



**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 IC - File Folders	
Solicitation No. - N° de l'invitation U8300-197321/A	Date 2018-11-05
Client Reference No. - N° de référence du client U8300-19-7321	
GETS Reference No. - N° de référence de SEAG PW-\$\$CW-035-75748	
File No. - N° de dossier cw035.U8300-197321	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2018-11-23	Time Zone Fuseau horaire Eastern Standard Time EST
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Buck(CW Div.), Daniel	Buyer Id - Id de l'acheteur cw035
Telephone No. - N° de téléphone (613) 998-8582 ()	FAX No. - N° de FAX (613) 991-5870
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: INNOV, SCI AND ECON DEVT CAN PORTAGE I 2ND FL.COMMERCIAL 50 VICTORIA ST Gatineau Quebec K1A0C9 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

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

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PART 1 - GENERAL INFORMATION

1.1 Introduction

The bid solicitation is divided into six (6) parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided; and
- Part 6 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment, the Electronic Payment Instruments and Evaluation Grid.

1.2 Summary

Industry Canada – Canadian Intellectual Property Office (IC-CIPO) requires the printing and production to final format of file folders over the course of the 2019 – 2020 fiscal year. IC-CIPO anticipates requiring three separate deliveries of 23,500 file folders for a total of 70,500 per fiscal year.

The Contract will be from date of award until December 31, 2020, with the irrevocable option to extend the period of the Contract by three (3) additional one (1) year option periods under the same terms and conditions.

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

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

This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

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 may be in writing, by telephone or in person.

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) (<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](#) (2018-05-22) 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 in the bid solicitation.

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 FPS, 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 FPS in receipt of a pension, as applicable:

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

By providing this information, 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 Quebec.

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

- If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. Bidders must provide their bid in a single transmission. The epost Connect service has the capacity to receive multiple documents, up to 1GB per individual attachment.

The bid must be gathered per section and separated as follows:

Section I: Technical Bid
Section II: Financial Bid
Section III: Certifications

- If the Bidder chooses to submit its bid in hard copies, Canada requests that the Bidder submits its bid in separately bound sections as follows:

Section I: Technical Bid (one (1) paper copy) and one (1) electronic copy on USB

Section II: Financial Bid (one (1) paper copy) and one (1) electronic copy on USB

Section III: Certifications (one (1) paper copy)

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

- If the Bidder is simultaneously providing copies of its bid using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

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 hard copy 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](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). 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 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".

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.

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

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.

4.1.1.1. 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.

M.1 CORPORATE EXPERIENCE AND CAPABILITY – FILE FOLDERS

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

For each of the two (2) Contracts, the Offeror must provide:

M.1.a The Client contact information;

M.1.b The Contract date;

M.1.c A description of the folder as specified to meet M.1. The Bidder must include a general description of the folders as well as the requirements for:

M.1.c.1 printing of the folders;

M.1.c.2 die-cutting and reinforcement of the end tabs; and

M.1.c.3 scoring for expansion.

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

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

4.1.2 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.

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To determine the total evaluated price, the all-inclusive prices and rates submitted in the Annex "B": Basis of Payment will be added together to obtain the total evaluated price as specified in the Annex "B": Basis of Payment.

4.2 Basis of Selection

4.2.1 Mandatory Technical Criteria

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.

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 Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the Integrity declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.2 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.

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of 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.

5.2.2 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](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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

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5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Canadian Content Certification

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

This procurement is limited to Canadian goods.

The Bidder certifies that:

() the good(s) offered are Canadian goods as defined in paragraph 1 of clause [A3050T](#).

Bidders should submit this certification completed with their bid. If the certification is not completed and submitted with the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to submit this completed certification. Failure to comply with the request of the Contracting Authority and submit the completed certification will render the bid non-responsive.

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

[2030](#) (2018-06-21), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract.

