

RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Attn: Kashish Dhir

Email: Kashish.dhir@hc-sc.gc.ca

AMENDMENT TO THE REQUEST FOR PROPOSAL MODIFICATION DE LA DEMANDE DE PROPOSITION

Proposal To: Public Health Agency of 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 à:

Agence de la santé publique du 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

Issuing Office - Bureau de distribution

Public Health Agency of Canada 200, Eglantine Driveway Tunney's Pasture Ottawa Ontario K1A 0K9

Title – Sujet		
	ution of COVID-19 C ation for Border and	Communications Products Travel Health
Solicitation No.	Amendment –	Date
– N° de	Modification	2022-06-10
l'invitation		
1000240173	001	
Solicitation Close	es at 2:00PM	Time Zone
L'invitation prend	l fin à	Fuseau horaire
on / le - June 13, 2	2022	EDT
F.O.B F.A.B.		
Plant-Usine:	Destination: 🛛	Other-Autre:
Address Enquiries Name: Kashish Dhi	s to: - Adresser tou	tes questions à :
Email: Kashish.dhir	••	
·	none : 613-296-3297	
	ioods, Services, an	d Construction:
	biens, services et d	
See Herein – Voir i	ci	
Delivery required	- Livraison exigée	
See Herein – Voir i	ci	
Facsimile No. – N' Telephone No. – N	° de télécopieur : N° de téléphone :	seur/de l'entrepreneur
	person authorized t	to sign on behalf of
Vendor/firm	norsonno autorisós	à signer au nom du
fournisseur/de l'e		a signer au nom uu
	·	actères d'imprimerie)
Signature		Date



TABLE OF CONTENTS

PART	1 - GENERAL INFORMATION	3
1.1 1.2 1.3	INTRODUCTIONSUMMARYDEBRIEFINGS	3
PART	2 - BIDDER INSTRUCTIONS	4
2.1 2.2 2.3 2.4 2.5 2.6	STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS. SUBMISSION OF BIDS FORMER PUBLIC SERVANT ENQUIRIES - BID SOLICITATION APPLICABLE LAWS BID CHALLENGE AND RECOURSE MECHANISMS	4 5 5
PART	3 - BID PREPARATION INSTRUCTIONS	7
3.1	BID PREPARATION INSTRUCTIONS	7
PART	4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	8
4.1 4.2	EVALUATION PROCEDURESBASIS OF SELECTION	
PART	5 – CERTIFICATIONS AND ADDITIONAL INFORMATION	12
5.1 5.2	CERTIFICATIONS REQUIRED WITH THE BIDCERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION	12
PART	6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS	13
6.1	SECURITY REQUIREMENTS	13
PART	7 - RESULTING CONTRACT CLAUSES	14
7.1 7.2 7.3 7.4 7.5 7.6	STATEMENT OF WORK. STANDARD CLAUSES AND CONDITIONS SECURITY REQUIREMENTS TERM OF CONTRACT AUTHORITIES PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS	15 15 15 15
7.7 7.8 7.9	PAYMENT	17
7.11 7.12	APPLICABLE LAWSPRIORITY OF DOCUMENTSINSURANCE REQUIREMENTSDISPUTE RESOLUTION	18 18
	X "A" STATEMENT OF WORK	
ANNE	X "B" BASIS OF PAYMENT	22
ANNE	X "C" TASK AUTHORIZATION FORM	25



PART 1 - GENERAL INFORMATION

1.1 Introduction

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation:
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection:
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment, and the Task Authorization Form.

1.2 Summary

1.2.1 The Public Health Agency of Canada (PHAC) is seeking to issue up to two (2) contracts for urgent printing and distribution of COVID-19 communications products (in both official languages) targeted to travellers arriving at airports, land borders and other points of entry for Border and Travel Health. Requests for services will be issued through Task Authorizations (TA). The work to be performed is detailed under Annex "A" Statement of Work. The Suppliers are to work at their own facilities with the ability to distribute and deliver printing products throughout Canada. The selected suppliers must have the ability to work after hours and on weekends. The anticipated contract period from the date of Contract Award to March 31, 2023 with two (2) additional twelve (12) month option periods.

