



REQUEST FOR PROPOSAL

RETURN BIDS TO:

Bids must be submitted by email and must be submitted ONLY to the following email address:

aadnc.soumissionbid.aandc@canada.ca

REQUEST FOR PROPOSALS

Proposal to CIRNAC:

We hereby offer to sell to Her Majesty the Queen in right of Canada, as represented by the Minister of Crown-Indigenous Relations and Northern Affairs Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the services listed herein and on any attached sheets at the price(s) set out therefor.

| | |
|--|--|
| Title Graphic Design and Printing | |
| Solicitation Number 1000225467 | |
| Date (YYYYMMDD) 2020-11-11 | |
| Solicitation Closes At 14:00 | Time Zone Eastern Standard Time(EST) |
| On (YYYYMMDD) 2020-11-23 | |
| Contracting Authority | |
| Name Hyeonkyeong Ha | |
| Telephone Number | |
| Facsimile Number | |
| Email Address ellyhyeonkyeong.ha@canada.ca | |
| Destination(s) of Services NCR | |
| Security THIS REQUEST DOES NOT INCLUDE SECURITY PROVISIONS | |
| Instructions: | |
| See Herein | |
| Delivery Required | |
| See Herein | |
| Person Authorized to sign on behalf of Bidder | |
| Name | |
| Title | |

| |
|------------------|
| Bidder |
| Name |
| Address |
| Telephone Number |
| GST/HST Number |
| QST Number |

TABLE OF CONTENTS

| | |
|---|-----------|
| PART 1 - GENERAL INFORMATION | 3 |
| 1.1 SECURITY REQUIREMENTS | 3 |
| 1.2 STATEMENT OF WORK..... | 3 |
| 1.3 SET-ASIDE UNDER THE FEDERAL GOVERNMENT PROCUREMENT STRATEGY FOR ABORIGINAL BUSINESS (PSAB)..... | 3 |
| 1.4 DEBRIEFINGS | 3 |
| PART 2 - BIDDER INSTRUCTIONS | 4 |
| 2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS..... | 4 |
| 2.2 SUBMISSION OF BIDS..... | 4 |
| 2.3 FORMER PUBLIC SERVANT..... | 4 |
| 2.4 ENQUIRIES - BID SOLICITATION..... | 5 |
| 2.5 APPLICABLE LAWS..... | 6 |
| 2.6 BID CHALLENGE AND RECOURSE MECHANISMS..... | 6 |
| PART 3 - BID PREPARATION INSTRUCTIONS..... | 7 |
| 3.1 BID PREPARATION INSTRUCTIONS | 7 |
| PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION..... | 8 |
| 4.1 EVALUATION PROCEDURES..... | 8 |
| 4.2 BASIS OF SELECTION - HIGHEST COMBINED RATING OF TECHNICAL MERIT AND PRICE | 8 |
| ATTACHMENT 1 TO PART 4, TECHNICAL CRITERIA | 10 |
| PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION | 14 |
| 5.1 CERTIFICATIONS REQUIRED WITH THE BID | 14 |
| 5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION | 15 |
| PART 6 - RESULTING CONTRACT CLAUSES | 17 |
| 6.1 SECURITY REQUIREMENTS | 17 |
| 6.2 STATEMENT OF WORK..... | 17 |
| 6.3 STANDARD CLAUSES AND CONDITIONS..... | 17 |
| 6.4 TERM OF CONTRACT | 17 |
| 6.5 AUTHORITIES | 18 |
| 6.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS | 18 |
| 6.7 PAYMENT | 19 |
| 6.8 INVOICING INSTRUCTIONS | 19 |
| 6.9 CERTIFICATIONS AND ADDITIONAL INFORMATION..... | 19 |
| 6.10 APPLICABLE LAWS..... | 20 |
| 6.11 PRIORITY OF DOCUMENTS | 20 |
| ANNEX "A"..... | 21 |
| STATEMENT OF WORK | 21 |
| ANNEX "B"..... | 23 |
| BASIS OF PAYMENT | 23 |

PART 1 - GENERAL INFORMATION

1.1 Security Requirements

1. There is no security requirement applicable to the Contract.

1.2 Statement of Work

The Work to be performed is detailed under Article 6.2 of the resulting contract clauses.

