



Request for Proposal: ISED198376

RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

The Department of Industry (also known as Innovation, Science and Economic Development (ISED) Canada)
Ministère de l'Industrie (également connu sous le nom d'Innovation, Sciences et Développement économique (ISDE) Canada)

Email: ic.cmmbidreceiving-receptiondesoffrescgm.ic@canada.ca

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

Proposal To: Innovation, Science and Economic Development Canada

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out thereof.

Proposition aux: Innovation, Sciences et Développement économique Canada

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexées, au(x) prix indiqué(s).

**Instructions : See Herein
Instructions: Voir aux présentes**

**Comments - Commentaires
This document does not contain a Security Requirement - Ce document contient pas une exigence de sécurité**

Issuing Office – Bureau de distribution
Innovation, Science and Economic Development Canada / Innovation, Sciences et Développement économique Canada
Contracts & Materiel Management / Contrats et gestion du matériel
235 rue Queen Street
Ottawa, Ontario, K1A 0H5

Title – Sujet	
Graphic Design Services for the Strategic Communications and Marketing Sector (SCMS)	
Solicitation No. – N° de l'invitation	Date
ISED198376	April 1, 2021
Solicitation Closes – L'invitation prend fin	Time Zone Fuseau horaire
at – à 02:00 PM on – le May 11, 2021	Eastern Daylight Time (EDT)
F.O.B. - F.A.B.	
Plant-Usine: <input type="checkbox"/> Destination: X Other-Autre: <input type="checkbox"/>	
Address Inquiries to : - Adresser toutes questions à:	
Julie Wistaff julie.wistaff@canada.ca	
Telephone No. – N° de téléphone :	
613-327-5174	
Destination – of Goods, Services, and Construction: Destination – des biens, services et construction :	
See Herein Précisé dans les présentes	

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



Request for Proposal (RFP)

For the provision of

**Graphic Design Services for the Strategic
Communications and Marketing Sector (SCMS)**

for

**Innovation, Science and Economic Development
Canada**

ISED198376

The work is currently not being performed by a contracted resource.



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PART 1 - GENERAL INFORMATION

1. Introduction

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

Part 1 General Information: provides a general description of the requirement;

Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;

Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;

Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;

Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;

Part 6 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Appendices include the Statement of Work, the Terms of Payment and the Task Authorization Form.

The Attachments include the Pricing Schedule, the Evaluation Criteria and the Additional Certifications Required Precedent to Contract Award.

2. Summary

Innovation, Science and Development Canada's (ISED) Strategic Communications and Marketing Sector (SCMS) provide project specific support for planned and unplanned activities requiring graphic design services. The objective is to establish, through a Request for Proposal, a maximum of two (2) contracts with task authorizations on an as and when required basis for the provision of graphic design services that fall out of scope or beyond capacity for existing resources within ISED. The contract period will be from contract award to March 31, 2022 with two (2) one (1) year option periods.

The requirement is subject to the provisions of the Canada-United States Mexico Agreement (CUSMA), Canadian Free Trade Agreement (CFTA), the Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP), the Comprehensive Economic and Trade Agreement (European Union), the World Trade Organization – Agreement on Government Procurement (WTO-GPA), the Canada-Chile Free Trade Agreement (CCFTA), the Canada-Colombia Free Trade Agreement, the Canada-Honduras Free Trade



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Agreement, the Canada-Korea Free Trade Agreement, the Canada-Panama Free Trade Agreement, the Canada-Peru Free Trade Agreement, and the Canada-Ukraine Free Trade Agreement.

This bid solicitation is to establish a contract with task authorizations for the delivery of the requirement detailed in the bid solicitation to the Identified Users across Canada, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside the resulting contract.

The Federal Contractors Program (FCP) for employment equity applies to this procurement; see Part 5 – Certifications and Additional Information, Part 7 - Resulting Contract Clauses and the attachment titled *Federal Contractors Program for Employment Equity - Certification*.

3. Security

There is no security requirement associated with this requirement.

4. Legal Capacity

The Bidder must have the legal capacity to contract. If the Bidder is a sole proprietorship, a partnership or a corporate body, the Bidder must provide, if required by the Contracting Authority, a statement and any requested supporting documentation including the laws under which it is registered or incorporated together with the registered or corporate name and place of business. These requirements also apply to bidders submitting a bid as a joint venture.

Definition of Bidder

"Bidder" means the person or entity (or, in the case of a joint venture, the persons or entities) submitting a bid to perform the Work. It does not include the parent, subsidiaries or other affiliates of the Bidder, or its subcontractors.

Definition of Joint Venture

Association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred as a consortium, to bid together on a requirement and to perform the Work.

5. Debriefings

Bidders may request a debriefing on the results of the bid solicitation. Bidders must make the request to the Contracting Authority within fifteen (15) working days of receipt of the results of the bid solicitation. The debriefing may be provided in writing, by telephone or in person.



PART 2 – INSTRUCTIONS TO BIDDERS

1. Glossary of Terms

TERM	DEFINITION / MEANING
RFP	Request for Proposal
ISED	Innovation, Science and Economic Development Canada
Mandatory requirements	Whenever the words “shall”, “must”, “will” and “mandatory” appear in this document or any related document forming a part hereof, the item being described is a mandatory requirement. Failure to comply or demonstrate compliance with a mandatory requirement will render the bid non-responsive and the bid will not be considered further.
Should	The word “should” means an action that is preferred but not mandatory.
Minister	The Minister of Innovation, Science and Industry.
Canada	“means Her Majesty the Queen in right of Canada as represented by the Minister of ISED and any other person duly authorized to act on behalf of that Minister”.

2. General Conditions

The general conditions as set out in Innovation, Science and Economic Development Canada’s [General Conditions of a Service Contract](#) will form part of and shall be incorporated into the resulting contract. This document is available at the following website: https://www.ic.gc.ca/eic/site/113.nsf/eng/h_06661.html.

3. Instructions, Clauses and Conditions

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

4. Submission of Bids

4.1 Bids must be submitted only to Innovation, Science and Economic Development Canada by the date, time and place indicated on page 1 of the bid solicitation.

Electronic proposals must have separate files attached for each section as detailed in Part 3 – Bid Preparation Instructions. The subject line must be in the following format: Subject Line: Proposal for RFP# ISED198376. Total email file size cannot exceed 20MB.

Please note: Electronic Proposals must not be copied to any other address or individual. Failure to comply will be grounds for disqualification and the proposal will not be evaluated.

Ensure name, address, Closing Date, and Solicitation Number are clearly identified.

Failure to comply with 4. will be grounds for disqualification and proposal will not be evaluated.

4.2 Canada requires that each bid, at closing time, be signed by the Bidder or by an authorized representative of the Bidder. In the event of a bid submitted by a contractual joint venture, the bid shall either be signed by all parties of the joint venture or a statement shall be provided to the effect that the signatory has the authority to bind all parties of the joint venture.

4.3 It is the Bidder’s responsibility to:



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- a. obtain clarification of any terms, conditions or technical requirements contained in the solicitation, if necessary, before submitting a bid;
 - b. prepare its bid in accordance with the instructions contained in the bid solicitation;
 - c. submit by closing date and time a signed complete bid;
 - d. send its bid only to ISED as specified on Page 1 of the bid solicitation or to the address specified in the bid solicitation;
 - e. ensure that the Bidder's name, return address, the bid solicitation number, and bid solicitation closing date and time are clearly visible on the envelope(s) or the parcel(s) containing the bid;
 - f. provide a comprehensible and sufficiently detailed bid, including all requested pricing details, that will permit a complete evaluation in accordance with the criteria set out in the bid solicitation; and
 - g. include the name and telephone number of a representative who may be contacted for clarification or other matters relating to the Bidder's proposal.
- 4.4 Bids will remain open for acceptance for a period of not less than one-hundred and twenty (120) calendar days from the closing date of the bid solicitation, unless specified otherwise in the bid solicitation. Canada reserves the right to seek an extension of the bid validity period from all responsive bidders in writing, within a minimum of three (3) business days before the end of the bid validity period. If the extension is accepted by all responsive bidders, Canada will continue with the evaluation of the bids. If the extension is not accepted by all responsive bidders, Canada will, at its sole discretion, either continue with the evaluation of the bids of those who have accepted the extension or cancel the solicitation.
- 4.5 Bid documents and supporting information must only be submitted in either English or French.
- 4.6 Pricing information must not be included in any section of the proposal other than the Financial Proposal section of the bid.
- 4.7 Bids received on or before the stipulated bid solicitation closing date and time will become the property of Canada and will not be returned. All bids will be treated as confidential, subject to legal obligations including the provisions of the [Access to Information Act](#), R.S. 1985, c.A-1 and the [Privacy Act](#), R.S. 1985, c. P-21, international obligations and judicial order.
- 4.8 Unless specified otherwise in the bid solicitation, Canada will evaluate only the documentation provided with a Bidder's proposal. Canada will not evaluate information such as references to website addresses where additional information can be found, or technical manuals or brochures not submitted with the bid.
- 4.9 Proposals received after the closing time and date shown will not be considered and will be returned unopened to the sender.
- 4.10 The Bidder's signature indicates acceptance of the terms and conditions governing the resulting contract and the Minister reserves the right to reject any proposal including any condition proposed by the Bidder that would not be, in the opinion of the Contracting Authority, in Canada's interest.

