

### **RETURN BID TO/ RETOURNER LES** SOUMISSIONS À:

Canada Border Services Agency **Contracting Bids Receiving** 2405 St-Laurent Unit H Ottawa, ON K1A 0L8 (613) 941-6034

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

Agence des services frontaliers du Canada

Secteur de réception des soumissions 2405 St-Laurent, Bureau H Ottawa, ON, K1A 0L8 (613) 941-6034

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

### Request for Proposal (RFP)

### Proposal to: Canada Border Services Agency (CBSA)

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefore.

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

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux appendices ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

### Comments — Commentaires :

Issuing Office - Bureau de distribution

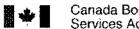
Canada Border Service Agency - Agence des services frontaliers du Canada 355 North River Rd, Tower B - 355 rue North River, Tour B 17th Floor – 17<sup>ieme</sup> étage

Signature

Ottawa ON K1A 0L8

Title — Sujet: Communications S	Services for Sustainable Development						
Solicitation No. — Nº de l'invita							
1000322412	January 21, 2015						
Solicitation Closes — L'invitation prend fin	Time Zone — Fuseau horaire						
At /à: 11:00 a.m. (hours/heures)	EST (Eastern Standard Time) / HNE (heure normale de l'Est)						
On / March 2, 2015 le :	EDT (Eastern Daylight Saving Time) / HAE (heure avancée de l'Est)						
D.D.P. — D.D.P. Plant-Usine:   Other — A	_						
Address Enquiries to — Adres Aleksandra Green Email: <u>CBSA-ASFC</u> Solicitation asfc.gc.ca	sser toutes questions à:						
Telephone No. – No de téléph 343-291-5723	none: FAX No. – No de télécopieur : 343-291-5722						
Destination - of Goods and or Destination - des biens et ou	r Services:						
Canada Border Services Ager Agence des services frontalier							
Instructions: See Herein —	- Voir aux présentes						
Delivery Required — Livrai- son exigée See herein — voir aux pré-	Delivery Offered — Livraison proposée						
Vendor/Firm Name and Addre nisseur/de l'entrepreneur:	 ess — Raison sociale et adresse du four-						
Telephone No. – No de télé- phone:							
(type or print) — Nom et titre o	orized to sign on behalf of Vendor/Firm de la personne autorisée à signer au nom eur (taper ou écrire en caractères						

Date



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

### 1.1 Introduction

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

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

The Annexes include the Statement of Work, the Basis of Payment, the Task Authorization Form, the Security Requirements Check List and the Evaluation Criteria.

### 1.2 Summary

The Canada Border Services Agency CBSA has a requirement for the services of a firm that can supply Communications services on Sustainable Development topics including creative writing and graphic design services on an "as and when requested" basis.

It is intended to result in the award of up to one contract for a period of one year, with five (5) one (1) year options to extend the contract.

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

### 1.3 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

# PART 2 - BIDDER INSTRUCTIONS

# 2.1. Standard Instructions, Clauses and Conditions

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

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2014-09-25) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Section 01, Integrity Provisions – Bid, of the 2003, Standard Instructions – Goods or Services - Competitive Requirements referenced above is hereby deleted in its entirety.

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

Delete: sixty (60) days

Insert: one hundred eighty (180) days

### 2.2 Revision of Departmental Name

Reference to the Minister of Public Works and Government Services or to Public Works and Government Services Canada contained in any term, condition or clause of this contract shall be interpreted as a reference to the Canada Border Services Agency (CBSA), as the case may be, with the exception of the following clauses:

- a. Standard Clauses and Conditions; and
- b. Security Requirements.

### 2.3 Submission of Blds

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

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

# 2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than:

Question Period

No later than 23:59, on 6 February, 2015

Answer(s)

Within 10 business days

Enquiries received after that time may not be answered.



Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

### 2.5 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

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

### PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

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

Section I: Technical Bid (3 hard copies) and 1 soft copy on CD in Word compatible format

Section II: Financial Bid (1 hard copy) and 1 soft copy on CD in Word compatible format

Section III: Certifications (1 hard copy)

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

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

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process <u>Policy on Green Procurement</u> (http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html). To assist Canada in reaching its objectives, bidders should:

1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and

2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

### Section I: Technical Bid

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

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

The technical bid consists of the following:

- 1) Bidders are required to include the following as part of their bid:
  - i. Signed cover of RFP
  - ii. Completed Annex D Evaluation Criteria
  - iii. Resumes of proposed resources
  - iv. Signed Certifications

### Section II: Financial Bid

3.1.1 Bidders must submit their financial bid in accordance with the Financial Evaluation of Proposal (Pricing Table) in Annex F. The total amount of Applicable Taxes must be shown separately.

### Section III: Certifications

Bidders must submit the certifications required under Part 5.

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

### 4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical evaluation criteria and financial proposal.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.
- (c) For this Request for Proposal, the Bidder must submit only one proposed resource per work category for bid evaluation purposes. If the bidder submits more than one resource per work category, the CBSA will decide, at its discretion, which resource to evaluate. All other proposed resources will not be evaluated.

### 4.1.1 Technical Evaluation

### 4.1.1.1 Mandatory Technical Criteria

Mandatory technical evaluation criteria are included in Annex E.



### 4.1.2 Financial Evaluation

# 4.1.2.1 Mandatory Financial Criteria

SACC Manual Clause A0220T (2014-06-26), Evaluation of Price

### 4.2 Basis of Selection

### 4.2.1 Mandatory Technical Criteria

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

### **PART 5 - CERTIFICATIONS**

Bidders must provide the required certifications and documentation to be awarded a contract.

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default, if any certification made by the Bidder is found to be untrue whether during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with this request will also render the bid non-responsive or will constitute a default under the Contract.

### 5.1 Certifications Precedent to Contract Award

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

# 5.1.2 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

# 5.1.2.1 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

### **Definitions**

For the purposes of this clause, "former public servant" is any former member of a department as defined in the *Financial Administration Act*, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the <u>Public Service Superannuation Act</u> (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the <u>Supplementary Retirement Benefits Act</u>, R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions payable pursuant to the <u>Canadian Forces Superannuation Act</u>, R.S., 1985, c.C-17, the <u>Defence Services Pension Continuation Act</u>, 1970, c.D-3, the <u>Royal Canadian Mounted Police Pension Continuation Act</u>, 1970, c.R-10, and the <u>Royal Canadian Mounted Police Superannuation Act</u>, R.S., 1985, c.R-11, the <u>Members of Parliament Retiring Allowances Act</u>, R.S., 1985, c.M-5, and that portion of pension payable to the <u>Canada Pension Plan Act</u>, R.S., 1985, c.C-8.

### Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? Yes () No ()

If so, the Bidder must provide the following information, for all FPS in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with <u>Contracting Policy Notice: 2012-2</u> and the <u>Guidelines on the Proactive Disclosure of Contracts</u>.

### Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes** () **No** ()

If so, the Bidder must provide the following information:

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

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes

(Printed Name and Signature of Authorized Agent of Bidder)
(Position Title) (Date)
5.1.2.2 Status and Availability of Resources
SACC Manual clause A3005T (2010-08-16) Status and Availability of Resources
(Printed Name and Signature of Authorized Agent of Bidder)
(Position Title) (Date)
5.1.2.3 Education and Experience
SACC Manual clause A3010T (2010-08-16) Education and Experience
(Printed Name and Signature of Authorized Agent of Bidder)
(Position Title) (Date)
5.1.2.4 Certificate of Independent Bid Determination
1. 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 that:
(Corporate name of Bidder or Tenderer ([hereinafter "Bidder"])  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. Lam 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:
  - has been requested to submit a bid in response to this call for bids;
  - 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):
  - the Bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with, any competitor;
  - 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:

  - methods, factors or formulas used to calculate prices;
  - the intention or decision to submit, or not to submit, a bid; or
  - the submission of a bid which does not meet the specifications of the call for bids; except as specifically disclosed pursuant to paragraph (6)(b) above;
- 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 contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (6)(b) above.

