

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada
Pacific Region
401 - 1230 Government Street
Victoria, B.C.
V8W 3X4
Bid Fax: (250) 363-3344

SOLICITATION AMENDMENT
MODIFICATION DE L'INVITATION

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

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

Comments - Commentaires

Vendor/Firm Name and Address
Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution
Public Works and Government Services Canada -
Pacific Region
401 - 1230 Government Street
Victoria, B. C.
V8W 3X4

Title - Sujet Lookout Printing Services	
Solicitation No. - N° de l'invitation W0103-166680/A	Amendment No. - N° modif. 001
Client Reference No. - N° de référence du client W0103-166680	Date 2015-06-24
GETS Reference No. - N° de référence de SEAG PW-\$VIC-251-6761	
File No. - N° de dossier VIC-5-38013 (251)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2015-07-16	
Time Zone Fuseau horaire Pacific Daylight Saving Time PDT	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Fletcher, Erin	Buyer Id - Id de l'acheteur vic251
Telephone No. - N° de téléphone (250) 363-3612 ()	FAX No. - N° de FAX (250) 363-0395
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE ATTENTION: MELISSA ATKINSON MANAGING EDITOR, LOOKOUT NEWSPAPER CFB ESQUIMALT STN FORCES PO BOX 17000 VICTORIA BRITISH COLUMBIA V9A 7N2 CANADA	

Instructions: See Herein

Instructions: Voir aux présentes

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

Solicitation No. - N° de l'invitation

W0103-166680/A

Amd. No. - N° de la modif.

001

Buyer ID - Id de l'acheteur

vic251

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

W0103-166680

File No. - N° du dossier

VIC-5-38013

CCC No./N° CCC - FMS No/ N° VME

This amendment has been raised to attach the solicitation documents.

All other terms and conditions remain unchanged.

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VIC-5-38013

Buyer ID - Id de l'acheteur
vic251
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LIST OF ANNEXES

Annex "A" Statement of Work
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PART 1 – GENERAL INFORMATION

1.1 Statement of Work

The Work to be performed is detailed under Article 6.2 of the resulting contract clauses.

1.1.1 Equivalent Products

1. Products that are equivalent in form, fit, function and quality to the item(s) specified in the bid solicitation will be considered where the Bidder:
 - a. designates the brand name, model and/or part number of the substitute product;
 - b. states that the substitute product is fully interchangeable with the item specified;
 - c. provides complete specifications and descriptive literature for each substitute product;
 - d. provides compliance statements that include technical specifics showing the substitute product meets all mandatory performance criteria that are specified in the bid solicitation; and
 - e. clearly identifies those areas in the specifications and descriptive literature that support the substitute product's compliance with any mandatory performance criteria.
2. Products offered as equivalent in form, fit, function and quality will not be considered if:
 - a. the bid fails to provide all the information requested to allow the Contracting Authority to fully evaluate the equivalency of each substitute product; or
 - b. the substitute product fails to meet or exceed the mandatory performance criteria specified in the bid solicitation for that item.
3. In conducting its evaluation of the bids, Canada may, but will have no obligation to, request bidders offering a substitute product to demonstrate, at the sole cost of bidders, that the substitute product is equivalent to the item specified in the bid solicitation.

1.2 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 from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

1.3 Trade Agreements

The requirement is subject to a preference for Canadian goods and/or services.

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 *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

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.

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

Delete: 60 days
Insert: 90 days

2.2 Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

2.2.1 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least 10 days before the bid closing date. Canada will have the right to accept or reject any or all suggestions

2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, 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 [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S. 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

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

If so, the Bidder must provide the following information, for all FPSs 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 [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

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 ()
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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.

2.4 Enquiries – Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 10 calendar days before the bid closing date. 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 question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered 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 British Columbia.

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 (2 hard copies)
Section II: Financial Bid (1 hard copy)
Section III: Certifications (1 hard copy)

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

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 [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<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 explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Applicable Taxes must be shown separately.

