



**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:**

**Bid Receiving - PWGSC / Réception des
soumissions - TPSGC**
11 Laurier St./11, rue Laurier
Place du Portage, Phase III
Core 0B2 / Noyau 0B2
Gatineau
Québec
K1A 0S5
Bid Fax: (819) 997-9776

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government
Services Canada**

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 therefor.

**Proposition aux: Travaux Publics et Services
Gouvernementaux Canada**

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 annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

| | |
|---|---|
| Title - Sujet ADM-0028-04-2016-B - File folders | |
| Solicitation No. - N° de l'invitation B8297-170170/A | Date 2016-11-04 |
| Client Reference No. - N° de référence du client B8297-170170 | |
| GETS Reference No. - N° de référence de SEAG PW-\$\$CW-010-71848 | |
| File No. - N° de dossier cw010.B8297-170170 | CCC No./N° CCC - FMS No./N° VME |
| Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2016-11-22 | |
| Time Zone Fuseau horaire Eastern Standard Time EST | |
| 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: Gagné, Kathleen | Buyer Id - Id de l'acheteur cw010 |
| Telephone No. - N° de téléphone (613) 990-9189 () | FAX No. - N° de FAX () - |
| Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: See herein | |

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

**Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution

Communication Procurement Directorate/Direction de
l'approvisionnement en communication
360 Albert St./ 360, rue Albert
12th Floor / 12ième étage
Ottawa
Ontario
K1A 0S5

| | |
|--|--|
| Delivery Required - Livraison exigée See Herein | 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 |



| Destination Code - Code destinataire | Destination Address - Adresse de la destination | Invoice Code - Code bur.-comptable | Invoice Address - Adresse de facturation |
|---|--|---------------------------------------|---|
| D-1 | Immigration, Refugees & Citizenship Canada Att.: Marcel Finnigan Jean Edmonds, South Tower 365 Avenue Laurier West, Level B1 Ottawa, Ontario K1A 1L1 | I-1 | Immigration, Refugees & Citizenship Canada Att.: Sarah Hubbard Jean Edmonds, South Tower 365 Avenue Laurier West, 7th Floor Ottawa, Ontario K1A 1L1 |



| Item Article | Description | Dest. Code Dest. | Inv. Code Fact. | Qty Qté | U. of I. U. de D. | Unit Price/Prix unitaire FOB/FAM | Destination | Plant/Usine | Delivery Req. Livraison Req. | Del. Offered Liv. offerte |
|-----------------|-----------------------------------|------------------------|-----------------------|------------|----------------------|-------------------------------------|--------------|-------------|---------------------------------|------------------------------|
| 1 | ADM-0028-04-2016-B - File folders | D - 1 | I - 1 | 22000 | Each | \$ | XXXXXXXXXXXX | | See Herein | |

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PART 1 - GENERAL INFORMATION

1.1 Introduction

The bid solicitation is divided into six (6) 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 and Additional Information: includes the certifications and additional information to be provided; and
- Part 6 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 Electronic Payment Instruments, and the evaluation grid.

1.2 Summary

Immigration, Refugees and Citizenship Canada (IRCC) has a requirement to produce ADM-0028-05-2016-B – File Folders and deliver them to the IRCC distribution facility in the National Capital Region.

The Initial Production Run will be for 25,000 file folders.

Additional production runs may also be required on an “if and when” required basis at any time after the initial production run of 25,000 folders is completed and delivered. The minimum quantity required for any additional production run will be 5,000 file folders. Additional production runs are at the sole discretion of IRCC and will be authorized by the IRCC Project Authority in writing as specified in section A.5 of Annex A - Statement of Work.

The period of the Contract is date of contract to December 31, 2017 inclusive.

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to four (4) additional one (1) year period(s) 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.

Delivery Dates:

Initial Production: All the deliverables must be received within 15 business days after approval of proofs

Subsequent Production Run(s): Completed folders must be delivered within 15 business days after receipt of work request.

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The requirement is subject to the provisions of the Agreement on Internal Trade (AIT).

The requirement is limited to Canadian goods and/or services.

Comprehensive Land Claim Agreements (CLCAs) are not applicable to this procurement.

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 from receipt of the results of the bid solicitation process. The debriefing will be in writing.

