



Closing Date / Time

12 April, 2017 / 2:00 pm EDT

REFERENCE NO. 5Z011-17-0123

**REQUEST FOR STANDING OFFERS**

<b>Title of Project</b> Library and Archives Canada – Graphic Design Services – Standing Offer Agreements.			
<b>Return Offers to:</b>			
<b>By Hand or Messenger Service:</b>  Library and Archives Canada Business Centre – 8 <sup>th</sup> Floor 550 de la Cité Boulevard Gatineau (Québec) J8T 0A7  From : Monday – Friday Hours : 8:00 am -12:00 pm / 1:00 pm – 4:00 pm		<b>By Mail:</b>  Library and Archives Canada Contracting Services Division Corporate Resourcing Branch 550 de la Cité Boulevard – 8 <sup>th</sup> Floor Gatineau (Québec) K1A 0N4	
<b>Standing Offer Authority’s address and Issuing Office</b>  Library and Archives Canada Contracting and Materiel Management Division Corporate Resourcing Branch 550 de la Cité Boulevard – 8 <sup>th</sup> Floor Gatineau (Québec) K1A 0N4			
<b>Standing Offer Authority</b>	<b>Telephone No.</b>	<b>Facsimile No.</b>	<b>E-mail :</b>
Geneviève Rioux	343-998-1925	819-934-5263	<a href="mailto:Genevieve.Rioux@Canada.ca">Genevieve.Rioux@Canada.ca</a>

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.

<b>Offeror’s Name</b>	
<b>Offeror’s Complete Address</b>	
<b>NAME &amp; TITLE OF THE PERSON AUTHORIZED TO SIGN ON BEHALF OF THE OFFEROR (PLEASE PRINT)</b>	
<b>Signature</b>	<b>Date</b>

**THIS PAGE IS TO BE COMPLETED AND INCLUDED WITH YOUR OFFER**

## Contents

<b>PART 1 - GENERAL INFORMATION .....</b>	<b>4</b>
1.1 INTRODUCTION.....	4
1.2 SUMMARY .....	4
1.3 SECURITY REQUIREMENTS .....	5
1.4 DEBRIEFINGS.....	5
<b>PART 2 - OFFEROR INSTRUCTIONS .....</b>	<b>6</b>
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....	6
2.2 SUBMISSION OF OFFERS.....	6
2.3 FORMER PUBLIC SERVANT (TO BE COMPLETED BY OFFEROR).....	6
2.4 ENQUIRIES - REQUEST FOR STANDING OFFERS .....	8
2.5 APPLICABLE LAWS.....	8
<b>PART 3 - OFFER PREPARATION INSTRUCTIONS.....</b>	<b>9</b>
3.1 OFFER PREPARATION INSTRUCTIONS.....	9
<b>PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION .....</b>	<b>10</b>
4.1 EVALUATION PROCEDURES.....	10
4.2 FORMULAS IN PRICING SCHEDULE.....	10
4.3 SUBSTANTIATION OF PROFESSIONAL SERVICES RATES .....	11
4.4 BASIS OF SELECTION.....	11
<b>ATTACHMENT 1 TO PART 4 .....</b>	<b>13</b>
<b>TECHNICAL EVALUATION.....</b>	<b>13</b>
A. <i>Technical evaluation</i> .....	13
A1. <i>Mandatory criteria</i> .....	13
B. <i>Selection</i> .....	17
<b>ATTACHMENT 2 TO PART 4 .....</b>	<b>18</b>
<b>FINANCIAL EVALUATION .....</b>	<b>18</b>
<b>PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION .....</b>	<b>19</b>
5.1 <i>Certifications Required with the Offer</i> .....	19
5.2. <i>Additional Certifications Required Precedent to Issuance of a Standing Offer</i> .....	19
<b>ATTACHMENT 1 TO PART 5 .....</b>	<b>20</b>
FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION.....	20
<b>PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES .....</b>	<b>21</b>
A. STANDING OFFER .....	21
6.1 <i>Offer</i> .....	21
6.2 <i>Security Requirements</i> .....	21
6.3 <i>Standard Clauses and Conditions</i> .....	21
6.4 <i>Term of Standing Offer</i> .....	21
6.5 <i>Authorities</i> .....	22
6.6 <i>Identified Users</i> .....	23
6.7 <i>Call-up Procedures</i> .....	23
6.8 <i>Call-up Instrument</i> .....	24
6.9 <i>Limitation of Call-ups</i> .....	24
6.10 <i>Financial Limitation</i> .....	24

6.11 *Priority of Documents*..... 24

6.12 *Certifications and Additional Information*..... 24

6.13 *Applicable Laws* ..... 25

**B. RESULTING CONTRACT CLAUSES**..... 26

6.1 *Statement of Work*..... 26

6.2 *Standard Clauses and Conditions*..... 26

6.3 *Term of Contract*..... 26

6.4 *Proactive Disclosure of Contracts with Former Public Servants*..... 26

6.5 *Payment*..... 26

6.6 *Invoicing Instructions*..... 26

6.7 *Insurance*..... 27

**ANNEX "A"**..... 28

**STATEMENT OF WORK**..... 28

**ANNEX "B"**..... 33

**BASIS OF PAYMENT**..... 33

## PART 1 - GENERAL INFORMATION

### 1.1 Introduction

The Request for Standing Offers (RFSO) is divided into seven parts plus attachments and annexes, as follows:

- Part 1            General Information: provides a general description of the requirement;
- Part 2            Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3            Offer Preparation Instructions: provides Offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4            Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5            Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6            6A, Standing Offer, and 6B, Resulting Contract Clauses:
  - 6A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
  - 6B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Statement of Work, the Basis of Payment, Security Requirement Checklist and the Federal Contractors Program for Employment Equity – Certification.

### 1.2 Summary

- 1.2.1    The Library and Archives Canada (LAC) Communications Branch produces a variety of graphic products and a need for graphic design services to support its mandate.

To facilitate the delivery of these services, LAC requires the expertise of companies to provide these services as required. LAC needs a list of providers of proof of the ability and desire to provide quality services, at a reasonable and prompt price.