5. Notice to bidders

The following terms and conditions may apply to this solicitation:

- 5.1 Bidders may be required to provide, prior to contract award, specific information with respect to their legal and financial status, and their technical capability to satisfy the requirement as stipulated in this solicitation.
- 5.2 a) For Canadian-based bidders, prices must be firm (in Canadian funds) with Canadian customs duties and excise taxes as applicable INCLUDED, and Goods and Services Tax (GST) or Harmonized Sales Taxes (HST) as applicable EXCLUDED.



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b) For Foreign-based bidders, prices must be firm (in Canadian funds) and EXCLUDE Canadian customs duties, excise taxes and GST or HST as applicable. CANADIAN CUSTOMS DUTIES AND EXCISE TAXES PAYABLE BY ISED WILL BE ADDED, FOR EVALUATION PURPOSES ONLY, TO THE PRICES SUBMITTED BY FOREIGN-BASED BIDDERS.

- 5.3 The contract term “Employment Equity” and any clause relating to international sanctions, if and when included in this document, apply to Canadian-based bidders only.

6. Communication – Solicitation Period

- 6.1 To ensure the integrity of the competitive bid process, enquiries and other communications regarding the bid solicitation, from the issue date of the solicitation up to the closing date (the “bid solicitation period”), must be directed ONLY to the Contracting Authority identified in the bid solicitation. Enquiries and other communications are NOT to be directed to any other government official(s). Failure to comply with this request may (for that reason alone) result in the bid being declared non-responsive.
- 6.2 Bidders must reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care must 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 proprietary in nature must be clearly marked “proprietary” at each relevant item. Items identified as “proprietary” will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders.
- 6.3 All enquiries regarding this bid solicitation must be submitted in writing to the Contracting Authority named below as early as possible within the solicitation period to allow sufficient time to provide a response. All enquiries must be submitted in writing no later than seven (7) working days before the bid closing date. Enquiries received after that time may not be answered.

The Contracting Authority is:

Name: Julie Wistaff
Title: Procurement Officer
Email address: julie.wistaff@canada.ca
Telephone Number: 613-327-5174

- 6.4 To ensure consistency and quality of information provided to bidders, the Contracting Authority will simultaneously distribute any information with respect to significant enquiries received and the replies to such enquiries without revealing the sources of the enquiries.
- 6.5 Meetings will not be held with individual bidders prior to the closing date and time of this RFP.
- 6.6 Amendments to the Bidder’s proposal will not be accepted after the RFP closing date and time.

7. 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 Canadian territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or Canadian 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 Bidder.



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8. Rights of Canada

Canada reserves the right to:

- a. reject any or all bids received in response to the bid solicitation;
- b. enter into negotiations with bidders on any or all aspects of their bids;
- c. accept any bid in whole or in part without negotiations;
- d. cancel the bid solicitation at any time;
- e. reissue the bid solicitation;
- f. if no responsive bids are received and the requirement is not substantially modified, re-tender the requirement by inviting only the bidders who bid to re-submit bids within a period designated by Canada;
- g. negotiate with the sole responsive Bidder to ensure best value to Canada;
- h. accept, or waive, a non-material error of form in a Bidder's proposal or, where practical to do so, request a Bidder to correct a non-material error of form in the Bidder's proposal provided there is no change in the price quoted;
- i. award more than one contract for the requirement if it is determined that no single proposal satisfies the project objectives; and
- j. retain all proposals submitted in response to this bid solicitation.

9. Price Support

In the event that the Bidder's proposal is the sole responsive bid received, the Bidder must provide, on Canada's request, one or more of the following price support if applicable:

- a. a current published price list indicating the percentage discount available to Canada; or
- b. copies of paid invoices for the like quality and quantity of the goods, services or both sold to other customers; or
- c. a price breakdown showing the cost of direct labour, direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, etc., and profit; or
- d. price or rate certifications; or
- e. any other supporting documentation as requested by Canada.

10. Bid Costs

No payment will be made for costs incurred in the preparation and submission of a bid in response to the bid solicitation. Costs associated with preparing and submitting a bid as well as any costs incurred by the Bidder associated with the evaluation of the bid, are the sole responsibility of the Bidder.

11. Conduct of Evaluation

In conducting its evaluation of the bids, Canada may, but will have no obligation to, do the following:

- a. seek clarification or verification from bidders regarding any or all information provided by them with respect to the bid solicitation;
- b. contact any or all references supplied by bidders to verify and validate any information submitted by them;
- c. request, before award of any contract, specific information with respect to Bidder's legal status;
- d. conduct a survey of Bidder's facilities and/or examine their technical, managerial, and financial capabilities to determine if they are adequate to meet the requirements of the bid solicitation;
- e. correct any error in the extended pricing of bids by using unit pricing and any error in quantities in bids to reflect the quantities stated in the bid solicitation;



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- f. verify any information provided by bidders through independent research, use of any government resources or by contacting third parties;
- g. interview, at the sole costs of bidders, any Bidder and/or any or all of the resources proposed by bidders to fulfil the requirement of the bid solicitation.

Bidders will have the number of days specified in the request by the Contracting Authority to comply with any request related to any of the above items. Failure to comply with the request may result in the bid being declared non-responsive.

12. Conflict of Interest – Unfair Advantage

In order to protect the integrity of the procurement process, bidders are advised that Canada may reject a bid in the following circumstances:

- a. if the Bidder, any of its subcontractors, any of their respective employees or former employees was involved in any manner in the preparation of the bid solicitation;
- b. if the Bidder, any of its subcontractors, any of their respective employees or former employees had access to information related to the bid solicitation that was not available to other bidders and that would, in Canada's opinion, give the Bidder an unfair advantage.

The experience acquired by a Bidder who is providing or has previously provided the goods and/or services described in the bid solicitation (or similar goods and/or services) will not, in itself, be considered by Canada as conferring an unfair advantage or creating a conflict of interest. This Bidder remains however subject to the criteria established above.

Where Canada intends to reject a bid under this section, the Contracting Authority will inform the Bidder and provide the Bidder an opportunity to make representations before making a final decision. Bidders who are in doubt about a particular situation should contact the Contracting Authority before bid closing. By submitting a bid, the Bidder represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Bidder acknowledges that it is within Canada's sole discretion to determine whether a conflict of interest or unfair advantage exists.

13. Entire Requirement

The bid solicitation documents contain all the requirements relating to the solicitation. Any other information or documentation provided to or obtained by a Bidder from any source are not relevant. Bidders should not assume that practices used under previous contracts will continue, unless they are described in the bid solicitation. Bidders should also not assume that their existing capabilities meet the requirements of the bid solicitation simply because they have met previous requirements.

14. 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 reasons for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority in accordance with the article entitled "Enquiries – Bid Solicitation". Canada will have the right to accept or reject any or all suggestions.

15. Basis for Canada's Ownership of Intellectual Property



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Innovation, Science and Economic Development Canada has determined that any intellectual property rights arising from the performance of the Work under the 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](#): where the main purpose of the Crown Procurement Contract, or of the deliverables contracted for, is to generate knowledge and information for public dissemination or to inform internal decision-making.

16. 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.

