



**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

Proposal to / Propositions aux:

Statistics Canada / Statistique 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 or attached hereto, the supplies and services listed herein or on any attached sheets at the price(s) set out therefore.

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 articles et les services énumérés ici et sur toute feuille ci-annexée, au(x) prix indiqué(s).

Solicitation No – N° de l’invitation : J031827/A
Solicitation closes – L’invitation prend fin At – à : 14:00 EDT On – le : October 15, 2019
Update – Mise à jour :

Name and title of person authorized to sign on behalf of vendor (type or print) – Nom et titre de la personne autorisée à signer au nom du fournisseur (caractère d’impression).
Name – Nom :
Title – Titre :

Date of Solicitation – Date de l’invitation: September 13, 2019	
Address inquiries to – Adresser toute demande de renseignements à: statcan.macs-bids-smc-soumissions.statcan@canada.ca	
Area code and Telephone No. Code régional et N° de téléphone (613) 882-2470	Facsimile No. N° de télécopieur N/A
Destination statcan.macs-bids-smc-soumissions.statcan@canada.ca	

Instructions :
Municipal taxes are not applicable.

Unless otherwise specified herein by the Crown, all prices quotes are to be net prices in Canadian funds including Canadian customs duties, excise taxes, and are to be F.O.B., including all delivery charges to destination(s) as indicated. The amount of the Goods and Services Tax is to be shown as a separate item.

Instructions:
Les taxes municipales ne s’appliquent pas.

Sauf indication contraire, énoncée par la Couronne, dans les présentes, tous les prix indiqués sont des prix nets, en dollars canadiens, comprenant les droits de douane canadiens, la taxe d’accise et doivent être F.A.B., y compris tous frais de livraison à la (aux) destination(s) indiquée(s). La somme de la taxe sur les produits et services devra être un article particulier.

Delivery required – Livraison exigée	Delivery offered – Livraison proposée
Vendor Name and Address – Raison sociale et adresse du fournisseur Facsimile No – N° de télécopieur : Telephone No – N° de téléphone :	
Signature	Date



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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

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

The Annexes include the Statement of Work, the Basis of Payment, the Electronic Payment Instruments, the Task Authorization Form, and any other annexes.

1.2 Summary

Statistics Canada is seeking firm(s) for graphic design services. The work will be carried out at the Contractor's premises and delivered to Statistics Canada.

Statistics Canada requires a variety of promotional material for the purpose of information and awareness of Statistics Canada, the data it produces, its services and products, to Canadians across Canada. The materials include, but are not limited to, marketing collateral for the purpose of promoting print publications and the Statistics Canada website, increasing survey participation and recruiting material. The contractor will develop bilingual (English and French) materials for these accounts.

Statistics Canada intends to award up to three (3) contracts for this requirement. The amount of work per year will be distributed between all resulting contracts as per Section E of 6.1.2.1 Task Authorization Process.

The contract(s) will be awarded for one (1) year plus four (4) additional one (1) year option periods.

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

There are no security provisions for this requirement.

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.

The office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent venue for Canadian bidders to raise complaints regarding the award of federal contracts under \$25,300 for goods and under \$101,100 for services. Should you have any issues or concerns regarding the award of a federal contract below these dollar amounts, contact OPO by email at



boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web www.opo-boa.gc.ca. For more information about OPO, including the available services, please visit the OPO website.



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](#) (2019-03-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days
Insert: 120 days

In the complete text content (except Subsection 1.0, Subsection 3.0, and Subsection 20): Delete "Public Works and Government Services Canada" and Insert "Statistics Canada". Delete "PWGSC" and Insert "StatCan"

2.2 Submission of Bids

Bids must be submitted only to Statistics Canada by the date, time and place indicated on page 1 of 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 FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the [Financial Administration Act](#), R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police.

A former public servant may be:

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



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

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S. 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

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

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

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

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

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

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

2.4 Enquiries - Bid Solicitation

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

2.5 Applicable Laws

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

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.

2.6 Improvement of Requirement During 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 reason 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 at least three (3) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

2.7 Basis for Canada's Ownership of Intellectual Property

The Statistics 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*](#): 6.4.1 the main purpose of the Contract, or of the deliverables contracted for, is to generate knowledge and information for public dissemination.



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Due to the nature of the bid solicitation, bids transmitted by epost Connect service and by facsimile will not be accepted.