1.3 Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The <u>2003</u> (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2.2 Submission of Bids

Bids must be submitted only to Kashish.dhir@hc-sc.gc.ca by the date, time and place indicated on page 1 of the bid solicitation.

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

2.3 Former Public Servant

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

Definitions

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

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- 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 <u>Public Service Superannuation Act</u> (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the <u>Supplementary Retirement</u> <u>Benefits Act</u>, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the <u>Canadian Forces Superannuation Act</u>, R.S., 1985, c. C-17, the <u>Defence Services Pension</u>



Continuation Act, 1970, c. D-3, the Royal Canadian Mounted Police Pension Continuation Act, 1970, c. R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c. R-11, the Members of Parliament Retiring Allowances Act, R.S. 1985, c. M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

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

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

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

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

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

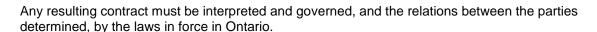
For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

2.4 **Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.5 Applicable Laws



Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

2.6 Bid Challenge and Recourse Mechanisms

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



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

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

Section I: Technical Bid – one electronic copy by email; Section II: Financial Bid – one electronic copy by email; Section III: Certifications – one electronic copy by email; and Section IV: Additional Information – one electronic copy by email.

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

Section I: Technical Bid

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

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

Section II: Financial Bid

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

Section III: Certifications

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

Section IV: Additional Information

3.1.1 Bidder's Proposed Sites or Premises Requiring Safeguarding Measures

3.1.1.1 As indicated in Part 6 under Security Requirements, the Bidder must provide the full addresses of the Bidder's and proposed individuals' sites or premises for which safeguarding measures are required for Work Performance:

Street Number / Street Name, Unit / Suite / Apartment Number City, Province, Territory / State Postal Code / Zip Code Country

3.1.1.2 The Company Security Officer must ensure through the <u>Contract Security Program</u> that the Bidder and proposed individuals hold a valid security clearance at the required level, as indicated in Part 6 – Security, Financial and Other Requirements.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

Mandatory and point rated technical evaluation criteria are included in Attachment 1 to part 4.

4.2 Basis of Selection

4.2.1 Lowest Price Per Point

- 1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation;
 - b. meet all mandatory technical evaluation criteria; and
 - c. obtain the required minimum of 10 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 30 points.
- 2. Bids not meeting (a) or (b) or (c) will be declared non-responsive. Neither the responsive bid that receives the highest number of points nor the one that proposed the lowest price will necessarily be accepted. The Public Health Agency of Canada intends to issue up to two (2) contracts resulting from this this solicitation. The two (2) responsive bids with the lowest evaluated price per point will be recommended for award of a contract. 1st ranked Contractor will be awarded the contract with a 70% split of the total value of the contract. 2nd ranked Contractor will be awarded with a 30% split of the total value of the contract. Should only one (1) bid be deemed responsive, the Public Health Agency of Canada reserves the right to issue a sole contract for the full ceiling value identified in the resulting contract clauses.



ATTACHMENT 1 TO PART 4, TECHNICAL CRITERIA

Mandatory Technical Criteria

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

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

subcontra	rpose of the mandatory technical criteria specified below, the experctors will be considered.	
Number	Mandatory Technical Criterion	Cross Reference to pages in Proposal
MT1	The Bidder must demonstrate, by providing a detailed description, their capacity to receive and process all of the following:	
	 PDF/X files; files from publishing applications - page layout, illustration, photo manipulation in Apple and Windows versions; files from major business suites (e.g.word-processing, spreadsheet, presentation). 	
	The information provided must give specific detail to assess the Bidder's capacity to process all three file types cited.	
MT2	The Bidder must demonstrate, by providing a detailed description, their capacity for receiving order files by electronic transfer methods. The Bidder must demonstrate their capacity to do all of the following:	
	 receive files of 5 MB to 10 MB, via e-mail; receive greater than 5 GB files by file transfer; has firewall protection for their servers; has automated processes for recording receipt of work, recording order requirements and transferring files into 	
	production. The information provided must give specific detail to assess the Bidder's capacity for receiving order files by electronic transfer methods and their capacity to do all four of the numbers cited.	
МТ3	The Bidder must demonstrate, by providing a detailed description, their distribution capacity for same day/overnight shipping, including shipping out on Saturdays to locations across Canada, which include remote border locations.	
	The information provided must give specific details on distribution methods (i.e. courier services, other delivery methods used) to assess this criterion.	
MT4	The Bidder must demonstrate, by providing specific details of organizational procedures, their ability to receive and respond to	