The standing Offer period is from Standing Offer Award date to March 31, 2020, with two (2) one (1) year option periods.

The Contractor must carry out the work requested on his premises or in that of a subcontractor, if necessary. The contractor delivers the products specified in the contract of 550 Place de la Cité, Gatineau, Quebec.

It is expected that up to four (4) Standing Offers will be awarded on a proportional basis.

- 1.2.2    The requirement is limited to Canadian services.

- 1.2.3 The Request for Standing Offers (RFSO) is to establish National Individual Standing Offers for the requirement detailed in the RFSO, to Library and Archives Canada across Canada, **excluding** locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to locations within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the resulting standing offers.
- 1.2.4 The Federal Contractors Program (FCP) for employment equity applies to this procurement; see Part 5 – Certifications and Additional Information, Part 7A -Standing Offer, and Part 7B - Resulting Contract Clauses and the annex titled [Federal Contractors Program for Employment Equity - Certification](#).

### 1.3 Security Requirements

There is no security requirement applicable to this Standing Offer

### 1.4 Debriefings

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

## PART 2 - OFFEROR INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) 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.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The [2006](#) (2016-04-04) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of [2006](#), Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days

Insert: ninety (90) days

### 2.2 Submission of Offers

Offers must be submitted only to Library and Archives Canada (LAC) Business Center by the date, time and place indicated on page 1 of the Request for Standing Offers.

Due to the nature of the Request for Standing Offers, transmission of offers by facsimile or electronic mail to LAC will not be accepted.

### 2.3 Former Public Servant (To be completed by offeror)

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 FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror 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 offer 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 Offeror a FPS in receipt of a pension? **YES ( ) NO ( )**

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

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

By providing this information, Offerors agree that the successful Offeror'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 Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **YES ( ) NO ( )**

If so, the Offeror 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 - Request for Standing Offers**

All enquiries must be submitted in writing to the Standing Offer Authority no later than five (5) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by Offerors 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 Offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Offerors. Enquiries not submitted in a form that can be distributed to all Offerors may not be answered by Canada.

## **2.5 Applicable Laws**

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Quebec.

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



## PART 3 - OFFER PREPARATION INSTRUCTIONS

### 3.1 Offer Preparation Instructions

Canada requests that Offerors provide their offer in separately bound sections as follows:

Section I: Technical Offer (4 hard copies)

Section II: Financial Offer (1 hard copy)

Section III: Certifications (1 hard copy)

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

Canada requests that Offerors follow the format instructions described below in the preparation of their offer.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to that of the Request for Standing Offers.

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, Offerors 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 Offer**

In their technical offer, Offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

#### **Section II: Financial Offer**

Offerors must submit their financial offer in accordance with "Attachment 2 to Part 4". The total amount of Applicable Taxes must be shown separately.

**Section III: Certifications** Offerors must submit the certifications and additional information required under Part 5.

## PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

#### 4.1.1 Technical Evaluation

##### 4.1.1.1 Mandatory Technical Criteria

The evaluation must be conducted in accordance with Attachment 1 to part 4

##### 4.1.1.2 Point Rated Technical Criteria

The evaluation must be conducted in accordance with Attachment 1 to part 4

#### 4.1.2 Financial Evaluation

For the purposes of bid evaluation, Attachment 2 to Part 4 will be used. The Bidder must provide all-inclusive hourly rates for the Resources being proposed in accordance with the bid solicitation, for the initial contract period and option periods

Bidders meeting ALL Mandatory Requirements and achieving at least the required minimum percentage score for the Point-Rated Criteria will be evaluated on the basis of their Financial Proposal.

All of the information required in this section **MUST** appear in the Bidder's Financial Proposal ONLY. The Bidder's Financial Proposal **MUST** be submitted in a separate envelope from the Bidder's Technical Proposal. The Bidder's failure to comply with this condition will result in the Bidder's Proposal being declared non-compliant and being given no further consideration.

Within the Financial Proposal, Bidders **MUST** indicate the fixed hourly rates (\$CAD), for each initial contract period and for the option year periods of the Standing Offer Agreement (SOA).

The fixed all-inclusive hourly rates **MUST** be inclusive of all payroll, overhead costs and profits required for the proposed individual to complete the work. **Note:** Fixed hourly rates are not to be quoted as ranges.

The fixed all-inclusive hourly rates **MUST** exclude all applicable taxes, that is, the Goods and Services Tax (GST), Harmonized Sales Tax (HST) and/or the Quebec Sales Tax (QST). Any amounts for taxes will be added by LAC at time of Call-up; and

The fixed hourly rates **MUST** exclude all reimbursable expenses. Any amounts for travel, living, miscellaneous or other expenses, will be added by LAC at time of Call-up.

For financial evaluation purposes, the average of the fixed hourly rates quoted in the initial contract period and option periods will be used.

### 4.2 Formulas in Pricing Schedule

If the Pricing Schedule provided to bidders include any formulae, Canada may re-input the prices provided by bidders into a fresh table, if Canada believes that the formulae may no longer be functioning properly in the version submitted by a bidder.

### 4.3 Substantiation of Professional Services Rates

In Canada's experience, bidders will from time to time propose rates at the time of bidding for one or more categories of resources that they later refuse to honour, on the basis that these rates do not allow them to recover their own costs and/or make a profit. When evaluating the rates for professional services bids, Canada may, but will have no obligation to, require price support for any rates proposed (either for all or for specific resource categories). Examples of price support that Canada would consider satisfactory include:

- a) documentation (such as billing records) that shows that the Bidder has recently provided and invoiced another customer (with whom the Bidder deals at arm's length) for services similar to the services that would be provided by the relevant resource category, where those services were provided for at least one month and the fees charged are equal to or less than the rate offered to Canada (to protect the privacy of the customer, the Bidder may black out the customer's name and personal information on the invoice submitted to Canada);
- b) a signed contract between the Bidder and an individual qualified (based on the qualifications described in this bid solicitation) to provide services under the relevant resource category, where the amount payable under that contract by the Bidder to the resource is equal to or less than the rate bid for that resource category;
- c) a signed contract with a subcontractor who will perform the work under any resulting contract, which provides that the required services will be provided at a rate that is equal to or less than the rate bid for the relevant resource category (and where the resource meets all the qualifications described in this bid solicitation); or
- d) details regarding the salary paid to and benefits provided to the individuals employed by the Bidder qualified (based on the qualifications described in this bid solicitation) to provide services under the relevant resource category where the amount of compensation, when converted to a per diem or hourly rate (as applicable), is equal to or less than the rate bid for that resource category.