6.3 Security Requirements

6.3.1 There is no security requirement applicable to the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of Contract to December 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 three (3) 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 at least fifteen (15) calendar days 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 Contracting Authority

The Contracting Authority for the Contract is:

Daniel Buck
Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
Communication Procurement Directorate
360 Albert Street
Ottawa, Ontario K1R 7X7

Telephone: 613-998-8582

Facsimile: 613-991-5870

E-mail address: tpsgc.padgamiace-appbmpace.PWGSC@tpsgc-pwgsc.gc.ca and daniel.buck@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 Authority

The Project Authority for the Contract is:

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: ____-____-_____

Facsimile: ____-____-_____

E-mail address: _____

In its absence, the Project Authority is:

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: ____-____-_____

Facsimile: ____-____-_____

E-mail address: _____

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

6.5.3 Contractor's Representative

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 of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - (a) when it is 75 percent committed, or
 - (b) four (4) months before the contract expiry date, or
 - (c) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

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

6.7.3 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 – 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);

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 MC 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.

6.9.1.1 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 Quebec.

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 (2018-06-21), Higher Complexity - Goods;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated _____.

6.12 Insurance

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

6.13 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

SACC Reference	Section	Date
P1005C	Packaging and Packing of Printed Products	2010-01-11
P1009C	Author's Alterations	2007-11-30
P1010C	Quality Levels for Printing	2010-01-11
P1011C	Quality Levels for Colour Reproduction	2010-01-11
P1013C	Quality Levels for Forms	2010-01-11
P1015C	Quality Levels for Labels	2010-01-11

ANNEX "A"

STATEMENT OF WORK

A.1 Overview

Industry Canada - Canadian Intellectual Property Office (IC-CIPO) has a requirement for the printing of file folders. IC-CIPO requires three separate deliveries file folders per fiscal year.

The Contractor must, at a minimum:

- Provide proofs as specified for approval prior to the initial production run
- Supply all materials
- Print and produce as per the artwork supplied to the Contractor and final approved proofs
- Package and deliver the quantity to the address specified in Annex A

A.2 Work Description

A.2.1 Quality Levels

The quality level is Informational, in accordance with the Public Works and Government Services (PWGSC) Publication entitled "Quality Levels for Printing", latest issue.

A.2.2 Printing Overruns/Underruns:

No overruns and no underruns will be accepted.

A.2.3 Material Supplied

The Industry Canada Project Authority will supply JPEG photo images of the current (printed and fabricated) folder and a sample from a previous production (without labels) for printing and colour reference.

Contractor must create final artwork based on the supplied JPEG images and sample for construction.

The Contractor must review the supplied material within 24 hours of their reception. The Contractor must contact the Project Authority immediately if supplied material varies from the description of the material supplied as stated in the Annex A Statement of Work.

The Contractor must also contact the Project Authority immediately if there are problems accessing the JPEG images or creating the required artwork.

A.2.4 Proofs

The Contractor must produce and deliver the specified proofs and samples to the Project Authority at the specified address. Proofs must be provided prior to first print production and must be accounted for in the schedule.

A.2.4.1 Two (2) complete sets of proofs (blueprint or digital proofs), trimmed to size and folded with score lines and file label positions indicated, are required and a pre-production construction sample (unprinted) of the folder must be provided prior to production. For subsequent print runs, the Contractor must match the approved proofs for construction, material and quality.

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A.2.4.2 Proofs must be submitted within five (5) working days from receipt of components. Proofs will be reviewed within 72 hours.

A.2.5 Folder Specifications

- Stock:** File Folder, Recycled - Sand – 13.5 pt. calliper
- Size:** Flat - 20-1/8" x 16"
Score and fold to: 10-1/16" x 15" (includes 1" reinforcement with the same stock)
Folder must be trimmed to 15" and reinforced on page 3 with a separate strip along the bottom edge.
- Ink:** Black on Page 1 only, no bleeds, 1/0. Ink coverage 5 %
- Score:** Score and fold at center plus one score at 3/4" from center on page 1
- Corners:** Round and square (see visual for reference attached)
- Fastener:** Fabrene tip back patch 2-1/4" x 2-1/4" with flat head brass or brass-plated 1-1/2" capacity split prong
- Folder Labels:** Mylar bar code label (39) and 14800 number labels
A colour-coded strip label is also acceptable.
Each numeric label must be 1" high Datafile labels, Mylar coated, machine applied to the folder and using the following colour sequence:
- | | |
|---|--------------|
| 0 | Salmon |
| 1 | Fuchsia |
| 2 | Light Orange |
| 3 | Dark Green |
| 4 | Light Green |
| 5 | Dark Blue |
| 6 | Light Blue |
| 7 | Purple |
| 8 | Mauve |
| 9 | Brown |
- Label Numbering:** Series to start from: ***To be confirmed by Project Authority***
- Label Positioning:** Numbered labels must be positioned and applied at bottom of page 3 and at bottom of page 4 as per visual for reference supplied.
- Bar Code:** One visual includes a bar code label. We provide the supplier the next sequential number. The bar code matches the number on the side of the file so we can scan them into the system. (Mylar bar code label (39) dimension: length: 5 cm width: 1.5 cm).