requests up until 7:00pm EST/EDT from Monday to Friday and from 10:00am to 6:00pm EST/EDT on weekends for urgent requirements.
The Bidder must confirm that at least one resource will be available to respond to after-hours requests.
The information provided must give specific details regarding the Bidder's capacity to receive and respond to urgent requests during the specified hours.

Point Rated Technical Criteria

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

Each point rated technical criterion should be addressed separately.

Criteria No:.	Point Rated Technical Criteria	Cross Reference to Page Number of Proposal
R1	The Bidder should demonstrate, by providing a detailed description, their methods for managing ongoing production information and reporting.	
	Points Allocation:	
	0 points = No description provided. Unable to assess.	
	1 point = The description provided is unclear or description does not demonstrate that the Supplier has any production management procedures.	
	 2 points = The description provided demonstrates that the Supplier has production management procedures (only 1-2 of the following): the Supplier has automation for production management, but does not use an electronic business management application(s) for production management; production information is within one (1) day of actual status; the Supplier provides a contact for tracking the status of individual orders. 	
	 3 points = The description provided demonstrates that (all of the following): the Supplier has automation for production management, but does not use an electronic business management application(s) for production management; production information is within one (1) day of actual status; the Supplier provides a contact for tracking the status of individual orders. 	

مافد ا	Health Canada and the Public
*	Health Agency of Canada

	4 points = The description provided is clear and demonstrates that (all of the following:	
	- the Supplier uses an electronic business management application(s) for production management;	
	 the Supplier has processes for compiling information on work processed daily; 	
	 the Supplier can track status and respond to requests for information on individual orders. 	
	5 points = The description provided is clear and demonstrates that the Supplier (all of the following):	
	- uses an electronic information management system	
	 integrates order and production management systems; 	
	- has a production system that provides near real time	
	information and can exceed reporting requirements;	
	- can provide on-line tracking of order status	
R2	The Bidder should demonstrate, by providing a detailed description (including outline of process), their capacity to produce the services requested in multiple locations across Canada. The Bidder must provide the address and type of services capable of being provided at those locations, and contact information	
	Points Allocation:	
	Five (5) points will be allocated for each region in which the Supplier has an office location, up to a maximum of 25 points.	
	The five regions include:	
	1) Atlantic Provinces (Nova Scotia, PEI, NFLD, or NB),	
	2) West Coast (BC, or Yukon),	
	3) Northern Territories (NWT or Nunavut)	
	4) Central Canada (Ontario or Quebec), and	
	5) the Prairie Provinces Alberta, Saskatchewan, or Manitoba)	
	Maximum 30 points / Minimum 10 points	
1		

PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame specified will render the bid non-responsive.

5.2.1 Integrity Provisions – Required Documentation

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

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

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

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

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirements

- 1. At the date of bid closing, the following conditions must be met:
 - the Bidder must hold a valid organization security clearance as indicated in Part 7 -Resulting Contract Clauses;
 - the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 7
 Resulting Contract Clauses;
 - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
- 2. For additional information on security requirements, Bidders should refer to the <u>Contract Security Program</u> of Public Works and Government Services Canada (http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) website.

PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

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

7.1.2 Task Authorization

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.

