

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

**Bid Receiving Public Works and Government  
Services Canada/Réception des soumissions  
Travaux publics et Services gouvernementaux  
Canada  
800 Burrard Street, 2nd Floor  
800, rue Burrard, 2e étage  
Vancouver, BC V6Z 2V8  
Bid Fax: (604) 775-7526**

## Request For a Standing Offer Demande d'offre à commandes

National Master Standing Offer (NMSO)

Offre à commandes principale et nationale (OCPN)

Canada, as represented by the Minister of Public Works and Government Services Canada, hereby requests a Standing Offer on behalf of the Identified Users herein.

Le Canada, représenté par le ministre des Travaux Publics et Services Gouvernementaux Canada, autorise par la présente, une offre à commandes au nom des utilisateurs identifiés énumérés ci-après.

## Comments - Commentaires

**Vendor/Firm Name and Address**

Raison sociale et adresse du fournisseur/de l'entrepreneur

**Issuing Office - Bureau de distribution**

Public Works and Government Services Canada - Pacific  
Region  
800 Burrard Street, 12th Floor  
800, rue Burrard, 12e etage  
Vancouver, BC V6Z 2V8

<b>Title - Sujet</b> Imaging Hardware NMSO	
<b>Solicitation No. - N° de l'invitation</b> EZ107-120003/C	<b>Date</b> 2013-03-27
<b>Client Reference No. - N° de référence du client</b> EZ107-120003	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$VAN-576-6971
<b>File No. - N° de dossier</b> VAN-2-35013 (576)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2013-05-07</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Pacific Daylight Saving Time PDT
<b>Delivery Required - Livraison exigée</b>  See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Sobhee, Sachin	<b>Buyer Id - Id de l'acheteur</b> van576
<b>Telephone No. - N° de téléphone</b> (604)775-7022 ( )	<b>FAX No. - N° de FAX</b> (604)775-7526
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA 641-800 BURNARD ST VANCOUVER British Columbia V6Z2V8 Canada	
<b>Security - Sécurité</b> This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

**This RFSO EZ107-120003/C cancels and supercedes RFP EZ107-120003/B.  
RFP EZ107-120003/B was posted to MERX as an RFP instead of an RFSO by mistake.**

**All questions submitted by vendors in response to the cancelled RFP EZ107-120003/B do not need to be submitted again. All questions previously submitted will be answered through amendments to this re-issued RFSO EZ107-120003/C.**

The Data Entry Website is now available at the following address:

**<http://canada.nstl.com/ImagingHardware2013/>**

Offerors must contact Jon Drummond at jon.drummond@pwgsc.gc.ca or 819-956-8355 to request a username and password.

Most changes resulting from questions have already been incorporated into this RFSO.

**The changes to the RFSO are as follows:**

- A schedule of questions and answers has been added at Part 1, Section 1.2.1.
- It has been clarified that offerors are only allowed to offer one product per sub-category and that the same hardware, if identically equipped, will not be included in more than one sub-category. This is added to Annex A section A2, #21.
- User training has been removed from the NMSO configuration and is now an optional item that clients must specify on the call-up, if required. This mainly affects Annex B at B4.2 and the evaluation of the RFSO at Annex J sections J4 and J5.
- As a result of the user training being removed from the NMSO configuration, the hourly rate for Professional Services (which includes user training) has been added to the financial evaluation of the RFSO.
- Category 4.2 has been added at all applicable tables. It was omitted by accident from some of the tables. This affects Annex A section A3, and Annex J section J6.
- The benchmark test fees have been added at Annex I section I9.
- It has been clarified which sub-categories must be desktop models and which sub-categories must be floor standing models.

**Sub-category specific changes:**

All Category 1 devices

- inserted: must be a desktop model (not floor standing)

All Category 2 devices

- inserted: must be a desktop model (not floor standing)

Sub-category 1.5

- deleted: minimum 256 gray scales
- the paper input sources have been clarified

All Category 3 devices

- deleted: configured, at a minimum, with both printing and copying functionality;

Sub-category 3.1

- paper input capacity is increased from 500 sheets to 750 sheets
- paper output capacity is reduced from 250 sheets to 150 sheets
- deleted: separated through either offset stacking or sorting;
- inserted: must be a desktop model (not floor standing)

Sub-category 3.2

- minimum hard drive capacity is increased from 40GB to 80GB
- paper input capacity is increased from 750 sheets to 1000 sheets
- paper output capacity is reduced from 500 sheets to 250 sheets
- deleted: separated through either offset stacking or sorting;
- inserted: must be a desktop model (not floor standing)

Sub-category 3.3

- minimum amount of RAM is reduced from 512MB to 256MB
- minimum hard drive capacity is increased from 40GB to 80GB
- deleted: separated through either offset stacking or sorting;
- inserted: must be a desktop model (not floor standing)

Sub-category 3.4

- minimum hard drive capacity is increased from 40GB to 80GB
- minimum output capacity is reduced from 500 sheets to 300 sheets
- minimum auto-stapling capacity is reduced from 50 sheets to 30 sheets
- inserted: must be a floor standing model (not desktop)

Sub-category 3.5

- minimum hard drive capacity is increased from 40GB to 80GB
- inserted: must be a floor standing model (not desktop)

Sub-category 3.6

- minimum hard drive capacity is increased from 40GB to 80GB
- inserted: must be a floor standing model (not desktop)

Sub-category 3.7

- minimum hard drive capacity is increased from 40GB to 80GB
- inserted: must be a floor standing model (not desktop)

Sub-category 3.8

- minimum hard drive capacity is increased from 40GB to 80GB
- inserted: must be a floor standing model (not desktop)

Sub-category 3.9

- minimum hard drive capacity is increased from 40GB to 80GB
- inserted: must be a floor standing model (not desktop)

Sub-category 3.10

- minimum hard drive capacity is increased from 40GB to 80GB
- paper input sources has been clarified to indicate that one source can be the bypass tray
- inserted: must be a floor standing model (not desktop)

Sub-category 4.1

- minimum amount of RAM is increased from 256MB to 512MB
- paper input capacity is reduced from 1000 sheets to 750 sheets
- paper output capacity is reduced from 250 sheets to 150 sheets
- deleted: separated through either offset stacking or sorting;
- inserted: must be a desktop model (not floor standing)

Sub-category 4.2

- minimum hard drive capacity is increased from 40GB to 80GB
- paper output capacity is reduced from 500 sheets to 250 sheets
- deleted: separated through either offset stacking or sorting;
- inserted: must be a desktop model (not floor standing)

Sub-category 4.3

- minimum amount of RAM is decreased from 1GB to 768MB
- minimum hard drive capacity is increased from 40GB to 80GB
- inserted: must be a floor standing model (not desktop)

Sub-category 4.4

- minimum amount of RAM is decreased from 1GB to 768MB
- minimum hard drive capacity is increased from 40GB to 80GB
- inserted: must be a floor standing model (not desktop)

Sub-category 4.5

- minimum hard drive capacity is increased from 40GB to 80GB
- minimum paper input capacity is increased from 1500 sheets to 2000 sheets
- inserted: must be a floor standing model (not desktop)

Sub-category 4.6

- minimum hard drive capacity is increased from 40GB to 80GB
- minimum paper input capacity is increased from 1500 sheets to 2000 sheets
- inserted: must be a floor standing model (not desktop)

Solicitation No. - N° de l'invitation

EZ107-120003/C

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

van576

Client Ref. No. - N° de réf. du client

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

EZ107-120003

VAN-2-35013

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**2013**  
**REQUEST FOR NATIONAL MASTER STANDING OFFERS**  
**(RFSO)**

**FOR**

**THE LEASE, PURCHASE AND PROVISION OF**  
**MAINTENANCE SERVICES OF IMAGING HARDWARE**

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## PART 1 - GENERAL INFORMATION

### 1.1 Introduction

The Request for Standing Offers (RFSO) is divided into eight parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3 Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by offerors; and
- Part 7 Standing Offer: includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
- Part 8 Resulting Contract Clauses: includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Hardware Technical Requirements; Hardware Maintenance, Support, Training and Cost-per-Page Services; Summary of Environmental Requirements; NMSO Listed Hardware; Request for Volume Discount and Special Processing Procedures; Price Revision and Hardware Substitution Procedures; List of Authorized Agents, Resellers, and Service Outlets; Standing Offer Activity Reporting; Benchmark Testing; Evaluation, Value Factor Calculation and Basis of Selection; Management Offer; Technical Offer; Financial Offer; Hardware Substitutions and; Forms.

### 1.2. Summary

This Request for Standing Offer (RFSO) describes Canada's requirements that will lead to the establishment of multiple National Master Standing Offers (NMSOs) to supply, configure, deliver, install, and service Imaging Hardware (excluding single or primary function facsimiles and document scanners and wide format imaging equipment for graphics and engineering applications) including accessories and supplies on an "as and when requested" basis to locations throughout Canada excluding Comprehensive Land Claims Areas (CLCA). For requirements with delivery points in CLCA areas, other sourcing methods will be used.

Resulting NMSOs will be valid for 12 months from the date of issuance (unless PWGSC determines, in its sole discretion, to set aside this procurement vehicle), with Canada retaining the right to request two extensions of up to 12 months each. Once issued, these NMSOs will replace the series of NMSOs under NMSO numbers EZ107-070001/XX/VAN and EZ107-100002/XXX/VAN.

Canada reserves the right to add additional categories of Imaging Hardware to this NMSO, including categories for the Imaging Hardware excluded above. New Categories will be competed on the Government Electronic Tendering System (GETS), allowing new suppliers to qualify or existing suppliers to add Categories to their Standing Offer.

In accordance with the recommendations of the National Strategy for the Procurement of Office Equipment, PWGSC has developed this procurement tool which will facilitate the application of fleet management approaches for government departments' Imaging Hardware environments while providing best value for the taxpayer dollar. The overall goal of this standing offer as well as the Managed Print Solutions Supply Arrangement is to assist government departments in determining the optimal method of procuring and managing their Imaging Hardware, whether it is a single device, or an entire fleet.

It is anticipated that multiple Standing Offers with a total value of \$195,000,000.00 may be authorized as a result of this Request for Standing Offer. Pricing and technical information relating to all Hardware offered will be distributed publicly on an Internet site where a system of grids will be used to rank offers in each sub-category in accordance with the total evaluated cost for the Hardware and the points achieved in mandatory benchmark testing, enabling judicious selection of the printing and copying hardware best suited to meeting Canada's operational requirements.

This RFSO includes categories of Imaging Hardware that is intended to satisfy the majority of Canada's print and copy hardware requirements.

For print and copy hardware requirements that PWGSC determines cannot be met by any of these categories, other purchasing methods will be used. However, the resulting NMSOs are intended to be the primary purchase and lease instrument for print and copy hardware for the Government of Canada.

All potential offerors capable of meeting the requirements of this RFSO are invited to make offers. Suppliers are not required to be the original equipment manufacturer (OEM) of any Hardware to submit an offer, although the OEM must certify non-manufacturer offerors.

Pursuant to section 01 of Standard Instructions 2006, Offerors must submit a complete list of names of all individuals who are currently directors of the Offeror. Furthermore, as determined by the Special Investigations Directorate, Departmental Oversight Branch, each individual named on the list may be requested to complete a Consent to a Criminal Record Verification form.

Offers will be evaluated on a Sub-Category basis. Therefore, if a supplier wishes to submit an offer in only one or more specific Sub-Categories, then it has the opportunity to do so. It is not mandatory to make an offer or be selected in all categories to be issued a Standing Offer.

During the Standing Offer Period, offerors will have the opportunity every two months to propose substitute Hardware that offers equal or better value to Canada. All offerors will also have the opportunity to refresh their prices every two months. Canada reserves the right to revise this time period if necessary.

Annex A - "Hardware Technical Requirements" describes the detailed technical specifications for all categories.

All offers must consist of a management offer, a technical offer and a financial offer. The detailed requirements for these offers are contained in Annexes entitled "Management Offer", "Technical Offer" and "Financial Offer" and include mandatory and point-rated requirements.

Offerors are limited to a maximum of one (1) Hardware product per Sub-Category. Also, the same Hardware product, if identically equipped, will not be included in more than one Sub-Category. Furthermore, no more than one (1) Hardware product from any given Manufacturer will be included in one Sub-Category.

The basis of selection is described in detail in the Annex entitled "Evaluation, Value Factor and Basis of Selection" and consists of four phases: Evaluation of Mandatory Requirements, Hardware Benchmark Testing, Evaluation of Financial Offer, and Offeror Selection. Only offers that satisfy all the mandatory requirements and pass the financial evaluation will be considered.

For each Sub-Category, Canada anticipates qualifying a minimum of four Hardware products that meet the requirements of this RFSO. If fewer Hardware products are qualified in a given Sub-Category than Canada considers advantageous, Canada reserves the right, at its sole discretion, to recompile the Sub-Category in order to identify additional eligible products.

Offerors are encouraged to submit any questions they have regarding the bidding or evaluation process or the resulting Standing Offer or Contract clauses to the Standing Offer Authority identified in the solicitation in the Article entitled "Enquiries - RFSO".

After any resulting Standing Offers have been issued, all offerors will be notified in writing regarding the outcome of this solicitation.

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-Chile Free Trade Agreement (CCFTA), the Canada-Peru Free Trade Agreement (CPFTA), the Canada-Columbia Free Trade Agreement, the Canada-Panama Free Trade Agreement and the Agreement on Internal Trade (AIT).

### **1.2.1 RFSO Anticipated Schedule**

Deadline for first set of questions, Q1 (by noon PST): April 10, 2013

Release of answers to Q1 (estimated): April 17, 2013

Deadline for second set of questions, Q2 (by noon PST): April 24, 2013

Release of answers to Q2 (estimated): May 1, 2013

### **1.3 Security Requirement**

The security classification of this Standing Offer is "UNCLASSIFIED". However, the Offeror must treat as confidential, during as well as after the provision of goods or services contracted for, any information of a character confidential to the affairs of Canada, to which the Offeror's servants or agents become privy. All personnel assigned to provide services must have a current security clearance to the level specified in any Call-up against this Standing Offer, granted by the Canadian Industrial Security Directorate.

Should it become necessary, during the course of the service, for the authorized Department to invoke further security measures, the Offeror, in accepting a Call-up, must comply with the security classification established at that time.

## 1.4 Debriefings

After issuance of a standing offer, offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

## 1.5 Key Terms

A list of the terminology, definitions and acronyms used in this document and in any subsequent Standing Offer appears in Annex K attached hereto.

Any capitalized terms not defined in Annex K have the meaning given to them in the Standing Offer or the General Conditions or Supplemental General Conditions incorporated into this RFSO and the resulting Standing Offer and Contract Clauses.

# PART 2 - OFFEROR INSTRUCTIONS

## 2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) 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.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The 2006 (2013-03-21) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of 2006, Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days

Insert: one hundred and twenty (120) days

## 2.2 Submission of Offers

Offers must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the Request for Standing Offers.

Due to the nature of the Request for Standing Offers, transmission of offers by facsimile to PWGSC will not be accepted.

## 2.3 Secure Website Submission

Certain information, as detailed in Annex M, Technical Bid and Annex N, Financial Bid, must be submitted to the secure website where the information will be held until after bid closing. A printed copy of this information must be included in the hard copy of the Offer as detailed in Annex M and Annex N.

In the case of any discrepancies between the website content and the hardcopy Offer submitted to Bid Receiving, the hard copy Offer will take precedence.

## 2.4 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than fifteen (15) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors 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 questions or may request that offerors do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

## 2.5 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in British Columbia.

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, 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 offerors.

# PART 3 - OFFER PREPARATION INSTRUCTIONS

## 3.1 Offer Preparation Instructions

Canada requests that offerors provide their offer in separately bound sections as follows:

### Section I: Management Offer (2 hard copies, and 1 soft copy)

Offerors should submit their Management Offer in accordance with Annex L, Management Offer.

### Section II: Technical Offer (secure website data entry, 2 hard copies, and 1 soft copy).

Offerors must submit their Technical Offer in accordance with Annex M, Technical Offer.

### Section III: Financial Offer (secure website data entry, 2 hard copies, and 1 soft copy).

Offerors must submit their Financial Offer in accordance with Annex N, Financial Offer.

### Section IV: Certifications (2 hard copies)

Offerors must submit the certifications required under Part 5.

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

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

Canada requests that offerors follow the format instructions described below in the preparation of their offer.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to that of the Request for Standing Offers.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, offerors are encouraged to:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and
- 2) use an environmentally preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

### **3.2 Multiple Offers**

- (a) Multiple Offers by the same Offeror will not be accepted. If the Offeror submits multiple Offers, the Offeror will be asked to withdrawal all but one of its Offers; or all Offers in their entirety. In the event that the Offeror refuses to withdrawal all but one Offer, Canada may, at its discretion, choose to accept only the Offer which it feels provides the Best Value to Canada. All necessary testing fees as described in Annex I, Benchmark Scoring and Testing Methodology, required in order to evaluate which Offer offers Best Value, will be the responsibility of the Offeror.
- (b) Hardware must be offered by sub-category. The Offeror may offer a maximum of one (1) Hardware product per sub-category.
- (c) If more than one offeror offers the identically equipped Hardware in the same sub-category, only the lowest priced responsive Offer will be listed.

### **3.3 Confidential or Proprietary Information**

Any Information that the Offeror consistently treats as proprietary and/or confidential should be clearly marked "Proprietary" or "Confidential". The Offeror acknowledges and agrees that all information submitted to the secure website will be made publicly available through the IPMG and Intertek websites.

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

### **4.1 Evaluation Procedures**

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada and INTERTEK Testing Services NA Ltd. will evaluate the offers. Not all members of the evaluation team will necessarily participate in all aspects of the evaluation.
- (c) Requests for Clarifications: If Canada seeks clarification or verification from the Offeror regarding its offer, the Offeror will have 2 working days or such longer period as is specified in writing by the Standing Offer Authority to provide the necessary information to Canada. Failure to meet this deadline will result in the offer being declared non-compliant.
- (d) Extension of Time: If the Offeror requires additional time, time may be granted at the sole discretion of the Standing Offer Authority.

### **4.2 Technical Evaluation**

Offers must meet all of the mandatory requirements as described within this RFSO.

All Hardware offered must meet the mandatory technical requirements described in Annex A, Hardware Technical Requirements. If an offered Hardware product fails to meet the technical minimums as described in Annex A, or if the Offer fails to meet the mandatory criteria described in the RFSO it will be considered non-responsive, and it will not be evaluated further.

In addition Offerors must obtain the minimum points indicated for each criteria of the Management Offer detailed in Annex L. Offers which fail to achieve the minimum required points will be considered non-responsive, and it will not be evaluated further.

### **4.3 Financial Evaluation**

The Financial Evaluation is described in Annex J, Evaluation, Value Factor and Basis of Selection.

### **4.4 Basis of Selection**

The Basis of Selection is described in Annex J, Evaluation, Value Factor and Basis of Selection.

Hardware will be evaluated on a Sub-Category basis, using a combination of both purchase and lease Value Factors.

Standing Offers will be put in place for responsive Offers with a "Combined Hardware Value Factor", as described in Annex J, "Evaluation, Value Factor and Basis of Selection", of not more than 50% higher than the Hardware with the best Combined Hardware Value Factor in that Sub-Category.

For Sub-Categories with only one Hardware product offered, selection will be made by the Evaluation Committee on the basis of price support proving good value to Canada.

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Only the lowest priced identical Hardware products offered will be evaluated and accepted.

PWGSC will identify, for the first two-month period, the Offerors for each Sub-Category having Hardware with a Combined Hardware Value Factor, falling within 20% of the best Combined Hardware Value Factor, on a per Sub-Category basis. These Offerors are referred to as the "Active" Offerors, and only their Hardware will be available to Identified Users for Call-ups during the initial two-month period. For subsequent two-month periods, active/inactive status will be determined by the product and price refresh that takes place every two months after issuance of the NMSO.

While Offerors' Combined Hardware Value Factor by Sub-Category will be used for Standing Offer recommendation and identifying Active and Inactive offerors, Call-up Limitations for Active offerors will be based on the Hardware's individual Sub-Category "Value Factor for Leased Hardware" and "Value Factor for Purchased Hardware" independently.

The Active and Inactive offerors, their prices, and Call-up Limitations will be posted on the Hardware for Lease and Hardware for Purchase Best Value Grids on the IPMG web site for use on the first business day of the NMSO.

## **PART 5 - CERTIFICATIONS**

Offerors must provide the required certifications and related documentation to be issued a standing offer. Canada will declare an offer non-responsive if the required certifications and related documentation are not completed and submitted as requested.

Compliance with the certifications offerors provide to Canada is subject to verification by Canada during the offer evaluation period (before issuance of a standing offer) and after issuance of a standing offer. The Standing Offer Authority will have the right to ask for additional information to verify offerors' compliance with the certifications before issuance of a standing offer. The offer will be declared non-responsive if any certification made by the Offeror is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications, to provide the related documentation or to comply with the request of the Standing Offer Authority for additional information will also render the offer non-responsive.

### **5.1 Mandatory Certifications Required Precedent to Issuance of a Standing Offer**

#### **5.1.1 Code of Conduct and Certifications - Related documentation**

By submitting an offer, the Offeror certifies, for himself and his affiliates, to be in compliance with the Code of Conduct and Certifications clause of the Standard instructions. The related documentation hereinafter mentioned will help Canada in confirming that the certifications are true. By submitting an offer, the Offeror certifies that it is aware, and that its affiliates are aware, that Canada may request additional information, certifications, consent forms and other evidentiary elements proving identity or eligibility. Canada may also verify the information provided by the Offeror, including the information relating to the acts or convictions specified herein, through independent research, use of any government resources or by contacting third parties. Canada will declare non-responsive any offer in respect of which the information requested is missing or inaccurate, or in respect of which the information contained in the certifications is found to be untrue, in any respect, by Canada. The Offeror and any of the Offeror's affiliates, will also be required to remain free and clear of any acts or convictions specified herein during the entire period of the Standing Offer and any call-ups made against the Standing Offer.

Offerors who are incorporated, including those submitting offers as a joint venture, must provide with their offer or promptly thereafter a complete list of names of all individuals who are currently directors of the Offeror. Offerors submitting offers as sole proprietorship, including those submitting offers as a joint venture, must provide the name of the owner with their offer or promptly thereafter. Offerors submitting offers as societies, firms, partnerships or associations of persons do not need to provide lists of names. If the required names have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to comply will render the offer non-responsive. Providing the required names is a mandatory requirement for issuance of a standing offer and award of a contract.

Canada may, at any time, request that an Offeror provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form- PWGSC-TPSGC 229) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>) for any or all individuals aforementioned within the time specified. Failure to provide such Consent Forms within the time period provided will result in the offer being declared non-responsive.

## 5.2 Additional Certifications Precedent to Issuance of a Standing Offer

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

### 5.2.1 Federal Contractors Program - Certification

1. The Federal Contractors Program for Employment Equity (FCP-EE) requires that some offerors bidding for federal government contracts valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to the issuance of a standing offer. If the Offeror is subject to the FCP-EE, evidence of its commitment must be provided before the issuance of a standing offer.

Offerors who have been declared ineligible contractors by Human Resources and Social Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Offerors may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP-EE for a reason other than the reduction of their workforce to less than 100 employees. Any offer from ineligible contractors will be declared non-responsive.

2. If the Offeror does not fall within the exceptions enumerated in 3(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP-EE, the Offeror must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity (<http://www1.servicecanada.gc.ca/cgi-bin/search/eforms/index.cgi?app=profile&form=lab1168&dept=sc&lang=e>), to the Labour Branch of HRSDC.

3. The Offeror certifies its status with the FCP-EE, as follows:

The Offeror

(a) ( ) is not subject to the FCP-EE, having a workforce of less than 100 permanent full time, part-time or temporary employees in Canada,

- (b) ( ) is not subject to the FCP-EE, being a regulated employer under the Employment Equity Act, S.C. 1995, c.44;
- (c) ( ) is subject to the requirements of FCP-EE, having a workforce of 100 or more permanent full time, part-time or temporary employees in Canada, but has not previously obtained a certificate number from HRSDC, (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;
- (d) ( ) is subject to FCP-EE, and has a valid certificate number as follows: \_\_\_\_\_
- (e.g. has not been declared ineligible contractor by HRSDC).

Further information on the FCP-EE is available on the following HRSDC Web site: <http://www.hrsdc.gc.ca/en/labour/equality/fcp/index.shtml>.

***Offerors are requested to complete Form 1, Offer Submission Form, with the requested information regarding their status under the Federal Contractors Program for Employment Equity.***

### **5.2.2 OEM Certification**

As part of the evaluation, Canada requires OEM Certifications for all Hardware being offered. If the Offeror is itself the OEM, it must provide the certification entitled "OEM Certification - Offeror OEM of Hardware Offered". If the Offeror is not the OEM, it must provide the certification entitled "OEM Certification - Offeror Not OEM of Hardware Offered". If the Offeror is offering Hardware from multiple OEMs, a separate certification must be provided in respect of each OEM.

***Offerors are requested to complete and submit Form 2, Manufacturer Certifications.***

### **5.2.3 Authorized Agent Certifications**

Should they employ Third Party Service Providers (Authorized Agents or Subcontractors), the Offeror is responsible for assuring that these service providers understand and will meet the level of service required by any resulting National Master Standing Offer.

***Offerors are requested to complete and submit Form 4, Authorized Agent Certifications.***

### **5.2.4 Aboriginal Business Certifications**

If the Offeror is itself, or lists as Authorized Agents or Subcontractors, Aboriginal Businesses meeting the eligibility requirements as defined under the Procurement Strategy for Aboriginal Business as detailed by Aboriginal Affairs and Northern Development Canada (<http://www.aadnc-aandc.gc.ca/eng/1100100032998#eli>), must submit an eligibility certification in order to be denoted as an Aboriginal Business on the Authorized Agent List and in order to be eligible for set-aside call-ups against the NMSO.

***Offerors are requested to complete and submit Form 5, Aboriginal Business Certifications.***

### **5.2.5 ISO 9001 Certification - Quality Management Standards**

For all Hardware offered, the Hardware's Original Equipment Manufacturer(s), whether this is the Offeror or a third party, must be registered under ISO 9001 by an accredited registrar under the ISO 9001 Program for the manufacturing facility where each Hardware product being offered is manufactured. The Offeror must identify the facility location by providing the complete address where each proposed Hardware product is manufactured/assembled. The scope of the registration must also be specified and valid.

### **5.2.6 ISO 14001 Certification - Environmental Management Standards**

For all Hardware offered, Hardware's Original Equipment Manufacturer(s), whether this is the Offeror or a third party, must be registered under the ISO 14001 Program by an accredited registrar under the ISO 14001 Program for the manufacturing facility where each Hardware product being offered is manufactured. The Offeror must identify the facility location by providing the complete address where each proposed Hardware product is manufactured/assembled. The scope of the registration must also be specified.

### 5.2.7 Electrical Certifications

All Hardware offered under this Standing Offer be certified or approved for use in accordance with the Canadian Electrical Code, Part 1, by a certification organization accredited by the Standards Council of Canada (SCC) and bears the certification logo that is applicable to the accredited agency.

### 5.2.8 Interference Causing Equipment Standard Certification

All Hardware offered under this Standing Offer must be certified by the manufacturer as complying with the Class A or B limits for radio noise emissions from digital apparatus set out in the Interference Causing Equipment Standard (ICES-003) of Industry Canada, or US FCC Class A or B equivalent emission limits for digital apparatus as set in the Radio Interference Regulations

### 5.2.9 Energy Star Certification

All Hardware offered under this Standing offer must be Energy Star qualified at the time of product acceptance under this Standing Offer. The Contractor must ship all Hardware with the Energy Star low-power feature activated or enabled.

### 5.2.10 Third Party Environmental Ecolabelling

The Offeror must have a Third Party Environmental Ecolabelling certification for all Hardware offered under this Standing offer. The certification may be in the name of the licensee, if permitted (in which case the Offeror must demonstrate upon request that it is permitted to have the certification in the name of the licensee). Acceptable programs are those recognized by the Global Ecolabelling Network (GEN).

In accordance with Annex C, Summary of Environmental Programs, Canada reserves the right to accept future individual or comprehensive environmental certifications in the place of one or more of the mandatory certifications, provided such certifications incorporate the equivalent or higher environmental criteria, standards and assessments. (e.g. the currently under development IEEE P1680.2 Standard for Environmental Assessment of Imaging Equipment.)

### 5.2.11 Price Protection - Most Favoured Customer

(a) Items (b) to (h) apply to non-evaluated and non-NMSO products only.

(b) To the best of the Offeror's knowledge, the prices it is charging to Canada under any resulting Call-up or Contract are not higher than the lowest prices/rates that it has charged any other customer (including other Government of Canada entities) for a similar quality and quantity of goods and services in the year before the Call-up/Contract was awarded.

(c) The Offeror also agrees that, if after the date of any resulting Call-up/Contract(s) it reduces the prices it charges to other customers for a similar quality and quantity of goods and services, it will reduce the prices for all remaining deliveries under any existing Call-up/Contract (s) (with notice to the Standing Offer Authority).

(d) At any time during the 6 years after making the final payment under any resulting Call-up/Contract or until all claims and disputes then outstanding are settled, whichever is later, Canada has the right to audit the Offeror's records to verify that it is receiving (or has received) these prices. Canada will give at least 2 weeks of notice before the audit.

(e) During this audit, the Offeror must produce invoices and contracts for similar quality or quantity of goods or services sold to other customers from one year before the Call-up/Contract was awarded until the end of the Contract Period. If the Offeror is required by law or by contract to keep another customer's information confidential, the Offeror may black out any information on the invoices or contracts that could reasonably reveal the identity of the customer (such as the customer's name and address), as long as the Offeror provides, together with the invoices and contracts, a certification from its Senior Financial Officer describing the profile of the customer (e.g., whether it is a public sector or private sector customer and the customer's size and service locations).

(f) In determining whether the goods and services sold to another customer were of similar quality, the terms and conditions of the contract under which those goods and services were delivered will be considered, if those terms and conditions are reasonably likely to have had a material effect on pricing.

(g) If Canada's audit reveals that the Offeror charged lower prices for a similar quality and quantity of goods and services under any contract where deliveries were made in the year before the Call-up/Contract was awarded, or that the Offeror delivered additional goods or services under the Contract after reducing its prices for other customers but without reducing the prices under resulting Call-up/ Contract(s), then the Offeror must pay to Canada the difference between the amount charged to Canada and the amount charged to the other customer, up to a maximum of 25% of the value of the Call-up/Contract.

(h) Canada acknowledges that this commitment does not extend to prices charged by any affiliates of the Offeror.

## **PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS**

### **6.1 Security Requirement**

The Resulting Contract Clauses contain an Article entitled "Security Requirement". The Standing Offer Authority or Identified User making a Call-up may, in its discretion, may substitute an alternative Security Requirement. In such instances, the Call-up will only be issued to an offeror who, at the time of the Call-up, satisfies the Security Requirement specified by the Identified User.