(Printed Name	and Signature of	Authorized Ager	nt of Bidder)	
(Position Title)	(Date)	••	****	 <b>-</b>

### **PART 6 - SECURITY REQUIREMENTS**

### 6.1 Security Requirement

- 6.1.1 There is no security requirement associated with this contract.
- **6.1.2** An escort will be provided to unscreened private sector individual(s) needing access to a Government of Canada facility/ work site.
- **6.1.3** No access to Government of Canada protected or classified information will be granted to unscreened private sector individuals performing the work necessary for this contract.

### **PART 7 - RESULTING CONTRACT CLAUSES**

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

### 7.1 Statement of Work

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

### 7.1.1 Revision of Departmental Name

Reference to the Minister of Public Works and Government Services or to Public Works and Government Services Canada contained in any term, condition or clause of this contract shall be interpreted as a reference to the Canada Border Services Agency (CBSA), as the case may be, with the exception of the following clauses:

- a. Standard Clauses and Conditions; and
- b. Security Requirements.

### 7.1.2 Task Authorization

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

# 7.1.2.1 Task Authorization Process

- 1. The Project Authority will provide the Contractor with a description of the task using the Task Authorization form specified in Annex D.
- The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis (bases) and methods of payment as specified in the Contract.
- The Contractor must provide the Project Authority, within 24 hours of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.

4. The Contractor must not commence work until a TA authorized by the Project Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

# 7.1.2.2 Task Authorization Limit

The Project Authority may authorize individual task authorizations up to a limit of \$10,000.00 Goods and Services Tax or Harmonized Sales Tax included, inclusive of any revisions. Any task authorization to be issued in excess of that limit must be authorized by the Contracting Authority before issuance.

# 7.1.2.3 Minimum Work Guarantee - All the Work - Task Authorizations

- In this clause, "Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and "Minimum Contract Value" means 5% of the contract value before tax.
- 2. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 3. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
- 3. In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.
- Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

### 7.1.2.4 Periodic Usage Reports - Contracts with Task Authorizations

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

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

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

The quarterly periods are defined as follows:

1st quarter: To be announced at contract award;

2nd quarter: To be announced at contract award;

3rd quarter: To be announced at contract award;

4th quarter: To be announced at contract award.

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



### Reporting Requirement - Details

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

### For each authorized task:

- i. the authorized task number or task revision number(s);
- ii. a title or a brief description of each authorized task;
- iii. the total estimated cost specified in the authorized Task Authorization (TA) of each task, exclusive of Applicable Taxes;
- the total amount, exclusive of Applicable Taxes, expended to date against each authorized task; iv.
- the start and completion date for each authorized task; and ٧.
- Vi. the active status of each authorized task, as applicable.

### For all authorized tasks:

- the amount (exclusive of Applicable Taxes) specified in the contract (as last amended, as applicable) as Canada's total liability to the contractor for all authorized TAs; and
- ij. the total amount, exclusive of Applicable Taxes, expended to date against all authorized TAs.

#### 7.2 **Standard Clauses and Conditions**

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

#### **General Conditions** 7.2.1

2035 (2014-09-25), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

#### 7.3. Security Requirement

- There is no security requirement applicable to this Contract. 7.3.1
- 7.3.2 An escort will be provided to unscreened private sector individual(s) needing access to a Government of Canada facility/ work site.
- No access to Government of Canada protected or classified information will be granted to un screened private sector individuals performing the work necessary for this contract.

