



**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**

<b>Title - Sujet</b> Laminated Certificates and Frames	
<b>Solicitation No. - N° de l'invitation</b> EP490-180293/A	<b>Date</b> 2017-09-06
<b>Client Reference No. - N° de référence du client</b> EP490-18-0293	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$CW-035-73379	
<b>File No. - N° de dossier</b> cw035.EP490-180293	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2017-10-18</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Buck(CW Div.), Daniel	<b>Buyer Id - Id de l'acheteur</b> cw035
<b>Telephone No. - N° de téléphone</b> (613) 998-8582 ( )	<b>FAX No. - N° de FAX</b> (613) 991-5870
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA Phase III, Place du Portage 11 Laurier Street GATINEAU Quebec K1A0S5 Canada	

**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

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

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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 Instruments, and the Evaluation grid.

### **1.2 Summary**

Public Services and Procurement Canada–Human Resources Branch, Recognition Program (PSPC-HRB) is responsible for provision Public Servant recognition. As a part of these responsibilities PSPC-HRB provides a retirement certificate for all Public Servants. These certificates are laminated or framed. Recognition certificates are also provided and can be framed or laminated.

The Contractor must provide the required services to the PSPC-HRB - during the working hours. Core business hours are from 8 a.m. to 5 p.m. Monday to Friday.

The period of the Contract will be from date of award to March 31, 2020, with the option to extend two (2) one (1) year periods under the same terms and conditions.

The requirement is not subject to any security requirements.

The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), and the Canadian Free Trade Agreement (CFTA).

### **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.

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## **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.

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

### **2.3 Former Public Servant**

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

#### **Definitions**

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

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

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

"pension" means a pension or annual allowance paid under the Public Service Superannuation Act (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the Supplementary Retirement Benefits

Act, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the Canadian Forces Superannuation Act, R.S., 1985, c. C-17, the Defence Services Pension Continuation Act, 1970, c. D-3, the Royal Canadian Mounted Police Pension Continuation Act, 1970, c. R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c. R-11, the Members of Parliament Retiring Allowances Act, R.S. 1985, c. M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c. C-8.

### **Former Public Servant in Receipt of a Pension**

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

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

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

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

### **Work Force Adjustment Directive**

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

If so, the Bidder must provide the following information:

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

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

## **2.4 Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

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## **2.5 Applicable Laws**

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

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

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## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **3.1 Bid Preparation Instructions**

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

- Section I: Technical Bid (one (1) hard copy and one (1) soft copy on USB),
- Section II: Financial Bid (one (1) hard copy and one (1) soft copy on USB),
- Section III: Certifications (one (1) hard copy)
- Section IV: Additional Information (one (1) hard copy and one (1) soft copy on USB)

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

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

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

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

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

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

#### **Section I: Technical Bid**

In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability and describe their approach 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 Pricing Schedule detailed in 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.

### **3.1.3 Integrity Provisions – List of Names**

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

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

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

## **Section IV: Additional Information**

### **3.1.4 Bidder's Proposed Site(s)**

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

Address: Street Number / Street Name, Unit / Suite / Apartment Number  
City, Province, Territory  
Postal Code

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## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### 4.1.1 Technical Evaluation

##### Mandatory Technical Criteria

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

The following definitions apply for the purposes of the Mandatory Criterion M.1 and M.2.

##### Definitions for the purposes of the mandatory technical criteria.

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

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

**Laminating:** means the application of a protective film to the surface of a printed product.

**Dry Mounting:** means adhesion a laminated printed product to a rigid substrate.

#### 4.1.1.1 – Mandatory Technical Criterion

##### M.1 CORPORATE EXPERIENCE AND CAPABILITY – LAMINATION AND MOUNTING

M.1.1: The Bidder must demonstrate that it has been contractually bound to an external client (outside of the Bidder's own company) or to external clients\* for two (2) separate contracts to laminate and dry mount printed products to final format and delivery to the destination address or addresses specified by the Client.