There are no Security Requirements required with the Offer or in order to be awarded a resulting Standing Offer.

### **6.2 Financial Capability**

SACC Manual clause M9033T (2011-05-16) Financial Capability

### **6.3 Insurance Requirements**

The Resulting Contract Clauses contain an Article entitled "Insurance". The Standing Offer Authority or Identified User making a Call-up may, in its discretion, may substitute an alternative Insurance Requirement. In such instances, the Call-up will only be issued to an offeror who, at the time of the Call-up, satisfies the Insurance Requirement specified by the Identified User.

Proof of Insurance is not required with the Offer or in order to be awarded a resulting Standing Offer.

## PART 7 - STANDING OFFER

### 7.1 Offer

- (a) The Offeror named on page 1 of this National Master Standing Offer (NMSO) offers to supply, deliver, configure, install (if required by a Call-up), integrate (if required by a Call-up), provide user training, (if required by a Call-up), provide warranty and maintenance services, software support services, consumables replenishment (if required by a Call-up), and supply documentation for the Hardware listed in Annex D, NMSO Listed Hardware, all according to the prices, terms and conditions of this Standing Offer, as and when an Identified User or PWGSC orders Hardware in accordance with this Standing Offer.
- (b) The Offeror offers to deliver all Hardware in accordance with the configuration listed in the Annex D, NMSO Listed Hardware", referred to as the NMSO configuration, unless the Call-up specifically requests changes to the NMSO configuration.
- (c) Unless otherwise expressly provided for in the Standing Offer, the Offeror agrees only to supply goods and services authorized for supply under this Standing Offer on the date the Call-up is issued, without variation or substitution. The Offeror acknowledges that only Hardware listed on the Imaging Product Management Group (IPMG) website on the date the Call-up is issued may be supplied.

#### 7.1.1 Publication of Standing Offer Hardware and Prices

- (a) The Offeror acknowledges that its Standing Offer Hardware and prices may be published in whole or in part or otherwise made available to other suppliers and the public by Canada (on a website and/or by other means)
- (b) The Offeror consents to this disclosure and agrees that it has no right of claim against Her Majesty, the Minister, the Identified User, their employees, agents or servants in relation to such disclosure, and will indemnify them against any action, suit, demand, right or claim asserted by anyone as a result of such disclosure.
- (c) Canada will not be liable for any errors, inconsistencies or omissions in any such published information. If the Offeror identifies any errors, inconsistencies or omissions, the Offeror agrees to notify the Standing Offer Authority immediately.

### 7.2 Security Requirement

The security classification of this Standing Offer is "UNCLASSIFIED". However, the Offeror must treat as confidential, during as well as after the provision of goods or services contracted for, any information of a character confidential to the affairs of Canada, to which the Offeror's servants or agents become privy.

The Resulting Contract Clauses contain an Article entitled "Security Requirement". The Standing Offer Authority or Identified User making a Call-up may, in its discretion, may substitute an alternative Security Requirement. In such instances, the Call-up will only be issued to an offeror who, at the time of the Call-up, satisfies the Security Requirement specified by the Identified User.

All personnel assigned to provide services must have a current security clearance to the level specified any the Call-up against this Standing Offer, granted by the Corporate and International Industrial Security Directorate.

Should it become necessary, during the course of the service, for the authorized Department to invoke further security measures, the Offeror must comply with the security classification established at that time.

### 7.3 Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) 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.

#### 7.3.1 General Conditions

2005 (2012-11-19) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

#### 7.3.2 Standing Offers Reporting

The Offeror must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Standing Offer. This data must include all purchases paid for by a Government of Canada Acquisition Card. The data must be submitted on a quarterly basis to the Public Works and Government Services Canada Standing Offer Authority.

Quarterly periods are defined as follows:

1st quarter: April 1 to June 30;

2nd quarter: July 1 to September 30;

3rd quarter: October 1 to December 31;

4th quarter: January 1 to March 31.

Electronic reports must be completed and forwarded to the Standing Offer Authority no later than 30 calendar days after the end of the quarterly period. An electronic version of the form in Excel and/or Lotus spreadsheet format will be provided to the Offeror electronically by the Standing Offer Authority.

All data fields of the report must be completed as requested. If some data is not available, the reason must be indicated in the report. If no goods or services are provided during a given period, the Offeror must still provide a "NIL" report.

### 7.4 Term of Standing Offer

#### 7.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from \_\_\_\_\_ to \_\_\_\_\_.  
(*One-year period to be inserted at award of standing offer*)

#### 7.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror irrevocably offers to extend its offer for two (2) additional one-year periods, under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

## **7.5 Authorities and Representatives**

### **7.5.1 Standing Offer Authority**

Sachin Sobhee  
Supply Specialist  
PWGSC, Acquisitions  
Pacific Region  
800 Burrard St, 12th Floor  
Vancouver, BC V6Z 2V8  
Tel: 604-775-7022  
Fax: 604-775-7526  
Email: sachin.sobhee@pwgsc-tpsgc.gc.ca

The Standing Offer Authority for this Standing Offer is the contracting officer named on page one of this Standing Offer. The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. The Standing Offer Authority is also the Contracting Authority for all Call-ups issued by the Standing Offer Authority under this Standing Offer. The Offeror acknowledges that the Standing Offer Authority is entitled to exercise any and all audit and verification rights described in this Standing Offer, including the Resulting Contract Clauses, in respect of any Call-ups made under this Standing Offer and to request any information concerning Call-ups that the Standing Offer Authority considers necessary.

### **7.5.2 Identified Users**

Identified Users authorized to make call-ups against the Standing Offer include any government department, agency or Crown corporation listed in Schedules I, I.1, II, III, of the Financial Administration Act, R.S., 1985, c. F-11.(as amended from time to time) or any other party for which the Department of Public Works and Government Services has been authorized to act from time to time under section 16 of the Department of Public Works and Government Services Act.

#### **7.5.2.1 No Contracting Outside Authorities**

The Offeror agrees not to accept Call-ups to perform work in excess of or outside the scope of this Standing Offer without specific written authorization from the Standing Offer Authority. The Offeror acknowledges that the Identified Users are without authority to vary or amend the terms or the scope of this Standing Offer.

### **7.5.3 Project Authority**

The Project Authority is identified in the call-up against the Standing Offer.

The Project Authority or its delegate(s) is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up against the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

The Project Authority or its delegate(s) will be the main contact and liaison between the Identified User and the Offeror with respect to Hardware Training, Hardware Maintenance services and print/copy usage and imaging consumable requirements.

#### 7.5.4 Offeror's Representative

*(To be inserted at Standing Offer award)*

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Company's full legal name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Offeror's Procurement Business Number (PBN): \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Facsimile: \_\_\_\_\_  
 Email: \_\_\_\_\_

#### 7.5.5. Offeror's Authorized Agents and Subcontractors

The Offeror confirms that the Authorized Agents listed in the Annex entitled "List of Authorized Agents and Service Outlets" are authorized to act on its behalf as its agent for the purposes of performing the Work under Call-ups and receiving payment. Any payment made by Canada to an Authorized Agent will be considered payment to the Offeror itself. This agency relationship (through which the Authorized Agent performs contractual obligations on behalf of the Offeror) does not amend, diminish or modify any of the responsibilities of the Offeror under the Standing Offer or any resulting Call-ups.

The Offeror agrees and understands that it is solely responsible for ensuring that all of its Authorized Agents complete all Call-ups in accordance with their terms and conditions, and that, if the Authorized Agent fails to fulfill all the Call-up obligations, the Offeror must, upon written notification from the PWGSC Standing Offer Authority, immediately complete and fulfill those obligations directly at no additional cost to Canada.

The Offeror agrees to inform the Standing Offer Authority in writing of any changes in the list of its Authorized Agents during the Standing Offer Period and to remove any Authorized Agent if requested to do so by the Standing Offer Authority.

##### 7.5.5.1 Lease, Sales and Service Network

(a) **National/Regional Requirements:** Canada requires delivery and service throughout Canada. In this Standing Offer, the areas where delivery of Hardware, Imaging Consumables and Hardware Maintenance Services are required are defined as follows:

**Zone A - Major Centres:** The Major Centres are defined as the metropolitan areas of Canada where the population of Government of Canada employees is at least 1000 persons. A list of the current Major Centres based on Statistics Canada's 2011 census of Federal Government Employment is included in Annex B.

**Zone B - Areas Outside of the Major Centres:** The Areas Outside of the Major Centres is defined as anywhere located within a 50 km radius of any city, town, village, or equivalent, with a

total population of 10,000 persons or more. Zone B does not include any areas already covered by Zone A.

**Zone C - Remote Locations:** Remote locations are defined anywhere located outside of a 50 km radius of any city, town, village, or equivalent, with a total population of 10,000 persons or more. Zone C does not include any areas already covered by Zones A or B.

**Comprehensive Land Claim Agreements** - This Standing Offer must not be used for deliveries to areas covered by Comprehensive Land Claim Agreements (CLCAs),

(b) **Number of Lease Outlets:** The Offeror must maintain a minimum of at least five (5) Lease outlets throughout Canada. The combination of these Lease outlets must be able to meet the lease and delivery requirements of the NMSO. To ensure an adequate presence in all geographic locations, the Offeror should have a minimum of at least one (1) Lease outlet in each of the Canadian provinces. The Offeror may satisfy this requirement itself or through its Authorized Agents.

(c) **Number of Sales Outlets:** The Offeror must maintain a minimum of at least five (5) Sales outlets throughout Canada. The combination of these Sales outlets must be able to meet the sales and delivery requirements of the NMSO. To ensure an adequate presence in all geographic locations, the Offeror should have a minimum of at least one (1) Sales outlet in each of the Canadian provinces. The Offeror may satisfy this requirement itself or through its Authorized Agents.

(d) **Number of Cost-per-Page (CPP) Outlets:** The Offeror must be able to provide the Imaging Consumables through the CPP program as described in Annex B by maintaining, a minimum of five (5) CPP Outlets which can provide CPP consumables only and a minimum of five (5) CPP Outlets which can provide CPP consumables and Hardware Maintenance Services, these Outlets can be the same. To ensure an adequate presence in all geographic locations, the Offeror should have a minimum of at least one (1) CPP Outlet in each of the Canadian provinces. The Offeror may satisfy this requirement itself or through its Authorized Agents.

(e) **Number of Service Outlets:** The Offeror must also be able to provide the Hardware Maintenance Services described in "Hardware Maintenance Services" by maintaining, at a minimum one (1) Service outlet in each of the Major Centres comprising Zone A. The Offeror may satisfy this requirement itself or through its Authorized Agents or subcontractors. The Offeror may provide a single toll-free Maintenance Dispatch Number or separate telephone numbers for the service outlets in each Major Centre.

(f) **Sufficiency of Lease, Sales, CPP and Service Outlets:** The Standing Offer Authority may, at any time during the Standing Offer Period, verify that Lease, Sales, CPP and Service outlets are available (and sufficiently staffed) nationally to make deliveries and provide Maintenance Services within the time frames set out in the Articles of Agreement. Lease, Sales and CPP outlets are defined as providing representation, through either employees, or agents, in the applicable region, being familiar with the terms and conditions of the National Master Standing Offer as well as with the Offeror's pricing and the technical details of the offered Hardware, and being able to communicate this information to Identified Users. The main deliverable required from a Lease or Sales outlet is the ability to assist an Identified User, if requested, with the determination of their requirement; with the interpretation of information, and with the placement of the subsequent call-up, in accordance with the terms of the agreement. The Lease and Sales outlets may be asked to provide presales assistance on-site and this option

is to be available to the client should the need arise and the specific requirement warrants such service.

(g) **Lease, Sales, CPP and Service Outlets:** A single outlet may provide lease, sales, CPP and service. The Offeror has identified its outlets in its offer and acknowledges that these outlets will be posted on the IPMG website. The Offeror must inform the PWGSC Contracting Authority, in writing, of any changes in the list of outlets during the Standing Offer Period. The Offeror must submit changes to the list, in the format prescribed by the Contracting Authority, for posting on the IPMG website.

(h) **Status of Lease, Sales, CPP and Service Outlets as Subcontractors or Authorized Agents:** Any outlets not owned and operated by the Offeror will be considered subcontractors under this Standing Offer and under any Call-ups against this Standing Offer, unless the operator of the outlet has also been designated by the Offeror as an Authorized Agent (in which case the Authorized Agent will act on the Offeror's behalf and can be contacted directly to make Call-ups). Refer to the Annex entitled "Authorized Agent Certification".

(i) **Receipt of Payment by an Authorized Agent:** Canada is entitled to forward payment for contracts under this Standing Offer to the Offeror or to its Authorized Agent that performed the work. Receipt by the Authorized Agent of payment for any Call-up performed by that Authorized Agent on behalf of the Offeror will be deemed to be receipt by the Offeror of such payment.

(j) **Offeror Responsibility:** Any subcontracting or agency relationship (through which the subcontractor or Authorized Agent performs contractual obligations on behalf of the Offeror) does not amend, diminish or modify any of the responsibilities of the Offeror under this Standing Offer. The Offeror agrees and understands that it is the responsibility of the Offeror to ensure that all of its Authorized Agents and subcontractors conform to the terms and conditions of the Standing Offer and complete any Call-ups in accordance with their terms and conditions. If an Authorized Agent or subcontractor fails to fulfill the obligations of any Call-up, the Offeror must, upon written notification from the PWGSC Contracting Authority, immediately complete and fulfill those obligations directly at no additional cost to Canada.

## 7.6 Call-up Procedures

### 7.6.1 Information for Offerors

- (a) **Multiple Standing Offers:** The Offeror acknowledges that multiple Standing Offers have been issued for this requirement. Call-ups will be allocated among the Offerors in accordance with the process described in section 7.8 Call-up Limitations. Identified Users should choose the Hardware meeting their functional requirements that is identified as having the Best Value Factor in the applicable Sub-Category in the Best Value Grid on the IPMG Web site.
- (b) **Only Authorized Call-ups to be Accepted:** The Offeror agrees only to accept individual Call-ups made by Identified Users pursuant to this Standing Offer that do not exceed the applicable Call-up Limitations outlined in section 7.8 Call-up Limitations. The Offeror acknowledges that any Call-up made by an Identified User exceeding the applicable Call-up Limitation is not permitted under this Standing Offer and is without authority.

- (c) **Call-ups for Hardware only to be Accepted by Active Offerors:** The Offeror agrees to accept Call-ups from Identified Users for Hardware in a given Sub-Category only during periods in which it has been identified by the Standing Offer Authority as an "Active" offeror for that Hardware in that particular Sub-Category, unless authorized by the Standing Offer Authority. Call-ups for Additional Items and the provision of Cost-per-Page/Print (CPP) consumables supply may be accepted by Active and Inactive offerors.

## 7.6.2 Information for Identified Users

- (a) **Division of Requirements:** Multiple Call-ups must not be issued in order to circumvent competition.
- (b) **Call-ups to be directed to Offerors and NMSO Authorized Lease, Sales, and Service Agents:** Call-ups must be addressed only to the Offeror or Authorized Agents of the Offeror. NMSO Authorized Agents are permitted to invoice and receive payment subject to the Offeror's Offer. Call-ups must not be addressed to third party subcontractors that are not NMSO Authorized Agents.
- (c) **Call-ups for the Purchase of Hardware:** For a list of what is included with all purchased Hardware please refer to Annex D, NMSO Listed Hardware.

### Call-ups for the Purchase of Hardware must include:

1. The NMSO Hardware model name and OEM Part number
2. The NMSO purchase price for the Hardware;
3. The delivery address of the Hardware and location where Maintenance Services are to be performed;
4. The name and contact information for the Project Authority

### Call-ups for the Purchase of Hardware, if required and requested, may include:

1. Any optional Reconfiguration and Additional items and the NMSO purchase price for these options
2. The Installation address, OEM Installation part number and NMSO Installation Price
3. location where the Hardware Training is to be performed;
4. The estimated monthly print and copy volumes multiplied by the total required CPP commitment period (12, 24, 36, 48 or 60 months) multiplied by the NMSO Cost-per-Page (CPP) rate;
5. The OEM 60 month Maintenance Services upgrade part number and NMSO Maintenance Service Upgrade Price

- (d) **Call-ups for the Lease of Hardware:** For a list of what is included with all leased Hardware please refer to Annex D, NMSO Listed Hardware.

### Call-ups for the Lease of Hardware must include:

1. The NMSO Hardware model name and OEM Part number
2. the lease commitment period and NMSO Firm Monthly Rates (FMR) for the associated commitment period for the Hardware;

3. the estimated monthly print and copy volumes multiplied by the total lease commitment period multiplied by the NMSO Cost-per-Page (CPP) rate;
4. the delivery and installation address of the hardware and location where Maintenance Services are to be performed;
5. the name and contact information for the Project Authority

Call-ups for the Lease of Hardware, if required and requested, may include:

6. Any optional Reconfiguration and Additional items and the NMSO FMR or the NMSO purchase price for these options
  7. location where the Hardware Training is to be performed;
- (d) **Electronic Copies of the Financial Details for Call-ups:** Identified Users must maintain for their files for the entire contract period, a copy of the Financial Details from the IPMG website, on the date of their Call-up, for all Hardware ordered from the NMSO.

## 7.7 Call-up Instrument

The Work must be authorized or confirmed by the Identified User(s) using form PWGSC-TPSGC 942, "Call-up Against a Standing Offer" or an alternate PWGSC issued Call-up or PWGSC Contract document of any form.

## 7.8 Limitation of Call-ups

An Identified User may issue a Call-up directly to any offeror or NMSO Authorized Agent in the applicable sub-category, up to the applicable Call-up Limitation specified below, in accordance with the following:

### 7.8.1 Call-ups of Hardware

**For the Purchase of Hardware** (which may include within the Call-up Limitation, Additional and Reconfiguration Items, Installation, Integration, Training and extended warranties or maintenance service plans (if specified in the Call-up), and must include within the Call-up Limitation, the total sum of firm prices for all items included in the call-up, the total estimated Cost Per Copy/print (CPP) charges (whether or not they are included in the Call-up) and any provincial disposal surcharges and GST/HST);

**For Call-ups for Leased Hardware** (which may include within the Call-up Limitation, Additional and Reconfiguration Items, Installation Integration, Training (if specified in the Call-up) and must include within the Call-up Limitation, the total Firm Monthly Rate (FMR) charges, the total estimated Cost Per Copy/print (CPP) charges, any provincial disposal surcharges and GST/HST):

**Up to \$25,000.00:** the Identified User may place the Call-up with the Active Offeror whose Hardware, in the Identified User's view, represents the best value;

**From \$25,000.01 up to \$200,000.00:** the Identified User may place the Call-up with the Active Offeror whose Hardware, in the required configuration, has a Value Factor within 10% of the best Value Factor in the in the given sub-category, and commitment period (if applicable), provided the Hardware meets the technical and compatibility requirements of the Identified User;

**From \$200,000.01 up to \$400,000.00:** the Identified User, may place the Call-up with the Active Offeror whose Hardware, in the required configuration, has a Value Factor within 5% of the best Value

Factor in the in the given sub-category, and commitment period (if applicable), provided the Hardware meets the technical and compatibility requirements of the Identified User;

**Above \$400,000.00:** Requirements above \$400,000.00 will be processed in accordance with the Special Processing Procedures detailed in the Annex entitled "Request for Volume Discount (RVD) and Special Processing Procedures".

RVD and Special Processing Procedures may be requested for requirements of less than \$400,000.00, for more complex requirements such as those across multiple sub-categories, or where there are large quantities of low dollar value devices.

### **7.8.2 Call-ups for Leased Hardware Valued Below \$25,000.00**

Offerors are not obligated to accept Call-ups issued by Identified Users for the Lease of Hardware where the total aggregate Call-up value (including total Firm Monthly Rate (FMR) multiplied by the Commitment Period combined with the total estimated Cost-per-Page, Consumables and Maintenance Program rates for the commitment period and including provincial disposal surcharge and GST/HST) is less than \$25,000.00. Acceptance of Call-ups issued by Identified Users for the Lease of Hardware below \$25,000.00 is at the discretion of the Offeror, unless the Call-up is issued by the Contracting Authority.

**7.8.3 For Call-ups of Hardware from More than One Sub-category:** Where the Identified User's requirement is for Hardware from more than one sub-category and where the Identified User feels that there are administrative advantages in contracting with one supplier only for the requirement, the Identified User is encouraged to calculate, using the tools on the IPMG website, the Best Value for the aggregate requirement, using their actual print and copy volumes where possible.

Individual Call-ups from more than one sub-category are limited to the sum of each Sub-Categories Call-up Limitation. Contemporaneous requirements for multiple Categories of Hardware from the same Offeror should be placed on one Call-up. The Call-up Limitations defined in 7.8.1, including requirements above \$400,000.00 will apply to any aggregate requirement

**7.8.4 For Call-ups of Cost-per-Page (CPP) only:** the Identified User may place Call-ups valued at up to \$200,000.00, GST/HST included, that consist of CPP charges for previously purchased Hardware, provided the CPP rates for the identically configured Hardware are listed on the IPMG web site at the time of Call-up. Call-ups for the provision of Imaging Consumables through a CPP program must be placed for a minimum duration of 12 months. Call-ups for CPP only, valued at more than \$200,000.00 will be handled in accordance with the Elevated Call-up Procedures detailed in the Annex entitled "Request for Volume Discount (RVD) and Special Processing Procedures"

**7.8.5 For Call-ups of Additional and Reconfiguration Items only:** the Identified User may place Call-ups valued at up to \$25,000.00, GST/HST included, that consist of Additional and Reconfiguration Items only from any of the Offerors (both Active and Inactive). Any Call-ups of Additional and Reconfiguration Items exceeding \$25,000.00 must be issued by the Standing Offer Authority.

**7.8.6 Exceptions to the Call-up Limitations:** Where the Standing Offer Authority agrees that an Identified User's requirement in a Sub-category cannot be met by the Active Offeror with the identified call-up limitations, because that Offeror:

- (a) cannot supply all the Hardware required by the Identified User within the Delivery time frames specified in the Resulting Contract clauses;

- (b) does not have a product listed in the Best Value Grid on the IPMG website that meets all the legitimate operational requirements of the Identified User, including Hardware or personnel security needs;
- (c) has failed the compatibility sub-test for that requirement; or
- (d) has already defaulted on a Call-up issued by the Identified User for the required Hardware; or,
- (e) has shown itself incapable of meeting the service requirements for that specific Identified User,

then the Standing Offer Authority may place a Call-up (or the Identified User requests and receives written permission from the Standing Offer Authority to place a Call-up) with the next highest ranked Offeror that can satisfy the requirements or the Standing Offer Authority may use other sourcing methods to procure the Hardware.

**7.8.7 Hardware Lease Extensions:** Call-up amendments made by Identified Users for Hardware Lease Extensions pursuant to the Standing Offer must not exceed \$200,000.00 (including the total Firm Monthly Rate (FMR) cost, the total estimated Cost-per-Page (CPP) charges, provincial disposal surcharges and GST/HST).

**7.8.8 Non-standing offer items:** Non-standing offer items including but not limited to peripherals and associated components which connect to or integrate with the Hardware) must be approved, in writing, by the Standing Offer Authority before being included in any call-up against this NMSO. All non-standing Offer items must be provided at a price in accordance with the Offeror's current published price list less any applicable government discounts. Canada reserves the right to approve or reject any non-Standing Offer item at any time.

**7.8.9 Terms to be Confirmed in the Call-up:** At the time of the Call-up, the Offeror must:

- (a) provide the Identified User with any wiring specifications or special environmental conditions required for the s. Any alterations to the site are the responsibility of the Identified User;
- (b) confirm the language requirements of the Identified User for the user manuals to be delivered with the products; and
- (c) confirm whether receipt of the user manuals on CD-ROM or downloadable from the Internet is acceptable (instead of delivery of hard copies)

**7.8.10 Socio-economic considerations in placing a call-up:** The selection of an Authorized Agent representing the selected Offeror in accordance with the call-up procedures and limitations, may be based on socio-economic considerations which may include qualities or supplier commitments that are consistent with Canada's commitments to the Procurement Strategy for Aboriginal Business, Small and Medium Businesses, Green Procurement and Sustainable Development.

## 7.9 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 call up against the Standing Offer, including any annexes;
- (b) the articles of the Standing Offer;

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- (c) the general conditions 2005 (2012-11-19) General Conditions - Standing Offers - Goods or Services
  - (d) the supplemental general conditions:
    - 4001 (2013-01-28) Hardware Purchase, Lease and Maintenance;
    - 4003 (2010-08-16) Licensed Software;
    - 4004 (2010-08-16) Maintenance and Support Services for Licensed Software
  - (e) the general conditions:
    - 2030 (2013-03-21) General Conditions - Higher Complexity - Goods, apply to and form part of the Contract;
    - 2035 (2013-03-21) General Conditions - Higher Complexity - Services, apply to and form part of the Contract;
  - (f) Annex A, Hardware Technical Specifications;
  - (g) Annex B, Hardware Maintenance, Support, Training and Cost-Per-Page (CPP) Services
  - (h) Annex C , Summary of Environmental Requirements;
  - (i) Annex D, NMSO Listed Hardware
  - (j) Annex E, Request for Volume Discount and Special Processing Procedures;
  - (k) Annex F, Request for Hardware Substitution/Price Revisions;
  - (l) Annex G, List of Authorized Agents, Resellers, and Service Outlets;
  - (m) Annex H, Standing Offer Activity Report;
  - (n) Annex I, Benchmark Set-up and Testing ;
  - (o) Annex J, Evaluation, Value Factor and Basis of Selection;
  - (p) Annex K, Terminology and Acronyms;
  - (q) the Offeror's offer \_\_\_\_\_ "as clarified on \_\_\_\_\_" "as amended \_\_\_\_\_".

## 7.10 Certifications

### 7.10.1 Compliance

Compliance with the certifications provided by the Offeror is a condition of authorization of the Standing Offer and subject to verification by Canada during the term of the Standing Offer and of any resulting contract that would continue beyond the period of the Standing Offer. In the event that the Offeror does not comply with any certification or it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

## 7.11 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_.

## 7.12 Standing Offer Expansion

PWGSC may, at any time, conduct further Requests for Standing Offers for new Categories or Sub-Categories, including Categories for Imaging Equipment excluded under this current RFSO and the resulting Offers may be incorporated into this series of National Master Standing Offers. Requirements for new Categories and Sub-Categories will be subject to an open competition posted on the Government Electronic Tendering Service.

In cases where changes to the NMSO terms and conditions have occurred since the Offeror was first issued a Standing Offer, offerors may be requested to agree to apply the updated terms and conditions

incorporated in a subsequent solicitation process to all Categories and Sub-Categories within their Standing Offer.

### 7.13 Price Revisions

PWGSC will allow all offerors (both Inactive and Active) in each Sub-Category to reduce their pricing, for Purchase or Lease, or Cost-per-Page (CPP) rates, voluntarily every two months. Written notification of requested changes, in accordance with the Annex entitled "Request for Hardware Substitution/Price Revision Request" must be received by the Contracting Authority a minimum of five (5) working days prior to the last day of the month and the Value Factor will be adjusted accordingly.

During the Standing Offer Period, PWGSC reserves the right to specify an alternative downward price revision process at their sole discretion. Offerors will be given sufficient notification of any changes to the downward price revision process.

#### 7.13.1 Promotional Pricing

Promotional pricing may be offered for the Purchase prices or Firm Monthly Rates (FMR) of all listed Hardware and accessories and is defined as temporary pricing that is put in place for two months at a time without lowering the ceiling price of the item. Promotional pricing must be requested at the time of submission of downward price revisions, but will be applied only for offerors that have been identified as Active offerors for that period in accordance with 7.17 "Identification of Active Offerors". Offerors may choose to both request a permanent reduction of their ceiling purchase prices and/or lease and Cost-per-Page (CPP) rates in order to increase the likelihood that they will remain Active (and therefore able to post their promotional pricing) and request a Promotional Price, concurrently. Promotional pricing must be in the form of price reductions only.

Promotional prices on purchased Hardware, on the purchase of an upgrade of the Hardware Maintenance Services from one year to five years, and on the installation, integration or training for purchased Hardware, and on the FMR will impact the order of selection (i.e. Value Factor) of purchased Hardware, but will not displace offerors who had been accepted as Active offerors for the period before the application of the Promotional Pricing.

Promotional prices for the purchase of Additional or Reconfiguration Items is permissible.

Promotional prices for Cost-per-Page (CPP) consumable and maintenance services prices, is not permissible.

### 7.14 Identification of Active Offerors

The downward price revision process will allow PWGSC to identify, for the next two-month period, the Offerors for each Sub-Category having Hardware with Combined Hardware Value Factors (as defined in Annex J, Evaluation, Value Factor and Basis of Selection) falling within 20% of the best Combined Hardware Value Factor on a per Sub-Category basis. These Offerors are referred to as the "Active" offerors, as only their Hardware will be available to Identified Users for Call-ups during the two-month period. For this two-month period, the new Active Offerors and their prices will be posted on the Best Value Grids for use on the first business day in British Columbia (B.C.) of the two-month period following receipt of the price revision request. PWGSC reserves the right to specify an alternative, later date at their sole discretion.

### 7.15 Withdrawal or Suspension of Authority to Use Standing Offer

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- (a) Canada may, at any time, for operational reasons, withdraw authority from Identified Users to use this Standing Offer.
- (b) Canada may also, at any time, withdraw authority from Identified Users to use this Standing Offer if the Offeror breaches the terms of this Standing Offer or any Call-up.
- (c) Situations that may result in the withdrawal of authority to use this Standing Offer for cause include:
- i. Delivery of Hardware not listed in this Standing Offer. Authorized products are those that have been specifically approved in writing by the Standing Offer Authority for inclusion in this Standing Offer and posted in the Best Value Grid;
  - ii. Delivery of Hardware that provides a lower level of performance than or otherwise does not meet the Technical Hardware Requirements or the technical specifications of the approved and posted Hardware in the Best Value Grid, whichever is higher;
  - iii. Late deliveries;
  - iv. Poor warranty/maintenance service (for example, not meeting the Hardware Maintenance Service requirements) ;
  - v. Unauthorized substitution of Hardware without prior written authorization from the Standing Offer Authority;
  - vi. Price revision without prior written authorization from the Standing Offer Authority;
  - vii. Distribution or publication of advertising, including information included in supplier web sites without the prior approval of the Standing Offer Authority and/or which might be interpreted as suggesting that unauthorized items are available under the Standing Offer or providing any information that conflicts with any aspect of the terms and conditions, pricing, or availability of systems currently available under this Standing Offer (as set out in the Best Value Grid).
  - viii. Failure to submit complete and accurate Activity Reports within the required time frames;
  - ix. Breach of any of the specific terms and conditions detailed in the Standing Offer (e.g., failure to meet the service levels for Hardware Maintenance Service, failure to respect the Call-up limitations, etc.); and
  - x. Refusing a Call-up at any time or for any reason other than for delivery to CLCA areas, from any Identified User where the Call-up is for a currently listed and approved under this Standing Offer.
- (d) The Offeror acknowledges that Canada may suspend the authority of Identified Users to use the Offeror's Standing Offer for a period of up to three (3) months upon the first suspension.
- (e) The Offeror acknowledges that Canada may suspend the authority of Identified Users to use the Offeror's Standing Offer for the remainder of Standing Offer Period upon any subsequent breach of any of the terms and conditions of the Standing Offer or a Call-up.
- (f) The Offeror acknowledges that Canada may publish information regarding the status of the Offeror's Offer, including the suspension or withdrawal of authority to use the Offeror's Standing Offer.
- (g) Any offeror whose Authorized Agent or subcontractor is found to be in breach of any of the terms and conditions of this Standing Offer or a Call-up may be asked to remove that Authorized Agent or subcontractor from its list of Authorized Agents or subcontractors, in addition to any other remedy PWGSC may invoke. Refusal to do so may result in setting aside the authority to use this Standing Offer.