3.1.1 Exchange Rate Fluctuation

SACC Manual Clause C3011T (2013-11-06), Exchange Rate Fluctuation

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 and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.
- (c) The evaluation team will determine first if there are two or more bids with a valid Canadian Content certification. In that event, the evaluation process will be limited to the bids with the certification; otherwise, all bids will be evaluated. If some of the bids with a valid certification are declared non-responsive, or are withdrawn, and less than two responsive bids with a valid certification remain, the evaluation will continue among those bids with a valid certification. If all bids with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other bids received will be evaluated.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

	MANDATORY CRITERIA	YES/NO
1	<p>Bidder must certify in their proposal that it can meet the following responsibilities and production schedule:</p> <ul style="list-style-type: none"> a) Picking up all flyer inserts (if applicable) from the Lookout office, located at 1522 Esquimalt Road, Esquimalt, BC V9A 7N2 between 8:00 a.m. and 3:00 p.m. (local Pacific Time) on Thursday for the Monday distribution or Wednesday if Thursday is a statutory holiday; and b) Printing and delivering of approximately 4,000 to 5,000 copies of each Lookout newspaper issue and potential inserts (as per Annex A) to Building N1 at CFB Esquimalt – Naden no later than 5:00 a.m. (local Pacific Time) on the Monday immediately following the issue’s digital file submission. If the Monday is a statutory holiday, the newspaper bundles must be delivered no later than 5:00 a.m. (local Pacific Time) on the following working day. 	

2	<p>The Bidder must confirm that the file output from the uploaded digital files of each 12 to 36 page newspaper issue and any 4 to 20 page section sections will be:</p> <ul style="list-style-type: none"> a) with a minimum process colour on one web to a maximum full colour throughout; b) on paper stock of 52 gram Electrabrite (or equivalent) unless required by the Project Authority or his/her representative to print it on paper stock of 62 gram Electrabrite (or equivalent); c) on paper sized 11.375" (left-right width) x 15" (top-bottom height), with a printed image size of 10.25" (left-right width) x 14" (top-bottom height). 	
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4.1.1.2 Point Rated Technical Criteria

Bidders' proposals must state their approach and proposed methodology to meet the requirement, the degree of success expected, and any major difficulties that are anticipated and the measures that would be taken to rectify such problems. Bidders must ensure the proposal contains sufficient detail to demonstrate your grasp of the requirement and your competence to meet it.

% of points available	Information and content provided is...
UNSATISFACTORY 0-30%	Insufficient for any evaluation of the services offered.
POOR 31-59%	Insufficient for effective evaluation and is considered not acceptable for meeting the services requirements.
FAIR 60-69%	Minimal and is considered to be less than acceptable for meeting the services requirements.
GOOD 70-79%	Sufficient for evaluation. Services offered are average and will meet the performance of the requirement.
VERY GOOD 80-90%	More than sufficient for effective evaluation. Services offered are of above average and will more than meet the requirement.
EXCELLENT 91-100%	Exceptional. Services offered exceed the performance requirements.

	RATED CRITERIA	MAXIMUM ATTAINABLE POINTS 100 POINTS	PAGE # IN BIDDER'S PROPOSAL
A.	Company Organization and Experience	65 points Total	
1	Relevant experience, expertise and background of the organization and delivery of like services of a similar scope and size. Bidders should provide details for three (3) project examples, including work descriptions, dollar value, contact names and numbers. This relates to the firm's experience only. Bidders should include three (3) customer references with the above information.	30 points	
2	Bidders should identify their firm's printing equipment, software/publishing programs, facilities, and delivery systems necessary to provide the referenced service.	20 points	
3	Quality Assurance/Quality Control: The Bidder should clearly outline their approach to quality control with regard to handling potential problems during the contract.	15 points	
B.	Management/Personnel Experience	35 Points Total	
1	Project Manager (PM): The Bidder should demonstrate relevancy of experience and provide complete details for the management of similar projects; this should include a resume showing qualifications, years of experience, trade affiliations and accreditations, other relevant training and certificates demonstrating their direct experience and training.	20 points	
2	Personnel: The Bidder should provide the names of personnel who will be assigned to this requirement, their qualifications, years of experience, trade affiliation(s), accreditation(s), and other relevant training. Bidder should also advise of availability of back-up resources if required.	15 points	

4.1.2 Financial Evaluation

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

4.2 Basis of Selection

4.2.1 Basis of Selection – Highest Combined Rating of Technical Merit and Price

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet the mandatory criteria; and
 - c. obtain the required minimum of 70 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 100 points.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60% for the technical merit and 40% for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40%.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equals 100 and the lowest evaluated price is \$45,000 (45).

