



**RETURN BIDS TO:  
RETOURNER LES SOUMISSIONS À :**

Bid Receiving/Réception des soumissions

Procurement Hub | Centre  
d'approvisionnement  
Fisheries and Oceans Canada | Pêches et  
Océans Canada  
301 Bishop Drive | 301 promenade Bishop  
Fredericton, NB, E3C 2M6

**Email / Courriel :** [DFO.Tenders-  
Soumissions.MPO@dfo-mpo.gc.ca](mailto:DFO.Tenders-Soumissions.MPO@dfo-mpo.gc.ca)

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

Proposal to: Fisheries and Oceans Canada

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

Proposition à : Pêches et Océans Canada

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

|   |  |   |
|---|--|---|
| <b>Title / Titre</b><br>Graphic Design Services for Aquaculture<br>Communications Products  |  | <b>Date</b><br>June 13, 2023                        |
| <b>Solicitation No. / N° de l'invitation</b><br>30000361  |  |   |
| <b>Client Reference No. / No. de référence du client(e)</b><br>30000361   |  |   |
| <b>Solicitation Closes / L'invitation prend fin</b><br><b>At / à :</b> 14 :00 ADT (Atlantic Daylight Time)<br><b>On / le :</b> July 7, 2023   |  |   |
| <b>F.O.B. / F.A.B.</b><br>Destination   | <b>Taxes</b><br>See herein — Voir<br>ci-inclus | <b>Duty / Droits</b><br>See herein — Voir ci-inclus |
| <b>Destination of Goods and Services / Destinations des biens et services</b><br>See herein — Voir ci-inclus  |  |   |
| <b>Instructions</b><br>See herein — Voir ci-inclus  |  |   |
| <b>Address Inquiries to : /<br/>Adresser toute demande de renseignements à :</b><br><br>Sara Gould, Contracting Specialist<br><b>Email / Courriel:</b> <a href="mailto:DFOtenders-soumissionsMPO@dfo-mpo.gc.ca">DFOtenders-soumissionsMPO@dfo-mpo.gc.ca</a> |  |   |
| <b>Delivery Required / Livraison exigée</b><br>See herein — Voir en ceci  | <b>Delivery Offered / Livraison proposée</b>   |   |
| <b>Vendor Name, Address and Representative / Nom du vendeur, adresse et représentant du fournisseur/de l'entrepreneur</b>   |  |   |
| <b>Telephone No. / No. de téléphone</b>   | <b>Facsimile No. / No. de télécopieur</b>      |   |
| <b>Name and title of person authorized to sign on behalf of Vendor (type or print) / Nom et titre de la personne autorisée à signer au nom du fournisseur (taper ou écrire en caractères d'imprimerie)</b>  |  |   |
| <b>Signature</b>  | <b>Date</b>                                    |   |



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## **PART 1 - GENERAL INFORMATION**

### **1.1 Statement of Work**

The Work to be performed is detailed under Annex "A" of the resulting contract clauses.

### **1.2 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 or by telephone.

### **1.3 Trade Agreements**

The requirement is subject to the Canada-Chile Free Trade Agreement (CCFTA), Canada-Colombia Free Trade Agreement, Canada-Peru Free Trade Agreement (CPFTA), Canada-Panama Free Trade Agreement, Canada-Korea Free Trade Agreement (CKFTA), Canada-Honduras Free Trade Agreement, and the Canadian Free Trade Agreement (CFTA).



## **PART 2 - BIDDER INSTRUCTIONS**

### **2.1 Standard Instructions, Clauses and Conditions**

**As this solicitation is issued by Fisheries and Oceans Canada (DFO), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this solicitation, including any individual SACC clauses incorporated by reference, will be interpreted as reference to DFO or its Minister.**

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

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

The [2003](#) (2020-03-29) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: 60 days  
Insert: 120 days

### **2.2 Submission of Bids**

Bids must be submitted 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 to DFO will not be accepted.