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- (h) If Canada intends to set aside the authority to use this Standing Offer for cause, the Contracting Authority will inform the Offeror in writing and provide the Offeror ten (10) calendar days within which to make representations, before making a final decision on setting aside the authority to use the Standing Offer.

## 7.16 Termination of Individual Contracts made under this Standing Offer

If an individual contract made under this Standing offer is terminated, for default or otherwise, that termination will not automatically result in withdrawal of authority to use this Standing Offer. The Offeror acknowledges, however, that a default under any contract made under this Standing Offer may result in the suspension or withdrawal of authority to use this Standing Offer.

## 7.17 Expansion of Offerors following Withdrawal of Authority to Use Standing Offer

- (a) Notwithstanding the fact that the Standing Offer Authority reserves the right to add additional Categories or Sub-Categories throughout the Standing Offer period, if the number of offerors for any given Category or Sub-Category is reduced during the Standing Offer Period for any reason (including setting aside authority to use a Standing Offer or voluntary withdrawal by the Offeror), Canada may, in its sole discretion, do one or more of the following in respect of any Category or Sub-Category:
- (b) leave the Category or Sub-Category "as is" (i.e., the Standing Offers of the remaining offerors will remain available for Call-ups and no new offerors will be added);
- (c) call for new Offers in respect of one or more affected Category or Sub-Category through the Government Electronic Tendering Service; or
- (d) contact the Offeror (if any) whose offered Hardware complied with all the requirements of the Request for Standing Offer that resulted in the issuance of this Standing Offer, but who was not issued a Standing Offer because the Hardware's evaluated Value Factor was not within 50% of the best Value Factor in the relevant Category(ies), and the new Offeror agrees to meet or better an evaluated Value Factor within 20% of the best Value Factor in the relevant Sub-Category(ies) of the existing Hardware of the Offeror whose Standing Offer has been cancelled; then that new Offeror may be issued a Standing Offer in the applicable Category or Sub-Category. If the new Offeror does not agree to offer their Hardware within 20% of the best Value Factor in the relevant Category (ies), no Standing Offer will be issued to that Offeror and Canada may, but will have no obligation to, contact the next-ranked Offeror.

## PART 8 RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

### 8.1. Requirement

The Contractor agrees to supply and deliver to the Client the goods and services described in the Call-up against the Standing Offer in accordance with, and at the prices set out in, this Contract.

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**Client:** Any reference to "**Client**" or "**Clients**" includes any Government Department, Departmental Corporation or Agency, or other Crown entity described in the Financial Administration Act (as amended from time to time), and any other party for which the Department of Public Works and Government Services has been authorized to act from time to time under section 16 of the Department of Public Works and Government Services Act. With respect to each contract, the Client is the Identified User identified in the Call-up or Request for Volume Discount resulting in the contract.

**Reorganization of Client:** The Contractor's obligation to perform the Work will not be affected by (and no additional fees will be payable as a result of) the renaming, reorganization, reconfiguration, or restructuring of the Client. The reorganization, reconfiguration and restructuring of the Client includes the privatization of the Client, its merger with another entity, or its dissolution, where that dissolution is followed by the creation of another entity or entities with mandates similar to the original Client.

**Transfer of Hardware to Another Identified User:** The Contractor agrees that Canada may transfer the Hardware and the licenses to use the Licensed Software running on them from one Identified User to another, without affecting the Contractor's obligation to provide the services described in the Hardware Maintenance Services in accordance with the Contract.

## 8.2 Standard Clauses and Conditions

### 8.2.1 General Conditions

The following general conditions apply to and form part of the Contract:

2030 (2013-03-21) General Conditions - Higher Complexity - Goods, apply to and form part of the Contract.

Section 19 Interest on Overdue Accounts; of 2030 (2013-03-21) General Conditions - Higher Complexity - Goods will not apply to payments made by credit cards.

2035 (2013-03-21) General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

Section 17 Interest on Overdue Accounts, of 2035 (2013-03-21) General Conditions - Higher Complexity - Services, will not apply to payments made by credit cards.

### 8.2.2 Supplemental General Conditions

The following supplemental general conditions apply to and form part of the Contract:

4001 (2013-01-28) Hardware Purchase, Lease and Maintenance;

4003 (2010-08-16) Licensed Software;

Section 02 License Grant, part 4 of 4003 (2010-01-11) Licensed Software refers to "Device License" instead of "User License".

4004 (2010-08-16) Maintenance and Support Services for Licensed Software.

## 8.3 Term of Contract

### 8.3.1 Contract Period

**Contract Period:** The "**Contract Period**" is the entire period of time during which the Contractor is obliged to perform the Work, which:

- i. begins on the date the Call-up is awarded; and
- ii. ends on the day that the Hardware Maintenance Period for the most recently purchased Hardware expires, or on the day that the final Maintenance work initiated during the Hardware Maintenance Period is complete, or at the end the of Cost-per-Page (CPP) commitment period, whichever is later.

### 8.3.2 Delivery

- (a) **Delivery Date:** Unless otherwise specified in the Call-up or the Identified User has agreed in writing to other arrangements, delivery of all Hardware products must be made within the following period (the "Delivery Date"):
  - (i) 15 calendar days for orders of fewer than 20 Hardware products; or
  - (ii) 20 calendar days for orders of 20 or more Hardware products.
- (b) **Delivery of Hardware:** The Contractor agrees to supply, deliver, configure, install, integrate and implement (if required by the Call-up), provide maintenance services, software support services, Hardware Training (if required by the Call-up), Imaging Consumables (if required by the Call-up) and documentation for the Hardware, ordered under this Contract (as specified in the Call-up), to the Identified User, according to the prices, terms and conditions in this Contract. Hardware, services, and the provision of imaging consumables must be delivered on an "as and when requested" basis to the location(s) specified in the Call-up, which may be locations anywhere in Canada..
- (c) **Hardware to be New, Off-the-Shelf, and Current:** In addition to and notwithstanding 4001 (2010-01-11) Supplemental General Conditions "Hardware Purchase, Lease and Maintenance" Section 02 "Hardware Must Be New", The Hardware must be new and unused (however, some parts used in the manufacture of the Hardware may be refurbished, if they are certified as equal quality to new and unused parts); "off-the-shelf" (composed of standard equipment requiring no further research or development); of current manufacture (still in production and actively marketed by the OEM); and conform to the current issue of the applicable specification and/or part number of the OEM.
- (d) **Contact after receipt of Call-up:** Upon receipt of the Call-up, the Contractor must acknowledge receipt and advise the Identified User of its best delivery date (which date must be no later than the "Delivery Date"). If the required number of Hardware products exceeds or threatens to exceed the Contractor's ability to supply by the "Delivery Date", the Contractor must immediately advise the Contracting Authority and the Identified User. The Contracting Authority will have the option of terminating the Call-up for default, extending the delivery date, or of accepting late delivery. Deliveries received after the "Delivery Date" will be subject to the discounts described in the clause entitled "Discounts for Late Deliveries and Reimbursement of Reprocurement Costs".
- (e) **Contact before Delivery:** Unless otherwise specified in the Call-up or the Identified User has agreed in writing to other arrangements, the Contractor must contact the Identified User (or any individual designated as "Delivery Contact" in the Call-up) a minimum of twenty-four (24) hours prior to the delivery of any Hardware, products, services or imaging consumables. Failure to make contact may

result in the shipment being refused at destination; any re-shipping costs will be the Contractor's responsibility.

- (f) **Delivery Report:** If specified in the Call-up, the Contractor must provide the Identified User with a Delivery Report detailing the delivery location and asset number of all Hardware delivered within two weeks of delivery.
- (g) **Licensed Software:** The Hardware must be delivered with any software specified in the Call-up or required for the Hardware to function in accordance with the Technical Specifications in the Annex entitled "Hardware Technical Specifications". The Licensed Software must be the current release and, unless otherwise specified, require no further research or development to meet the Technical Specifications (and any other functionality described in the Standing Offer or Call-up).
- (h) **Configuration:** The Contractor must deliver all Hardware in accordance with the NMSO configuration, as defined in the Annex entitled "NMSO Listed Hardware". If the Call-up specifically requests changes to the NMSO Configuration the Contractor must configure the Hardware, including installation of all Additional Equipment ordered on the initial Call-up, prior to shipment of the Hardware to the delivery destination.
- (i) **Exercising Options to Supply Optional Additional Quantities:** If this Contract was issued following Elevated Call-up Procedures or a Request for Volume Discount (RVD) process under the Standing Offer, options to purchase additional quantities specified in the Call-Up may be exercised through amendments to the Call-up at any time within the time frame specified in the Call-up. Canada is under no obligation to purchase any optional quantities.

If this Contract was made by an Identified User issuing a Call-up directly, the Contractor agrees not to supply any additional quantities (i.e. additional quantities may only be specified in Call-ups made by the Contracting Authority).

- (j) **Substitution of Hardware:** If this Contract was issued following Elevated Call-up Procedures or a Request for Volume Discount (RVD) process under the Standing Offer, and if Canada exercises its option to purchase additional quantities specified in the Call-up and the Hardware has, since the time the Call-up was issued, been the subject of a substitution under the Contractor's Standing Offer, the Contractor may notify the Standing Offer Authority and substitute the Hardware currently listed on the Contractor's Standing Offer on the IPMG website that meets the specifications of the Call-up; however, the Contractor must supply the substituted item at the original price provided for in the Call-up. Substitutions will only be permitted if and when Canada exercises its option to purchase additional quantities; for greater certainty, substitutions will not be permitted for the delivery of the original quantities required to be delivered under this Contract.

### 8.3.3 Compatibility Sub-Test

For any Call-up of five (5) units of Hardware or more, an Identified User or the Standing Offer Authority may specify, prior to placing a Call-up, that the Contractor provide a unit of Hardware in the configuration(s) required for a compatibility sub-test, prior to delivery of the Hardware, to determine whether the ordered Hardware will meet the Identified User's compatibility requirements. To complete these tests, the Contractor must deliver and set up, (at any location with Zone A or B designated by Canada) within three (3) working days. Hardware provided for compatibility sub-testing will be delivered and set up at no additional cost to the Identified User.

The Hardware delivered for testing must:

- (i) be configured in accordance with the Identified Users actual requirements;

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- (ii) be loaded with all necessary drivers; and
  - (iii) be compatible with the specific Hardware, network or software requirements identified by the Identified User or the Standing Offer Authority at the time notice of testing is given to the Contractor.

If the testing indicates that some upgrades/changes (for example, to the drivers or firmware) are required, Canada will work with the Contractor to resolve these issues, provided they are reasonable within a reasonable period. If testing demonstrates that the Hardware is not compatible with the Identified User's particular environment, the Call-up may be cancelled in its entirety and the next highest ranked Active Offeror will be considered, for the purposes of the Call-up Limitations, to have the Hardware with the best Value Factor.

If the test unit provided is new and is to be delivered to the end-user's location, and if it is agreed upon with the Identified User, the test unit may be considered as the first unit of the subsequent delivery. Once compatibility is assured, arrangements will be made for delivery of the rest of the order.

#### **8.3.4 Inspection and Acceptance**

Hardware and its supply, delivery, configuration, installation, integration and implementation (if required by the Call-up) including the maintenance services, software support services, Imaging Consumables and associated documentation (as specified in the Call-up) is subject to inspection and acceptance by the Identified User in accordance with Supplemental General Conditions 4001.

If the delivered Hardware does not correspond to the listed Hardware (including configuration), or Additional Items offered under the Standing Offer or otherwise specified in the Call-up, or if the Hardware does not meet the Technical Specifications described in the Annex entitled "Hardware Technical Requirements" and the Call-up, the Contractor will be in default of this Contract and Canada may reject the Hardware or require correction at the sole expense of the Contractor before accepting them.

No payment for any Hardware, Imaging Consumable or service, is due under the Contract unless the work is accepted. No restocking fees or other charges will apply to products that are not accepted.

If the Identified User is the Department of National Defence, the Contractor must, upon request at no additional cost to Canada, submit form CF-1280, Certificate of Acceptance and Release, as detailed in the Call-up, following completion of acceptance

#### **8.3.5 Discounts for Late Deliveries & Reimbursement of Reprourement Costs**

If the Contractor fails to deliver any products by the Delivery Date and Canada does not terminate the Call-up for default and instead provides the Contractor with additional time to make delivery, the Contractor agrees to reduce the price of the products by 5% of the total value of the Call-up.

If the Contractor is late in delivering only part of the products ordered on a Call-up, and Canada does not terminate the Call-up for default and instead provides the Contractor with additional time to make balance of the delivery, the Contractor agrees to reduce the price of the products delivered late by 15%, up to a maximum of 5% of the total value of the Call-up.

These discounts constitute liquidated damages and the Parties agree that these amounts are their best pre-estimate of the loss to Canada in the event of the defaults described, and that they are not a penalty.

If this Contract is terminated by Canada for default, the Contractor must reimburse Canada for any difference in cost between the price of the products and the cost of procuring the products from another supplier.

To collect the liquidated damages, Canada has the right to hold back, drawback, deduct or set off from and against any money Canada owes to the Contractor from time to time.

Nothing in this article limits the rights and remedies to which Canada is otherwise entitled under this Contract, the Standing Offer, or the law.

## 8.4 Payment

### 8.4.1 Basis of Payment

(a) For the supply (Lease or Purchase), delivery, configuration, installation (if required by the Call-up), integration (if required by the Call-up) and user training (if required by the Call-up), of the Hardware described in the Call-up, including the associated documentation, and including the Hardware Maintenance Service, the Contractor will be paid:

1. If this Contract results from a Call-up made directly by an Identified User within the Call-up Limitations set out in the Standing Offer, the current firm prices published on the IPMG website on the date the Call-up is issued; or
2. if this Contract results from a Call-up made by the Contracting Authority, the firm prices set out in the Call-up.

**(b) GST/HST:** The Goods and Services Tax (GST) and the Harmonized Sales Tax (HST) are extra. GST/HST, to the extent applicable, must be incorporated into all invoices and progress claims and will be paid by Canada. GST/HST must be shown as a separate item on invoices and progress claims. All items that are zero-rated, exempt, or to which the GST/HST does not apply must be identified as such on all invoices. The Contractor agrees to remit to Canada Revenue Agency any GST/HST paid or due.

**(c) Provincial Sales Tax:** The prices do not include provincial sales tax. If a provincial sales tax license number or a signed Certificate of Exemption is not provided in a Call-up, the provincial sales tax, if applicable, may be added to the invoice by the Contractor as a separate item and will be paid by Canada (unless Canada provides the provincial sales tax license number or a signed Certificate of Exemption with its payment).

**(d) Provincial Electronics Disposal Surcharge:** If the Hardware is delivered, whether through lease or purchase, to a province that has in place a provincially legislated electronics disposal surcharge, all standing offer prices are exclusive of this surcharge (if applicable) unless otherwise indicated. The surcharge is extra to the price and will be paid by Canada to the Contractor who will bear full responsibility for remitting any such surcharges to the appropriate authority.

**(e) Payments Directed to Authorized Agent:** If the Contract is being performed by an Authorized Agent on behalf of the Contractor, Canada is entitled to forward payment either to the Contractor or to its Authorized Agent that performed the work. Receipt by the Authorized Agent of payment will be deemed to be receipt by the Contractor of such payment.

**(f) Credit Card Payment:** The Contractor will not add any surcharge for payment by credit card.

#### 8.4.2 Limitation of Expenditure

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.

#### 8.4.3 Method of Payment

##### 1. Purchase

For the purchase of Hardware, and any Additional or Reconfiguration Items , options, installation and upgrades to Hardware Maintenance Services, Canada will pay the Contractor upon completion and delivery, in accordance with the payment provisions of the Contract subject to (a), (b) and (c) below.

##### 2. Lease/Cost-per-Page (CPP)

For the lease of Hardware, and the lease of any reconfiguration options, including installation and Hardware Maintenance Services, and for the provisions of all required Imaging Consumables through a CPP program, 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.

#### 8.4.4 Payment by Credit Card

The following credit cards are accepted: \_\_\_\_\_ and \_\_\_\_\_.

#### 8.5 Invoicing Instructions

The Contractor must submit invoices in accordance with the information below:

1. The Contractor must submit invoices in accordance with the General Conditions 2030.
2. For the lease of Hardware and/or the provision of Imaging Consumables through a CPP program, the Contractor must submit invoices in arrears on a monthly basis, or on a quarterly basis when this is requested by Canada.

By submitting invoices, the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.

The Contractor must provide the original copy of each invoice to the Identified User or Invoicing Contact listed in the Call-up. A copy of the invoice must be provided to the Standing Offer Authority when specified in the Call-up document.

All invoices must contain at a minimum:

- (a) Hardware model and serial number
- (b) part number(s) of any Additional Equipment

- (c) detailed description of any additional Professional Services (if applicable)
- (d) destination address
- (e) installation date and commitment period or maintenance services period, (if applicable)
- (f) the accurate monthly volume and date meter reading taken, (if applicable)
- (g) Standing Offer prices
- (h) print or copy credits, (if applicable)
- (i) total billing for the invoice period

The company submitting the invoices pursuant to any given call-up must be the same as the company to whom the call-up is placed. Invoices must NOT be sent to a client from a third party not named in the call-up.

## 8.6 Leased Hardware Expiration, Extension, Termination and Option to Purchase

- (a) **Expiration Notice:** The Contractor must notify the Identified User a minimum of ninety (90) days before the expiration date of any lease contract. This reminder will allow for a timely reassessment of the end user's printing and copying requirements.
- (b) **Extending the Commitment Period:** Where the original Commitment Period was 2, 3, or 4 years, Canada may, at its option, through contract amendment, change the Commitment Period to a Commitment Period of longer duration at any time during the Standing Offer period, and the total FMR and CPP Rate associated with the revised Commitment Period will be applicable to all months of the new Commitment Period, including retroactively to those months that the equipment has already been installed, with any overpayment to date to be credited against future costs; but in no event will the recalculated amount to the date of the change exceed the amount already paid. The Installation Date of the new Commitment Period must be the same as the installation date of the original.
- (c) **Short-term Lease Extensions:** Canada may at its option, through Contract Amendment, extend a Commitment Period for a period of up to ninety 90 days at the same or a lower Total FMR and CPP Rate than that associated with the Commitment Period prior to such extension.
- (d) **Long-term Lease Extensions:** Where the original Commitment Period was 5 years, Canada may at its option, through Contract Amendment, extend the Lease period for any period between 91 days and two (2) years in accordance with the Long Term Lease Extension formula below:

### Long-term Lease Extension Firm Monthly Rates (FMR):

The FMR for Lease Extensions where the period of extension is between 90 days and one (1) year must not exceed 70% of the original FMR that the Identified User was paying for the 5 year Commitment Period.

Where the Lease Extension has exceeded one (1) year, the FMR for the extension period after one year must not exceed 70% of the FMR that the Identified User was paying for the first year of the extension.

### Long-term Lease Extension CPP (Consumables and Maintenance) Rates:

The CPP rates for Lease Extensions where the period of extension is between 90 days and one (1) year must not exceed 120% of the original CPP rates that the Identified User was paying for the 5 year Commitment Period.

Where the Lease Extension has exceeded one (1) year, the CPP rates for the extension period after one year must not exceed 120% of the CPP rates that the Identified User was paying for the first year of the extension.

These rates will be firm ceiling rates during the applicable Lease Extension period for the applicable Hardware and will be for the continued provision of the Hardware Maintenance Services and the provision of all required reports.

- (a) **Lease Termination:** Canada may at its option, with two weeks notice, terminate the use of any installed Hardware, where such termination would take effect at the end of the month following the two week notice period subject to the following conditions:
- (b) **Lease Termination Fees During a Commitment Period:** Where the termination takes place prior to the completion of the applicable Commitment Period, then Canada will pay a fixed Termination Fee. The Contractor may choose to, but is not obliged to, waive or reduce this Termination Fee in the event of a subsequent Call-up for new Hardware. In no case will the Termination Fee be added to the new Call-up.

The Termination Fee will be equal to the applicable Adjusted Amount minus the actual amount paid to-date. The Adjusted Amount will be calculated as following:

1. where the original Commitment Period was 2, 3, 4 or 5 years and the actual period of installation was less than 24 months, then the Adjusted Amount will be based on the rates associated with a TWO (2) Year Commitment Period multiplied by 24 months; but in no event will the Termination Fee exceed the balance of the Firm Monthly Rate that would have been due had the lease not been terminated;
2. where the original Commitment Period was 3, 4 or 5 years and where the actual period of installation was less than 36 months, then the Adjusted Amount will be based on the rates associated with a TWO (2) Year Commitment Period multiplied by the actual number of months that the equipment was installed; but in no event will the Termination Fee exceed the amount that would have been due for 36 months using the Firm Monthly Rate for a THREE (3) Year Commitment Period, or exceed the balance of the Firm Monthly Rate that would have been due had the lease not been terminated.
3. where the original Commitment Period was 4 or 5 years and where the actual period of installation was less than 48 months, then the Adjusted Amount will be based on the rates associated with a THREE (3) Year Commitment Period multiplied by the actual number of months that the equipment was installed; but in no event will the Termination Fee exceed the amount that would have been due for 48 months using the Firm Monthly Rate for a FOUR (4) YEAR Commitment Period or exceed the balance of the Firm Monthly Rate that would have been due had the lease not been terminated.
4. where the original Commitment Period was 5 years and where the actual period of installation was less than 60 months, then the Adjusted Amount will be based on the rates associated with a FOUR (4) Year Commitment Period multiplied by the actual number of months that the equipment was installed; but in no event will the Termination Fee exceed the balance of the Firm Monthly Rate that would have been due had the Commitment Period not been terminated.

- (f) **Lease Termination of Hardware during Extension Periods:** Where an installed Hardware is in a Long-term Lease Extension period, the Identified User may terminate the contract by providing three (3) months written notice and no Termination Fees will apply. Where an installed Hardware is in a Short-term Lease Extension period, the Identified User may terminate the contract at anytime and will be responsible for paying the balance of the FMR that would have been paid for the complete extension period. Where an installed Hardware is in a Lease Extension period, and where the Identified User can show documented evidence of excessive downtime or reduction of functionality, the Contract may be terminated with a minimum of thirty days notice and no Termination Fees will apply.
- (g) **Termination of Leased Additional or Reconfiguration Items:** Should the Identified User wish to remove Additional or Reconfiguration Items prior to the completion of the applicable Commitment Period for that equipment, this is not considered a termination of the base unit. However, the Contractor may charge a termination fee for the option(s) removed that will be determined in the same way as for the base Hardware but with the Adjusted Amount to be determined from the FMR of the optional equipment only. There will be no additional Professional Services charges for the removal of equipment.
- (h) **End-of-Lease Option to Purchase:** Offerors may offer the option of an end-of-lease purchase of the installed Hardware, for each of the lease commitment periods. These prices will be ceiling prices posted on the IPMG website and may be negotiated downward if acceptable to the Offeror and Identified User. ***Note to Offerors, Prices for the purchase of end-of-lease Hardware must not exceed the formula detailed in Annex N, Financial Offer.***

The prices quoted for End-of-Lease Purchase options do not form part of the Evaluated Cost in the evaluation, although Canada reserves the right to perform a pricing audit on any optional equipment or services and to reject any optional equipment that does not meet the criteria of Good Value to Canada.

## 8.6 Insurance Requirements

SACC Manual clause G1005C (2008-05-12) Insurance

## 8.7 Limitation of Liability - Information Management/Information Technology

1. This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whether the claim is based in contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract pre-establishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this section, even if it has been made aware of the potential for those damages.

### 2. First Party Liability:

(a) The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to:

(i) any infringement of intellectual property rights to the extent the Contractor breaches the section of the general conditions entitled "Intellectual Property Infringement and Royalties";

(ii) physical injury, including death.

(b) The Contractor is liable for all direct damages caused by the Contractor's performance or failure to perform the Contract affecting real or tangible personal property owned, possessed, or occupied by Canada.

(c) Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.

(d) The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (a) above.

(e) The Contractor is also liable for any other direct damages to Canada caused by the Contractor's performance or failure to perform the Contract that relate to:

(i) any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and

(ii) any other direct damages, including all identifiable direct costs to Canada associated with reprocurring the Work from another party if the Contract is terminated by Canada either in whole or in part for default, up to an aggregate maximum for this subparagraph (ii) of the greater of 0.50 times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the block titled "Total Estimated Cost" or shown on each call-up, purchase order or other document used to order goods or services under this instrument), or \$1,000,000.00.

In any case, the total liability of the Contractor under paragraph (e) will not exceed the total estimated cost (as defined above) for the Contract or \$1,000,000.00, whichever is more.

(f) If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent back-up kept by Canada. Canada is responsible for maintaining an adequate back-up of its records and data.

### 3. Third Party Claims:

(a) Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.

(b) If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite paragraph (a), with respect to special, indirect, and consequential damages of third parties covered by this section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.

(c) The Parties are only liable to one another for damages to third parties to the extent described in this paragraph.

## **ANNEX A HARDWARE TECHNICAL REQUIREMENTS**

### **A1. INTRODUCTION**

This Annex describes the mandatory general and technical specifications required for all Hardware Offered in each Category and Sub-Category of the Standing Offer.

For a list of the Hardware available for Call-up against the NMSO and a summary of what is included with each purchased or leased Hardware product please see Annex D, NMSO Listed Hardware

### **A2. MANDATORY GENERAL SPECIFICATIONS FOR ALL HARDWARE**

All Hardware, under all Categories and Sub-Categories must meet or exceed the following Mandatory General Requirements:

1. All Hardware must meet or exceed the minimum specifications for the Category and Sub-Category.
2. All Hardware must use digital electrophotographic printing technology, stationary printhead technology, solid ink printing technology or equivalent, to produce output from normal and complex office automation applications such as word processing, spreadsheets, graphics, and a combination of text and graphics on the same page.
3. All Hardware must support bilingual (English & French) capabilities for the full character set including upper-case and lower-case accents, scientific graphics, and special bit-generated characters. All Hardware must support the bilingual (English & French) capabilities of all IBM and IBM compatible microcomputer software. It is desirable that all Hardware products also support Apple/Macintosh computers.
4. All Hardware must be fully operational in a normal office environment at normal room temperature, and be capable of meeting the yield volume and level of service requirements listed in these Hardware Technical Specifications
5. All Hardware must operate with 8 1/2" x 11" plain paper normally used in office correspondence, such as 20 pound, # 7 bond, 75grams/m<sup>2</sup>, plain offset stock, or pre-printed letterhead sheets.
6. All Hardware must be capable of double-sided printing and copying from all required paper input sources and in all required paper sizes. All Hardware must be set either at the factory or when delivered to the Identified User, to default to print doubled-sided and to make two sided copies from single sided originals (Default Duplex).
7. If the Identified User does not wish, for operational reasons, to have the device default to duplex either for print or for photocopying, the Contractor (or their Agent or subcontractor) must be able to demonstrate that the Identified User was offered but have refused this functionality.
8. All Hardware must be able to be controlled via desktop software to manage jobs, queue and device functionality.
9. All Hardware with PCL drivers must be fully compatible with PCL6 or above. If PostScript is one of the emulations offered, all Postscript emulations must be fully compatible with Adobe Postscript Level 3 or above and the Hardware must switch from PCL to Postscript or vice versa without manual

intervention. The method and implementation of this switching must be compatible with typical network operation.

10. All Hardware must be equipped with an alarm or indicator through hardware or software to alert the user when the Hardware is out of paper or there is a document mis-feed.
11. All Hardware must be capable of meeting the yield volume and level of service requirements listed herein, in a non-dedicated operator situation, in a minimal attended mode.
12. A user manual must be supplied with all Hardware: printed hard copy, CD-ROM, or downloadable from the Internet. The user manual must define all functions and include complete instructions for the operation of the and include documentation regarding power and environmental or site preparation requirements; documentation for diagnostics and power on self test; software and hardware installation and configuration instructions; and packaging instructions for shipping or transporting.
13. All Hardware offered under this Standing Offer be certified or approved for use in accordance with the Canadian Electrical Code, Part 1, by a certification organization accredited by the Standards Council of Canada (SCC) and bears the certification logo that is applicable to the accredited agency.
14. All Hardware must be certified by the manufacturer as complying with the Class A or B limits for radio noise emissions from digital apparatus set out in the Interference Causing Equipment Standard (ICES-003) of Industry Canada, or US FCC Class A or B equivalent emission limits for digital apparatus as set in the Radio Interference Regulations
15. All Hardware must be Energy Star qualified at the time of acceptance. The Contractor must ship all Hardware with the Energy Star low-power feature activated or enabled
16. All Hardware must be manufactured in facilities that are both ISO 9001 and ISO 14001 certified.
17. All Hardware must have an Environmental Ecolabelling Certification at the time of acceptance.

In accordance with Annex C, Summary of Environmental Programs, Canada reserves the right to accept future individual or comprehensive environmental certifications in the place of one or more of the mandatory certifications, provided such certifications incorporate the equivalent or higher environmental criteria, standards and assessments. (e.g. the currently under development IEEE P1680.2 Standard for Environmental Assessment of Imaging Equipment.)

18. Hardware must not prevent, through specific design features or manufacturing processes, the use of remanufactured imaging consumables, except where a licensing agreement has precluded the remanufacture.
19. All Hardware must be provided with the appropriate power filtering, or surge suppression device, if required, to protect the Hardware from fluctuations and surges in power. Canada will not be held responsible reduced performance by, or damage to Leased Hardware, caused by fluctuations or surges in power that are beyond its control.
20. All Hardware must be capable of meeting, at a minimum, the "Estimated Monthly Print/Copy Volumes" per Sub-Category as defined in section J5 of Annex J.
21. Offerors are limited to a maximum of one (1) Hardware product per Sub-Category. Also, the same Hardware product, if identically equipped, will not be included in more than one Sub-Category.

Furthermore, no more than one (1) Hardware product from any given Manufacturer will be included in one Sub-Category.