Once Canada requests substantiation of the rates bid for any resource category, it is the sole responsibility of the Bidder to submit information (either the information described in the examples above, or other information that demonstrates that it will be able to recover its own costs based on the rates it has proposed) that will allow Canada to determine whether it can rely, with confidence, on the Bidder's ability to provide the required services at the rates bid, while, at a minimum, recovering its own costs. Where Canada determines that the information provided by the Bidder does not demonstrate the Bidder's ability to recover its own costs in providing the relevant resource, Canada may declare the bid non-compliant, if the rate is at least **20%** of or lower than the median price bid by compliant bidders for the first year of the resulting contract for the relevant resource(s). Only the Firm Hourly Rates of proposals that are technically responsive will be considered.

### 4.4 Basis of Selection

1. To be declared responsive, an offer must:
  - a. comply with all the requirements of the Request for Standing Offers (RFSO); and
  - b. meet all mandatory technical evaluation criteria; and
  - c. obtain the required minimum of 62.5 (69.44%) points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 90 points."
2. Offers not meeting (a) or (b) or (c) above 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 70 % for the technical merit and 30 % for the price.

PART 4 – EVALUATION PRECODURES AND BASIS OF SELECTION

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 70 %
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30 %
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.

**Basis of Selection – Highest Combined Rating of Technical Merit (70%) and Price (30%)**

		Bidder 1	Bidder 2	Bidder 3
<b>Overall Technical Score</b>		<b>115/135</b>	<b>89/135</b>	<b>92/135</b>
<b>Bid Evaluated Price</b>		<b>\$55,000.00</b>	<b>\$50,000.00</b>	<b>\$45,000.00</b>
<b>Calculations</b>	<b>Technical Merit Score</b>	<b>115/135 x 70 = 59.63</b>	<b>89/135 x 70 = 46.15</b>	<b>92/135 x 70 = 47.70</b>
	<b>Pricing Score</b>	<b>45/55 x 30 = 24.55</b>	<b>45/50 x 30 = 27.00</b>	<b>45/45 x 30 = 30.00</b>
<b>Combined rating</b>		<b>84.18</b>	<b>73.15</b>	<b>77.70</b>
<b>Overall rating</b>		<b>1<sup>st</sup></b>	<b>3<sup>rd</sup></b>	<b>2<sup>nd</sup></b>

**ATTACHMENT 1 TO PART 4  
Technical evaluation**

**A. Technical evaluation**

Bidders must ensure that their proposal provides sufficient detail to allow LAC to assess its compliance with the following criteria and for LAC to review the proposal as specified in this RFSO. Bidders are solely responsible for providing sufficient information in their Offer to enable LAC to complete its evaluation. Selection and evaluation will be based on a “rules of evidence” approach, meaning that the bidder’s proposal is the sole demonstration of its capacity to complete the work described in this RFSO. No prior knowledge or experience with the bidder or the bidder’s work will be taken into consideration.

**A1. Mandatory criteria**

Bidders’ proposals MUST meet ALL of the Mandatory Requirements in order to be considered for further evaluation. Failure on the part of the Bidder to meet one or more of the mandatory requirements will result in the proposal being deemed non-compliant, and the proposal will then be rejected.

Mandatory criteria	Met	Not Met	Proposal reference
<p><b>M.1 Professional history and human resources</b></p> <p>The Bidder must demonstrate having been in the graphic design business for a minimum of two (2) calendar years prior to the closing date of this request for proposals (RFSO) by submitting a corporate curriculum vitae which demonstrates a minimum two (2) years’ experience, and by submitting individual résumés which demonstrate a minimum two (2) years’ experience for the following three (3) resources:</p> <ol style="list-style-type: none"> <li>1) Account Manager: plans project timelines, budgets, etc.</li> <li>2) Graphic Designer: designs products, etc.</li> <li>3) Layout Artist: prepares layout, makes file changes, etc.</li> </ol> <p>Résumés should include education, work experience, certifications, memberships and professional designations. The information provided with regard to this requirement will be used to evaluate rated criterion R.1 “Professional experience”.</p>			

Mandatory criteria	Met	Not Met	Proposal reference
<p><b>M.2 Examples</b></p> <p>The Bidder must submit at least one (1) final printed example (as specified below) of four (4) graphic designs completed in the past two (2) calendar years prior to the closing date of the RFP. At least one (1) of the four (4) examples must have been for a federal, provincial or municipal government department, Crown corporation or large company (minimum of 100 employees). Each example must be clearly labelled with the Bidder's name, example type, client name, and client contact information (name, telephone number and email address). The examples to be submitted must be:</p> <ol style="list-style-type: none"> <li>1) one (1) printed example of an annual report or brochure</li> <li>2) one (1) printed example of a poster or information kit (with inserts)</li> <li>3) one (1) printed example of the final design of a pop-up, backdrop, roll-up display or any combination of these</li> <li>4) one (1) example that may be a Web site or electronic design or an exhibit showing a series of products with a common visual theme</li> </ol> <p>Examples 1 and 2 are the final printed product and not a print-out of the final pre-print version.</p> <p>Example 3 is a printed version of the final design.</p> <p>Example 4 is a combination of final printed products, final printed design and CD or DVD, as appropriate.</p> <p>The examples provided for this requirement will also be used to evaluate rated criterion R.2, "Examples".</p>			
<p><b>M.3 Official languages</b></p> <p>Bidders must demonstrate their ability to present and complete projects in both Canadian official languages (English and French).</p> <p>To demonstrate this criterion, bidders must provide a sample of work in both Canadian official languages</p>			

**A2. Rated requirements**

Proposals found to meet ALL the mandatory requirements will be evaluated and point rated against the following criteria, using the evaluation factors and weighting indicators specified for each criterion. The evaluation carried out using these criteria will be based on a “rules of evidence” approach. In other words, LAC’s Evaluation Committee can evaluate a bidder only on the basis of the proposal submitted and NOT on its prior knowledge or experience with the bidder or the bidder’s work. It is the bidder’s responsibility to ensure that the proposal is complete, clear and provides sufficient detail to enable LAC’s Evaluation Committee to assess the proposal on the basis of the stated criteria.

