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FOR ELECTRONIC BIDS:

The electronic mailbox is equipped to send an automatic reply to all messages received. If you do not receive an automatic response, please contact the Contracting Authority to ensure your bid was received. Please note that it is the bidder's sole responsibility to ensure that all bids submitted are received in their entirety by Citizenship and Immigration Canada by the closing date and time indicated in this RFP.

IMPORTANT NOTICE TO SUPPLIERS

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REQUEST FOR PROPOSAL

Proposal To: Citizenship and Immigration 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 thereof.

Instructions : See Herein

**Instructions: Voir aux présentes
Issuing Office – Bureau de distribution
Citizenship and Immigration Canada
Procurement and Contracting Services
70 Crémazie
Gatineau, Québec K1A 1L1**

Title – Sujet	
Printing of pamphlets C&I 1885	
Solicitation No. – N° de l'invitation	Date
151066	9 August 2019
Solicitation Closes – L'invitation prend fin at – à	Time Zone Fuseau horaire
2:00PM on – 9 September 2019	EDT
F.O.B. - F.A.B.	
Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Inquiries to: - Adresser toutes questions à :	
IRCC.BidsReceiving-Receptiondessoumissions.IRCC@cic.gc.ca	
Telephone No. – N° de téléphone :	
Destination – of Goods, Services, and Construction: Destination – des biens, services et construction :	
See Herein	
Delivery required - Livraison exigée	
See Herein	
Vendor/firm Name and address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Facsimile No. – N° de télécopieur	
Telephone No. – N° de téléphone	
Name and title of person authorized to sign on behalf of Vendor/firm	
Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur	
(type or print)/ (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 seven parts plus attachments 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 Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and

Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

1.2 Summary

1.2.1 Citizenship and Immigration Canada (CIC) includes a pamphlet titled Important Passport Tips (C&I-1885) with each passport issued. CIC requires the Contractor to print and deliver quantities of C&I-1885 on an “if and when” requested basis. This accounts for an annual production and distribution of approximately 4,420,000 copies of C&I-1885. Because the quantities required are driven by the demand for passports, CIC cannot guarantee the exact quantity that may be required for any year. CIC expects to place production orders for quantities between 1,000,000 and 1,750,000 units every four (4) months. However, the contract will also allow for smaller orders on an “if and when required basis”. The minimum quantity for these additional orders will be 150,000 units.

1.2.2 Single Contract

Canada is seeking to establish a contract for the printing of C&I 1885 pamphlet as defined in Appendix "D", Statement of Work, for a period of five (5) years from 1 January 2020 until 31 December 2024.



1.2.3 Trade agreements

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

1.2.4 Canadian Content

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

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 fifteen (15) working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone, or in person.

1.4 Mandatory Requirements

Where the words “must”, “shall” or “will” appear in this RFP, the clause is to be considered as a mandatory requirement.



PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All Citizenship and Immigration Canada (CIC) instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the CIC Website at <http://www.cic.gc.ca/english/transparency/index.asp>

All SACC manual clauses for specific instructions not covered by the standard instructions 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 [CIC-SI-001 \(2016-05-26\)](#) 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 Citizenship and Immigration Canada 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 will not be accepted.

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) 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 questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.



2.4 Applicable Laws

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

2.5 Basis for Canada's Ownership of Intellectual Property

Citizenship and Immigration Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, for the following reasons, as set out in the [Policy on Title to Intellectual Property Arising Under Crown Procurement Contracts](#):

- the main purpose of the Contract, or of the deliverables contracted for, is to generate knowledge and information for public dissemination.

2.6 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.

2.7 Improvement of requirement during the solicitation period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reasons for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority in accordance with the article entitled "Enquiries – Bid Solicitation". Canada will have the right to accept or reject any or all suggestions.

2.8 Volumetric Data

The estimated level of effort data has been provided to Bidders to assist them in preparing their bids. The inclusion of this data in this bid solicitation does not represent a commitment by Canada that Canada's future usage of the service identified in this bid solicitation will be consistent with this data. It is provided purely for information purposes.