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 (2016-04-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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.

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

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*

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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** ()

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 seven (7) 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.

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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 (1 hard copies and 1 soft copy on USB key)

Section II: Financial Bid (1 hard copy and 1 soft copy on USB key)

Section III: Certifications (1 hard copy)

Section IV: Additional Information (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 [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

- 3.1.1** Bidders must submit their financial bid in accordance with Basis of Payment in Annex "B". The total amount of Applicable Taxes must be shown separately.

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3.1.2 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex “D” Electronic Payment Instruments, to identify which ones are accepted.

If Annex “C” Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

Section III: Certifications

Bidders must submit the certifications required under Part 5.

Section IV: Additional Information

3.1.3 Integrity Provisions – List of Names

Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder.

Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).

Bidders bidding as societies, firms or partnerships do not need to provide lists of names.

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 financial evaluation criteria.
- (b) The Contracting Authority will evaluate the bids.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Bidders MUST meet the mandatory criteria of the RFP. No further consideration will be given to Bidders not meeting the mandatory criteria.

The following definitions apply for the purposes of the Mandatory Criterion M.1

"External client(s)" means clients exterior to the Bidder's own legal entity (or joint venture partnership) and excludes the parent, subsidiaries or other affiliates of the Bidder.

"Internal client(s)" means clients within the Bidder's own legal entity (or joint venture partnership) and includes the parent, subsidiaries and other affiliates of the Bidder.

M.1 CORPORATE EXPERIENCE AND CAPABILITY

The Bidder must demonstrate that it has been contractually bound with **two (2) different external clients** to print and produce file folders with reinforced end tabs, scores for expansion and die-cutting.

Each of the contracts must have been started or completed after October 31, 2011.

For each of the two (2) contracts, the Bidder must provide:

- M.1.a The Client contact information;
- M.1.b The Contract start date or end date;
- M.1.c A description of the folders as specified to meet M.1. The Bidder must include a general description of the folders as well as the requirements for printing, reinforcement of end tabs, scores for expansion, and die-cutting of the folders.
- M.1.d The invoice (or copy of) presented to the Client.

During the evaluation no corporate experience gained through internal clients will be accepted or reviewed.

M.2 FOLDER MATERIALS

The Bidder must confirm in writing that the proposed folder material is recyclable and uses fibre originating from a sustainably-managed forest certified to a third-party verified forest certification standard such as the Forestry Stewardship Council (FSC), Sustainable Forestry Initiative (SFI) or the Canadian Standards Association Sustainable Forest Management Standard (CSA/SFMS).

4.1.2 Financial Evaluation

The price of the bid will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded, FOB destination, Canadian customs duties and excise taxes included.

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The Financial Evaluation will be based on the "total evaluated price" using Annex "B" Basis of Payment: Pricing Schedule and Financial Evaluation.

To determine the "total evaluated price", the firm all inclusive prices submitted in the Annex "B", Basis of Payment will be calculated as specified in Annex "B" Basis of Payment: Pricing Schedule and Financial Evaluation excel spreadsheet being distributed through GETS (BuyandSell.gc.ca). The completed excel spreadsheet is to be returned with your proposal in both hard and soft copy formats.

4.2 Basis of Selection

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 total evaluated price will be recommended for award of a contract.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, 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 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 will render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid but may be submitted afterwards. If any of these required certifications or additional information 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 provide the certifications or the additional information listed below within the time frame specified will render the bid non-responsive.

5.1.1 Integrity Provisions – Required Documentation

In accordance with the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.1.2 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 available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969#afed) website (http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969#afed).

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.

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5.1.3 Additional Certifications Precedent to Contract Award

5.1.3.1 Canadian Content Certification

This procurement is limited to Canadian services.

The Bidder certifies that:

() the service(s) offered are Canadian services as defined in paragraph 2 of clause [A3050T](#).

5.1.3.1.1 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 Statement of Work

6.1.1 Optional Goods and/or Services

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at Annex "A" of the Contract under the same conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.

6.2 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/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.

6.2.1 General Conditions

[2030](#) (2016-04-04), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract.

6.3 Security Requirements

There is no security requirement applicable to the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from _____ to December 31, 2017 inclusive.