A.2.5.1 Quantity

Quantity:	23,500 file folders must be delivered on or before January 15, 2019; 23,500 file folders must be delivered on or before May 31, 2019; 23,500 file folders must be delivered on or before September 30, 2019;
Option year 1 -	23,500 file folders must be delivered on or before January 31, 2020; 23,500 file folders must be delivered on or before May 31, 2020; 23,500 file folders must be delivered on or before September 30, 2020;
Option year 2 -	23,500 file folders must be delivered on or before January 31, 2021; 23,500 file folders must be delivered on or before May 31, 2021; 23,500 file folders must be delivered on or before September 30, 2021.
Option year 3 -	23,500 file folders must be delivered on or before January 31 2022; 23,500 file folders must be delivered on or before May 31, 2022; 23,500 file folders must be delivered on or before September 30, 2022
Option year 4 -	23,500 file folders must be delivered on or before January 31, 2023; 23,500 file folders must be delivered on or before May 31, 2023; 24,000 file folders must be delivered on or before September 30, 2023

A.2.6 Delivery Schedule

A.2.6.1 The Project Authority will supply a sample from a previous production for reference to the Contractor within two (2) business days of Contract award.

A.2.6.2 The Contractor must deliver the complete quantities (23,500 each delivery) of the file folders to the specified delivery address as specified in A.2.7.

A.2.7 Delivery/Distribution Requirements

A.2.7.1 Delivery Address

Canadian Intellectual Property Office

165 Hotel de Ville, Place du Portage II
Gatineau, QC K1A 0C9

Attn: CIPO Accommodations
Telephone: 819-213-2107 or 819-213-2105

A.2.7.2 Labelling and Packaging for file folders

Packaging:

- Five (5) boxes containing fifty (50) file folders each are to be packed into one bulk carton.
- Cartons must be packed solidly to prevent shifting, curling and prevent damage of the components
- Skids of material must be shrink-wrapped or strapped.
- All cartons MUST be placed on the pallet with the label facing outwards for ease of viewing
- A packing slip must accompany every shipment
- The number of cartons must be listed (i.e. 1 of 10)

Labelling (see visuals for reference attached)

Labelling on Boxes

- Each box must have a label on the outside identifying the series contained in that box (for example: 1444500 to 1444549)
- The label must also indicate which bulk carton it was packaged in (for example: 326 of 500, meaning that the box was packaged in the 326th bulk carton out of the 500 bulk cartons shipped).
- The label must also indicate all of the boxes that are packed in the bulk carton (for example: 1626 to 163, meaning that boxes 1626 to 1630 are found in the same bulk carton)

W.O.#: To be determined by the Project Authority

P/S#: To be determined by the Project Authority

DKT#: To be determined by the Project Authority

Labelling on Bulk Cartons

1) The first label must be placed on the outside of each bulk carton and provide the following information:

13.5 pt legal sand folder

Patch and pin installed

Barcode applied

50/box 250/ctn

W.O.#: To be determined by the Project Authority

P/S#: To be determined by the Project Authority

DKT#: To be determined by the Project Authority

2) The second label must be placed on the outside of each bulk carton and:

- Identify the series contained in that bulk carton (for example: 1444500 to 1444749)
- Indicate the bulk carton number (for example: 66 of 100, meaning that this bulk carton is number 66 out of 100 bulk cartons shipped)
- Indicate the boxes that are packaged in the bulk carton (for example: 1626 to 1630, meaning that boxes 1626 to 1630 are found in this carton)

W.O.#: To be determined by the Project Authority

P/S#: To be determined by the Project Authority

DKT#: To be determined by the Project Authority

A.2.8 Components

- All components (including the final artwork used for printing) required to complete the Contract, whether produced or purchased by the Contractor or provided to the Contractor are the property of the Government of Canada.

