuit topography, or plant breeders' rights) or arising from protection of information as a trade secret or as confidential information;

"Invention" means any new and useful art, process, machine, manufacture or composition of matter, or any new and useful improvement in any art, process, machine, manufacture or composition of matter, whether or not patentable;

"Software" means any computer program whether in source or object code (including Firmware), any computer program documentation recorded in any form or medium, and any computer database, and includes modifications to any of the foregoing;

"Technical Information" means all information of a scientific, technical or artistic nature relating to the Work, whether oral or recorded in any form or medium and whether or not subject to copyright, including but not limited to any Inventions, designs, methods, processes, techniques, know-how, models, prototypes, patterns, samples, schematics, experimental or test data, reports, drawings, plans, specifications, photographs, collections of information, manuals and any other documents, and Software. Technical Information does not include data concerned with the administration of the Standing Offer by Canada or the Standing Offeror, such as internal financial or management information, unless it is a deliverable under the Standing Offer.

02 DISCLOSURE OF FOREGROUND INFORMATION

1. The Standing Offeror shall promptly report and fully disclose to the Chairman all Foreground Information that could be Inventions, and shall report and fully disclose to the Chairman all other Foreground Information not later than the time of completion of the Work or such earlier time as the Chairman or the Standing Offer may require.
2. Before and after final payment to the Standing Offeror, the Chairman shall have the right to examine all records and supporting data of the Standing Offeror which the Chairman reasonably deems pertinent to the identification of Foreground Information.

APPENDIX “F” INTELLECTUAL PROPERTY

03 CANADA TO OWN INTELLECTUAL PROPERTY RIGHTS IN FOREGROUND INFORMATION

1. Without affecting any Intellectual Property Rights or interests therein that have come into being prior to the Standing Offer, all Intellectual Property Rights in the Foreground Information shall immediately, as soon as they come into existence, vest in and remain the property of Canada. The Standing Offeror shall have no right in or to any such Intellectual Property Rights in the Foreground Information except any right that may be granted in writing by Canada.
2. The Standing Offeror shall incorporate the copyright symbol and either of the following copyright notices, as appropriate, into all Foreground Information that is subject to copyright, regardless of the form in or medium upon which it is recorded:

© HER MAJESTY THE QUEEN IN RIGHT OF CANADA (year)

or

© SA MAJESTÉ LA REINE DU CHEF DU CANADA (année)

3.
 - (i) For greater certainty, the Standing Offeror agrees that where the Work under the Standing Offer involves the preparation of a database or other compilation using information or data supplied by Canada or personal information referred to in paragraph (ii), then the Standing Offeror shall not use or disclose any such information or data or personal information for any purpose other than completing the Work under the Standing Offer. The Standing Offeror shall not dispose of such information or data or personal information except by returning it to Canada. The Standing Offeror shall comply with the General Conditions of the Standing Offer in regard to maintaining the confidentiality of such information, data, or personal information. Unless the Standing Offer otherwise expressly provides, the Standing Offeror shall deliver to Canada all such information, data, or personal information, together with every copy, draft, working paper and note thereof that contains such information, data, or personal information upon completion or termination of the Standing Offer or at such earlier time as the Chairman may require.
 - (ii) For greater certainty and without limiting sub-section 03(1), if the Work under the Standing Offer involves the collection of personal information as that term is defined in the *Privacy Act* (R.S.C., c. P-21), then all Intellectual Property Rights in and title to that personal information shall, immediately upon the collection of it by the Standing Offeror, vest in Canada, and the Standing Offeror shall have no right or interest in it.
4. The Standing Offeror shall execute such conveyances or other documents relating to the Intellectual Property Rights in the Foreground Information as the Chairman may require, and the Standing Offeror shall, at Canada's expense, afford the Chairman all reasonable assistance in the preparation of applications and in the prosecution of any applications for registration of any Intellectual Property Right in any jurisdiction, including without limitation the assistance of the inventor in the case of Inventions.