17. Integrity provisions—bid

1. The [Ineligibility and Suspension Policy](#) (the "Policy") in effect on the date the bid solicitation is issued, and all related Directives in effect on that date, are incorporated by reference into, and form a binding part of the bid solicitation. The Bidder must comply with the Policy and Directives, which can be found at [Ineligibility and Suspension Policy](#).
2. Under the Policy, charges and convictions of certain offences against a Supplier, its affiliates or first tier subcontractors, and other circumstances, will or may result in a determination by Public Works and Government Services Canada (PWGSC) that the Supplier is ineligible to enter, or is suspended from entering into a contract with Canada. The list of ineligible and suspended Suppliers is contained in PWGSC's Integrity Database. The Policy describes how enquiries can be made regarding the ineligibility or suspension of Suppliers.
3. In addition to all other information required in the bid solicitation, the Bidder must provide the following:
 - a. by the time stated in the Policy, all information required by the Policy described under the heading "Information to be Provided when Bidding, Contracting or Entering into a Real Property Agreement"; and
 - b. with its bid, a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy. The list of foreign criminal charges and convictions must be submitted using an Integrity Declaration Form, which can be found at [Declaration form for procurement](#).
4. Subject to subsection 5, by submitting a bid in response to this bid solicitation, the Bidder certifies that:
 - a. it has read and understands the [Ineligibility and Suspension Policy](#);
 - b. it understands that certain domestic and foreign criminal charges and convictions, and other circumstances, as described in the Policy, will or may result in a determination of ineligibility or suspension under the Policy;
 - c. it is aware that Canada may request additional information, certifications, and validations from the Bidder or a third party for purposes of making a determination of ineligibility or suspension;
 - d. it has provided with its bid a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy;



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- e. none of the domestic criminal offences, and other circumstances, described in the Policy that will or may result in a determination of ineligibility or suspension, apply to it, its affiliates and its proposed first tier subcontractors; and
 - f. it is not aware of a determination of ineligibility or suspension issued by PWGSC that applies to it.
5. Where a Bidder is unable to provide any of the certifications required by subsection 4, it must submit with its bid a completed Integrity Declaration Form, which can be found at [Declaration form for procurement](#).
6. Canada will declare non-responsive any bid in respect of which the information requested is incomplete or inaccurate, or in respect of which the information contained in a certification or declaration is found by Canada to be false or misleading in any respect. If Canada establishes after award of the Contract that the Bidder provided a false or misleading certification or declaration, Canada may terminate the Contract for default. Pursuant to the Policy, Canada may also determine the Bidder to be ineligible for award of a contract for providing a false or misleading certification or declaration.

PART 3 – BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

Canada requests that bidders prepare and submit their formal proposal as four (4) separately bound sections as follows:

Section I:	Technical Bid
Section II:	Financial Bid
Section III:	Certifications
Section IV:	Additional Information

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

All references to descriptive material, technical manuals and brochures must be included in the bid.

Section I: Technical Bid

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

The technical bid must address clearly and in sufficient depth the points that are subject to the evaluation criteria, contained in Part IV, 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, and 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.

Resumes for proposed resources: Unless specified otherwise in the RFP, the technical bid must include resumes for each of the proposed resources identified in the bid solicitation that demonstrate that each proposed individual meets the requirement(s).

Joint-Venture Experience

- i. Where the Bidder is a joint venture with existing experience as that joint venture, it may submit the experience that it has obtained as that joint venture.



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Example: A bidder is a joint venture consisting of members L and O. A bid solicitation requires that the bidder demonstrate experience providing maintenance and help desk services for a period of 24 months to a customer with at least 10,000 users. As a joint venture (consisting of members L and O), the bidder has previously done the work. This bidder can use this experience to meet the requirement. If member L obtained this experience while in a joint venture with a third party N, however, that experience cannot be used because the third party N is not part of the joint venture that is bidding.

- ii. A joint venture bidder may rely on the experience of one of its members to meet any given technical criterion of this bid solicitation.

Example: A bidder is a joint venture consisting of members X, Y and Z. If a solicitation requires: (a) that the bidder have 3 years of experience providing maintenance service, and (b) that the bidder have 2 years of experience integrating hardware with complex networks, then each of these two requirements can be met by a different member of the joint venture. However, for a single criterion, such as the requirement for 3 years of experience providing maintenance services, the bidder cannot indicate that each of members X, Y and Z has one year of experience, totaling 3 years. Such a response would be declared non-responsive.

- iii. Joint venture members cannot pool their abilities with other joint venture members to satisfy a single technical criterion of this bid solicitation. However, a joint venture member can pool its individual experience with the experience of the joint venture itself. Wherever substantiation of a criterion is required, the Bidder is requested to indicate which joint venture member satisfies the requirement. If the Bidder has not identified which joint venture member satisfies the requirement, the Contracting Authority will provide an opportunity to the Bidder to submit this information during the evaluation period. If the Bidder does not submitted this information within the period set by the Contracting Authority, its bid will be declared non-responsive.

Example: A bidder is a joint venture consisting of members A and B. If a bid solicitation requires that the bidder demonstrate experience providing resources for a minimum number of 100 billable days, the bidder may demonstrate that experience by submitting either:

- Contracts all signed by A;
- Contracts all signed by B; or
- Contracts all signed by A and B in joint venture, or
- Contracts signed by A and contracts signed by A and B in joint venture, or
- Contracts signed by B and contracts signed by A and B in joint venture.

That show in total 100 billable days.

- iv. Any Bidder with questions regarding the way in which a joint venture bid will be evaluated should raise such questions through the Enquiries process as early as possible during the bid solicitation period.

Part 4, Section 1 – Evaluation Procedures and Attachment 1 to Part 4, Evaluation Criteria, contain additional instructions that bidders must consider when preparing their technical bid.

Section II: Financial Bid

The financial bid must be submitted as a separate package to the technical bid.

Bidders must submit their financial bid in Canadian funds and in accordance with the pricing schedule detailed in Attachment 1 to Part 3.

When the Bidder is required to bid a firm price for the work or any portion of the work, bidders must provide in their financial bid a price breakdown for the firm price quoted.

When preparing their financial bid, bidders must review the Terms of Payment in Appendix B.

Electronic Payment of Invoices – Bid

Canada requests that bidders:

1. select option 1 or, as applicable, option 2 below; and



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2. include the selected option in Section II of their bid.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

Option 1:

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

- () VISA Acquisition Card
- () MasterCard Acquisition Card
- () Direct Deposit (Domestic and International)
- () Electronic Data Interchange (EDI)
- () Wire Transfer (International Only)
- () Large Value Transfer System (LVTS) (Over \$25M)

Option 2:

- () The Bidder does not accept to be paid by Electronic Payment Instruments.

Exchange Rate Fluctuation

[C3011T \(2013-11-06\), Exchange Rate Fluctuation](#)

Section III: Certifications

Bidders must submit the certifications required under Part 5.

Section IV: Additional Information

In section IV of their bid, bidders must provide the following information:

1. their legal name;
2. their Procurement Business Number (PBN) (for additional information on how to register to obtain a PBN, refer to the following website: <https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/register-as-a-supplier>);
3. their full mailing address;
4. the name of the contact person (including this person's mailing address, phone number and email address) authorized by the Bidder to enter into communications with Canada with regards to their bid, and any contract that may result from their bid.

2. Accessibility Standards

In accordance with the [Treasury Board Contracting Policy](#) and the *Accessible Canada Act*, federal departments and agencies must consider accessibility criteria and features when procuring goods or services. Therefore, bidders are encouraged to highlight all the accessibility features and components of their proposal for this requirement and must:

- (i) demonstrate how the proposed goods and/or services meet the accessibility requirement at delivery; or
- (ii) describe how it would deliver the proposed goods and/or services under any resulting contract in a way that satisfies the mandatory requirement.



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ATTACHMENT 1 TO PART 3 - PRICING SCHEDULE

The Bidder should complete this pricing schedule and include it in its financial bid once completed. As a minimum, the Bidder must respond to this pricing schedule by including in its financial bid for each of the periods specified below its quoted all-inclusive fixed daily rate (in Can \$) for each of the resource categories identified.

The volumetric data included in this pricing schedule are provided for bid evaluated price determination purposes only. They are not to be considered as a contractual guarantee. Their inclusion in this pricing schedule does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.

The rates included in this pricing schedule includes the total estimated cost of any travel and living expenses that may need to be incurred inside the National Capital Region (NCR) defined in the [National Capital Act \(R.S.C., 1985, c. N-4\)](#), available on the Justice Website (<https://laws-lois.justice.gc.ca/eng/acts/n-4/>).