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 soft copy via e-mail.

Section II: Financial Bid, one soft copy via email.

Section III: Certifications, one soft copy via email.

Canada requests that respondents submit their response in unprotected (i.e. no password) PDF format by email. Complete size of emails containing a response must not exceed 10MB. Emails exceeding 10MB will not be received. Should the size of email(s) exceed 10MB, respondents must contact the Contracting Authority at least 48 hours prior to the closing date to discuss alternatives.

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 a numbering system that corresponds to the bid solicitation; and
- (b) page numbering must be used on the bottom right of each page of the proposal

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

Bidders must submit their financial bid in accordance with Appendix "E", Basis of Payment. The total amount of applicable taxes must be shown separately, if applicable.



Bidders should include the following information in their financial bid by completing Appendix “F”, Vendor Information and Authorization and include it with their bid:

1. Their legal name;
2. Their [Business Number](#) (BN); and
3. The name of the contact person (including this person's mailing address, phone and facsimile numbers, and email address) authorized by the Bidder to enter into communications with Canada with regards to:
 - a) their bid; and
 - b) any contract that may result from their bid.

Financial proposals must clearly identify the personnel proposed and the associated category for evaluation purposes only. Proposed per diem rates or firm prices must be in Canadian dollars.

The Bidder's per diem rates or firm prices in response to this RFP and resulting contract(s) must include all overhead, general & administrative costs and profit. Included are the following costs that may be incurred in providing the required services: office space, computer hardware and software, word processing, preparation of reports, photocopying, courier services, facsimile services, telephone services, local travel expenses, and administration related to non-local travel expenses. "Local" as used here is defined as where the Work is to be performed in Canada as may be specified in the RFP and the resulting Contract(s).

Bidders must provide in their financial bid a price breakdown as detailed in Appendix “E”, Basis of Payment.

3.2 SACC Manual Clauses

C3011T (2010-01-11) - Exchange Rate Fluctuation

The requirement does not provide for exchange rate fluctuation protection. Any request for exchange rate fluctuation protection will not be considered and will render the bid non-responsive.

Section III: Certifications

Bidders must submit the required certifications and additional information required under Part 5.

Section IV: Additional Information

1.0 Integrity Provisions

Bidders are to provide a complete list of names of all individuals who are currently directors of the Bidder. Bidders bidding as sole proprietorship, including those bidding as a joint venture, must provide the name of the owner. This information should be included with their Proposal.



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

4.1.1.1 Mandatory Technical Criteria

The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.

Mandatory requirements are evaluated on a simple pass or fail basis. Failure by a Bidder to meet any one of the mandatory requirements will render the Bidder's proposal **non-responsive and will not be given further consideration**. The treatment of mandatory requirements in any procurement process is absolute. Each mandatory technical criterion should be addressed separately.

For each project summary provided, Bidders are required to provide specific dates (month and year) of experience as well as the total duration of project (number of months). The month(s) of experience listed for a project whose timeframe overlaps that of another referenced project will only be counted once. For example: Project 1 timeframe is July 2001 to December 2001; Project 2 timeframe is October 2001 to January 2002; the total months of experience for these two project references is seven (7) months.

Mandatory requirements

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.

Large quantities: means a minimum of 1,750,000 copies of an individual item produced in a single production run.

Small quantities: means a minimum of 150,000 copies of an individual item produced in a single production run.

Just-in-time: means print production process is performed as each print request is made.



M.1 Corporate Experience

The Bidder must demonstrate that it has been contractually bound to a minimum of two (2) separate external clients (outside of the Bidder's own company) to provide printing services, folding services, processing work requests for just-in-time productions and distribution services similar to the services outlined in the Statement of Work.

These contracts must have been started or completed on or after October 1, 2014.

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

The two (2) contracts combined must include all of the following services (M.1.a- M.1.c):

- a) Printing and folding of large quantities of printed a flat form/single sheet documents measuring at least 17" x 8.5" flat ;
- b) Printing and folding of small quantities of a flat form/single sheet document;
- c) Packaging, preparation for shipping and delivery to destination.