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- The Contractor must return all components to the Project Authority within five (5) working days of completion of work at no additional cost to Canada.
- Components must be packaged appropriately and shipped in a manner to ensure safe delivery at the specified destination.
- Invoices will not be paid until the components are received.

A.2.9 Quality Assurance

Quality Assurance by the 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.

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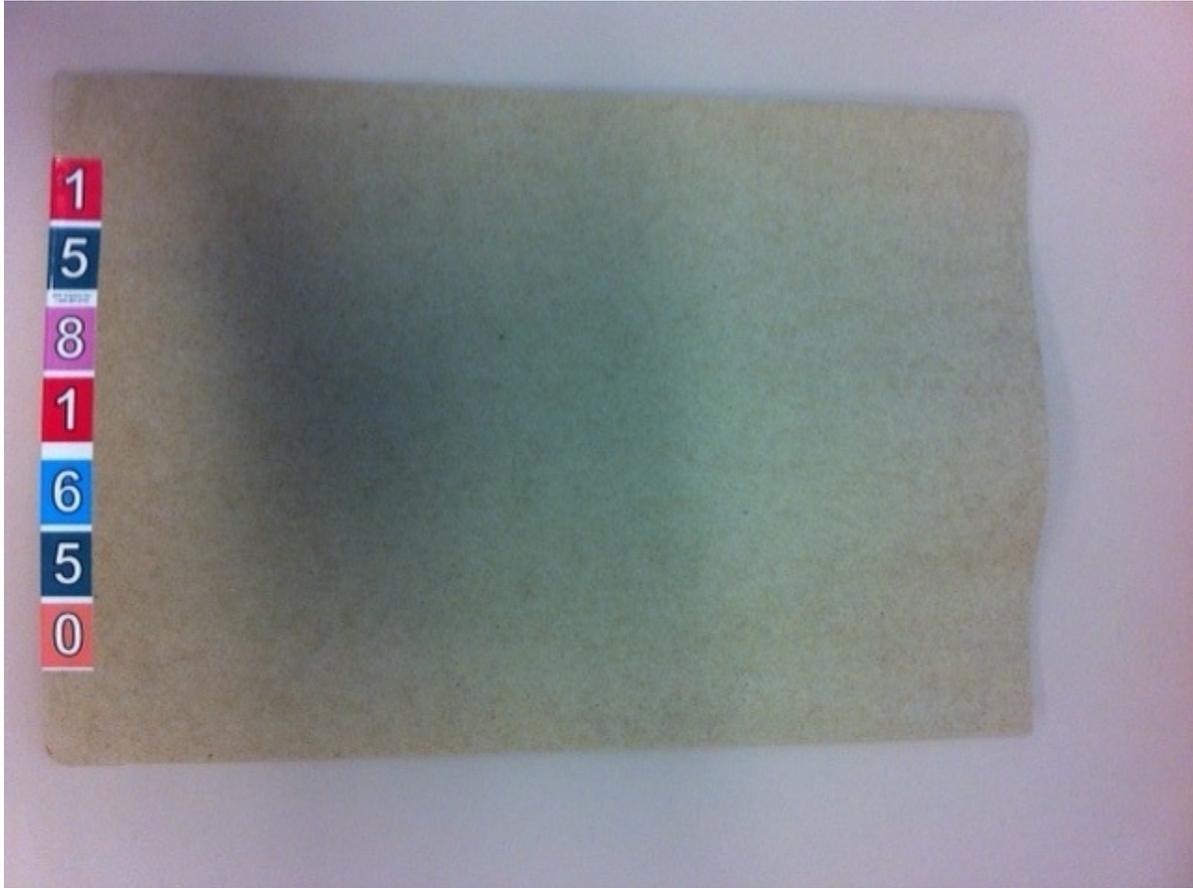
APPENDIX 1 TO ANNEX A STATEMENT OF WORK
VISUAL REPRESENTATION OF FILE FOLDERS



