



**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 Services de Composition	
Solicitation No. - N° de l'invitation 4F001-170206/A	Date 2017-07-18
Client Reference No. - N° de référence du client 4F001-17-0206	
GETS Reference No. - N° de référence de SEAG PW-\$\$CW-020-73149	
File No. - N° de dossier cw020.4F001-170206	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2017-08-15	
Time Zone Fuseau horaire Eastern Daylight Saving Time EDT	
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: Werk(cw), Janet	Buyer Id - Id de l'acheteur cw020
Telephone No. - N° de téléphone (613) 998-3968 ()	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

Title: Office of the Commissioner for Federal Judicial Affairs Canada-Desktop Publishing/Typesetting

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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;
- 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, the Evaluation criteria, FCR Formatting standards and guidelines, Tolerance levels, and R.1 Typesetting/desktop publishing – sample instructions.

1.2 Summary

The Office of the Commissioner for Federal Judicial Affairs Canada (FJA) requires typesetting, page formatting and page layout services, preparation of page proofs, page corrections and pre-press related to each Part of the *Federal Courts Reports* (FCR). The page layout will be produced in in bilingual side by side format, and, depending on the component of the Part, with separate English and French pages.

The typesetting, page formatting and page layout required must follow the standards as set out in the *FCR Formatting Standards and Guidelines* (FCR Standards).

FJA also requires preparation of Portable Document Format (PDF) files for each component of the Part.

The Contractor must use Adobe InDesign CS5.5 or higher, Adobe Acrobat Professional and Microsoft Word 2010.

The period of the Contract is from award to 31/08/2020 with the irrevocable option to extend the term of the contract by 2 additional 1 year periods.

There is no security requirement associated with this requirement.

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

The requirement is subject to the provisions of the The Canadian Free Trade Agreement (CFTA).

This procurement is not subject to the Comprehensive Land Claims Agreement(s)

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.

1.4 Key Terms

For the purposes of this Request for Proposal and resultant contract the following definitions will apply:

Part: Each Part consists of reasons for judgment rendered along with headnotes (summaries) of reasons, printed in their entirety, and preliminary pages.

Volume: Each volume consists of four (4) Parts.

Typesetting: Setting up of supplied raw text for the body text, headnotes, footnotes and variable header text in the specified type font, style and size. Creation and set up of rules, pagination and paragraph numbers as per the FCR Standards provided by the Project Authority and samples from previous publications.

Page Formatting: Positioning of pagination, typeset text, spaces, creation and positioning of columns (English and French text in bilingual side by side format) and positioning of paragraph numbers in margins as per samples from previous publications.

Page Layout: Alignment of formatted paragraph numbers, pagination, variable header text, rules, text, columns and margins from page to page as per the FCR Standards provided by the Project Authority and samples from previous publications.

Raw Text: MS Word file of reasons for judgment as delivered by the Project Authority. It is the sole responsibility of the Contractor to create a final document that reflects the relative line spacing, text formatting and styles etc. as are in the original file sent by the Project Authority.

Author's Alterations: Changes to the content of the documents incorporated at the request of the Project Authority. Author's Alterations do not include corrections resulting from issues with the layout, hyphenation or formatting (use of bold, italic etc.) that did not exist in the original documents provided to the Contractor.

Contractor Error: Deviation from the FCR typesetting, page formatting and page layout requirements as specified in the Annex "A" Statement of Work and FCR Standards provided by the Project Authority and samples from previous publications. Errors include, but are not limited to, corrections resulting from issues with the spelling, hyphenation (line breaks) or formatting (use of bold, italic etc) that did not exist in the original documents provided to the Contractor or in the layout, alignment, spacing, etc. as specified in the Annex A Statement of Work and FCR Standards. Discrepancies of bold, italics, or underlining between the Contractor supplied proofs or final documents and the MS Word file of the raw text as sent by the Project Authority are considered Contractor Errors and must be corrected by the Contractor at no additional cost.

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 (2017-04-27) 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.

Public Works and Government Services Canada
Bid Receiving Unit
Portage III - Floor: 0B2
11 Laurier Street
Gatineau, Quebec K1A 0S5 courier postal code is J8X 4A6
Telephone: (819) 956-3370 Fax : (819) 997-9776

Due to the nature of the solicitation, submissions by fax 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 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 (janet.werk@tpsgc-pwgsc.gc.ca) **no later than ten (10) calendar days before bid closing**. Enquiries received after that time may not be answered.

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

2.5 Applicable Laws

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

Solicitation No. - N° de l'invitation
4F001-170206/A
Client Ref. No. - N° de réf. du client
4F001-170206

Amd. No. - N° de la modif.
File No. - N° du dossier
CW020. 4F001-170206

Buyer ID - Id de l'acheteur
CW020
CCC No./N° CCC - FMS No./N° VME

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 separate sections as follows:

Section I: Technical Bid (2 hard copies & 1 soft copy on a USB key*)

Section II: Financial Bid (1 hard copy & 1 soft copy on a USB key*)

Section III: Certifications (1 hard copy)

Section IV: Additional Information (1 hard copy)

* All sections may be saved on the same USB key but as separate files.

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 (Mandatory and rated requirements)

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

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

Section II: Financial Bid

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

3.1.2 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "C" 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 and additional information required under Part 5.

Section IV: Additional Information Precedent to Contract Award

3.1.3 Bidder's Proposed Site(s)

The Bidder must provide the full address(es) of the Bidder's site(s) or premises for which are required for Work Performance:

Location Street Number / Street Name, City, Province, Territory Postal Code	What work will be performed at this location?

3.1.4 List of Subcontractor(s)

If the Work includes the use of subcontractors, the names and locations of the subcontractors shall be listed as part of the bid with particulars of the Work to be performed or material to be purchased. The Contracting Authority is to be notified, in writing, of any changes to the list of subcontractors prior to their commencing the Work.

For the purposes of this clause, there is no requirement to report the purchase of off-the-shelf items and software and such standard articles and materials as are ordinarily produced by manufacturers in the normal course of business, or the provision of such incidental services as might ordinarily be subcontracted in performing the Work.

Subcontractors' name(s)	Location Street Number / Street Name, City, Province, Territory Postal Code	What work will be performed at this location?

3.1.5 Integrity Provisions – List of Names

All suppliers must submit the following information:

- i. suppliers that are corporate entities, including those bidding as joint ventures, must provide a complete list of the names of all current directors or, for a privately owned corporation, the names of the owners of the corporation;
- ii. suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, must provide a complete list of the names of all owners; or
- iii. suppliers that are a partnership do not need to provide a list of names.

If the list of names has not been received by the time the evaluation of bids is completed, the contracting authority will inform the supplier of a time within which to provide the information. Providing the required names is a mandatory requirement for award of a contract. Failure to provide the list of names within the time specified will render a bid, or the supplier otherwise disqualified for award of a contract.

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) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

See Annex D – Evaluation Grid

Bids not meeting the Mandatory Technical Criteria will be declared non-responsive and will not be evaluated further.

4.1.1.2 Rated requirements Criteria

See Annex D – Evaluation Grid

4.1.2 Financial Evaluation

The price of the bid will be evaluated in Canadian dollars, all applicable taxes excluded; FOB destination, Canadian customs duties and excise taxes included.

For evaluation purposes only, each price provided for in Annex B - Basis of Payment will be multiplied by the quantities stated in the Excel spreadsheet distributed with Annex B – Basis of Payment distributed by the Government Electronic Tendering Service (GETS). All the Items will be added to obtain the aggregate price. The Evaluated Price will include the aggregate price for the contract period and all the option periods.

4.1.2.1 Mandatory Financial Criteria

SACC Manual Clause A0220T (2013-04-25), Evaluation of Price

4.2 Basis of Selection

To be declared responsive, a bid must:

- (a) comply with all the requirements of the bid solicitation;
- (b) meet all mandatory evaluation criteria; and
- (c) obtain the required minimum 75 points for each technical criteria which are subject to point rating.