Under any resulting contract, Canada will not accept travel and living expenses that may need to be incurred by the contractor for any relocation of resources required to satisfy its contractual obligations.

PRICING SCHEDULE 1 – PROFESSIONAL FEES				
1	Period 1 – Initial Contract Period (from date of contract award to March 31, 2022)			
	Category	All-inclusive fixed Hourly Rate	Volumetric Data (estimated)	Total (CAD)
		A	B	C = A x B
1a	Project Manager		240 Hours	
1b	Graphic Designer		360 Hours	
1c	Art Director		240 Hours	
1d	Account Manager		120 Hours	
1e	Author's Alterations		360 Hours	
Pricing Schedule 1 Total (excluding tax):				\$



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PRICING SCHEDULE 2 – PROFESSIONAL FEES				
2	Option Period 1			
	Category	All-inclusive fixed Hourly Rate	Volumetric Data (estimated)	Total (CAD)
		A	B	C = A x B
2a	Project Manager		240 Hours	
2b	Graphic Designer		360 Hours	
2c	Art Director		240 Hours	
2d	Account Manager		120 Hours	
2e	Author's Alterations		360 Hours	
Pricing Schedule 2 Total (excluding tax):				\$

PRICING SCHEDULE 3 – PROFESSIONAL FEES				
3	Option Period 2			
	Category	All-inclusive fixed Hourly Rate	Volumetric Data (estimated)	Total (CAD)
		A	B	C = A x B
3a	Project Manager		240 Hours	
3b	Graphic Designer		360 Hours	
3c	Art Director		240 Hours	
3d	Account Manager		120 Hours	
3e	Author's Alterations		360 Hours	
Pricing Schedule 3 Total (excluding tax):				\$
Bidder's Total Evaluated Price – Sum of Schedule 1, 2 and 3 (excluding taxes):				\$
Applicable taxes:				\$



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Variation in Resource Rates By Time Period: For any given Resource Category, where the financial tables provided by Canada allow different firm rates to be charged for a resource category during different time periods:

- i. the rate bid must not increase by more than 5% from one time period to the next, and
- ii. the rate bid for the same Resource Category during any subsequent time period must not be lower than the rate bid for the time period that includes the first month of the Initial Contract Period.



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PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

Proposals will be evaluated in three separate steps as follows:

- a) Evaluation of the Mandatory Requirements. Only proposals meeting all of the Mandatory Requirements will advance to Step b);
- b) Evaluation of the Point-Rated Requirements. Only proposals meeting the Minimum Pass Mark under the Rated requirements will advance to Step c);
- c) Evaluation of the financial proposal.

Note: ISED may choose to terminate the evaluation of any proposal upon the first findings of non-compliance with a mandatory requirement or upon the first finding where a proposal fails to meet a minimum score for a rated requirement.

An evaluation team comprised of representatives of the Government of Canada will evaluate the proposals.

The evaluation team reserves the right, but is not obliged, to perform any of the following:

- a) Seek clarification or verify any or all information provided by a Bidder with respect to this RFP; and
- b) Contact any of the references supplied and to interview, at the sole cost of the Bidder, the Bidder and/or any or all of the resources proposed by the Bidder to fulfill the requirement, at Innovation, Science and Economic Development Canada in Ottawa, Ontario, on 48 hours notice, to verify and validate any information or data submitted by the Bidder.

1.1 Technical Evaluation

1.1.1 Mandatory Technical Criteria

Refer to Attachment 1 to Part 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.

1.2 Financial Evaluation

For bid evaluation and Contractor selection purposes only, the evaluated price of a bid will be determined in accordance with the Pricing Schedule detailed in Attachment 1 to Part 3.



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2. Basis of Selection - Highest Combined Rating of Technical Merit (70%) and Price (30%)

2.1 To be declared responsive, a bid must:

- (a) comply with all the requirements of the bid solicitation;
- (b) meet all the mandatory technical and financial evaluation criteria; and
- (c) obtain the required minimum number of points specified in Attachment 1 to Part 4 for the point rated technical criteria.

2.2 Bids not meeting (a) or (b) or (c) will be declared non-responsive. Neither the responsive bid obtaining the highest number of points nor the one with the lowest evaluated price will necessarily be accepted.

2.3 The lowest evaluated price (LP) of all responsive bids will be identified and a pricing score (PS), determined as follows, will be allocated to each responsive bid (i): $PS_i = LP / P_i \times 30$. P_i is the evaluated price (P) of each responsive bid (i).

2.4 A technical merit score (TMS), determined as follows, will be allocated to each responsive bid (i): $TMS_i = OS_i \times 70$. OS_i is the overall score (OS) obtained by each responsive bid (i) for the total of all the point rated technical criteria for Stage 2 as specified in Attachment 1 to Part 4, determined as follows: total number of points obtained / maximum number of points available.

2.5 The combined rating (CR) of technical merit and price of each responsive bid (i) will be determined as follows: $CR_i = PS_i + TMS_i$.

2.6 The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract. In the event two or more responsive bids have the same highest combined rating of technical merit and price, the responsive bid that obtained the highest overall score for all the point rated technical criteria detailed in Attachment 1 to Part 4 will be recommended for award of a contract.

2.7 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 equal 135 and the lowest evaluated price is \$45,000 (45).

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	$115/135 \times 70 = 59.62$	$89/135 \times 70 = 46.15$	$92/135 \times 70 = 47.70$
	Pricing Score	$45/55 \times 30 = 24.54$	$45/50 \times 30 = 27$	$45/45 \times 30 = 30$
Combined Rating		84.16	73.15	77.70
Overall Rating		1st	3rd	2nd



ATTACHMENT 1 TO PART 4 - EVALUATION CRITERIA

1. Mandatory Technical Criteria

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

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

Innovation, Science and Economic Development Canada may decide to terminate the evaluation upon the first finding of non-compliance of a mandatory requirement.

	Evaluation Criteria	Met/Not Met	Cross Reference to proposal
M1	<p>CORPORATE SUMMARY</p> <p>The Bidder must provide a Corporate Summary which demonstrates that they have been in operation for a minimum of five (5) years providing graphic design services, detailing the following information:</p> <ul style="list-style-type: none"> • Business name; • Legal structure; • Brief summary of the management team and their experience; and • A description of products and services. <p>***Limit of 2 pages</p>		
M2	<p>PROJECT MANAGEMENT</p> <p>The Bidder must demonstrate significant experience in project management by providing the CV of the organization's lead project manager indicating all relevant experience in the coordination of graphic design and creative projects. The CV of the lead project manager must demonstrate a minimum of five (5) years within the last ten (10) years in a senior project management role(s) on projects in accumulated excess of \$100,000.</p> <p>***Limit of two (2) pages</p>		
M3	<p>DEPLOYMENT OF RESOURCES</p> <p>Urgent work of a significant nature may require a turnaround time of 5 business days or less and multiple resources.</p> <p>Significant work could include:</p> <ul style="list-style-type: none"> • Creative sessions; • The development of new design concepts to support program announcements; 		



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	<ul style="list-style-type: none">• Redesigns of existing major web components or initiatives; and• Full campaigns for web, social media, video and/or print; and• Report layouts up to 100 pages in both official languages. <p>The Bidder must demonstrate that they are able to deploy a team of a minimum of four (4) resources in less than 72 hours to undertake urgent work of a significant scale. CVs must be provided for the following positions:</p> <ul style="list-style-type: none">• 1 creative director,• 1 project manager and• 2 graphic designers. <p>*One person cannot fulfill multiple roles</p> <p>***Limit of 9 pages</p>		
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2. Point Rated Technical Criteria

Bids which meet all the mandatory technical criteria will be evaluated and scored as specified in the tables inserted below.

Bids which fail to obtain the required minimum number of points specified will be declared non-responsive. Each point rated technical criterion should be addressed separately.