Response Format

For EACH of the two (2) contracts submitted, the Bidder must provide the following information:

- M.1.1 A description of the "just-in-time" production requirements of the contract;
- M.1.2 As applicable to the contract, a description of the contract requirements as specified to meet a), b), and c);
- M1.3. As applicable to the contract, a listing of the services provided to the Client to demonstrate each of the services as specified to meet a), b), and c);
- M.1.4 As applicable to the contract, the number of paper based printed products produced under the contract;
- M.1.5 As applicable to the contract, the quantity of each of the paper based printed products produced in individual production runs for each item;
- M.1.6 As applicable to the contract, the details to describe the required assembly of items into individual bulk shipments, preparation for distribution and shipping to destinations;
- M.1.7 The contract dates (start date and end date) for which the services were provided (example: January 2015 - March 2015 or Sept 2, 2016 - April 10, 2017 or March 2017 to present);
- M.1.8 Any activities undertaken by sub-contractors and/or joint venture partners;
- M.1.9 Client information for the contract (for example: client name or organization) for reference checks.

4.1.1.2 Reference Checks

If a reference check is performed, Canada will conduct the reference check in writing by e-mail. Canada will send all email reference check requests to contacts supplied by all the Bidders on the same day using the email address provided in the bid. Canada will not award any points unless the response is received within 5 working days of the date that Canada's email was sent.



On the third working day after sending out the reference check request, if Canada has not received a response, Canada will notify the Bidder by email, to allow the Bidder to contact its reference directly to ensure that it responds to Canada within 5 working days. If the individual named by a Bidder is unavailable when required during the evaluation period, the Bidder may provide the name and email address of an alternate contact person from the same customer. Bidders will only be provided with this opportunity once for each customer, and only if the originally named individual is unavailable to respond (i.e., the Bidder will not be provided with an opportunity to submit the name of an alternate contact person if the original contact person indicates that he or she is unwilling or unable to respond). The 5 working days will not be extended to provide additional time for the new contact to respond.

Wherever information provided by a reference differs from the information supplied by the Bidder, the information supplied by the reference will be the information evaluated.

Points will not be allocated and/or a bidder will not meet the mandatory experience requirement (as applicable) if (1) the reference customer states he or she is unable or unwilling to provide the information requested, or (2) the customer reference is not a customer of the Bidder itself (for example, the customer cannot be the customer of an affiliate of the Bidder instead of being a customer of the Bidder itself). Nor will points be allocated or a mandatory met if the customer is itself an affiliate or other entity that does not deal at arm's length with the Bidder.

Whether or not to conduct reference checks is discretionary. However, if Canada chooses to conduct reference checks for any given rated or mandatory requirement, it will check the references for that requirement for all bidders who have not, at that point, been found non-responsive.

4.1.2 Financial Evaluation

Only the proposals that are technically responsive will be considered for financial evaluation.

The price of the bid will be evaluated in Canadian dollars, applicable taxes are excluded.

For the purposes of bid evaluation, Basis of Payment, Appendix "E" will be used. The Bidder must provide all-inclusive fixed rates and hourly rates for the services being proposed in accordance with the bid solicitation, for the contract period.

The volumetric data included in the pricing schedule detailed in Appendix "E", Basis of Payment is provided for bid evaluated price determination purposes only. They are not to be considered as a contract guarantee.

The "TOTAL EVALUATED PRICE" in Appendix "E", Basis of Payment, excluding taxes, will be used to determine the financial evaluation score.

4.1.3 Formulas in Pricing Schedule

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



4.2 Basis of Selection

4.2.1 Basis of Selection - Lowest Evaluated Price

A bid must comply with the requirements of the bid solicitation and meet all mandatory evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price found in Appendix “E”, Basis of Payment table under “**TOTAL EVALUATED PRICE**” will be recommended for award of 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 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 Integrity Regime website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.1.2 Canadian Content Certification

5.1.2.1 SACC Manual clause A3050T (2018-12-6) Canadian Content Definition

5.1.2.2 This procurement is limited to Canadian services.

Subject to the evaluation procedures contained in the bid solicitation, bidders acknowledge that only bids with a certification that the service offered is a Canadian service, as defined in clause [A3050T](#), may be considered.