6.4.2 Delivery Date

6.4.2.1 Initial Production: All the deliverables must be received within 15 business days after approval of proofs

6.4.2.2 Subsequent Production Run(s): Completed folders must be delivered within 15 business days after receipt of work request.

6.4.3 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to four (4) additional one (1) year period(s) 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.

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Canada may exercise this option at any time by sending a written notice to the Contractor 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.

6.4.4 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Annex "A" of the Contract.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Kathleen Gagné
Public Works and Government Services Canada
Acquisitions Branch
Communication Procurement Directorate
360 Albert Street, Ottawa, Ontario
K1A 0S5

Telephone: 613-990-9189
Facsimile: 613-991-5870
E-mail address: Kathleen.gagne@tpsgc-pwgscc.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.

6.5.2 Project Authority

The Project Authority for the Contract is:

| | |
|---------------|--|
| Name: | |
| Title: | |
| Organization: | |
| Address: | |

| | |
|-----------------|--|
| Telephone: | |
| Facsimile: | |
| E-mail address: | |

In its absence, the Project Authority is:

| | |
|---------------|--|
| 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

Contractor's Representative

| Project Manager | | Replacement – Project manager | |
|-----------------|--|-------------------------------|--|
| Name: | | Name: | |
| Telephone: | | Telephone: | |
| Facsimile: | | Facsimile: | |
| E-mail : | | E-mail : | |

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

The Contractor will be paid in accordance with Annex "B" for Work performed pursuant to the Contract.

6.7.2 Basis of Payment – Work Requests

In consideration of the Contractor satisfactorily completing all of its obligations under the authorized Work Request, the Contractor will be paid the firm unit price(s) in accordance with the Basis of Payment, in Annex "B", Applicable Taxes 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.

6.7.3 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.
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.

6.7.4 Method of Payment

Payment by Canada to the Contractor for the Work shall be made in accordance with clause H1001C Multiple Payments.

6.7.4.1 SACC Manual Clauses

H1001C (2008-05-12) - Multiple Payments
A9117C (2007-11-30) – T1204 – Direct Request by Customer Department

6.7.5 Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

6.8 Invoicing Instructions

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

6.8.2 Invoices must be distributed as follows:

- a) The original and one (1) copy must be forwarded to the Project Authority identified under the section entitled "Authorities" 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 and Additional Information

6.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

6.9.2 SACC Manual Clauses

SACC Manual Clause A3060C (2008-05-12) Canadian Content Certification.

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 2030 (2016-04-04), General Conditions - Higher Complexity - Goods;
- (c) Annex "A", Statement of Work;
- (d) Annex "B", Basis of Payment;
- (e) the Contractor's bid dated _____,

6.12 Insurance

SACC Manual clause G1005C (2016-01-28) Insurance- No Specific Requirement

6.13 SACC Manual Clauses

6.13.1 Inspection and Acceptance

The Technical Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

6.13.2 Other Clauses

THE FOLLOWING TERMS AND CONDITIONS ARE INCORPORATED HEREIN:

| SACC Reference | Title | Date |
|----------------|---|------------|
| P1005C | Packaging and Packing of Printed Products | 2010-01-11 |
| P1009C | Author's Alterations | 2007-11-30 |
| P1010C | Quality Levels for Printing | 2010-01-11 |
| P1013C | Quality Levels for Forms | 2010-01-11 |
| P1016C | Quality Levels for Binding | 2010-01-11 |

ANNEX "A"

STATEMENT OF WORK

A.1 BACKGROUND

The ADM-0028-05-2016-B – File Folders are used to house and control official departmental correspondence. Their use is restricted to records offices and operational units which have been delegated custodial responsibility for official files. Immigration, Refugees and Citizenship Canada (IRCC) has a requirement to produce ADM-0028-05-2016-B – File Folders and deliver them to the IRCC distribution facility in the National Capital Region.

A.2 OVERVIEW

IRCC requires the Contractor to produce and deliver ADM-0028-05-2016-B File Folders.

The Initial Production Run will be for 25,000 file folders.

Additional production runs may also be required on an "if and when" required basis at any time after the initial production run of 25,000 folders is completed and delivered. The minimum quantity required for any additional production run will be 5,000 file folders. Additional production runs are at the sole discretion of IRCC and will be authorized by the IRCC Project Authority in writing as specified in section A.5 of Annex A - Statement of Work.