### **2.3 Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) 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.

### **2.4 Applicable Laws**

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

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory



specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

## 2.5 Basis for Canada's Ownership of Intellectual Property

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

- the Bidder declares in writing that they are not interested in owning the Intellectual Property Rights in Foreground Information;

## 2.6 Bid Challenge and Recourse Mechanisms

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



## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **3.1 Bid Preparation Instructions**

Canada requests that the Bidder submit **all** its **email** bid in separately saved sections as follows and **prior to the bid closing date, time and location**:

- Section I:**      **Technical Bid** (one soft copy in PDF format)  
**Section II:**     **Financial Bid** (one soft copy in PDF format)  
**Section III:**    **Certifications** (one soft copy in PDF format)

#### **Important Note:**

The maximum size per email (including attachments) is limited to 10MB. If the limit is exceeded, your email might not be received by DFO. It is suggested that you compress the email size to ensure delivery. Bidders are responsible to send their proposal and to allow enough time for DFO to receive the proposal by the closing period indicated in the RFP. Emails with links to bid documents will not be accepted.

For bids transmitted by email, DFO will not be responsible for any failure attributable to the transmission or receipt of the email bid. DFO will send a confirmation email to the Bidders when the submission is received.

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 explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

#### **Section II:     Financial Bid**

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

#### **3.1.2 Exchange Rate Fluctuation**

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

#### **3.1.3 SACC Manual Clauses**

#### **Section III:    Certifications**

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



## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **4.1 Evaluation Procedures**

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

#### **4.1.1 Technical Evaluation**

##### **4.1.1.1 Mandatory Technical Criteria**

Refer to annex " C".

##### **4.1.1.2 Point Rated Technical Criteria**

Refer to annex " C ".

#### **4.1.3 Financial Evaluation**

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

### **4.2 Basis of Selection**

#### **4.2.1 Highest Combined Rating of Technical Merit and Price - A0027T (2022-12-01)**

1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation; and
  - b. meet all mandatory criteria; and
  - c. obtain the required minimum of **30 points** overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of **50 points**.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70 % for the technical merit and 30 % for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained divided by the maximum number of points available multiplied by the ratio of 70 %.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30 %.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.



7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the bidder 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).

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





## **PART 5 - CERTIFICATIONS**

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

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

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

### **5.1 Certifications Required with the Bid**

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

#### **5.1.1 Integrity Provisions – Declaration of Convicted Offences**

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

### **5.2 Certifications Precedent to Contract Award and Additional Information**

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

#### **5.2.1 Integrity Provisions – Required Documentation**

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

#### **5.2.2 Federal Contractors Program for Employment Equity - Bid Certification**

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](#) website.

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



### 5.2.3 Additional Certifications Precedent to Contract Award

#### 5.2.3.1 Status and Availability of Resources

SACC Manual clause [A3005T](#) (2010-08-16), Status and Availability of Resources

#### 5.2.3.2 Education and Experience

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

#### 5.2.3.3 List of Names for Integrity Verification Form

Bidders must complete the List of Names for Integrity Verification form found in Attachment 1 to Part 5.

#### 5.2.3.4 Contractor's Representative

The Contractor's Representative for the Contract is:

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 E-mail: \_\_\_\_\_

#### 5.2.3.5 Supplementary Contractor Information

Pursuant to paragraph 221 (1)(d) of the Income Tax Act, payments made by departments and agencies under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T4-A supplementary slip.