Failure to provide this certification completed with the bid will result in the service offered being treated as a non-Canadian service.

The Bidder certifies that:

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

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>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Integrity Provisions – List of Names

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide a completed List of Names in the Integrity Verification form available on the Integrity Regime website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/ln-form-eng.html>), to be given further consideration in the procurement process.

5.2.3 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.



PART 6 – SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirement

There is no security attached to this requirement.

6.2 Insurance Requirements

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.



PART 7 - RESULTING CONTRACT CLAUSES

APPENDIX “A”, GENERAL TERMS AND CONDITIONS

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

A1. Standard Acquisition Clauses and Conditions Manual

All instructions, general terms, conditions and clauses identified herein by title, number and date are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual issued by Public Works and Government Services Canada (PWGSC) and in the Citizenship and Immigration Canada Terms and Conditions Manual.

A1.1 An electronic version of the SACC Manual is available on the Buy and Sell Website: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>

A1.2 An electronic version of the Citizenship and Immigration Canada (CIC) Contract Terms and Conditions is available on the CIC Website: <http://www.cic.gc.ca/english/transparency/index.asp>

A2. Terms and Conditions of the Contract

A2.1 The general terms, conditions and clauses identified herein by title, number and date, are hereby incorporated by reference into and form part of this Contract, as though expressly set out herein, subject to any other express terms and conditions herein contained.

A3. Standard Instructions and Conditions

A3.1 The conditions set out in the [CIC-SI-001 \(2016-05-26\)](#) Standard Instructions – Goods or Services Competitive Requirements, are hereby incorporated by reference into and form part of this Contract.

A4. General Conditions

A4.1 General Conditions [CIC-GC-001 \(2019-02-15\)](#), Med/High Complexity Goods and Services Contract shall apply to and form part of this Contract.



APPENDIX “B”, SUPPLEMENTAL TERMS AND CONDITIONS

B1. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list below, the wording of the first document that appears on the list has priority.

- a) The Articles of Agreement;
- b) Appendix “B” – Supplemental Terms and Conditions;
- c) Appendix “A” – General Terms and Conditions;
- d) Appendix “C” – Terms of Payment;
- e) Appendix “D” – Statement of Work;
- f) Appendix “E” – Basis of Payment;
- g) Appendix “F” – Vendor Information and Authorization Form;
- h) the Contractor's proposal dated _____(TBD)

B2. CIC Clauses

The following Citizenship and Immigration Canada Terms and Conditions are incorporated by reference and form part of this Contract:

ID	Date	Title
<u>CIC-SC-002 (2015-02-16), Crown Owns Intellectual Property (IP) Rights in Foreground Information</u>		

B3. SACC Manual Clauses

The following SACC manual Clauses are incorporated by reference and form part of this Contract:

ID	Date	Title
<u>C0705C</u>	<u>2010-01-11</u>	<u>Discretionary Audit</u>
<u>D5328C</u>	<u>2014-06-26</u>	<u>Inspection and Acceptance</u>
<u>P1005C</u>	<u>2010-01-11</u>	<u>Packaging and Packing of Printed Products</u>
<u>P1009C</u>	<u>2007-11-30</u>	<u>Author's Alterations</u>
<u>P1010C</u>	<u>2010-01-11</u>	<u>Quality Levels for Printing</u>
<u>P1011C</u>	<u>2010-01-11</u>	<u>Quality Levels for Colour Reproduction</u>

B4. Security Requirement

There is no security requirement associated with the requirement.

B5. Period of Contract

The period of the Contract is from 1 January 2020 to 31 December 2024 inclusive.