Bids not meeting (a) or (b) or (c) will be declared non-responsive. Neither the responsive bid that receives the highest number of points nor the one that proposed the lowest price will necessarily be accepted. The responsive bid with the lowest evaluated price per point 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 website](https://buyandsell.gc.ca/policy-and-guidelines/supply-manual/section/5#annex-5.1) <https://buyandsell.gc.ca/policy-and-guidelines/supply-manual/section/5#annex-5.1>.

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

5.1.3 Additional Certifications Precedent to Contract Award

5.1.3.1 Canadian Content Certification

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

5.1.3.1.2. This procurement is limited to Canadian services.

The Bidder certifies that:

() the service offered is a Canadian service as defined in paragraph 2 of clause A3050T.

5.1.4 Education and Experience

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed for the requirement is capable of performing the Work described in the resulting contract.

Signature

Date

5.1.5 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability.

Signature

Date

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

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

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

[2035](#) (2016-04-04), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

6.3 Security Requirements

6.3.1 There is no security requirement applicable to this Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of award to August 31, 2020 inclusive.

6.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year 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.

Canada may exercise this option at any time 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.

6.4.3 Comprehensive Land Claims Agreements (CLCAs)

The Contract is not subject to any Comprehensive Land Claims Agreement(s).

6.4.4 Delivery Points

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

6.5 Authorities

6.5.1 Contracting Authority

Janet Werk (or designated replacement)
Communication Procurement Directorate
Public Works and Government Services Canada
12th Floor, 360 Albert Street

Solicitation No. - N° de l'invitation
4F001-170206/A
Client Ref. No. - N° de réf. du client
4F001-170206

Amd. No. - N° de la modif.
File No. - N° du dossier
CW020. 4F001-170206

Buyer ID - Id de l'acheteur
CW020
CCC No./N° CCC - FMS No./N° VME

Ottawa, ON K1A 0S5 Telephone: 613-998-3968 E-mail: janet.werk@pwgsc-tpsgc.gc.ca

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

6.5.2 Project / Technical Authority

The Project/Technical Authority for the Contract is:

Name:	
Title:	
Organization:	Office of the Commissioner for Federal Judicial Affairs Canada
Address:	NCR

Telephone:	
Facsimile:	
E-mail address:	

In its absence, the Project/Technical Authority is:

Name:	
Title:	
Organization:	Office of the Commissioner for Federal Judicial Affairs Canada
Address:	NCR

Telephone:	
Facsimile:	
E-mail address:	

The Project/Technical 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 Invoice Authority

The Invoice Authority for the Contract is: (provided in the Contract)

6.5.4 Contractor's Representative (to be filled out)

Account/Project Manager		Back up to the Account/Project Manager and delivery follow up	
Name:		Name:	
Title:		Title:	
Telephone no.:		Telephone no.:	
Facsimile no.:		Facsimile no.:	
E-mail address:		E-mail address:	

Contractor's PBN:

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 Limitation of Expenditure

1. The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex B, to a limitation of expenditure of **\$xxx** Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

6.7.2 Method of Payment

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

6.7.2.1 SACC Manual Clauses

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

6.7.3 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

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

6.8.1 Invoices must be submitted on the Contractor's own invoice form and must be prepared to show:

- the date;
- name and address of the client department;
- deliverable and/or description of work;
- contract serial number;
- invoices must include a breakdown of the total cost (unit price for each service/item and quantities of each service/item produced - exclusive of the Goods and Services Tax (GST) or Harmonized Sales Tax (HST) as appropriate) and the amount of GST or HST, as appropriate, shown separately.
- The number of units and the sum indicated on the invoice must correspond to the total number of units requested.

6.8.2 Invoices must be distributed as follows:

(a) The original must be emailed to the Invoice Authority for certification and payment:

(b) One (1) copy must be forwarded to: janet.werk@tpsgc-pwgsc.gc.ca

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 Ontario.

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 2035 (2016-04-04) General Conditions - Higher Complexity - Services;
- (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 Inspection and Acceptance

The Project/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.

6.14 SACC Manual Clauses

THE FOLLOWING TERMS AND CONDITIONS ARE INCORPORATED HEREIN.

SACC Reference	Title	Date
P1009C	Author's Alterations	2007-11-30
P1014C	Quality Levels for Typesetting	2010-01-11

ANNEX "A" STATEMENT OF WORK

A.1 TITLE and OVERVIEW: Desktop publishing / Typesetting

Samples: Sample copies of a previous production are available in **PDF format from the *Federal Courts Reports*** section of the FJA Website at http://reports.fja-cmf.gc.ca/eng/full_volume.html.

Selected decisions rendered by the Federal Court and Federal Court of Appeal are published on a continuous basis in English and French in the official law report entitled the *Federal Courts Reports*. The *Federal Courts Reports* are published currently in 12 Parts per year divided into 4 Volumes. Each Part consists of various components, which will be described in this Annex. These Parts are published at a frequency of roughly once per month in paper and electronic format.

In order to publish these Parts, FJA requires typesetting, page formatting and page layout services, preparation of page proofs, page corrections and pre-press related to each Part of the *Federal Courts Reports*. The page layout will be produced in in bilingual side by side format, and, depending on the component of the Part, with separate English and French pages.

FJA also requires preparation of Portable Document Format (PDF) files for each component of the Part.

The Contractor must use Adobe InDesign CS5.5 or higher, Adobe Acrobat Professional and Microsoft Word 2010.

The Contractor must provide their own application software and reference materials to complete the desktop publishing requests. The software* that must be used will be defined by the Project Authority. Presently, the Contractor must use Adobe InDesign CS5.5 or higher, Adobe Acrobat Professional and Microsoft Word 2010 as follows:

Adobe InDesign CS5.5 or higher must be used for all page layout services. If higher versions are used, all files must be saved in a backwards compatible format.

Adobe Acrobat Professional must be used to send the proofs electronically via email to the Project Authority.

MS Word 2010 is the software in which the original files will be sent to the Contractor.

*The Project Authority reserves the right to change the software being used by the Contractor by giving 30 days advance notice.

A.2 TYPESETTING, PAGE FORMATTING AND PAGE LAYOUT

The typesetting, page formatting and page layout required must follow the standards as set out in the *FCR Formatting Standards and Guidelines* (FCR Standards) provided and demonstrated by the samples from previous productions (available at http://reports.fja-cmf.gc.ca/eng/full_volume.html). From time to time, FJA may make changes to any element described in the FCR Standards document (such as spacing between paragraphs) as well as to what is defined as standard text (such as names appearing in title pages) during the period of the Contract or the option periods.

The Contractor must prepare the typesetting, page formatting and page layout of each document provided (and halftones, as required), merge English and French text in bilingual side-by-side format, as required, add running head, counter numbers, folios, footnotes and endnotes, as required. Part 3 of each Volume contains additional Lists and Tables which are to be formatted according to the FCR Standards provided and will be discussed with the Contractor on an ongoing basis. Ongoing communication is

imperative because any of the sections that make up a Part, including the Lists and Tables and the styles may change at any time.

For each Part, the Contractor must prepare the typesetting, page formatting and page layout of the four basic sections as described below according to the FCR Standards provided. In addition, for the last Part of each Volume, the Contractor must prepare the typesetting and page formatting and page layout of the nine lists and cumulative tables.

Parts 1 and 2 of each Volume are made up of four basic sections* plus the front and back covers and spine:

1. Title page, Credits Page and Contents/Sommaire (Preliminary Pages)
2. Appeals Noted/Appels notés
3. Judgments
4. Digests/Fiches

*Additional sections may be added between the Appeals Noted and the beginning of the Judgments as required (e.g. errata, memoranda and other announcements).