Basis of Selection – Highest Combined Rating Technical Merit (60%) and Price (40%)

		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		85/100	90/100	95/100
Bid Evaluated Price		\$45,000.00	\$50,000.00	\$55,000.00
Calculations	Technical Merit Score	$85/100 \times 60 = 51.00$	$90/100 \times 60 = 54.00$	$95/100 \times 60 = 57.00$
	Pricing Score	$45/45 \times 40 = 40.00$	$45/50 \times 40 = 36.00$	$45/55 \times 40 = 32.73$
Combined Rating		91.00	90.00	89.73
Overall Rating		1 st	2 nd	3 rd

PART 5 – CERTIFICATIONS

Bidders must provide the required certifications and associated information 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 in carrying out any of its obligations under the Contract, if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, 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 and to cooperate with any request or requirement imposed by the Contracting Authority may render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Precedent to Contract Award and Certifications Required with the Bid

5.1.1 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 provided will render the bid non-responsive.

5.1.1.1 Integrity Provisions – Associated Information

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions [2003](#). The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

5.1.1.2 Federal Contractors Program for Employment Equity - Bid Certification

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

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list at the time of contract award.

5.1.2 Certifications Required with the Bid

Bidders must submit the following duly completed certifications with their bid.

5.1.2.1 Canadian Content Certification

This procurement is conditionally limited to Canadian goods and Canadian services.

Subject to the evaluation procedures contained in the bid solicitation, bidders acknowledge that only bids with a certification that the goods and services offered are Canadian goods and Canadian services, as defined in clause [A3050T](#), may be considered.

Failure to provide this certification completed with the bid will result in the goods and services offered being treated as non-Canadian goods and non-Canadian services.

The Bidder certifies that:

() a minimum of 80 percent of the total bid price consist of Canadian goods and Canadian services as defined in paragraph 5 of clause [A3050T](#).

For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult Annex 3.6.(9), Example 2, of the [Supply Manual](#).

5.1.2.1.1 SACC Manual clause [A3050T](#) (2014-11-27) Canadian Content Definition

PART 6 – RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

There is no security requirement applicable to this Contract.

6.2 Statement of Work

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

6.3 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/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

6.3.1 General Conditions

2010C (2014-09-25), General Conditions – Services (Medium Complexity) apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of contract award to July 31, 2016 inclusive.

6.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (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 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 thirty (30) calendar days before the expiry date of the Contract.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Erin Fletcher
Public Works and Government Services Canada
Acquisitions Branch Pacific Directorate
401 – 1230 Government Street, Victoria, BC
Telephone: (250) 363-3612
Facsimile: (250) 353-0395
E-mail address: erin.fletcher@pwgsc-tpsgc.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.

In the event you are unable to contact the above noted Authority, please contact:
PAC.VICCA@tpsgc-pwgsc.gc.ca

6.5.2 Project Authority

The Project Authority for the Contract is provided in the finalized Contract.

Name: _____
Title: _____
Organization: _____
Address: _____
Telephone: _____
Facsimile: _____
E-mail address: _____

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.

6.5.3 Contractor's Representative

Supplier is to complete table below and submit with their bid.

Contact for:	Name	Telephone	E-mail
Contracting issues			
Technical issues			
Invoicing issues			

6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be

reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

6.7 Payment

6.7.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices as specified in Annex B. Customs duties are included and Applicable Taxes are extra.