B6. Termination on Thirty (30) Days Notice

1. Canada reserves the right to terminate the Contract at any time in whole or in part by giving thirty (30) calendar days written notice to the Contractor.
2. In the event of such termination, Canada will only pay for costs incurred for services rendered and accepted by Canada up to the date of the termination. Despite any other provision of the Contract, there will be no other costs that will be paid to the Contractor as a result of the termination.

B7. Certifications / Compliance and Additional Information

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

B8. Insurance Requirements

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract insurance policies.

B9. Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work in Appendix "D".

B10. Authorities

B10.1 Contracting Authority

The Contracting Authority for the Contract is:

<The Contracting Authority for the Contract is to be identified at Contract award>

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.

B10.2 Project Authority

The Project Authority for the Contract is:

<The Project Authority for the Contract is to be identified at 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.

B10.3 Technical Authority

<The Technical Authority for the Contract is to be identified at Contract award>

The Technical Authority will be responsible for providing guidance on the technical requirements and deliverables.

B10.4 Contractor's Representative

<The Contractor's Representative for the Contract is to be identified at Contract award>



APPENDIX “C”, TERMS OF PAYMENT

C1. Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price (s) or hourly rate (s), as specified in Appendix E.

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.

C2. Limitation of Expenditure

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

C3. Method of Payment

Canada will pay the Contractor upon completion and delivery of units in accordance with the payment provisions of the Contract if:

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

C4. Applicable Taxes

Applicable taxes are not included in the amounts shown in the Basis of Payment. Applicable taxes, which are estimated at \$_____ (to be determined at contract award), are included in the total contract amount. Applicable taxes are to be shown as separate items on all invoices



and claims for progress payments and will be paid by Canada. The Contractor agrees to remit to appropriate tax authorities any amounts of Applicable Taxes paid or due.

C5. Invoicing Instructions

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

Each invoice, including delivery charges, must be supported by:

- a) A certified copy of the prepaid bill of lading.
2. Invoices must be distributed as follows:
 - a) The invoice must be forwarded electronically to the following address:

SCM Asset Management / Gestion des actifs CA (IRCC)
IRCC.SCMAssetManagement-GestiondesactifsCA.IRCC@cic.gc.ca



APPENDIX “D”, STATEMENT OF WORK

D1. Background

Citizenship and Immigration Canada (CIC) includes a pamphlet titled *Important Passport Tips* (C&I-1885) with each passport issued. This accounts for an annual production and distribution of approximately 4,420,000 copies of C&I-1885.

Because the quantities required are driven by the demand for passports CIC cannot guarantee the exact quantity that may be required for any year.

The table below is included to provide an estimate on the demand. It is not meant to represent a trend in production nor does it constitute any guarantee of what quantities may be required over the period of the Contract.

Estimated Annual Demand – 5 Yr Projection				
2020 estimate 4,420,000	2021 estimate 4,420,000	2022 estimate 4,420,000	2023 estimate 4,420,000	2024 estimate 4,420,000

D2. Requirement

CIC requires the Contractor to print and deliver quantities of C&I-1885 on an “if and when” requested basis.

CIC plans to continue ordering only the quantities required to meet inventory requirements and will pay for these quantities only. Should the Contractor decide to print and store the full estimated annual quantity, and should there be changes to the content of C&I-1885, CIC will not assume responsibility for any costs incurred related to the printing and disposal of any quantity in excess of the actual quantity ordered.

D2.1 Contractor’s Project Manager/Primary Point of Contact

The Project Manager identified in the Contract will act as the primary point of contact for any interactions with CIC Technical Authority during the period of the Contract. The Contractor must advise both the CIC Technical Authority and the Contracting Authority should a new point of contact be assigned to the CIC account as soon as possible.

D2.2 Environmental Considerations

Paper Stock:

The Contractor must use paper from manufacturers certified under the Environmental Choice Program or who are using fibre originating from a sustainably-managed forest certified to a third-party verified forest certification standard such as the Forestry Stewardship Council, Sustainable Forestry Initiative or the Canadian Standards Association Sustainable Forest Management Standard.



Printing Inks:

In order to reduce the environmental impact of its print publishing activities, the Government of Canada chooses to use inks that are considered environmentally friendly, containing vegetable oil-based materials.