Part 3 of each Volume is made up of the four sections identified above as well as the following nine lists and cumulative tables:

1. List of Judges/Liste des juges (NB: This is not the official title of the list)
2. Appeals noted/Appels notés
3. Table of cases reported in this volume/Table des décisions publiées dans ce volume
4. Contents of the volume/Table des matières du volume
5. Table of cases digested in this volume/Table des fiches analytiques publiées dans ce volume
6. Cases cited/Jurisprudence citée
7. Statutes and regulations cited/Lois et règlements cités
8. Treaties and other instruments cited/Traités et autres instruments cités
9. Authors cited/Doctrine citée.

The Contractor must review the text for formatting to ensure the requirements of the Project Authority are met.

Other services that must be provided by the Contractor if requested by the Project Authority:

- Incorporate halftone pictures, graphs or charts in the document;
- Scanning and page layout for pictures;
- Page layout for images, charts and graphs.

Because this layout will vary depending on the image, charts or graphs being published, this does not form part of the standards defined in the FCR Standards provided.

The Contractor may be required to format and compile two or more Parts simultaneously. The Contractor must perform the Work in accordance with the quality requirements described in the publication entitled "[Quality Levels for Typesetting](http://www.tpsgc-pwgsc.gc.ca/app-acq/documents/composition-typesetting-eng.pdf)" <http://www.tpsgc-pwgsc.gc.ca/app-acq/documents/composition-typesetting-eng.pdf>

A.3 PROOFS

A.3.1 Provide page proofs, revised page proofs and final proofs.

Proofs must be supplied in InDesign and PDF format and sent to the Project Authority for approval electronically following the procedures and naming conventions established by the Project Authority as discussed with the Contractor. The following steps **MUST** be followed:

1. All proofs **MUST** be exchanged electronically via e-mail.
2. For each section of a Part provided by FJA, an electronic proof (InDesign and PDF) must be sent to the Project Authority, via e-mail, for written approval within **five** working days of the Contractor being provided with the electronic file.
3. Proofs of each section of a Part are reviewed and approved individually. Once approved, the document will be considered delivered.
4. Proofs that are assessed by the Project Authority as containing multiple Contractor Errors may be returned to the Contractor for correction at no additional cost. Such files will be returned with an individual "Due by" date as determined reasonable by the Project Authority.

Given the volume of e-mails and files that are exchanged on a daily basis, FJA has created naming guidelines to assist with version control. The Contractor must follow these naming guidelines and use efficient information management practices.

All steps of this process are subject to change. The Contractor will receive a minimum of five days' notice prior to any change in the process taking effect.

Once all sections of each Part are prepared, they are published in print and electronic format. The electronic format can be viewed at <http://reports.fja-cmf.gc.ca/eng/index.html>. Samples of the print version can be obtained upon request to the Project Authority.

The Project Authority will work closely with the Contractor for the first Volume (Parts 1, 2 and 3) in order to orient and train the Contractor on the basic typesetting requirements of the different Parts. However, due to the nature of the publication and the often fluctuating layout of the documents received by the *Federal Courts Reports* and subsequently sent to the Contractor, frequent communication will be required for the duration of the Contract.

Note: Some of the work itemized in this ANNEX "A" may not be required for the duration of the Contract.

A.4 QUALITY CONTROL

The FJA Project Authority is responsible for reviewing and accepting the documents submitted by the Contractor.

The FJA will provide a three-month transition period to enable the Contractor to adjust to the formatting requirements. However, at the end of the transition period, any unsatisfactory documents may result in notification to the Contractor of unsatisfactory production and action being required.

The Contractor must ensure that the style and formatting guidelines have been followed prior to returning a document to the FJA Project Authority. The Contractor is responsible for all work produced under the Contract. The Contractor must review the typesetting, page formatting and page layout on each page before submitting the page proofs for approval. The Contractor must ensure that page proofs submitted to the FJA Project Authority for approval meet FJA's requirements

Should the FJA Project Authority decide that the level of services is not deemed acceptable; the Contractor will be advised in writing. Once corrective actions are taken, should services still not meet FJA's requirements, the FJA Project Authority will advise the Contracting Authority and the Contractor in writing and request that a different individual be assigned to do the desktop publishing. The FJA must then approve any replacement desktop publishers who will be expected to undergo the same screening as those for whom the original Contract was awarded.

A.5 AUTHOR'S ALTERATIONS

Author's Alterations are changes to the content of the documents incorporated at the request of the Project Authority. Author's Alterations do not include corrections resulting from issues with the layout, hyphenation or formatting (use of bold, italic etc.) that did not exist in the original documents provided to the Contractor.

A.6 RESPONSIBILITIES

The Contractor is responsible to provide their own application software and reference materials to complete the desktop publishing requests.

The FJA Project Authority is responsible for providing sample published decisions, style guides and other reference material pertaining to the particular styles and requirements of the *Federal Courts Reports*.

A.7 MATERIAL SUPPLIED:

The raw text will be provided to the Contractor as a PDF file by e-mail upon Contract award, as needed. The Contractor must allow time in their estimate for the verification of the files on the supplied media. The Contractor must contact the technical/project authority as well as the Contracting Authority immediately if the media varies from the description of the Materiel supplied as stated in the specifications.

A.8 COMPONENTS:

All original material supplied (electronic media) or created during production for any requirement is deemed to be property of Canada and must be returned at no cost after completion of the work. The Contractor is responsible for the delivery of components to the designated location (see below) which may differ from the delivery address or destination(s).

Office of the Commissioner for Federal Judicial Affairs Canada
Ottawa, Ontario K1A 1E3

A.9 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 this Annex "A" Statement of Work.

A.10 SUSTAINABLE DEVELOPMENT/GREEN PLAN:

In support of the Government of Canada's Sustainable Development Strategy, FJA is committed to the purchase of environmentally sound products that are of equal quality or better than the industry average.

Green procurement is the procurement of products and services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider the full life cycle of a product, including: raw material acquisition, production, manufacturing, packaging, distribution, operation, maintenance, disposal and re-

Solicitation No. - N° de l'invitation
4F001-170206/A
Client Ref. No. - N° de réf. du client
4F001-170206

Amd. No. - N° de la modif.
File No. - N° du dossier
CW020. 4F001-170206

Buyer ID - Id de l'acheteur
CW020
CCC No./N° CCC - FMS No./N° VME

use of the product or service. Green procurement encompasses the concept of the procurement of goods and services that provide for basic human needs and bring a better quality of life, while minimizing the use of non-renewable natural resources and toxic materials and the emission of wastes and pollutants over the life cycle, so as not to jeopardize the ability of future generations to meet their own needs.

The Contractor must make every possible effort towards supplying print services that are the result of environmentally sound processes, without detracting from the appearance of said items nor deviating from the stated specifications for quality, functionality, and durability.

ANNEX "B" BASIS OF PAYMENT

B.1 FIRM PRICES

The Bidder must submit firm all-inclusive prices, for typesetting, page formatting and page layout services, preparation of hard copy proofs, page corrections related to each Part of the *Federal Courts Reports* as described in Annex "A", Statement of Work. The page layout will be produced in bilingual side by side format, and, depending on the component of the Part, with separate English and French pages.

Prices are in Canadian funds, any and all applicable taxes extra.

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.

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 amounts. If the Bidder agrees, then the Basis of Payment will be considered compliant. However, if the Bidder disagrees, then the bid will be found non-compliant and no further evaluation will be done.

TRAVEL AND LIVING EXPENSES

The Crown will not accept any travel and living expenses incurred by any Contractor to satisfy the terms of any resulting contract.

BIDDERS MUST ENTER THEIR PRICES ON THE MS EXCEL SPREADSHEET PUBLISHED ON THE GOVERNMENT ELECTRONIC TENDERING SERVICE (<https://buyandsell.gc.ca/>) AND RETURN IT ON USB ALONG IN EXCEL FORMAT WITH A PRINT OUT OF THE COMPLETED ANNEX "B" BASIS OF PAYMENT WITH THEIR SUBMISSION.