**A3. Pass mark**

For their proposal to be considered responsive, bidders must meet all mandatory requirements and obtain a score of 69.44% of the total number of points for **each** rated criterion. The rated criteria will be scored out of 90 points.

Point rated criteria – 100 points	Rating factors	Maximum number of points	Minimum number of points required	Proposal reference
<p><b>R.1 Professional experience</b></p> <p>Bidders should clearly demonstrate the number of years* of experience in graphic design for each of the resources indicated below.</p> <p>*Each year represents a 12-month period.</p> <p>1) Account Manager 2) Graphic Designer 3) Layout Artist</p>	<p>The bidder’s response will be evaluated and rated on the basis of the following parameters:</p> <p>Each resource will be evaluated out of 10 points, based on the following scale:</p> <p>7.5 points for 2 to 3 years of experience.</p> <p>8.5 points for 3 to 4 years of experience.</p> <p>9.5 points for 4 to 5 years of experience.</p> <p>10 points for six years of experience or more.</p>	<p><b>30</b></p>	<p><b>22.5</b></p>	

<p><b>R.2 Examples</b></p> <p>The examples provided in criterion M.2, “Examples” will be used to evaluate this rated criterion. Bidders should provide and clearly indicate all the information requested, for the rated criteria.</p> <p>The Bidder should submit at least one (1) final printed sample (as specified below) of four (4) graphic designs completed in the past two (2) calendar years prior to the closing date of the RFSO. At least one (1) of the four (4) examples must have been for a federal, provincial or municipal government department, Crown corporation or large company (minimum of 100 employees). Each example must be clearly labelled with the Bidder’s name, example type, client name, and client contact information (name, telephone number and email address). The examples to be submitted are:</p> <ol style="list-style-type: none"> <li>1) one (1) printed example of an annual report or brochure</li> <li>2) one (1) printed example of a poster or information kit (with inserts)</li> <li>3) one (1) printed example of the final design of a pop-up, backdrop, roll-up display or any combination of these</li> <li>4) one (1) example that may be a Web site or electronic design or an exhibit showing a series of products with a common visual theme</li> </ol> <p>Examples 1 and 2 are the final printed product and not a print-out of the final pre-print version.</p> <p>Example 3 is a printed version of the final design.</p> <p>Example 4 is a combination of final printed products, final printed design and CD or DVD, as appropriate.</p>	<p>The total rating for each example (maximum of 10 points per example) will be combined to create the overall rating (maximum of 40 points).</p> <p>The following criteria will be used, with a maximum of one (1) point each:</p> <ol style="list-style-type: none"> <li>1. The example is clearly identified and includes all the elements requested.</li> <li>2. Effective use of white space and good balance. Layout is not cluttered or confusing.</li> <li>3. Text and copy are clear and readable.</li> <li>4. Typographic elements and character size and colour are tailored to the design and the product.</li> <li>5. Effective use of colours overall.</li> <li>6. Graphics are integrated into the text to support the message.</li> <li>7. Photos and images are well presented.</li> <li>8. Paper and media are well chosen and support the conceptual and typographic elements.</li> <li>9. The product format is appropriate.</li> <li>10. Concept is original and creative. Meaning, the concept is effective and it achieves the desired objective.</li> </ol>	<p style="text-align: center;"><b>40</b></p>	<p style="text-align: center;"><b>30</b></p>	
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Point rated criteria – 100 points	Rating factors	Maximum number of points	Minimum number of points required	Proposal reference
<p><b>R.3 Service and turnaround capacity</b></p> <p>Bidders should demonstrate their capacity to complete a graphic design project including many elements such as a 20-page magazine, a promotional campaign including a variety of products, etc. within tight deadlines (relative to the scope of the project) by providing the following information with regard to two (2) separate clients for which they have carried out graphic design work on an urgent basis:</p> <ol style="list-style-type: none"> <li>1) Client's name</li> <li>2) Client's contact information</li> <li>3) Project title</li> </ol>	<p>Service and turnaround capacity will be evaluated on the basis of discussions with the references provided.</p> <p>Expectations with regard to good service in carrying out an urgent project include returning calls within one (1) hour and the ability to integrate unexpected production changes within two (2) to four (4) hours. This delivery timeframe will be based on the contractor's time zone.</p> <p>The total rating for each client provided as a reference (maximum of 10 points each) will be combined to create the overall rating (maximum of 20 points). Points will be awarded in accordance with the following scale:</p> <p>A maximum of 10 points will be awarded per affirmative response.</p>	<p><b>20</b></p>	<p><b>10</b></p>	
<b>TOTAL POINTS</b>		<b>/90</b>	<b>62.5</b>	

**B. Selection**

Only acceptable proposals will be considered.

**The total price** indicated for years 1, 2 and 3 and the option years in each proposal will be divided by the score for the proposal in question. The proposal with the highest combined rating of technical merit and price will be deemed to be the highest rated proposal providing the best value for the Department.

In their proposals, bidders must indicate the maximum hourly rate (excluding applicable tax) for each service in the *Price list for graphic design services* sections. The maximum hourly rate provided by the contractor for the first three years and options of the standing offer will be used to calculate the bidder's maximum combined hourly rate.

**ATTACHMENT 2 TO PART 4  
Financial Evaluation**

The Bidder must complete the following financial Table and include it in its financial bid.