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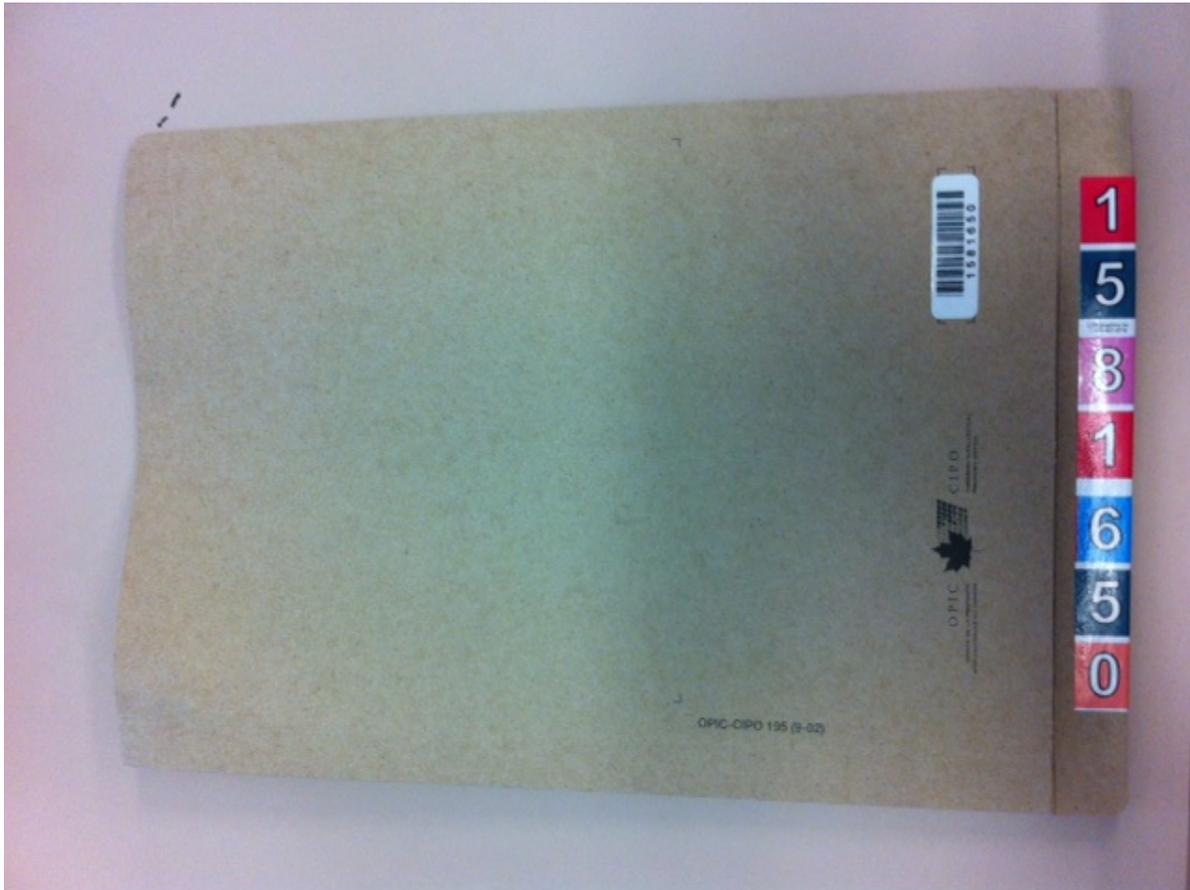
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ANNEX "B"

BASIS OF PAYMENT

BIDDERS ARE RESPONSIBLE TO ENTER THEIR PRICES ON THE MS EXCEL SPREADSHEET SUPPLIED TO THEM AND RETURN IT, COMPLETED, WITH THEIR PROPOSAL, IN ACCORDANCE WITH THE BID PREPARATION INSTRUCTIONS IN PART 3, SECTION 3.1.

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 may 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 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.

B.1 PRICING SCHEDULE AND FINANCIAL EVALUATION

B.1.a.1. The Bidder must submit firm lot, all-inclusive prices, including all services, operations and materials to produce, package and deliver the final products including but not limited to the cost for all pre-press work on files provided by Industry Canada, production to final format, preparation for shipping/delivery and final delivery to the addresses as specified in the Annex A Statement of Work.