The quantities for evaluation shown in the pricing grid are estimates for evaluation purposes only and are not a guarantee of the actual number of documents to be produced.

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.

Solicitation No. - N° de l'invitation
4F001-170206/A
Client Ref. No. - N° de réf. du client
4F001-170206

Amd. No. - N° de la modif.
File No. - N° du dossier
CW020. 4F001-170206

Buyer ID - Id de l'acheteur
CW020
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)

ANNEX "D" EVALUATION GRID

TECHNICAL EVALUATION - MANDATORY AND POINT RATED REQUIREMENTS

Work performed by Sub-Contractors will not be considered to meet the mandatory and point rated criteria.

During the evaluation no experience gained through internal clients will be accepted or reviewed. In the case of a Joint Venture, the Bidder must also identify which of the Joint Venture partners is responsible for each service.

For the purposes of the mandatory and point rated criteria the following definitions apply:

Bidder: refers to the company submitting the proposal. The Bidder submitting the proposal may, however, consist of several firms putting one proposal together as a contractual joint venture. A joint venture is an association of two or more parties who combine their money, property, knowledge, skills, time or other resources in a joint business enterprise agreeing to share the profits and the losses and each having some degree of control over the enterprise. In the case of a joint venture, the combined experience of the parties forming the joint venture will be considered in the evaluation of the experience 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.

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.

Typesetting/desktop publishing services: means performing typesetting, page formatting, and page layout as defined in Part 1, section 1.4 *Key Terms* of this Request for Proposal.

Supplied text/raw text: means unformatted text requiring typesetting/desktop publishing services to create the final publication.

Multipage: means more than 10 final text pages (5 [double] sided pages).

Publication: means a multipage document (like books, magazines, business reports). Publications may be printed on paper or can also be delivered via the Internet (online publications).

Legal or court style report:: means a publication that is formatted with paragraph numbers, pagination, variable header text, rules, text, columns and a consistent page layout from page to page. The legal or court style report may also include tables and lists and may be in English or French or be in a bilingual side-by-side format.

MANDATORY REQUIREMENTS

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

M.1. Typesetter/Desktop Publisher

M.1.1 Bidders must identify one (1) individual who will be assigned as the Typesetter/Desktop Publisher to perform the typesetting/desktop publishing services under the Contract.

M.1.1.a Bidders must provide the full name (first and last name) of the individual assigned as the

Typesetter/Desktop Publisher to perform the typesetting/desktop publishing work under the Contract.

M.1.2 The Typesetter/Desktop Publisher identified for M.1.1 must have obtained recent experience (beginning on or after June 30, 2012) as follows:

- i) performing typesetting/desktop publishing services for a minimum of three (3) different publications;
- ii) working with desktop publishing systems.

M.1.2.a Bidders must provide a detailed description of the publications identified for M.1.2.i).

Bidders must provide the following information for each of the (minimum of three [3]) different publications:

- the role of the Typesetter/Desktop Publisher identified for M.1.1 for the provision of the typesetting/desktop publishing services;
- the type of publication;
- the total number of pages typeset by the identified Typesetter/Desktop Publisher;
- the date(s) that the Typesetter/Desktop Publisher performed the typesetting/desktop publishing services (*month/year* or *from month/year to month/year* or *from month/year to present*) for the publication

M.1.2.b Bidders must provide a list of the desktop publishing systems that the identified Typesetter/Desktop Publisher has obtained experience working with starting on or after June 30, 2012

M.1.3 The Typesetter/Desktop Publisher identified for M.1.1 must have performed typesetting/desktop publishing services of supplied text for a publication in both official languages*

**for the purposes of M.1.3 "a publication in both official languages" can be separate English and French versions of the same publication, separate English and French publications, or a bilingual (English and French) publication.*

M.1.3.a Bidders must provide a brief description of the publication in both official languages* for which the Typesetter/Desktop Publisher performed typesetting/desktop publishing services from supplied text.

M.2. Corporate Experience

M.2.1 The Bidder must demonstrate that it has been contractually bound with an external client or with external clients (outside of the Bidder's own company) for a minimum of one (1) and up to three (3) contracts* to provide typesetting/desktop publishing services as described in the Annex "A" Statement of Work, in both English and French.

The Contract or Contracts **must** have been started or completed on or after June 30, 2012.

**The described contract or contracts must demonstrate all of the stated requirements of the M.2 mandatory criteria to be considered compliant with M.2. If the Bidder is submitting a description of one (1) contract that demonstrates all of the stated M.2 criteria, no additional contracts need to be described. The maximum number of contracts that can be provided to meet the stated M.2 criteria is three (3).*

M.2.1.a For each of the contracts described for M.2.1, the Bidder must provide a description of the typesetting/desktop publishing (typesetting, page formatting and page layout) requirements for the publication or publications.

- M.2.1.b For each of the contracts described for M.2.1, the Bidder must provide the client contact information (i.e. name of organization/business name).
- M.2.1.c For each of the contracts described for M.2.1, the Bidder must provide the Contract start or end date, (i.e. *April 2012 until present; April 2011 to June 2016, contract end date June 2016, contract start date June 2016*).
- M.2.2 For at least one (1) of the contracts described for M.2.1, the typesetting/desktop publishing services provided by the Bidder must have been or must be valued at a minimum of \$25,000.00 (including all applicable taxes) per year.
- M.2.2.a The Bidder must provide the total value (including applicable taxes) of the typesetting/desktop publishing services provided each year for the described contract.
- M.2.3 At least one (1) of the contracts described for M.2.1 must have been or must be for the provision of typesetting/desktop publishing services for a legal or court style report consisting of multiple volumes (more than one [1]) requiring consistent typesetting, page formatting and page layout between volumes.
- M.2.3.a The Bidder must provide a description of typesetting/desktop publishing requirements of the the legal or court style report including the requirements for:
- i) the typesetting of the supplied text,
 - ii) the page formatting and page layout of the text columns, paragraph numbers, pagination, headers, and rules, and
 - iii) a consistent page layout from page to page.
- M.2.3.b The Bidder must provide the number of volumes of the legal or court style report and a description of the requirements for consistent typesetting, page formatting and page layout between volumes.
- M.2.4 At least one (1) of the contracts described for M.2.1 must have included a requirement for the provision of typesetting/desktop publishing services in both official languages*
- * for the purposes of M..2.4 "typesetting/desktop publishing services in both official languages" can be the typesetting/desktop publishing of supplied text **performed under a single contract** for separate English and French versions of the same publication, separate English and French publications, or a bilingual (English and French) publication.*
- M.2.4.a The Bidder must provide a brief description of the contract requirements for the provision of typesetting/desktop publishing services in both official languages.

M.3. Typesetting /Desktop Publishing Sample

To demonstrate that the identified Typesetter/desktop publisher (named in M.1) has the ability to provide the typesetting/desktop publishing services as specified in the Annex "A" Statement of Work, the Bidder must submit the typesetting sample described in R.1.

- The R.1 Typesetting /Desktop publishing sample must be completed by the identified Typesetter/desktop publisher (named in M.1).
- This sample will be evaluated as per the details in R.1.
- Bidders must e-mail janet.werk@pwgsc-tpsgc.gc.ca to receive the test file that is required for the Bidder use to submit the R.1 Typesetting /Desktop publishing sample.

POINT RATED REQUIREMENTS

Work performed by Sub-Contractors will not be considered to meet the point rated requirements.

Only those proposals which first meet the Mandatory Requirements will be considered in the second stage of the evaluation, the Rated Requirements.

To be considered responsive, a proposal must obtain a minimum overall score of 75% for the R.1 point rated criterion.

The points allocated for selected criteria will be multiplied by the specified weighting factor (w.f.) where indicated in the R.1. Evaluation Grid.