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

Section I: Technical Bid: one (1) soft copy by e-mail in a "pdf" format;
Section II: Financial Bid: one (1) soft copy by e-mail in a "pdf" format;
Section III: Certifications: one (1) soft copy by e-mail in a "pdf" format.

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

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

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). 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 color printing, printing double sided/duplex, using staples or clips instead of cerlox, duo tangs or binders.

Section I: Technical Bid

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

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

Section II: Financial Bid

3.1.1 Bidders must submit their financial bid in accordance with Annex B – Basis of Payment.

3.1.2 Electronic Payment of Invoices

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.

3.1.3 Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation

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 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

Refer to Attachment 1 to Part 4, Technical Criteria.

4.1.1.2 Point Rated Technical Criteria

Refer to Attachment 1 to Part 4. Point-rated technical criteria not addressed will be given a score of zero.

4.1.2 Financial Evaluation

The total evaluated price of a bid will be determined in accordance with the Pricing Schedule detailed at Annex B, Basis of Payment.

The following table below illustrates how the total evaluated price will be determined:

Contract Period	Graphic Design Services Hourly Rate + Author's Alterations Hourly Rate
Initial Contract Period	\$100.00
Option Period 1	\$100.00
Option Period 2	\$100.00
Option Period 3	\$100.00
Option Period 4	\$100.00
Total Evaluated Price : \$500.00	

4.1.3.1 Mandatory Financial Criteria

SACC Manual Clause [A0220T](#) (2014-06-26), Evaluation of Price-Bid

4.2 Basis of Selection – Lowest Price Per Point

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation;
 - b. meet all mandatory technical evaluation criteria; and
 - c. obtain the required minimum of 66 overall points for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 95 points.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive. Neither the responsive bid that receives the highest number of points nor the one that proposed the lowest price will necessarily be accepted. The responsive bid with the lowest evaluated price per point will be recommended for award of a contract.
- 3.



ATTACHMENT 1 TO PART 4, TECHNICAL CRITERIA

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.

Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

Ref. No.	Mandatory Requirement	Bid Page Number	Met	Not Met
M1	<p>The Bidder must demonstrate a minimum of five (5) cumulative years of experience within the past ten (10) years of project implementation in developing bilingual (English and French) promotional direct/web marketing material (brochures, flyers, posters, buck slips, postcards, banner ads, E-mail).</p> <p>At a minimum, the Bidder must provide the following information for each project submitted in response to this criterion;</p> <ul style="list-style-type: none"> a) Client name b) Client telephone Number c) Client e-mail address d) Project Title e) Project Description f) Project Deliverables 			
M2	<p>The Bidder must provide a detailed curriculum vitae (cv) for the proposed team lead of this project indicating all relevant experience in graphic design.</p>			
M3	<p>The Bidder must provide one (1) sample of projects/work completed that demonstrates compliance with the <i>Federal Identity Program (FIP)</i>, comply with the <i>Official Languages Act</i>, and meet the requirements of the <i>Canadian Multiculturalism Act</i> to reflect the diversity of the Canadian population. Please provide one sample which includes <u>all</u> of the following:</p> <ul style="list-style-type: none"> 1) <i>Federal Identity Program (FIP)</i>: http://www.tbs-sct.gc.ca/fip-pcim/index-eng.asp 2) <i>Official Languages Act</i>: http://laws.justice.gc.ca/en/O-3.01/index.html 3) <i>Canadian Multiculturalism Act</i>: http://lois.justice.gc.ca/en/showdoc/cs/C-18.7//20090612/en?page=1 4.) Accessibility requirements must be met https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=23601 <p>In order to meet M3, the submitted sample must be compliant with the above protocol and Acts.</p>			
M4	<p>Performance and Quality Assurance Program</p> <p>The Bidder must describe in their proposal the method by which they will monitor the quality control in both official languages of Canada (English and French) including details of the methods used in ensuring quality in art, response mechanisms in case of errors and omissions and delays. In addition, the</p>			



	<p>ability to guarantee that quality control is applied in each phase of the graphic art design. The Bidder must provide methods for auditing the quality and performance of the work i.e. ensuring the copy is correct. (Maximum one (1) page document)</p>			
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Point Rated Technical Criteria

In order to qualify for the rating process, proposals must respond to the following rated requirements in order shown and must include the referenced section/page in the Bidder's proposal. Only Bidders achieving an overall unadjusted minimum score of 66 points out of a possible 95 points will be considered further.