A.2.1 In providing this service the Contractor must, in particular:

- a) Provide proofs for approval prior to production;
- b) Supply all materials;
- c) Print as per the artwork supplied to the Contractor and final approved proofs;
- d) Produce file folders to final format as specified;
- e) Package and deliver file folders as specified; and
- f) Return any and all components and working materials to the IRCC Project Authority upon completion of the Contract.

A.3 PRIMARY POINT OF CONTACT

The Project Authority identified in the Contract will act as the primary point of contact for any interactions between the Contractor and IRCC Technical Authorities for the duration of the Contract.

The Contractor must advise the IRCC Project Authority and the Contracting Authority should their representatives change at any point during the Contract.

A.4 QUANTITIES

A.4.1 Initial Printing and Production (after Contract award):

The Contractor must print, produce to final format, package and deliver 25,000 file folders in accordance with the delivery requirements at section A.10 of the Annex "A" Statement of Work.

A.4.2 Printing, Production and Delivery of additional quantities "if and when" requested:

At any time after the initial production run of 25,000 folders is completed and delivered, IRCC may require the printing, production to final format, packaging and delivery of ADM-0028-05-2016-B folders. The optional printing and production of additional ADM-0028-05-2016-B folders is at the discretion of the IRCC Project Authority and will be authorized by the IRCC Project Authority in writing by providing a "Work Request" to the Contractor by e-mail. Quantities can range from a minimum of 5,000 to a maximum of 25,000 ADM-0028-05-2016-B folders in a single "Work Request".

A.5 WORK REQUEST PROCESS FOR ADDITIONAL FOLDER PRODUCTION (AFTER THE INITIAL PRODUCTION)

- a) The IRCC Project Authority will, on an "If and when required" basis, provide the Contractor a "Work Request" for the printing, production to final format, packaging, and delivery of additional ADM-0028-05-2016-B folders as specified in the Annex "A" - Statement of Work.
- b) The Contractor must print, produce to final format, package and deliver the required quantity of folders to the destination address as specified in section A.10.2 *Delivery Address*, and in accordance with the specifications and service levels stated in the Annex "A" - Statement of Work and as per the approved proofs.
- c) Only "Work Requests" provided to the Contractor by IRCC Project Authority can be accepted by the Contractor for processing.
- d) *Work Requests* from the IRCC Project Authority will be sent to the Contractor via e-mail.
- e) *Work Requests* will indicate the quantity to be produced and the delivery date.
- f) The Contractor must confirm/acknowledge receipt of the *Work Request* to IRCC Project by e-mail within one (1) business day of receipt of the *Work Request*.

A.6 QUALITY LEVELS

The print quality level is **informational**, in accordance with the Public Works and Government Services Canada (PWGSC) Publication entitled "Quality Levels for Printing" and "Quality Levels for Forms" and "Quality Levels for Binding", latest issues.

A.7 SPECIFICATION OF REQUIREMENT

A.7.1 Overruns/Underruns:

No underruns and no overruns will be accepted.

A.7.2 Construction:

The file folder must match the file folder from the previous production in size and construction in order to match current folders in use.

A.7.3 Stock:

- a) The file folder material must match the file folder from the previous production in colour, finish and thickness (14 point paper thickness – Manilla - Kraft + reinforced bottom edge on page 2 and reinforced end tab on page 3).
- b) The file folder material must be recyclable and use fibre originating from a sustainably-managed forest certified to a third-party verified forest certification standard such as the Forestry Stewardship Council (FSC), Sustainable Forestry Initiative (SFI) or the Canadian Standards Association Sustainable Forest Management Standard (CSA/SFMS).

A.7.4 Size – All dimensions taken with docket opened and face up (outside):

- a) Flat - 19" x 16 1/4"
- b) Fold : Vertically at 9 1/2" from right edge.
- c) Die-cut (bottom) to size
 - i. Front Panel (pages 1 & 2): 9 1/2" x 14 3/8"
 - ii. Back Panel (pages 3 & 4): 9 1/2" x 15 1/4"

A.7.5 Score for expansion:

On Front Panel: Scored at 1/4" intervals (4) and at center fold.