R.1.Typesetting /Desktop publishing Sample

Maximum 100 points

Minimum 75 points

R.1.1 As specified in M.3 Bidders must demonstrate the ability of the identified Typesetter/desktop publisher to provide typesetting, page formatting and final page layout from raw text provided as an electronic file by completing the typesetting/page formatting and final page layout of the specified pages and providing clear laser copy output in the required font style, type sizes, page formatting and page layout as described in the FCR Standard and illustrated in the sample provided.

As specified in M.3 the individual identified in M.1 must complete the R.1 Typesetting/Desktop publishing sample.

The test file will contain raw text in MSWord 2010 (.docx) electronic file format.

The raw text supplied to the Bidder in the test file will contain all of the cues necessary for font size, italic, underlining etc. The font sizes in the raw text are not those which should be used but rather they are a guide to the variations in size. The FCR Standards outline the font size(s) to be used for the print publication.

R.1.1.1 The name of the person who completed this typesetting sample must be provided with the bid.

The Typesetting /Desktop publishing sample will be evaluated as follows:

R.1.1 Typesetting /Desktop publishing Sample	
Assessment of Criteria	Points
<p>a. Body Text to include all raw text: The Bidder's submitted test sample includes: 3 Points: all required text. 2 Points: a maximum of two (2) errors or omissions in all of the required text. 1 Point: a maximum of four (4) errors or omissions in all of the required text. 0 Points: more than four (4) errors or omissions in all of the required text.</p>	<p>/3 w.f. of 3 Total out of /9</p>

<p>b. Creation and Layout of Columns to match the FCR Standards:</p> <p>The Bidder's submitted test sample includes:</p> <p>3 Points: all required columns for the specified pages and all of the columns match the formatting and layout outlined in the FCR Standards and as illustrated in the sample provided from a previous production.</p> <p>2 Points: a maximum of one (1) error or omission in the required columns for the specified pages to match the formatting and layout outlined in the FCR Standards and as illustrated in the sample provided from a previous production.</p> <p>1 Point: a maximum of two (2) errors or omissions in the required columns for the specified pages to match the formatting and layout outlined in the FCR Standards and as illustrated in the sample provided from a previous production.</p> <p>0 Points: more than two (2) errors or omissions in the required columns for the specified pages to match the formatting and layout outlined in the FCR Standards and as illustrated in the sample provided from a previous production.</p>	<p>/3 w.f. of 3 Total out of /9</p>
<p>c. Creation of Rules to match the FCR Standards:</p> <p>The Bidder's submitted test sample includes</p> <p>3 Points: all required rules for the specified pages. All of the rules match the formatting and layout outlined in the FCR Standards and as illustrated in the sample provided from a previous production.</p> <p>2 Points: The Bidder's submitted test sample includes a maximum of one (1) error or omission in the required rules for the specified pages to match the formatting and layout outlined in the FCR Standards and as illustrated in the sample provided from a previous production.</p> <p>1 Point: The Bidder's submitted test sample includes a maximum of two (2) errors or omissions in the required rules for the specified pages to match the formatting and layout outlined in the FCR Standards and as illustrated in the sample provided from a previous production.</p> <p>0 Points: The Bidder's submitted test sample includes more than two (2) errors or omissions in the required rules for the specified pages to match the formatting and layout outlined in the FCR Standards and as illustrated in the sample provided from a previous production.</p>	<p>/3 w.f. of 3 Total out of /9</p>

<p>d. Pagination to follow the FCR Standards:</p> <p>The Bidder's submitted test sample includes:</p> <p>3 Points: all required pagination for the specified pages and all of the page numbers match the formatting and layout outlined in the FCR Standards and as illustrated in the sample provided from a previous production.</p> <p>2 Points: a maximum of one (1) error or omission in the required pagination for the specified pages to match the formatting and layout outlined in the FCR Standards and as illustrated in the sample provided from a previous production.</p> <p>1 Point: a maximum of two (2) errors or omissions in the required pagination for the specified pages to match the formatting and layout outlined in the FCR Standards and as illustrated in the sample provided from a previous production.</p> <p>0 Points: more than two (2) errors or omissions in the required pagination for the specified pages to match the formatting and layout outlined in the FCR Standards and as illustrated in the sample provided from a previous production.</p>	<p>/3</p>
<p>e. All paragraph numbers from raw text are included and match the formatting and layout outlined in the FCR Standards:</p> <p>The Bidder's submitted test sample includes:</p> <p>3 Points: all required paragraph numbers for the specified pages and all of the paragraph numbers match the formatting and layout outlined in the FCR Standards and as illustrated in the sample provided from a previous production.</p> <p>2 Points: a maximum of one (1) error or omission in the required paragraph numbers for the specified pages to match the formatting and layout outlined in the FCR Standards and as illustrated in the sample provided from a previous production.</p> <p>1 Point: a maximum of two (2) errors or omissions in the required paragraph numbers for the specified pages to match the formatting and layout outlined in the FCR Standards and as illustrated in the sample provided from a previous production.</p> <p>0 Points: more than two (2) errors or omissions in the required paragraph numbers for the specified pages to match the formatting and layout outlined in the FCR Standards and as illustrated in the sample provided from a previous production.</p>	<p>/3 w.f. of 3 Total out of /9</p>

<p>f. All underlining (including position in relation to type) from raw text is included and matches the formatting and layout outlined in the FCR Standards:</p> <p>The Bidder's submitted test sample includes:</p> <p>3 Points: all required underlining for the specified pages and all of the underlining matches the formatting and layout outlined in the FCR Standards and as illustrated in the sample provided from a previous production.</p> <p>2 Points: a maximum of one (1) error or omission in the required underlining for the specified pages to match the formatting and layout outlined in the FCR Standards and as illustrated in the sample provided from a previous production.</p> <p>1 Point: a maximum of two (2) errors or omissions in the required underlining for the specified pages to match the formatting and layout outlined in the FCR Standards and as illustrated in the sample provided from a previous production.</p> <p>0 Points: more than two (2) errors or omissions in the required underlining for the specified pages to match the formatting and layout outlined in the FCR Standards and as illustrated in the sample provided from a previous production.</p>	<p style="text-align: right;">/3 w.f. of 3 Total out of /9</p>
<p>g. Alignment from page to page of formatted rules, headers, columns and margins to match the formatting and layout outlined in the FCR Standards:</p> <p>3 Points: All of the alignment from page to page of formatted rules, headers, columns and margins in the Bidder's submitted test sample for the specified pages matches the formatting and layout outlined in the FCR Standards and as illustrated in the sample provided from a previous production.</p> <p>2 Points: The Bidder's submitted test sample includes a maximum of one (1) error in the alignment from page to page of formatted rules, headers, columns and margins for the specified pages to match the formatting and layout outlined in the FCR Standards and as illustrated in the sample provided from a previous production.</p> <p>1 Point: The Bidder's submitted test sample includes a maximum of two (2) errors in the alignment from page to page of formatted rules, headers, columns and margins for the specified pages to match the formatting and layout outlined in the FCR Standards and as illustrated in the sample provided from a previous production.</p> <p>0 Points: The Bidder's submitted test sample includes more than two (2) errors in the alignment from page to page of formatted rules, headers, columns and margins for the specified pages to match the formatting and layout outlined in the FCR Standards and as illustrated in the sample provided from a previous production.</p>	<p style="text-align: right;">/3 w.f. of 3 Total out of /9</p>