04 LICENSE TO INTELLECTUAL PROPERTY RIGHTS IN BACKGROUND INFORMATION

1. The Standing Offeror hereby grants to Canada a non-exclusive, perpetual, irrevocable, world-wide, fully-paid and royalty-free license to exercise such of the Intellectual Property Rights in any Background Information incorporated into the Work or necessary for the performance of the Work as may be required in order for Canada to exercise its license in the Intellectual Property Rights in the Foreground Information. The Standing Offeror agrees to make any such Background Information (including, in the case of Software, source code) promptly available to Canada for any such purpose.

APPENDIX "F"

INTELLECTUAL PROPERTY

2. The Standing Offeror acknowledges that Canada may wish to award Standing Offers for any of the purposes contemplated in subsection 1 and that such Standing Offer awards may follow a competitive process. The Standing Offeror agrees that Canada's license in relation to the Intellectual Property Rights in Background Information includes the right to disclose the Background Information to bidders for such Standing Offers, and to sub-license or otherwise authorize the use of that information by any Standing Offeror engaged by Canada solely for the purpose of carrying out such a Standing Offer. Canada shall require bidders and the Standing Offeror not to use or disclose any Background Information except as may be necessary to bid for or to carry out that Standing Offer.
3. Where the Intellectual Property Rights in any Background Information are owned by a Sub contractor at any tier, the Contractor shall either obtain a license from that Subcontractor that permits compliance with subsections 1 and 2 or arrange for the Subcontractor to convey directly to Canada the same rights by execution of the form provided for that purpose by the Chairman, in which case the Contractor shall deliver that form to the Chairman, duly completed and executed by the Subcontractor, no later than the time of disclosure to Canada of that Background Information.
4. Notwithstanding subsection 1, the license set out therein shall not apply to any Software that is subject to detailed license conditions that are set out elsewhere in the Standing Offer.

05 RIGHT TO LICENSE

1. The Contractor represents and warrants that the Contractor has, or the Contractor undertakes to obtain, the right to grant to Canada the license to exercise the Intellectual Property Rights in the Background Information as required by the Standing Offer.

06 ACCESS TO INFORMATION; EXCEPTION TO CONTRACTOR RIGHTS

1. Subject to the *Access to Information Act*, R.S.C., c. A-1 and to any right of Canada under the Standing Offer, Canada shall not release or disclose outside the Government of Canada any Background Information delivered to Canada under the Standing Offer that is confidential information or a trade secret of the Contractor or a Subcontractor.
2. Nothing in these terms and conditions shall be construed as limiting Canada's right to exercise the Intellectual Property Rights in any Background Information, or to disclose any Background Information, to the extent that such information:
 - (a) is or becomes in the public domain, or to the extent that the Contractor does not benefit from or ceases to benefit from any intellectual property rights protection for such information under legislation or at law (other than under the terms of the Standing Offer), for any reason including as a result of Canada's use or disclosure of deliverables under the Standing Offer for any purpose whatever that is not expressly excluded under the Standing Offer;
 - (b) is or becomes known to Canada from a source other than the Contractor, except from any source that is known to Canada to be under an obligation to the Contractor not to disclose the information;
 - (c) is independently developed by or for Canada; or
 - (d) is disclosed under compulsion of a legislative requirement or any order of a court or other tribunal having jurisdiction.

07 WAIVER OF MORAL RIGHTS

1. The Contractor shall provide to Canada, at the completion of the Work or at such other time as the Chairman may require, a written permanent waiver of moral rights (as that term is defined in the *Copyright Act*, R.S.C., c. C-42), in a form acceptable to the Chairman, from every author that contributed to any Foreground Information which is subject to copyright protection and which is deliverable to Canada under the terms of the Standing Offer.
2. If the Contractor is an author of the Foreground Information referred to in subsection 1, the Contractor hereby permanently waives the Contractor's moral rights in that Foreground Information.