	Rated Requirements	Maximum Number of Points	Minimum Number of Points
R1	<p>Further to the number of years' experience identified under M1, additional years of experience will be point-rated.</p> <p>Number of year of experience</p> <p>Less than five (5) years (M1 minimum) – 0 points 5-7 years – 15 points 7+ years – 20 points</p>	/20	
R2	<p>PROJECT MANAGEMENT CERTIFICATION</p> <p>The lead project manager or at least one (1) of the principals of the organization should possess one (1) of the following project management certifications (or equivalent):</p> <ul style="list-style-type: none"> • Certified Associate in Project Management® (CAPM®), • Project Management Professional® (PMP), • PMI Agile Certified Practitioner® (PMI-ACP®) <p>The CVs of the individuals should be provided and clearly demonstrate the certification obtained.</p>	/5	
R3	<p>GRAPHIC DESIGN CERTIFICATION</p> <p>Key members of the design team (president, vice-president, art director and graphic designers) should possess a national level certification in graphic design such as the Graphic Designers of Canada (GDC) Certification or those from other countries.</p> <p>The CVs of a maximum of two (2) resources should be provided and clearly demonstrate the certification obtained.</p> <p>2 points – 1 resource 5 points – 2 resources</p>	/5	



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R4	QUALITY ASSURANCE The Bidder should demonstrate having in place a formal Quality Assurance process and methodology to identify problems and prevent common errors in editing, formatting, layout and pre-press. Limit of one (1) page	/Up to 10	
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PROJECT REVIEW

ISED strives to create graphic design products that respect the highest levels of quality for graphic design products. Our focus is on creating products that are compelling, professionally laid out and original while meeting the Government of Canada's requirements on [Federal Identity](#), [usability](#), [official languages](#) and [accessibility](#).

Bidders should demonstrate that they are able to take on graphic design projects that would, under normal circumstances, be undertaken by ISED's internal resources.

In order to evaluate the design and execution of graphic design projects, Bidders should submit three (3) project summaries for review as well as samples of designs produced for each project.

Each project summary should:

- Be a maximum of five (5) pages;
- Include:
 - the client name;
 - scope of work;
 - production timeframe;
 - the budget for the work completed (rounded to the nearest \$5,000);
 - list of products developed;
 - a client reference; and
 - at least 3 samples of work produced under this project (Items can include and are not limited to overall branding, social media graphics, web banners/graphics, reports, print products, marketing materials or exhibit/display designs)
- At least one (1) of the project summaries should be for a Public Sector*** client.
- At least one (1) project summaries should have required the use of both official languages (English and French).
- Projects will be evaluated based on the criteria outlined in R5 to R12.

**Maximum of 15 pages overall

*** Public sector shall include Federal (including Crown Corporations), Provincial and Municipal government organizations as well as any quasi-governmental organization in Canada.



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Rated Requirements		Maximum Number of Points	Minimum Number of Points
R5	<p>Overall profile and complexity of projects.</p> <ul style="list-style-type: none"> Minimal – small-scale projects displaying a single deliverable with lower budget under \$10,000 (0 points per summary) Moderate – medium-scale projects displaying up to three (3) deliverables for different media with moderate budget from \$10,000 to \$25,000. (3 points per summary) Substantial – large-scale multi-channel projects, displaying more than three (3) deliverables with budget in excess of \$25,000 (5 points per summary) 	/up to 15 (Maximum of 5 points per summary)	
R6	<p>ISED has hundreds of initiatives, each with a unique brand or look so it's crucial for bidders to demonstrate the capacity to adapt to extremely different styles and type of executions. Overall diversity between three (3) project summaries.</p> <ul style="list-style-type: none"> The three projects and work samples present considerable similarities in layout, style, subject matter and usage of elements. (0 points) Somewhat similar in layout, style, subject matter and usage of elements. (5 points) Unique in layout, style, subject matter and usage of elements. (10 points) 	/ up to 10 (Summaries will be evaluated as a whole)	
R7	<p>Originality and balance between design and function of three (3) samples</p> <ul style="list-style-type: none"> Materials present commonly used, templated, cliché or outdated approaches with basic or rudimentary layout and composition which don't compliment the function or message of the product. (0 points per summary) Materials are mostly original and follow established design standards. Layout and composition are properly executed but some products are generic and fail to stand out. (3 points per summary) Materials follow current design trends, present outstanding originality, creativity and layout design which elevate the function and message of the product. (5 points per summary) 	/up to 15 (Maximum of 5 points per summary)	



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Rated Requirements		Maximum Number of Points	Minimum Number of Points
R8	<p>Overall clarity of visual and typographic hierarchy of three (3) samples</p> <ul style="list-style-type: none"> • The flow is awkward and confusing. Headings, visual elements and call to action are unclear or confusing and negatively impact the proper delivery of the message (0 points per summary) • Some issues exist in the overall hierarchy of some elements, such as insufficient contrast between headings (3 points per summary) • The flow of the overall designs is flawlessly executed, the message is presented clearly and copy invites viewers to action. (5 points per summary) 	/up to 15 (Maximum of 5 points per summary)	
R9	<p>Overall visual alignment and composition</p> <ul style="list-style-type: none"> • Spacing, proximity and/or scale are awkward affecting legibility and the flow of the materials. Balance and alignment issues such as insufficient space between text and images, or text and margins appear across all designs. (0 points per summary) • Balance, alignment and composition issues appear in some designs. (3 points per summary) • Composition is flawless throughout all design samples. (5 points per summary) 	/up to 15 (Maximum of 5 points per summary)	
R10	<p>Overall contrast in terms of size, colour and definition</p> <ul style="list-style-type: none"> • Elements blend into each other or don't stand out. (0 points per summary) • Some issues exist in how elements are presented in relationship with each other. (3 points per summary) • Elements show excellent contrast helping the delivery of the message. (5 points per summary) 	/up to 15 (Maximum of 5 points per summary)	



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Rated Requirements		Maximum Number of Points	Minimum Number of Points
R11	<p>Overall use of typography</p> <ul style="list-style-type: none"> • Use of typography is poorly executed affecting legibility. Column widths, leading, margins, gutters and tracking don't follow best practices. (0 points per summary) • Use of typography well executed but some materials present small errors in terms of column widths, leading, margins, gutters and tracking which partially affect the text legibility. (3 points per summary) • Use of typography is executed flawlessly and legibility is impeccable. (5 points per summary) 	/up to 15 (Maximum of 5 points per summary)	
R12	<p>Use of photography and illustration</p> <ul style="list-style-type: none"> • Use of elements is awkward, the images are overused, cliché or over posed, they present obvious technical issues such under or over exposure, lens distortion and don't compliment the content. (0 points per summary) • Use of elements is well executed overall but some images present small composition, execution or technical issues. (3 points per summary) • Images and illustrations are outstanding and support the intent and objectives of the content. (5 points per summary) 	/up to 15 (Maximum of 5 points per summary)	
		155	95



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PART 5 – CERTIFICATIONS

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted in accordance with the articles below.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. 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 Bidders' certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority for additional information will also render the bid non-responsive or constitute a default under the contract.

1. Certifications Required with the Bid

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

1.1 Declaration of Convicted Offences

As applicable, pursuant to subsection 17, Integrity provisions – bid of Part 2, Instructions to bidders, the Bidder must provide with its bid, a completed Declaration Form (<http://www.tpsgc-pwgsc.gc.ca/ci-if/documents/formulaire-form-eng.pdf>), to be given further consideration in the procurement process.

2. Certifications Precedent to Contract Award and Additional Information

The certifications listed below should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

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.

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 from [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/corporate/portfolio/labour/programs/employment-equity/federal-contractors.html#afed) website (<https://www.canada.ca/en/employment-social-development/corporate/portfolio/labour/programs/employment-equity/federal-contractors.html#afed>).

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

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the [“FCP Limited Eligibility to Bid”](#) list during the period of the Contract.



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3. Additional Certifications Precedent to Contract Award

See Attachment 1 to Part 5 for additional certifications required precedent to contract award.



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ATTACHMENT 1 TO PART 5 - ADDITIONAL CERTIFICATIONS REQUIRED PRECEDENT TO CONTRACT AWARD

1. Former Public Servant Declaration

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:



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- 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. Education and Experience

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

3. Status and Availability of Personnel

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

By signing below, the Bidder hereby certifies that it has read the solicitation document and is in compliance with the above noted certifications, that all statements made in its proposal are accurate and factual, that it is aware that ISED reserves the right to verify all information provided in this regards, and that untrue statements may result in the proposal being declared non-responsive or in other action being taken which ISED deems appropriate.