<p>h. Page Breaks follow the FCR Standards:</p> <p>3 Points: All of the page breaks included in the Bidder's submitted test sample for the specified pages match the formatting and layout outlined in the FCR Standards and as illustrated in the sample provided from a previous production.</p> <p>2 Points: The Bidder's submitted test sample includes a maximum of one (1) error in the required page breaks for the specified pages to match the formatting and layout outlined in the FCR Standards and as illustrated in the sample provided from a previous production.</p> <p>1 Point: The Bidder's submitted test sample includes a maximum of two (2) errors in the required page breaks for the specified pages to match the formatting and layout outlined in the FCR Standards and as illustrated in the sample provided from a previous production.</p> <p>0 Points: The Bidder's submitted test sample includes more than two (2) errors in the required page breaks for the specified pages to match the formatting and layout outlined in the FCR Standards and as illustrated in the sample provided from a previous production.</p>	/3
<p>i. Word Breaks and Hyphenation follow the FCR Standards:</p> <p>3 Points: All of the word breaks and hyphenation included in the Bidder's submitted test sample for the specified pages follow the FCR Standards and as illustrated in the sample provided from a previous production.</p> <p>2 Points: The Bidder's submitted test sample for the specified pages includes a maximum of one (1) error where the required word breaks and hyphenation does not follow FCR Standards and as illustrated in the sample provided from a previous production.</p> <p>1 Point: The Bidder's submitted test sample for the specified pages includes a maximum of two (2) errors where the required word breaks and hyphenation does not follow the guidelines contained in the FCR Standards and as illustrated in the sample provided from a previous production.</p> <p>0 Points: The Bidder's submitted test sample for the specified pages includes more than two (2) errors where the required word breaks and hyphenation does not follow the guidelines contained in the FCR Standards and as illustrated in the sample provided from a previous production.</p>	/3

<p>j. Type style (bold/italics) from raw text is included and follows the guidelines contained in the FCR Standards:</p> <p>3 Points: All of the type styles from the raw text are included in the Bidder's submitted test sample for the specified pages.</p> <p>2 Points: The Bidder's submitted test sample includes a maximum of one (1) error in the required type styles for the specified pages to match the raw text.</p> <p>1 Point: The Bidder's submitted test sample includes a maximum of two (2) errors in the required type styles for the specified pages to match the raw text.</p> <p>0 Points: The Bidder's submitted test sample includes more than two (2) errors in the required type styles for the specified pages to match the raw text.</p>	<p style="text-align: right;">/3 w.f. of 3 Total out of /9</p>
<p>k. Type sizes follow the guidelines contained in the FCR Standards and reflect the size variances indicated in the raw text:</p> <p>3 Points: All of the type sizes used in the Bidder's submitted test sample for the specified pages follow the FCR Standards and reflect the size variance indicated in the raw text.</p> <p>2 Points: The Bidder's submitted test sample includes a maximum of one (1) error in the required type sizes for the specified pages to follow the FCR Standards and reflect the size variance indicated in the raw text.</p> <p>1 Point: The Bidder's submitted test sample includes a maximum of two (2) errors in the required type sizes for the specified pages to follow the FCR Standards and reflect the size variance indicated in the raw text.</p> <p>0 Points: The Bidder's submitted test sample includes more than two (2) errors in the required type sizes for the specified pages to follow the FCR Standards and reflect the size variance indicated in the raw text.</p>	<p style="text-align: right;">/3 w.f. of 2 Total out of /6</p>
<p>l. Type face (fonts) follow the guidelines contained in the FCR Standards:</p> <p>3 Points: All of the type face (fonts) used in the Bidder's submitted test sample for the specified pages follows the FCR Standards and as illustrated in the sample provided from a previous production.</p> <p>2 Points: The Bidder's submitted test sample includes a maximum of one (1) error in the required type face (fonts) for the specified pages to follow the FCR Standards and as illustrated in the sample provided from a previous production.</p> <p>1 Point: The Bidder's submitted test sample includes a maximum of two (2) errors in the required type face (fonts) for the specified pages to follow the FCR Standards and as illustrated in the sample provided from a previous production.</p> <p>0 Points: The Bidder's submitted test sample includes more than two (2) errors in the required type face (fonts) for the specified pages to follow the FCR Standards and as illustrated in the sample provided from a previous production.</p>	<p style="text-align: right;">/3 w.f. of 2 Total out of /6</p>

<p>m. Spelling as required for the specified pages:</p> <p>1 Points: No spelling errors in the Bidder's submitted test sample for the specified pages (that were not included in the raw text).</p> <p>0 Points: The Bidder's submitted test document includes spelling errors (that were not included in the raw text).</p>	<p style="text-align: right;">/1 w.f. of 3 Total out of /3</p>
<p>n. Capitalization of text to match the raw text:</p> <p>3 Points: All capitalization of text included in the Bidder's submitted test sample for the specified pages matches the raw text.</p> <p>2 Points: The Bidder's submitted test sample includes a maximum of one (1) error in the capitalization of text for the specified pages to match the raw text.</p> <p>1 Point: The Bidder's submitted test sample includes a maximum of two (2) errors in the capitalization of text for the specified pages to match the raw text.</p> <p>0 Points: The Bidder's submitted test sample includes more than two (2) errors in the capitalization of text for the specified pages to match the raw text.</p>	<p style="text-align: right;">/3</p>
<p>o. Indentation of text to match the raw text and follow the FCR Standards:</p> <p>3 Points: All indentation of text included in the Bidder's submitted test sample for the specified pages match the formatting and layout of the raw text and follows the FCR Standards.</p> <p>2 Points: The Bidder's submitted test sample includes a maximum of one (1) error in the indentation of text for the specified pages to match the formatting and layout of the raw text and follow the FCR Standards.</p> <p>1 Point: The Bidder's submitted test sample includes a maximum of two (2) errors in the indentation of text for the specified pages to match the formatting and layout of the raw text and follow the FCR Standards.</p> <p>0 Points: The Bidder's submitted test sample includes more than two (2) errors in the indentation of text for the specified pages to match the formatting and layout of the raw text and follow the FCR Standards.</p>	<p style="text-align: right;">/3 w.f. of 3 Total out of /9</p>
<p>Comments:</p>	

R.1.1 Typesetting /Desktop publishing Sample: TOTAL POINTS OBTAINED: _____ / 99

R.1.1.1 Name of the typesetter/desktop publisher who performed the work on the submitted R.1 Typesetting /Desktop publishing sample	
Assessment of Criteria	Points
0 points: No Name provided or The person who performed the typesetting /desktop publishing services on the R.1 Typesetting /Desktop publishing sample is not the same person identified in M.1 1 Point: The Bidder has provided the name of the Typesetter/desktop publisher who performed the work on the submitted R.1 Typesetting /Desktop publishing sample. The person who performed the typesetting /desktop publishing services on the R.1 Typesetting /Desktop publishing sample is the same person identified in M.1	/1
R.1.1.1 Typesetting /Desktop publishing Sample: TOTAL POINTS OBTAINED: _____ / 1	

R.1.TYPESSETTING /DESKTOP PUBLISHING SAMPLE:
TOTAL POINTS OBTAINED: _____ / 100

ANNEX "E" FCR FORMATTING STANDARDS AND GUIDELINES (FCR Standards).

FCR = *Federal Courts Reports*

Short Title = FRC Standards

FCR Formatting Standards:

- 1) Part 1 of every Volume begins on a page 3.
- 2) The first judgment for every other Part begins on an odd numbered (right facing) page sequential to the last page of the preceding Part.
- 3) Page numbers for the Digest/Fiches analytiques are preceded by D-/F-.
- 4) Digests/Fiches analytiques in Part 1 begin on page D-1/F-1 and on an odd numbered (right facing) page sequential to the preceding Part for Parts 2 and 3.
- 5) Appeals Noted pages are numbered with upper case Roman numerals and begin on page "I" (except for Part 3 when they are moved to the back of the book and follow the sequence of the Tables).
- 6) Tables begin on page "I"
- 7) The running head for all pages follows these rules:
 - a) is in French for all odd numbered (right facing) pages;
 - b) is in English for all even numbered (left facing) pages;
 - c) has the year, volume # and F.C.R./R.C.F. at the left margin;
 - d) has the Indexed As of the decision in the centre; and
 - e) has the page number at the right margin.
- 8) Each new section of a Part begins on an odd numbered (right facing) page.