1.3 Set-aside under the Federal Government Procurement Strategy for Aboriginal Business (PSAB)

This procurement is set aside under the federal government Procurement Strategy for Aboriginal Business. For more information on Aboriginal business requirements of the Set-aside Program for Aboriginal Business, refer to [Annex 9.4](#) of the Supply Manual.

This procurement is set aside from the international trade agreements under the provision each has for measures with respect to Aboriginal peoples or for set-asides for small and minority businesses.

Further to Article 800 of the [Canadian Free Trade Agreement](#) (CFTA), CFTA does not apply to this procurement.

1.4 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The [2003](#) (2020-05-28) 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

2.2 Submission of Bids

Bids must be submitted electronically only to Crown-Indigenous Relations and Northern Affairs Canada (CIRNAC) by the date, time and e-mail address indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by any other means to CIRNAC will not be accepted.

2.3 Former Public Servant

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

Definitions

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

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

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

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

Former Public Servant in Receipt of a Pension

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

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

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2019-01](#) 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.

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 (to be confirmed at contract award).

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 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that the Bidder submits its bid electronically in accordance with section 8 of the 2003 standard instructions and as amended in Part 2 - Bidder Instructions, Article 2.1 Standard Instructions, Clauses and Conditions. Bidders are required to provide their bid in a single transmission. The total size of the email, including all attachments, must not exceed 10 megabytes (MB). It is solely the Bidder's responsibility to ensure that the total size of the email does not exceed this limit.

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

- Section I: Technical Bid, one (1) copy by email in a "pdf" format;
- Section II: Financial Bid, one (1) copy by email in a "pdf" format;
- Section III: Certifications, one (1) copy by email in a "pdf" format;

Section I: Technical Bid

In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment.

3.1.1 Electronic Payment of Invoices – Bid

The method of invoice payment by Crown-Indigenous Relations and Northern Affairs Canada (CIRNAC) is by direct deposit to the Contractor's financial institution of choice.

Section III: Certifications

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

Mandatory and Point rated technical evaluation criteria are included in Attachment 4.1

4.2 Basis of Selection - Highest Combined Rating of Technical Merit and Price

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum of 42 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 70 points.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70 % for the technical merit and 30 % for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70 %.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30 %.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

Solicitation No.
 1000225467
 Contract No.
 TBD

| Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%) | | | | |
|---|------------------------------|-----------------------------|----------------------------|----------------------------|
| | | Bidder 1 | Bidder 2 | Bidder 3 |
| Overall Technical Score | | 115/135 | 89/135 | 92/135 |
| Bid Evaluated Price | | \$55,000.00 | \$50,000.00 | \$45,000.00 |
| Calculations | Technical Merit Score | $115/135 \times 70 = 59.63$ | $89/135 \times 70 = 46.15$ | $92/135 \times 70 = 47.70$ |
| | Pricing Score | $45/55 \times 30 = 24.55$ | $45/50 \times 30 = 27.00$ | $45/45 \times 30 = 30.00$ |
| Combined Rating | | 84.18 | 73.15 | 77.70 |
| Overall Rating | | 1st | 3rd | 2nd |