A.7.6 Corners:

To be round except for recessed bottom edge

A.7.7 Ink:

Printed panels 1, 2 and 4, in black only

A.7.8 Required:

- a) A self-adhesive patch approx. 2 ¼" X 2 5/16" with spike capacity of 1" to be placed at inside back of folder (panel 3) top left corner.
- b) Reinforce bottom tab after die-cut with 1 1/8" wide for 9 ½" across. (same stock as folder).
- c) Packaging: Box of 100 folders, bulk standard cartons and cartons containing four (4) boxes of 100 folders (400 folders).

A.8 MATERIAL SUPPLIED

The IRCC Project Authority will supply electronic files in PDF format as well as a sample of a file folder from the previous production.

The Contractor must preflight supplied files within two (2) business days of their reception. The Contractor must contact the IRCC Project Authority immediately if there are problems accessing or processing the files or printing from the supplied files.

A.9 PROOFS

Two (2) sets of proofs must be accounted for in the schedule and must be delivered to the Project Authority at the proofs address. The Project Authority will return one (1) set of proofs within 2 business days of receipt of the proofs, while the second set of proofs will be retained by the Project Authority.

The Contractor is responsible for the shipping of proofs to the Proofs address identified in the contract (section A.9.2).

Before proceeding, the Contractor must provide a mock-up of the file folder, trimmed and folded to size on the actual folder material with the patch (fabrene) and a copy of the artwork pasted in place. The Contractor must indicate the position of the score lines.

The Contractor must obtain written approval by the Project Authority prior to production.

A.9.1 Proofs Delivery Schedule:

- a) Proofs must be submitted to the IRCC Project Authority within five (5) business days after receipt of materials detailed in section **A.8 MATERIAL SUPPLIED**.

A.9.2 Proofs Address:

Immigration, Refugees and Citizenship Canada
Office JETN B229
300 Slater Street
Ottawa ON K1A 1L1

Contact persons: Contact information to be included in the Contract

A.10 DELIVERY REQUIREMENTS

A.10.1 Delivery Schedule:

- a) Initial Production Run – The complete quantity of completed folders must be delivered within 15 business days after approval of proofs;
- b) Subsequent Production Run(s) – Completed folders must be delivered within 15 business days after receipt of work request.

A.10.2 Delivery Address:

Forms Management
Immigration, Refugees and Citizenship Canada
365 Laurier Avenue West, JETS, Level B1
Ottawa ON K1A 1L1

Contact persons:

Contact information to be included in the Contract

A.10.3 Delivery Responsibilities:

- a) The Contractor is solely responsible for the safe delivery of all goods;
- b) Any damaged goods will be replaced by the Contractor at their expense;
- c) The Contractor is responsible for the tracking of shipments up to confirmation of receipt at destination, for all shipments;
- d) All shipments are subject to inspection and acceptance by the Technical Authority, identified in the Work Request, at destination;
- e) Any shipment of poor quality stock, poor packaging, or broken pallets will be returned to the vendor at its expense for replacement or repackaging; and
- f) All deliveries must be Freight on Board (FOB) Destination.

A.10.4 Packaging and Skids:

- a) Boxes of 100 folders per box is mandatory, 400 folders per carton, in appropriately sized boxes suitable, able to withstand extensive handling; as per industry's standards.
- b) Skids of material must be shrink-wrapped or strapped;
- c) Skids/pallets are to be a standard 40" x 48", four way entry;
- d) The Contractor is responsible for providing shipping materials such as plastic straps, poly-wrap and skids;
- e) A packing slip must be included with every shipment; and
- f) The packing slip must show the total number of cartons and the number of cartons in each shipment.

A.10.5 Labelling:

- a) Box of 100: Each box must be properly identified with labels showing the following:
 - i. Quantity;
 - ii. Title;
 - iii. Units of issue;
 - iv. Form number;
 - v. Date of packaging; and
 - vi. Contract number.

- b) Cartons: Labels must indicate the following:
 - i. Department name;
 - ii. Item title;
 - iii. Units of issue;
 - iv. Form number;
 - v. Date of packaging;
 - vi. Number of packages in each carton; and
 - vii. Contract number.