R#	Point-Rated Technical Criteria (PRTC)	Max. Points	Rating criteria	Section/Page(s) in Proposal
R1	<p>The Bidder should provide a list of graphic design projects completed for the Government of Canada (this includes all Federal Departments and/or Agencies and/or Crown Corporations) within the past five (5) years that are in line with the Annex A, Statement of Work.</p> <p>The list should include:</p> <ul style="list-style-type: none"> a) Contact Name b) Telephone Number c) E-mail address d) Project Title 	10	1 point per project	
R2	<p>Creativity and Design Skills The Bidder should submit the following three (3) samples in PDF format on a PC compatible CD using the following directory structure and file names.</p> <p>If the Bidder provides more than three (3) samples, only the first three (3) samples listed in the bid will be evaluated.</p> <p>Sample 1.) Flyer – 3 panel, 2 fold, 4-colour (2 sided bilingual)</p> <p>Sample 2.) Poster – 4-colour poster.</p> <p>Sample 3.) Choice of: Banner ad, buck slip, print ad, bookmark, and postcard – No specs required. The material will be evaluated based on typography, colours/images/graphics, layout, design relevance to content, impact.</p>	45	<p>15 points maximum per sample</p> <p>Typography - Maximum 3 points 1 point: demonstrated poor use of appropriate typography. 2 points: demonstrated an average use of appropriate typography. 3 points: demonstrated great use of appropriate typography.</p> <p>Use of Colours, Images, Graphics - Maximum 3 points 1 point: demonstrated poor use of appropriate colours, images, and graphics. 2 points: demonstrated an average use of appropriate colours,</p>	



		<p>images, and graphics. 3 points: demonstrated great use of appropriate colours, images, and graphics.</p> <p>Layout - Maximum 3 points 1 point: demonstrated poor layout design. 2 points: demonstrated an average use of layout within the design. 3 points: demonstrated a layout within the design.</p> <p>Design relevance to content – Maximum 3 points 1 point: demonstrated poor understanding of design that is relevant to content. 2 points: demonstrated an average understanding of design that is relevant to content. 3 points: demonstrated a great understanding of design that is relevant to content.</p> <p>Impact - Maximum 3 points 1 point: design has little or no impact on target audience. 2 points: design has average impact on the target audience. 3 points: design has great impact on the target audience</p>	
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<p>R3</p>	<p>Performance and Quality Assurance The Bidder should propose an approach and methodology to managing performance and quality assurance identified should include the following attributes:</p> <p>A) Identify how the Bidder (e.g. Policies) will ensure that any issues raised by the Project Authority related to performance or quality assurance, are resolved. (Maximum twenty (20) points).</p> <p>(Maximum one (1) page)</p> <p>B) Identify the typical problems and risks associated with the work and how the Bidder will try to prevent them, remedy and provide solutions from occurring (Maximum twenty (20) points).</p> <p>(Maximum one (1) page)</p>	<p>40</p>	<p>20 points = Demonstrated complete and full understanding of the requirement. 15 points = Very good understanding overall; fair understanding of some minor areas; recognition of problems, some incomplete solutions. 10 points = Overall fair understanding; missing many points including some major areas; limited appreciation of problems and solutions. 5 points = Weak understanding, missing many major areas; weak understanding of problems. 0 points = No demonstrated understanding of the requirement.</p>	
<p>TOTAL AVAILABLE POINTS Passing mark = 66 points</p>		<p>95</p>		



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

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 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 property 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.

5.2.3 Education and Experience

SACC Manual clause [A3010T](#) (2010-08-16) Education and Experience



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 in Annex A.

6.1.2 Task Authorization

The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

6.1.2.1 Task Authorization Process

A. Work described at Annex A, Statement of Work, will be performed under the Contract on an "as and when requested basis".