All prices must be FOB destination. All prices must include shipping charges / freight. All prices must be in Canadian funds, duty excise taxes included and all applicable taxes extra.

*FOB destination indicates that the title to the shipment will pass from the Bidder to the recipient at the destination address. The Bidder is responsible for each shipment until it arrives at the final destination address. The order will not be completed until the shipment arrives at the destination address.

Lot = Total Quantity

B.1 – PERIOD OF THE CONTRACT				
Firm lot, all-inclusive prices, including all services, operations and materials to produce, package and deliver the final products including but not limited to the cost for all pre-press work on files provided by Industry Canada, production to final format, preparation for shipping/delivery and final delivery to the addresses as specified in the Annex A Statement of Work.				
B.1.a – Industry Canada as specified in the Annex "A" Statement of Work (including Appendix 1 to Annex "A").				
Item	Description (Size)	Column (i) Total Quantity	Column (ii) All-inclusive Lot Price (\$/lot)	Evaluated Price = Column (ii)
1	Industry Canada File Folders	23,500		\$ -
2	Industry Canada File Folders	23,500		\$ -
3	Industry Canada File Folders	23,500		\$ -
4	Industry Canada File Folders	23,500		\$ -
5	Industry Canada File Folders	23,500		\$ -
6	Industry Canada File Folders	23,500		\$ -
B.1 – Period of the Contract - Subtotal B.1.a Evaluated Price:				\$ -

B.2 – FIRST OPTION PERIOD				
Firm lot, all-inclusive prices, including all services, operations and materials to produce, package and deliver the final products including but not limited to the cost for all pre-press work on files provided by Industry Canada, production to final format, preparation for shipping/delivery and final delivery to the addresses as specified in the Annex A Statement of Work.				
B.2.a – Industry Canada as specified in the Annex "A" Statement of Work (including Appendix 1 to Annex "A").				
Item	Description (Size)	Column (i) Total Quantity	Column (ii) All-inclusive Lot Price (\$/lot)	Evaluated Price = Column (ii)
1	Industry Canada File Folders	23,500		\$ -
2	Industry Canada File Folders	23,500		\$ -
3	Industry Canada File Folders	23,500		\$ -
B.2 – First Option Period- Subtotal B.2.a Evaluated Price:				\$ -

B.3 – SECOND OPTION PERIOD				
Firm lot, all-inclusive prices, including all services, operations and materials to produce, package and deliver the final products including but not limited to the cost for all pre-press work on files provided by Industry Canada, production to final format, preparation for shipping/delivery and final delivery to the addresses as specified in the Annex A Statement of Work.				
B.3.a – Industry Canada as specified in the Annex "A" Statement of Work (including Appendix 1 to Annex "A").				
Item	Description (Size)	Column (i) Total Quantity	Column (ii) All-inclusive Lot Price (\$/lot)	Evaluated Price = Column (ii)
1	Industry Canada File Folders	23,500		\$ -
2	Industry Canada File Folders	23,500		\$ -
3	Industry Canada File Folders	23,500		\$ -
B.3 – Second Option Period- Subtotal B.3.a Evaluated Price:				\$ -

B.4 – THIRD OPTION PERIOD				
Firm lot, all-inclusive prices, including all services, operations and materials to produce, package and deliver the final products including but not limited to the cost for all pre-press work on files provided by Industry Canada, production to final format, preparation for shipping/delivery and final delivery to the addresses as specified in the Annex A Statement of Work.				
B.4.a – Industry Canada as specified in the Annex "A" Statement of Work (including Appendix 1 to Annex "A").				
Item	Description (Size)	Column (i) Total Quantity	Column (ii) All-inclusive Lot Price (\$/lot)	Evaluated Price = Column (ii)
1	Industry Canada File Folders	23,500		\$ -
2	Industry Canada File Folders	23,500		\$ -
3	Industry Canada File Folders	24,000		\$ -
B.4 – Third Option Period- Subtotal B.4.a Evaluated Price:				\$ -

Total Evaluated Price				
B.1.a EVALUATED PRICE + B.2.a EVALUATED PRICE + B.3.a EVALUATED PRICE+ B.4.a EVALUATED PRICE:				\$ -

B.2 PAPER – PRICE ADJUSTMENT – BID

Bidders must complete the B.2.1 P2010T – Paper – Price Adjustment clause and include with their Bid. If the Bidders does not complete and provide the B.2.1 P2010T – Paper – Price Adjustment clause with the Bid, no escalation Clause will be included in the Contract and no price escalation will be granted based on increased paper costs during the period of the Contract or any option periods.