D3. PRINT QUALITY

The quality requirement for this publication is Informational. The Contractor must perform the Work in accordance with the quality requirements described in the Public Works and Government Services (PWGSC) publications entitled *Quality Levels for Printing* and *Quality Levels for Colour Reproduction*, latest issues. The Contractor must ensure that the quality levels are met for all printed matter produced as part of the contract.

D4. ARTWORK AND PROOFING

At the start of the contract the Contractor will receive the artwork for C&I-1885 as high resolution PDF files. The Contractor must produce three (3) sets of high resolution colour proofs for sign-off by a designated CIC Technical Authority. One (1) set of proofs will be returned to the Contractor while CIC will retain two (2) sets as a means to ensure the continued quality of printed forms received. These approved proofs will act as the production quality standard during the contract period.

The Contractor will not be required to produce proofs for additional print orders if new artwork is not supplied.

Should CIC make a change to C&I-1885, new artwork will be provided to the Contractor who will produce new proofs for approval. These proofs (three sets) will become the new production quality standard.

D5. SPECIFICATIONS

Bilingual panel fold form (English on one side and French on the other).

D.5.1 Paper Stock: Offset, White, 100M.

D.5.2 Ink Colours: 4 colour Process on two (2) sides (4/4), English/French, no bleeds, ink coverage approximately 35%

D.5.3 Trim Size: Flat: 17.5" X 8.5", Folded: 3.5" X 8.5"

D.5.4 Folding: Accordion fold, 5 panels

D.5.5 Packaging: Shrink wrap in parcels of 100. Place packages in boxes of 1,500 forms per box as specified in section D.6.3 of this Appendix 'D' -Statement of Work.



D6. ORDERING PROCESS

D.6.1 Ordering Authorities

During the Contract, all orders will be placed by the Assets, Policy and Planning (APP) team. Orders will be placed by email.

The Contractor must not fulfill orders placed by anyone other than the APP team. Orders will be placed by email to the Contractor representative listed at article B10.4 of the contract terms.

D.6.2 Production Orders

Orders will be placed on an “if and when” required basis. CIC expects to place production orders three (3) times a year for quantities estimated to meet the distribution requirements for a four (4) month period. However, CIC may require placing additional production orders if required.

D.6.2.1 Quantities

CIC expects to place production orders for quantities between 1,000,000 and 1,750,000 units every four (4) months. However, the Contract will also allow for smaller orders on an “if and when” required basis. The minimum quantity for these additional orders will be 150,000 units.

D.6.2.2 Overruns/underruns

- i. No overruns will be accepted.
- ii. If overruns are delivered, the quantity in excess will be returned to the supplier at no cost to CIC.
- iii. Underruns are acceptable up to a percentage of 3% of each production run.
- iv. If underruns occur, CIC will only pay for the exact quantity received. The Contractor must adjust the invoice accordingly.

D.6.3 Packaging Requirements

D.6.3.1 Cartons

Cartons are to hold 1,500 copies of the publication per box. Labels must be affixed to the top and each end of every box.

All boxes should be identically packaged and completely filled with the same quantity in each box. Boxes must not weigh more than 30 pounds each. Boxes must be appropriately sized to fit the contents, be sturdy and be capable of withstanding handling during shipping.



D.6.3.2 Labels

Each Box must be clearly identified with:

- Title: Important Passport Tips
- Code: PPTC-151
- Product # (C&I-1885-XX-XXXX)
- Quantity 1500
- Box ___ of ___
- MMR # 1140

D.6.3.3 Skids

Shipment must be on skids not exceeding: Width 30", Length 38". Total height, including pallet, must not exceed 54 inches high. Each pallet MUST be no larger than 30" wide by 38' long with a minimum 4" fork opening and bottom boards.

Within one order, all pallets, if required, must have the same number of boxes per row and the same number of rows per skid (only one skid will have odd amount of boxes, if needed).