B. With respect to the Work mentioned under paragraph A of this clause,

1. an obligation will come into force only when the Contractor receives a Task Authorization (TA), inclusive of any revisions, authorized and issued in accordance with this clause, and only to the extent designated in the authorized TA;
2. the TA Authority and limit will be determined in accordance with paragraph C of this clause;
3. the Contractor must not commence work until a TA, inclusive of any revisions, has been authorized and issued in accordance with the Contract. The Contractor acknowledges that work performed before a TA, inclusive of any revisions, has been authorized and issued in accordance with the Contract will be done at the Contractor's own risk and expense;
4. the task description, inclusive of any revisions, included in an authorized TA must fall within the scope of the Statement of Work, in Annex A; and
5. the TA, inclusive of any revisions, will be authorized under the Contract through the use of Annex D Task Authorization Form. An authorized TA is a completed Annex D signed or approved in writing by the TA Authority.

C. Task Authorization Limit

The Project Authority may authorize individual TAs inclusive of any revisions up to a limit of \$10,000.00, Applicable Taxes extra. Any TA the total value of which would exceed that limit or any revision to a previously authorized TA that would increase the TA total value above that limit must be authorized by the Contracting Authority before issuance to the Contractor.

D. The authority specified under paragraph C of this clause is granted subject to the sum specified in the Contract under clause 6.7.2 Limitation of Expenditure - Cumulative Total of all Task Authorizations, not being exceeded.

E. Multiple contracts

As more than one contract has been awarded, a request to perform a task will be sent in accordance with paragraph F of this clause. If no contractor can perform the task, Canada reserves the right to acquire the required Work by other means. A contractor may advise the Project Authority and the Contracting



Authority in writing that it is unable to carry out additional tasks as a result of previous commitments under one or more than one authorized TA and no request to perform a task will be sent to that contractor until that contractor has given notice in writing to the Project Authority and the Contracting Authority that it is available to perform additional tasks.

X (**to be inserted at contract award**) contracts were awarded as a result of bid solicitation number J031827/A

The Contractors' awarded contracts are as follows: (**to be inserted at contract award**)

Managing proportional basis of selection

Canada has awarded X (**to be inserted at contract award**) contracts for this requirement. Each contract has been awarded an equal percentage of the total budgeted amount.

Subject to operational requirements and on a best effort basis, Canada will attempt to respect a + or – 20% distribution of work between all contracts awarded. On a bi-annual basis, the Contracting Authority and the Project Authority will conduct a review to determine if the proportions are being respected and Contractors may be advised of any deviations.

F. TA Process

1. For each task or revision of a previously authorized task, the Project Authority will provide the Contractor with a request to perform a task prepared using Annex D, Task Authorization Form, containing as a minimum:
 - I. the task or revised task description of the Work required, including:
 - a) the details of the activities or revised activities to be performed;
 - b) a description of the deliverables or revised deliverables to be submitted; and
 - c) a schedule or revised schedule indicating completion dates for the major activities or submission dates for the deliverables, or both, as applicable;
 - II. the Contract security requirements applicable to the task or revised task;
 - III. the Contract basis of payment applicable to the task or revised task; and
2. Within twenty-four (24) hours of its receipt of the request, the Contractor must provide the Project Authority with a dated email reply to the TA form received from the Project Authority, containing as a minimum:
 - i. the confirmation that the task or revised task will be performed as stated and in accordance with Annex B, Basis of Payment; and
 - ii. for each resource proposed by the Contractor for the performance of the Work required who is not identified under the Specific Person (s) clause of the Contract :
 - a) the name of the proposed resource;
 - b) the resume of the proposed resource; and
 - c) a demonstration that the proposed resource meets the Contract security requirements.

G. Task Authorization

1. The TA Authority will authorize the TA based on:
 - i. the request submitted to the Contractor pursuant to paragraph F of this clause;
 - ii. the Contractor's response received, submitted pursuant to paragraph F of this clause; and



-
- iii. the agreed total estimated cost for performing the task or, as applicable, revised task.
 2. The TA Authority will authorize the TA provided each resource proposed by the Contractor for the performance of the Work required meets all the requirements specified under paragraph F of this clause.
 3. The authorized TA will be issued to the Contractor either by email as an email attachment in PDF format, by mail and/or by facsimile. The original version will follow either by email as an email attachment in PDF format, by mail and/or by facsimile.