ATTACHMENT 1 TO PART 4, TECHNICAL CRITERIA

MANDATORY TECHNICAL CRITERIA

| | Mandatory Criteria | Met/ Not Met | Cross- Reference to proposal (indicate page#) |
|-----------|---|-----------------|---|
| M1 | <p>BIDDER'S CORPORATE PROFILE</p> <p>The Bidder MUST provide a Corporate Profile which provides the following information:</p> <ul style="list-style-type: none"> • Company Overview identifying it as an Indigenous organization; • Locations of Business in Canada; • A sample of past clients (a minimum number of five) and industries served; • Client Service Model. | | |
| M2 | <p>BIDDER'S EXPERIENCE</p> <p>The Bidder MUST demonstrate that it has the relevant experience in order to perform the work described in this solicitation. The Bidder MUST demonstrate a minimum of five (5) years experience, within the last ten (10) years, providing services as a principal contractor or coordinating through subcontractors (existing relationships), in the following:</p> <ul style="list-style-type: none"> • GRAPHIC DESIGN SERVICES; AND • GRAPHIC DESIGN SERVICES FOR PROJECTS THAT INVOLVED MULTIPLE (MORE THAN 2) INDIGENOUS LANGUAGES <p>The Bidder MUST provide three (3) project summaries with examples of relevant experience including the following information:</p> <ul style="list-style-type: none"> • Project description including the scope of work and project outcomes; • Project timeline - start (MM/YYYY) and end (MM/YYYY) dates; • Name of client organization; and • Client contact including name, phone number and email address. <p>At least one (1) of the project summaries MUST be for a Public Sector** client.</p> <p>** Public Sector shall include Federal (including Crown Corporations), Provincial and Municipal government organizations as well as any quasi-governmental organization in Canada.</p> | | |

| | | | |
|-----------|---|--|--|
| M3 | BIDDER'S EXPERIENCE The Bidder MUST demonstrate that it has the relevant experience in order to perform the work described in this solicitation. The Bidder MUST provide three (3) project summaries with examples of relevant experience providing PRINTING SERVICES as a principal contractor or coordinating through subcontractors (existing relationships). Project Summaries MUST include the following information: <ul style="list-style-type: none">• Project description including the scope of work and project outcomes;• Project timeline - start (MM/YYYY) and end (MM/YYYY) dates;• Name of client organization; and• Client contact including name, phone number and email address. At least one (1) of the project summaries MUST be for a Public Sector** client. ** Public Sector shall include Federal (including Crown Corporations), Provincial and Municipal government organizations as well as any quasi-governmental organization in Canada. | | |
|-----------|---|--|--|

POINT RATED TECHNICAL CRITERIA

| | Rated Requirements | Points | Cross-Reference to proposal (indicate page#) |
|-----------|---|---------------|---|
| R1 | <p>Further to the number of years' experience identified under M2, additional years of experience will be point-rated.</p> <p><u>Number of years of experience</u> Less than 5 years (M2 minimum) – 0 points 5-7 years – 15 points 7+ years – 20 points</p> | /20 | |
| R2 | <p>Further to the number of projects identified under M2, additional projects beyond the minimum that involve a Public Sector client will be point-rated.</p> <p><u>Number of project summaries</u> Less than 2 projects that involve a Public Sector** client - 0 points 2 projects that involve a Public Sector** client – 10 points 3 projects that involve a Public Sector** client – 20 points</p> <p>** Public Sector shall include Federal (including Crown Corporations), Provincial and Municipal government organizations as well as any quasi-governmental organization in Canada.</p> | /20 | |
| R3 | <p>Further to the Bidder's response under M2, the Bidder's demonstrated experience will be subject to point rating.</p> <p>Points Allocation: Details provided regarding the Bidder's experience in providing GRAPHIC DESIGN SERVICES FOR PROJECTS THAT INVOLVED MULTIPLE (MORE THAN 2) INDIGENOUS LANGUAGES to a Public Sector client are <u>relevant</u> to the current requirement (as demonstrated in the Statement of Work herein). – 30 points</p> <p>Details provided regarding the Bidder's experience in providing GRAPHIC DESIGN SERVICES FOR PROJECTS THAT INVOLVED MULTIPLE (MORE THAN 2) INDIGENOUS LANGUAGES to a Public Sector client are only <u>somewhat</u> relevant to the current requirement (as demonstrated in the Statement of Work herein). – 15 points</p> <p>Details provided regarding the Bidder's experience in providing GRAPHIC DESIGN SERVICES FOR PROJECTS THAT INVOLVED MULTIPLE (MORE THAN 2) INDIGENOUS LANGUAGES to a Public Sector client are <u>not at all</u> relevant to the current requirement (as demonstrated in the Statement of Work herein). – 0 points</p> | /30 | |

Solicitation No.
1000225467
Contract No.
TBD

| | Rated Requirements | Points | Cross-Reference to proposal (indicate page#) |
|--|--------------------------------|---------------|---|
| | | | |
| | Minimum Pass Mark (60%) | 42/70 | |
| | Total Points (R1-R3) | 70 | |

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 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.