Date: _____

Signature: _____

Title: _____
(Title of duly authorized representative of business)

Name of Business: _____



PART 6 – RESULTING CONTRACT CLAUSES

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

General Conditions

The general conditions as set out in Innovation, Science and Economic Development Canada's [General Conditions of a Service Contract](https://www.ic.gc.ca/eic/site/113.nsf/eng/h_06661.html) will form part of and shall be incorporated into the resulting contract. This document is available at the following website: https://www.ic.gc.ca/eic/site/113.nsf/eng/h_06661.html.

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.

2.1 Task Authorization Process

A. Work described at Appendix 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 Appendix A; and

5. the TA, inclusive of any revisions, will be authorized under the Contract through the use of Appendix D Task Authorization Form. An authorized TA is a completed Appendix D signed or approved in writing by the TA Authority.

C. Task Authorization Limit

Any task authorization to be issued must be authorized by the Contracting Authority before issuance .

D. The authority specified under paragraph C of this clause is granted subject to the sum specified in the Contract under Appendix B clause 2. Limitation of Expenditure - Cumulative Total of all Task Authorizations, not being exceeded.

E. Multiple contracts



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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 ISED198376

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 Appendix 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 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;

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;



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- 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 by email (as an email attachment in PDF format).

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



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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).

3. Security Requirements

There is no security requirement applicable to the Contract.

4. Statement of Work

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

5. Term of the Contract - Period of the Contract

The Contractor shall, between the date of Contract award to March 31, 2022, perform and complete with care, skill, diligence and efficiency the work that is described in the Statement of Work.

5.1 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 2 additional 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 30 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. Authorities



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6.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Julie Wistaff
Title: Procurement Officer
Branch: Corporate Finance Systems and Procurement Branch
Telephone: 613-327-5174
Email: julie.wistaff@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.

6.2 Project Authority

(to be completed at contract award)

The Project Authority for the Contract is:

Name:
Title:
Organization:
Telephone:
Email:

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.

6.3 Contractor's Representative

(to be completed at contract award)

Name:
Title:
Telephone:
Email:

7. Payment

The Contractor will be paid for the Work specified in the authorized task authorization, in accordance with the Basis of payment at Appendix 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.

8. 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.



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9. Certifications and Additional Information – 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.

10. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in *(to be completed at contract award)*.

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) Innovation, Science and Economic Development Canada's [General Conditions of a Service Contract](#);
- (c) Appendix A, Statement of Work;
- (d) Appendix B, Terms of Payment;
- (e) Appendix C, the signed Task Authorizations (including all of its annexes, if any);
- (f) the Contractor's proposal dated *(to be completed at contract award)*.

12. FOREIGN NATIONALS (CANADIAN CONTRACTOR)

SACC Manual clause [A2000C](#) (2006-06-16) Foreign Nationals (Canadian Contractor)

Note to Bidders: *Either this clause or the one that follows, whichever applies (based on whether the successful bidder is a Canadian Contractor or Foreign Contractor), will be included in any resulting contract.*

12. [APPLIES IF REQUIRED] FOREIGN NATIONALS (FOREIGN CONTRACTOR)

SACC Manual clause [A2001C](#) (2006-06-16) Foreign Nationals (Foreign Contractor)



APPENDIX A - STATEMENT OF WORK

1.0 TITLE

Innovation, Science and Economic Development Canada (ISED) – Provision of a full range of graphic design services on an “as and when” requested basis

2.0 BACKGROUND

The Strategic Communications and Marketing Sector (SCMS) is responsible for providing graphic design services in support of Departmental activities and Ministerial announcements. SCMS is also responsible for all external communications for all sectors that are part of ISED.

3.0 OBJECTIVE:

SCMS is putting in place this contracting process to provide project specific support for planned and unplanned activities requiring graphic design services that fall out of scope or beyond capacity for existing resources within ISED. The resulting contract would be available to SCMS and other sectors within ISED.

4.0 SCOPE OF WORK

Throughout the year, government priorities and demands may exceed the capacity of the SCMS' Creative Services team and other available resources at ISED. A requirement exists to quickly access external on-demand graphic services on an “as and when required” basis. The Contractor must provide high-quality graphic design support for the development of communication products.

The graphic design services are provided under three (3) categories: Graphic Design, Web Design as well as Exhibit and Display Design. The applicable category is identified in the task authorization. The Contractor must perform the work in accordance with the scope of work of the applicable category.

4.1 Exclusions

The following services are **NOT** included in the contract:

- Writing of manuscripts, reports or multipage documents.
- Backend development or backend work related to websites or digitally accessible platforms.
- Video production.

4.1.1 Categories of Service

Category #1: Graphic Design

Graphic Design is the art or profession of visual communication that combines images, words, and ideas to convey information to an audience to produce a specific effect.

Category #2: Web Design

Web design is the art or profession of the planning and creation of websites. It encompasses several different aspects, including webpage layout, content production, and visual design.

Category #3: Exhibit and Display Design

Exhibit and Display Design is the art or profession of developing the concept design for trade show support materials such as booths, banners and billboards.



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4.1.2 Products

The Contractor will provide a full range of design services for print and electronic media (including internet and intranet), training products, exhibits and displays, production art, and non-technical illustrating services to meet the publishing and other needs of the Government of Canada.

The most common types of work undertaken will be the design and layout of a variety of graphic design products that will include (but are not limited to) the following:

- Publications, including magazines, periodicals, newsletters etc.
- Brochures and pamphlets
- Business/calling cards
- Bookmarks
- Posters
- Reports, assessments and policy documents
- Books and inserts
- Maps, graphs, tables
- Certificates and awards
- Cartoons, illustrations and images
- Informational kits (kit folders with inserts etc.)
- Conference support materials
- Electronic media including Internet/Intranet design and graphics, PDFs, e-bulletins, e-newsletters, overhead presentations etc.
- Static shareables destined for social media platforms
- Animated shareables or shorts (destined for social media platforms)
- Exhibits and displays
- Training/e-Learning products
- Visual identifiers (corporate identities)
- Signs and banners

The Contractor will be provided with details for each requirement on a project by project basis by the Project Authority.

4.1.3 Services

The Contractor will provide the following creative services for products such as draft or rough mock-ups, marked-up printed copy, photographs, digitized electronic media or other material as supplied. Any or all of the services may be required for each requirement.

4.1.4 Creative Consultation

The Contractor will provide consultation, brainstorming and research services related to the development of the concept and creative/graphics, web, e-Learning and animation design.

Consultation services may be required in person at the business location, or by video conference (for those who are equipped for video conference), in person at the premises of the Contractor or by teleconference to develop or present creative ideas in accordance with the requirements specified in the Task Authorization.

The Contractor may need to be available for face-to-face meetings as required, to discuss a project.



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4.1.5 Project Management for Creative Services

The Contractor will coordinate and oversee all aspects of the design work to its completion. Services include all aspects of design management, including research related to the development of the concept, quality assurance (QA) of all work completed by the Contractor, production coordination, project scheduling and tracking, client and Contractor liaison, meetings and design presentations as required.

The Contractor will be required to:

- Provide project management and tracking services from the concept development and creative design stages of all assigned projects to completion of final files.
- Provide status reports for work in process as required by the Project Authority.
- Manage the workflow and budget during the complete process to ensure that each project stays on time and on budget.

4.1.6 Concept Development, Art Direction and Creative Design

The Contractor will provide creative examination and concept development services for each of the designs to be developed or branding to be updated.

The Contractor may be required to provide the following:

- Develop the design and provide two (2) acceptable design concepts based on consultation with the Project Authority for each project unless otherwise requested by the Project Authority; these designs must meet the requirements of the Federal Identity Program, federal multiculturalism and official languages requirements, as well as all standards related to accessibility. The chosen design out of the two (2) concepts provided to the Project Authority will become the property of the Crown.
- Provide Art direction to designers to ensure a high-quality product in keeping with the approved concept and design.

4.1.7 Design Rendering

Based on creative consultation, the Contractor may be requested to create visual recordings on the developed concept and on the design interpretations.