The Bidder must indicate its quoted firm all-inclusive hourly rate by responding to all of the Standing Offer initial and option periods within the Financial Table.

Services	Years	Hourly rate
1. <u>Creative consultation</u>  Consult clients, conduct research, plan product creation, etc.	Year 1	\$
	Year 2	\$
	Year 3	\$
	Option year 1	\$
	Option year 2	\$
2. <u>Project management and coordination</u> Manage and coordinate project, from start to finish and ensure compliance with quality standards, deadlines and visual requirements, including management of staff, sub-contractors, etc.	Year 1	\$
	Year 2	\$
	Year 3	\$
	Option year 1	\$
	Option year 2	\$
3. <u>Graphic design</u>  Develop visual concepts, according to instructions from persons responsible for creative direction, etc.	Year 1	\$
	Year 2	\$
	Year 3	\$
	Option year 1	\$
	Option year 2	\$
4. <u>Layout and production</u>  Page format, text layout, placement of graphics, etc.	Year 1	\$
	Year 2	\$
	Year 3	\$
	Option year 1	\$
	Option year 2	\$
5. <u>Photography</u>  On-site photography at events, conferences, etc. to take place at designated events within the NCR.	Year 1	\$
	Year 2	\$
	Year 3	\$
	Option year 1	\$
	Option year 2	\$
6. <u>Illustrations and computer enhancement</u>  Create, crop or enhance images, files, etc.	Year 1	\$
	Year 2	\$
	Year 3	\$
	Option year 1	\$
	Option year 2	\$
7. <u>Author's alterations</u>  Any changes, pre-approved by the Project Authority, to text or images which are not corrections to the contractor's work	Year 1	\$
	Year 2	\$
	Year 3	\$
	Option year 1	\$
	Option year 2	\$
<b>TOTAL BID PRICE: Total Average (total of column ÷ 35)</b>		\$

Full points (30/30) will be awarded to the Bidder with the lowest **Total Bid Price**. Fewer points will be awarded to all other Bidders based on the percentage differential of their **Total Bid Price** from that of the Bidder with the lowest **Total Bid Price**.

**Financial Score** =  $\frac{\text{Lowest TOTAL BID PRICE (\$)}}{\text{Bidder's TOTAL BID PRICE (\$)}} \times 30 \text{ points}$

## PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and additional information to be issued a standing offer.

The certifications provided by Offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

### 5.1 Certifications Required with the Offer

Offerors must submit the following duly completed certifications as part of their offer.

#### 5.1.1 Integrity Provisions - Declaration of Convicted Offences

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 Offeror must provide with its offer the required documentation, as applicable), to be given further consideration in the procurement process.

#### 5.1.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror 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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from Employment and Social Development Canada-Labour's website. Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

### 5.2. Additional Certifications Required Precedent to Issuance of a Standing Offer

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

#### 5.2.1 Status and Availability of Resources

SACC clause [M3020T](#) (2016-01-28) Status and Availability of Resources

## Attachment 1 to PART 5

### **FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION**

I, the Offeror, by submitting the present information to the Standing Offer Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare an offer non-responsive, or may set-aside a Standing Offer, or will declare a contractor in default, if a certification is found to be untrue, whether during the offer evaluation period, during the Standing Offer period, or during the contract period. Canada will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply with any request or requirement imposed by Canada may render the Offer non-responsive, may result in the Standing Offer set-aside or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\) – Labour's](#) website.

Date: \_\_\_\_\_(YYYY/MM/DD) (If left blank, the date will be deemed to be the RFSO closing date.)

Complete both A and B.

A. Check only one of the following:

- A1. The Offeror certifies having no work force in Canada.
- A2. The Offeror certifies being a public sector employer.
- A3. The Offeror certifies being a federally regulated employer being subject to the Employment Equity Act.
- A4. The Offeror certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.

A5. The Offeror has a combined workforce in Canada of 100 or more employees; and

- A5.1 The Offeror certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC-Labour.

**OR**

- A5.2. The Offeror certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to ESDC-Labour. As this is a condition to issuance of a standing offer, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- B1. The Offeror is not a Joint Venture.

**OR**

- B2. The Offeror is a Joint venture and each member of the Joint Venture must provide the Standing Offer Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)

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

### **A. STANDING OFFER**

#### **6.1 Offer**

**6.1.1** The Offeror offers to fulfill the requirement in accordance with the Statement of Work at Annex "A".

#### **6.2 Security Requirements**

**6.2.1** There is no security requirement applicable to the Standing Offer.

#### **6.3 Standard Clauses and Conditions**

All clauses and conditions identified in the Standing Offer and resulting contract(s) 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.

##### **6.3.1 General Conditions**

[2005](#) (2016-04-04), General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

#### **6.4 Term of Standing Offer**

##### **6.4.1 Period of the Standing Offer**

The period for making call-ups against the Standing Offer is from Standing Offer Award date to March 31, 2018.

##### **6.4.2 Extension of Standing Offer**

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for two (2) additional one (1) year periods, under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

##### **6.4.3 Delivery Points**

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

## 6.5 Authorities

### 6.5.1 Standing Offer Authority

The Standing Offer Authority is:

Geneviève Rioux  
Senior Contracting Officer  
Library and Archives Canada  
Financial Services, Procurement and DCFO  
550 de la Cité Blvd.  
Gatineau, Qc, K1A 0N4

Telephone: 343-998-1925  
Facsimile: 819-934-5263  
E-mail address: [Genevieve.Rioux@Canada.ca](mailto:Genevieve.Rioux@Canada.ca)

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

### 6.5.2 Project Authority

The Project Authority for the Standing Offer is: *[To be inserted at standing offer award]*

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_  
Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_  
E-mail address: \_\_\_\_\_

The Project Authority for the Standing Offer is identified in the call-up against the Standing Offer.

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up against the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

### 6.5.3 Technical Authority

The Technical Authority for the Contract is: *[To be inserted at standing offer award]*

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_  
Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_  
E-mail: \_\_\_\_\_.

The Technical Authority named above 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 Technical Authority, however the Technical 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.