To enable the Department of Fisheries and Oceans to comply with this requirement, the Contractor hereby agrees to provide the following information which it certifies to be correct, complete, and fully discloses the identification of this Contractor:

- a) The legal name of the entity or individual, as applicable (the name associated with the Social Insurance Number (SIN) or Business Number (BN), as well as the address and the postal code:  
\_\_\_\_\_
- b) The status of the contractor (individual, unincorporated business, corporation or partnership:  
\_\_\_\_\_
- c) For individuals and unincorporated businesses, the contractor's SIN and, if applicable, the BN, or if applicable, the Goods and Services Tax (GST)/Harmonized Sales Tax (HST) number:  
\_\_\_\_\_
- d) For corporations, the BN, or if this is not available, the GST/HST number. If there is no BN or GST/HST number, the T2 Corporation Tax number must be shown:  
\_\_\_\_\_



## 5.2.4 Former Public Servant

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

### Definitions

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

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

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

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

### Former Public Servant in Receipt of a Pension

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

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

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

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

### Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:



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

**The following certification signed by the contractor or an authorized officer:**

"I certify that I have examined the information provided above and that it is correct and complete"

---

Signature

---

Print Name of Signatory



## ATTACHMENT 1 TO PART 5

### LIST OF NAMES FOR INTEGRITY VERIFICATION FORM

#### Requirements

Section 17 of the *Ineligibility and Suspension Policy* (the Policy) requires suppliers, regardless of their status under the Policy, to submit a list of names with their bid or offer. The required list differs depending on the bidder or offeror's organizational structure:

- Suppliers including those bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all current directors.
- Privately owned corporations must provide a list of the owners' names.
- Suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all owners.
- Suppliers that are a partnership do not need to provide a list of names.

Suppliers may use this form to provide the required list of names with their bid or offer submission. Failure to submit this information with a bid or offer, where required, will render a bid or offer non-responsive, or the supplier otherwise disqualified for award of a contract or real property agreement. Please refer to [Information Bulletin: Required information to submit a bid or offer](#) for additional details.

List of names for [integrity verification form](#)



## PART 6 - RESULTING CONTRACT CLAUSES

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

### 6.1 Security Requirements

6.1.1 There is no security requirement applicable to the Contract.

### 6.2 Statement of Work

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

### 6.3 Standard Clauses and Conditions

**As this contract is issued by Fisheries and Oceans Canada (DFO), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this contract, including any individual SACC clauses incorporated by reference, will be interpreted as reference to DFO or its Minister.**

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

#### 6.3.1 General Conditions

6.3.1.1 2010B (2022-12-01), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

6.3.1.2 Subsection 10 of 2010B (2013-03-21), General Conditions - Professional Services (Medium Complexity) – Invoice submission, is amended as follows:

Delete: 2010B 10 (2013-03-21), Invoice submission

Insert: **Invoice submission**

1. Invoices must be submitted in the Contractor's name to [DFO.invoicing-facturation.MPO@DFO-MPO.gc.ca](mailto:DFO.invoicing-facturation.MPO@DFO-MPO.gc.ca) with a cc to the Project Authority and the AP Coder (*to be inserted at Contract award*). The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.
2. Invoices must show:
  - a. Contractor's Name and remittance physical address;
  - b. Contractor's CRA Business Number or Procurement Business Number (PBN);
  - c. Invoice Date;
  - d. Invoice Number;
  - e. Invoice Amount (broken down into item and tax amounts);
  - f. Invoice Currency (if not in Canadian dollars);
  - g. DFO Reference Number (PO Number or other valid reference number);
  - h. DFO Contact Name (DFO employee who initiated the order or to whom the goods were sent. **Note:** Invoice will be return to the Contractor if that information is not provided);



- i. Description of the goods or services supplied (provide details of expenditures (such as item, quantity, unit of issue, fixed time labour rates and level of effort, subcontracts, as applicable) in accordance with the Basis of Payment, exclusive of Applicable Taxes;
  - j. Deduction for holdback, if applicable;
  - k. The extension of the totals, if applicable; and
  - l. If applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.
3. Applicable Taxes must be specified on all invoices as a separate item along with corresponding registration numbers from the tax authorities. All items that are zero-rated, exempt or to which Applicable Taxes do not apply, must be identified as such on all invoices.
4. By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

### **6.3.2 Supplemental General Conditions**

4007 (2022-12-01) Canada to own intellectual property rights in Foreground Information apply to and form part of the Contract.