D7. DELIVERY

- D.7.1 Each order must be delivered in a single shipment to the address specified in the production order;
- D.7.2 The deliveries must take place between 8:00 AM and 4:00 PM on business days only, unless specified otherwise by the Technical Authority;
- D.7.3 All deliveries must be Freight on Board (FOB) Destination;
- D.7.4 All deliveries will take place in the National Capital Region. The NCR is defined in the *National Capital Act*, R.S.C. 1985, c. N-4, S.2. *The National Capital Act* is available on the Justice Canada Website. <http://laws.justice.gc.ca/en/N-4/>.

D8. SAMPLES

Following the completion of each production run, the Contractor must send, at no cost for CIC, ten (10) samples of the final product to the Technical Authority for the quality assurance.

These samples must be delivered to the following address:

Citizenship and Immigration Canada
C/O Kate Titley
360 Laurier, 6th floor
Ottawa, Ontario, K1A 1L1



D9. SERVICES STANDARDS

D.9.1. Proofs

Proofs must be submitted for approval within five (5) working days from the time the artwork is provided to the Contractor.

D.9.2. Print Fulfillment

Printing of the quantity ordered must be completed and delivered within fifteen (15) working days from the time the proofs are signed and returned to the Contractor or, if no new proofs are required, the time orders are placed from the Technical Authority.

D10. AUTHOR ALTERATIONS

Author alterations are changes requested by the CIC Technical Authority to approved text or layout at any stage during production. The costs of implementing these changes are billable by the Contractor and should be avoided whenever possible.

Should author's alterations be requested, the Contractor must provide details of the alterations, as requested by the client, and associated costs in accordance with Annex B to the Technical Authority for review and approval prior to the alterations being undertaken. No alterations are to be undertaken unless they are confirmed in writing by the Technical Authority. The Contractor must provide the final version of the document in both electronic and PDF format.

D11. QUALITY ASSURANCE

D.11.1 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.

D.11.2 Faulty materiel

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

- i. The faulty materiel will be returned to the Contractor for disposal and must be replaced at no charge to CIC.
- ii. Replacement orders must be shipped within 5 business days if order is greater than 50% of faulty materiel.



D12. COMPONENTS OF WORK

- i. All components pertaining to the job including artwork, negatives, proofs and electronic files (be it original or modified products), whether supplied by CIC-Passport Program or purchased by, or supplied by, the Contractor, are to be considered property of Canada and must be forwarded at no cost, upon completion of the work.
- ii. The Contractor must return all components to the technical authority at the end date of the contract at no additional cost to Canada. Components must be packaged appropriately and shipped in a manner to ensure safe delivery at the specified location.



APPENDIX “E”, BASIS OF PAYMENT

E.1.1 FINANCIAL PROPOSAL

Bidders must provide all-inclusive pricing in the format specified, for each component identified in this Appendix “E” - Basis of Payment.

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

The Bidder is required to submit firm, all inclusive, rates and prices, FOB destination, GST/HST extra if applicable, freight extra.

E.1.2 PRICES RELATED TO PRINTING SERVICES

For prices related to printing services, the all-inclusive prices must include all operations and materials for the completion of final printed products as specified for each item (including but not limited to equipment set ups, creation and delivery of proofs, printing operations and provision of samples, packaging materials, labels and their application) to supply the final products and ready the items for shipping. FOB destination, GST/HST extra if applicable, freight extra.

E.1.3 PRICES RELATED TO SHIPPING COSTS

The Contractor will be reimbursed for the shipping costs reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead. A copy of the bill of lading from the carrier must be submitted to the Project Authority along with the associated invoice. All payments are subject to government audit.

E.1.4 TRAVEL AND LIVING EXPENSES

The Crown will not accept any travel and living expenses incurred by any Contractor.

During the period of the contract, the Contractor will be paid as specified below, for Work performed in accordance with the Contract.

All deliverables are F.O.B. Destination, and Canadian Customs Duty included and applicable taxes are extra.

For bid evaluation and contractor(s) selection purposes only, the evaluated price of a bid will be determined in accordance with this Basis of Payment, Appendix “E”.