**6.5.4 Offeror's Representative**

*[To be inserted at standing offer award]*

**6.6 Identified Users**

The Identified User authorized to make call-ups against the Standing Offer is: Library and Archives Canada.

**6.7 Call-up Procedures**

A call-up made against this Standing Offer shall form a contract only for those services that have been requested and provided always that such services are made in accordance with the provisions of this Standing Offer.

Call-ups against the resulting Standing Offer Agreement(s) will be awarded on a “**PROPORTIONAL BASIS**” for any particular project. A Call-up document detailing the work to be undertaken, and the time line for completion, will be issued when the need arises. The proportional basis method of allocation that will be used, depending on the number of successful offerors, is detailed below:

<b>Allocation of Work (Proportional basis)</b>				
	1 compliant Offeror	2 compliant Offerors	3 compliant Offerors	4 compliant Offerors
Highest ranked compliant Offeror	100%	60%	50%	50%
Second highest ranked compliant Offeror	n/a	40%	30%	25%
Third highest ranked compliant Offeror	n/a	n/a	20%	15%
Fourth highest ranked compliant Offeror	n/a	n/a	n/a	10%
	<b>100%</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>

LAC intends to award a minimum of one (1) to a maximum of four (4) standing offer agreements with qualified offerors.

The call-up will provide the Offeror with the following information:

- (a) the call-up number;
- (b) the Work to be performed;
- (c) the validity period;
- (d) the total dollar value.

The Offeror will be authorized to proceed with the Work specified by the issuance of a duly completed and signed Call-up against a Standing Offer. The Offeror must not commence any Work until it has received a call-up and that is signed by LAC.

## 6.8 Call-up Instrument

The Work will be authorized or confirmed by the Identified User using form PWGSC-TPSGC 942, Call-Up Against a Standing Offer.

## 6.9 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$25,000.00 (Applicable Taxes included). Individual call-ups against the Standing Offer Agreement (SOA) exceeding \$25,000.00 (including taxes) must be authorized by the SOA Authority.

No contractual agreement shall be deemed as binding until such time as a call-up against a resulting Standing Offer is awarded to any of the successful Offerors.

LAC does not guarantee any specific volume of work to be awarded to successful Offerors further to this Request for Standing Offers.

## 6.10 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$1,000,000.00 (Applicable Taxes included) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or two (2) months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

## 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 call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2016-04-04), General Conditions - Standing Offers - Goods or Services
- d) the supplemental general conditions 4007 (2010-08-16) Canada to Own Intellectual Property Rights in Foreground;
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) the Offeror's offer dated \_\_\_\_\_ (*insert date of offer*), (*if the offer was clarified or amended, insert at the time of issuance of the offer: "as clarified on \_\_\_\_\_" or "as amended on \_\_\_\_\_" and insert date(s) of clarification(s) or amendment(s) if applicable*).

## 6.12 Certifications and Additional Information

### 6.12.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will



constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

**6.12.2 SACC Manual Clauses**

M3020C (2016-01-28) Status of Availability of Resources – Standing Offer

**6.13 Applicable Laws**

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Quebec.

## **B. RESULTING CONTRACT CLAUSES**

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

### **6.1 Statement of Work**

The Contractor must perform the Work described in the call-up against the Standing Offer.

### **6.2 Standard Clauses and Conditions**

#### **6.2.1 General Conditions**

[2005](#) (2016-04-04), General Conditions - Standing Offers - Goods or Services, apply to and form part of the Contract.

#### **6.2.2 Supplemental General Conditions**

[4007](#) (2010-08-16) Canada to own Intellectual Property in Foreground Information

### **6.3 Term of Contract**

#### **6.3.1 Period of the Contract**

The period of the standing offer is from date of Standing Offer award date to March 31, 2020 inclusive

### **6.4 Proactive Disclosure of Contracts with Former Public Servants**

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

### **6.5 Payment**

#### **6.5.1 Basis of Payment**

Payment must be made in accordance with Annex "B" Basis of Payment.

#### **6.5.2 Limitation of Price**

SACC *Manual* clause [C6000C](#) (2011-05-16) Limitation of Price

#### **6.5.3 Electronic Payment of Invoices – Call-up**

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

- a. Direct Deposit (Domestic and International);

### **6.6 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

## PART 6 – STANDING OFFER AND RESULTING CONTRACT CLAUSES

the invoice is completed.

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
- b. a copy of the release document and any other documents as specified in the Contract;

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.

### **6.7 Insurance**

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Standing Offer 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 Standing Offer.

## **ANNEX "A"**

### **Statement of Work**

#### **1. Scope**

##### **1.1 Title**

Graphic Design Services – Library and Archives Canada

##### **1.2 Introduction**

The Communications Branch of Library and Archives Canada (LAC) produces a range of graphics-related products and requires graphic design services to support the achievement of its mandate.

To facilitate delivery of these services, LAC requires the expertise of businesses to provide such services, as required. LAC requires a list of contractors able and willing to provide quality services quickly and at a reasonable cost.

##### **1.3 Objectives of the requirement**

Expected results and deliverables for a project will be specified in individual call-ups against the standing offer, issued to meet needs as they arise. All source files must be returned to LAC at the end of each project.

##### **1.4 Background, assumptions and specific scope of the requirement**

#### **2. Requirements**

##### **2.1 Tasks, activities, deliverables and/or milestones (not necessarily limited to)**

The contractor must provide graphic design services, as required, in English or French, for the specified service elements, which may include:

###### **2.1.1 Project management for creative services**

Management of the project from concept development to final product, including consultations on creative aspects at the start of the project so as to understand the client's objectives, proposed art, technical directions, product selection, distribution, etc.

###### **2.1.2 Concept development, creative direction and graphic design**

Graphic design work, including overall project design (minimum of two (2) original concepts, depending on the project), adaptation of existing designs, colour schemes, font selection, photography, illustration concepts for covers and inside layouts and development of the draft and final comprehensives (mock-ups) for the project.

###### **2.1.3 Artistic creation**

Illustration services, including line illustrations, continuous tone illustrations, etc.