#### 7.4 **Term of Contract**

#### Period of the Contract 7.4.1

The period of the Contract is from date of Contract to \_\_\_\_\_ inclusive



#### 7.4.2 **Option to extend the Contract**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to five additional one 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 applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 15 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

#### 7.5 **Authorities**

#### 7.5.1 **Contracting Authority**

Name:

Aleksandra Green

Title:

Procurement Officer

Organization:

Canada Border Services Agency

Address:

Contracting and Material Management Division (CMMD)

Telephone:

355 North River Rd, Tower B, 17th floor, Ottawa, ON, K1A 0L8

343-291-5723

Facsimile:

343-291-5722

E-mail address:

CBSA-ASFC Solicitations-Demandes de soumissions@cbsa-asfc.gc.ca

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

#### Project Authority 7.5.2

The Project Authority for the Contract is:

Name:

To be announced at contract award

Title: Organization: To be announced at contract award To be announced at contract award

Address:

To be announced at contract award

Telephone:

To be announced at contract award To be announced at contract award

Facsimile: E-mail address:

To be announced at contract award

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

### Contractor's Representative

The Contractors Representative for the Contract is:

Name:

To be announced at contract award

Title:

Organization:

To be announced at contract award To be announced at contract award



der Agence des services ency frontaliers du Canada

Address:

To be announced at contract award

Telephone:

To be announced at contract award To be announced at contract award

Facsimile: E-mail address:

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# 7.6 Proactive Disclosure of Contracts with Former Public Servants (if applicable)

By providing information on its status, with respect to being a former public servant in receipt of a <u>Public Service Superannuation Act</u> (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 <u>Contracting Policy Notice; 2012-2</u> of the Treasury Board Secretariat of Canada.

### 7.7 Payment

### 7.7.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the authorized Task Authorization (TA), the Contractor will be paid hourly rates in accordance with the basis of payment, in Annex B, as specified in the authorized TA. Customs duties and Applicable Taxès are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been authorized, in writing, by the Contracting Authority before their incorporation into the Work.

# 7.7.2 Limitation of Expenditure – Cumulative Total of all Task Authorizations

- Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$ To be announced at contract award. Customs duties are excluded and Applicable Taxes are extra.
- 2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
- 3. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75 percent committed, or
  - b. four (4) months before the contract expiry date, or
  - as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions, whichever comes first.
- 4. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

### 7.7.3 Method of Payment

SACC Manual clause H1008C (2008-05-12) Monthly Payment

### 7.7.4 Time Verification

SACC Manual clause C0711C (2008-05-12) Time Verification

### 7.8 Invoicing Instructions

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

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
- b. a copy of the applicable status reports described in Annex A Statement of Work
- 2. Invoices must be distributed as follows:
  - The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
  - b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

### 7.9 Certifications

### 7.9.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

7.10 Applicable La	IWS
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## 7.11 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions 2035 (2014-09-25), General Conditions Higher Complexity Services;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) the signed Task Authorizations (including all of its annexes, if any); and
- (f) the Contractor's bid dated \_\_\_\_\_\_

# 7.12 Foreign Nationals (Canadian Contractor)

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

### 7.13 Insurance

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



## **ANNEX A** STATEMENT OF WORK

### TITLE

Communications services for sustainable development.

#### 1. **OBJECTIVE**

The Environmental Programs Division requires a Contractor that is specialized in communications to provide creative writing, design, lay out and web design services on an "as and when requested" basis for sustainable development activities, initiatives and events.

#### 2. **BACKGROUND**

There is a continuous need to inform and educate the CBSA employees and stakeholders about the CBSA's sustainable development. The Environmental Programs Division plays a significant role in enabling CBSA to integrate the sustainable development principles by raising employee awareness of, and engagement in, sustainable development.

Communications at all levels hold the key to the success of the sustainable development. The CBSA is a large and decentralized organization with over 14,000 employees. The diversity and dispersion of the Agency present communications challenges.

The primary audience for the communications products is the management and staff of the CBSA. Throughout the year, there are multiple communications deliverables that must be produced to share information and/or to comply with different legal requirements.