### A3. MANDATORY HARDWARE TECHNICAL REQUIREMENTS BY CATEGORY AND SUB-CATEGORY

The Hardware under this Standing Offer is organized into Categories and Sub-Categories.

<b>Category 1</b>	<b>Monochrome Single Function Printers</b>
Sub-Category 1.1	Monochrome Network Page Printers, Letter/Legal (30 - 39 ppm)
Sub-Category 1.2	Monochrome Network Page Printers, Letter/Legal (40 - 49 ppm)
Sub-Category 1.3	Monochrome Network Page Printers, Letter/Legal (50 - 59 ppm)
Sub-Category 1.4	Monochrome Network Page Printers, Letter/Legal (60+ ppm)
Sub-Category 1.5	Monochrome Network Page Printers, Tabloid (30+ ppm)
<b>Category 2</b>	<b>Colour Single Function Printers</b>
Sub-Category 2.1	Network Colour Page Printers, Letter/Legal (20 - 29 ppm colour)
Sub-Category 2.2	Network Colour Page Printers, Letter/Legal (30 - 39 ppm colour)
Sub-Category 2.3	Network Colour Page Printers, Letter/Legal (40+ ppm colour)
Sub-Category 2.4	Network Colour Page Printers, Tabloid (30+ ppm colour)
<b>Category 3</b>	<b>Monochrome Printer/Copier Multifunction Devices (MFDs)</b>
Sub-Category 3.1	Monochrome Printer/Copier MFDs, Letter/Legal (30 - 39 ppm)
Sub-Category 3.2	Monochrome Printer/Copier MFDs, Letter/Legal (40 - 49 ppm)
Sub-Category 3.3	Monochrome Printer/Copier MFDs, Letter/Legal (50+ ppm)
Sub-Category 3.4	Monochrome Printer/Copier MFDs, Tabloid (30 - 39 ppm)
Sub-Category 3.5	Monochrome Printer/Copier MFDs, Tabloid (40 - 49 ppm)
Sub-Category 3.6	Monochrome Printer/Copier MFDs, Tabloid (50 - 59 ppm)
Sub-Category 3.7	Monochrome Printer/Copier MFDs, Tabloid (60 - 69 ppm)
Sub-Category 3.8	Monochrome Printer/Copier MFDs, Tabloid (70 - 79 ppm)
Sub-Category 3.9	Monochrome Printer/Copier MFDs, Tabloid (80 - 89 ppm)
Sub-Category 3.10	Monochrome Printer/Copier MFDs, Tabloid (90+ ppm)
<b>Category 4</b>	<b>Colour Printer/Copier Multifunction Devices (MFDs)</b>
Sub-Category 4.1	Colour Printer/Copier MFDs, Letter/Legal (30 - 39 ppm colour)
Sub-Category 4.2	Colour Printer/Copier MFDs, Letter/Legal (40 - 49 ppm colour)
Sub-Category 4.3	Colour Printer/Copier MFDs, Tabloid (30 - 39 ppm colour)
Sub-Category 4.4	Colour Printer/Copier MFDs, Tabloid (40 - 49 ppm colour)
Sub-Category 4.5	Colour Printer/Copier MFDs, Tabloid (50 - 59 ppm colour)
Sub-Category 4.6	Colour Printer/Copier MFDs, Tabloid (60+ ppm colour)

### A4. CATEGORY AND SUB-CATEGORY SPECIFIC TECHNICAL REQUIREMENTS

In addition to the Mandatory General Hardware Technical Requirements described in A1, Hardware must meet the Category and Sub-Category specific Technical Requirements as described below:

#### General Category 1 - Monochrome Single Function Printers Technical Requirements

All Category 1 printers must:

1. be configured as a single function page printer;
2. have a minimum monochrome print resolution of 600 dpi;
3. produce minimum 256 gray scales;

4. have an Ethernet connection port (10/100 or 100 Base T) and the capacity to add or substitute in at least one of the following: Parallel or USB.
5. be a desktop model (not floor standing)

#### **A4.1.1. Specific Category 1 - Sub-Category Requirements**

##### **Sub-Category 1.1 - Monochrome Network Page Printers, Letter/Legal (30 - 39 ppm):**

###### **All Sub-Category 1.1 printers must:**

1. have a minimum rated print speed of 30 pages per minute and a maximum rated print speed of 39 pages per minute;
2. include a minimum of 3 paper sources, one of which can be the bypass, one of which must be for 8 1/2" x 11" cut sheet, and one of which must be for additional cut sheet paper, all of which can be accommodated simultaneously;
3. have a combined minimum input capacity of 500 sheets;
4. be capable of printing on letter and legal paper sizes; with legal paper size being the maximum paper size available on the NMSO configured hardware; and
5. include minimum 128 MB RAM

##### **Sub-Category 1.2 - Monochrome Network Page Printers, Letter/Legal (40 - 49 ppm):**

###### **All Sub-Category 1.2 printers must:**

1. have a minimum rated print speed of 40 pages per minute and a maximum rated print speed of 49 pages per minute;
2. include a minimum of 3 paper sources: one of which can be the bypass, one of which must be for 8 1/2" X 11" cut sheet, and one of which must be for additional cut sheet paper, all of which can be accommodated simultaneously;
3. have a combined minimum input capacity of 750 sheets;
4. be capable of printing on letter and legal paper sizes; with legal paper size being the maximum paper size available on the NMSO configured hardware; and
5. include minimum 128 MB RAM

##### **Sub-Category 1.3 - Monochrome Network Page Printers, Letter/Legal (50 - 59 ppm):**

###### **All Sub-Category 1.3 printers must:**

1. have a minimum rated print speed of 50 pages per minute and a maximum rated print speed of 59 pages per minute;
2. include a minimum of 3 paper sources: one of which can be the bypass, one of which must be for 8 1/2" X 11" cut sheet, and one of which must be for additional cut sheet paper, all of which can be accommodated simultaneously;
3. have a combined minimum input capacity of 1000 sheets
4. be capable of printing on letter and legal paper sizes; with legal paper size being the maximum paper size available on the NMSO configured hardware; and
5. include minimum 256 MB RAM

##### **Sub-Category 1.4 Monochrome Network Page Printers, Letter/Legal (60+ ppm):**

**All Sub-Category 1.4 printers must:**

1. have a minimum rated print speed of 60 pages per minute;
2. include a minimum of 3 paper sources: one of which can be the bypass, one of which must be for 8 1/2" X 11" cut sheet, and one of which must be for additional cut sheet paper, all of which can be accommodated simultaneously;
3. have a combined minimum input capacity of 1000 sheets;
4. be capable of printing on letter and legal paper sizes; with legal paper size being the maximum paper size available on the NMSO configured hardware; and
5. include minimum 512 MB RAM

**Sub-Category 1.5 Monochrome Network Page Printers, Tabloid (30+ ppm)****All Sub-Category 1.5 printers must:**

1. have a minimum rated print speed of 30 pages per minute;
2. include a minimum of 3 paper sources: one of which can be the bypass, one of which must be for 8 1/2" X 11" cut sheet, and one of which must be for additional cut sheet paper, all of which can be accommodated simultaneously;
3. have a combined minimum input capacity of 500 sheets;
4. be capable of printing on letter, legal and tabloid (11" X 17") paper sizes; and
5. be able to print a minimum 10.5" X 16.5" full page graphic in both landscape and portrait modes;
6. include minimum 128 MB RAM

**General Category 2 Requirements: Colour Single Function Printers****All Category 2 printers must:**

1. be configured as a single function page printer;
2. produce a minimum resolution of 600 dpi in a minimum of 4 bit colour;
3. a minimum 256 gradations of shade by colour;
4. must utilize a minimum of a four colour system process: Cyan, Magenta, Yellow, Black (CMYK);
5. must be capable of accepting toner replenishment on an individual colour basis; and
6. have an Ethernet connection port (10/100 or 100 Base T) and the capacity to add or substitute in at least one of the following: Parallel or USB.
7. be a desktop model (not floor standing)

**Specific Sub-Category 2 Requirements****Sub-Category 2.1 Network Colour Page Printers - Letter/Legal (20 - 29 ppm colour):****All Sub-Category 2.1 printers must:**

1. have a minimum rated print speed of 20 full colour pages per minute and a maximum rated print speed of 29 full colour pages per minute;
2. have a minimum input capacity of 350 sheets from a minimum of 2 paper sources, one of which can be the bypass; and

3. be capable of printing on letter and legal paper sizes; with legal paper size being the maximum paper size available on NMSO configured hardware
4. include minimum 256 MB RAM

### **Sub-Category 2.2 Network Colour Page Printers - Letter/Legal (30 - 39 ppm colour):**

#### **All Sub-Category 2.2 printers must:**

1. have a minimum rated print speed of 30 full colour pages per minute and a maximum rated print speed of 39 full colour pages per minute;
2. have a minimum input capacity of 500 sheets from a minimum of 3 paper sources, one of which can be the bypass; and
3. be capable of printing on letter and legal paper sizes; with legal paper size being the maximum paper size available on NMSO configured hardware
4. include minimum 256 MB RAM

### **Sub-Category 2.3 Network Colour Page Printers - Letter/Legal (40+ ppm colour):**

#### **All Sub-Category 2.3 printers must:**

1. have a minimum rated print speed of 40 full colour pages per minute;
2. have a minimum input capacity of 750 sheets from a minimum of 3 paper sources, one of which can be the bypass; and
3. be capable of printing on letter and legal paper sizes; with legal paper size being the maximum paper size available on NMSO configured hardware
4. include minimum 256 GB RAM

### **Sub-Category 2.4 Network Colour Page Printers - Tabloid (30+ ppm colour)**

#### **All Sub-Category 2.4 printers must:**

1. have a minimum rated print speed of 30 full colour pages per minute;
2. have a minimum input capacity of 500 sheets from a minimum of 3 paper sources;
3. be capable of printing on letter, legal and tabloid (11" X 17") paper sizes; and
4. be able to print a minimum 10.5" X 16.5" full page graphic in both landscape and portrait modes;
5. include minimum 256 MB RAM

### **General Category 3 Requirements - Monochrome Printer/Copier Multifunction Devices (MFDs)**

#### **All Category 3 MFDs must:**

1. include printing and copying functionality along with at least one other function from the following: scan to file, scan to e-mail, or faxing;
2. if fax is one of the functions offered, it must comply with ITU-T G-3 standards for facsimile technology and have a minimum modem speed of 33.6kb/s and the fax subsystem must be separate from the printing and photocopying subsystems so as to not allow communication with the printing and photocopying sub-system through the fax line;
3. have a print resolution of minimum 600 dpi and copy resolution of minimum 600 dpi;
4. be able to produce minimum 256 gray scales;

5. have an Ethernet connection port (10/100 or 100 Base T) and the capacity to add or substitute in at least one of the following: Parallel or USB; and

### **Specific Sub-Category 3 Requirements**

#### **Sub-Category 3.1 Monochrome Printer/Copier MFDs - Letter/Legal (30 - 39 ppm)**

##### **All Category 3.1 Printer/Copier MFDs must:**

1. have a machine rated print speed of minimum 30 pages per minute and a maximum rated print speed of 39 pages per minute at 600 dpi in monochrome;
2. offer zoom capability of minimum 50% to 200% for walkup copying;
3. include minimum 256 MB RAM;
4. have an originals document feeder with a capacity of at least 30 sheets;
5. include minimum 3 paper sources, one of which can be the bypass, with automatic switching and a total capacity of minimum 750 sheets, with at least one offering letter size media;
6. have an output capacity of minimum 150 sheets,
7. be capable of printing and copying on letter and legal paper sizes; with legal paper size being the maximum print/copy size supported on the NMSO configured Hardware;
8. be a floor standing model (not desktop)

#### **Sub-Category 3.2 Monochrome Printer/Copier MFDs - Letter/Legal (40 - 49 ppm)**

##### **All Category 3.2 Printer/Copier MFDs must:**

1. have a machine rated print speed of minimum 40 pages per minute and a maximum rated print speed of 49 pages per minute at 600 dpi in monochrome;
2. offer zoom capability of minimum 50% to 200% for walkup copying;
3. include minimum 256 MB RAM;
4. have a hard drive with a minimum capacity of 80 GB;
5. have an originals document feeder with a capacity of at least 30 sheets;
6. include minimum 3 paper sources, one of which can be the bypass, with automatic switching and a total capacity of minimum 1000 sheets, with at least one offering letter size media;
7. have an output capacity of minimum 250 sheets,
8. be capable of printing and copying on letter and legal paper sizes; with legal paper size being the maximum print/copy size supported on the NMSO configured Hardware;

#### **Sub-Category 3.3 Monochrome Printer/Copier MFDs - Letter/Legal (50+ ppm)**

##### **All Category 3.3 Printer/Copier MFDs must:**

1. have a machine rated print speed of minimum 50 pages per minute at 600 dpi in monochrome;
2. offer zoom capability of minimum 50% to 200% for walkup copying;
3. include minimum 256 MB RAM;
4. have a hard drive with a minimum capacity of 80 GB;
5. have an originals document feeder with a capacity of at least 30 sheets;

6. include minimum 3 paper sources, one of which can be the bypass, with automatic switching and a total capacity of minimum 1000 sheets, with at least one offering letter size media;
7. have an output capacity of minimum 500 sheets,
8. be capable of printing and copying on letter and legal paper sizes; with legal paper size being the maximum print/copy size supported on the NMSO configured Hardware;

### **Sub-Category 3.4 Monochrome Printer/Copier MFDs, Tabloid (30 - 39 ppm):**

#### **All Sub-Category 3.4 Printer/Copier MFDs must:**

1. have a machine rated print speed of minimum 30 pages per minute and a maximum rated print speed of 39 pages per minute at 600 dpi in monochrome;
2. offer zoom capability of minimum 25% to 400% for walkup copying;
3. include minimum 512 MB RAM;
4. have a hard drive with a minimum capacity of 80 GB;
5. have an originals document feeder with a capacity of at least 30 sheets;
6. include minimum 4 paper sources, one of which can be the bypass, with automatic switching and a total capacity of minimum 1000 sheets, with at least one offering letter size media;
7. stack bypass or manual feed minimum 50 sheets;
8. have an output capacity of minimum 300 sheets, separated through either offset stacking or sorting;
9. have auto-stapling capability with a minimum 30 sheet capacity;
10. be capable of printing and copying on letter, legal and tabloid (11" X 17") paper sizes;
11. be able to print a minimum 10.5" X 16.5" full page graphic in both landscape and portrait modes; and
12. have 11x17 copying capability from the platen and the document feeder

### **Sub-Category 3.5 Monochrome Printer/Copier MFDs, Tabloid (40 - 49 ppm)**

#### **All Sub-Category 3.5 Printer/Copier MFDs must:**

1. have a machine rated print speed of minimum 40 pages per minute and a maximum rated print speed of 49 pages per minute at 600 dpi in monochrome;
2. offer zoom capability of minimum 25% to 400% for walkup copying;
3. include minimum 512 MB RAM;
4. have a hard drive with a minimum capacity of 80 GB;
5. have an originals document feeder with a capacity of at least 50 sheets;
6. include minimum 4 paper sources, one of which can be the bypass, with automatic switching and a total capacity of minimum 1500 sheets, with at least one offering letter size media;
7. stack bypass or manual feed minimum 50 sheets;
8. have an output capacity of minimum 1000 sheets, separated through either offset stacking or sorting; and
9. have auto-stapling capability with a minimum 50 sheet capacity;
10. be capable of printing and copying on letter, legal and tabloid (11" X 17") paper sizes;
11. be able to print a minimum 10.5" X 16.5" full page graphic in both landscape and portrait modes; and
12. have 11x17 copying capability from the platen and the document feeder

**Sub-Category 3.6 Monochrome Printer/Copier MFDs, Tabloid (50 - 59 ppm)****All Sub-Category 3.6 Printer/Copier MFDs must:**

1. have a machine rated print speed of minimum 50 pages per minute and a maximum rated print speed of 59 pages per minute at 600 dpi in monochrome;
2. offer zoom capability of minimum 25% to 400% for walkup copying;
3. include minimum 512 MB RAM;
4. have a hard drive with a minimum capacity of 80 GB;
5. have an originals document feeder with a capacity of at least 50 sheets;
6. include minimum 4 paper sources, one of which can be the bypass, with automatic switching and a total capacity of minimum 2000 sheets, with at least one offering letter size media;
7. stack bypass or manual feed minimum 50 sheets;
8. have an output capacity of minimum 1000 sheets, separated through either offset stacking or sorting;
9. have auto-stapling capability with a minimum 50 sheet capacity.
10. be capable of printing and copying on letter, legal and tabloid (11" X 17") paper sizes;
11. be able to print a minimum 10.5" X 16.5" full page graphic in both landscape and portrait modes; and
12. have 11x17 copying capability from the platen and the document feeder

**Sub-Category 3.7 Monochrome Printer/Copier MFDs, Tabloid (60 - 69 ppm)****All Sub-Category 3.7 Printer/Copier MFDs must:**

1. have a machine rated print speed of minimum 60 pages per minute and a maximum rated print speed of 69 pages per minute at 600 dpi in monochrome;
2. offer zoom capability of minimum 25% to 400% for walkup copying;
3. include minimum 512 MB RAM;
4. have a hard drive with a minimum capacity of 80 GB;
5. have an originals document feeder with a capacity of at least 50 sheets;
6. include minimum 4 paper sources, one of which can be the bypass, with automatic switching and a total capacity of minimum 2000 sheets, with at least one offering letter size media;
7. stack bypass or manual feed minimum 50 sheets;
8. have an output capacity of minimum 1000 sheets, separated through either offset stacking or sorting;
9. have auto-stapling capability with a minimum 50 sheet capacity
10. be capable of printing and copying on letter, legal and tabloid (11" X 17") paper sizes; and
11. be able to print a minimum 10.5" X 16.5" full page graphic in both landscape and portrait modes; and
12. have 11x17 copying capability from the platen and the document feeder

**Sub-Category 3.8 Monochrome Printer/Copier MFDs, Tabloid (70 - 79 ppm)****All Sub-Category 3.8 Printer/Copier MFDs must:**

1. have a machine rated print speed of minimum 70 pages per minute and a maximum rated print speed of 79 pages per minute at 600 dpi in monochrome;
2. offer zoom capability of minimum 25% to 400% for walkup copying;

3. include minimum 512 MB RAM;
4. have a hard drive with a minimum capacity of 80 GB;
5. have an originals document feeder with a capacity of at least 100 sheets;
6. include minimum 4 paper sources, one of which can be the bypass, with automatic switching and a total capacity of minimum 2500 sheets, with at least one offering letter size media;
7. stack bypass or manual feed minimum 100 sheets;
8. have an output capacity of minimum 2000 sheets, separated through either offset stacking or sorting;
9. have auto-stapling capability with a minimum 50 sheet capacity.
10. be capable of printing and copying on letter, legal and tabloid (11" X 17") paper sizes;
11. be able to print a minimum 10.5" X 16.5" full page graphic in both landscape and portrait modes; and
12. have 11x17 copying capability from the platen and the document feeder

### **Sub-Category 3.9 Monochrome Printer/Copier MFDs, Tabloid (80 - 89 ppm)**

#### **All Sub-Category 3.9 Printer/Copier MFDs must:**

1. have a machine rated print speed of minimum 80 pages per minute at 600 dpi in monochrome and a maximum rated print speed of 89 pages per minute at 600 dpi in monochrome;
2. offer zoom capability of minimum 25% to 400% for walkup copying;
3. include minimum 512 MB RAM;
4. have a hard drive with a minimum capacity of 80 GB;
5. have an originals document feeder with a capacity of at least 50 sheets;
6. include minimum 5 paper sources, one of which can be the bypass, with automatic switching and a total capacity of minimum 3000 sheets, with at least one offering letter size media;
7. stack bypass or manual feed minimum 100 sheets;
8. have an output capacity of minimum 2000 sheets, separated through either offset stacking or sorting; and
9. have auto-stapling capability with a minimum 50 sheet capacity.
10. be capable of printing and copying on letter, legal and tabloid (11" X 17") paper sizes; and
11. be able to print a minimum 10.5" X 16.5" full page graphic in both landscape and portrait modes
12. have 11x17 copying capability from the platen and the document feeder

### **Sub-Category 3.10 Monochrome Printer/Copier MFDs, Tabloid (90+ ppm)**

#### **All Sub-Category 3.10 Printer/Copier MFDs must:**

1. have a machine rated print speed of minimum 90 pages per minute at 600 dpi in monochrome;
2. offer zoom capability of minimum 25% to 400% for walkup copying;
3. include minimum 512 MB RAM;
4. have a hard drive with a minimum capacity of 80 GB;
5. have an originals document feeder with a capacity of at least 50 sheets;
6. include minimum 5 paper sources, one of which can be the bypass, with automatic switching and a total capacity of minimum 4000 sheets, with at least one offering letter size media;
7. stack bypass or manual feed minimum 100 sheets;

8. have an output capacity of minimum 3000 sheets, separated through either offset stacking or sorting; and
9. have auto-stapling capability with a minimum 50 sheet capacity.
10. be capable of printing and copying on letter, legal and tabloid (11" X 17") paper sizes; and
11. be able to print a minimum 10.5" X 16.5" full page graphic in both landscape and portrait modes
12. have 11x17 copying capability from the platen and the document feeder

#### **General Category 4 Requirements - Colour Printer/Copier Multifunction Devices (MFDs)**

##### **All Category 4 MFDs must:**

1. include printing and copying functionality along with at least one other function from the following: scan to file, scan to e-mail, or faxing.
2. if fax is one of the functions offered, it must comply with ITU-T G-3 standards for facsimile technology and have a minimum modem speed of 33.6kb/s and the fax subsystem must be separate from the printing and photocopying subsystems so as to not allow communication with the printing and photocopying sub-system through the fax line;
3. produce a minimum resolution of 600 dpi in 4 bit colour;
4. produce a minimum 256 gradations of shade by colour;
5. must utilize a minimum of a four colour system process: Cyan, Magenta, Yellow, Black (CMYK);
6. must be capable of accepting toner replenishment on an individual colour basis;
7. have an Ethernet connection port (10/100 or 100 Base T) and the capacity to add or substitute in at least one of the following: Parallel or USB.

#### **Specific Sub-Category 4 Requirements**

##### **Sub-Category 4.1 Colour Printer/Copier MFDs - Letter/Legal (30 - 39 ppm colour)**

##### **All Sub-Category 4.1 Printer/Copier MFDs must:**

1. have a machine rated print speed of minimum 30 pages per minute in full colour and a maximum rated print speed of 39 pages per minute in full colour;
2. have an external or embedded print controller with a CPU speed of minimum 200 MHz;
3. include minimum 512 MB RAM;
4. include a method of memory compression;
5. offer zoom capability of minimum 50% to 200% for walkup copying;
6. include an originals document feeder with a capacity of at least 30 pages;
7. have a combined minimum input capacity of 750 sheets from a minimum of 3 paper sources, one of which can be the bypass with at least one offering letter size media;
8. have an output capacity of minimum 150 sheets
9. be capable of printing and copying on letter and legal paper sizes; with legal paper size being the maximum print/copy size supported on the NMSO configured Hardware;
10. be a floor standing device (not desktop)

##### **Sub-Category 4.2 Colour Printer/Copier MFDs - Letter/Legal (40 - 49 ppm colour)**

**All Sub-Category 4.2 Printer/Copier MFDs must:**

1. have a machine rated print speed of minimum 40 pages per minute in full colour and a maximum rated print speed of 49 pages per minute in full colour;
2. have an external or embedded print controller with a CPU speed of minimum 400 MHz;
3. include minimum 512 MB RAM;
4. have a hard drive with a minimum capacity of 80 GB;
5. include a method of memory compression;
6. offer zoom capability of minimum 50% to 200% for walkup copying;
7. have an originals document feeder with a capacity of at least 30 pages;
8. include minimum 3 paper sources, one of which can be a bypass, with automatic switching and a total capacity of minimum 1000 sheets, with at least one offering letter size media;
9. have an output capacity of minimum 250 sheets
10. be capable of printing and copying on letter and legal paper sizes; with legal paper size being the maximum print/copy size supported on the NMSO configured Hardware;

**Sub-Category 4.3: Colour, Printer/Copier MFDs, Tabloid (30 - 39 ppm colour)****All Sub-Category 4.3 Printer/Copier MFDs must:**

1. have a machine rated print speed of minimum 30 pages per minute in full colour and a maximum rated print speed of 39 pages per minute in full colour;;
2. have an external or embedded print controller with a CPU speed of minimum 400 MHz;
3. include minimum 768MB RAM
4. have a hard drive with a minimum capacity of 80 GB;
5. include a method of memory compression;
6. offer zoom capability of minimum 25% to 400% for walkup copying;
7. have an originals document feeder with a capacity of at least 30 pages;
8. include minimum 4 paper sources, one of which can be the bypass, with automatic switching and a total capacity of minimum 1000 sheets, with at least one offering letter size media;
9. include a bypass or manual feed tray with a minimum of 50 sheet capacity;
10. have an output capacity of minimum 500 sheets, separated through either offset stacking or sorting;
11. have auto-stapling capability with a minimum 30 sheet capacity.
12. be capable of printing and copying on letter, legal and tabloid (11" X 17") paper sizes;
13. be able to print a minimum 10.5" X 16.5" full page graphic in both landscape and portrait modes; and
14. have 11x17 copying capability from the platen and the document feeder

**Sub-Category 4.4: Colour, Printer/Copier MFDs, Tabloid (40 - 49 ppm colour)****All Sub-Category 4.4 Printer/Copier MFDs must:**

1. have a machine rated print speed of minimum 40 pages per minute in full colour and a maximum rated print speed of 49 pages per minute in full colour;
2. have an external or embedded print controller with a CPU speed of minimum 750 MHz;
3. include minimum 768MB RAM;
4. have a hard drive with a minimum capacity of 80 GB;
5. include a method of memory compression;

6. offer zoom capability of minimum 25% to 400% for walkup copying;
7. have an originals document feeder with a capacity of at least 50 pages;
8. include minimum 4 paper sources, one of which can be the bypass, with automatic switching and a total capacity of minimum 1500 sheets, with at least one offering letter size media;
9. Include a bypass or manual feed tray with a 50 sheet minimum capacity;
10. have an output capacity of minimum 1000 sheets, separated through either offset stacking or sorting; and
11. have auto-stapling capability with a minimum 30 sheet capacity.
12. be capable of printing and copying on letter, legal and tabloid (11" X 17") paper sizes;
13. be able to print a minimum 10.5" X 16.5" full page graphic in both landscape and portrait modes;
14. have 11x17 copying capability from the platen and the document feeder; and

#### **Sub-Category 4.5: Colour, Printer/Copier MFDs, Tabloid (50 - 59 ppm colour)**

##### **All Sub-Category 4.5 Printer/Copier MFDs must:**

1. have a machine rated print speed of minimum 50 pages per minute in full colour and a maximum rated print speed of 59 pages per minute in full colour;
2. have an external or embedded print controller with a CPU speed of minimum 1 GHz, or dual 500 MHz controllers;
3. include minimum 1 GB RAM;
4. have a hard drive with a minimum capacity of 80 GB;
5. include a method of memory compression;
6. offer zoom capability of minimum 25% to 400% for walkup copying;
7. have an originals document feeder with a capacity of at least 50 pages;
8. include minimum 4 paper sources, one of which can be the bypass, with automatic switching and a total capacity of minimum 2000 sheets, with at least one offering letter size media;
9. include a bypass or manual feed tray with a minimum 50 sheet capacity;
10. have an output capacity of minimum 1000 sheets, separated through either offset stacking or sorting; and
11. have auto-stapling capability with a minimum 50 sheet capacity.
12. be capable of printing and copying on letter, legal and tabloid (11" X 17") paper sizes;
13. be able to print a minimum 10.5" X 16.5" full page graphic in both landscape and portrait modes;
14. have 11x17 copying capability from the platen and the document feeder;

#### **Sub-Category 4.6: Colour, Printer/Copier MFDs, Tabloid (60+ ppm colour)**

##### **All Sub-Category 4.6 Printer/Copier MFDs must:**

1. have a machine rated print speed of minimum 60 pages per minute in full colour;
2. have an external or embedded print controller with a CPU speed of minimum 1 GHz, or dual 500 MHz controllers;
3. include minimum 1 GB RAM;
4. include a method of memory compression;
5. have a hard drive with a minimum capacity of 80 GB;
6. offer zoom capability of minimum 25% to 400% for walkup copying;
7. have an originals document feeder with a capacity of at least 50 pages;
8. include minimum 4 paper sources, one of which can be the bypass, with automatic switching and a total capacity of minimum 2000 sheets, with at least one offering letter size media;

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9. include a bypass or manual feed tray with a minimum 50 sheet capacity;
  10. have an output capacity of minimum 1000 sheets, separated through either offset stacking or sorting;
  11. have auto-stapling capability with a minimum 50 sheet capacity.
  12. be capable of printing and copying on letter, legal and tabloid (11" X 17") paper sizes;
  13. be able to print a minimum 10.5" X 16.5" full page graphic in both landscape and portrait modes; and
  14. have 11x17 copying capability from the platen and the document feeder;

## **A5. POINT RATED HARDWARE TECHNICAL SPECIFICATIONS**

### **A 5.1 Hardware Security**

The Offeror will receive a credit in the form of a deemed 3% evaluation reduction against the evaluated price of any Hardware product that has received Common Criteria certification that conforms to either the IEEE 2600.1 Protection Profile or the US Government Protection Profile for Hardcopy Devices, IEEE P2600.2 Protection Profile augmented with respect User Document Data at rest and in transit, as per NIAP Policy Letter #20 (<http://www.niap-ccevs.org/policy/ccevs/policy-ltr-20.pdf>)

If the Hardware proposed does not meet the security target certification at the time of initial offer but achieves certification subsequent to Standing Offer issue, the Offeror may submit a request and proof of certification for the additional reduction at any time for updating at the next Refresh Date.

If the Hardware was comprised of any security kits or add-ons in order to achieve conformance, the identical security kits and/or add-ons must be included in the NMSO configuration in order for the 3% evaluation reduction to be applied.

## ANNEX B

### HARDWARE MAINTENANCE, TRAINING, SUPPORT AND COST-PER-PAGE (CPP) SERVICES

#### B1. HARDWARE MAINTENANCE SERVICES

In addition to and notwithstanding General Conditions 2030 and 2035 and the Supplemental General Conditions 4001, the Contractor agrees to provide Hardware Maintenance Services in accordance with, and at the service levels, described below:

**B1.1 Hot Swap Service:** If agreed upon by the Identified User and included in the call-up, as an available deconfiguration from the included on-site maintenance of a Hardware Product, Hot Swap Hardware Maintenance Service may be provided instead of on-site Hardware Maintenance Service for Purchased Hardware, either on a per-service-call basis or throughout the Hardware Maintenance Period. In the latter case, the Identified User must have approved this at the time of the Call-up, in writing. Where a Maintenance Service call is made that cannot be resolved by telephone and Hot Swap Service applies, the Contractor must, within 24 hours, send to the Identified User, postage paid, a replacement that is substantially equal to the Hardware being replaced, in that it is of similar age or better and able to perform all functions of the Hardware being replaced. Upon receipt of the replacement Hardware, the Identified User will return the defective Hardware to the Contractor or manufacturer, as applicable, in appropriate packaging with the shipping paid by the Contractor. If the Identified User is not satisfied that the replacement Hardware is substantially equal, the Contractor must supply another replacement. The Contractor must continue to provide the Warranty and Maintenance Services for the replacement Hardware.