APPENDIX “F”
INTELLECTUAL PROPERTY

08 LICENSE TO INTELLECTUAL PROPERTY RIGHTS IN FOREGROUND INFORMATION

1. Subject to subsection 2, if the Contractor wishes to make use of the Foreground Information for purposes of its commercial exploitation or further development, then the Contractor may make a written request for a license to the Chairman. Such a request should be made within thirty (30) working days following completion of the Work. The Contractor shall give the Chairman an explanation as to why such a license is required. The Chairman shall respond in writing to any request for such a license within a reasonable period of time. If the request is refused the response shall provide an explanation for the refusal. Should the Chairman agree to grant such a license, it shall be on terms and conditions to be negotiated between the Contractor and the Chairman. It is understood that those terms may include payment of compensation to Canada.
2. Where the Work under the Standing Offer involves the preparation of a database or other compilation using information or data supplied by Canada, or personal information (as this term is defined in the *Privacy Act* (R.S.C., c. P-21)) collected by the Contractor as part of the Work, then the license referred to in subsection 1 shall be restricted to the Intellectual Property Rights in Foreground Information that are capable of being exploited without the use of such information or data or such personal information.

09 NO RIGHT FOR CONTRACTOR TO SUB-LICENSE

1. The Contractor shall not have the right to sub-license or otherwise authorize any party to exercise any of the Intellectual Property Rights in the Foreground Information.

APPENDIX "G" SECURITY REQUIREMENTS CHECKLIST (SRCL)



Contract Number / Numéro du contrat 4212150001
Security Classification / Classification de sécurité

SECURITY REQUIREMENTS CHECK LIST (SRCL) LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization Ministère ou organisme gouvernemental d'origine CTA	2. Branch or Directorate / Direction générale ou Direction Communication Branch	
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work - Brève description du travail		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
6. Indicate the type of access required - Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)		<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p.ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		<input type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciales sans entreposage de nuit?		<input type="checkbox"/> No Non <input checked="" type="checkbox"/> Yes Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions Aucune restriction relative à la diffusion <input checked="" type="checkbox"/> Not releasable À ne pas diffuser <input type="checkbox"/> Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays:	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/> Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays:	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/> Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays:
7. c) Level of information / Niveau d'information		
PROTECTED A PROTÉGÉ A <input type="checkbox"/> PROTECTED B PROTÉGÉ B <input checked="" type="checkbox"/> PROTECTED C PROTÉGÉ C <input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/> SECRET SECRET <input type="checkbox"/> TOP SECRET TRÈS SECRET <input type="checkbox"/> TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/> NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/> NATO SECRET NATO SECRET <input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/> PROTECTED B PROTÉGÉ B <input type="checkbox"/> PROTECTED C PROTÉGÉ C <input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/> SECRET SECRET <input type="checkbox"/> TOP SECRET TRÈS SECRET <input type="checkbox"/> TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>

Security Classification / Classification de sécurité
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APPENDIX "G" SECURITY REQUIREMENTS CHECKLIST (SRCL)



Contract Number / Numéro du contrat 4212150001
Security Classification / Classification de sécurité

PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?
If Yes, indicate the level of sensitivity:
Dans l'affirmative, indiquer le niveau de sensibilité :

No / Non Yes / Oui

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?

No / Non Yes / Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :

Document Number / Numéro du document :

PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITE	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET
<input type="checkbox"/> TOP SECRET - SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS			

Special comments:
Commentaires spéciaux : _____

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.
REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?

No / Non Yes / Oui

If Yes, will unscreened personnel be escorted:
Dans l'affirmative, le personnel en question sera-t-il escorté?

No / Non Yes / Oui

PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?

No / Non Yes / Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?

No / Non Yes / Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?

No / Non Yes / Oui

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?

No / Non Yes / Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?

No / Non Yes / Oui

Security Classification / Classification de sécurité
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APPENDIX "G" SECURITY REQUIREMENTS CHECKLIST (SRCL)

 Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat 4212150001
Security Classification / Classification de sécurité

PART C (continued) / PARTIE C (suite)

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.
Les utilisateurs qui remplissent le formulaire **manuellement** doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.
Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO				COMSEC					
	A	B	C	Confidential Confidentiel	Secret	Top Secret Très Secret	NATO Restricted NATO Diffusion Restreinte	NATO Confidential NATO Confidentiel	NATO Secret	COSMIC Top Secret COSMIC Très Secret	Protected Protégé			Confidential Confidentiel	Secret	Top Secret Très Secret
											A	B	C			
Information / Assets Renseignements / Biens	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Production	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Media Support TI	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Link Lien électronique	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉ et/ou CLASSIFIÉE? No / Non Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée.