For each Contract, the Bidder must provide:

- M.1.1.a The reference number or the contract number for each of the two (2) contracts.
- M.1.1.b The Client information (example: client organization) for each of the two (2) contracts.
- M.1.1.c A description of each of printed product laminated and dry mounted by the Bidder
- M.1.1.d The description of the type of laminate applied to the printed products;
- M.1.1.e The mounting substrate used for dry mounting, and;
- M.1.1.f The delivery requirements.

M.1.2: The two (2) separate contracts identified for M.1.1 must have been started or completed after April 01, 2012

M.1.2.a The Bidder must provide the start date or the completion date of each of the two (2) contracts identified for M.1.1 to demonstrate that the contracts were started or completed after April 01, 2012;

M.1.3: At least one (1) of the two (2) contracts identified for M.1.1 must have also been for the production of multiple (a minimum of two [2] different) laminated and dry mounted printed products with different finishing requirement\* under the one (1) contract as requested by the Client.

\* - *For the purpose of the evaluation, different finishing requirement are any products produced to final format with different sizes, or finishing styles (such as differing beveled edges on substrate, different colored substrate, etc.*

M.1.3.a The Bidder must provide a description of the lamination and dry mounting requirements for each of the printed products produced by the Bidder;

M.1.3.b The Bidder must provide the number of printed products laminated and dry mounted by the Bidder.

M.1.4: At least one (1) of the two (2) contracts identified for M.1.1 to laminate and dry mount printed products to final format must have included a keyhole or opening at the back of the substrate for horizontal or vertical mounting.

M.1.4.a For each of the two (2) contracts identified for M.1.1, the Bidder must provide a description of the opening at the back of the substrate for each of the printed products provided by the Bidder.

M.1.5: At least one (1) of the two (2) contracts described for M.1.1 must include or must have included a requirement for the Bidder to provide printed products laminated and dry mounted on an "as and when" required basis.

M.1.5.a For each of the two (2) contracts described for M.1.1, the Bidder must provide a detailed description of the client's ordering and supply requirements to demonstrate any requirement to provide printed products laminated and dry mounted on an "as and when" required basis.

M.1.6 At least one (1) of the two (2) contracts described for M.1.1 must be or must have been for a contract period of one (1) year or more.

M.1.6.a For each of the two (2) contracts described for M.1.1, the Bidder must provide the period of the Contract.

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

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## **M.2 CORPORATE EXPERIENCE AND CAPABILITY – FRAMES**

M.2.1: The Bidder must demonstrate that it has been contractually bound to an external client (outside of the Bidder's own company) or to external clients\* for two (2) separate contracts for the provision of frames and delivery to the destination address or addresses specified by the Client.

For each Contract, the Bidder must provide:

- M.2.1.a The reference number or the contract number for each of the two (2) contracts.
- M.2.1.b The Client information (example: client organization) for each of the two (2) contracts.
- M.2.1.c A description of the frame and;
- M.2.1.d The delivery requirements for each of the frames

M.2.2: The two (2) separate contracts identified for M.2.1 must have been started or completed after April 01, 2012

- M.2.2.a The Bidder must provide the start date or the completion date of each of the two (2) contracts identified for M.2.1 to demonstrate that the contracts were started or completed after April 01, 2012;

M.2.3: At least one (1) of the two (2) contracts described for M.2.1 must include or must have included a requirement for the Bidder to provide frames on an “as and when” required basis.

- M.2.3.a For each of the two (2) contracts described for M.2.1, the Bidder must provide a detailed description of the client's ordering and supply requirements to demonstrate any requirement to provide frames on an “as and when” required basis.

M.2.4: At least one (1) of the two (2) contracts described for M.2.1 must be or must have been for the Bidder to provide a minimum of 200 frames over the period of one (1) year\*.

- M.2.4.a For each of the two (2) contracts described for M.2.1, the Bidder must indicate the total number of frames provided over the period of one (1) year\*.

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

### **4.1.2 Financial Evaluation**

#### 4.1.2.1 Financial Evaluation

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

The Financial Evaluation will be based on the total evaluated price of the financial proposal using the Excel spreadsheet.