H. Minimum Work Guarantee - All the Work - Task Authorizations

In this clause:

1. "**Maximum Contract Value**" means the sum specified in the "Limitation of Expenditure" set out in the contract
2. "**Minimum Contract Value**" means **5%** of the Maximum Contract Value.
3. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 4 of this clause. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work. Canada's maximum liability for Work requested in authorized TAs, performed by the Contractor and accepted by Canada must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
4. In the event that Canada does not request Work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the cost of the Work requested in authorized TAs, performed by the Contractor and accepted by Canada.
5. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

I. Periodic Usage Reports - Contracts with TAs

1. The Contractor must compile and maintain records on its provision of services to the federal government under authorized Task Authorizations issued under the Contract.
2. The Contractor must provide this data in accordance with the reporting requirements detailed below. If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "nil" report.
3. The data must be submitted on a quarterly basis to the Contracting Authority. The quarterly periods are defined as follows:

1st quarter: October 1 to December 31;
2nd quarter: January 1 to March 31;
3rd quarter: April 1 to June 30; and
4th quarter: July 1 to September 30.
4. The data must be submitted to the Contracting Authority no later than 30 calendar days after the end of the reporting period.



Reporting Requirement- Details

A detailed and current record of all authorized tasks must be kept for each contract with a task authorization process. This record must contain:

For each authorized task:

- i. the authorized task number or task revision number(s);
- ii. a title or a brief description of each authorized task;
- iii. the total estimated cost specified in the authorized Task Authorization (TA) of each task, exclusive of Applicable Taxes;
- iv. the total amount, exclusive of Applicable Taxes, expended to date against each authorized task;
- v. the active status of each authorized task, as applicable.

For all authorized tasks:

- i. the amount (exclusive of Applicable Taxes) specified in the contract (as last amended, as applicable) as Canada's total liability to the contractor for all authorized TAs; and
- ii. the total amount, exclusive of Applicable Taxes, expended to date against all authorized TAs..

J. Refusal of Task Authorizations

The Contractor is not required to submit a response to every draft TA sent to it by Canada. However, in addition to Canada's other rights to terminate the Contract, Canada may immediately, and without further notice, terminate the Contract for default in accordance with the General Conditions if the Contractor in at least five instances has either not responded or has not submitted a valid response when sent a draft TA. A valid response is one that is submitted within the required time period and meets all requirements of the TA issued. Each time the Contractor does not submit a valid response, the Contractor agrees Canada may at its option decrease the Minimum Contract Value in the clause titled "Minimum Work Guarantee" by 1%. This decrease will be evidenced for administrative purposes only through a contract amendment issued by the Contracting Authority (which does not require the agreement of the Contractor).

6.2 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

6.2.1 General Conditions

[2035](#) (2018-06-21), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

6.2.2 Supplemental General Conditions

[4007](#) (2010-08-16), Canada to Own Intellectual Property Rights in Foreground Information, 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 award to October 9, 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 four (4) 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 two (2) 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.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Susan Hall
Title: Contracting Advisor
Organization: Statistics Canada
Address: 150 Tunney's Pasture Driveway, Ottawa, ON K1A 0T6

Telephone: 613-882-2470
E-mail address: susan.hall@canada.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 (to be inserted at contract award)

The Project Authority for the Contract is:

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

Telephone: ____-____-_____
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 (to be inserted at contract award)

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

Telephone: ____-____-_____
E-mail address: _____

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 for the Work specified in the authorized task authorization, in accordance with the Basis of payment at Annex B.

Canada's liability to the Contractor under the authorized task authorization must not exceed the limitation of expenditure specified in the authorized task authorization. Custom duties are included and Applicable Taxes are extra.

No increase in the liability of Canada or in the price of the Work specified in the authorized task authorization 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 authorized, in writing, by the Contracting Authority before their incorporation into the Work.

6.7.2 Limitation of Expenditure - Cumulative Total of all Task Authorizations

1. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$ _____ (*to be inserted at contract award*). Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
3. 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 sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions;whichever comes first.
4. 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 Monthly Payment

SACC Manual clause [H1008C](#) (2008-05-12) Monthly Payment

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).

7.7.5 Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

6.8 Invoicing Instructions

- a. The Contractor must submit invoices in accordance with the information required in the General Conditions.
- b. By submitting invoices the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.
- c. Invoices must be distributed as follows:
 - i. One (1) copy (paper or electronic) must be forwarded to the address below for certification and payment.