## **6.4 Term of Contract**

### **6.4.1 Period of the Contract**

The period of the Contract is from date of Contract award to July 31, 2024.

### **6.4.2 Option to Extend the Contract**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to four (4) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least fifteen (15) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.



## 6.5 Authorities

### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Sara Gould  
Title: Contracting Specialist  
Department: Fisheries and Oceans Canada  
Directorate: Materiel and Procurement Services  
Address: 301 Bishop Drive, Fredericton, New Brunswick E3C 2M6

Telephone: 506-470-6349  
E-mail address: [DFOtenders-soumissionsMPO@dfo-mpo.gc.ca](mailto:DFOtenders-soumissionsMPO@dfo-mpo.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.

### 6.5.2 Project Authority *(to be inserted at Contract award)*

The Project Authority for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

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

### 6.5.3 Contractor's Representative *(to be inserted at Contract award)*

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

## 6.6 Proactive Disclosure of Contracts with Former Public Servants

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





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## 6.7 Payment

### 6.7.1 Basis of Payment

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

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

### 6.7.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_. *(to be inserted at Contract award)*. Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75% committed, or
  - b. four months before the contract expiry date, or
  - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

### 6.7.3 Methods of Payment

#### 6.7.3.1 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;
- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.



#### 6.7.4 Electronic Payment of Invoices – Contract

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

- i. Acquisition Card;
- ii. Direct Deposit (Domestic and International)

#### 6.8 Invoicing Instructions

6.8.1 The Contractor must submit invoices in accordance with subsection 6.3.2.1 entitled “Invoice Submission” above. Invoices cannot be submitted until all work identified in the invoice is completed.

6.8.2 Payments will be made provided that the invoice(s) are emailed to DFO Accounts Payable at:

- [DFO.invoicing-facturation.MPO@DFO-MPO.gc.ca](mailto:DFO.invoicing-facturation.MPO@DFO-MPO.gc.ca)
- insert the name of the Project Authority and the AP Coder *(to be inserted at Contract award)*.

and provides the required information as stated in subsection 6.8.1 above.

#### 6.9 Certifications and Additional Information

##### 6.9.1 Compliance

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

##### 6.10 Applicable Laws

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

##### 6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions [4007](#) (2022-12-01) Canada to own intellectual property rights in Foreground Information apply to and form part of the Contract.
- (c) the general conditions [2010B](#) (2022-12-01), General Conditions - Professional Services (Medium Complexity);
- (d) Annex “A”, Statement of Work;
- (e) Annex “B”, Basis of Payment;
- (f) Annex “C”, Evaluation Criteria
- (g) the Contractor's bid dated \_\_\_\_\_. *(to be inserted at Contract award)*.



### 6.13 Insurance

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

### 6.14 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](#)".

### 6.15 Environmental Considerations

As part of Canada's policy directing federal departments and agencies to take the necessary steps to acquire products and services that have a lower impact on the environment than those traditionally acquired, Contractors should:

a) Paper consumption:

- Provide and transmit draft reports, final reports in electronic format. Should printed material be required, double sided printing in black and white format is the default unless otherwise specified by the Project Authority.
- Printed material is requested on minimum recycled content of 30% and/or certified as originating from a sustainably managed forest.
- Recycle unneeded printed documents (in accordance with Security requirements).

b) Travel requirements:

- The Contractor is encouraged to use video and/or teleconferencing where possible to cut down unnecessary travel.
- Use of Properties with Environmental Ratings: Contractors to the Government of Canada may access the PWGSC Accommodation directory, which includes Eco-Rated properties. When searching for accommodation, Contractors can go to the following link and search for properties with Environmental Ratings, identified by Green Keys or Green Leafs that will honour the pricing for Contractors.
- Use public transportation or another method of green transportation as much as possible.