To determine the total evaluated price, the all-inclusive prices and rates submitted in the Annex “B”: Basis of Payment will be multiplied and when specified divided by the corresponding quantities for evaluation, and then added together to obtain the total evaluated price as specified in the Annex “B”: Basis of Payment Excel spreadsheet being distributed through Government Electronic Tendering Service (BuyandSell.gc.ca).

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## **4.2. Basis of Selection**

### **4.2.1 Basis of Selection**

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

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## **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>), 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 ([http://www.esdc.gc.ca/en/jobs/workplace/human\\_rights/employment\\_equity/federal\\_contractor\\_program.page?&\\_ga=1.229006812.1158694905.1413548969#afed](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969#afed)).

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

## **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>) issued by Public Works and Government Services Canada.

#### **6.2.1 General Conditions**

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

### **6.3 Security Requirements**

There is no security requirement applicable to 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 March 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 by sending a written notice to the Contractor before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

#### **6.4.3 Delivery Points**

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

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## **6.5 Authorities**

### **6.5.1 PWGSC Contracting Authority**

The Contracting Authority for the Contract is:

Daniel Buck  
Public Works and Government Services Canada  
Acquisitions Branch  
Communications Procurement Directorate  
12th Floor, 360 Albert Street  
Ottawa, ON K1A 0S5

Telephone: 613-998-8582  
Facsimile: 613-991-5870

E-mail address: [Daniel.Buck@tpsgc-pwgsc.gc.ca](mailto:Daniel.Buck@tpsgc-pwgsc.gc.ca)

Designated Replacement to the PWGSC Contracting Authority

Janet Werk  
Telephone: 613-998-3968  
Facsimile: 613-991-5870

E-mail address: [Janet.Werk@tpsgc-pwgsc.gc.ca](mailto:Janet.Werk@tpsgc-pwgsc.gc.ca)

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

### **6.5.2 Project Authority**

The Project Authority is a representative from the client department whose name will be specified on Contract award.

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

### 6.5.3 Contractor's Representative

#### General Enquiries (Project Manager)

Name: \_\_\_\_\_

Telephone: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Fax: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

E-mail \_\_\_\_\_

#### Replacement for Project Manager

Name: \_\_\_\_\_

Telephone: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Fax: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

E-mail \_\_\_\_\_

### 6.6 Proactive Disclosure of Contracts with Former Public Servants

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

### 6.7 Payment

#### 6.7.1 Basis of Payment

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

#### 6.7.2 Limitation Expenditure

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 \$\_\_\_\_\_. Customs duties are included and Applicable Taxes are extra.

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

#### 6.7.3 Payment

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

#### 6.7.4 Electronic Payment of Invoices

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

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

## 6.8 Invoicing Instructions

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

**6.8.2** Invoicing will be by electronic means (email). **Invoices must be distributed as follows:**

- a. **The original copy must be forwarded / emailed to the CSPS Project Authority** identified under the section entitled "Authorities" of the Contract for certification and payment.
- b. One (1) copy must be emailed to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

## 6.9 Certifications and Additional Information

### 6.9.1 Compliance

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

### 6.10 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 2030 (2016-04-04), Higher Complexity - Goods;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Electronic Payment Instruments
- (f) the Contractor's bid dated \_\_\_\_\_.

### 6.12 Insurance

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

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### **6.13 Inspection and Acceptance**

The Project 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**

<b>SACC Reference</b>	<b>Section</b>	<b>Date</b>
P1005C	Packaging and Packing of Printed Products	2010-01-11

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## ANNEX "A"

### STATEMENT OF WORK

Public Services and Procurement Canada–Human Resources Branch, Recognition Program (PSPC-HRB) requires lamination services and provision of frames for public servant retirement certificates and recognition certificates.

#### A.1. REQUIREMENT

Public Services and Procurement Canada–Human Resources Branch, Recognition Program (PSPC-HRB) is responsible for provision Public Servant recognition. As a part of these responsibilities PSPC-HRB provides a retirement certificate for all Public Servants. These certificates are laminated or framed. Recognition certificates are also provided and can be framed or laminated.