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

6.7.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____. Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any

work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75 percent committed, or
- b. four (4) months before the contract expiry date, or
- c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

6.7.3 Limitation of Price

SACC Manual Clause C6000C (2011-05-16), Limitation of Price

6.7.4 Multiple Payments

Canada will pay the Contractor upon completion and delivery of units in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

6.7.5 T1204 – Direct Request by Customer Department

1. Pursuant to paragraph 221 (1)(d) of the *Income Tax Act*, R.S. 1985, c. 1 (5th Supp.), payments made by departments and agencies to contractors under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T1204 Government Service Contract Payments slip.
2. To enable departments and agencies to comply with this requirement, the Contractor must provide Canada, upon request, its business number or Social Insurance Number, as applicable. (These requests may take the form of a general call-letter to contractors, in writing or by telephone).

6.8 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.
2. Invoices must be distributed as follows:
 - a. 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.

6.9 Certifications

6.9.1 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.

6.9.2 Canadian Content Certification

1. The Contractor warrants that the certification of Canadian Content submitted by the Contractor is accurate and complete, and that the goods, services or both to be provided under the Contract are in accordance with the definition contained in clause [A3050T](#).
2. The Contractor must keep proper records and documentation relating to the origin of the goods, services or both provided to Canada. The Contractor must not, without obtaining before the written consent of the Contracting Authority, dispose of any such records or documentation until the expiration of six (6) years after final payment under the Contract, or until settlement of all outstanding claims and disputes under the Contract, whichever is later. All such records and documentation must at all times during the retention period be open to audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all facilities for such audits, inspections and examinations, and must furnish all such information as the representatives of Canada may from time to time require with respect to such records and documentation.

3. Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant to the Contract.

6.10 Applicable Laws

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

6.11 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 2010C (2014-09-25), General Conditions – Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated _____.

6.12 Canadian Forces Site Regulations

The Contractor must comply with all standing orders or other regulations, instructions and directives in force on the site where the Work is performed.

6.13 Insurance Requirements

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

6.14 Excess Goods

The quantity of goods to be delivered by the Contractor is specified in the Contract. The Contractor remains liable for any shipment in excess of that quantity whether the excess quantity is shipped voluntarily or as a result of an error by the Contractor. Canada will not make any payment to the Contractor for goods shipped in excess of the specified quantity. Canada will not return the said goods to the Contractor unless the Contractor agrees to pay for all the costs related to the return, including but not limited to administrative, shipping and handling costs. Canada will have the right to deduct such costs from any invoice submitted by the Contractor.

6.15 Shipping Instructions – Delivery at Destination

Goods must be consigned to the destination specified in the Contract and delivered Delivered Duty Paid (DDP) _____, Esquimalt, British Columbia Incoterms 2000 for shipments from a commercial contractor.

ANNEX "A"
STATEMENT OF WORK

A. Title

Printing services for the Lookout Newspaper

B. Background

The Department of National Defence (DND) requires the services of a printing company to print and deliver the Canadian Forces Base Esquimalt newspaper, known as the Lookout.

C. Scope

The scope of this requirement includes printing and delivering copies of each Lookout newspaper issue with the supplied flyer inserts. There may be occasional requirements to print additional copies. The Lookout currently publishes 51 issues per year but this may be reduced to 50 issues per year depending on operational requirements.