7.1.2.1 Task Authorization Process

- 1. The Project Authority will provide the 1st ranked Contractor with a description of the task using the Task Authorization form specified in Annex C.
- The Task Authorization (TA) will contain the details of the activities to be performed, a description
 of the deliverables, and a schedule indicating completion dates for the major activities or
 submission dates for the deliverables. The TA will also include the applicable basis (bases) and
 methods of payment as specified in the Contract.
- 3. The Contractor must provide the Project Authority within two (2) hours of its receipt (or within one (1) business days for non-urgent requests), acceptance of the TA, proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract. Should the 1st ranked Contractor not accept the TA, the Project Authority shall contact the 2nd ranked Contractor.
 - a. Ranking:
 - 1.
 - 2.
- 4. The Contractor may be required to publish documentation not already specified in the Statement of Work. Should these be required during the period of the contract, a TA with specific details will be submitted by the Project Authority requesting a confirmation of work as well as the Contractor's quote for the associated work. The Contractor has one (1) business day to respond to such requests.
- The Contractor must not commence work until a TA authorized by the Project Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

7.1.2.2 Task Authorization Limit

The Project Authority may authorize individual task authorizations up to a limit of \$150,000.00. Applicable Taxes included, inclusive of any revisions.

Any task authorization to be issued in excess of that limit must be authorized by the Project Authority and the Contracting Authority before issuance.

7.1.2.3 Minimum Work Guarantee - All the Work - Task Authorizations

- In this clause,
 "Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and "Minimum Contract Value" means 10%.
- 2. 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 3. In consideration of such obligation, the Contractor agrees to stand in readiness



throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.

- 3. 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 total cost of the Work requested.
- 4. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

7.2 **Standard Clauses and Conditions**

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

7.2.1 **General Conditions**

2035 (2021-12-02) General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

7.3 **Security Requirements**

7.3.1 There is no security requirement applicable to the Contract.

7.4 **Term of Contract**

7.4.1 **Period of the Contract**

The period of the contract is from date of contract award to March 31, 2023 inclusive.

7.4.2 **Option to Extend the Contract**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional twelve (12) month 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 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.

7.5 **Authorities**

7.5.1 **Contracting Authority**

The Contracting Authority for the Contract is:

Name: Kashish Dhir

Title: Procurement and Contracting Officer

Telephone: 613-296-3297

E-mail address: Kashish.dhir@hc-sc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

Health Agency of Canada

Project Authority

The Project Authority for the Contract is:

Name:			
Title <i>:</i>	_		
Organization <i>:</i>			
Address:			
Telephone:	_	_	
Facsimile:			_
E-mail address:			

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

7.5.3 Contractor's Representative

Name:			
Title <i>:</i>	_		
Organization:			
Address:			
Tolophono:			
Telephone:		 	
Facsimile:		 	_
E-mail address:			

7.6 **Proactive Disclosure of Contracts with Former Public Servants**

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

7.7 **Payment**

7.7.1 **Basis of Payment – Firm Unit Price – Task Authorizations**

In consideration of the Contractor satisfactorily completing all of its obligations under the authorized Task Authorization (TA), the Contractor will be paid the firm unit prices in accordance with the basis of payment, in Annex B, as specified in the authorized TA. Customs duties are included and Applicable Taxes are extra.

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

7.7.2 Limitation of Expenditure - Cumulative Total of all Task Authorizations



- 1. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$. Customs duties are included and Applicable Taxes are extra.
- 2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
- 3. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - c. as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions, whichever comes first.
- 4. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.7.3 Other Direct Expenses

The Contractor will be reimbursed for the direct expenses reasonably and properly incurred in the performance of the Work. These expenses will be paid at actual cost without mark-up, upon submission of an itemized statement supported by receipt vouchers.

Estimated Cost: \$100,000.00

7.7.4 Method of Payment - Task Authorization

SACC Manual Clause H1000C (2008-05-12) - Single Payment

7.8 **Invoicing Instructions**

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

Each invoice must be supported by:

- a. a copy of the release document and any other documents as specified in the Contract;
- b. a copy of the monthly progress report.
- 2. Invoices must be distributed as follows:
 - a. One (1) electronic copy must be forwarded to the Project Authority and to p2p.invoicesfactures@hc-sc.gc.ca for certification and payment.