The Contractor must provide the required services to the PSPC-HRB - during the working hours. Core business hours are from 8 a.m. to 5 p.m. Monday to Friday.

##### A.1.1 Process for Work Requests

A Work Request will be submitted to the Contractor by authorized PSPC-HRB Ordering Authorities by email for frames, and couriered directly to the Contractor's premises for lamination. The PSPC-HRB Project Authority will provide the Contractor with the details regarding the authorized PSPC-HRB Ordering Authorities after award of contract.

The Contractor must accept the work requests on a weekly basis for lamination or as needed for frames and lamination supplied by PSPC-HRB Ordering Authorities as follows:

Lamination Services:

- Picked up at PSPC premises; or
- Couriered directly to the Contractor's premises.

Frames:

- Via e-mail;

Each Work Request will be supplied to the Contractor with the required hard copy components as specified for the requirement as well as any other supplied material specified by the PSPC-HRB Ordering Authority.

The start time begins as soon as the Contractor receives and confirms receipt of the work request and materials to be laminated or frames to be provided.

At the ordering authority request black matboard can be exchanged for red matboard in order to fulfill the ordering authority's request.

## A.2. LAMINATION SERVICES

The Contractor must laminate certificates on a weekly basis or as needed. Certificates will be provided by PSPC-HRB supplied by PSPC-HRB for each requirement. The laminated must be received by the ordering authority within ten (10) business days upon receipt of the work request.

The Contractor must supply all materials and operations to complete the lamination services specified in each Work Request.

### A.2.1 Description

Quantities: Minimum order quantity: 5

*(Historically, PSPC-HRB has ordered 200-300 certificates per year. This is historical information only with no guarantees of actual quantity to be ordered.)*

Certificates: The certificates supplied to the Contractor measure 11" width X 8-1/2" height and are printed on non-glossy, 80 lb paper and include one (1) gold coat of arms and one (1) gold medallion embossed.

Plaque: The Contractor must supply a rectangular medium density fiberboard plaque 14" width X 11" height with a keyhole opening at the back for vertical or horizontal wall mounting. Keyhole opening will depend on the type of Certificate being laminated. (Vertical Wall Mounting for Retirement Certificates; Horizontal Wall Mounting for Recognition Certificates)

The plaque must be 1/2" thick, and have a single 5mm beveled edge.

The beveled edge will be painted either silver or gold based on type of certificate to be laminated.

Lamination: The Contractor must laminate the supplied certificates using a non-glossy laminate.

The laminate and lamination process used by the Contractor must not flatten/diminish the embossed logos and the matboard. **The embossed gold coat of arms, the gold medallion and matboard must remain raised after lamination.**

- The lamination must cover the entire surface of the certificate and matboard.
- The lamination must be as shown on the attached photo.

Matboard: The Contractor must provide a matboard with an opening for each laminated certificate as follows:

- Dimensions for matboards: 14" width X 11" height, opening measures 8" height x 10.5" width
- Stock for all matboards: Acid free, 4 ply (approximately 1/16") Ragboard or standard acid neutralized matboard

Retirement Certificates:

- The Contractor must supply a red matboard (red (to match PMS 188C) on the outside front surface and white on the back [inside] surface). The border is positioned along the top, sides, and bottom of the matboard
- The Contractor must hand paint a gold border (gold to match PMS 465C) on the bevelled edge of the plaque.

Recognition Certificates:

- The Contractor must supply a black matboard (black to match PMS Process Black C) on the outside front surface and white on the back [inside] surface). The border is positioned along the top, sides, and bottom of the matboard.
- The Contractor must hand paint a silver border (silver to match PMS 877U) on the bevelled edge of the plaque.

The Contractor must assemble the matboard with the corresponding certificate

### A.3. FRAMES

The Contractor must supply frames to PSPC-HRB upon request, 200 frames at a time or on demand. The Contractor must supply 11 "X 14" black matboard with an opening of 8" x 10 ½" for each frame. The frames must be received by the ordering authority within fifteen (15) business days upon receipt of the work request.