Financial & Administrative Service Division
Statistics Canada
RH Coats Bldg., (RHC7A)
100 Tunney's Pasture Driveway
Ottawa, ON, K1A 0T6
Canada

Email: statcan.financecounter-comptoirfinance.statcan@canada.ca

- ii. One (1) copy (paper or electronic) must be forwarded to the Contracting Authority and the Project Authority identified under the section entitled "Authorities" of the Contract.

6.9 Certifications and Additional Information

6.9.1 Compliance

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



6.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions [4007](#) (2010-08-16), Canada to Own Intellectual Property Rights in Foreground Information;
- (c) the general conditions [2035](#) (2018-06-21), General Conditions - Higher Complexity – Services;
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) the signed Task Authorizations (including all of its annexes, if any);
- (g) the Contractor's bid dated _____.

6.12 Foreign Nationals (Canadian Contractor OR Foreign Contractor)

SACC Manual clause [A2000C](#) (2016-06-16) Foreign Nationals (Canadian Contractor)
OR

SACC Manual clause [A2001C](#) (2016-06-16) Foreign Nationals (Foreign Contractor)

Note to Bidders: *Whichever clause applies (based on whether the successful bidder is a Canadian Contractor or Foreign Contractor), will be included in any resulting contract*

6.13 Insurance

SACC Manual clause [G1005C](#) (2016-01-28) Insurance

6.14 Dispute Resolution

The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to or arising from the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 10 working days, each party hereby consents to fully participate in and bear the cost of mediation led by the Procurement Ombudsman pursuant to Subsection 22.1(3)(b) of the *Department of Public Work and Government Services Act* and Section 23 of the *Procurement Ombudsman Regulations*.

The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169, by email at boa.opo@boa-opo.gc.ca, or by web www.opo-boa.gc.ca.

6.15 Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will review a complaint filed by the complainant respecting the administration of the Contract if the requirements of Subsection 22.2(1) of the *Department of Public Works and Government Services Act* and Sections 15 and 16 of the *Procurement Ombudsman Regulations* have been met.

To file a complaint, the Office of the Procurement Ombudsman may be contacted by e-mail boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web www.opo-boa.gc.ca.



ANNEX A

STATEMENT OF WORK

Title

Graphic Design Services for Statistics Canada

Background

Statistics Canada is looking to develop a variety of promotional material for the purpose of information and awareness of Statistics Canada, the data it produces, its services and products, to Canadians across Canada. The materials include, but are not limited to, marketing collateral for the purpose of promoting print publications and the Statistics Canada website, increasing survey participation and recruiting material. The contractor will develop bilingual (English and French) materials for these accounts.

Objective

The objective is to prepare graphic art design for Statistics Canada. Services are to include design, art direction, coordination of illustration and/or photography, layout and final production of materials in preparation for printing.

The pieces which require graphic design, art direction, coordination of illustration and/or photography, layout and final product of materials in preparation for printing and are not limited to the following:

1. Two page bi-fold brochure
2. 3-panel brochures
3. Infographics
4. Bookmark 2.5" x 7.5" – full color. Bilingual
5. Booklets
6. Conference books and handouts
7. Post-it note pads.
8. Design a template for one-pagers
9. Posters
10. Book design

Tasks

Upon request, the Contractor must develop the creative, based on, but not limited to, the aforementioned list from text supplied by Statistics Canada. Design layout is that the Contractor is to providing two (2), sketches of the creative in English and French, indicating treatment of text, graphics, imagery and colors ready for print.

All final edited English and French copy will be provided to the design firm by Statistics Canada in a Microsoft Word document. Images will be pre-selected and Statistics Canada will provide links for stock photography websites to the design firm.

Note: Printing will be handled by Statistics Canada.

Constraints

- a) The Contractor must be able to apply quality control in both English and French. The final deliverables must be in English and French;
- b) The Contractor must comply with Federal Identity Program (FIP), Official Languages Act, and the Canadian Multiculturalism Act;



- c) The Contractor must have the capability to deliver final artwork files on CD and/or FTP to our offices within twenty-four (24) hours after the completion of the projects by the Contractor;
- d) The Contractor must be able to communicate with the Project Authority within a 24 hour turnaround time.

Deliverables

The Contractor must complete the concept (design, art direction, format and final production art) in both English and French on a project-by-project basis. The information will be intended for public and/or internal use. The Contractor must provide final files based on the supplied specifications for pre-press and printing to ensure high quality results.