## ANNEX "A"

### STATEMENT OF WORK

#### 1. Title

Graphic Design Services for Aquaculture Communications Products

#### 2. Background

The Department of Fisheries and Oceans is committed to open communication and transparency in the management of fisheries and aquaculture in the Pacific Region. Support is required for the production of various infographics, reports and visual tools to aid with communication of key concepts and processes.

These design products will be used on DFO's website, in key informational reports and presentations, to respond to media requests, or for sharing at public events. They are a clear and visual method of communication of complex topics and processes. DFO will continue to require ongoing support for production of these annual reports, updates to communication products, and design of future communication tools and reports.

#### 3. Services Required and Deliverables

DFO has identified a requirement for Graphic Design Services to support the DFO Aquaculture Management Division in the design and update of communications products. The Contractor will be required to:

- a) Generate templated document designs and layout to provide appealing and clear DFO aquaculture-related communications products and tools, while also developing and adopting a visually consistent and coherent approach;
- b) Using text and data provided by DFO, design communications products such as infographics, multi-page reports, newsletter templates, color schemes, graphs and figures or website graphics;
- c) Using previously created communications products, apply updates and improvements as needed;
- d) Provide advice and support upon request to DFO staff with respect to advice on common look and feel and consistency of aquaculture-related communications products and tools.
- e) To maintain common look and feel, and to reduce duplication of cost and effort, deliverables should be developed using elements supplied by the DFO Aquaculture Management Division or DFO Communications and/or created for previous aquaculture-related communications products.
- f) Two versions of each design product must be provided, one in English and one in French. DFO will provide the contractor with translated text to be incorporated into the documents.

#### 4. Language Requirements

- a) All communication with the Contractor and Project Authority will be in English;
- b) The Contractor will not be responsible for any translation activities.

#### 5. Contractor Responsibilities

The contractor is responsible for:

- a) Having access to commercially available software for the production of polished, professional-looking documents;
- b) Provide DFO with original, editable working files as well as final products for sharing;



- c) Provide DFO with up to three drafts and a final product (PDF format) in both English and French;
- d) Keeping product images, photography, working files and final products organized to ease future work requests.
- e) All Deliverables must, at the time of acceptance, be free from defects in workmanship and conform to the requirements. The Contractor is responsible for corrections or replacement of defective workmanship at no cost to DFO;

## **7. DFO Responsibilities**

DFO will provide the following documentation and support to the Contractor:

- a) Copies of previously created communications products;
- b) Text and design ideas for new communications products;
- c) Translations as required;
- d) Data or additional information and documents, as required.

## **8. Progress meetings**

Ad-hoc virtual or phone progress meetings will occur between the Project Authority and the Contractor as required to discuss scoping requirements and draft revisions.

## **9. Method and Source of Acceptance**

The Contractor must obtain prior approval for all work, and work within the proposed budget. The Contractor will conduct the work from their own office, and communicate with the DFO Project Coordinator via telephone, video conferencing or email.

## **10. Client Liaison**

All project activity requirements, such as meetings and other communication (e.g. email, video conference, phone calls) between the Project Authority and the Contractor will occur as required.

## **11. Location of Work:**

The work will be completed at the Contractor's place of business.

## **12. Travel**

There is no travel requirement to complete the work under this Contract. The Crown will not reimburse the Contractor for any travel and/or living expenses as part of this Contract.



**ANNEX "B"**

**BASIS of PAYMENT**

The Contractor will be paid a firm price for the provision of all professional services, including all associated costs necessary to carry out the required work as described in the statement of work.

Prices are in Canadian dollars. All deliverables are F.O.B. Destination, Canadian Customs Duty included, and GST/HST extra, where applicable.