#### A.3.1: Description

Quantities: Minimum order quantity: 250

*(Historically, PSPC-HRB has ordered 500 frames per year. This is historical information only with no guarantees of actual quantity to be ordered.)*

Specifications for each frame:

Frame Size: Inside dimensions: 14" width X 11" height. ¾" (2cm) deep - Exterior measurement

Frame Style: Frosted silver colour, back load metal frame, flat profile, brushed metal finish on four (4) sides (exterior edges), with four (4) metal corner brackets (on inside corners)

Frame Glass: 3mm, clear, Acrylic glass

Matboard: **Matboard with opening:** 14" width X 11" height, opening measures 10 ½" width X 8" height,  
- acid free, 4 ply (approximately 1/16") Ragboard or standard acid neutralized matboard.  
- Black on the outside front surface and white on the back (inside) surface.

Backing Board: Black, rigid backing board, Ragboard or acid neutralized cardboard, 4 ply (approximately 1/16") paper

Clips: Four (4) metal V clips at back to hold the acrylic glass, certificate, and boards in place.

The V clips must have a sawtooth opening on one (1) side and a keyhole opening on the other to serve as picture hangers

### A.4. QUALITY

#### A.4.1 Quality of Lamination Services

All certificates laminated must conform to the specifications identified in Section A.2 Lamination Services. Any certificate received that does not comply with the specifications must be replaced by the Contractor at no cost to Canada. Any replacement certificates must be pick up at PSPC-HRB premise, laminated and delivered to PSPC-HRB at no cost to Canada.

#### **A.4.2 Quality of Frames**

All Frames supplied must arrive new and undamaged condition and conform to the specifications identified in Section A.3 Frames. Any Material delivered by the Contractor that does not comply with the specifications and/or the quality level required as per this Statement of Work must be picked up by the Contractor at no cost to Canada within five (5) business days and must be replaced at no charge to Canada. The Contractor must deliver the replacement frames at no charge to Canada.

#### **A.5. SERVICE STANDARDS**

PSPC-HRB is responsible for providing the Work Requests directly to the Contractor by email or in person. Once received the Contractor confirmed receipt of both the components and the work request the service standard time requirement commences.

The Contractor must provide the final deliverables within ten (10) days business days for lamination and fifteen (15) business days for frames of receipt of the request.

#### **A.6. QUALITY ASSURANCE**

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

#### **A.7. DELIVERY ADDRESS**

The completed Work Requests will be picked up by the ordering authority or the Contractor will make arrangements at no cost to Canada at the following address, 11, Laurier Street- Place du Portage III, 2B2, Gatineau Quebec K1A 0S5

#### **A.8. PACKAGING AND RECEIVING SPECIFICATIONS**

##### **A.8.1 Packaging**

- All final deliverables must be wrapped individually.
- Boxes must be sized appropriately for the contents and must be packed solidly to prevent shifting, curling and prevent damage of the contents.
- The maximum weight of a loaded carton is not to exceed twenty-five (25) pounds.

##### **A.8.2 Labeling**

All carton ends must be labeled with the following:

- PSPC-HRB Work Ordering Authority name.
- Product title (if applicable) of enclosed material.
- Exact quantity enclosed in carton.
- Box number and of total number of boxes in shipment; e.g. Box 1 of 3.

##### **A.8.3 Packing Slips**

Each shipment must include a Packing Slip. The Packing Slip must contain the following information:

- Contractor name and address.
- PSPC-HRB Authority name and address.
- PSPC-HRB Work Request number.
- Exact quantity enclosed in each box.
- The total number of boxes in shipment

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## **A.9. INVOICING**

In conjunction with the Contract Clauses, invoices must be submitted on a weekly basis and must include a detailed billing statement that includes the following for each Work Request completed during the billing period:

- Invoice Number
- Quantity specified
- Cost breakdown per Unit of Issue
- Total cost

**APPENDIX 1 TO ANNEX A STATEMENT OF WORK**

**PICTURE OF RETIREMENT CERTIFICATE**



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**APPENDIX 2 TO ANNEX A STATEMENT OF WORK**