Bidders must add or delete lines as required.

B.2.1 P2010T (2016-01-28) – Paper – Price Adjustment – Bid

1. The resulting contract will contain a provision for price adjustment (increase or decrease) of the portion of the price directly related to the base transaction cost of paper. Price adjustment will apply only to increase or decrease of the base transaction cost of paper that may occur at any time during the resulting contract period but not before thirty (30) days after contract award.
2. Bidders must provide their base transaction cost(s) and the quantity of the paper on which the base transaction cost is established in their bid as follows:
 - a. Folder stock: _____ lb. at a base transaction cost per Cwt. of \$ _____ , and which represent _____ percent of the unit price(s).
Brand name and paper supplier: _____.
 - b. Mylar: _____ lb. at a base transaction cost per Cwt. of \$ _____ , and which represent _____ percent of the unit price(s).
Brand name and paper supplier: _____.
3. Upon request from the Contracting Authority, bidders must provide supporting documentation to confirm the base transaction cost. Such documentation may consist of copy of quotation from the paper supplier(s).

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B.2.2 P2010C (2016-01-28) – Paper – Price Adjustment – Contract

1. The portion of the price directly related to the base transaction cost of paper is subject to price adjustment (increase or decrease) at any time during the contract period but not before _____ *(insert the date corresponding to the end of the 30-day period after contract award)*. The price will be adjusted using the percentage of the announced increase or decrease that came into effect by applying it to the applicable base transaction cost.
2. To request a price adjustment, the Contractor must provide the Contracting Authority with a notice indicating the increase or decrease in the base transaction cost of the paper necessary to complete the requirement of the Contract, if applicable. Such notice must contain the price as publicly announced by at least three (3) paper supplier who supply the grade specified in the Contract and the date the price came into effect.
3. The base transaction cost of paper subject to price adjustment is as follows:
 - . Folder stock: _____ lb. at a base transaction cost per Cwt. of \$ _____ , and which represent _____ percent of the unit price(s).
Brand name and paper supplier: _____.
 - a. Mylar: _____ lb. at a base transaction cost per Cwt. of \$ _____ , and which represent _____ percent of the unit price(s).
Brand name and paper supplier: _____.
4. The Contractor must provide a copy of the quotation from the paper supplier(s) to support the above base transaction cost and a copy of the invoice(s) from the paper supplier(s) to support the adjusted base transaction cost.
5. Any price adjustment must be approved by the Contracting Authority and will be evidenced through a contract amendment.

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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);

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ANNEX "D"

EVALUATION GRID

REQUEST FOR PROPOSAL: U8300-197132/A

TITLE: Industry Canada – Canadian Intellectual Property Office file folders

BIDDER: _____

EVALUATION SUMMARY		
MANDATORY REQUIREMENTS	MET	NOT MET

MANDATORY CRITERIA

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

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

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.

M.1 CORPORATE EXPERIENCE AND CAPABILITY – FILE FOLDERS

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

M.1.1 Evaluation criteria	Met	Not Met
The Bidder must demonstrate that it has been contractually bound within two (2) different external clients to provide printing and production to final format of file folders with reinforced end tabs, scores for expansion and die cutting to the address specified by the client.		
M.1.1.a The Client contact information;: (example : Clients' organization).	Met	Not Met
Contract 1		
Contract 2		
M.1.1.b Contract Date	Met	Not Met
Contract 1		
Contract 2		
M.1.1.c M.1.c A description of the folder as specified to meet M.1. The Bidder must include a general description of the folders as well as the requirements for: M.1.c.1 printing of the folders; M.1.c.2 die-cutting and reinforcement of the end tabs; and M.1.c.3 scoring for expansion.	Met	Not Met
Contract 1		
Contract 2		

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