Exceptions are:

 - a) additions to the front of the book (memoranda, erratum etc.) which may be on a left facing page.
 - b) judgments within a Part (other than as noted in item 2) above).
- 9) Each judgment begins at the top of a new page.
- 10) All endnotes in the Word file provided **must** appear as footnotes in the bilingual side-by-side version of the decision.
- 11) Normal kerning **must** be used.

FCR Formatting Guidelines:

- 1) Excessive hyphenation is unacceptable.
- 2) Hyphens cannot be inserted in proper nouns.

- 3) Double hyphenation is not acceptable.
eg. "non-commercial" can only be separated at the existing hyphen
- 4) The last word of a page must never be hyphenated.
- 5) A hyphenated word must have a minimum of three letters on the following line.
- 6) Widow and orphan lines of text are unacceptable. (Individual words on a separate line at the end of a paragraph is acceptable)
- 7) A person's abbreviated title (Mr., Mrs., Dr. etc.) **must** remain on the same page as the person's name and **should** remain on the same line.
- 8) Excessive white space at the bottom of a page is unacceptable.
- 9) As much as possible, the title of a section or a heading should not end a page (this must be balanced with the requirement not to leave excessive white space at the bottom of a page – see 6) above).
- 10) If a table with a heading flows onto multiple pages, the header row must appear at the top of each page.

FCR InDesign Formatting Standard

Judgments

Page Setup:

Page Width: 8.125 in
Page Height: 9.750 in
Columns: 2
Gutter: 0.205 in
Left margin: 0.875 in
Right margin: 0.875 in
Top margin: 1.225 in (for text box—headnote, judgment)
Bottom margin: 0.875 in (maximum—the text can end before as required)

Running Head:

Stroke: 0.945 in from top of page, 0.75 pt
Case name: 0.121 in above stroke, 10 pt, small caps, centred
(v. = even page number; c. = odd page number)
Volume: 0.121 in above stroke, 10 pt, inner corner
([20XX] Y F.C.R. = even page number;
[20XX] Y R.C.F. = odd page number) (Y = volume #)
Page number: 0.121 in above stroke, 10 pt, outer corner (volume starts on page 3)

Text: (in order of appearance in the file)

(1) Headnote

Docket: 10 pt, leading 12.5 pt, aligned right
Neutral cite: 10 pt, leading 12.5 pt, aligned right
Style of cause: 10 pt, leading 12 pt, bold
Party: 10 pt, leading 12 pt, party = italics
Indexed as: 9.75 pt, leading 11 pt, small caps, bold, italics
Court: 10 pt, leading 12 pt
Captions: 9 pt, leading 10.27 pt, first line indent 0.125 in, italics
Headnote: 9 pt, leading 10.27 pt, first line indent 0.125 in
*Space between these items: one blank line.

(2) Statutes and Regulations

Title: 8 pt, leading 10.5 pt, indent 0.125 in, all caps
Statutes list: 9 pt, leading 10.27 pt, indent 0.25 in, hanging -0.087 in

(3) Treaties and Other Instruments Cited

Title: 8 pt, leading 10.5 pt, indent 0.125 in, all caps
Treaties list: 9 pt, leading 10.27 pt, indent 0.25 in, hanging -0.087 in

(4) Cases Cited

Title: 8 pt, leading 10.5 pt, indent 0.125 in, all caps
Subtitles: 7.2 pt, leading 10 pt, indent 0.217 in, all caps
Cases list: 9 pt, leading 10.27 pt, indent 0.217 in

(5) Authors Cited

Title: 8 pt, leading 10.5 pt, indent 0.125 in, all caps
Authors list: 9 pt, leading 10.27 pt, indent 0.312 in, hanging -0.087 in

(6) History of the case

"APPLICATION, APPEAL, MOTION, etc.": 10 pt, leading 12 pt, first line indent 0.125 in

(7) Appearances and Solicitors of Record

Appear. title: 8 pt, leading 10.5 pt, indent 0.125 in, all caps
Appear. list: 10 pt, leading 11.5 pt, indent 0.25 in
Solicitors' title: 8 pt, leading 10.5 pt, indent 0.125 in, all caps
Solicitors' list: 10 pt, leading 11.5 pt, indent 0.25 in
*Space before each title: 0.259 in
*Space before each subtitle: 0 in
*Space after each title/subtitle: 0.0833 in

(8) Reasons

Language: 10 pt, leading 12 pt, tab 0.125 in, italics

Judge: 10 pt, leading 12 pt, tab 0.125 in, small caps

Title: 10 pt, leading 12 pt

Judgment: 10 pt, leading 12 pt, paragraph tab 1-9 = 0.315 in / 10+ = 0.375 in

Quote: 9 pt, leading 10.27 pt, left and right indent 0.125 in

Statute: 9 pt, leading 10.27 pt, left and right indent 0.125 in

Marginal note: 7 pt, leading 8 pt, left and right indent 0.125 in

→ Indents (first line or full) – Level 1: 0.125 in

→ Indents (first line or full) – Level 2: 0.25 in

→ Indents (first line or full) – Level 3: 0.375 in

*Space between each item: one blank line, except before titles where there should be two.

(9) Table of Contents

Title – Level 1: 10 pt, leading 12 pt, right indent 0.5413 in

Title – Level 2: 10 pt, leading 12 pt, left indent 0.125 in, right indent 0.5413 in

Title – Level 3: 10 pt, leading 12 pt, left indent 0.25 in, right indent 0.5413 in

Title – Level 4: 10 pt, leading 12 pt, left indent 0.375 in, right indent 0.5413 in

Page/Par. Nos.: 10 pt, leading 12 pt, aligned right, right indent 0.5413 in

*Insert leading dots after each title

Note: The English and the French elements must be aligned with each other.

ANNEX "F" TOLERANCE LEVELS

The following information will be applicable for work performed under the Contract

Contractor Error: Deviation from the FCR typesetting, page formatting and page layout requirements as specified in Annex "A" Statement of Work and *FCR Formatting Standards and Guidelines* (FCR Standards) provided by the Project Authority and samples from previous publications. Errors include, but are not limited to, corrections resulting from issues with the spelling, hyphenation (line breaks) or formatting (use of bold, italic etc.) that did not exist in the original documents provided to the Contractor or in the layout, alignment, spacing, etc. as specified in Annex "A" Statement of Work and the FCR Standards.

FCR Tolerance Level for Contractor Errors

Contractor Errors must not exceed **20%** based on the number of pages containing Contractor Errors and the number of pages for each document.

FCR Tolerance Levels for Typesetting, Page Formatting and Page Layout apply at all stages for approval from initial to final proofs. The following calculations will not be performed on every file that is submitted but rather on any and all files that, once reviewed, are deemed on a cursory level to have too many contractor errors. At such time a formal review will be undertaken using the Performance Rating Form and the results sent to the contractor as per A.4 Quality Control.

Calculation of FCR Tolerance Level for Contractor Errors

The FCR Tolerance Level for Contractor Errors for each document is calculated as follows:

$$\begin{array}{r} \text{Number of Pages in} \\ \text{the Document} \end{array} \times 20\% = \begin{array}{r} \text{Document Tolerance Level for} \\ \text{Contractor Errors} \end{array}$$

*Rounded up to the next integer if there are any non-zero decimals.

The number of pages in excess of the 20% FCR Tolerance Level for Contractor Errors will indicate that the document submitted was below that quality expected for this contract. Canada reserves the right to terminate this contract should the issue persist and that more than 10% of files submitted be deemed below acceptable quality level.