**PICTURE OF RECOGNITION CERTIFICATE**



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### APPENDIX 3 TO ANNEX A STATEMENT OF WORK

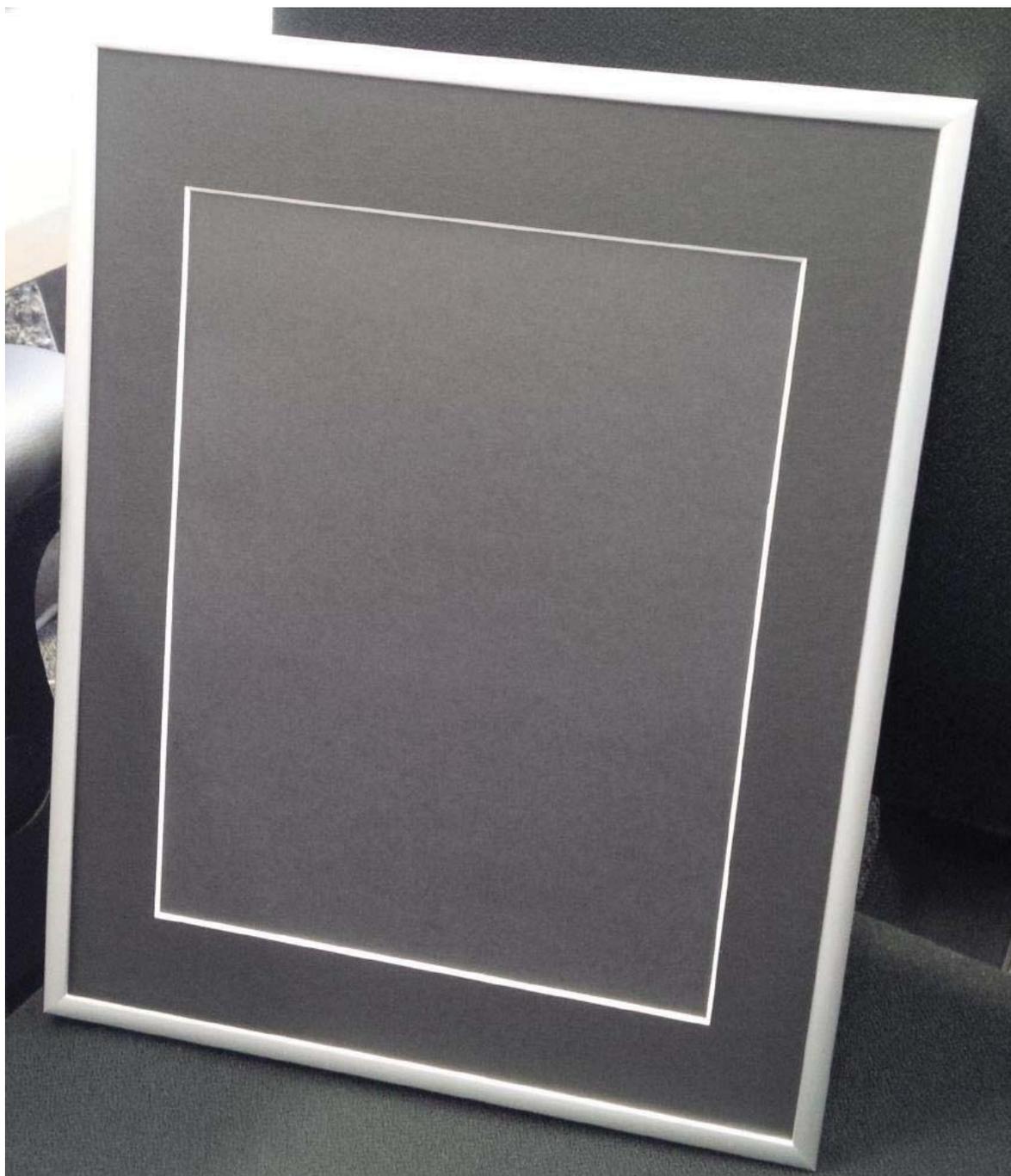
#### PICTURES OF FRAMES



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## ANNEX "B"

### BASIS OF PAYMENT

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

Annex "B" Basis of Payment can be downloaded from the Buy and Sell website directly.