5.1.2 Additional Certifications Required with the Bid

5.1.2.1 Set-aside for Aboriginal Business

This procurement is set aside under the federal government Procurement Strategy for Aboriginal Business. For more information on Aboriginal business requirements of the Set-aside Program for Aboriginal Business see [Annex 9.4](#) of the *Supply Manual*.

This procurement is set aside from the international trade agreements under the provision each has for measures with respect to Aboriginal peoples or for set-asides for small and minority businesses.

Further to Article 800 of the [Canadian Free Trade Agreement](#) (CFTA), CFTA does not apply to this procurement.

1. This procurement is set aside under the federal government Procurement Strategy for Aboriginal Business, For more information on Aboriginal business requirements of the Set-aside Program for Aboriginal Business, see [Annex 9.4](#), Supply Manual.
2. The Bidder:
 - i. certifies that it meets, and will continue to meet throughout the duration of any resulting contract, the requirements described in the above-mentioned annex;
 - ii. agrees that any subcontractor it engages under any resulting contract must satisfy the requirements described in the above-mentioned annex; and
 - iii. agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.
3. The Bidder must check the applicable box below:

- i. The Bidder is an Aboriginal business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.
OR
 - ii. The Bidder is either a joint venture consisting of two or more Aboriginal businesses or a joint venture between an Aboriginal business and a non-Aboriginal business.
4. The Bidder must check the applicable box below:
- i. The Aboriginal business has fewer than six full-time employees.
OR
 - ii. The Aboriginal business has six or more full-time employees.
5. The Bidder must, upon request by Canada, provide all information and evidence supporting this certification. The Bidder must ensure that this evidence will be available for audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The Bidder must provide all reasonably required facilities for any audits.
6. By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

5.1.2.2 Owner/Employee Certification - Set-aside for Aboriginal Business

If requested by the Contracting Authority, the Bidder must provide the following certification for each owner and employee who is Aboriginal:

1. I am _____ (*insert "an owner" and/or "a full-time employee"*) of _____ (*insert name of business*), and an Aboriginal person, as defined in [Annex 9.4](#) of the *Supply Manual* entitled "Requirements for the Set-aside Program for Aboriginal Business".
2. I certify that the above statement is true and consent to its verification upon request by Canada.

Printed name of owner and/or employee

Signature of owner and/or employee

Date

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 provided will render the bid non-responsive.

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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

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 Security Requirements

6.1.1 There is no security requirement applicable to the Contract.

6.2 Statement of Work

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

6.3 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.

6.3.1 General Conditions

[2010B](#) (2020-05-28), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract with the following adaptations:

- a) References to Public Works and Government Services Canada (PWGSC) are replaced by the Crown-Indigenous Relations and Northern Affairs Canada (CIRNAC); and
- b) Section 10, Subsection 1 is amended as follows:
 - Delete: "Invoices must be submitted in the Contractor's name. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery."
 - Insert: "Invoices must be submitted by Email to the Project Authority in the Contractor's name. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery."
- c) Section 10, Subsection 2, paragraph a. is amended as follows:
 - Delete: "the date, the name and address of the client department, item or reference numbers, deliverable/description of the Work, contract number, Client Reference Number (CRN), Procurement Business Number (PBN), and financial code(s)"
 - Insert: "the contract title and number, the date, deliverable/description of the Work and financial code(s)"

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of Contract to March 31, 2021 inclusive.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Hyeonkyeong Ha
Title: Procurement Officer
Indigenous Services Canada
Material and Assets Management Directorate
Address: 10 Wellington St, Gatineau, QC, K1A 0H4

Telephone: 873-355-2461
E-mail address: ellyhyeonkyeong.ha@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: 2019-01](#) of the Treasury Board Secretariat of Canada.

6.7 Payment

6.7.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in Annex B for a cost of \$ _____ (amount to be inserted at contract award). Customs duties are included and Applicable taxes are extra.