###### **2.1.4 Typography/text**

Selection of fonts for written material, using a combination of typefaces, point size, line length, line spacing and letter spacing as required for graphic design, illustration and layout (minimum of two (2) original concepts, depending on the project).

###### **2.1.5 Layout and production**

Finalization of all graphic design elements to be used by the Project Authority, the printer, the coordinator of exhibitions and displays and/or the Webmaster for production of the final product.

- 2.1.6 Creation of final mock-ups  
Preparation of electronic documents for printing, Web posting, etc.
- 2.1.7 Coordination of printing and output  
Assistance in determining print specifications, including paper selection and review of all proofs to ensure a quality final product (pre-press and proofing checks, overall print supervision), etc.
- 2.1.8 Final design product  
Delivery of all working and final files for print, electronic media, exhibitions, displays, etc.
- 2.1.9 Digital media and Web design  
Design of graphics for digital media, including Web sites, intranets, emails and smart phone applications, specialized software and online social media. An understanding is also required of how digital media, navigation mechanics, screen size, resolution limitations and e-commerce, among other things, affect design elements and the interrelationship of text, graphics, sound, video, animation, as well as interactivity and specific technologies (multiple platforms, server-supplied files and applications and uniform, seamless distribution). All Web graphics must comply with the Canada.ca Content Style Guide (<https://www.tbs-sct.gc.ca/hqw-cgf/oversight-surveillance/communications/csc-grc-eng.asp>).
- 2.1.10 Exhibit production  
Design and production of pop-up displays (maximum size of 8 feet by 10 feet), including procurement of materials.
- 2.1.11 Photography  
Access to suitable photographic services at market value, including studio and live-event photography, portraiture and journalistic-style photography, and the purchase of photographic images from commercial image banks.

### **Graphic design products**

The following product list provides examples of what the contractor may be required to design and produce (but not limited to):

- Visual identifiers (departmental corporate identity)
- Publications, including magazines, periodicals, newsletters, etc.
- Brochures and pamphlets
- Posters
- Information kits (kit in a folder with paper inserts, etc.)
- Supporting documents for a conference
- Books and inserts
- Reports, evaluations and policy documents
- Maps, graphs and tables
- Certificates and awards
- Signs and banners
- Cartoons
- Illustrations
- Exhibit and display design and production (including all related materials).
- Electronic media, including concept and graphic design for the Web and the intranet, PDF documents, electronic bulletins, electronic newsletters,

- presentations, etc.
- Word and PowerPoint templates
- Banners for the Web and social media
- Electronic posters
- Accessible PDF publications

The contractor will be provided with the details for each requirement at the time of the individual projects. Neither the contractor's logo or symbol nor any other logo or symbol may be included in the final designs. Licences and copyrights for all deliverables, including the graphic elements used in the concepts, in whole or in part, are the property of LAC's Communications Branch.

## **2.2 Specifications and standards**

Expected results and deliverables for a given project will be evaluated on the basis of the technical specifications listed in each call-up against the standing offer issued to meet specific requirements. All source files must be returned to LAC at the end of each project.

## **2.3 Computer equipment and software**

The contractor must use standard computer hardware to support and develop services and products compatible with LAC's requirements, and to update standard software and deliver the services and products described in the statement of work. LAC will not be responsible for the costs of the purchase and updating of the contractor's computer equipment and software. The contractor agrees to keep abreast of LAC's requirements using existing computer hardware and software.

LAC's Communications Branch normally uses the following software:

- PC Base
- Microsoft Office Suite (Word, PowerPoint)
- Adobe Creative Cloud Suite (InDesign, Illustrator, Photoshop, Premiere Pro, After Effects)
- Adobe Acrobat Pro

## **2.4 Quality assurance**

Employees of LAC's Communications Branch are responsible for assuring the quality of products and materials provided under this supply arrangement. To provide quality assurance, LAC employees meet with the contractor in advance to list project requirements, timeframes, target public and how the project fits into LAC's overall objectives. The contractor will implement all the necessary quality control procedures to deliver error-free components, including:

- quality assurance for services and final products
- quality assurance to ensure successful functionality and content transfer for Web sites
- quality assurance of changes to client-supplied typographic elements including word breaks in English and French and text reflow
- review of changes and corrections

To this end, LAC reserves the right to return or reject mock-ups, proofs, illustrations or final products which contain any of the following discrepancies caused by the supply arrangement holder:

- failure to follow project instructions

- failure to comply with the Treasury Board Federal Identity Program, the Canada.ca Content Style Guide or the Web Content Accessibility Guidelines
- errors or inconsistencies in the concordance of English and French texts or in coding
- failure to use software compatible with LAC's requirements, as specified at the start of the project
- damaged files or illustrations
- inadequate resolution in digitized images
- failure to meet agreed-upon deadlines

## **2.5 Design considerations**

All documents produced for LAC must comply with the Federal Identity Program, the corporate colour scheme and LAC's corporate identity rules. The use of these identifiers is governed by Government of Canada guidelines, which may be found at [www.tbs-sct.gc.ca/fip-pcim/man\\_e.asp](http://www.tbs-sct.gc.ca/fip-pcim/man_e.asp). All electronic documents must comply with the Canada.ca Content Style Guide (<https://www.tbs-sct.gc.ca/hgw-cgf/oversight-surveillance/communications/csc-grc-eng.asp>) and the Web Content Accessibility Guidelines (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=23601>).

## **2.6 Author's alterations**

Author's alterations should be avoided as far as possible. However, when such alterations are made, the alterations and the related changes must be shared in detail with the Project Authority, who will review them before making any changes. Payment will not be authorized for author's alterations which have not been pre-approved by the Project Authority.

## **2.7 Material supplied and returned**

All projects must, to the extent possible, be delivered with respect for the environment. The contractor will provide all completed projects and all draft material, as specified by the Project Authority, when all contract requirements have been completed. All original material provided (illustrations, electronic media, photographs) or created during delivery of a product or service is the property of LAC's Communications Branch and must be returned to the Project Authority at the end of the contract. The contractor will provide all working files for graphic design or Web development work upon completion of the contract requirements.