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.

The quantities for evaluation purposes only in the Pricing Schedules of the Annex "B", Basis of Payment are based on the **annual historical activity in the Annex "A" Statement of Work. The quantities for evaluation purposes only do not represent a firm commitment that the same quantities will be produced annually under any resulting Contract. These quantities will be used as a quantity for evaluation purposes only to evaluate the Bids.**

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

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.

### 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.

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**ANNEX "C"**

**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)

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**ANNEX "D"**

**EVALUATION GRID**

**REQUEST FOR PROPOSAL: EN524-180293/A**

**TITLE: Lamination services and provision of frames for public servant retirement certificates and recognition certificates**

**BIDDER:** \_\_\_\_\_

<b>EVALUATION SUMMARY</b>		
<b>MANDATORY REQUIREMENTS</b>	<b>MET</b>	<b>NOT MET</b>

**MANDATORY CRITERIA**

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

The following definitions apply for the purposes of the Mandatory Criterion M.1 and M.2.

**Mandatory Technical Criteria**

**Definitions for the purposes of the mandatory technical criteria.**

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

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

**Laminating:** means the application of a protective layer to the surface of a printed product.

**Dry Mounting:** means adhesion a laminated printed product to a substrate for the purpose of dry mounting.

## M.1 CORPORATE EXPERIENCE AND CAPABILITY – LAMINATION AND MOUNTING

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

(To be updated once Mandatory Criteria are finalized)

<b>M.1.1 Evaluation criteria</b>	<b>Met</b>	<b>Not Met</b>
M.1.1: The Bidder must demonstrate that it has been contractually bound to an external client (outside of the Bidder's own company) or to external clients* for two (2) separate contracts to laminate and dry mount printed products to final format and delivery to the destination address or addresses specified by the Client.		
M.1.1.a The reference number or the contract number for each of the two (2) contracts.	<b>Met</b>	<b>Not Met</b>
Contract 1		
Contract 2		
M.1.1.b The Client information (example: client organization) for each of the two (2) contracts.	<b>Met</b>	<b>Not Met</b>
Contract 1		
Contract 2		
M.1.1.c A description of each of printed product laminated and dry mounted by the Bidder	<b>Met</b>	<b>Not Met</b>
Contract 1		
Contract 2		
M.1.1.d The description of the type of laminate applied to the printed products	<b>Met</b>	<b>Not Met</b>
Contract 1		
Contract 2		
M.1.1.e The mounting substrate used for dry mounting	<b>Met</b>	<b>Not Met</b>
Contract 1		
Contract 2		
M.1.1.f The delivery requirements	<b>Met</b>	<b>Not Met</b>
Contract 1		
Contract 2		

<b>M.1.2 Evaluation criteria</b>		
M.1.2: The two (2) separate contracts identified for M.1.1 must have been started or completed after April 01, 2012.		
M.1.2.a The Bidder must provide the start date or the completion date of each of the two (2) contracts identified for M.1.1 to demonstrate that the contracts were started or completed after April 01, 2012	<b>Met</b>	<b>Not Met</b>
Contract 1		
Contract 2		

<b>M.1.3 Evaluation criteria</b>		
M.1.3: At least one (1) of the two (2) contracts identified for M.1.1 must have also been for the production of multiple (a minimum of two [2] different) laminated and dry mounted printed products with different finishing requirement* under the one (1) contract as requested by the Client.  * - For the purpose of the evaluation, different finishing requirement are any products produced to final format with different sizes, or finishing styles (such as differing beveled edges on substrate, different colored substrate, etc.		
M.1.3.a The Bidder must provide a description of the lamination and dry mounting requirements for each of the printed products produced by the Bidder;	<b>Met</b>	<b>Not Met</b>
Contract 1		
Contract 2		
M.1.3.b The Bidder must provide the number of printed products laminated and dry mounted by the Bidder.	<b>Met</b>	<b>Not Met</b>
Contract 1		
Contract 2		