7.9 **Certifications and Additional Information**

7.9.1 Compliance

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

7.10 Applicable Laws

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

7.11 **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.

- the Articles of Agreement; (a)
- (b) the general conditions 2035 (2021-12-02) General Conditions - Higher Complexity - Services;
- Annex A, Statement of Work; (c)
- (d) Annex B, Basis of Payment;
- the signed Task Authorizations (including all of its annexes, if any); (e)
- the Contractor's bid dated (f)

7.12 Insurance Requirements

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

7.13 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "Dispute Resolution".

ANNEX "A" STATEMENT OF WORK

1. TITLE

Printing and distribution of Urgent COVID-19 communications products for airports, land borders and other locations as identifed for Border and Travel Health

2. SCOPE

2.1. Introduction

This contract arranges for the provision of information to the general public through the display and distribution of COVID-19 communications products such as information sheets and posters targeting travellers departing and returning to Canada.

2.2. Objectives of the Requirement

The objective of this contract is to provide information targeting travellers departing or returning to Canada on the requirements they must follow to help reduce the spread of COVID-19. Due to the unpredictability and the impact of the COVID-19 situation, most requests will need to be processed on an urgent basis.

2.3. Background and Specific Scope of the Requirement

The COVID-19 situation calls for a wider, general public dissemination of information, primarily targeted towards travellers arriving to Canada. The information may be provided at the points of entry such as airports across Canada or to follow up with travellers post border.

3. REQUIREMENTS

3.1. Tasks, Activities, and Deliverables

The Contractor must perform the following tasks on an "as and when requested" basis:

- 3.1.1 Provide confirmation of request within a two (2) hour time-frame (1 business day for nonurgent requests) that the work requested can be completed within the required deadline as per the Task Authorization Process identified in article 7.1.2.1 of the contract clauses
- 3.1.2 Prepare printing of handouts and posters (identified in Annex B) on an urgent basis
- 3.1.3 Prepare other printing requests that may be required in the future with different specifications (ex. Pull up banners, different handouts, different sized posters). If orders with different specifications are required the Project Authority will request a quote from the Supplier and response is required within one (1) business day.
- 3.1.4 Process print orders for shipment (including same day/overnight/saturday) to various locations across Canada.
- 3.1.5 Respond, process, and ship orders during regular business hours and outside of regular business hours (until 7 PM EST/EDT Monday to Friday) and on Saturdays (10 AM to 6 PM EST/EDT)
- 3.1.6 As required, provide status updates to the Project Authority and colleagues

4. ADDITIONAL INFORMATION

4.1. Contractor's Obligations

Unless otherwise specified, the Contractor must use its own equipment and software for the performance of this Statement of Work.



4.2. Location of Work, Work site and Delivery Point

The Work will be conducted at the Contractor's site(s) with distribution and delivery in accordance with Project Authority directions.

4.3. Language of Work

The products shall be supplied in both of Canada's official languages.

5. Document Rate Specifications

5.1 Standard Rate Handout Specifications

Standard rate is defined using the following example:

Within 5 business days of confirmation: 100,000 handouts (specifications below) printed, packaged and ready to be shipped out to multiple locations across Canada

Size: 8.5" x 14" folded, 17" x 28" flat

Pages: 4 pages per language

Stock: 70 lb. Offset

Ink: 4 colour process, bleed, trim to size

Packaging: to convenience

5.2 Urgent Rate Handout Specifications

Urgent rate is defined would apply using the following example:

Within 96 hours of confirmation: 100,000 handouts (specifications below) printed, packaged and ready to be shipped out to multiple locations across Canada

Size: 8.5" x 14" folded, 17" x 28" flat

Pages: 4 pages per language

Stock: 70 lb. Offset

Ink: 4 colour process, bleed, trim to size

Packaging: to convenience

5.3 Standard Rate Handout Specifications

Standard rate is defined using the following example:

Within 5 business days of confirmation: 100,000 handouts (specifications below) printed, packaged and ready to be shipped out to multiple locations across Canada