- Design preliminary design thumbnails (either electronic or hard copy) for approval as required;
- Prepare charts, graphs, tables and similar "graphic" items;
- Create images and/or scan supplied photos for print or electronic media;
- Retouch supplied photographs and/or images as required;
- Revise the selected concept to produce a final design for approval (changes after this point will be considered author's alterations);
- Prepare and provide comprehensive colour mock-ups of all design proposals and their subsequent revisions either in hard copy or PDF, as per instructions from the Project Authority;
- Develop sample "pages" / storyboarding for electronic applications;
- Design web pages, templates and icons;
- Computer illustration or retouching;
- Animation;
- Design, create and/or modify PDF files (including PDF/X);
- Testing for accessibility and web page optimization to meet WCAG 2.0 (AA) Standards;
- Convert files from word processing software;
- Convert documents to HTML or from HTML to text format (i.e. MS Word and WordPerfect) as required;
- Produce web-ready art;
- Provide graphic design for training and e-learning products;



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- Provide graphic design for displays and exhibits;
- Complete print specifications for solicitation and contracting purposes, as required.

4.1.8 Creative Illustration

The Contractor may be required to provide creative illustration services including (but not limited to) the following:

- Create line illustrations;
- Develop electronic or hard copy image thumbnails for approval;
- Prepare final production files of illustrations.

The Project Authority will indicate the size of each creative (non-technical illustration).

The Contractor will observe the requirements and instructions applicable to line illustrations, and photographs.

4.1.9 Typography/Text Layout as a part of the graphic design

Design and selection of the type for written matter using a combination of typefaces, point sizes, line length, leading (line spacing) and letter spacing as required for the graphic design or illustration and page layout.

- Preparation of typographic design/text layout;
- All type will be crisp and sharp and conform to current standards of the trade. Type styles and typefaces will be in accordance with the Government of Canada's requirements;
- Conversion/formatting of supplied text; and
- Provision of page proofs.

4.1.10 Inscriptions/Calligraphy

- The Contractor will provide calligraphy services;
- The Project Authority will specify inscriptions for certificates, diplomas or other documents.

4.1.11 Layout and Production

The process of putting all of the elements together up to the final stage to be used by the Project Authority, the printer, the producer of exhibits and displays or the web master for use in production of the final product. The Contractor may be required to complete the final layout, including the following:

- Translate electronic text files between programs;
- Remove or correct formatting errors in the Contractor's own work;
- Convert/format supplied text;
- Remove or correct formatting errors in client-supplied text as required by the Project Authority;
- Prepare typographic elements as part of the design and layout of supplied text as required. All text will be of a suitable resolution according to current industry standards for the media and the trade;
- Layout text and/or images to final format;
- Import charts, graphs and tables for inclusion in the layout as required;
- Import images (illustrative, photographic etc.) for inclusion in the layout;
- Problem solve design issues as they arise during the layout;
- Key-in changes or corrections to text or images; and
- Prepare final electronic artwork for production.



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4.2 Quality Assurance

The Contractor will initiate any quality control procedures that are necessary to achieve error-free components including (but not limited to) the following:

- Quality assurance of the design services and final products;
- Quality assurance to ensure successful functionality and transfer of web design to departmental environments;
- Quality assurance of changes to client supplied typographic elements including word breaks in English and French and text reflow;
- Proofreading all keyed-in changes or corrections performed by the Contractor to client supplied text;
- Proof reading of client supplied text and/or changes to text including word breaks in English and French, punctuation, verification of typographical errors as required by the Project Authority; and
- Reviewing all changes or corrections to images.

4.3 Final Design Product - Final Files for Print, Electronic Media and Exhibits and Displays

The Contractor will provide final artwork for a wide range of print products, electronic media and exhibits and displays.

The final design product will be supplied to the Project Authority as final electronic artwork on the specified media.

Final electronic artwork and laser proofs will be produced as follows:

- Artwork will be set as specified by the Project Authority.
- The Contractor will return all completed work and all related files (i.e., text files, electronic files, graphics, images) as well as the output proofs. These files will be supplied on current electronic media as specified by the Project Authority.
- Information sheets containing the proper information on software, versions, fonts, colours, graphics, scanned images, etc., will be supplied with the electronic media.
- Special instructions, including (for example) trapping, spreading, choking information, will be provided with the electronic media.
- Scanned images will be supplied on the specified media as well as all other electronic sources required to proceed.
- All final deliverables destined for Web sites must be created and compiled using industry standard software packages and must be ready for posting to a Web server.
- Sets of files for posting on Web sites must be accompanied with a specifications form that includes a file directory that lists all folders and files included and identifies which file serves as the home page, the development software (including version number) used to create the Web pages and any other information necessary to ensure correct appearance and functionality after posting. (The Contractor must provide at no extra charge the source files used for the creation of text and graphics that appear in the files for posting on Web sites.)
- All illustrations and photographs will be in place as final files.
- Filename extensions must be properly updated in all layouts and must include appropriate extensions.
- For final files for exhibits/displays created in Illustrator: ensure that files are embedded and saved as PDF as opposed to an AI file. Convert fonts to outlines on all vector artwork.
- For final files for exhibits/displays: supply all logos as VECTOR EPS, PDF or AI files and not raster files such as PSD, JPEGs, GIFs or TIFFs.
- Instructions indicating the dominant and secondary colour for any duotones will be indicated on the electronic media or laser proof or resolved in final form within the electronic files.



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The Contractor may be required to store an electronic version of original materials developed under a task authorization (TA) against the Contract and will maintain an inventory of such materials. Ownership of the material, and copyright of the materials, will always vest with ISED.

4.4 Material Supplied

Material supplied for any of the creative services may be supplied to the Contractor in the form of hand-written instructions, drafts or rough sketches, printed specimens with changes indicated, type-written manuscript, photographs, blueprints, HTML, PDF, photocopies or electronic media. Copy languages supplied for each task authorizations (TA) will normally be supplied in English and/or French but may be supplied in any other language as required for the project. Proof reading of languages other than English or French is not a requirement of this Contract.

4.5 Software

The Government of Canada typically uses the following software:

PC operating system
Mac operating system
MS Office 365 (including OneDrive)
Adobe Creative Suite

All original material supplied (artwork, electronic media, photographs) or created during production for any creative requirements is deemed to be the property of Canada and must be returned to the Project Authority identified in the task authorizations (TA), within five (5) working days of receiving the request to do so and at no additional cost to Canada.

4.6 Photographs

All photographic imagery will be supplied to the Contractor as electronic RAW or high-resolution files. The Contractor will be responsible for acquiring or preparing electronic files in a suitable quality for final usage (high or low resolution scans as required by ISED), unless otherwise indicated in the Task Authorization. The Contractor may be required to retouch photographs. The Contractor may also be required to purchase photography from time to time from commercial image banks. It is the Contractor's responsibility to ensure that usage of these images follows all copyright regulations of the image bank. In the event that the Contractor produces their own photographs, they will also be responsible for acquiring releases from subject that meet the Government of Canada's requirements.

4.7 Author's Alterations

Author's alterations or any alteration to the design or illustrative matter that is requested by the Project Authority is not a correction to the Contractor's own work. Author's alterations will be directed only in writing by the Project Authority and will be completed at Canada's expense.

4.8 Components of the Work and Components Return

- All projects should be delivered in an environmentally responsible manner, to the fullest extent possible.
- The Contractor will deliver all completed projects together with all draft material in accordance with the requirements specified in the Task Authorization upon completion of the TA.
- Components must be packaged appropriately and shipped in a manner to ensure safe delivery at the specified destination. Secondary packaging should be reduced, reusable, or recyclable, whenever possible.



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- Components include any electronic files that the Contractor may be holding as part of a task authorizations (TA). Payment of invoices applicable to the specific task authorizations (TA) may be withheld until final electronic files are received. The Contractor must provide the files on appropriate media in accordance with the requirements of the TA. The use of electronic transfer and reusable electronic devices is preferable, whenever possible.

4.9 Service Standards - Response Time & Initial Meeting

4.9.1 Regular Service:

- The Contractor must respond to the Project Authority upon notification of any request for new graphic design work or edits on existing materials within 2 business days.

4.9.2 Urgent Service:

- The Contractor must respond to the Project Authority upon notification of any request for new graphic design work or edits on existing materials within 4 business hours.

4.10 Considerations

4.10.1 Contractor's Responsibilities

The Project Authority will provide electronic approval on all final proofs, unless otherwise specified. The Contractor will be responsible for the quality of the electronic media supplied to ISED for use by the printer, web master or producer of exhibits and displays, and is responsible for any costs related to problems associated with file preparation. The Contractor will be responsible for any errors in components produced by the Contractor. Errors are to be corrected by the Contractor at no cost to Canada. Major errors will result in the job being rejected immediately. All rejected work will be returned to the Contractor for correction at the Contractor's expense. All native editable raw files will have to be included once a project is completed.