D. Tasks

1. The Contractor must pick up all flyer inserts (if applicable) from the Lookout office, located at 1522 Esquimalt Road, Esquimalt, BC, V9A 7N2 between 8:00 a.m. and 3:00 p.m. (local Pacific Time) on Thursday for the Monday distribution or Wednesday if Thursday is a statutory holiday.
2. The Contractor must provide a press File Transfer Protocol (FTP) site to which DND will upload the newspaper issue's digital file from Lookout no later than 3:00 p.m. (local Pacific Time) on Friday or Thursday (if Friday is a statutory holiday) for the Monday distribution.
3. Prior to processing, the Contractor must:
 - a. Proofread the uploaded digital file;
 - b. Identify and correct problems with the file's contents (examples include, but are not limited to: headlines out of place, missing ads, and spaces that look like something should be there); and
 - c. If required, contact the Project Authority or his/her designated representative by telephone to resolve identified problems.
4. The Contractor must provide the file output from the uploaded digital files of each 12 to 36 page newspaper issue and any 4 to 20 page section sections:
 - a. with a minimum process colour on one web to a maximum full colour throughout;
 - b. on paper stock of 52 gram Electrabrite (or equivalent) unless required by the Project Authority or his/her representative to print it on paper stock of 62 gram Electrabrite (or equivalent);
 - c. on paper sized 11.375" (left-right width) x 15" (top-bottom height), with a printed image size of 10.25" (left-right width) x 14" (top-bottom height).
5. The Contractor must deliver a quantity of 4,000-5,000 copies of each Lookout newspaper issue with its accompanying supplied flyer inserts as requested by the Project Authority or his/her designated representative. Occasionally, there may be a requirement to increase the quantity of newspapers above this range. The Contractor must fold each newspaper copy horizontally in half.

6. The Contractor must deliver 800 quarter-folded copies of each Lookout newspaper issue (without inserts) as requested by the Project Authority or his/her designated representative.
7. The Contractor must sort and bundle newspapers and inserts in accordance with top sheets supplied by the Project Authority or his/her designated representative.
8. The Contractor must deliver the newspaper bundles to Building N1 at CFB Esquimalt – Naden no later than 5:00 a.m. (local Pacific Time) on the Monday immediately following the issue's digital file submission. If the Monday is a statutory holiday, the newspaper bundles must be delivered no later than 5:00 a.m. (local Pacific Time) on the following working day. The delivered newspaper bundles must be wrapped in plastic or other suitable material to protect the papers from the elements.
9. If a special project is being printed as an insertion into the weekly newspaper, the Contractor must invoice for this service separately.

E. Constraints

1. The Contractor must accept files in Macintosh In Design format or Adobe PDF format on its press FTP site.
2. The Contractor must accept art and photographs in Acrobat 7, Photoshop Creative Suite 5.5 and Illustrator Creative Suite 5.5 formats if requested; and alter these files, if necessary, before the file has gone to press.
3. The Contractor must accept and use Macintosh fonts in the production of the Lookout newspaper.
4. To ensure compatibility, the Contractor must be able to accept files in the version and format submitted by the Lookout.
5. The Contractor must proof their output film to ensure the file is the same as the digital file provided by the Lookout.
6. Folding must not be out of the specified position by more than 6.40 mm (0.25 in). Mispositioning of a fold is recorded as the linear displacement of actual from specified position.

ANNEX "B"

BASIS OF PAYMENT

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm all-inclusive prices as specified below, for work performed in accordance with the Contract. Customs duties are included and Applicable Taxes are extra.

The lot prices constitute total consideration for performance of the Work performed in accordance with the contract. The prices include the furnishing of all necessary or proper inputs for the completion of the work, except as may be otherwise expressly described within the Contract. The prices include but are not limited all labour, overhead, direct and indirect costs, fringe benefits, office expenses, financing costs, contingencies, photocopying, printing, material, postal / courier charges, telephone / facsimile charges, Internet / e-mail charges, equipment, software fees, costs, server costs, general administration fees, travel, transportation, profit, etc.

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

1. In accordance with Annex "A", for the services required in the production of one "LOOKOUT" edition. Includes <u>one</u> web of process colour.			
4,000 copies (52 Electrabrite or equivalent)	Firm Lot Price per Issue		
	Period 1	Option Period 1	Option Period 2
12 pages	\$	\$	\$
16 pages	\$	\$	\$
20 pages	\$	\$	\$
24 pages	\$	\$	\$
28 pages	\$	\$	\$
32 pages	\$	\$	\$
36 pages	\$	\$	\$
5,000 copies (52 Electrabrite or equivalent)	Firm Lot Price per Issue		
	Period 1	Option Period 1	Option Period 2
12 pages	\$	\$	\$
16 pages	\$	\$	\$
20 pages	\$	\$	\$
24 pages	\$	\$	\$
28 pages	\$	\$	\$
32 pages	\$	\$	\$
36 pages	\$	\$	\$
4,000 copies (62 Electrabrite or equivalent)	Firm Lot Price per Issue		
	Period 1	Option Period 1	Option Period 2
12 pages	\$	\$	\$
16 pages	\$	\$	\$