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

6.7.2 Limitation of Price

SACC *Manual* clause [C6000C](#) (2017-08-17) Limitation of Price

6.7.3 Method of Payment – Single Payment

SACC *Manual* clause [H1000C](#) (2008-05-12) Single Payment

6.7.4 Electronic Payment of Invoices – Contract

The method of invoice payment by Crown-Indigenous Relations and Northern Affairs Canada (CIRNAC) is by direct deposit to the Contractor's financial institution of choice.

If not registered for direct deposit payments, to enable payment, the Contractor must complete the Indigenous Services Canada Electronic Payment Request form (http://www.aadnc-aandc.gc.ca/DAM/DAM-INTER-HQ/STAGING/texte-text/20_545_1362495227097_eng.pdf), and submit the form to the address provided.

6.8 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 must be supported by:

- a. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
 - b. a copy of the monthly progress report;
2. Invoices must be distributed as follows:
 - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

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 (to be confirmed at contract award).

6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2010B (2020-05-28), Professional Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated _____ (**insert at contract award**).

ANNEX "A"
STATEMENT OF WORK

1) TITLE

Graphic Design and Printing

2) OBJECTIVE(S):

Graphic design and printing of a Full Report in English and French and a Summary Report in English, French, James Bay Cree, Plains Cree, Ojibway and Inuktitut.

3) BACKGROUND:

Two separate documents capture the history of a program, the structure of the process, the extent to which the program met its objectives, and the impact that the program has had on the lives of individuals. The main document is around 208 pages and the accompanying document which is approximately 34 pages is a condensed summary of the main document. The documents when printed are intended to be a readily accessible product for distribution.

4) SCOPE OF WORK:

The main document consists of a 208+ page full report in English which will be translated into a French version as well. Graphic design is inclusive of pictures provided to the Contractor by Indian Residential Schools Adjudication Secretariat (IRSAS). The print version is to be full colour, bound and printed on 8 1/2" x 11" and available in .pdf and .html versions.

Print run will be in the following numbers:

- 100 copies English
- 25 copies French.

The Summary Report consists of 34+ pages in English which will be translated into separate versions in French, James Bay Cree, Plains Cree, Ojibway and Inuktitut. Graphic design is inclusive of pictures provided to the Contractor by Indian Residential Schools Adjudication Secretariat (IRSAS). The Summary Report will be printed on 8.5" x 11", full colour, double sided and available in .pdf and .html versions.

Printed run will be in the following numbers:

- 2000 English
- 250 French
- 100 in each of the Indigenous languages

Graphic design work includes design mock up for review and incorporation of any required changes prior to final approval and printing.

Work will be distributed in stages, according to completion of translation. Graphic design will commence immediately upon contract award for the English Full Report and Summary Report.

Picture placement recommendations will be provided to the contractor.

Timelines:

Full Report graphic design completion timelines:

- English: 15 business days after issuance of contract
- French: 15 business days after receipt of French material

Summary Report graphic design completion timelines:

- English: 15 business days after issues of contract
- French: 15 business days after receipt of French material
- Indigenous: 15 business days after receipt of Indigenous material

5) TRAVEL:

No travel required

6) CONSTRAINTS:

No professional services are to be included in the quotation.
Delivery of the finished product must occur on or before March 3, 2021

7) CLIENT SUPPORT:

The English version of the Full and Summary reports will be provided to the contractor on the date the contract is awarded, translated versions will follow throughout the course of the contract. Pictures for inclusion in both the Full and Summary Reports will be provided to the contractor on the date the contract is awarded. Recommendations for picture placement with both reports will be provided to the contractor on the date the contract is awarded.

8) MEETINGS:

Progress updates will be provided to IRSAS weekly from the contractor. Meetings will be scheduled by the IRSAS by telephone. Initial review of the English version of the design is to occur 30 business days after contract award.

ANNEX "B"

BASIS OF PAYMENT

The Contractor will be paid in accordance with the following Basis of Payment for Work performed pursuant to this Contract. for the provision of services as described in Annex A - Statement of Work, the Contractor shall be paid the all-inclusive firm price rate as stated below, applicable taxes are extra.

| Description | Estimated Price |
|--------------------------------------|-----------------|
| Graphic Design and Printing Services | \$TBD |
| Applicable taxes | \$TBD |
| Grand Total | \$TBD |