**Table A: Initial Contract Period**

|   | <b>Deliverable</b>   | <b>All-inclusive Hourly Rate</b> | <b>Estimated Maximum Level of Effort</b> | <b>Total Estimated Cost</b> |
|---|--|----------------------------------|--|-----------------------------|
| <b>Initial Contract Period</b>  | <b>Contract Award to July 31, 2024</b><br>Graphic Design Services to support Aquaculture communications products | \$ _____                         | 250 hours                                | \$ _____                    |
| <b>Total Initial Contract Period (Table A)</b><br>(Plus Applicable Taxes) |  |                                  |  | \$ _____                    |

**Table B : Option Period No. 1**

|  | <b>Deliverable</b>  | <b>All-inclusive Hourly Rate</b> | <b>Estimated Maximum Level of Effort</b> | <b>Total Estimated Cost</b> |
|--|---|----------------------------------|--|-----------------------------|
| <b>Option Period No. 1</b>   | <b>August 1, 2024 to July 31, 2025:</b><br>Graphic Design Services to support Aquaculture communications products | \$ _____                         | 250 hours                                | \$ _____                    |
| <b>Total Estimated Maximum Cost – Option Period No. 1</b><br>(Plus Applicable Taxes) |   |                                  |  | \$ _____                    |

**Table C : Option Period No. 2**

|  | <b>Deliverable</b>  | <b>All-inclusive Hourly Rate</b> | <b>Estimated Maximum Level of Effort</b> | <b>Total Estimated Cost</b> |
|--|---|----------------------------------|--|-----------------------------|
| <b>Option Period No. 2</b>   | <b>August 1, 2025 to July 31, 2026:</b><br>Graphic Design Services to support Aquaculture communications products | \$ _____                         | 250 hours                                | \$ _____                    |
| <b>Total Estimated Maximum Cost – Option Period No. 2</b><br>(Plus Applicable Taxes) |   |                                  |  | \$ _____                    |



**Table D : Option Period No. 3**

|  | Deliverable   | All-inclusive Hourly Rate | Estimated Maximum Level of Effort | Total Estimated Cost |
|--|---|---------------------------|-----------------------------------|----------------------|
| <b>Option Period No. 3</b>   | <b>August 1, 2026 to July 31, 2027:</b><br>Graphic Design Services to support Aquaculture communications products | \$ _____                  | 250 hours                         | \$ _____             |
| <b>Total Estimated Maximum Cost – Option Period No. 3</b><br>(Plus Applicable Taxes) |   |                           |                                   | \$ _____             |

**Table E : Option Period No. 4**

|  | Deliverable   | All-inclusive Hourly Rate | Estimated Maximum Level of Effort | Total Estimated Cost |
|--|---|---------------------------|-----------------------------------|----------------------|
| <b>Option Period No. 4</b>   | <b>August 1, 2027 to July 31, 2028:</b><br>Graphic Design Services to support Aquaculture communications products | \$ _____                  | 250 hours                         | \$ _____             |
| <b>Total Estimated Maximum Cost – Option Period No. 4</b><br>(Plus Applicable Taxes) |   |                           |                                   | \$ _____             |

**Table F: Total**

|   |          |
|---|----------|
| <b>Total Table (A)</b>  | \$ _____ |
| <b>Total Table (B)</b>  | \$ _____ |
| <b>Total Table (C)</b>  | \$ _____ |
| <b>Total Table (D)</b>  | \$ _____ |
| <b>Total Table (D)</b>  | \$ _____ |
| <b>Total (A)+(B)+(C)+(D)+(E) = (F)</b><br>Plus Applicable Taxes | \$ _____ |



**ANNEX “C”**

**EVALUATION 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 the requirement.

Bids which fail to meet the Mandatory Technical Criteria will be declared non-responsive. Each Mandatory Technical Criteria must be addressed separately.