Solicitation No. - N° de l'invitation
W0103-166680
Client Ref. No. - N° de réf. du client
W0103-166680

Amd. No. - N° de la modif.
File No. - N° du dossier
VIC-5-38013

Buyer ID - Id de l'acheteur
vic251
CCC No./N° CCC - FMS No./N° VME

20 pages	\$	\$	\$
24 pages	\$	\$	\$
28 pages	\$	\$	\$
32 pages	\$	\$	\$
36 pages	\$	\$	\$
5,000 copies (62 Electrabrte or equivalent)	Firm Lot Price per Issue		
	Period 1	Option Period 1	Option Period 2
12 pages	\$	\$	\$
16 pages	\$	\$	\$
20 pages	\$	\$	\$
24 pages	\$	\$	\$
28 pages	\$	\$	\$
32 pages	\$	\$	\$
36 pages	\$	\$	\$
2. In accordance with Annex "A", for the goods and services required in the production of one second section issue (4 to 20 pages) including <u>one</u> web of process colour:			
4,000 copies (52 Electrabrte or equivalent)	Firm Lot Price per Issue		
	Period 1	Option Period 1	Option Period 2
4 pages	\$	\$	\$
8 pages	\$	\$	\$
12 pages	\$	\$	\$
16 pages	\$	\$	\$
20 pages	\$	\$	\$
5,000 copies (52 Electrabrte or equivalent)	Firm Lot Price per Issue		
	Period 1	Option Period 1	Option Period 2
4 pages	\$	\$	\$
8 pages	\$	\$	\$
12 pages	\$	\$	\$
16 pages	\$	\$	\$
20 pages	\$	\$	\$
4,000 copies (62 Electrabrte or equivalent)	Firm Lot Price per Issue		
	Period 1	Option Period 1	Option Period 2
4 pages	\$	\$	\$
8 pages	\$	\$	\$
12 pages	\$	\$	\$
16 pages	\$	\$	\$
20 pages	\$	\$	\$
5,000 copies (62 Electrabrte or equivalent)	Firm Lot Price per Issue		
	Period 1	Option Period 1	Option Period 2
4 pages	\$	\$	\$
8 pages	\$	\$	\$

Solicitation No. - N° de l'invitation
W0103-166680
Client Ref. No. - N° de réf. du client
W0103-166680

Amd. No. - N° de la modif.
File No. - N° du dossier
VIC-5-38013

Buyer ID - Id de l'acheteur
vic251
CCC No./N° CCC - FMS No./N° VME

12 pages	\$	\$	\$
16 pages	\$	\$	\$
20 pages	\$	\$	\$
3. Additional Costs			
Description	Firm Lot Price per Issue		
	Period 1	Option Period 1	Option Period 2
One additional web of process colour (covers 4 matting pages)	\$	\$	\$
Costs associated with flyer inserts (no applicable size restrictions or limitations) Per 1000 inserts	\$	\$	\$
Corrections to digital files (under ½ hour)	\$	\$	\$
Corrections to digital files (over ½ hour). Per Hour	\$	\$	\$
Sub-total	\$	\$	\$

EVALUATED TOTAL	\$
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Sub-total 'Period 1' + Sub-total 'Option Period 1' + Sub-total 'Option Period 2'

The bidder must provide pricing for each of the line items above. Failure to do so will result in the bid being non-compliant and rejected.

Financial Evaluation:

The financial bid of the bidder shall be evaluated based upon the aggregate total of all rates for the duration of the contract and the option years.

Note:

If a weekly run of newspapers contains registration errors, the Contractor shall **NOT** be compensated for that week's newspaper run.