12. b) Will the document attached to this SRCL be PROTECTED and/or CLASSIFIED?
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

Security Classification / Classification de sécurité
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APPENDIX "G" SECURITY REQUIREMENTS CHECKLIST (SRCL)



Contract Number / Numéro du contrat 4212150001
Security Classification / Classification de sécurité

PART D - AUTHORIZATION / PARTIE D - AUTORISATION			
13. Organization Project Authority / Chargé de projet de l'organisme			
Name (print) - Nom (en lettres moulées) Laurie Maybury		Title - Titre Manager, Corporate Communications	Signature
Telephone no. - N° de téléphone (819) 934-9042	Facsimile - Télécopieur (819) 953-8353	E-mail address - Adresse courriel laurie.maybury@otc-cta.gc.ca	
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées) Jean-François Poirier		Title - Titre	Signature
Telephone no. - N° de téléphone	Facsimile - Télécopieur	E-mail address - Adresse courriel	
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? / Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			
			<input type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres moulées) Line Brousseau		Title - Titre	Signature
Telephone no. - N° de téléphone	Facsimile - Télécopieur	E-mail address - Adresse courriel	
17. Contracting Security Authority / Autorisé contractante en matière de sécurité			
Name (print) - Nom (en lettres moulées) Louise Verreault		Title - Titre	Signature
Telephone no. - N° de téléphone	Facsimile - Télécopieur	E-mail address - Adresse courriel	

Security Classification / Classification de sécurité
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ANNEX "A"
CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid or tender (hereinafter "bid") to:

Corporate Name of Recipient of this Submission

for:

Name and Number of Bid and Project

in response to the call or request (hereinafter "call") for bids made by:

Name of Tendering Authority

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of:

Corporate Name of Bidder or Tenderer (hereinafter "Bidder")

that:

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the Bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the Bidder;
4. each person whose signature appears on the accompanying bid has been authorized by the Bidder to determine the terms of, and to sign, the bid, on behalf of the Bidder;
5. for the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the Bidder, whether or not affiliated with the Bidder, who:
 - a) has been requested to submit a bid in response to this call for bids;
 - b) could potentially submit a bid in response to this call for bids based on their qualifications, abilities or experience;
6. the Bidder discloses that (check one of the following, as applicable):
 - a) the Bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with, any competitor;
 - b) the Bidder has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this call for bids, and the Bidder discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;
7. in particular, without limiting the generality of paragraphs (6)(a) or (6)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a) prices;
 - b) methods, factors or formulas used to calculate prices;
 - c) the intention or decision to submit, or not to submit, a bid; or
 - d) the submission of a bid which does not meet the specifications of the call for bids; except specifically disclosed pursuant to paragraph (6)(b) above;

ANNEX "A"
CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 8. in addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the products or services to which this call for bids relates, except as specifically authorized by the Tendering Authority or as specifically disclosed pursuant to paragraph (6)(b) above;
- 9. the terms of the accompanying bid have not been, and will not be, knowingly disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening, or of the awarding of the Standing Offer, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to (6)(b) above.

Printed Name and Signature of Authorized Agent of Bidder

Position Title

Date

ANNEX "B"

**FEDERAL CONTRACTORS PROGRAM
FOR EMPLOYMENT EQUITY**

AN IMPORTANT NOTICE FOR BIDDERS

The Federal Contractors Program (FCP) requires that some Bidders, including a Supplier who is a member of a joint venture, bidding for federal government Standing Offers make a formal commitment to implement employment equity as a pre-condition to the validation of their bids.

Please complete the form below. In cases where the FCP requirements do not apply, please check the applicable box. The completed form must always be returned with your bid.

NOTE

THE BIDDER, OR, IF THE BIDDER IS A JOINT VENTURE, THE MEMBER OF THE JOINT VENTURE, MUST CHECK THE APPLICABLE BOX(ES) BELOW.

FAILURE TO COMPLETE AND RETURN THIS FORM WILL RENDER BIDS LIABLE TO BE REJECTED.