Unless Hot Swap Service is expressly agreed to by the Identified User and included as a deconfiguration item in the applicable call-up, the Contractor must provide On-Site Hardware Maintenance Services.

**B1.2 On-site Hardware Maintenance Services:** Unless otherwise specified and agreed to in writing by the Identified User, On-site Hardware Maintenance Services is to be provided for all Hardware supplied, whether purchased or leased, in accordance with the following:

**B1.2.1 The Principal Period of Maintenance (PPM)** is defined as the consecutive hour period per day between the hours of 08:00 to 16:00 (local time) Monday through Friday, excluding statutory holidays.

**B1.2.2 Description of Services:** Maintenance service provided must be such that the supplied equipment is kept in good working condition at all times. Maintenance service provided must be such that the supplied Hardware and any additional accessories are kept in good working condition at all times. Maintenance services must be provided in support of all Hardware effective from the acceptance date. The responsibility for maintaining the equipment in good working condition rests with the Contractor.

**B1.2.3 Preventive Maintenance:** Preventive maintenance (required to inspect, lubricate and adjust the equipment) must be performed during the Principal Period of Maintenance (PPM). This service must be performed in accordance with the OEM specifications or as otherwise agreed between the Identified User and the Contractor. The Contractor must keep a log of all preventive maintenance performed in accordance with the requirements of 4001 Hardware.

**B1.2.4 Remedial Maintenance:** The Contractor must provide, in addition to the above described preventive maintenance service, on-call remedial maintenance service.

Remedial maintenance or emergency repair service on all Hardware, including replacement of unserviceable parts and labour, during the PPM, must be completed in accordance with the section entitled Service Response Time during the Principal Period of Maintenance.

#### **B1.2.5 Service Response Times During the Principal Period of Maintenance**

**(a) Maintenance Service Call Response Time:** The Contractor must verbally acknowledge, with the Identified User, all service calls placed, within one (1) hour of the initial call by the Identified User, 95 percent of the time.

**(b) On-site Maintenance Service Response Times:** Service Response Time measurements are calculated within the Principal Period of Maintenance only, Response time is calculated from the time the Contractor has been notified by the Identified User to the on-site arrival of the Contractor.

Except on written agreement by the Identified User, the Contractor must arrive on-site to perform Hardware Maintenance Services in accordance with the following Service Response Times, regardless of the location from which the Hardware Maintenance Services are provided:

**i. For Zone A - Major Centres:** The Major Centres are defined as the metropolitan areas of Canada where the population of Government of Canada employees is at least 1000 persons. Based on Statistics Canada's 2011 census of Federal Government Employment, the Major Centres currently encompass the cities in the following table. The Major Centres are subject to change throughout the Standing Offer Period should it be identified that the population of Government of Canada employees has increased in other cities.

#### **Statistics Canada 2011 census of Federal Government Employment**

<b>Metropolitan Area</b>	<b>Number of Employees</b>
Ottawa-Gatineau (Ont.-Que.)	135,865
Montréal (Que.)	23,689
Toronto (Ont.)	22,346
Vancouver (B.C.)	17,917
Halifax (N.S.)	17,359
Québec (Que.)	14,240
Edmonton (Alta.)	13,921
Winnipeg (Man.)	11,973
Victoria (B.C.)	10,308
Kingston (Ont.)	6,972
St. John's (N.L.)	5,046
Calgary (Alta.)	4,382
Moncton (N.S.)	3,163
Regina (Sask.)	3,103
Hamilton (Ont.)	3,088
Saguenay (Que.)	2,706
Saskatoon (Sask.)	2,582
London (Ont.)	2,543
Greater Sudbury (Ont.)	2,194
Windsor (Ont.)	1,975
Abbotsford-Mission (B.C.)	1,679
Kitchener-Cambridge-Waterloo (Ont.)	1,228
St. Catharines-Niagara (Ont.)	1,183
Sherbrooke (Que.)	1,178

Saint John (N.B.)

1,024

The On-Site Hardware Maintenance Service Response Time for Zone A must not exceed eight (8) hours from the time the Contractor has been notified of a service disruption by any Identified User.

**ii. For Zone B - Areas Outside of the Major Centres:** The Areas Outside of the Major Centres is defined as anywhere located within a 50 km radius of any city, town, village, or equivalent, with a total population of 10,000 persons or more. Zone B does not include any areas already covered by Zone A.

The On-Site Hardware Maintenance Service Response Time for Zone B must not exceed sixteen (16) hours from the time the Contractor has been notified by any Identified User.

**iii. For Zone C - Remote Locations:** Remote locations are defined anywhere located outside of a 50 km radius of any city, town, village, or equivalent, with a total population of 10,000 persons or more. Zone C does not include any areas already covered by Zones A or B.

The service response time for remote locations must not exceed twenty-four (24) hours from the time the Contractor has been notified by any Identified User.

**(c) Hardware Repair Times during the PPM:** Upon commencing any maintenance services, the Contractor must work continuously in performing the maintenance until the Hardware is operative or until the end-user notifies the Contractor to suspend work. All Hardware must be repaired within four (4) hours of arrival of the Contractor's service technician, 95% of the time. In the event that the equipment cannot be repaired within four (4) hours the remedies as described in the clause entitled "Excessive Outage" will apply.

**(d) Replacement Parts Delivery:** The provision of parts for maintaining the proposed equipment is the responsibility of the Contractor, and must be provided within twenty-four (24) hours from the determination by the Contractor's service personnel identifying the parts required for repair of the Hardware.

**(e) Temporary Hardware Replacement:** If after arrival by the Contractor's maintenance personnel on-site, it is determined that the Contractor cannot repair the defective Hardware within two (2) working days, the Contractor must provide a loaner unit, similarly equipped as the Hardware being repaired, at no charge, within twenty-four (24) hours of such determination by the Contractor's maintenance personnel. The Identified User will keep the loaner unit until the original defective unit is repaired and returned in working condition to the Identified User. The Contractor, if requested by the Identified User, must surrender the hard drive of the loaner unit, and/or clear any residual data to the satisfaction of the Identified User, before removing the loaner unit.

The Contractor must continue to provide Hardware Warranty and Maintenance Services for any part of any delivered Hardware that is repaired, replaced or otherwise made good as part of the Hardware Maintenance Services, for the remainder of the Hardware Maintenance Period that applied to the original Hardware.

**B1.2.6 Hardware Availability:** The Contractor warrants and guarantees that the Hardware supplied under this Standing Offer will perform at the contracted average monthly volume with the loss of print or copy service of not more than an aggregate equivalent of:

i. **For Zone A - Major Centres:** eight (8) Identified User normal working hours per month consisting of twenty (20) eight (8) hour days, due to either breakdown or preventive maintenance. This

will ensure 95% availability in a normal user month. In those instances where Identified Users employ equipment for longer working days, 95% availability must still be met.

**ii. For Zone B - Areas Outside of the Major Centres:** sixteen (16) Identified User normal working hours per month consisting of twenty (20) eight (8) hour days, due to either breakdown or preventive maintenance. This will ensure 90% availability in a normal user month. In those instances where Identified Users employ equipment for longer working days, 90% availability must still be met.

**iii. For Zone C - Remote Locations:** twenty-four (24) Identified User normal working hours per month consisting of twenty (20) eight (8) hour days, due to either breakdown or preventive maintenance. This will ensure 85% availability in a normal user month. In those instances where Identified Users employ equipment for longer working days, 85% availability must still be met.

The Contractor will be informed by the Identified User of requirements exceeding normal working hours.

Such aggregate downtime will commence at the time of notification to the Contractor in the case of a problem or at start of shutdown in the case of preventive maintenance and is to end when print and/or copy service is restored. Where the user requests, receives and pays for Hardware Maintenance Services outside of the PPM, such hours will be excluded. Individual cases involving loss of service in excess of the above in any one month, leading to serious disruption of work, must be brought to the attention of the PWGSC Standing Offer Authority and the Contractor must take necessary steps to rectify the situation. In the event that the Contractor does not respond to the satisfaction of the user within two (2) weeks from the date the excessive downtime commenced, the Contractor will be deemed in default and Canada will have the right to the Remedies described in below.

#### **B1.2.7 Remedies Following Unacceptable Levels of Service**

**(a) General:** To ensure a continuing acceptable level of service for the Identified User's workload, the Contractor agrees that Canada may exercise the following remedial actions.

1. The failure of Canada to exercise any or all of the following remedies does not mean that the service received conforms to the applicable mandatory requirements, nor will that failure lower the level of service acceptable for any portion of the Standing Offer.
2. The Contractor will not be responsible for any deficiencies arising from any use of the Hardware by the Identified User that is inconsistent with practices or procedures published by the OEM or any other procedure previously published by the Contractor and accepted by the Identified User.
3. It is not the intention of Canada to enforce the following remedies for situations resulting from acts of God, civil insurrection, or in general, factors beyond the reasonable control of the Contractor.
4. Application of any of the remedies detailed below in one or more instances will not prevent Canada from terminating for default in any instance of nonconformity with the terms of the Standing Offer.
5. The application of any remedy will not result in any increase in liability to Canada.

**(b) Process to Claim Remedy:** The Identified User must claim the applicable remedy, in writing, within 30 days from the time that the failure resulting in the application of the remedy could reasonably be noted by the Identified User.

1. Any such claim for a remedy must include reasonable documentation to support such claim.

2. Where the application of any remedy results in a financial benefit in favour of Canada, then such financial benefit will be applied as a credit to the applicable invoice for the billing period following the billing period in which the claim was received by the Contractor, in the case of Leased Hardware, and in the case of purchased Hardware, Canada has the right to hold back, drawback, deduct or set off from and against any money Canada owes to the Contractor from time to time.

3. Where the application of any remedy requires that the Contractor replace the Hardware, then such replacement Hardware must be installed within 24 hours of receipt of the claim by the Contractor.

4. Where the application of any remedy requires that the Contractor provide additional reports or other documentation, then such reports or other written documentation must be provided within 30 calendar days of receipt of the claim, by the Contractor.

### (c) Definitions

1. **"Remedial Equipment Failure"** means any equipment malfunction that requires remedial maintenance to be provided by the Contractor in order to make the equipment operational.

2. **"Unscheduled Equipment Outage"** means the period of time that equipment is unavailable to the Identified User where such unavailability is caused by a Remedial Equipment Failure such period will commence when the Contractor is informed of the Remedial Equipment Failure in accordance with the Standing Offer.

### (d) Actual Remedies

1. **Excessive Outage:** In the event that the Total Unscheduled Equipment Outage (TUEO) exceeds the response time frames stipulated in the clause entitled "Hardware Repair Times" during the PPM, in any given call, for the Hardware, the charges associated with the Hardware will be reduced, or a credit to Canada will be provided, in accordance with the following formula:

(a) For Leased Hardware:  $(TUEO/8) \times .1 \times \text{Total FMR}$ ; where TUEO is the Total Unscheduled Equipment Outage in hours during the PPM within one month. This remedy will not exceed 2 times the Total FMR for any given monthly period.

(b) For Purchased Hardware:  $(TUEO/8) \times .1 \times (\text{Purchase Price}/60)$ ; where TUEO is the Total Unscheduled Equipment Outage in hours during the PPM within one month. This remedy will not exceed 2 times the Total Hardware Purchase price divided by 60 for any given monthly period.

2. **Excessive Equipment Failure:** In the event that the Hardware has 3 or more Remedial Equipment Failures in a 30 day period, then the Contractor must replace the Hardware with same or like equipment if directed to do so by the identified end-user".

(a) **Failure to Respond to Remedial Equipment Failures:** In the event that the Contractor fails to provide trained and qualified service personnel to undertake remedial maintenance, within the response times specified in the Standing Offer, in more than 10% of occurrences measured over a 30 day period of the number of times such services were required in accordance with the individual Call-up; then, the Contractor must provide a Remedial Action Plan to the Identified User to identify what steps will be taken by the Contractor to remedy the situation.

(b) **Spoilage of Copies:** One hundred percent (100%) credit must be given for spoiled prints or copies due to machine malfunction or quality of supplies provided by the Contractor.

(c) **Escalation Plan:** The Contractor's escalation plan with respect to Hardware Maintenance Services is as follows:

**Note to Offeror's:** *This information will be completed at the time of award using the information supplied by the Offeror in its Offer*

**B1.2.8 Service Personnel:** The Contractor must provide the necessary trained personnel to perform the Maintenance Services for all Hardware offered by the Contractor.

**B1.2.9 Language of Service:** The Contractor must provide Maintenance Services in the Official Language(s) in use in the area of service.

**B1.2.10 Maintenance Service Calls:** The Contractor must indicate clearly how the Identified User is to contact the Contractor's Service Personnel in the event of any service disruption.

Identified Users may contact:

1. any service outlet identified by the Contractor at the telephone number on the IPMG web site (which must accept service calls from all Identified users, anywhere in Canada, during the hours of 08:00 to 16:00 in the local time where the service outlet is located, Monday through Friday, excluding statutory holidays); or
2. the Contractor's single toll-free Maintenance Dispatch Number (which must accept service calls from all Identified Users, anywhere in Canada, during the hours of 08:00 to 16:00 across all time zones across Canada, Monday through Friday, excluding statutory holidays).

The Contractor must have a process to log service calls and dispatch Service Personnel. These logs must be available to the Standing Offer Authority upon request.

**B1.2.11 Hardware Maintenance History Report:** For each visit to perform Hardware Maintenance Service, a maintenance service report must be prepared by the Contractor and signed by the Identified User. This report, one (1) copy of which is to be sent to the Identified User, must include the following as a minimum:

1. Standing Offer and call-up number;
2. Identified Users name, telephone number and location;
3. Date and time of receipt of request for service and the name of the service centre that received it;
4. Dispatch date and time;
5. Site arrival/departure date and time;
6. Total down time;
7. Reason for call;
8. Hardware Model and serial number;
9. Action taken/service performed, including list of parts replaced/installed;
10. Technician's name and signature; and
11. Remarks.

The Contractor is responsible for ensuring that Hardware Maintenance Service Reports adequately and accurately demonstrate service response times and equipment up-time. Copies of all reports must be made available to the Standing Offer Authority within fifteen (15) business days of request. Service Reports will be used to verify compliance to the required service levels of the NMSO.

**B1.3 Replacement Parts:** Replacement parts must be available for all Hardware offered for the full duration of any Contract resulting from a Call-up against any resulting Standing Offer. All parts supplied by the Contractor in performing the maintenance services must be new or of substantially equal quality. The provision of parts for maintaining the Hardware is included in the unit purchase price of the Hardware (and any warranty upgrades) or in the Base FMR associated with any Leased Hardware. With the exception of any hard drives or other data retaining modules, removed parts of any leased equipment will become the property of the Contractor.

**B1.4 User-Serviceable products and parts:** The Contractor agrees that the Identified Users may perform maintenance and/or upgrades to the Hardware and/or replace user-replaceable or user-serviceable components, as defined by the Contractor, without affecting the obligation of the Contractor to provide Warranty or Hardware Maintenance Services. These components/parts are restricted and applicable to the individual Hardware supplied. These may include user-replaceable print heads, toner cartridges, other user-replaceable consumables, paper trays, duplex units, user replaceable network interface adapters, software and driver updates supplied by the Contractor.

## **B2. HARDWARE TECHNICAL SUPPORT**

The Contractor must provide the following telephone and Internet-based technical support services throughout the Hardware Maintenance Period, either directly or through the Hardware manufacturer:

**B2.1 Toll-Free Hotline Technical Telephone Support:** In accordance with 4001, section 25, as part of the Hardware Maintenance Service, the Contractor must have a toll-free bilingual technical support telephone number, available during the hours of 08:00 to 16:00 (local time in all time zones across Canada), Monday through Friday, excluding statutory holidays. This number must be accessible to any Identified user, anywhere in Canada, during the Hardware Maintenance Period and must be staffed by qualified, full-time, dedicated staff who are knowledgeable about the Hardware. The Contractor's technical support hotline must meet the availability and service response times as described in the Supplemental General Conditions 4001.

The Contractor's Toll-Free Hotline Technical Support phone number is: **(to be completed at Standing Offer Issuance)**

**B2.2 Internet-Based Technical Support:** In accordance with 4001, section 25, as part of the Hardware Maintenance Service, the Contractor must also provide Canada with technical support through a Web site support service, which must include, as a minimum, frequently asked questions and, if applicable, on-line software diagnostic routines, support tools, and services. The Offertor's Web site must provide support in English and in French. The technical support web site must meet the availability as described in the Supplemental General Conditions 4001.

The Contractor's web site url is: **(to be completed at Standing Offer Issuance)**

The Contractor must ensure that its technical support hotline telephone number and web site URL posted on the IPMG web site are up to date.

## **B3. SOFTWARE SUPPORT**

The Licensed Software must be to the latest version released, unless otherwise specified, and must be provided with the standard software publisher's warranty and customer support. The Contractor must

specify the duration and level of coverage of the software publisher's standard warranty (e.g., one-year hotline support).

## **B4. HARDWARE INSTALLATION, INTEGRATION, TRAINING**

### **B4.1 Hardware Installation and Systems Integration**

For all Leased Hardware, and all Purchased Hardware where Installation is included in the Call-up, the Contractor must provide on-site installation of the Hardware. On-site installation consists of:

- i. Unpack Hardware and all associated components;
- ii. Inspect for damage;
- iii. Assemble/Set up Hardware;
- iv. Install per Hardware specification;
- v. Systems Integration (if required)
- vi. Run standard test/diagnostic;
- vii. Coordinate the removal of packing materials which cannot be recycled at the Identified User's location; and
- viii. Provide basic operating information

On-site installation includes up to two (2) hours of Hardware Setup and Configuration at the Identified User's site (if applicable) and up to one (1) hour of Systems Integration services (if required). The Contractor will be responsible for the correct functioning of the Hardware at the installation site. Correction of any discrepancies/problems found during the Hardware setup and testing at the Identified User's site will be the responsibility of the Contractor and will be made prior to acceptance of the Hardware.

### **B4.2 Hardware Training**

If requested by the client on the call-up, the Contractor must provide training to allow employees to efficiently and effectively operate the Hardware supplied. Any required training facilities or space will be provided by the Identified User. All training scheduling will be subject to prior written confirmation from the Identified User. Arrangements for the provision of training will be made by the Contractor and the Identified User and charges for this training must not exceed the Contractor's rates published on the IPMG website. The Identified User must not be invoiced for any training that they have not authorized in writing. The Contractor must provide Hardware Training in the Official Language(s) in use in the area of service.

## **B5. HARDWARE IMAGING CONSUMABLES AND COST-PER-PAGE (CPP)**

**B5.1 Hardware Imaging Consumables:** Imaging Consumables must be available for all Hardware offered for the full duration of any Contract resulting from a Call-up against the Standing Offer.

**B5.2 Imaging Consumables for Purchase outside of this Standing Offer:** All Imaging Consumables must be available for purchase in the public marketplace through multiple manufacturer authorized sales agents.

### **B5.3 Cost-per-Page (CPP) Programs**

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Imaging Consumables for all Hardware offered under the Standing Offer, whether the Hardware is Purchased or Leased, must be available on both a Cost-per-Page (CPP) including Maintenance Services and a Cost-per-Page excluding Maintenance Services basis.

**B5.3.1 CPP Consumables and Maintenance Program**

The CPP Consumables and Maintenance Program is defined as the cost per printed or copied Page and fixed for the NMSO Base Configuration Hardware for the entire Contract Period (excluding Hardware Extensions). The CPP Consumables and Maintenance Program is for the provision of all Imaging Consumables required by each Hardware product and is inclusive of any Hardware Maintenance Services as defined in B1.

**B5.3.1 CPP Consumables Only Program**

The CPP Consumables Only Program is defined as the cost of consumables per printed or copied Page and fixed for the NMSO Base Configuration Hardware for the entire Contract Period (excluding Hardware Extensions). The CPP Consumables Only Program is for the provision of all Imaging Consumables required by each Hardware product and is exclusive of any Hardware Maintenance Services as defined in B1.

**B5.4 CPP for Leased Hardware:** For Leased Hardware, Imaging Consumables must be supplied by the Contractor under the CPP Consumables and Maintenance Program rates of the NMSO and must be included in any call-up(s) for the Lease of Hardware for the full lease commitment period.

**B5.5 CPP for Purchased Hardware:** Provision of Imaging Consumables under one of the Contractors CPP programs is encouraged for purchased Hardware, but not mandatory. Call-ups for the provision of Imaging Consumables for purchased Hardware must consist of the CPP Consumables Only Program for the first 12 months as Maintenance Services for the first year is included in the Hardware Purchase Price. Subsequent CPP Programs, either CPP Consumables Only or CPP Consumables and Maintenance, may be included in a call-up for Purchased Hardware or added to a call-up for Purchased Hardware at any time during the Contract Period. Call-ups for CPP provision of Imaging Consumables, whether inclusive or exclusive of Maintenance Services must be placed for a minimum duration of 12 months.

**B5.6 Quality of Consumables:** All Consumables provided under the CPP must be OEM licensed first-use consumables. All Consumables supplied must meet the quality standards and published manufacturer yields.

**B5.7 Delivery of Consumables:** Where the provision of consumables through a CPP applies, it is the Contractor's responsibility to ensure that Identified Users are provided with all required Imaging Consumables for complete functioning of the Hardware delivered under the Standing Offer for the full commitment period.

**B5.8 On-site Availability of Consumables:** Upon request from the Project Authority the Contractor must deliver Imaging Consumables required for normal operation of the Hardware. At a minimum, client consumables inventories must be sufficiently maintained for one month of average client print volumes. The Contractor must deliver the required consumables, with an on-site arrival at the Identified User's location, within eight (8) hours of the PPM for Zone A, within sixteen (16) hours of the PPM for delivery locations defined in Zone B and within twenty-four (24) hours of the PPM for delivery locations within Zone C. If Imaging Consumables are not user replaceable, the Contractor must arrive on-site to install the consumables in respect of the response times cited above.

**B5.9 Ordering of Hardware Consumables:** Contractor's must provide a toll-free telephone number and, if available, a web site address, which Identified Users can access to have additional Imaging Consumables delivered.

Imaging Consumables can be obtained by contacting \_\_\_\_\_ or \_\_\_\_\_ ,

**B5.10 Project Authority Responsibilities:** Project Authorities must indicate the department's name, location, machine make and model number when requesting Imaging Consumables delivery.

**B5.11 Reconciliation of Imaging Consumables and Print Volumes:** It is the Contractor's responsibility to reconcile the number of copies or prints per Hardware device with the Imaging Consumables delivered and the Project Authorities meter reads.

Identified Users should store Imaging Consumables in a secure location and exercise diligent asset management procedures, in order to ensure that Imaging Consumables are not inappropriately used in devices which are not inclusive of a CPP program and to ensure that consumable thefts and losses do not occur.

In the event of any discrepancies in consumable reconciliation which cannot be rectified between the Contractor and the Project Authority, the Contractor must immediately notify the Standing Offer Authority and provide supporting documentation.

**B5.12 Labeling of Imaging Consumables:** It is the Contractor's responsibility to ensure that the smallest unit container of Imaging Consumables supplied are labeled to show the Contractor's name, the ion batch number and any other information which may be required in order to identify quality related problems and to ensure expedient resolution of quality complaints.

**B5.13 Imaging Consumables Container Recycling Program:** The Contractor must currently promote recycling through an established and ongoing consumables container recycling program as per the following:

For all locations in Canada covered by this NMSO where consumables containers cannot be recycled through local "blue-box" recycling programs, the Contractor must provide its own consumables recycling program by either:

1. providing prepaid, postage-return packaging with the consumable when it is originally delivered, or available for download from the manufacturer's web site; OR
2. picking up used consumables containers at no charge.

## **B6 QUALITY MANAGEMENT**

The Contractor must have in place an auditable quality management process to ensure that the requirements of the Standing Offer are being met. The process must focus on Hardware delivery and installation, Hardware Maintenance Services, the provision of Imaging Consumables, Hardware Training, Client Satisfaction and the timely provision of required reports.

## ANNEX C SUMMARY OF ENVIRONMENTAL REQUIREMENTS

### C1. SUMMARY OF ENVIRONMENTAL REQUIREMENTS INCLUDED IN THIS NMSO

The following is a summary of the mandatory environmental certifications and programs required by all offerors or Hardware offered under the NMSO:

- (a) **In support of the Canadian Federal Government's Sustainable Development Strategy** which includes policies on Green Procurement, Hardware manufacturers must commit to comprehensive, nationally recognized environmental standards for:
  - i. The reduction or elimination of environmentally hazardous materials
  - ii. Design for reuse and recycling
  - iii. Energy efficiency
  - iv. End of Life Management for reuse and recycling
  - v. Environmental stewardship in the manufacturing process
  - vi. Packaging
- (b) **ISO 14001 Certification:** The Hardware's Original Equipment Manufacturer must be registered under ISO 14001 from a nationally accredited registrar under the ISO 14001 Program for the manufacturing facility where all Hardware offered is manufactured.
- (c) **Consumables Container Recycling Program:** The Offeror must currently promote recycling through an established and ongoing consumables container recycling program as per the following:
  - i. For all locations in Canada covered by this NMSO where consumables containers cannot be recycled through local "blue-box" recycling programs, the Offeror must provide its own consumables recycling program by either:
    - providing prepaid, postage-return packaging with the consumable when it is originally delivered, or available for download from the manufacturer's web site; OR
    - picking up used consumables containers at no charge.
- (d) **Packaging Recycling:** The Offeror must currently promote recycling through an established and ongoing packaging recycling program as per the following:
  - i. All materials in which the Hardware is packaged and shipped must be recyclable.
  - ii. The Offeror must take back all packaging which cannot be recycled at the Identified User's site at the time of Hardware installation.
  - iii. The Contractor must reuse, recycle or dispose of all packaging materials removed from Hardware delivered under any Call-up in an environmentally sensitive manner.
- (e) **Energy Star Registration:** The Offeror's Hardware must be Energy Star qualified at the time of acceptance. The Contractor must ship all Hardware with the Energy Star low-power feature activated or enabled. This eliminates the need for users to configure the power-management feature after delivery and helps to ensure that they use the energy-saving feature.
- (f) **Third Party Environmental Ecolabelling:** The Offeror must have a Third Party Environmental Ecolabelling certification for all Hardware. The certification may be in the name of the licensee, if permitted (in which case the Offeror must demonstrate upon request that it is permitted to have the

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EZ107-120003/C

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

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Client Ref. No. - N° de réf. du client

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File No. - N° du dossier

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CCC No./N° CCC - FMS No/ N° VME

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certification in the name of the licensee); Acceptable programs are those recognized by the Global Ecolabelling Network (GEN).

**Future Environmental Programs:** Canada reserves the right to accept future individual or comprehensive environmental certifications in the place of one or more of the mandatory certifications, provided such certifications incorporate the equivalent or higher environmental criteria, standards and assessments. (e.g. the currently under development IEEE P1680.2 Standard for Environmental Assessment of Imaging Equipment.

## **ANNEX D NMSO LISTED HARDWARE**

### **D1. INCLUSIONS WITH NMSO LISTED HARDWARE**

#### **D1.1 Purchased Hardware**

**All NMSO Hardware products that are purchased include in the Firm Unit price for the Hardware:**

The supply (purchase), configuration, delivery of the Hardware configured in accordance with the Technical Specifications in Annex A , including all media input and output capacities, all finishing capabilities, and all RAM and hard disk capacities and including all required ancillary equipment, user manuals, the first set of imaging consumables and Hardware Maintenance Services for 12 months, in accordance with the article entitled Hardware Maintenance Services

#### **D1.2 Leased Hardware**

**All NMSO Hardware products that are leased include within the total Firm Monthly Rates (FMR)**

**for Hardware:** The supply (lease), configuration, delivery, installation of the Hardware configured in accordance with the Technical Specifications in Annex A, including all media input and output capacities, all finishing capabilities, and all RAM and hard disk capacities and including all required ancillary equipment, user manuals, the first set of imaging consumables, the removal and surrender for Canada's ownership of the Hard Drive (if removable) or Hard Drive wiping to the End Users satisfaction (if not removable), and Hardware Maintenance Services for the full duration of the lease Commitment period, in accordance with the article entitled Hardware Maintenance Services

### **D2. NMSO LISTED HARDWARE**

The list of NMSO approved Hardware products will appear on the IPMG web site.

For the purposes of the bid, Hardware Technical and Financial information is separated, but will be combined in the Standing Offer on the IPMG web site.

## **ANNEX E**

### **REQUEST FOR VOLUME DISCOUNT (RVD) AND SPECIAL PROCESSING PROCEDURES**

#### **E1. INTRODUCTION**

In accordance with the recommendations of the National Strategy for the Procurement of Office Equipment, PWGSC has developed this procurement tool which will facilitate the application of fleet management approaches for government departments Imaging Hardware environments while providing best value for the taxpayer dollar. The overall goal of this standing offer as well as the Managed Print Solutions Supply Arrangement is to assist government departments in determining the optimal method of procuring and managing their Imaging Hardware, whether it is a single device, or an entire fleet.

This Standing Offer employs a number of strategies and mechanisms that will encourage and promote the benefits and savings of fleet procurement including the Request for Volume Discount and Special Processing Procedures, detailed within this Annex, as well as the promotion of print optimization through the establishment of NMSO Hardware categories designed to promote cost effective networked multi-user devices.

Inefficiencies can be created when departments and agencies undertake procurement independently within their respective divisions for single devices of Imaging Hardware without a formal holistic plan. Consequences of not managing office equipment in this manner may include:

- Low efficiency and high relative cost for the organization;
- Over-specified machines with low utilization rates;
- A low employee-to-asset ratio;
- Lack of ability to manage the overall fleet of equipment;
- Varying costs and service levels across the organization;
- Differing product end-of-life and lease termination dates;
- Requirement to maintain inventories of consumables and parts for various models of equipment;
- Difficulty training users and developing consistent processes; and
- Difficulty managing equipment with differing reliability and maintenance needs.

Administrative and financial economies of scale can be realized when departments aggregate their Imaging Hardware requirements which may include:

- Improved records-keeping and measurement;
- Improved ability to benefit from multifunction printer capabilities such as scanning and e-mail services;
- Improved ability for management to analyze costs and outcomes;
- Improved ability to apply security and control protocols;
- Improved replacement and lifecycle management; and
- Ability to plan for transition from one supplier to another.