4.10.2 Design Considerations

All final graphic design materials produced must respect all applicable Government of Canada and departmental policies, standards, guidelines and regulations.

All graphic design materials produced should display the [Federal Identity Program](#), the Canada wordmark, and the corporate colours. Use of these marks is governed by Government of Canada guidelines available at <https://www.canada.ca/en/treasury-board-secretariat/services/government-communications/federal-identity-program/manual.html>

All final deliverables destined for the Internet must comply with the [Standard on Web Accessibility available here: https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=23601.](#)

The TA will include further direction on templates and style guides current with the time of the project, as required.



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4.10.3 End-Product Considerations (Where Possible)

Where the Contractor is involved in the recommendation and/or specification of printing requirements, the standards described below will be adhered to.

- The Government of Canada requires that vegetable-based inks be specified whenever possible.
- The Government of Canada requires that paper stocks conforming to the following be specified whenever possible: The Government of Canada uses only paper stocks considered to be environmentally preferable. Selection of these papers is based on factors such as sustainable development, life-cycle management and/or forest management. For this Contract with task authorizations (TA), papers from manufacturers certified under the [Environmental Choice Program](#) (ECP), or who are using fibre originating from a sustainably-managed forest certified to a third-party verified forest certification standard such as the [Forestry Stewardship Council](#) (FSC), [Sustainable Forestry Initiative](#) (SFI) or the [Canadian Standards Association Sustainable Forest Management Standard](#) (CSA/SFMS) will be acceptable for completion of the work.
- The quality of work will be specified in the printing specifications as either informational or library in accordance with the Public Works and Government Services Canada publication entitled "[Quality Levels for Printing](#)" and/or "[Quality Levels for Colour Reproduction](#)" latest issues.

4.11 Quality Standards for Graphic Services

- The Contractor must produce work of professional quality and use only material that will result in a final product of the quality level in accordance with the requirements specified in the Task Authorization. Specifications included in the TA and/or provided by the Project Authority must be adhered to. Only professional quality level of work will be acceptable. All electronic artwork produced must meet generally accepted federal government standards for printing, colour reproduction, typesetting and binding.
- For the creative graphic and preparation of the non-technical illustrations, all work must be to current standards of the trade and must meet the requirements of the Project Authority.
- The Project Authority may stipulate additional quality assurance requirements, as needed. These will be stipulated in the task authorizations (TA) and must be adhered to.

4.12 Shipping

All shipments will be Free on Board (FOB) destination to the addresses specified in each task authorizations (TA).

4.13 Environmental Considerations

All non-electronic correspondence and deliverables should be certified as originating from a sustainable managed forest and/or with a minimum of 30% recycled content and processed chlorine free, whenever possible. Double-sided photocopying will be the default unless otherwise specified by the Project or Contracting Authority. Photocopied documents are to be in black and white format unless otherwise specified.

The Contractor is encouraged to provide proofs for client review and approval using digital formats, preferably PDF/X-4 or PDF/X-5.



5.0 OFFICIAL LANGUAGES

The Department has an obligation to respect the spirit and the letter of the Official Languages Act. It is, therefore, imperative that the Contractor's resource(s) are fluent in both official languages in order to communicate verbally and in writing in the preferred official language of the client.

Information about the *Official Languages Act* and policies can be found on the Treasury Board of Canada, Secretariat web site at: <https://www.canada.ca/en/treasury-board-secretariat.html>

6.0 MANAGEMENT OF THE PROJECT

Management of projects will be the responsibility of the sector within ISED responsible for individual task authorizations (TA). SCMS will provide oversight and acceptance on the delivery of all final products to ensure they meet Government of Canada requirements and align with ISED's visual identity/branding.

7.0 SECURITY

There is no security requirement associated with this bid solicitation.

8.0 INTELLECTUAL PROPERTY

All Intellectual Property Rights in the Foreground Information belong to Canada as soon as they come into existence. The Contractor has no right in or to any such Intellectual Property Rights in the Foreground Information, except any right that may be granted in writing by Canada.

The Contractor must incorporate the copyright symbol and one of the following notices, as appropriate into all Foreground Information that is subject to copyright regardless of the form or medium upon which it is recorded: © Her Majesty the Queen in Right of Canada (year), or © Sa Majesté la Reine du chef du Canada (année).

The Contractor must execute any documents relating to the Intellectual Property Rights in the Foreground Information as Canada may require. The Contractor must, at Canada's expense, provide Canada all reasonable assistance in the preparation of applications and in the prosecution of any applications for registration of any Intellectual Property Rights in any jurisdiction, including the assistance of the inventor in the case on inventions.

NOTE: - All original material supplied (artwork, electronic media, photographs) or created during production for any creative requirements is deemed to be the property of the Government of Canada and must be returned to the Project Authority identified below, within five (5) working days of receiving the request to do so and at no additional cost to the Government of Canada.



APPENDIX B - TERMS OF PAYMENT

1.0 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.

1.1 Pre-Authorized Travel and Living Expenses

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

1.2 Initial Contract Period *(to be provided at contract award)*

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

- a. Category: Project Manager
All-inclusive Hourly Rate: \$
- b. Category: Graphic Designer
All-inclusive Hourly Rate: \$
- c. Category: Art Director
All-inclusive Hourly Rate: \$
- d. Category: Account Manager
All-inclusive Hourly Rate: \$
- e. Category: Author's Alternations
All-inclusive Hourly Rate: \$

1.3 Option Period One *[to be provided at time of Contract award]*

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

- a. Category: Project Manager
All-inclusive Hourly Rate: \$
- b. Category: Graphic Designer
All-inclusive Hourly Rate: \$
- c. Category: Art Director
All-inclusive Hourly Rate: \$
- d. Category: Account Manager



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All-inclusive Hourly Rate: \$

e. Category: Author's Alternations
All-inclusive Hourly Rate: \$

1.4 Option Period Two *[to be provided at time of Contract award]*

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

a. Category: Project Manager
All-inclusive Hourly Rate: \$

b. Category: Graphic Designer
All-inclusive Hourly Rate: \$

c. Category: Art Director
All-inclusive Hourly Rate: \$

d. Category: Account Manager
All-inclusive Hourly Rate: \$

e. Category: Author's Alternations
All-inclusive Hourly Rate: \$

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.

3. 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.

4. 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.

5. 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.

3. Method of Payment - Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;



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- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.

3.1 Electronic Payment of Invoices – Contract *(to be inserted at contract award)*

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).

4. Invoicing Instructions

The invoices shall be sent to address indicated above. Each invoice should include the contract number, the Contractor's name, address, tax registration number(s) (if applicable), and a description of the work performed, including the number of days worked when the per diem rates are applicable, during the period covered by the invoice. The applicable tax(es) shall be submitted as a separate amount(s) on the invoice.

All of the above will be to the satisfaction of the Project Authority.

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.



APPENDIX C – SAMPLE TASK AUTHORIZATION FORM

Contractor:		Contract No.:	
Task Authorization No.:		Date:	
1.0 DESCRIPTION OF THE TASK / WORK TO BE PERFORMED			
1.1 Contract Security Requirements (as applicable)			
This task includes security requirements.			
<input type="checkbox"/> No <input type="checkbox"/> Yes. Refer to the Security Requirements Checklist (SRCL) annex of the Contract.			
2.0 Applicable Basis of Payment			
3.0 Applicable Method of Payment			
4.0 PERIOD OF SERVICES			
Start date:		End date:	
5.0 SERVICES TO BE PERFORMED FOR: (LOCATION / ADDRESS)			
6.0 AUTHORITIES			
7.0 COST BREAKDOWN OF TASK			
Category	Hourly Rate	No. of Hours to Perform the Tasks/Work	Total
			\$
			Applicable taxes \$
			TOTAL \$
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 on any attached sheets at the price set out therefore.			
8.0 AUTHORIZATION			
By signing this TA, the Project Authority or the Contracting Authority or both, as applicable, certify (ies) that the content of this TA is in accordance with the Contract.			
Name of Project Authority			

Signature _____		Date _____	
Name of Contracting Authority			



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Signature _____	Date _____
Contractor's Signature	
Name and title of individual authorized to sign for the Contractor	

Signature _____	Date _____