The Bidder must complete this pricing schedule and include it in its financial bid. Other than completing required section(s) in the pricing table below, the bidder must not make any other changes or alternations. By doing so will render the bidder's response non-compliant and will be eliminated from the competition.

Requirement (A)		Quantity for evaluation purposes only (B)	Firm price per thousand (1,000) units (\$) (C)	Total Evaluated Cost (D) = B*C
Contract Period: 1 January 2020 to 31 December 2024				
1	Production Orders for quantity between 150,000 and 199,999 units.	100	<To be completed by the bidder>	<To be completed by the bidder>
2	Production Orders for quantity between 200,000 and 499,999 units.	100	<To be completed by the bidder>	<To be completed by the bidder>
3	Production Orders for quantity between 500,000 and 999,999 units.	1000	<To be completed by the bidder>	<To be completed by the bidder>
4	Production Orders for quantity between 1,000,000 and 1,499,999 units.	1000	<To be completed by the bidder>	<To be completed by the bidder>
5	Production Orders for quantity of 1,500,000 and above.	1000	<To be completed by the bidder>	<To be completed by the bidder>
			FIRM HOURLY RATE	
6	Author's Alterations	10	<To be completed by the bidder>	<To be completed by the bidder>
Total Evaluated Price = (D1+D2+D3+D4+D5+D6) (excluding taxes)				<To be completed by the bidder>

The volumetric data included in the pricing schedule detailed in Appendix "E", Basis of Payment is provided for bid evaluated price determination purposes only. They are not to be considered as a contract guarantee.

E.1.5 ESCALATION CLAUSES (SOLICITATION AND CONTRACT)

Bidders must complete the P2010T (2016-01-28) – Paper – Price Adjustment – Bid at section E.1.5.1 and include it with their Bid. If the Bidder does not complete P2010C (2016-01-28) – Paper – Price Adjustment – Contract at section E.1.5.2 and provide it 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.



E.1.5.1 P2010T (2016-01-28) – Paper – Price Adjustment - Bid

Bidders are required to add lines as required to reflect the CIC paper requirement

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.

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 (add additional lines as required):

Cover stock: 50 lb./100M at a base transaction cost per Cwt. of \$ _____, and which represent _____ percent of the unit price(s).

Brand name and paper supplier: _____

Text stock: 60 lb./120M at a base transaction cost per Cwt. of \$ _____, and which represent _____ percent of the unit price(s).

Brand name and paper supplier: _____

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).

E.1.5.2 P2010C (2016-01-28) – Paper – Price Adjustment – Contract

Bidders are required to add lines as required to reflect the CIC paper requirement

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 _____ (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.

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 suppliers who supply the grade specified in the Contract and the date the price came into effect.

The base transaction cost of paper subject to price adjustment is as follows:
percent of the unit price(s).

Cover stock: 50 lb./100M at a base transaction cost per Cwt. of \$ _____, and which represent _____ percent of the unit price(s).

Brand name and paper supplier: _____

Text stock: 60 lb./120M at a base transaction cost per Cwt. of \$ _____, and which represent _____ percent of the unit price(s).

Brand name and paper supplier: _____

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.

Any price adjustment must be approved by the Contracting Authority and will be evidenced through a contract amendment.



APPENDIX “F”, VENDOR INFORMATION AND AUTHORIZATION FORM

(Delete this attachment, if not applicable)

Vendor Name and Address

Legal Status (incorporated, registered, etc.)

- Individual (Sole proprietor)
- Privately owned corporation
- Joint Venture or Corporate entity
- Other (specify):

GST or HST Registration Number and Business Number (Revenue Canada)

Name and Title of Person authorized to sign on behalf of Vendor

Print Name _____ Title _____

Signature _____ Date _____

Central Point of Contact

The Vendor has designated the following individual as a central point of contact for all matters pertaining to the proposed contract, including the provision of all information that may be requested:

Name and Title _____

Telephone _____ **Fax** _____

Email _____

Each proposal must include a copy of this page properly completed and signed.