#### **E2. REQUEST FOR VOLUME DISCOUNT (RVD) AND SPECIAL PROCESSING PROCEDURES**

Any requirement for Hardware which exceeds \$400,000.00, GST/HST included, or any requirement for CPP provision of maintenance or consumables only, which exceeds \$200,000.00, or more complex requirements at any dollar value such as those across multiple sub-categories, or where there are large quantities of low dollar value Hardware, will be handled in accordance with either the Elevated Call-up Procedures or Request for Volume Discount Procedures described herein.

**E2.1 Resultant Document:** Documents issued by PWGSC as a result of an Elevated Call-up or an RVD process may be in the form of a Call-up against a Standing Offer, a Contract, , a client or project specific Price List, or an alternative document. The form of resulting document will be specified in any RVD.

**E2.2 Terms and Conditions:** The terms and conditions of the applicable NMSO will apply to and form part of any document issued as a result of an Elevated Call-up or RVD. Additional terms and conditions applicable to the specific client may also apply but will be indicated in the issued RVD or agreed upon by the Offeror in the case of an elevated Call-up.

**E2.3 Elevated Call-up Procedures:** For any requirement for CPP provision of consumables which exceeds \$200,000.00 and for any requirement for Hardware which exceeds \$400,000.00 and where the Identified User wishes to purchase Hardware from the Best Value Offeror whether by Sub-Category or in aggregate, or where RVD procedures are not appropriate because only one offeror's Hardware is capable of meeting the legitimate technical requirements of the Identified User, the Standing Offer Authority reserves the right to negotiate the rates and prices with the Offeror.

Where the Standing Offer Authority determines that the available NMSO or negotiated prices do not represent good value considering the volume, the Standing Offer Authority may use other methods of supply to fulfill the requirement.

## **E2.4 Request for Volume Discount (RVD) Procedures**

**E2.4.1 RVD Application:** Any requirement for Hardware which exceeds \$400,000.00, GST/HST included, or any more complex requirements at any dollar value such as those across multiple sub-categories, or where there are large quantities of low dollar value s, may be submitted to PWGSC in a funded PWGSC 9200 "Requisition for Goods and Services" form for processing as a Request for Volume Discount (RVD). The Request for Volume Discount process allows Offerors to confirm to PWGSC their best and final offer in respect of a specific requirement for one or more Identified Users.

The requisition must contain:

1. generic minimum specifications for the Hardware including any options or additional equipment;
2. the number of Hardware products required for each set of minimum specifications;
3. whether the Hardware will be purchased or leased or any combination of;
4. details of increased or additional services or reports, if required;
5. the destination details for all products required including any special shipping instructions;
6. the Commitment Period requested for the Hardware in the case of lease;
7. Hardware Maintenance Period in the case of purchase;
8. CPP requirements and estimated monthly print and copy volumes;
9. details of the funding committed;
10. a signed Business Case, if required;
11. the required authority signatures and contact details.

**E2.4.2 RVD Processing:** In the case of a Request for Volume Discount, PWGSC will review the specifications to determine which NMSO Hardware products meet the minimum generic specifications. A minimum of three NMSO vendors must have qualified Hardware to proceed with an RVD. If fewer than three vendors carry qualified Hardware, the RVD process will not be used and the requirement should be handled as an open competitive RFP in accordance with Canada's contracting policies and regulations.

**E2.4.3 Recipients of an RVD:** The RVD will be sent by PWGSC to all offerors who hold a Standing Offer in the relevant Sub-Category(ies) and are listed in the selected Sub-Category(ies) (active and Inactive) at the date and time the RVD is issued (or to those offerors that meet all the applicable security requirements). Eligible offerors will be determined on the date the RVD is issued by verifying the IPMG website.

**E2.4.4 RVD Period:** The RVD Period will vary depending on the complexity of the requirement and on whether a Bidders' Conference or Site Visit would be required. The minimum period to submit a response to an RVD will be 5 working days.

**E2.4.5 RVD Qualified Products:** All Hardware proposed for in response to an RVD must have completed bench marking and be listed on the NMSOs as Active or Inactive, although the deconfigured unconnected version of a listed Hardware may be offered if deconfiguration/reconfiguration rates were provided at the time of the initial offer and the requirement is for an unconnected unit.

The Hardware proposed for delivery in the RVD Response must be identical to the Offeror's NMSO Hardware including authorized Additional or Reconfiguration items (as applicable) that have been approved and authorized for supply under this NMSO, as identified on the IPMG website at the time the RVD was issued by PWGSC, unless:

1. it is otherwise expressly stated in the RVD; or
2. the specifications listed in the RVD exceed the specifications in this NMSO.

Proposed Hardware must be approved and authorized for supply under this NMSO. For greater certainty, Hardware that has been the subject of requests for substitutions may not be proposed for delivery in response to an RVD, even if approved, unless they are listed on the IPMG website at the time the RVD is issued by PWGSC.

If the RVD requests enhancement(s) to the NMSO Hardware specifications for any Sub-Category, the Offeror must offer either the requested enhancement or the Offeror's existing approved and listed Hardware specifications in that Category, whichever is greater.

For proposed products that are not listed in the NMSO, the RVD Response must include technical specification sheets or the specific URL address for the technical specifications demonstrating that the offered meets the requirements of the RVD and the NMSO.

**E2.4.6 Desirable Features:** An RVD may specify desirable features that will be taken into account in selecting the Offeror for Call-up. RVD responses which propose equipment having the stipulated desirable features will receive a deemed percentage reduction to their RVD evaluated price. A maximum of 3% for any single desirable feature will apply, with an aggregate maximum overall reduction to an offeror's quoted price of 10%. PWGSC will apply the price reduction to the quoted price(s) and offerors are not required to do so in their RVD responses. These price reductions will be used only for the purposes of selecting an offeror for Call-up and will not affect the price chargeable if a Call-up is issued. The overall price for each RVD response for selection purposes will be determined by the total aggregate price of all items listed in the RVD response, minus any applicable reduction percentages for desirable features offered in the RVD response. Any desirable features and the associated price evaluation reduction percentage, if any, will be set out in individual RVDs.

**E2.4.7 Non-Standing Offer Items:** PWGSC reserves the right to add Non-Standing Offer items to any Call-up resulting from a RVD. These items must be provided at a price in accordance with the Offeror's current published price list less any applicable government discounts; otherwise the Non-Standing Offer items will not be included in the Call-up.

**E2.4.8 Standardization:** It may be preferable for an Identified User to standardize their Hardware requirements, and contract with one Contractor only, for a particular, make, model or manufacturer for a stated period of time in order to decrease technical and administrative overhead. The Request for Volume Discount process may be used to determine the standardized model or models, where there is sufficient competition within the standing offer, but this intention and the period of time for standardization must be indicated at the time of RVD issue. It will not be permitted to identify that a model or models will be the standard for the Identified User unless it has been identified as such in the RVD.

All other rules and procedures of the RVD will apply including the requirement for a full and sufficient justification of any specifications that may restrict competition in the identified category or categories. It will not be permitted to process an RVD for standardization if fewer than three (3) offerors can bid; in these cases, the requirement will be processed using other methods. As with all RVDs, compliance and compatibility testing (if required) will take place before the Hardware is accepted and before the call-up is made.

When a Request for Volume Discount process is used to acquire a Standardization requirement based on the Identified User's specific requirement, the Identified User may consider the awarded RVD model, including Additional or Reconfiguration items, as offering Best Value in the applicable Category for the specific requirements. Once any optional amounts have been exhausted, the Identified User may place subsequent Call-ups with the Offeror in the relevant Category listed in the RVD, at the unit price(s) listed on the IPMG site at the time that the subsequent Call-up is issued or at the negotiated rates by other means, with a Call-up limitation of \$400,000.00 including GST/HST. If the Offeror's Hardware in the relevant category becomes Inactive or if the Call-up exceeds \$400,000.00, only the Standing Offer Authority may place Call-ups for the Hardware and the Identified User must submit a funded requisition to PWGSC for the Call-up amount. The Offeror agrees not to accept any Call-ups, except from the Standing Offer Authority or from the client with written authorization from the Standing Offer Authority, while it is not an Active offeror.

If the Hardware identified for Standardization is subject to a Substitution during the time period of standardization, then the new model may be subject to compliance and compatibility testing if required by the Identified User. If the substituted fails to meet the minimum requirements of the original RVD, it will no longer be considered to be the standard for that Identified User.

**E2.4.9 Evaluation Criteria:** The recommended evaluation methodology for the RVD is the selection of the Hardware which achieves the lowest ratio of cost per Benchmark point. This method may not be used if Hardware from different sub-categories meets the specification as Benchmark results cannot be equitably compared across sub-categories, in which case an offeror may be selected for an RVD Call-up on the basis of "lowest price" or on the basis of "best value", if specified in the RVD. If the basis of selection is lowest price, the Offeror offering products that meet all the mandatory requirements at the lowest price, will be selected. If the basis of selection is "best value", applicable adjustments for any desirable features described in the RVD, will be used to determine who will be selected.

**E2.4.10 Socio-economic considerations:** The selection of an offeror for Call-up using an RVD process may be based on socio-economic considerations; desirable features may include qualities or supplier commitments that are consistent with Canada's commitments to the Procurement Strategy for Aboriginal Business, Green Procurement and Sustainable Development.

**E2.4.11 RVD Pricing:** All quoted prices must be in Canadian dollars. The quoted prices of NMSO items must not exceed the current ceiling prices of that offeror listed for that item on the IPMG website

**E2.4.12 RVD Respondents:** If the RVD response is being submitted by, or any portion of the Work will be performed by, an Authorized Reseller on behalf of the Offeror, the RVD response must include a completed Authorized Reseller Certification;

**E2.4.13 RVD Responses:** Only responses to RVDs that meet all of the RVD requirements will be considered by PWGSC for a Call-up:

**E2.4.14 Withdrawal of RVD Response by Offeror:** An offeror may withdraw its response to an RVD at any time prior to Call-up Award, in which case PWGSC will no longer consider that offeror's response, but may continue to consider all other responses.

**E2.4.15 Multiple Responses:** If an Offeror submits multiple responses to an RVD offering to supply the same Hardware (e.g., the Offeror has more than one of its Authorized Resellers submit responses as its agent), and the Offeror wishes to withdraw one of those responses, the PWGSC Standing Offer Authority reserves the right to require that all of the Offeror's responses offering the same System be withdrawn.

**E2.4.16 Cancellation of RVD:** PWGSC may cancel an RVD process at any time and may later re-issue the same or a similar RVD.

**E2.4.17 Only one response:** If only one response that meets the RVD requirements is received, Canada may request that the Offeror submit price support in the form of one or more of the following:

1. a current published price list and the percentage discount available to Canada;
2. paid invoices for like goods or services (like quality and quantity) sold to other customers; and
3. a price certification from the Offeror.

If Canada determines that the prices being offered by do not represent good value to Canada, Canada reserves the right to reject the response or negotiate with that Offeror.

**E2.4.18 Multiple Call-ups Resulting from RVD Process:** Canada reserves the right to award the total or a portion only of the RVD requirement to the successful Offeror whenever advantageous to Canada.

**E2.4.19 Compatibility Sub-Test:** PWGSC may require that the Offeror demonstrate through testing (including compatibility testing) that any items that it proposes to deliver in response to an RVD meet the RVD specifications. Canada is not obligated to test the Hardware offered.

**E2.4.20 Negotiation:** Further negotiations may be conducted before issuing a Call-up resulting from an RVD. Any negotiations will be conducted by the Standing Offer Authority specified in the RVD.

**E2.4.21 Notification of RVD Results:** All Offeror/Authorized Resellers who respond to an RVD will be notified in writing of the outcome of the RVD process. This notice will include the following information:

1. RVD Number;
2. Offeror(s) selected for Call-up ;
3. Value of Call-up;
4. Number of RVD responses received by PWGSC;
5. Best and Final Evaluated Price of the Offeror to whom the notification is being sent; and
6. Best and Final Evaluated Price of the Offeror selected for Call-up.

Unless required to do so by a court or other body of competent jurisdiction, Canada will not disclose the unit prices quoted by an Offeror in response to an RVD. Nor will Canada identify in the notification of RVD results the specific quantities of items subject to the Call-up.

### **RVD AUTHORIZED AGENT CERTIFICATION SUBMISSION FORM**

#### **AUTHORIZED AGENT CERTIFICATION (if applicable)**

The NMSO Offeror agrees and acknowledges that:

1. The NMSO Offeror's authorization of the NMSO Reseller to act as its agent in respect of this NMSO does not amend, diminish, or modify any of the responsibilities of the Offeror under the NMSO or the contracts issued against this NMSO (including those issued to the NMSO Offeror through issuance to the Offeror's agent, the NMSO Reseller).
2. It is the responsibility of the NMSO Offeror to ensure that the NMSO Reseller conforms to the terms and conditions of the NMSO. If the NMSO Reseller fails to fulfill the obligations of any contract resulting from this RVD, the NMSO Offeror will, upon written notification from the PWGSC Standing Offer Authority, complete and fulfill those obligations directly at no additional cost to Canada.
3. In accordance with the provisions of the NMSO, if at any time during the performance of any contract resulting from the above noted RVD or a Call-up issued directly by the PWGSC Standing Offer Authority, the NMSO Offeror terminates its agency relationship with the NMSO Reseller, it will advise Canada and will fulfill the obligations under the contract directly. Despite such a notice, any amounts paid by Canada to the NMSO Reseller in good faith will be deemed to have been received by the NMSO Offeror.

The NMSO Offeror certifies that the "NMSO Reseller" has been designated as its agent under the NMSO and continues to be its authorized agent for the purposes of receiving and fulfilling Call-ups and receiving payments.

By signing below, the NMSO Offeror and the NMSO Reseller both confirm that, if a Contract is issued to the NMSO Offeror as a result of this RVD, the contract will be executed by [check one]:

\_\_\_\_\_ the NMSO Offeror; or

\_\_\_\_\_ the NMSO Authorized Agent,  
who will execute the contract in its capacity as agent of the NMSO Offeror.

The Offeror must indicate to whom the contract is to be issued; in the absence of such an indication, the contract will be issued directly to the NMSO Offeror rather than to its agent.

On behalf of the Responder, by signing below, I confirm that I have read the entire RVD including the documents incorporated by reference and I certify that:

1. The Responder considers itself and its Hardware able to meet all the mandatory requirements described in the RVD;
2. The prices submitted in response to this RVD are correct and are valid in all respects for a period of 90 days from the date of the response to this RVD;
3. All the information provided in the response is complete, true and accurate; and
4. If the Responder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the RVD.

**Signature of Authorized Representative of Offeror:**

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Buyer ID - Id de l'acheteur

van576

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EZ107-120003

File No. - N° du dossier

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CCC No./N° CCC - FMS No/ N° VME

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<b>Signature of Authorized Representative of Authorized NMSO Agent (if applicable)</b>	
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## ANNEX F REQUEST FOR HARDWARE SUBSTITUTION/PRICE REVISION REQUEST

**F1 Request for Hardware Substitution:** The Offeror agrees and understands that Canada reserves the right to accept or reject any proposed substitutions. The Offeror agrees that no substitute items will be shipped until formally authorized by PWGSC in writing.

**F2 Notification of Request for Substitution:** To initiate the substitution procedure, the Offeror must submit by e-mail or paper copy, a Request for Substitution to the PWGSC Standing Offer Authority (or their Designate), in accordance with schedule posted on the Best Value Grid on the IPMG website, giving full details about the proposed change, including:

NMSO Number: \_\_\_\_\_  
 Offeror: \_\_\_\_\_  
 Hardware to be removed: \_\_\_\_\_  
 Hardware Sub-Category: \_\_\_\_\_  
 Hardware Name and Model: \_\_\_\_\_  
 Part Number: \_\_\_\_\_  
 To be substituted by (where applicable): \_\_\_\_\_  
 Proposed Hardware Name and Model: \_\_\_\_\_  
 Part Number: \_\_\_\_\_  
 Nature of Change / Reason for Substitution: \_\_\_\_\_

Date of Request: \_\_\_\_\_  
 The date from which the Hardware will be available for testing  
 and,  
 The desired Hardware and Pricing Refresh Date for posting, if accepted

Offeror's Signature: X \_\_\_\_\_ The Offeror must provide a signed certification of the substitution request.

**F3 Substitution Submission:** This request must be accompanied, or closely followed, by full electronic or paper copy documentation including:

- (i) a printout (from the INTERTEK secure submission web site) of the Technical Details for the Hardware offered, including the signed certification that the Hardware meets or exceeds the base specification(s) of the sub-category into which it is being substituted;
- (ii) a printout (from the INTERTEK secure submission web site) of the Financial Details for Hardware offered, in accordance with the guidelines of the initial RFSO.
- (iii) Technical Documentation:
- (iv) A completed Substantiation of Compliance Form for the appropriate Sub-Category (ies)
- (v) Advertising and technical literature that substantiates the compliance of the Hardware with each and every mandatory requirement in Annex A for the appropriate Category and Sub-Category (including the overall Mandatory General Specifications set out in Annex A). Offerors are requested to indicate the page and paragraph number where substantiation regarding each of the mandatory requirements in Annex A can be found.
- (vi) proof of English and French or bilingual (English/French) user manuals (either the Index or Table of Contents is sufficient).
- (vii) Proof that the Hardware:

- a) is certified by the Canadian Standards Association (CSA) or Underwriters Laboratory Canadian equivalent (ULC) or Underwriters Laboratory Inc. (ULI) in accordance with the requirements of the Canadian Electrical Code, Part I;
- b) is certified by the manufacturer as complying with the Class A or B limits for radio noise emissions from digital apparatus set out in the Interference Causing Equipment Standard (ICES-003) of Industry Canada, or US FCC Class A or B equivalent emission limits for digital apparatus as set in the Radio Interference Regulations;
- c) is Energy Star qualified at the time of acceptance. The vendor must ship all Hardware with the Energy Star low-power feature activated or enabled;
- d) is manufactured in facilities that are both ISO 9001:2009 (or later) and ISO 14001 certified.

**F4. Request for Price Revision:** The Offeror agrees and understands that Canada reserves the right to accept or reject any proposed price revisions.

**F5. Notification of Request for Price Revision:** To initiate the price revision, the Offeror must submit by e-mail or paper copy, a Request for Price Revision to the PWGSC Standing Offer Authority (or their Designate), in accordance with schedule posted on the Best Value Grid on the IPMG web site, giving full details about the proposed change, including:

General Information

NMSO Number: \_\_\_\_\_

Offeror: \_\_\_\_\_

Permanent Price Revision

OR

Promotional Price Revision

Permanent Price Revision

Hardware Sub-Category: \_\_\_\_\_

Hardware Name and Model: \_\_\_\_\_

Additional Item (if applicable) Name and Model: \_\_\_\_\_

Part Number: \_\_\_\_\_

Current Prices for all products being reduced: \$ \_\_\_\_\_

New Prices for all products (must be lower than Current Prices): \$ \_\_\_\_\_

Promotional Price Revision

Hardware Sub-Category: \_\_\_\_\_

Hardware Name and Model: \_\_\_\_\_

Additional Item (if applicable) Name and Model: \_\_\_\_\_

Part Number: \_\_\_\_\_

Current Prices: \$ \_\_\_\_\_

New Price (must be lower than Current Prices): \$ \_\_\_\_\_:

Promotion start date:

Promotion end date:

Offeror's Signature: X \_\_\_\_\_ The Offeror must provide a signed certification of the price revision request

**F6. Price Revision Submission:** This request must be accompanied, or closely followed, by full electronic or paper copy documentation including a printout (from the INTERTEK secure submission web site) of the Financial Details for Hardware offered, in accordance with the guidelines of the initial RFSO.

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Buyer ID - Id de l'acheteur

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Client Ref. No. - N° de réf. du client

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**IN CASE OF ANY DISCREPANCIES IN THE DETAILS SUBMITTED FOR HARDWARE  
SUBSTITUTION OR PRICE REVISIONS, THE ORIGINAL DOCUMENTS RETAINED BY THE PWGSC  
STANDING OFFER AUTHORITY WILL PREVAIL.**

## ANNEX G

### LIST OF SALES AND SERVICE OUTLETS

#### G1. LIST OF SALES AND SERVICE OUTLETS

The list of authorized Lease Outlets, Sales Outlets, CPP Outlets and Service Outlets should be submitted in both spreadsheet format (.xls or .123 format) on a CD-ROM and hard copy format, in both English and French as separate files. The list(s) is required in the List format detailed below. The list(s) is required to include the information in the order detailed below and should be sorted by:

- (a) Region
- (b) Province
- (c) City (alphabetically)
- (d) Supplier Name (alphabetically)

The information provided will be published on the IPMG web site within a PWGSC template. Offerors may identify dealers that meet the Aboriginal Affairs Northern Development's (AANDC) definition of Aboriginal business by inserting an (A) following the name of the Company. Information on the definition can be found at: [http://www.ainc-inac.gc.ca/SAEA-psab/pub/polinf/index\\_e.html](http://www.ainc-inac.gc.ca/SAEA-psab/pub/polinf/index_e.html).

#### G2. LIST FORMAT

Bolded words and acronyms are to be included in the finished listing(s). For all sales outlets that are not the Offeror's own offices, but are NOT Authorized Agents of the Offeror, the Offeror must make this clear in the list provided.

English listing: (please use the following as column titles in the order that they appear)

Region  
Province  
Company  
PBN  
Address  
City  
Postal Code  
Telephone  
Fax  
Primary Contact  
Email  
Lease (Y/N)  
Sales (Y/N)  
Service (Y/N)  
CPP - Consumables only (Y/N)  
CPP - Service and Consumables (Y/N)  
Aboriginal Business - (Y/N)

French Listing: (please use the following as column titles in the order that they appear)

Région  
Province  
Compagnie  
NEA  
Address  
Ville  
code postale

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Téléphone

Fax

contact primaire

Courriel

Location (O/N)

Vente (O/N)

Service (O/N)

PPC - Consumables only (O/N)

PPC - service et consommables (O/N)

Entreprise autochtone (O/N)

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**ANNEX H**  
**STANDING OFFER ACTIVITY REPORT**  
**ACTUAL REPORT FORMAT IS LIKELY TO CHANGE BEFORE RFSO ISSUANCE**

**SUMMARY REPORT**

NMSO Number:					Offeror:			
Quarter:								
Sub-Category	Number of Call-ups	Number of products Purchased	Number of products Leased	Total Value of Hardware Sales for Quarter	Total Estimated Value (FMR)	Total Value of CPP Sales for Quarter	Total Value of Sales for Quarter	Total Value of NMSO Sales to date
				\$	\$	\$	\$	\$
				\$	\$	\$	\$	\$
				\$	\$	\$	\$	\$
				\$	\$	\$	\$	\$
				\$	\$	\$	\$	\$
				\$	\$	\$	\$	\$
				\$	\$	\$	\$	\$
				\$	\$	\$	\$	\$
				\$	\$	\$	\$	\$
				\$	\$	\$	\$	\$
<b>Quarterly Total</b>	<b>#</b>	<b>#</b>		<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>

**DETAILED REPORT**

NMSO Number:				Offeror:								
Quarter:				(1st quarter is April 1 to June 30, 2nd is July 1 to September 30, 3rd is October 1 to December 31, and 4th quarter is January 1 to March 31.								
Category(ies)	Requesting Department	Destination Postal Code	Order Number (Call-up)	Hardware Model/Option	Part Number	Item Quantity	Purchase or Lease	Commitment period/warranty period	Date of Order	Date of Delivery	CPP Usage	Value of Order
												\$
												\$
												\$
												\$
												\$
												\$
												\$
												\$
Quarterly Total												\$

Reports must be submitted as per the article entitled "Standing Offers Reporting". Reports will be sent to SO holders in Excel (XLS) format and may differ from the details shown here.

## ANNEX I BENCHMARK TESTING

***Note to Offerors: The Benchmark Testing Procedures and Fees described in this Annex will apply to the evaluation of Offers as well as to proposed substitutions during the Standing Offer Period.***

### 11. OVERVIEW

Benchmark tests on offered Hardware is mandatory and must be conducted as part of the evaluation. The Benchmark tests must be conducted by the testing authority, INTERTEK Canada Corp, (formerly known as NSTL Canada Corp. (NSTL)), at the INTERTEK test site located in the National Capital Area. The benchmark procedures have been established in cooperation with INTERTEK. All questions and concerns about these procedures must be addressed to the Standing Offer Authority. Failure to comply with the benchmark test procedures may result in disqualification of an Offer without further notice.

### 12. NATURE OF TESTING

The benchmark testing procedure is not a pass/fail evaluation, unless the benchmark testing reveals that a printer does not meet a mandatory requirement of the solicitation. It is used to generate a score based on the performance (speed), quality of output, features and usability of the Hardware. This score is used in the determination of Value Factor. The data generated through the benchmark testing will be used for evaluation and posted on the IPMG web site.

### 13. BENCHMARK TEST SCHEDULE

Canada will submit a list of Hardware to be benchmarked to INTERTEK. INTERTEK, in cooperation with the PWGSC Standing Offer Authority, will then draw up the Benchmark Test Schedule. Offerors will be notified by e-mail and/or facsimile of the Benchmark Test Schedule, at least seven (7) calendar days in advance. The notification will include the schedule of delivery dates for each Product to be tested, and detailed instructions regarding delivery of test units, supplies, documents and payments required for the benchmark tests. Failure to deliver the equipment and other items on the specified date(s) and time will result in disqualification if INTERTEK, in its sole discretion, determines that extending the deadline will have an impact on the overall testing schedule.

### 14. HARDWARE DELIVERED FOR TESTING

- (a) Hardware delivered for testing should be accompanied by:
  - (i) full payment for all tests;
  - (ii) the completed INTERTEK Features Questionnaire (available through the Internet before the test period begins);
  - (iii) a qualified technician to set up and configure the equipment; and
  - (iv) a complete set of the user manuals normally provided by the Offeror or the OEM, in both English and French (or bilingual), both for verification and for use during the testing.
- (b) Hardware should be delivered with a 10' cable for the Centronics parallel interface. Hardware that has both a USB and a parallel interface should be delivered with USB and parallel cables. USB-only Hardware must incorporate a USB port and include a USB cable.
- (c) The Offeror should also supply two (2) sets of appropriate imaging consumables (not including paper).

(d) Hardware submitted into network categories should include a card and cable for Ethernet 10/100 or 100 Base T.

(e) Any Hardware products delivered without all of the above may not be tested by INTERTEK until all of the above items are received.

(f) Each Hardware product supplied for benchmark testing must meet or exceed the Technical Specifications in Annex A and the Hardware Details and must be identical to the Hardware described in the Offer.

## **15. INSTALLATION AND CONFIGURATION FOR BENCHMARK TESTING**

(a) It is the Offeror's responsibility to install, set up and test the Hardware at the INTERTEK testing site before benchmark testing.

(a) It is the Offeror's responsibility to ensure that Hardware is delivered to the Benchmark test site on the appointed date by 2PM EST.

(a) Offerors setting up more than 1 Hardware product are expected to bring sufficient staff to complete all set-ups according to the following guidelines:

(i) 4 hours for up to 8 machines;

(ii) 8 hours for up to 16 machines; and

(iii) 12 hours for over 16 machines.

(a) Failure to set up the Hardware within these time frames will result in disqualification if INTERTEK, in its sole discretion, determines that extending the deadline will have an impact on the overall testing schedule.

## **16. INADEQUATE OR MALFUNCTIONING HARDWARE**

(a) If the Hardware set up for benchmark testing does not function in compliance with the Hardware Technical Specifications in Annex A and/or the technical specifications described in the Offer, or is found to be different from the Hardware described in the Offer, it will be removed, and a new appointment will be made to deliver an operational and/or compliant Hardware within 2 working days.

(b) If a Hardware product is unable to complete benchmark tasks with the offered memory and additional memory is required, the Offeror will be given an opportunity to increase the memory for further benchmark testing within 2 working days. If the Hardware completes benchmark testing with the increased memory, the Offeror must furnish this added memory for all Call-ups for the Hardware without increasing the price (if it is listed in a resulting Standing Offer) or withdraw the Hardware from consideration.

(c) If, at the end of this 2-working-day period:

(i) the Hardware or its replacement exhibits the same fault a second time;

(ii) the Hardware or its replacement exhibits another fault;

(iii) the addition of memory does not allow the printer to function in accordance with the Technical Specifications; or

(iv) the Offeror has failed to make the repair or submit the replacement or additional memory,

the Hardware will be eliminated from further consideration in all relevant Sub-Categories.

- (a) Upon request, INTERTEK will demonstrate any fault found during the benchmark tests.

## 17. RETURN OF HARDWARE AFTER TESTING

Hardware provided for testing may be required for up to 60 working days. After the Hardware has been tested, INTERTEK will contact the Offeror with a date and time for retrieving the Hardware from the test site. The Offeror must retrieve the Product from INTERTEK within an hour of the appointed date and time. Offerors are strongly advised to inform INTERTEK as soon as they become aware that they might not be able to make an appointment to deliver or retrieve Hardware.

## 18. CONTACT INFORMATION

Offerors may contact the following INTERTEK contact (collocated at PWGSC) for any matters concerning the logistics of benchmark testing (scheduling, etc.):

INTERTEK Canada Corp.  
c/o PWGSC/STAMS  
11 Laurier Street, Place du Portage, 4C2  
Gatineau, PQ K1A 0S5  
  
Contact: Jon Drummond  
jon.drummond@pwgsc.gc.ca  
Phone: 819.956.8355  
Facsimile: 819.956.1156

## 19. BENCHMARK TEST FEES

Benchmark tests must be conducted by INTERTEK Canada Corp. INTERTEK is not part of the Government of Canada. The Offeror may be required to enter into an agreement with INTERTEK regarding the testing. All costs associated with the benchmark testing are the Offeror's responsibility. The cost for benchmark testing each printer will be in accordance with the Schedule of Benchmark Costs identified below, and is payable by certified cheque made out to INTERTEK. The fees below will apply during initial evaluation, but may be subject to change during the Standing Offer Period. The fees below include GST.

A certified cheque in the amount required must be delivered to INTERTEK before benchmark testing commences. Offerors submitting more than one Hardware PRODUCT may present one cheque for all Hardware or one cheque for each group of Hardware submitted for testing. Hardware that is not paid for within 24 hours of set-up will not be tested.