All files must be provided in a high resolution portable document format (PDF), or, native files (if required) in one of the following applications: InDesign, Illustrator, Photoshop or Quark (MAC/PC compatible).

Images and Photographs

The Contractor is free to use either illustrations and/or photographs in the concept. Costs associated with the purchase of stock images or original photography is the responsibility of the design firm. If there is a requirement for stock or original photos, these will be obtained by Statistics Canada and provided for use in the designed product.

Note: Revisions requested to comply with *FIP, Official Languages Act, Canadian Multiculturalism Act* will not be considered as Author's Alterations (AA's).



ANNEX B

BASIS OF PAYMENT

The Contractor will be paid in accordance with the following Basis of Payment for Work performed pursuant to the Contract. All deliverables are F.O.B. Destination, and Canadian Customs Duty included, and GST/HST extra, where applicable.

Canada will not pay any travel or living expenses associated with performing the Work.

Initial Contract Period October 10, 2019 to October 9, 2020	Graphic Design Services	Hourly Rate (\$)
Description		
Graphic Design Services	Graphic Design Products: Includes research, brainstorming, layout, graphic work, color and font selection, photo editing and preparation of files for proofing and for print.	\$
Author's Alterations (AA's)	Any changes requested by Statistics Canada after final sign-off has been received by design firm.	\$
Evaluated Price (A): \$		

Option Period 1: October 10, 2020 to October 9, 2021	Graphic Design Services	Hourly Rate (\$)
Description		
Graphic Design Services	Graphic Design Products: Includes research, brainstorming, layout, graphic work, color and font selection, photo editing and preparation of files for proofing and for print.	\$
Author's Alterations (AA's)	Any changes requested by Statistics Canada after final sign-off has been received by design firm.	\$
Evaluated Price (B): \$		

Option Period 2: October 10, 2021 to October 9, 2022	Graphic Design Services	Hourly Rate (\$)
Description		
Graphic Design Services	Graphic Design Products: Includes research, brainstorming, layout, graphic work, color and font selection, photo editing and preparation of files for proofing and for print.	\$
Author's Alterations (AA's)	Any changes requested by Statistics Canada after final sign-off has been received by design firm.	\$
Evaluated Price (C): \$		



Option Period 3: October 10, 2022 to October 9, 2023	Graphic Design Services	Hourly Rate (\$)
Description		
Graphic Design Services	Includes research, brainstorming, layout, graphic work, color and font selection, photo editing and preparation of files for proofing and for print.	\$
Author's Alterations (AA's)	Any changes requested by Statistics Canada after final sign-off has been received by design firm.	\$
Evaluated Price (D): \$		

Option Period 4: October 10, 2023 to October 9, 2024	Graphic Design Services	Hourly Rate (\$)
Description		
Graphic Design Services	Includes research, brainstorming, layout, graphic work, color and font selection, photo editing and preparation of files for proofing and for print.	\$
Author's Alterations (AA's)	Any changes requested by Statistics Canada after final sign-off has been received by design firm.	\$
Evaluated Price (E): \$		

TOTAL EVALUATED PRICE (A +B + C + D + E):	\$
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ANNEX C

ELECTRONIC PAYMENT INSTRUMENTS

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

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI).



ANNEX D

TASK AUTHORIZATION FORM

TASK AUTHORIZATION (TA) FORM			
Contractor:		Contract Number:	
Commitment #:		Financial Coding:	
Task Number:		Issue Date:	
Amendment Number:		Response Required by:	
1. Statement of Work (Work Activities, Tasks and Deliverables)			
2. Period of Services:	From (Date):	To (Date):	
3. Other Conditions/Constraints			
4. Basis of Payment	Maximum: \$		
5. Contractor's Response:			
Name of Project	Hourly Rate	Total Price	
	\$	\$	
		Estimated Cost	\$
		Applicable Taxes	\$
		Maximum TA Price	\$
Contractor's Signature			
Name, Title and Signature of Individual Authorized to Sign on behalf of Contractor (type or print)		_____ Signature	
Name: Title:		_____ Date	
10. Approval – Contracting Authority			
Name, Title and Signature of Individual Authorized to Sign on behalf of Statistics Canada (type or print)		_____ Signature	
Name: Title:		_____ Date	
You are requested 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 services listed herein and in any attached sheets at the price set out thereof.			