<b>M.1.4 Evaluation criteria</b>		
M.1.4: At least one (1) of the two (2) contracts identified for M.1.1 to laminate and dry mount printed products to final format must have included a keyhole or opening at the back of the substrate for horizontal or vertical mounting.		
M.1.4.a For each of the two (2) contracts identified for M.1.1, the Bidder must provide a description of the opening at the back of the substrate for each of the printed products provided by the Bidder.	<b>Met</b>	<b>Not Met</b>
Contract 1		
Contract 2		

<b>M.1.5 Evaluation criteria</b>		
M.1.5: At least one (1) of the two (2) contracts described for M.1.1 must include or must have included a requirement for the Bidder to provide printed products laminated and dry mounted on an "as and when" required basis.		
M.1.5.a For each of the two (2) contracts described for M.1.1, the Bidder must provide a detailed description of the client's ordering and supply requirements to demonstrate any requirement to provide printed products laminated and dry mounted on an "as and when" required basis.	<b>Met</b>	<b>Not Met</b>
Contract 1		
Contract 2		
<b>M.1.6 Evaluation criteria</b>		
M.1.6 At least one (1) of the two (2) contracts described for M.1.1 must be or must have been for a contract period of one (1) year or more.		
M.1.6.a For each of the two (2) contracts described for M.1.1, the Bidder must provide the period of the Contract.	<b>Met</b>	<b>Not Met</b>
Contract 1		
Contract 2		
<b>Comments</b>		

**M.2 CORPORATE EXPERIENCE AND CAPABILITY**

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

<b>M.2.1 Evaluation criteria</b>	<b>Met</b>	<b>Not Met</b>
M.2.1: The Bidder must demonstrate that it has been contractually bound to an external client (outside of the Bidder's own company) or to external clients* for two (2) separate contracts for the provision of frames and delivery to the destination address or addresses specified by the Client.		
M.2.1.a The reference number or the contract number for each of the two (2) contracts.	<b>Met</b>	<b>Not Met</b>
Contract 1		
Contract 2		
M.2.1.b The Client information (example: client organization) for each of the two (2) contracts.	<b>Met</b>	<b>Not Met</b>
Contract 1		
Contract 2		
M.2.1.c A description of the frame.	<b>Met</b>	<b>Not Met</b>
Contract 1		
Contract 2		
M.2.1.d The delivery requirements for each of the frames.	<b>Met</b>	<b>Not Met</b>
Contract 1		
Contract 2		
<b>M.2.2 Evaluation criteria</b>		
M.2.2: The two (2) separate contracts identified for M.2.1 must have been started or completed after April 01, 2012		
M.2.2.a The Bidder must provide the start date or the completion date of each of the two (2) contracts identified for M.2.1 to demonstrate that the contracts were started or completed after April 01, 2012.	<b>Met</b>	<b>Not Met</b>
Contract 1		
Contract 2		

<b>M.2.3 Evaluation criteria</b>		
M.2.3: At least one (1) of the two (2) contracts described for M.2.1 must include or must have included a requirement for the Bidder to provide frames on an "as and when" required basis.		
M.2.3.a For each of the two (2) contracts described for M.2.1, the Bidder must provide a detailed description of the client's ordering and supply requirements to demonstrate any requirement to provide frames on an "as and when" required basis.	<b>Met</b>	<b>Not Met</b>
Contract 1		
Contract 2		

<b>M.2.4 Evaluation criteria</b>		
M.2.4: At least one (1) of the two (2) contracts described for M.2.1 must be or must have been for the Bidder to provide a minimum of 200 frames over the period of one (1) year*.		
M.2.4.a For each of the two (2) contracts described for M.2.1, the Bidder must indicate the total number of frames provided over the period of one (1) year*.	<b>Met</b>	<b>Not Met</b>
Contract 1		
Contract 2		

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