#### 3. **SCOPE OF WORK**

The Contractor must provide a full range of writing products and design services for print and electronic media, exhibits and displays to meet the communications needs of the CBSA. The most common types of work undertaken will be the writing, design and layout of a variety of publication quality graphic design products that will include (but are not being limited to) the following:

- Messages (for events, from senior management, etc.);
- Electronic media including Internet/intranet design and graphics, PDFs, e-bulletins, e-newsletters, presentations, etc.;
- Publications, including newsletters etc.;
- Brochures and pamphlets:
- Posters:
- Documents such as strategies, plans, reports, assessments;
- Graphs and tables;
- Illustrations and images;
- Conference support materials and informational kits; and
- Exhibits and displays.

### **TASKS**

The Contractor must provide the following services on an as and when requested basis: draft mock-ups, marked-up printed copy, photographs, digitized electronic mediums or other material as supplied. The Contractor must deliver the following services as requested:

### Creative Consultation



The Contractor must provide consultation, brainstorming and research services related to the development of writing products, concepts, graphics and web design. Consultation services will be required in person at the business location of the Project Authority or by teleconference to develop or present creative ideas as specified by the authority for each project.

### **Creative Writing**

The Contractor must produce creative writing for various types of events or initiatives or activities or all of the aforementioned. The Contractor must provide the following:

- Finding new creative writing ideas using character, setting and rich, graphic language to inform, persuade or create interest in a targeted audience;
- Plan, research and write various texts as required by the Project Authority;
- · Modify and edit various texts as required by the Project Authority; and
- Review various texts for conformance to established standards.

### Concept Development and Creative Design

The Contractor must provide creative concept development services for each of the designs to be developed or branding to be updated. The Contractor must provide the following:

The Contractor must develop the design and provide two (2) design concepts for approval by the Project Authority, based on consultation with the Project Authority for each project unless otherwise requested by the Project Authority. These designs must meet the requirements of the Federal Identity Program, federal multiculturalism and official languages.

### Design rendering

Based on creative consultation with the Project Authority the Contractor must create the following visual recordings on the developed concept and on the design interpretations:

- · Prepare charts, graphs, tables and similar "graphic" items;
- Create images or scan supplied photos or both for print or electronic media using web-safe color pallets and formats as required;
- · Retouch supplied photographs or images or both as required;
- · Revise the selected concept to produce a final design for approval;
- Prepare and provide comprehensive color mock-ups of all design proposals and their subsequent revisions either in hard copy or PDF, as per instructions from the Project Authority;
- Design web pages, templates and icons;
- Design, create or modify PDF files or both (including PDF/X);
- · Convert files from word processing software;
- Convert documents to HTML or from HTML to text format (i.e. MS Word) as required; and
- Provide graphic design for displays and exhibits.

### **Layout and Production**

Layout is the process of putting all of the elements together up to the final stage to be used by the Project Authority. The Contractor is required to complete the final layout, including the following:

- Translate electronic text files between programs;
- Remove or correct formatting errors in the Project Authority's work;
- · Convert/format supplied text;
- Prepare typographic elements as part of the design and layout of supplied text as required. All
  text will be of a suitable resolution according to current industry standards for the media and the
  trade:
- · Layout text and/or images to final format;

- Import charts, graphs and tables for inclusion in the layout as required;
- Import images (illustrative, photographic, etc.) for inclusion in the layout;
- Solve design issues as they arise during the layout;
- Key-in changes or corrections to text or images; and
- Prepare final electronic artwork for production.