## **2.8 Location of work, work site and delivery point**

The contractor will carry out the requested work on its premises or those of a sub-contractor. The contractor will deliver the products specified in each contract to 550 Place de la Cité, Gatineau, Quebec, K1A 0N4, 3<sup>rd</sup> floor.

Given the workload and schedule, all personnel assigned to this standing offer must be willing to work in close and frequent collaboration with the Project Authority and other organization representatives.

## **2.9 Language of work**

The contractor must have the ability to present and complete projects in both Canadian official languages (English and French).

**3. Project schedule**

**3.1 Expected start and completion dates**

Specific timeframes will be set out in call-ups against the standing offer. It could sometimes be necessary to deliver a project on an “urgent” basis. An “urgent” project is defined as a project for which calls must be returned within one (1) hour and unexpected production changes must be integrated within two (2) to four (4) hours following the request. This delivery timeframe will be based on the contractor’s time zone. These terms and conditions will be discussed with the contractor in advance, to ensure compliance with requests and fair compensation.

**4. Departmental support**

LAC will provide examples, logos, templates, text to be inserted and LAC’s graphic designers can help if needed.



**ANNEX "B"**  
**BASIS OF PAYMENT**

**1. Basis of Payment**

- 1.1 In consideration of the Contractor satisfactorily completing its obligations under the call-up against the Standing Offer, the Contractor will be paid firm hourly rates as follows, for work successfully performed in accordance with the call-up against the Standing Offer, Goods and Services Tax and Quebec Sales Tax (GST/QST) or Harmonized Sales Tax (HST) is extra, as applicable:

**Price list for graphic design services**

<b>Services</b>	<b><u>Year 1</u></b> SO award to March 31, 2018	<b><u>Year 2</u></b> April 1, 2018 to March 31, 2019	<b><u>Year 3</u></b> April 1, 2019 to March 31, 2020	<b><u>Option year 1</u></b> April 1, 2020 to March 31, 2021	<b><u>Option year 2</u></b> April 1, 2021 to March 31, 2022
1. <u>Creative consultation</u> Consult clients, conduct research, plan product creation, etc.	\$/Hour	\$/Hour	\$/Hour	\$/Hour	\$/Hour
2. <u>Project management and coordination</u> Manage and coordinate project, from start to finish and ensure compliance with quality standards, deadlines and visual requirements, including management of staff, sub-contractors, etc.	\$/Hour	\$/Hour	\$/Hour	\$/Hour	\$/Hour
3. <u>Graphic design</u> Develop visual concepts, according to instructions from persons responsible for creative direction, etc.	\$/Hour	\$/Hour	\$/Hour	\$/Hour	\$/Hour
4. <u>Layout and production</u> Page format, text layout, placement of graphics, etc.	\$/Hour	\$/Hour	\$/Hour	\$/Hour	\$/Hour
5. <u>Photography</u> On-site photography at events, conferences, etc. to take place at designated events within the NCR.	\$/Hour	\$/Hour	\$/Hour	\$/Hour	\$/Hour
6. <u>Illustrations and computer enhancement</u> Create, crop or enhance images, files, etc.	\$/Hour	\$/Hour	\$/Hour	\$/Hour	\$/Hour
7. <u>Author's alterations</u> Any changes, pre-approved by the Project Authority, to text or images which are not corrections to the contractor's work	\$/Hour	\$/Hour	\$/Hour	\$/Hour	\$/Hour

## 1.2 Taxes

The estimated GST and QST or HST, as applicable, is included in the total estimated cost on page 1 of the call-up against the Standing Offer. The GST and QST or HST is not included in the call-up against the Standing Offer Price but will be paid by Canada as provided in the Invoice Submission. The Contractor agrees to remit to Canada Revenue Agency any amounts of GST and QST or HST paid or due.

## 2. Limitation of Expenditure

2.1 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 Standing Offer 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 Standing Offer Authority. The Contractor must notify the Standing Offer Authority in writing as to the adequacy of this sum:

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

whichever comes first.

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

## 3. Method of Payment

3.1 Canada will pay the Contractor upon completion and delivery of all the Work in accordance with the payment provisions of the call-up against the Standing Offer if:

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

## 4. Payment Period

4.1 Canada's standard payment period is thirty (30) days. The payment period is measured from the date an invoice in acceptable form and content is received in accordance with the call-up against the Standing Offer or the date the Work is delivered in acceptable condition as required in the call-up against the Standing Offer, whichever is later. A payment is considered overdue on the 31st day following that date and interest will be paid automatically in accordance with the interest on overdue accounts.

4.2 If the content of the invoice and its substantiating documentation are not in accordance with the call-up against the Standing Offer or the Work is not in acceptable condition, Canada will notify the Contractor within fifteen (15) days of receipt. The 30-day payment period begins upon receipt of the revised invoice or the replacement or corrected Work. Failure by Canada to notify the Contractor within fifteen (15) days will only result in the date specified in subsection 1 to apply for the sole purpose of calculating interest on overdue accounts.

**5. Invoice Submission**

5.1 Invoices must be submitted in the Contractor's name. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the call-up against the Standing Offer. Each invoice must indicate whether it covers partial or final delivery.

5.2 Invoices must show:

- (a) the date, the name and address of the client department, item or reference numbers, deliverable and/or description of the Work, Standing Offer number, Client Reference Number (CRN), Procurement Business Number (PBN), and financial code(s);
- (b) details of expenditures in accordance with the Basis of Payment, exclusive of Goods and Services Tax (GST) and Quebec Sales Tax (QST) or Harmonized Sales Tax (HST) (such as item, quantity, unit of issue, unit price, fixed time labour rates and level of effort, subcontracts, as applicable);
- (c) deduction for holdback, if applicable;
- (d) the extension of the totals, if applicable; and
- (e) if applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.

5.3 If applicable, the GST and QST or HST must be specified on all invoices as a separate item. All items that are zero-rated, exempt or to which the GST and QST or HST does not apply, must be identified as such on all invoices.

5.4 By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Standing Offer.