Size: **finished 6" x 10", 12" x 20" flat** No. Pages: 4 pages per language

Stock: 70 lb. Offset

Ink: 4 colour process, bleeds, print 4/4 Packaging: to convenience

5.4 Urgent Rate Handout Specifications

Urgent rate is defined would apply using the following example:

Within 96 hours of confirmation: 100,000 handouts (specifications below) printed, packaged and ready to be shipped out to multiple locations across Canada

*

Size: **finished 6" x 10", 12" x 20" flat** No. Pages: 4 pages per language

Stock: 70 lb. Offset

Ink: 4 colour process, bleeds, print 4/4 Packaging: to convenience

5.5 Standard Rate Handout Specifications

Standard rate is defined using the following example:

Within 48 hours of confirmation: 100,000 handouts (specifications below) printed, packaged and ready to be shipped out to multiple locations across Canada

Size: 8.5" x 11"

Pages: 2 pages per language

Stock: 70 lb. Offset

Ink: 4 colour process, bleed, trim to size

Packaging: to convenience

5.6 Urgent Rate Handout Specifications

Urgent rate is defined would apply using the following example:

Within 24 hours of confirmation: 100,000 handouts (specifications below) printed, packaged and ready to

be shipped out to multiple locations across Canada

Size: 8.5" x 11"

Pages: 2 pages per language

Stock: 70 lb. Offset

Ink: 4 colour process, bleed, trim to size

Packaging: to convenience

5.7 Stanard Rate Poster Specifications

Standard rate is defined using the following example:

Within 48 hours of confirmation: 1,000 posters (specifications below) printed, packaged and ready to be shipped out to multiple locations across Canada

Size: 24" x 36"

Pages: 1 page each version

Paper: HannoArt gloss, white, text, 80lb (or equivalent)

Ink: 4 colour process with full bleed on 4 sides, print on 1 side

Bindery: Trim to size

5.8 Urgent Rate Poster Specifications

Urgent rate is defined using the following example:

Within 24 hours of confirmation: 1,000 posters (specifications below) printed, packaged and ready to be

shipped out to multiple locations across Canada

Size: 24" x 36"

Pages: 1 page each version

Paper: HannoArt gloss, white, text, 80lb (or equivalent)

Ink: 4 colour process with full bleed on 4 sides, print on 1 side

Bindery: Trim to size



ANNEX "B" BASIS OF PAYMENT

The Bidder should complete the pricing table below and include it in its financial bid once completed.

The volumetric data included in this pricing table are provided for bid evaluated price determination purposes only. They are not to be considered as a contractual guarantee. Their inclusion in this pricing table 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.

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.

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

1.0 Professional Fees

The Contractor will be paid as per the all-inclusive firm rates* as follows:

A) Contract Period: Date of Contract Award to March 31, 2023

Document Title	Specifications	Standard** Rate per copy A	Urgent*** Rate per copy B	Estimated Cost (A+B) X 1,500,000
Coronavirus folded handouts	Size: 8.5" x 14" folded, 17" x 28" flat Pages: 4 pages per language Stock: 70 lb. Offset Ink: 4 colour process, bleed, trim to size	\$ Estimated Number of Copies Required: 1,500,000	\$ Estimated Number of Copies Required: 1,500,000	
	Packaging: to convenience			
Coronavirus small folded handouts	Size: finished 6" x 10", 12" x 20" flat No. Pages: 4 pages per language Stock: 70 lb. Offset Ink: 4 colour process, bleeds, print 4/4 Packaging: to convenience	\$ Estimated Number of Copies Required: 1,500,000	\$ Estimated Number of Copies Required: 1,500,000	

Coronavirus Handouts	Size: 8.5" x 11" Pages: 2 pages per language Stock: 70 lb. Offset Ink: 4 colour process, bleed Packaging: to convenience	\$ Estimated Number of Copies Required: 1,500,000	\$ Estimated Number of Copies Required: 1,500,000	\$
Coronavirus Posters	Size: 24" x 36" Pages: 1 page each version Paper: HannoArt gloss, white, text, 80lb (or equivalent) Ink: 4 colour process with full bleed on 4 sides, print on 1 side Bindery: Trim to size	\$ Estimated Number of Copies Required: 1,000	\$ Estimated Number of Copies Required: 1,000	\$
			Total D:	