### 5. CONSTRAINTS

- All information received as part of this contract is the property of the CBSA. It shall not be used for other purposes or distributed without prior approval. This applies to all types of documents, including electronic documents.
- Proofs are subject to Project Authority approval. Approval will be provided in writing by email from
  the Project Authority. If proofs are rejected the Contractor will have 48 hours to resubmit a proof
  that is acceptable to the Project Authority. If a proof is rejected by the Project Authority, the cost
  for all work required to deliver an acceptable proof will be borne by the Contractor.
- The Contractor is responsible for the quality of the electronic media supplied to the Project Authority for use by the printer, web master or producer of exhibits and displays. The Contractor is responsible for any costs related to problems associated with file preparation. Errors are to be corrected by the Contractor at no cost to CBSA.
- All graphic design materials produced must comply with the Federal Identity Program, contain the Canada wordmark, and the corporate colors. All electronic products must reflect the Common Look and Feel (CLF) guidelines published by TBS.
- All final deliverables destined for the Internet must be coded and compiled to comply with the Government of Canada's Common Look and Feel 2.0 for the Internet standards and use only the Web-safe colors
- All non-electronic correspondence and deliverables should be certified as originating from a sustainable managed forest or with a minimum of 30% recycled content or both and processed chlorine free, whenever possible. Double-sided photocopying will be the default unless otherwise specified by the Task Authorization. Photocopied documents are to be in black and white format unless otherwise specified. The Contractor must provide proofs for client review and approval either on-screen, by e-mail, CD, DVD or zip file.
- The draft documents must be written in English or French or both as specified in the Task Authorization, then provided in electronic format. The final version must be provided in electronic and hard copy formats as per the Task Authorization.
- The must Contractor provide Status updates as requested.
- The Contractor must provide deliverables within as little as 24 hours' notice as per the Task Authorization.

The Contractor must initiate any quality control procedures that are necessary to achieve error-free components including the following:

- Quality assurance of the design services and final product.
- Quality assurance to ensure successful functionality and transfer of web design to CBSA intranet/Internet.
- Proof reading of Contractor supplied text or changes to text or both including word breaks in English and French, punctuation, verification of typographical errors as required by the Project Authority.
- Reviewing all changes or corrections to images.

The Contractor must provide final document for a wide range of print products, electronic media and exhibits and displays as per the Task Authorization. The final design product must be supplied to the Project Authority as final electronic artwork in the media format specified in the Task Authorization. Final electronic artwork and laser proofs must be produced as follows:

Artwork will be set according to web master specifications as specified by the Task Authorization.



- The Contractor must return all completed work and all related files (i.e., layered or native files, text files, electronic files, graphics, and images) as well as the output proofs. These files will be supplied on CD or as specified by the Task Authorization.
- Information sheets containing the proper information on software, versions, fonts, colors, graphics, scanned images, etc., will be supplied with the electronic media.
- Scanned images must be supplied as per the Task Authorization on the specified media as well as all other electronic sources required to proceed.
- Sets of files for posting on Web sites must be accompanied with a specifications form that includes a file directory that lists all folders and files included and identifies which file serves as the home page, the development software (including version number) used to create the Web pages and any other information necessary to ensure correct appearance and functionality after posting. The Contractor must provide at no extra charge the source files used for the creation of text and graphics that appear in the files for posting on Web sites.
- All deliverables must be complete upon delivery.
- A laser proof (output from a laser printer, laser-image setter or equivalent) must be supplied with the electronic media identifying all particulars of production.

#### **CLIENT SUPPORT** 6.

Material supplied by the Project Authority for any of the creative services may be supplied to the Contractor in the form of hand-written instructions, drafts or rough sketches, printed specimens with changes indicated, type-written manuscript, photographs, blueprints, HTML, PDF, photocopies or electronic media. The language of any Material supplied will normally be English or French.

All photographic imagery will be supplied to the Contractor by the Project Authority in hard copy (slide, print or transparency) or as electronic files. The Contractor is responsible for acquiring or preparing electronic files of the hard copy imagery to a suitable quality for final usage (high or low resolution scans as required by the Task Authorization), unless otherwise authorized by the Task Authorization. The Contractor may be required to retouch photographs. The Contractor may also be required to purchase photography from time to time from commercial image banks. It is the Contractor's responsibility to ensure that usage of these images follows all copyright regulations of the image bank.

All Material supplied by CBSA must be returned to CBSA with the final deliverables.

#### 7. **SCHEDULE**

The Contractor must provide a variety of communications products on an "as and when requested" basis as per a Task Authorization.