A.10.6 Delivery Instructions:

The Contractor must make all arrangements with the destination address to schedule a time and date for delivery of the completed folders as follows:

- a) The Contractor must provide Forms Management - Immigration, Refugees and Citizenship Canada with a Delivery Notice that contains the following information:
 - i. Delivery date at the destination address;
 - ii. Estimated time of arrival;
 - iii. Number of skids to be delivered; and
 - iv. Contract Number.

- b) The Contractor must advise Forms Management - Immigration, Refugees and Citizenship Canada of the scheduled delivery date at the destination address one (1) business day in advance for deliveries taking place during the day, and three (3) business days in advance for deliveries taking place after 4:00 p.m. EST.

- c) Skids must not be stacked when delivered.

- d) Deliveries should take place during the day between 8:00 a.m. to 4:00 p.m. EST using a 5 tonne truck (maximum). In circumstances where a larger truck (more than 5 tonne) must be used, deliveries must be done after 4:00 p.m. EST. This information needs to be provided well in advance for logistical reasons.

IRCC must be advised when deliveries will take place, as large quantities will create logistic problems for IRCC receiving dock.

A.11 COMPONENTS

- a) All components required to complete the Contract, whether produced or purchased by the Contractor or provided to the Contractor, are the property of the Government of Canada.
- b) The Contractor must return all components to the IRCC Project Authority within five (5) working days of receiving the request to do so, and at no additional cost to Canada.
- c) Components must be packaged appropriately and shipped in a manner to ensure safe delivery at the specified destination.

A.12 QUALITY ASSURANCE

Quality Assurance by Contractor: The Contractor must perform all necessary quality assurance procedures to ensure the product meets the specified quality levels and specifications of the Annex A - Statement of Work.

A.13 FAULTY MATERIAL

Faulty material refers to any material delivered by the Contractor not meeting the specifications and/or the quality level required as per the Statement of Requirement.

- a) The faulty material will be returned to the Contractor within five (5) business days for disposal and must be replaced at no charge to IRCC;
- b) Replacement orders must be delivered within ten (10) business days if order contains more than 50% faulty material.

ANNEX "B"

BASIS OF PAYMENT

Bidders must provide pricing in the format specified, for each component identified in this ANNEX B, Basis of Payment. Failure to price one of the components in the format specified will render the proposal non-responsive.

Bidders must submit firm all-inclusive prices for the printing and production to final format of file folders as described in Annex A, Statement of Work. The firm all-inclusive prices must include all materials and activities (setup charges, production and delivery of proof copies, printing and finishing operations, etc...) to print, produce, package and deliver the final product in the required quantities to the destination in the National Capital Region specified in the Annex A Statement of Work. All prices must be FOB Destination, in Canadian funds, duty and excise taxes included, applicable taxes extra. **Freight/delivery charges included.**

If pricing is not provided for a component, a price of zero will be assigned for the component and the Bidder will be provided an opportunity to agree with the zero amount. If the Bidder agrees, then the Basis of Payment will be considered compliant. However, if the Bidder disagrees then the proposal will be found non-compliant and no further evaluation will be done.

TRAVEL AND LIVING EXPENSES

Canada will not accept any travel and living expenses incurred by the Contractor to satisfy the terms of the Contract.

B.1 PRICING SCHEDULE AND FINANCIAL EVALUATION

LOT = Complete Quantity
/M = Per 1,000

- a) Refer to the excel spreadsheet distributed as an electronic attachment on www.buyandsell.gc.ca.
- b) Bidders are responsible for entering their prices on the MS Excel spreadsheet, ***Annex B – Basis of Payment: Pricing Schedule and Financial Evaluation***, distributed as an electronic attachment on the government electronic tendering site (www.buyandsell.gc.ca) and returning the filled out spreadsheet, along with their proposal, both on a USB key and in a print copy.
- c) 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.

B.2 PAPER ESCALATION CLAUSES (SOLICITATION AND CONTRACT)

- a) Refer to the excel spreadsheet distributed as an electronic attachment on www.buyandsell.gc.ca.