B) Option Period 1: April 1, 2023 to March 31, 2024

Document Title	Specifications	Standard** Rate per copy A1	Urgent*** Rate per copy B1	Estimated Cost (A1+B1) X 1,500,000
Coronavirus Handouts	Size: 8.5" x 11" Pages: 2 pages per language Stock: 70 lb. Offset Ink: 4 colour process, bleed Packaging: to convenience	\$ Estimated Number of Copies Required: 1,500,000	\$ Estimated Number of Copies Required: 250,000	\$
Coronavirus Posters	Size: 24" x 36" Pages: 1 page each version Paper: HannoArt gloss, white, text, 80lb (or equivalent) Ink: 4 colour process with full bleed on 4 sides, print on 1 side Bindery: Trim to size	\$ Estimated Number of Copies Required: 20,000	\$ Estimated Number of Copies Required: 1,000	\$
			Total D1:	

C) Option Period 2: April 1, 2024 to March 31, 2025

Document Title	Specifications	Standard** Rate per copy A2	Urgent*** Rate per copy B2	Estimated Cost (A2+B2) X 1,500,000
Coronavirus Handouts	Size: 8.5" x 11" Pages: 2 pages per language Stock: 70 lb. Offset Ink: 4 colour process, bleed Packaging: to convenience	\$ Estimated Number of Copies Required: 1,500,000	\$ Estimated Number of Copies Required: 250,000	\$
Coronavirus Posters	Size: 24" x 36" Pages: 1 page each version Paper: HannoArt gloss, white, text, 80lb (or equivalent) Ink: 4 colour process with full bleed on 4 sides, print on 1 side Bindery: Trim to size	\$ Estimated Number of Copies Required: 20,000	\$ Estimated Number of Copies Required: 1,000	\$
			Total D2:	

Total Estimated Cost of Professional Fees	(D+D1+D2): \$	(insert amount at contract award)
---	---------------	-----------------------------------

^{*}The rate per copies is for both official languages (French and English). In addition, the rate provided must also be applicable to different documents with the same specifications.

^{**}Defined as per Section 5.1 and 5.3, respectively, of the Statement of Work

^{***}Defined as per Section 5.2 and 5.4, respectively, of the Statement of Work

ANNEX "C" TASK AUTHORIZATION FORM

Contract Number:					
Task Authorization (TA) No. / PO Number:					
TA Validity Period:	Start:	End:			
Financial Coding:					
Contractor's Name and Address					
Original Authorization					
Total Estimated Cost of Task (GST/HST extra) beforevisions:	re any				
TA Revisions Previously Authorized (as applical	ole)				
TA Revision No.	Authorized Increase or Decrease (GST/HST extra): \$				
TA Revision No.	Authorized Increase or Decrease (GST/HST				
	extra):				
	\$				
TA Revision No.	Authorized Increase or Decrease (GST/HST extra): \$				
New TA Revision (as applicable)					
TA Revision No.	Authorized Increase or Decrease (GST/HST extra):				
Total Estimated Cost of Task (GST/HST extra) after this revision:					
Contract Security Requirements (as applicable)					
This task includes security requirements.					
X No					
□Yes. Refer to the Security Requirements Checklist (SRCL) annex of the Contract.					
Required Work					
SECTION A - Task Description of the Work required					

SECTION B - Applicable Basis of Payment	
SECTION C - Cost Breakdown of Task	
SECTION D - Applicable Method of Payment	
SACC Manual Clause H1000C (2008-05-12) - Single Payment	
Authorization	
By signing this TA, the Project Authority certifies that the conterwith the Contract.	t of this TA is in accordance
Name of Project Authority	
Signature	Date:
Contractor's Signature	
Name and title of individual authorized to sign for the Contractor	
Signature	Date