### **DELIVERABLES**

The Contractor must coordinate and oversee all aspects of the products described as per each Task Authorization section to its completion. The Contractor must:

- Provide Graphic Design and Creative Writing Services as outline in each Task Authorization;
- Provide manage the project and coordinate within their team from the development and creative stages of all assigned projects to completion of final files; and
- Provide status reports for work in process as required by the Project Authority as requested;

The Project Authority may stipulate additional quality assurance requirements, as needed as referenced in the Task Authorization.



### ANNEX B **BASIS OF PAYMENT**

1.0 For the provision of Services as described in Annex A, Statement of Work, the Contractor will be paid the firm hourly rate below, payable each month in arrears. Customs duties are included and Applicable Taxes are extra.

	(A)	(B)		
Category	Estimated hours	Firm Hourly Rate	Estimated Total (A x B)	
	Contract Pe	riod		
Communications Writer	600			
Graphic Designer	400			
	*	Total value		

#### 2.0 GST/HST

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

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

#### Pricing for optional periods 3.0

- 1. Pricing will be reviewed upon exercising an option year.
- 2. The pricing may be adjusted to reflect the changes to the Canadian Consumer Price Index (CPI) published monthly by the Government of Canada.
- 3. The adjustment factor will be calculated using the percentage (%) change from the most recently published 12 month period prior to commencement of the option year.

### Example Only:

Should the impending year be 2011, the CPI adjustment would be based on the following:

CPI period ending September 2009 = 105

CPI period ending September 2010 = 108

(108-105) / 105=2.86%Therefore, Fixed pricing per unit would increase by 2.86%

# ANNEX C SECURITY REQUIREMENTS CHECK LIST

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# ANNEX D TASK AUTHORIZATION FORM

TASK AUTHORIZATION										
Contractor:				Contract Number:						
Requisition Number:			F	Financial Coding:						
Task Number:				Date:						
TA Request										
1 December of Manh to be Davidson										
Description of Work to be Performed										
Work to be performed in accordance with Annex A (Statement of Work) of the contract.										
2. PERIOD OF SERVICES ESTIMATED:		From:			To:					
3. Work Location	Co	ntractors Premises								
4. Travel Requirements		Yes × No Spe	ecify:			<u> </u>				
5. Other Conditions /Restraints	As	per the contract		·	<u> </u>	· .				
6. Task Proposal	Est	imated Cost	F	ixed Price ×	\$ /ho	ur				
7. LEVEL OF SECURITY CLEARAN	CE R	EQUIRED FOR TH	E CO	NTRACTOR'S	PERSON	INFI				
		Secret ×Other			, <u> </u>					
		TA Propos	sal	•						
8. Estimated Cost Contract										
Category (Level) and Name of Proposed Resource	F	irm Hourly Rate	E	Estimated # of Hours		Total cost				
		·				\$				
		:				,				
		·			HST	\$				
	<u> </u>				Total	\$				
						-!- <del>-</del>				
		TA Approv	val			<u></u>				
9. Signing Authorities										
		,								
Contractor's Representative	0									
Contractor's Representative	Orga	Organization Name			<u>D</u> a	Date				
						ı				
Project Authority	Orga	nization Name			Da	te				
					<u></u> _					
•										
Contropting Authority	_									
Contracting Authority	Orga	inization Name	_		Da	te				
10. Basis of Payment & Invoicing	4D	( D		<del>- ,</del>						
In Accordance with the article entitled "Basis of Payment" in the Contract.										
Payment to be made based on receipt of detailed monthly invoices for services rendered, subject to full acceptance by the Project/Technical Authority. Total of payments not to exceed the grand total.										
Original invoices shall be sent to the Project/Technical Authority. One copy of each invoice, together with attachments, shall be sent to the Contracting Authority.										
		<u> </u>				i				

### **ANNEX E**

### **EVALUATION CRITERIA**

### **Evaluation Disclaimer**

For the purpose of this Request for Proposal (RFP), Bidders must submit the following:

1. A proposal meeting all mandatory requirements for their bid to be deemed compliant.

The mandatory criteria will be evaluated on a "Met/Not Met" (i.e. compliant/non-compliant) basis. Bidders must demonstrate compliance with all Mandatory requirements and must provide the necessary documentation to support a determination of compliance. Bidders that fail to meet any mandatory requirements will be deemed non-compliant and will be given no further consideration.