Solicitation No. - N° de l'invitation
B8297-170170/A
Client Ref. No. - N° de réf. du client
B8297-170170

Amd. No. - N° de la modif.
File No. - N° du dossier
CW010, B8297-170170

Buyer ID - Id de l'acheteur
cw010
CCC No./N° CCC - FMS No./N° VME

ANNEX "C"

to PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

The Bidder accepts to be paid by any of the following Electronic Payment Instrument(s):

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only);
- Large Value Transfer System (LVTS) (Over \$25M)

Solicitation No. - N° de l'invitation
B8297-170170/A
Client Ref. No. - N° de réf. du client
B8297-170170

Amd. No. - N° de la modif.
File No. - N° du dossier
CW010, B8297-170170

Buyer ID - Id de l'acheteur
cw010
CCC No./N° CCC - FMS No./N° VME

ANNEX "D"

EVALUATION GRID

REQUEST FOR PROPOSAL: B8297-170170/A

TITLE: IRCC - ADM-0028-05-2016-B Folders

BIDDER: _____

| EVALUATION SUMMARY | | |
|-------------------------------|------------|----------------|
| MANDATORY REQUIREMENTS | MET | NOT MET |

MANDATORY CRITERIA

Bidders **MUST** meet the mandatory criteria of the RFP. No further consideration will be given to Bidders not meeting the mandatory criteria.

The following definitions apply for the purposes of the Mandatory Criterion M.1

"External client(s)" means clients exterior to the Bidder's own legal entity (or joint venture partnership) and excludes the parent, subsidiaries or other affiliates of the Bidder.

"Internal client(s)" means clients within the Bidder's own legal entity (or joint venture partnership) and includes the parent, subsidiaries and other affiliates of the Bidder.

M.1 CORPORATE EXPERIENCE AND CAPABILITY

During the evaluation no corporate experience gained through internal clients will be accepted or reviewed.

| M.1 Evaluation criteria | Met | Not Met |
|---|-----|---------|
| The Bidder must demonstrate that it has been contractually bound with two (2) different external clients to print and produce file folders with reinforced end tabs, scores for expansion and die-cutting. | | |
| Each of the contracts must have been started or completed after October 31, 2011. | Met | Not Met |
| Contract 1 | | |
| Contract 2 | | |
| For each of the two (2) contracts, the Bidder must provide: | | |
| Contract 1 | Met | Not Met |
| M.1.a The Client contact information; | | |
| M.1.b The Contract start date or end date; | | |
| M.1.c A description of the folders as specified to meet M.1. | | |
| The Bidder must include a general description of the folders as well as the requirements for: | | |
| - the printing of the folders | | |
| - the reinforcement of end tabs | | |
| - the scores for expansion | | |
| - the die-cutting | | |
| M.1.d The invoice (or copy of) presented to the Client. | | |
| Contract 2 | Met | Not Met |
| M.1.a The Client contact information; | | |
| M.1.b The Contract start date or end date; | | |
| M.1.c A description of the folders as specified to meet M.1. | | |
| The Bidder must include a general description of the folders as well as the requirements for: | | |
| - printing of the folders | | |
| - requirements for reinforcement of end tabs | | |
| - requirements for scoring of the folders | | |
| - die-cutting of the folders | | |
| M.1.d The invoice (or copy of) presented to the Client. | | |
| Comments | | |
| | | |
| | | |
| | | |

Solicitation No. - N° de l'invitation
B8297-170170/A
Client Ref. No. - N° de réf. du client
B8297-170170

Amd. No. - N° de la modif.
File No. - N° du dossier
CW010, B8297-170170

Buyer ID - Id de l'acheteur
cw010
CCC No./N° CCC - FMS No./N° VME

| |
|--|
| |
| |

M.2 FOLDER MATERIALS

| Evaluation criteria | Met | Not Met |
|--|-----|---------|
| The Bidder must confirm in writing that the proposed folder material is recyclable and uses fibre originating from a sustainably-managed forest certified to a third-party verified forest certification standard such as the Forestry Stewardship Council (FSC), Sustainable Forestry Initiative (SFI) or the Canadian Standards Association Sustainable Forest Management Standard (CSA/SFMS). | | |
| Comments | | |
| | | |
| | | |
| | | |
| | | |

PROPOSALS NOT MEETING ALL OF THE MANDATORY CRITERIA WILL BE CONSIDERED NON RESPONSIVE AND GIVEN NO FURTHER CONSIDERATION.