For evaluation purposes, errors will be categorized as major or minor (see the table on the next page) where a major error is worth one page and a minor error is worth half a page

For Example:

If a 30 page document has 3 major errors and 2 minor errors the calculation would be as follows:

30 pages x 20% = 6. Therefore, the FCR Tolerance Level is 6 pages for Contractor Errors.

3 major errors = 3 pages.

2 minor errors = 1 page

The total number of pages with errors is 4 and this file passes.

PERFORMANCE RATING FORM

This form will be used on any and all files that, once reviewed, are deemed on a cursory level to have too many contractor errors, thereby requiring a formal evaluation.

		Contractor Performance Report	
		_____/_____/_____ (DD/MMM/YYYY)	
Date electronic file(s) supplied to Contractor:		(DD/MMM/YYYY)	
Required by date(s):		(DD/MMM/YYYY)	
Completion date:		(DD/MMM/YYYY)	
Brief Description of requirement:			
Type of document (i.e. Judgment)			
Number of pages:		FR:	EN:
		Ratings: Indicated by a yes or no response if the Contractor's performance complied with the requirements as stated in the Statement of Work	
Category A) Schedule			Timeline Met?
Page Proofs:	For MS Word files, page proofs, in InDesign and PDF, were sent electronically to the FCR Project Authority for approval within five working days.		Yes No
Corrections:	For PDF Files revised page proofs were sent electronically to the FCR Project Authority for approval within three working days or the number of days specified for that particular file.		Yes No Not applicable
Category B) Errors as per the Evaluation Grid and requirements of Annex "A" Statement of Work			

Item Evaluated	Major or Minor	Page # where error was found	Equivalent # of pages
a. Body Text to include all raw text	Major		
b. Creation and Layout of Columns to match the FCR Standards	Major		
c. Creation of Rules to match the FCR Standards	Major		
d. Pagination to follow the FCR Standards	minor		
e. All paragraph numbers from raw text are included and match the formatting and layout outlined in the FCR Standards	Major		
f. All underlining (including position in relation to type) from raw text is included and matches the formatting and layout outlined in the FCR Standards	Major		
g. Alignment from page to page of formatted rules, headers, footers, columns and margins to match the formatting and layout outlined in the FCR Standards	Major		
h. Page Breaks follow the FCR Standards	minor		
i. Word Breaks and Hyphenation follow the FCR Standards	minor		
j. Type style (bold/italics) from raw text is included and follows the guidelines contained in the FCR Standards	Major		
k. Type sizes follow the guidelines contained in the FCR Standards	minor		
l. Type face (fonts) follow the guidelines contained in the FCR Standards	minor		
m. Spelling as required for the specified pages	minor		
n. Capitalization of text to match the raw text	minor		
o. Indentation of text to match the raw text and follow the FCR Standards	Major		
Evaluated By:	Date:		

Scoring specifications (used in conjunction with the Performance Rating Form)

Item Evaluated	How item is evaluated
a. Body Text to include all raw text	Any omission of a word or paragraph counts as an error.
b. Creation and Layout of Columns to match the FCR Standards	Any column that is not laid out to match the FCR Standards counts as 1 error. If the same column error appears on multiple pages in sequence, it is considered the same 1 error. However, if the problem appears on non-sequential pages, each new page with the error will count as an additional error
c. Creation of Rules to match the FCR Standards	Any rules that do not match the FCR Standards count as one error. If the same rule error appears on multiple pages in sequence, it is considered the same 1 error. However, if the problem appears on non-sequential pages, each new page with the error will count as an additional error
d. Pagination to follow the FCR Standards	Any page number that does not match the FCR Standards counts as 1 error. If the sequential numbering of pages is correct (taking into account the initial error) then it counts as only one error. However, if the problem appears on non-sequential pages, each new page with the error will count as an additional error
e. All paragraph numbers from raw text are included and match the formatting and layout outlined in the FCR Standards	Any paragraph numbers ([#]) that are missing or in an order that differs from that of the raw text counts as one error. If the sequential numbering of paragraphs is correct (taking into account the initial error) then it counts as only one error. However, if the problem appears on non-sequential paragraphs, each new paragraph with the error will count as an additional error
f. All underlining (including position in relation to type) from raw text is included and matches the formatting and layout outlined in the FCR Standards	All incidents of missing underline in one paragraph counts as 1 error.

<p>g. Alignment from page to page of formatted rules, headers, columns and margins to match the formatting and layout outlined in the FCR Standards</p>	<p>Alignment of English and French text – the first paragraph in a series will count as one error – once alignment is correct again, the next error of alignment will count as the second error etc.</p> <p>Headers – incorrect Header in English is one error and in French is another error. Any non-sequential errors in headers will count as additional errors.</p> <p>Footnotes – incorrect Footnotes in English is one error and in French is another error. All footnotes in each language on the same page count as the same error.</p>
<p>h. Page Breaks follow the FCR Standards</p>	<p>Words that are split across pages, widowed or orphaned sentences count as individual errors.</p>
<p>i. Word Breaks and Hyphenation follow the FCR Standards</p>	<p>Each incident of double hyphenation is one error.</p> <p>Each paragraph with excessive hyphenation is one error.</p>
<p>j. Type style (bold/italics) from raw text is included and follows the guidelines contained in the FCR Standards</p>	<p>All incidents of missing bold or italics in the same paragraph counts as one error.</p>
<p>k. Type sizes follow the guidelines contained in the FCR Standards</p>	<p>Each paragraph (or series of paragraphs in the case of a long quote) with the wrong font size is one error.</p> <p>Any incidence of an isolated word, character or series of characters with the wrong font size counts as one error.</p>
<p>l. Type face (fonts) follow the guidelines contained in the FCR Standards</p>	<p>Any incident of the wrong font counts as one error.</p>
<p>m. Spelling as required for the specified pages</p>	<p>Any spelling error that is not contained in the Raw Text counts as one error.</p>
<p>n. Capitalization of text to match the raw text</p>	<p>Any capitalization that differs from that in the Raw Text counts as one error.</p>

<p>o. Indentation of text to match the raw text and follow the FCR Standards</p>	<p>Each paragraph (or series of paragraphs in the case of a long quote) with the wrong indentation is one error.</p> <p>In the case of sections with a variety of indentations within the same series of paragraphs – each error in changing indentation for a paragraph will count as a separate error.</p>
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Annex "G" R.1 Typesetting/Desktop Publishing - Sample instructions

This test for the typesetting sample was created specifically for the RFP to provide typesetting services with respect to the *Federal Courts Reports*. See annex "A" "E" and "F" for more information about the requirement being tested.

R1 = Typesetting/Desktop Publishing sample.

Documentation

In order to complete the tests you should have received the following documents:

- 1) Page Formatting Test
 - a. Testing - T-940-89 - EN.docx
 - b. Testing - T-940-89 - FR.docx
- 2) *FCR Formatting Standards and Guidelines* (FCR Standards)
- 3) Sample of already published document (for more examples please consult the FCR Web site at <http://reports.fja-cmf.gc.ca/eng/index.html>).

Page Formatting Test

Please note that the documents provided are a compilation of several documents in order to incorporate a wide sample of the formatting challenges you are likely to face. The text is therefore not cohesive; your concern however is not what the content is but rather how the content looks in the final product. The formatting (i.e. paragraph indentation, font size, italics, bold etc.) should follow the patterns that are in the Word document provided while using the formatting standards provided in the FCR Standards.

The documents *Test - T-940-89 - EN.docx* and *Test - T-940-89 - FR.docx* must be combined to form a single bilingual side by side document as per the samples provided. The new document must follow the FCR Standards and in particular the section entitled "FCR InDesign Formatting Requirements".

Submission

Upon completion, print and electronic (InDesign CS5.5) versions of the documents must be submitted as per *RFP 4F001-170206/A*. All tests will be scored as per the evaluation grid in this *RFP 4F001-170206/A*. If **any of the documents listed in the Documentation section above** has not been received, please email the Contracting Authority:

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