For each of the mandatory requirements listed below, the Bidders <u>must</u> demonstrate experience by using project descriptions as executed by the proposed resource.

The project description should include the following:

- a. Project Title
- b. Description of project
- c. List of tasks performed by the resource
- d. Start and end date of project (if end date applies) (dates must include month and year)
- \*\* Merely stating the experience is not sufficient and the Bidders will be deemed non-compliant. \*\*

Example: If the mandatory criteria demands experience in gathering, analyzing and validating findings, it is not sufficient just to state the resource has experience gathering, analyzing and validating findings. The experience <u>must</u> be demonstrated and a reference made to the specific location in the resume where corroborating information can be located in the manner indicated above.

The Contracting Authority reserves the right to request reference(s)\* from any of the Bidders listed projects to verify and validate the information stated in the bid. If the reference is unable to verify or validate the information stated in the bid, the Bidder will be deemed non-compliant.

All columns in the Mandatory Criteria must be filled in by the Bidders.

A reference to verify work performed <u>MUST</u> be a reference provided by an authority on the project as an employee. It cannot be from a colleague or a subordinate, etc.



# MANDATORY CRITERIA

		Bidder's Response			
Criteria	Mandatory Requirement	Insert Page # of Resume	Met	Not Met	
	Communications Writer:				
M.1	The proposed resource must have a minimum of twenty-four (24) months of experience within the last ten (10) years writing Canadian environmental and sustainable development material targeted to the Canadian federal government and its employees.				
M.2	The proposed resource must have a minimum of twenty-four (24) months of experience within the last ten (10) years within the last ten (10) years producing communications documents such as newsletters, reports, guides, policies, promotional messages and press releases.				
	The experience must be based on any Canadian environmental and sustainable development service/product achieved and provided to an organization: non-governmental, private sector or municipal/provincial/federal governments.				
	Graphic Designer:				
М.3	The proposed resource must have a minimum of twenty-four (24) months of experience within the last ten (10) years producing graphic design products such as logos, posters, layouts, interface and publication design.				

### **ANNEX F**

# FINANCIAL EVALUATION OF PROPOSAL (PRICING TABLE)

The Bidder should propose firm hourly rates, excluding taxes.

The Bidder should complete this pricing schedule and include it in its financial bid.

As a minimum, the Bidder must respond to this pricing schedule by inserting in its financial bid for each of the periods specified below its quoted firm all inclusive hourly rate (in CAD \$) for each of the resources identified.

### **Contract Period**

	(A)	(B)	
Category	Estimated hours	Firm Hourly Rate	Estimated Total (A x B)
	Contract Peri	od eliteri	· · · ·
Communications Writer	600		· · · · · · · · · · · · · · · · · · ·
Graphic Designer	400		-
		Total bid value	

The above estimates are for bid evaluation purposes only and represent no commitment on the part of Canada.

# Pricing for optional periods

- 1. Pricing will be reviewed upon exercising an option year.
- 2. The pricing may be adjusted to reflect the changes to the Canadian Consumer Price Index (CPI) published monthly by the Government of Canada.
- 3. The adjustment factor will be calculated using the percentage (%) change from the most recently published 12 month period prior to commencement of the option year.

### Example Only:

Should the impending year be 2011, the CPI adjustment would be based on the following:

CPI period ending September 2009 = 105 CPI period ending September 2010 = 108

(108 - 105) / 105 = 2.86%

Therefore, Fixed pricing per unit would increase by 2.86%