### Standard Benchmark Test Fees (for new hardware)

Category 1	Monochrome Single Function Printers	Testing Fee (Tax included)	Rate	GST
1.1	Monochrome Network Page Printers, Letter/Legal (30 - 39 ppm)	\$2,520.00	\$2,400.00	\$120.00
1.2	Monochrome Network Page Printers, Letter/Legal (40 - 49 ppm)	\$2,520.00	\$2,400.00	\$120.00
1.3	Monochrome Network Page Printers, Letter/Legal (50 - 59 ppm)	\$3,255.00	\$3,100.00	\$155.00
1.4	Monochrome Network Page Printers, Letter/Legal (60+ ppm)	\$3,255.00	\$3,100.00	\$155.00

1.5	Monochrome Network Page Printers, Tabloid (30+ ppm)	\$2,520.00	\$2,400.00	\$120.00
<b>Category 2</b>	<b>Colour Single Function Printers</b>	<b>Testing Fee (Tax included)</b>	<b>Rate</b>	<b>GST</b>
2.1	Network Colour Page Printers, Letter/Legal (20 - 29 ppm colour)	\$3,570.00	\$3,400.00	\$170.00
2.2	Network Colour Page Printers, Letter/Legal (30 - 39 ppm colour)	\$3,570.00	\$3,400.00	\$170.00
2.3	Network Colour Page Printers, Letter/Legal (40+ ppm colour)	\$3,675.00	\$3,500.00	\$175.00
2.4	Network Colour Page Printers, Tabloid (30+ ppm colour)	\$3,675.00	\$3,500.00	\$175.00
<b>Category 3</b>	<b>Monochrome Printer/Copier Multifunction Devices (MFDs)</b>	<b>Testing Fee (Tax included)</b>	<b>Rate</b>	<b>GST</b>
3.1	Monochrome Printer/Copier MFDs, Letter/Legal (30-39 ppm)	\$3,675.00	\$3,500.00	\$175.00
3.2	Monochrome Printer/Copier MFDs, Letter/Legal (40 - 49 ppm)	\$3,675.00	\$3,500.00	\$175.00
3.3	Monochrome Printer/Copier MFDs, Letter/Legal (50+ ppm)	\$3,675.00	\$3,500.00	\$175.00
3.4	Monochrome Printer/Copier MFDs, Tabloid (30 - 39 ppm)	\$3,675.00	\$3,500.00	\$175.00
3.5	Monochrome Printer/Copier MFDs, Tabloid (40 - 49 ppm)	\$3,675.00	\$3,500.00	\$175.00
3.6	Monochrome Printer/Copier MFDs, Tabloid (50 - 59 ppm)	\$3,675.00	\$3,500.00	\$175.00
3.7	Monochrome Printer/Copier MFDs, Tabloid (60 - 69 ppm)	\$3,675.00	\$3,500.00	\$175.00
3.8	Monochrome Printer/Copier MFDs, Tabloid (70 - 79 ppm)	\$3,675.00	\$3,500.00	\$175.00
3.9	Monochrome Printer/Copier MFDs, Tabloid (80 - 89 ppm)	\$3,675.00	\$3,500.00	\$175.00
3.10	Monochrome Printer/Copier MFDs, Tabloid (90+ ppm)	\$3,675.00	\$3,500.00	\$175.00
<b>Category 4</b>	<b>Colour Printer/Copier Multifunction Devices (MFDs)</b>	<b>Test Fee Tax included)</b>	<b>Rate</b>	<b>GST</b>
4.1	Colour Printer/Copier MFDs, Letter/Legal (30 - 39 ppm colour)	\$4,200.00	\$4,000.00	\$200.00
4.2	Colour Printer/Copier MFDs, Letter/Legal (40 - 49 ppm colour)	\$4,200.00	\$4,000.00	\$200.00
4.3	Colour Printer/Copier MFDs, Tabloid (30 - 39 ppm colour)	\$4,200.00	\$4,000.00	\$200.00
4.4	Colour Printer/Copier MFDs, Tabloid (40 - 49 ppm colour)	\$4,200.00	\$4,000.00	\$200.00
4.5	Colour Printer/Copier MFDs, Tabloid (50 - 59 ppm colour)	\$4,200.00	\$4,000.00	\$200.00
4.6	Colour Printer/Copier MFDs, Tabloid (60+ ppm colour)	\$4,200.00	\$4,000.00	\$200.00

**Additional Benchmark Test Fees (for existing hardware)**

Test Name	Category	Test Fee (Tax included)	Rate	GST	Test Description
P/DupFU	Cat. 4	\$3,570.00	\$3,400.00	\$170.00	Color performance and quality - verification of F/U (would apply to a machine being submitted at a later date for another category)
P/DupFU2	Cat. 2 Cat. 3	\$2,940.00	\$2,800.00	\$140.00	Color performance and quality - verification of F/U (would apply to a machine being submitted at a later date for another category)
P/DupFU3	Cat. 1.3 Cat. 1.4	\$1,890.00	\$1,800.00	\$90.00	Color performance and quality - verification of F/U (would apply to a machine being submitted at a later date for another category)
P/DupFU4	Cat. 1.1 Cat. 1.2 Cat. 1.5	\$1,575.00	\$1,500.00	\$75.00	Color performance and quality - verification of F/U (would apply to a machine being submitted at a later date for another category)
Perform	Cat 4	\$1,890.00	\$2,800.00	\$90.00	For any model being tested for just performance (same features/usability/quality)
Perform2	Cat. 2 Cat. 3	\$2,100.00	\$2,200.00	\$100.00	For any model being tested for just performance (same features/usability/quality)
Perform3	Cat. 1.3 Cat. 1.4	\$1,260.00	\$1,200.00	\$60.00	For any model being tested for just performance (same features/usability/quality)
Perform4	Cat. 1.1 Cat. 1.2 Cat. 1.5	\$1,050.00	\$1,000.00	\$50.00	For any model being tested for just performance (same features/usability/quality)
DupP/Q/FU	MFD's	\$1,470.00	\$1,400.00	\$70.00	Only Quality/Features/Usability have to be done
DupP/Q/FU	Non MFD's	\$1,155.00	\$1,100.00	\$55.00	Only Quality/Features/Usability have to be done
Q/F_or_U	Any Cat.	\$735.00	\$700.00	\$35.00	For any model being tested for One of: Quality, Features, OR Usability to be done
Dup/Trans	Any Cat.	\$525.00	\$500.00	\$25.00	For any model being tested for more than one Sub-Category, if the model is configured identically in each Sub-Category for which it is offered (so that the benchmark tests can be run just once)

## 110. BENCHMARK TESTING AND SCORING METHODOLOGY

INTERTEK technicians will evaluate each Hardware product submitted to the benchmark as follows:

Testing will consist of:

- Performance
- Features
- Usability

- Quality

### 110.1 Overall Hardware Score Methodology

An overall score for each Hardware product will be derived by averaging the weighted scores for each of the four major INTERTEK tests: speed, quality, features and usability. The final overall scores are presented on a scale from 1 to 10, with 10 representing the best possible score in a single category.

Test	Weight
Speed	25%
Quality	25%
Features	25%
Usability	25%

### 110.2 Speed Scoring Methodology

The Speed of each Hardware product will be tested using a series of predetermined files. INTERTEK uses a number of real world application files in order to give a more realistic indication of the printer capabilities. The files were created using Microsoft office, Adobe Acrobat, and AutoCAD applications. Each file type contains one or more of the following elements: graphics sparse text, dense text, fonts, bit-mapped images. The Microsoft Word document contains text, embedded Excel charts, and graphic images. The Microsoft Excel document contains a combination of simple spreadsheets, and a variety of charts. The PowerPoint file is a basic presentation including text and graphics. The Adobe Acrobat PDF file is similar in form to many PDF files in use today, it contains a combination of text and graphics.

A Hardware product's raw score on any given test is the time it takes to generate one of the predetermined files. All tests will be performed at least twice to check for relative consistency. All raw scores will be recorded in number of seconds. If the speed times for two runs of the test vary more than 5%, INTERTEK will rerun the test until two scores obtained are within a 5% degree of variance.

### 110.3 Quality Scoring Methodology

INTERTEK rates the quality of all Hardware using the following test categories, where applicable:

#### Monochrome objectives

#### Colour objectives

The quality of each Hardware product is evaluated by INTERTEK using the output from several Postscript files. Quality testing will be conducted at the highest resolution and quality settings available for the product. In order to create comparable quality tests for printers which may not have PostScript capability, INTERTEK has developed its own PostScript interpreter, as a part of its' test suite. The quality output contains both subjective and objective scoring. However, the subjective scoring applies only to the colour Hardware.

#### Objective tests:

The monochrome quality tests consist of a series of pages containing such elements as a photographic image, text in a wide range of sizes, and a variety of circles and horizontal and vertical lines. These tests also stress more esoteric features, such as the Hardware's paper-handling ability and how well the

Hardware displays reversed (white on black) text and graphics. These tests demonstrate a Hardware product's suitability for graphics-oriented applications. The colour quality test examines the ability of the hardware to print a wide range of hues as well as to blend between the hues. It also examines ink placement problems - the ability of the Hardware to accurately place lines without misregistration or smearing. These tests are self-scoring and absolute in that each score is only a function of the particular Hardware's abilities, it does not compare one Hardware product against another.

#### **Subjective tests:**

One output consists of a set of five photographs scanned on an HP IICX scanner. They were scanned at 200x200 dpi, 24 bits per pixel. Two other images are composites of photographs scanned at 600x600 dpi. The files are full-page images, a bit larger than 8.5x11 inches. The quality of these pages are judged relative to the other printers in the grouping. When quality output from all Hardware in a category is completed, an INTERTEK technician will group the output into different categories. Although output will be marked on the back to identify the Hardware from which it came, the tester evaluating the quality of the output on the printed side of each sheet will not know what Hardware produced any given sheet of output. The technician will judge each element of the output in a given category on a scale of 1 to 5, with 1 representing the relatively worst output and 5 representing the relatively best output.

Each quality output file will be generated on both paper provided by the Offeror and transparencies.

To calculate the overall quality score for each Hardware product, the ratings assigned to each major element will be averaged for each image printed; an average of all of the scores will be calculated to achieve a score for both vendor paper and transparencies. The scaled quality score will be calculated, by multiplying the scaled objective score by 0.8 and adding the result to 0.2 times the scaled subjective score.

The final score for each Hardware product will be adjusted to a 10-point scale for easy comparison. An overall quality score of 10 thus represents the highest possible score for a Hardware product in a category.

#### **110.4 Features Scoring Methodology:**

Prior to the beginning of benchmark testing, Offerors will be issued a features questionnaire for each Hardware product they are submitting. The questionnaire will consist of more than 40 items for which Offerors specify the particular attributes for each hardware product. During the course of benchmark testing, INTERTEK technicians will review the features questionnaire and verify the responses against the Hardware and documentation which will be provided for the benchmark. Individual features for each Hardware product are tabulated in the results section of the report.

The verified features for each Hardware product will be scored according to the following methodology. A number of items are assigned weights and scored (e.g., auto switching between ports). Weighted items are assigned a weight from 0.5 to 2. Exact weights for each item will be found in the first column of the features table in the data section of the report. A Hardware product receives a score of "1" for each weighted feature it includes. The Hardware receives a score of "0" for each weighted feature it does not include. If an item is listed as optional, the printer receives a score of ".5" for that item. All items for each Hardware product are then multiplied by the corresponding weight and compared to the total possible number of points for the category. The final score for each Hardware product will be adjusted to a 10-point scale for easy comparison. An overall features score of 10 thus represents the highest possible score for a Hardware product on the features questionnaire.

Many of the items in the questionnaire are included for informational purposes only and are not used in the computation of the features score (e.g., voltages supported).

**I10.5 Usability Scoring Methodology:**

During the course of benchmark testing, INTERTEK technicians will review and score each Hardware product on a number of predefined usability criteria. The INTERTEK technicians will work with the Hardware and documentation to perform some basic tasks such as setting up the Hardware, loading paper and changing some items on the Hardware's setup/control menu. Points will be assigned based on the functionality and ease of use of the Hardware.

An overall usability score will be derived by averaging the scores for all items. The final score for each Hardware product is adjusted to a 10 point scale for easy comparison. An overall usability score of 10 thus represents the highest possible score for a Hardware product on the usability questionnaire.

## **ANNEX J**

### **EVALUATION, VALUE FACTOR AND BASIS OF SELECTION**

#### **J1 EVALUATION AND SELECTION PROCESS**

**J1.1 Phases of Evaluation:** There are several phases in the evaluation and selection process, which are described below. Even though the evaluation and selection process will be conducted in phases, the fact that Canada has proceeded to a later phase will not mean that Canada has conclusively determined that the Offeror has successfully passed all the previous phases. Canada reserves the right to conduct phases of the evaluation and selection process concurrently.

##### **J1.1.1 Phase 1 - Technical Evaluation**

Evaluation of Compliance to Mandatory Requirements: Each Offer will be reviewed for compliance with the mandatory requirements of the solicitation. All elements of the solicitation that are mandatory requirements are identified specifically with the words "must" or "mandatory". Offers that do not comply with each and every mandatory requirement will be considered non-responsive and be disqualified. Claims in an offer that a future upgrade or release of any of included in the offer will meet the mandatory requirements of the solicitation, where the upgrade or release is not available at closing, will not be considered.

#### **J2 HARDWARE BENCHMARK TESTING**

Once it is determined that offerors meet the mandatory requirements of the RFSO and that the Hardware offered by these Offerors meet the mandatory Hardware Technical Requirements, a list of Hardware will be submitted to INTERTEK, who will, in cooperation with the PWGSC Standing Offer Authority, develop the Benchmark Test Schedule. The Offerors will then be notified when to deliver their Hardware for testing, in accordance with the Annex entitled "Benchmark Testing and Set-up Procedures".

The maximum Benchmark Score for each is 10. See Annex J, Benchmark Scoring and Testing Methodology, for details on the scoring methodology and allocation of points.

#### **J3 DEFINITION OF "VALUE FACTOR"**

"Value Factor" is the term used in this Standing Offer to define the calculations used to determine the Hardware offering the best value to the Government of Canada, based on the evaluated price and the benchmark score for the Hardware.

Hardware will be evaluated using three Value Factors per Sub-Category. A "Value Factor for Hardware Lease", a "Value Factor for Hardware Purchase", and a "Combined Hardware Value Factor".

The best Value Factor in all cases is defined as the Hardware with the lowest score for Value Factor in accordance with this Annex.

The Combined Hardware Value Factor will be the weighted (50%) sum of the Value Factor for Hardware Lease and the weighted (50%) sum of the Value Factor for Hardware Purchase..

The Combined Hardware Value Factor will be determined in order to select Offerors for issuance of resulting Standing Offers and to determine the Active Offerors during each two-month period following a Standing Offer Refresh.

The Value Factor for Hardware Lease and the Value Factor for Hardware Purchase will be determined in order to determine the applicable Call-up Limitations for Hardware for lease and purchase separately.

The Value Factor for Hardware Lease and the Value Factor for Hardware Purchase will each be calculated based on two elements:

1. the Evaluated Price (calculated for each Value Factor as set out below); and
2. the total Benchmark Score.

The best Value Factor determined at the time of a Call-up may depend on the exact configuration required to meet the Identified User's requirements. If substantial reconfiguration is required, a recalculation of the applicable Value Factors will be completed for the specific requirement.

#### **J4 Calculation of the Evaluated Price for Hardware Lease**

Within each Sub-Category of Hardware the "Evaluated Price for Hardware Lease" is the sum of (a) through (d) below:

(a) The "Calculation of the Total Monthly Rate Cost" which is calculated as follows:

1. the applicable Base FMR associated with a 24 Month Commitment Period multiplied by 24, plus
2. the applicable Base FMR associated with a 36 Month Commitment Period multiplied by 36, plus
3. the applicable Base FMR associated with a 48 Month Commitment Period multiplied by 48, plus
4. the applicable Base FMR associated with a 60 Month Commitment Period multiplied by 60.

The sum of which will be divided by 4.

The FMR includes the Hardware configured to meet all of the requirements of Annex A, Hardware Technical Specifications and delivery, installation, user manuals, an initial set of Imaging Consumables, the removal and surrender for Canada's ownership of the Hard Drive (if removable) or Hard Drive wiping to the End Users satisfaction (if not removable), on-site Hardware Maintenance Services, and removal of the equipment at the end of the lease period.

(b) The CPP (Consumables and Maintenance) Cost Factor (the total estimated CPP costs in accordance with the estimated copy/print volumes for each Sub-Category as detailed in the article entitled "Estimated Monthly Copy/Print Volumes by Sub-Category".

For Monochrome Sub-Categories the CPP Cost Factor is calculated as follows:

1. the Monochrome CPP (Consumables and Maintenance) Rate multiplied by the Estimated Monthly Copy/Print Volumes multiplied by 24, plus
2. the Monochrome CPP (Consumables and Maintenance) Rate multiplied by the Estimated Monthly Copy/Print Volumes multiplied by 36, plus
3. the Monochrome CPP (Consumables and Maintenance) Rate multiplied by Estimated Monthly Copy/Print Volumes multiplied by 48, plus
4. the Monochrome CPP (Consumables and Maintenance) Rate multiplied by Estimated Monthly Copy/Print Volumes multiplied by 60.

The sum of which will be divided by 4.

For Colour Sub-Categories the CPP Cost Factor is calculated as follows:

1. The Colour CPP (Consumables and Maintenance) Rate multiplied by the Estimated Monthly Copy/Print Volumes for colour pages multiplied by 24, plus the Monochrome CPP (Consumables and Maintenance) Rate multiplied by the Estimated Monthly Copy/Print Volumes for monochrome pages multiplied by 24; plus
2. The Colour CPP (Consumables and Maintenance) Rate multiplied by the Estimated Monthly Copy/Print Volumes for colour pages multiplied by 36, plus the Monochrome CPP (Consumables and Maintenance) Rate multiplied by the Estimated Monthly Copy/Print Volumes for monochrome pages multiplied by 36; plus
3. The Colour CPP Rate (Consumables and Maintenance) multiplied by the Estimated Monthly Copy/Print Volumes for colour pages multiplied by 48, plus the Monochrome CPP (Consumables and Maintenance) Rate multiplied by the Estimated Monthly Copy/Print Volumes for monochrome pages multiplied by 48; plus
4. The Colour CPP (Consumables and Maintenance) Rate multiplied by the Estimated Monthly Copy/Print Volumes for colour pages multiplied by 60, plus the Monochrome CPP (Consumables and Maintenance) Rate multiplied by the Estimated Monthly Copy/Print Volumes for monochrome pages multiplied by 60.

The sum of which will be divided by 4.

(c) The Firm Unit Price for Hardware Training. The hardware training prices will be used to calculate the Evaluated Price for the Hardware offered, even though it will not necessarily be requested by all Identified Users.

(d) Less the 3% Hardware Security deduction if applicable

(e) Less the 5% Management Offer deduction in applicable

## **J5 The Calculation of the Evaluated Price for Hardware Purchase**

Within each Sub-Category of Hardware the "Evaluated Price for Hardware Purchase" will be the sum of (a) through (f) below:

- (a) The Firm Unit Price of the Hardware, configured to meet all of the requirements of Annex A, Hardware Technical Specifications and including delivery, user manuals, an initial set of Imaging Consumables, and 12 months on-site Hardware Maintenance Services.
- (b) The Firm Unit Price for the installation and hardware training. The installation and training prices will be used to calculate the Evaluated Price for the Hardware offered, even though it will not necessarily be requested by all Identified Users.
- (c) The Firm Unit Price for the upgrade of the Hardware Maintenance Services from one year to five years.
- (d) The CPP (Consumables Only) Cost Factor for the applicable Sub-Category in accordance with the calculations defined in the CPP Cost Factor for Hardware Lease above, but using the Consumables Only CPP Rates.

(e) Less the 3% Hardware Security deduction if applicable

(f) Less the 5% Management Offer deduction in applicable

#### J6 Estimated Monthly Copy/Print Volumes

For the purpose of calculating the Evaluated Price for Hardware Lease and Purchase, the following Estimated Monthly Copy/Print Volumes will be used to evaluate the CPP Cost Factor for each Sub-Category

Category		Estimated Monthly Copy/Print Volume - Monochrome (in pages)	Estimated Monthly Copy/Print Volume - Colour (in pages)
<b>Category 1</b>	<b>Monochrome Single Function Printers</b>		
1.1	Monochrome Network Page Printers, Letter/Legal (30 - 39 ppm)	4500	N/A
1.2	Monochrome Network Page Printers, Letter/Legal (40 - 49 ppm)	5000	N/A
1.3	Monochrome Network Page Printers, Letter/Legal (50 - 59 ppm)	6000	N/A
1.4	Monochrome Network Page Printers, Letter/Legal (60+ ppm)	7000	N/A
1.5	Monochrome Network Page Printers, Tabloid (30+ ppm)	4500	N/A
<b>Category 2</b>	<b>Colour Single Function Printers</b>		
2.1	Network Colour Page Printers, Letter/Legal (20 - 29 ppm colour)	1000	250
2.2	Network Colour Page Printers, Letter/Legal (30 - 39 ppm colour)	2500	500
2.3	Network Colour Page Printers, Letter/Legal (40+ ppm colour)	3000	750
2.4	Network Colour Page Printers, Tabloid (30+ ppm colour)	2500	500
<b>Category 3</b>	<b>Monochrome Printer/Copier Multifunction Devices (MFDs)</b>		
3.1	Monochrome Printer/Copier MFDs, Letter/Legal (30-39 ppm)	10000	N/A
3.2	Monochrome Printer/Copier MFDs, Letter/Legal (40 - 49 ppm)	15000	N/A
3.3	Monochrome Printer/Copier MFDs, Letter/Legal (50+ ppm)	20000	N/A
3.4	Monochrome Printer/Copier MFDs, Tabloid (30 - 39 ppm)	10000	N/A
3.5	Monochrome Printer/Copier MFDs, Tabloid (40 - 49 ppm)	15000	N/A
3.6	Monochrome Printer/Copier MFDs, Tabloid (50 - 59 ppm)	20000	N/A
3.7	Monochrome Printer/Copier MFDs, Tabloid (60 - 69 ppm)	30000	N/A
3.8	Monochrome Printer/Copier MFDs, Tabloid (70 - 79 ppm)	40000	N/A

3.9	Monochrome Printer/Copier MFDs, Tabloid (80 - 89 ppm)	45000	N/A
3.10	Monochrome Printer/Copier MFDs, Tabloid (90+ ppm)	60000	N/A
<b>Category 4</b>	<b>Colour Printer/Copier Multifunction Devices (MFDs)</b>		
4.1	Colour Printer/Copier MFDs, Letter/Legal (30 - 39 ppm colour)	6000	3000
4.2	Colour Printer/Copier MFDs, Letter/Legal (40 - 49 ppm colour)	8000	4000
4.3	Colour Printer/Copier MFDs, Tabloid (30 - 39 ppm colour)	10000	3000
4.4	Colour Printer/Copier MFDs, Tabloid (40 - 49 ppm colour)	15000	4000
4.5	Colour Printer/Copier MFDs, Tabloid (50 - 59 ppm colour)	20000	5000
4.6	Colour Printer/Copier MFDs, Tabloid (60+ ppm colour)	25000	6000

## J7 CALCULATION OF "VALUE FACTOR"

### J7.1 Value Factor for Hardware Lease and Value Factor for Hardware Purchase

Once the Total Evaluated Cost for Hardware Lease and the Total Evaluated Cost for Hardware Purchase is calculated for the Hardware in each Sub-Category, and the Overall Benchmark Score for the Hardware in each Sub-Category has been received from the testing authority, the Value Factor for Hardware Lease and the Value Factor for Hardware Purchase is calculated by dividing the Total Evaluated Cost by the Total Overall Score achieved in the benchmark tests.

### J7.2 Combined Hardware Value Factor

The Value Factor for Hardware Lease and the Value Factor for Hardware Purchase will each be prorated out of a maximum of 50 points. The lowest value factor will receive the maximum 50 points. The Combined Hardware Value Factor, which will be used for determining Standing Offer issuance and Active and Inactive Hardware, is calculated by summing the Value Factor for Hardware Lease and Value Factor for Hardware Purchase. The Combined Hardware Value Factor will be out of 100. The lowest Combined Hardware Value Factor is determined to be the best value factor.

## J8 BASIS OF SELECTION

Hardware will be evaluated on a Sub-Category basis, using the "Combined Hardware Value Factor".

Standing Offers will be put in place for responsive Offers of Hardware with a "Combined Hardware Value Factor" of not more than 50% higher than the Hardware with the best Combined Hardware Value Factor in that Sub-Category.

For Sub-Categories with only one offered, selection will be made by the Evaluation Committee on the basis of price support proving good value to Canada.

Only the lowest priced identical Hardware models offered will be evaluated and accepted.

PWGSC will identify, for the first two-month period, the Offerors for each Sub-Category having Hardware with a Combined Hardware Value Factor, falling within 20% of the best Combined Hardware Value Factor, on a per Sub-Category basis. These Offerors are referred to as the "Active Offerors" in that particular Sub-Category, and only their Hardware will be available to Identified Users for Call-ups during the initial two-month period. For subsequent two-month periods, active/inactive status will be determined by the product and price refresh that takes place every two months after issuance of the NMSO.

While Offerors' Combined Hardware Value Factor, by Sub-Category will be used for Standing Offer recommendation and identifying Active and Inactive Offeror's, Call-up Limitations for Active Offerors will be based on the Hardware's individual Sub-Category "Value Factor for Leased Hardware" and "Value Factor for Purchased Hardware" independently.

The Active and Inactive Offerors, their prices, and Call-up Limitations will be posted on both the Hardware for Lease and Hardware for Purchase Best Value Grids on the IPMG web site for use on the first day of the NMSO.

## ANNEX K TERMINOLOGY AND ACRONYMS

Any capitalized terms not defined in this Annex have the meaning given to them in the Standing Offer or the General Conditions or Supplemental General Conditions incorporated into this RFSO and the resulting Standing Offer and Contract Clauses.

**"Active Offeror"** under this Standing Offer means an Offeror that has been identified by the Standing Offer Authority as having a Combined Hardware Value Factor which falls within 20% of the lowest Combined Hardware Value Factor on a Sub-Category basis.

**"Acquisition Period"** means the same as the **"Standing Offer Period"**;

**"Additional Equipment FMR"** means the firm monthly rate(s) associated with any Additional Equipment;

**"Authorized Representative of the Offeror"** is the Offeror's prime point of contact with respect to contractual, service, training and reporting issues;

**"Base FMR"** means the firm monthly lease rate for Hardware including any options that are required to meet the mandatory specifications but excluding any other available options listed in Additional Equipment;

**"Best Value Grid"** means the pages on the IPMG website that list the Offerors, Hardware, prices, evaluated prices, and call-up limitations for all products that are available on the Standing Offer.

**"Call-up Document"** means the authorized form "Call-up Against a Standing Offer" (PWGSC-TPSGC 942), that an Identified User will use to issue a Call-up against the Standing Offer, or another contractual document issued by PWGSC against the Standing Offer

**"Commitment Period"** means the period of time that an Identified User commits to retain, for its use, a given Hardware provided the period is consistent with a commitment period offered by the Offeror under the Standing Offer;

**"Contract"** or **"the Contract"** means the individual contract that is formed between Canada and the Offeror each time a Call-up is made in response to this Standing Offer, each such Contract being composed of the Standing Offer, all terms and conditions contained herein and the particular Call-up document used to order the printing and photocopying services and related supplies;

**"Cost-Per-Page"** (CPP) means the firm rate per printed or copied **"Page"**.

**"Downgrade Hardware"** means where Additional and/or Reconfiguration Equipment is removed from the Installed Hardware and NOT where the Installed Hardware is replaced by another model from the same supplier with a lower FMR (which would require a termination and a new Call-up);

**"Expiration Notice"** means the notice that the Offeror must give the Identified User before the expiration date of any contract. This reminder will allow for a timely reassessment of the end user's Hardware requirements.

**"Identified User(s)"** or **"End Users"** means the Federal Government Users authorized by the Minister to make Call-ups against the Standing Offer.

**"Imaging Consumables"** are defined as any items that are used up (e.g., toners, developers, ink), filled up (e.g., waste toner containers), or worn down (e.g., drums, fusers, belts, rollers) during the imaging process and replaced on a routine basis.

**"Installation Date"** means the date at which Hardware is installed and accepted;

**"Installed Hardware"** means any Hardware that has been installed pursuant to a Call-up against the Standing Offer;

**"Intertek"** means Intertek Testing Services NA Ltd (formerly known as NSTL Canada Corp.). The company completing the benchmark testing, and supporting the secure web site for electronic Hardware Details and Pricing Submission

**"IPMG website"** means the Imaging Product Management Group website

**"Lease, Sales and Service Providers"** means the Offeror's list of firms which gives the name of the firm, complete address including postal code, and telephone number, which will be providing lease, sales, CPP and Hardware Maintenance services to an Identified User

**"Meter Rate"** - same as **"Cost per Copy/Print"** above

**"Monthly Usage" or "Monthly Print/Copy Volumes"** means the number of prints or copies made per month;

**"NMSO Configuration"** means the Hardware offered configured to meet the mandatory technical requirements of the NMSO and technical specifications of the Sub-Category. This is the Hardware that will be tested by Intertek and if accepted, listed in the resulting Annex entitled List of Hardware from this RFSO

**"OEM"** means Original Equipment Manufacturer;

**"Offer"** means the bid submitted by a company in response to the Request for Standing Offer.

**"Offeror"** means the company extending the Standing Offer;

**"Optional Items"** refers to optional equipment or warranty upgrades that have been approved by the Standing Offer Authority for supply under this Standing Offer and are listed on the date of the Call-up for supply by the Offeror on the IPMG website. Only optional equipment or warranty upgrades that relate to the requirements of this Standing Offer (i.e., optional equipment that attaches directly to or is used with the Hardware being offered by the Offeror or additional warranty options, such as upgraded service levels or extensions of the Warranty Period defined in the Resulting Contract clauses) will be authorized.

**"Page"** is defined as a sheet of media up to and including 11 X 17 " (Tabloid size) and as a square foot for any roll-fed or sheet feed media which exceeds 17" in width or length.

**"Principal Period of Maintenance" and "PPM"** mean the period between 0800 hours and 1600 hours, Monday through Friday, excluding federal government holidays in the city in which the specified equipment is located.

**"Product (s)"** refers to any or all of the products offered under the NMSO which may include Hardware, optional items, additional items or reconfiguration items, consumables, user manuals etc.

**"Reconfiguration Equipment FMR"** means the firm monthly rate associated with any Reconfiguration Equipment;

**"Refresh Date"** means the date every two months on which products and pricing changes will be made to the Standing Offer;

**"Remedial Equipment Failure"** means any equipment malfunction that requires remedial maintenance to be provided by the Offeror in order to make the Hardware operational;

**"Request for a Standing Offer" and "Offer"** will be substituted respectively.

**"Requisitioning Authority"** means any authorized representative of a Canadian government department or a departmental corporation or an agency corporation, as these are defined in the Financial Administration Act, is permitted to requisition services in accordance with the terms and conditions of this Offer.