The Bidder must include the following table in their proposal, providing the proposal page number that contains information to verify the criteria has been met.

| No.       | Mandatory Criteria   | Meets Criteria<br>(✓) (Y/N) | Proposal Page<br>No(s). |
|-----------|--|-----------------------------|-------------------------|
| <b>M1</b> | Bidder must demonstrate having a minimum of five (5) years of experience providing Graphic Design Services.<br><br>A resume must be provided to clearly demonstrate the years of experience.   |                             |                         |
| <b>M2</b> | Bidder proposed resource must have a minimum of one (1) year experience working on Aquaculture Design Services within the last five (5) years.<br><br>A resume must be provided to clearly demonstrate the years of experience in Aquaculture-specific graphic design service.                             |                             |                         |
| <b>M3</b> | Bidder must demonstrate having access to graphic design software and tools such as Adobe Suite, Adobe Creative Cloud Express, CorelDraw, or equivalent necessary for creating graphic design projects.<br><br>A listing of the graphic design software and tools must be provided along with the proposal. |                             |                         |
| <b>M4</b> | Bidder proposed resource must hold a bachelor degree or a valid recognized certification or diploma or designation in graphic design or fine arts<br><br>The bidder must provide a copy of the proposed resource’s credentials.  |                             |                         |





**RATED TECHNICAL CRITERIA:**

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

Bids **MUST** achieve an overall minimum score as specified in the table below of the Rated Technical Criteria, in order to be considered technically responsive. Proposals which fail to attain the minimum score of the Rated Technical Criteria will be considered technically non-responsive and no further evaluation will be conducted.

| No. | Rated Criteria   | Points   | Points Scale   | Points Awarded | Proposal Page No(s). |
|-----|--|--|--|----------------|----------------------|
| R1  | <p>Bidder's proposal must demonstrate the total number of years of experience in Graphic Design Services.</p> <p>Bidder to provide resume demonstrating years of experience.</p>                                     | <p><b>10 Max pts</b><br/><b>7 min pts</b></p>  | <p><b>5 points:</b> 5 years' experience creating design products</p> <p><b>7 points:</b> from 5+ years to 10 years' experience creating design products</p> <p><b>10 points:</b> 10+ years' experience creating design products</p>  |                |                      |
| R2  | <p>Bidder's proposal must demonstrate recent experience creating graphic design projects specific to Aquaculture.</p> <p>Bidder to provide a minimum of (2) two project examples to demonstrate this experience.</p> | <p><b>15 Max pts</b><br/><b>11 Min pts</b></p> | <p><b>5 points:</b> 2-3 projects demonstrating specific examples of aquaculture products developed in the last 24 months</p> <p><b>10 points:</b> 4-5 projects demonstrating specific examples of aquaculture products developed in the last 24 months</p> <p><b>15 points:</b> &gt;5 projects demonstrating specific examples of aquaculture products developed in the last 24 months</p> |                |                      |



|                  |   |   |  |  |  |
|------------------|---|---|--|--|--|
| <p><b>R4</b></p> | <p>Bidder to provide a minimum of two (2) project examples to demonstrate experience and quality of Aquaculture-specific graphic design products within the last five (5) years.</p> <p>Each project will be individually rated based on the following criteria worth 1 point each</p> <ol style="list-style-type: none"> <li>1. Incorporation of logo and brand story</li> <li>2. Color palette development</li> <li>3. Layout and typography</li> <li>4. Aquaculture content</li> <li>5. Application of light copy editing to communicate complex topics to a public audience.</li> </ol> | <p><b>Max 25 pts</b><br/><b>Min 18 pts</b></p>  | <p><b>5 points</b> per project up to a maximum of five (5) projects.</p> |  |  |
|                  | <p><b>Total evaluated score</b></p>   | <p><b>Total points (R1 through R4):</b><br/><b>50 points maximum</b><br/><b>30 points minimum</b></p> |  | <p><b>Total Score:</b><br/><br/>_____ <b>Pts</b></p> |  |