COPY OF SIGNED CERTIFICATE OF COMMITMENT IS ENCLOSED
OR

CERTIFICATE NUMBER IS: _____
OR

PROGRAM REQUIREMENTS DO NOT APPLY FOR REASONS CHECKED BELOW

BID IS LESS THAN \$200,000
OR

THIS ORGANIZATION HAS A WORKFORCE OF LESS THAN 100 FULL-TIME OR PART-TIME PERMANENT EMPLOYEES, OR TEMPORARY EMPLOYEES HAVING WORKED 12 WEEKS OR MORE IN CANADA;
OR

THIS ORGANIZATION IS A REGULATED EMPLOYER UNDER THE *EMPLOYMENT EQUITY ACT*, S.C. 1995, C.44.

NAME AND ADDRESS OR ORGANIZATION _____

ANNEX "B"

**FEDERAL CONTRACTORS PROGRAM
FOR EMPLOYMENT EQUITY**

OFFICIAL USE ONLY
Certificate N°:

ORGANIZATION	
Legal name of organization	Parent company is located outside Canada <input type="checkbox"/> Yes <input type="checkbox"/> No
Operating Name (if different)	Procurement Business N°:
Employer's North American Industry Classification System (NAICS) Code Number	Total no. employees in Canada (Full-Time/Part-Time)

HEAD OFFICE			
Address (street, building, etc.)	City	Province	Postal Code
	Telephone	Fax	

EMPLOYMENT EQUITY CONTACT	
Name	Title
Telephone	E-mail

CERTIFICATION
<p>The above-named organization:</p> <ul style="list-style-type: none"> • having a workforce of 100 or more permanent full-time, permanent part-time and/or temporary employees in Canada, AND • intending to bid on, or being in receipt of, a Government of Canada goods or services contract valued at \$200,000.00 or more, <p>hereby certifies its commitment to implement and/or renew its commitment to employment equity, if awarded the aforementioned Standing Offer, in keeping with the Requirements under the Federal Contractors Program for employment equity. For more information on the Requirements, please visit www.labour.gc.ca</p>

SIGNATORY	
NOTE: The signatory must be the Chief Executive Officer OR a prescribed person in a senior management position with authority to act on behalf of the organization.	
Name (print)	Title
Signature	Date

RETURN INSTRUCTIONS
<p>IMPORTANT</p> <ul style="list-style-type: none"> • Your organization will be required to implement an employment equity program once awarded a Standing Offer of \$200,000 or more. You could then be subject to a compliance review. • You must include the signed original of this form with your bid. • You must also fax a copy of the signed form to the Labour Branch at (819) 953-8768.

ANNEX "C"

CLIENT PROJECT REFERENCES

1. Your name was provided as a reference for <INSERT NAME OF BIDDER/FIRM>, with regard to a sample of a project the Bidder has performed for you. <INSERT NAME OF PROJECT>, was the project which was submitted to the Canadian Transportation Agency (CTA), an Agency of the Government of Canada, in relation to a proposal to provide professional <INSERT CATEGORY OF SERVICE>.

Were you aware that <INSERT NAME OF BIDDER/FIRM> had provided your name as a reference in relation to its bid?

2. The services in relation to this bid involve providing professional <INSERT CATEGORY OF SERVICE> of a high quality, in a timely fashion and at a competitive price to support CTA's ongoing operational requirements.

Do you feel that you are in a position to provide a fair, unbiased and informed reference for <INSERT NAME OF BIDDER/FIRM>, given your direct knowledge of the firm's previous experience in providing professional <INSERT CATEGORY OF SERVICE>?

3. Is your direct knowledge of <INSERT NAME OF BIDDER/FIRM>'s work and/or capabilities the result of having worked with <INSERT NAME OF BIDDER/FIRM> in providing these services?
4. Would you rate the work of <INSERT NAME OF BIDDER/FIRM> as being of acceptable quality, professionalism, timeliness and economy and in line with your expectations of a qualified and capable provider of professional <INSERT CATEGORY OF SERVICE>?
5. With specific regard to <INSERT NAME OF BIDDER/FIRM>, to the best of your knowledge was <INSERT NAME OF BIDDER/FIRM> successful in fulfilling its project deliverables within the agreed time frame and budget and of the highest professional quality?

ANNEX “D” GRAPHIC AND WEB DESIGN SERVICES CHECK LIST

Mandatory Criteria

M.1 Pricing schedule

Provide a completed pricing schedule.

M.2 Samples

Provide 3 samples of graphic and web design work produced in the last 3 years.

M.3 Official Languages

Indicate capability of presenting and completing projects in both official languages (French and English).

M.4 Certifications

Signed off on the Certifications (Annex E)

Point Rated Criteria

R1. Qualifications, availability and experience of proposed personnel (25 points)

The bidder must provide a description of the professional background of the following employees: See Bidder instructions for details.

R2. Quality control procedures (26 points)

The bidder is required to describe the corporate quality control procedures for internal employees as well as for any work provided by subcontractors. See Bidder instructions for details.

R3. Strategic Communications (24 points)

The bidder is required to demonstrate that all key members of the team (including the art director, project manager, senior designers) who will be working on Agency projects possess experience in strategic communications. See Bidder instructions for details.

R4. Description and samples of graphic design work (150 points)

The bidder must provide 3 samples of creative design completed by the company within the last 3 years. See Bidder instructions for details.

**ANNEX “E”
CERTIFICATIONS**

1. Complyancy with Terms and Conditions

The Bidder by signing below hereby certifies that it has read the RFP in its entirety, including the Statement of Work, and signifies compliance with and acceptance of all the articles, clauses, terms and conditions contained or referenced in this RFP document.

Signature

Date

2. Certification of Education and Experience

The Bidder hereby certifies that all statements made with respect to education and experience are true and that any person proposed by the Bidder to perform the work, or part of the work, is either an employee of the Bidder or under a written agreement to provide services to the Bidder.

Signature

Date

3. Availability of Personnel

The Bidder, by signing below, hereby certifies that, should it be authorized to provide service under any Standing Offer Agreement resulting from this solicitation, the persons and facility proposed in its offer will be available to commence the provision of services within a reasonable time following the issuance and approval of a “Call-up Against a Standing Offer Agreement” document, and will remain available to perform the work in relation to the fulfillment of the call-up requirements.

Signature

Date

4. Status of Personnel

Any person proposed by the Bidder to perform the work or part of the work is either an employee of the Bidder or under a written agreement to provide services to the Bidder.

If the Bidder has proposed any person in fulfilment of this requirement who is not an employee of the Bidder, the Bidder hereby certifies that it has written permission from such person (or the employer of such person) to propose the services of such person in relation to the work to be performed in fulfilment of this requirement and to submit such person’s curriculum vitae to the CTA Agency Representative.

During the offer evaluation, the Bidder MUST, upon the request of the CTA Project Authority, and/or the CTA Agency Representative, provide a copy of such written permission, in relation to any or all employees proposed. The Bidder agrees that failure to comply with such a request may lead to disqualification of the Bidder’s offer from further consideration.

Signature

Date

5. Security Clearances

Where the proposed resources of selected Bidders hold security clearances, the following information must be provided to allow the Agency to verify said clearance levels:

1. Full name of individual;
2. Clearance level;
3. Origin of clearance (Agency);
4. Effective date; and
5. Date of Birth

Please indicate:

The above information has been provided for all proposed resources who currently hold security clearances; OR

None of the proposed resources currently hold security clearances.

Signature

Date

6. Official Language Capacity

The Bidder certifies that, should it be authorized to provide services under any Standing Offer Agreement resulting from this solicitation,

It can provide oral and written services in both official languages.

Signature

Date

AND/OR:

It can provide oral and written services in the English language.

Signature

Date

AND/OR:

It can provide oral and written services in the French language.

Signature

Date

7. Verification of Information provided in the Bidder's proposal

The Crown reserves the right to verify the information provided in the Bidder's proposal and to declare the bid non-responsive for any of the following reasons:

a. unverifiable or untrue statement;

b. unavailability of any person proposed on whose statement of experience and knowledge the Crown relied to evaluate the offer and award the Standing Offer Agreement.