**"Revision" and "Revision to a Standing Offer"** mean a formal revision to the Standing Offer duly authorized by the Contract Authority;

**"Standing Offer Period"** means the period for placing Call-ups against the Standing Offer

**"Total Meter Rate"** means the Monthly Usage multiplied by the applicable Meter Rate;

**"Total FMR"** means the firm monthly rate for a given Hardware product that includes the Base FMR and all Additional or Reconfiguration Equipment FMRs associated with any selected options;

**"Total Meter Rate"** means the Monthly Usage multiplied by the applicable Meter Rate.

**"Total Monthly Rate"** means the total monthly charge for a given Hardware product that includes the Total FMR and the Total Meter Rate;

**"Unscheduled Equipment Outage"** means the period of time that equipment is unavailable to the Identified User where such unavailability is caused by a Remedial Equipment Failure. Such period will commence when the Offeror is informed of the Remedial Equipment Failure in accordance with the Standing Offer;

**"Upgrade Hardware"** means where Additional and/or Reconfiguration Equipment is added to the Installed Hardware and NOT where the Installed Hardware is replaced by another model from the same supplier with a higher FMR (which would require a termination and a new Call-up);

**"Value Factor"** is defined in Annex J, "Evaluation, Value Factor and Basis of Selection". The best Value Factor is the lowest Value Factor

**"Written Notice"** means any written notice provided to the Offeror from the Identified User and/or Standing Offer Authority.

## Acronyms

AIT	Agreement on Internal Trade
CD	Compact Disk
CD-ROM	Compact Disc Read-only Memory
CLCA	Comprehensive Land Claims Areas
CSA	Canadian Standards Association
CPP	Cost-per-Page
DDP	Delivery Duty Paid
DND	Department of National Defence
dpi	dots per inch
FCC	Federal Communications Commission
FCP-EE	Federal Contractors Program for Employment Equity
FOB	Free on Board
FMR	Firm Monthly Rate
G-3	Group 3
GEN	Global Ecolabelling Network
GST	Goods and Services Tax
HRSDC	Human Resources and Social Development Canada
HST	Harmonized Sales Tax
IBM	International Business Machines
ICES	Interference Causing Equipment Standard
IPMG	Imaging Product Management Group
ISO	International Organization for Standardization
ITU	International Telecommunication Union
kb/s	kilobytes/second
km	kilometre
LED	light-emitting diode
MFP's	Multifunction Printer and Copiers
mm	millimetre
NAFTA	North American Free Trade Agreement
NMSOs	National Master Standing Offers
NSTL	National Software Testing Labs
NWT	North West Territories
OEM	Original Equipment Manufacturer
PBN	Procurement Business Number
PCL	Printer Command Language
PM	Post meridiem
PPM	Principal Period of Maintenance
ppm	pages per minute
PWGSC	Public Works and Government Services Canada
RFSO	Request for Standing Offers

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SACC	Standard Acquisition Clauses and Conditions
STAMS	The Services and Technology Acquisition Management Sector
ULC	Underwriters Laboratory of Canada
ULI	Underwriters Laboratory Inc
URL	Uniform Resource Locator
US	United States of America
USB	Universal Serial Bus
WTO-AGP	World Trade Organization Agreement on the Government Procurement
yr	year

## ANNEX L MANAGEMENT OFFER

Offerors should describe in their Management Offer how they propose to deliver the goods and services described within this RFSO and describe how their proposed service model will meet or exceed the obligations of the Standing Offer. The Management Offer addresses both the mandatory and point-rated organizational requirements that will be evaluated. Offers must achieve the minimum number of passing points required for each individual section to be considered for issuance of a standing offer. Offers failing to achieve the minimum passing points will be considered non-compliant.

Offers achieving in excess of 90% of the maximum available points (in aggregate of all sections) will have a 5% evaluated price reduction applied to the value factor calculation of each of their offered products.

Details on how the Management Offer will be evaluated and the allocation of points for each criteria can be found in the evaluation grid in Section B of this Annex.

If, during the period of the standing offer, complaints are received from three (3) or more departments relating to a failure of the Offeror to achieve the minimum NMSO service levels (including maintenance service response times and product, parts and consumables delivery), in addition to the application of NMSO remedies, and/or the setting aside of the standing offer, and/or termination of call-ups, an Offer may no longer have the 5% evaluated cost reduction applied to its value factor calculations.

The 5% evaluated cost reduction can only be reapplied once the Offeror fully documents, to the satisfaction of the PWGSC Standing Offer authority, the reason for the service lapse and any governance/process improvements that have since been implemented which will prevent a future lapse.

Offerors will be given an opportunity at both the one year and two year anniversaries of the standing offer issuance date to resubmit information in support of their established programs and offering. This will allow Offerors to increase their number of points and potentially receive the 5% evaluated cost reduction.

### SECTION A - MANAGEMENT OFFER SUBMISSION

A complete management offer should consist of the following:

#### 1. Forms (Requested at bid closing, information mandatory on request):

**1.1 Form 1** - Offer Submission Form: Offerors are requested to include the Offer Submission Form with their offers. It provides a common form in which Offerors can provide information required for evaluation and standing offer award, such as a contact name, the Offeror's Procurement Business Number, etc.

**1.2 Form 3** - Joint Venture Offer Form, if applicable

**2. List of Authorized Resellers and Service Outlets (Mandatory at bid closing):** The Technical Offer must contain a list of Authorized Lease, Sales, Service and CPP Outlets. It should be submitted in both spreadsheet format (.xls or .123 format) on a CD-ROM disk and hard copy format, in both English and French as separate files. The format of the list should be as shown in the Annex entitled "Authorized Lease, Sales, Service and CPP Agents". Upon request the Offeror will provide PWGSC with copies of

its service level agreements with its authorized resellers and service outlets, and/or identify how all service outlets are capable of meeting the required response times at various service locations.

The List of Authorized Agents must demonstrate that the Offeror is capable of meeting the minimum mandatory requirements as described in section 7.5.5.1 Lease, Sales and Service Network.

### 3. Corporate Environmental Requirements

#### 3.1 Environmental Stewardship (Requested at bid closing, information mandatory on request):

The Offeror must demonstrate that the equipment manufacturer of the offered products has comprehensive, nationally recognized, manufacturing environmental standards in place for:

- (a) The reduction or elimination of environmentally hazardous materials
- (b) Design for reuse and recycling
- (c) Energy efficiency
- (d) Environmental stewardship in the manufacturing process
- (e) Packaging, including demonstration that all materials in which the Hardware is packaged and shipped are recyclable

#### 3.2 Substantiation of a Consumables Container Recycling Program (Requested at bid closing, information mandatory on request):

Proof that the Offeror currently promotes recycling through an established and ongoing consumables container recycling program for all locations in Canada covered by this NMSO where consumables containers cannot be recycled through local "blue-box" recycling programs. The Offer must provide proof of its own consumables recycling program which must include either:

- (a) providing prepaid, postage-return packaging with the consumable when it is originally delivered, or available for download from the manufacturer's web site; OR
- (b) picking up used consumables containers at no charge

### 4. Offeror Corporate Experience (Requested at bid closing, information mandatory on request):

(a) The Offeror should provide an overview of the company including a description of size, business activities and business locations. This overview should, in addition, describe relevant corporate capabilities and facilities.

(b) The Offeror should provide details relating to the number of years that they have operated in the imaging equipment business.

(c) The Offeror should provide details demonstrating that it has the competence and ability to deliver the goods and services according to the terms and conditions of any resulting Standing Offer.

### 5. Warranty and Hardware Maintenance Support Service, User Training, and Cost per Page Consumables Programs (Requested at bid closing, information mandatory on request):

PWGSC will issue standing offers only to Offerors with the ability to provide the required Warranty and Hardware Maintenance and support services, user training, and cost per page services as detailed at Annex B.

The Offeror must provide a narrative detailing the abilities of the Offerors service delivery organization (which includes any Authorized Agents) to provide the services detailed at Annex B.

**5.1 Preventative/Remedial Maintenance Service Description:** The Offeror should supply the current recommended scheduled maintenance, including activities and time frames/duration, for each model offered. Where preventive maintenance services are provided as part of remedial maintenance calls, this too should be described. Proposed maintenance solutions, in terms of approach, should demonstrate that the Hardware will be maintained in a fashion that will ensure that hardware availability (e.g. Zone A 95%, Zone B 90%, Zone C 85%) requirements are met or exceeded.

**5.2 Remedial Service Tracking/Equipment Uptime:** The Offeror should describe the process that the Offeror will establish to log and dispatch service calls, including providing details relating to the linkages with any authorized agents.

The Offeror should show that they have in place an auditable process of logging and dispatching service calls centrally regardless of servicing center.

**5.3 Historical Performance Information/Metrics:** The Offeror should describe their historical performance, based on auditable corporate records, of responding to remedial maintenance service requests

This should provide historical performance information and metrics, based on auditable corporate records, of responding to remedial maintenance service requests for printers and/or photocopiers and should provide mean times to repair each model offered and/or equivalent. Information that will be considered relevant will include details related to Federal Government, or other National entities for which delivery of service consists of a national fleet of printers and/or multifunction devices and must provide mean times to repair each proposed model or equivalent, and methodology to calculate equipment availability (eg. Zone A 95%, Zone B 90%, Zone C 85%).

**5.4 Service Request Process:** The Offeror should provide details as to how to access both the Offeror's on-site Hardware Maintenance Services and the Offeror's Hot Swap Hardware Maintenance Services, from client request to device repair or delivery of replacement unit, including detailing the means of coordinating Hardware Maintenance requests which are made to any Authorized Agents.

**5.6 Parts Availability:** The Offeror should detail their ability to provide parts for maintaining the proposed equipment within 24 hours, inclusive of locations of parts warehouses and any other relevant inventory information.

The Offeror should describe their approach to the provision of parts for Hardware that they have proposed in their Technical Bid so that the Hardware can be maintained in a time effective manner and so that required service levels can be met.

The Offeror should provide details on the location of parts depots as well as any relevant inventory metrics (ex. value of parts inventory by device) by location.

The Offeror will be evaluated on the comprehensiveness of their parts inventory relating to proposed Hardware and on the parts locations and dispatch/delivery time estimates related to the proposed Hardware.

**5.7 Sales and Service Training:** The Offeror should provide details relating to the training which it provides to its technicians and/or Authorized Agents which will enable them to perform required preventative and remedial maintenance services for all offered Hardware. Alternatively, the Offeror should provide details of any third party training or certifications provided to, or achieved

by, their Authorized Agents. Offers will be rated on the general approach to training and certifications of sales and service personnel.

**5.8 Service Response Time:** While the NMSO requires that On-Site Hardware Maintenance Service Response Time for Zone A must not exceed eight (8) hours from the time the Contractor has been notified of a service disruption by any Identified User, an Offeror will receive 40 points if it offers to provide service within four (4) hours for Zone A.

**End-User Hardware Training:** The Offeror should describe the end-user hardware training which will be provided to identified users, including describing elements of the training which will allow an identified user to access all of the functionality of the offered devices. Offerors will be rated on the general approach to end-user training.

**Cost Per Page Services:** The Offeror should provide details relating to how it will provide the cost per page services required under the Standing Offer. The Offeror should detail its approach to be taken to ensure on-site availability of consumables in accordance with the obligations of the resulting Standing Offers.

## 6. Governance (Requested at bid closing, information mandatory on request):

**6.1 Offeror Quality Management System:** The Offeror should provide a description of the auditable quality management process that will put in place to ensure that the requirements of the Standing Offer are being met or exceeded, including meeting the obligations through the Authorized NMSO Agents.

This process should focus on Hardware delivery, Hardware Maintenance Services, the provision of Imaging Consumables through a CPP, Hardware Installation, Hardware Training, and Client Satisfaction and should include at a minimum:

- (a) the approach proposed to monitor and report the Offeror's Hardware availability and performance including overall customer satisfaction;
- (b) the approach proposed to identify, log and report progress concerning contract problems in general;
- (c) the process used to escalate service and resolve contract related problems;
- (d) the process that will be used to ensure that assigned personnel have adequate training to maintain and service all Hardware ordered through the Standing Offer;
- (e) the process used to ensure timely availability of parts, including the names of the cities where parts will be held and/or stored; and,
- (f) samples of all reports required as part of the NMSO as well as any other reports that the Offeror considers to improve overall service management.

Where Authorized Agents are being proposed, the Offeror should detail the interactions and training provided to the agents so that the Offeror ensures that the obligations are understood and will be met by all Authorized Agents and service providers.

**6.2 Escalation Plan for Service/Maintenance Issues:** The Management Offer must include an escalation plan for service and maintenance issues that details the specific steps that are to be taken, including contact name and numbers for each subsequent level, when a service issue is not being resolved to Canada's satisfaction.

This plan will be used in order to resolve all service issues for Hardware Maintenance and CPP services supplied under Call-ups. In addition to the above requirement, at Canada's request the Offeror should supply an organizational chart that includes the Offerors team members, their responsibilities and contact information, as well as upper-level management support.

The Offeror should include a National Service Organization chart which clearly defines the roles and responsibilities of the Offeror's organization with respect to delivery of the goods and services required under the standing offer.

**6.3 Offeror's Communication Plan:** The Management Offer should include a detailed Communications Plan which demonstrates how the Offeror will communicate with its Authorized Agents, subcontractors, and service personnel to ensure that they are aware of the NMSO obligations and the Offeror's and up to date on the products and pricing details throughout the NMSO period.

**6.4 National Service Organizational Chart:** The Management Offer should include an organizational chart which depicts the Offeror's organization model for sales and service delivery nationally. This chart should at a minimum identify the corporate hierarchy for their Canadian sales and service divisions and ideally should reflect, in detail, the National Service Organization directly responsible for Federal Government Sales and Services.

## SECTION B - MANAGEMENT OFFER EVALUATION

Management Offer Mandatory and Point-rated Evaluation Criteria					
Management Offer Criteria	Mandatory Met (Y/N)	Allocation of Points			page #
<b>Forms</b>		<b>No Point-Rating</b>			
<b>Form 1</b> - Offer Submission Form duly completed and signed	(Y/N)				
<b>Form 3</b> - Joint Venture Offer Form duly completed and signed if applicable	(Y/N)				
<b>List of Authorized Resellers and Outlets</b>	(Y/N)	<b>Total of 40 points</b>			
		<b>0-4 points</b>	<b>5-9 points</b>	<b>10 points</b>	
Number of Lease Outlets (min pass mark 5 pts - max 10 pts)	(Y/N)	Less than 5 outlets	5 or more	One in each of the 10 provinces	
Number of Sales Outlets (min pass mark 5 pts - max 10 pts)	(Y/N)	Less than 5 outlets	5 or more	One in each of the 10 provinces	
Number of CPP Outlets (min pass mark 5 pts - max 10 pts)	(Y/N)	Less than 5 outlets	5 or more	One in each of the 10 provinces	
Number of Service Outlets (min pass mark 5 pts - max 10 pts)	(Y/N)	Less than 5 outlets	5 or more	One in each of the 10 provinces	
<b>Corporate Environmental Requirements</b>		<b>Total of 25 points</b>			
		<b>0-2 points</b>	<b>3 points</b>	<b>4-5 points</b>	
Environmental Stewardship - The reduction	(Y/N)	addressed inadequately	Addressed and	Excellent and	

or elimination of environmentally hazardous materials (max 5 pts - min pass mark 3 pts)			reflects minimum requirement	superior standards	
Environmental Stewardship - Design for reuse and recycling (max 5 pts - min pass mark 3 pts)	(Y/N)	addressed inadequately	Addressed and reflects minimum requirement	Excellent and superior standards	
Environmental Stewardship - Energy efficiency (max 5 pts - min pass mark 3 pts)	(Y/N)	addressed inadequately	Addressed and reflects minimum requirement	Excellent and superior standards	
Environmental Stewardship - In the Manufacturing Process (max 5 pts - min pass mark 3 pts)	(Y/N)	addressed inadequately	Addressed and reflects minimum requirement	Excellent and superior standards	
Environmental Stewardship - Packaging, including demonstration that all materials in which the Hardware is packaged and shipped are recyclable (max 5 pts - min pass mark 3 pts)	(Y/N)	addressed inadequately	Addressed and reflects minimum requirement	Excellent and superior standards	
Consumables Container Recycling Program	(Y/N)	No Point-Rating			
Offeror Corporate Experience		Total of 30 Points			
		0-5 points	6-10 points	11-15 points	
Company Overview (min pass mark 6 pts - max 15 pts)	N/A	Overview not provided or lacking relevant details	Overview provided with adequate to very good summary of the company and indicates clear capabilities of the company	Excellent description of the company, location and capabilities relative to the requirement	
Years operating in the imaging hardware business (min pass mark 3 pts - max 10 pts)	(Y/N)	1 point for every year demonstrated up to a maximum of 10 points			
		0-2 points	3 points	4-5 points	
Competence and ability to deliver the goods and services according to the terms and conditions of any resulting Standing Offer (max 5 pts - min pass mark 3 pts)	(Y/N)	addressed inadequately	Addressed and reflects minimum requirement	Excellent and superior standards	
Warranty and Hardware Maintenance Support Service, End-User Training and Cost-Per-Page Services		Total of 200 points			
		0-14 points	15 -17 points	18-20 points	
Preventative/Remedial Maintenance Service (min pass mark 15 pts - max 20 pts)	(Y/N)	Information not provided or lacking in details which reflect capability to meet the SO requirements	Information adequately detailed and reflects capability to meet the SO requirements	Information very detailed and relevant and reflects capability to met and exceed the SO requirements	

Remedial Service Tracking/Equipment Uptime (min pass mark 15 pts - max 20 pts)	(Y/N)	No logging /dispatching process or weak process in place	Adequate or good process which reflects minimum service requirements	Very good to superior process which exceeds minimum SO requirements	
Historical Performance Information/Metrics (min pass mark 15 pts - max 20 pts)	(Y/N)	No corporate records or poor performance on service and response times	Adequate process and auditable history of service which meets requirements	Superior process and service history demonstrated through detailed auditable logs	
Service Request Process (min pass mark 15 pts - max 20 pts)	(Y/N)	No details provided or weak process described	Adequate process described and meets requirements	Superior process described, clear process, instructions for clients.	
Parts Availability (min pass mark 15 pts - max 20 pts)	(Y/N)	No details provided or parts availability will not meet requirements	Parts availability is demonstrated as adequate to meet requirements	Parts availability and warehousing is superior and would exceed SO requirements	
Sales and Service Training (min pass mark 15 pts - max 20 pts)	(Y/N)	No details or no training demonstrated	Demonstrated training in the services and products offered.	superior training and certification of personnel	
Service Response Time - Offeror demonstrates ability to meet the required service times in all zones	(Y/N)	<b>No point-rating</b>			
Service Response Time - Offeror offers to provide 4 hour response time in Zone A	N/A	<b>Total 40 points (Y/N)</b>			
		<b>0-14 points</b>	<b>15 -17 points</b>	<b>18-20 points</b>	
End-User Hardware Training (min pass mark 15 pts - max 20 pts)	(Y/N)	No details or no training capabilities demonstrated	Demonstrated that training program exists that will meet the requirements of the SO.	Demonstrated superior training program for end-users.	
Cost-Per-Page Services (min pass mark 15 pts - max 20 pts)	(Y/N)	Not provided or lacking in details which reflect capability to	adequately detailed and reflects capability to meet the SO requirements	very detailed and relevant and reflects capability to met and	

		meet the SO requirements		exceed the SO requirements	
<b>Governance</b>					
		<b>0-5 points</b>	<b>6-10 points</b>	<b>11-15 points</b>	
Offeror's Quality Management System (min pass mark 10 pts - max 15 pts)	(Y/N)	not provided or lacking in details which reflect capability to meet the SO requirements	adequately detailed and reflects capability to meet the SO requirements	very detailed and relevant and reflects capability to meet and exceed the SO requirements	
Offeror's Escalation Plan for Service/Maintenance Issues (min pass mark 10 pts - max 15 pts)	(Y/N)	No details provided or weak process described	Adequate process described and meets requirements	Clear process, instructions and standards for escalation issues	
Offeror's Communication Plan with respect to ensuring that all Authorized Agents and Service Personnel are aware of the NMSO obligations and the Offeror's products and pricing details throughout the NMSO period. (min pass mark 6 pts - max 15 pts)	(Y/N)	No details provided or weak communication process described	Adequate process described which should ensure clear communications	Superior communication plan and clear process for ongoing two way communication	
		<b>0-2 points</b>	<b>3-7 points</b>	<b>8-10 points</b>	
National Service Organizational Chart (min pass mark 3 pts - max 10 pts)	N/A	No chart included or unclear structure or hierarchy	Chart shows clear hierarchy and well established structure for national service as it relates to the Offeror's National business	Organizational chart is clear, shows strong corporate structure relative to the National Federal Government service including details such as contact information	
<b>TOTAL AVAILABLE POINTS = 350</b>					
Offerors achieving 316 or more points will receive a 5% evaluated price reduction.					

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## ANNEX M TECHNICAL OFFER

To obtain website access and a password, Offerors should contact Jon Drummond of INTERTEK Canada Corp. by e-mail at jon.drummond@pwgsc.gc.ca. The secure website will be ready for access **within fifteen (15) days** of the posting of this RFSO. All information submitted to the secure website will be held until after the close of the RFSO.

The Technical Offer should not contain any pricing information.

In addition to the requirements for the Technical Offer, Offerors should include in their Management Offer and Certification Offer, all of the required documentation, certifications and substantiation of compliance, as detailed in those sections of the RFSO, with respect to all Hardware offered.

A complete Technical Offer consists of the following:

**1. Hardware Details (Mandatory at bid closing):** Offerors must complete the Hardware Details pages on the secure website for each relevant Sub-Category. The Hardware Details pages on the secure website include fields for entering a full description of the Hardware and a complete list of products (without prices), as well as the Original Equipment Manufacturer (OEM) name(s) and OEM Part Number. Offerors must complete all the information on the Hardware Details pages for the Sub-Category(ies) under which it is offering Hardware.

Offerors are requested to submit a printed copy of the Hardware Details pages for each as part of their Offer; if any Offeror does not submit a printed copy of the Hardware Details pages, the Offeror assumes all risks of technical problems with the website; if there is a discrepancy between the hard copy version and the electronic information submitted to the website, the hard copy will take precedence.

**2. Table of Contents (Requested at bid closing)**

**3. List of Hardware, without Pricing (Mandatory at bid closing):** The Technical Offer must include a complete list of Hardware and products with part numbers, quantities, etc., which is identical to that provided in the Financial Offer, but without pricing.

**4. Substantiation of Compliance to Technical Hardware Requirements (Mandatory at bid closing):** The Technical Offer must substantiate the compliance of the Offeror and its Hardware to the requirements described in the Annex entitled "Technical Hardware Requirements". To do this, Offerors are requested to use Forms 6 - Substantiation of Compliance Matrices to provide this information (therefore, while providing the information is mandatory, use of this form is not). The substantiation must not simply be a repetition of Canada's requirement, but must explain and demonstrate how the Offeror's Hardware will meet all the requirements of the referenced requirements. Simply stating that the Offeror or its Hardware complies is not sufficient. Also, where any given subparagraph includes more than one requirement, the substantiation must address all of them. Where Canada determines that the substantiation for any given Hardware is not complete, the offer for that Sub-Category will be considered non-responsive. The substantiation may refer to additional documentation submitted with the offer - this information can be referenced in the "Reference" column of Forms 6 where Offerors are requested to include the precise location of the reference material, including the title of the document, and the page and paragraph numbers; where a reference is not sufficiently precise, Canada may request that the Offeror direct Canada to the appropriate location in the documentation submitted with the offer.

**5. List of User Documentation and Technical Manuals (Requested at bid closing, information mandatory on request):** All Hardware must include an operator/user manual(s) available in both official

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languages. These manuals must be comprehensive guides that contain instructions for setting up, installing and configuring and using all components of the NMSO system. CD/DVD-ROM media is acceptable.

## ANNEX N FINANCIAL OFFER

To obtain website access and a password, Offerors should contact Jon Drummond of INTERTEK Canada Corp. by e-mail at jon.drummond@pwgsc.gc.ca. The secure website will be ready for access **within fifteen (15) days** of the posting of this RFSO. Financial Details must be submitted to the website before the closing date of the RFSO. All information submitted to the secure web site will be held until after the close of the RFSO.

Offerors must submit their financial offer in accordance with the following:

**1. Complete List of Offered Hardware with Pricing (Mandatory at bid closing):** Offerors must complete the purchase and lease Pricing Details pages on the secure web site for all Sub-Categories for which new Hardware is being offered, and which must include all of the following information:

- i. Firm Monthly Rates for the lease of Hardware for each of the four Commitment Periods (24, 36, 48 and 60 months). These rates will be firm ceiling rates during the applicable Commitment Period. The FMR is for the configuration, delivery, installation, and lease of the Hardware configured in accordance with the Technical Specifications in Annex A ,including all media input and output capacities, all finishing capabilities, and all RAM and hard disk capacities and including all required ancillary equipment, user manuals, the first set of imaging consumables, the removal and surrender for Canada's ownership of the Hard Drive (if removable) or Hard Drive wiping to the End Users satisfaction (if not removable), Hardware End-User Training, and warranty and Hardware Maintenance Services for the full duration of the lease Commitment period, in accordance with the article entitled Hardware Maintenance Services;
- ii. unit prices for the purchase of Hardware in the Sub-Categories for which the Offeror wishes to be considered. These unit prices must include the configuration, supply and delivery of the Hardware, configured in accordance with the Technical Hardware Specifications in Annex A and the Details (including, for example, network cards for all network Sub-Categories), together with the required ancillary equipment, user manuals, the first set of imaging consumables, and one-year warranty and Hardware Maintenance Services in accordance with the article entitled Hardware Maintenance Services;
- iii. unit prices to upgrade the one-year on-site warranty and Hardware Maintenance Services to a 2, 3, 4 and 5 year on-site warranty and Hardware Maintenance Services for Purchased Hardware for any location in Canada within a radius of 100 km of any city or town with a population of at least 30,000 (except CLCA areas);
- iv. Firm rates for the **Monochrome cost per printed or copied page (CPP) for Consumables only** for Purchased NMSO Hardware. These rates are fixed for the commitment period under which CPP Consumables Only is purchased for Purchased Hardware. The cost of all Imaging Consumables (including, but not limited to, all toners and developers, fusers, drums, photoconductors etc.) must be included as part of the CPP Consumable Only Rates.
- v. Firm rates for the **Monochrome cost per printed or copied page (CPP) for Consumables and Maintenance** for all NMSO Hardware. The same rate will apply to both Leased and Purchased Hardware. These rates are firm rates fixed for the duration of the lease commitment period or fixed for the commitment period under which CPP Consumables and Maintenance is purchased for Purchased Hardware. The cost of all Hardware Maintenance Services and all Imaging Consumables (including, but not limited to, all toners and

developers, fusers, drums, photoconductors etc.) must be included as part of the CPP Consumables and Maintenance Rates.

- vi. Firm rates for the **Colour cost per printed or copied page (CPP) for Consumables only** for Purchased NMSO Hardware. These rates are fixed for the commitment period under which CPP Consumables Only is purchased for Purchased Hardware. The cost of all Imaging Consumables (including, but not limited to, all toners and developers, fusers, drums, photoconductors etc.) must be included as part of the CPP Consumable Only Rates.
- vii. Firm rates for the **Colour cost per printed or copied page (CPP) for Consumables and Maintenance** for all NMSO Hardware. The same rate will apply to both Leased and Purchased Hardware. These rates are firm rates fixed for the duration of the lease commitment period or fixed for the commitment period under which CPP Consumables and Maintenance is purchased for Purchased Hardware. The cost of all Hardware Maintenance Services and all Imaging Consumables (including, but not limited to, all toners and developers, fusers, drums, photoconductors etc.) must be included as part of the CPP Consumables and Maintenance Rates.
- viii. unit prices for additional copies of user manuals.
- ix. Firm unit prices for the on-site installation for all proposed Purchased Hardware (Installation prices are to be inclusive of up to two (2) hours of installation services, up to one (1) hour of system integration and up to two (2) hours of end-user Hardware Training Services and is inclusive of all travel and living expenses.) to anywhere in Canada, excluding CLCA areas.
- x. Firm hourly rates for the on-site installation of any additional or reconfiguration items not included in the initial Call-up for any supplied Hardware (including all travel and living expenses) to anywhere in Canada, excluding CLCA areas.
- xi. Firm hourly rates for Professional Services (including all travel and living expenses) to anywhere in Canada, excluding CLCA areas. Rates are inclusive of all of the following services: the on-site installation of any additional or reconfiguration items not included in the initial Call-up for any supplied Hardware; additional systems integration not already included in the Call-up for the Hardware; any additional Hardware User Training.

Any additional Professional Services required must be fully justified in the Call-up documentation. These rates must be quoted on an hourly basis only. The same rate structure must be used for both Purchased and Leased equipment. The number of hours of Professional Services necessary to field upgrade any piece of equipment must be detailed as part of the equipment description and must be a one-time only cost. Canada has the right to audit the number of Professional Services hours required for any field upgrade. The acceptance of all or any field upgrade costs will be at the discretion of the Standing Offer Authority.

**2. Pricing for the End-Of-Lease Hardware Purchase (optional):** Offerors may provide pricing for the end-of-lease purchase of the installed Hardware, for each of the lease commitment periods. These prices will be ceiling prices and may be negotiated downward if acceptable to the Offeror and Identified User. Prices for the purchase of end-of-lease Hardware must not exceed the following:

- i. Where the lease Commitment Period FMR paid to date is equal to the FMR associated with the 24 month Commitment Period the offered end-of-lease purchase price must not exceed

- 35% of the unit price of the currently listed new Hardware Purchase price on the IPMG website;
- ii. Where the lease Commitment Period FMR paid to date is equal to the FMR associated with the 36 month Commitment Period the offered end-of-lease purchase price must not exceed 30% of the unit price of the listed new Hardware Purchase price on the IPMG website;
  - iii. Where the lease Commitment Period FMR paid to date is equal to the FMR associated with the 48 month Commitment Period the offered end-of-lease purchase price must not exceed 25% of the unit price of the listed new Hardware Purchase price on the IPMG website;
  - iv. Where the lease Commitment Period FMR paid to date is equal to the FMR associated with the 60 month Commitment Period the offered end-of-lease purchase price must not exceed 20% of the unit price of the listed new Hardware Purchase price on the IPMG website;

1The prices quoted for End-of-Lease Purchase options do not form part of the Evaluated Cost in the evaluation, although Canada reserves the right to perform a pricing audit on any optional equipment or services and to reject any optional equipment that does not meet the criteria of Good Value to Canada

**3. Pricing for Additional, Reconfiguration and Optional Items (optional):** The Offeror may provide pricing for additional equipment, other than that required by the specifications, which attaches directly to or is used by the Hardware offered. The prices quoted for these options do not form part of the Evaluated Cost in the evaluation, although Canada reserves the right to perform a pricing audit on any optional equipment or services and to reject any optional equipment that does not meet the criteria of Good Value to Canada.

**4. Deconfiguration/Reconfiguration Pricing (optional):** Where the Identified User will be allowed to deconfigure from the NMSO Hardware Configuration (e.g. deconfiguring ownership of the Hard Drive from the NMSO configuration, deconfiguration On-site to Hot Swap Hardware Maintenance Services or removal of trays etc.), this Configuration must be broken out to indicate the part numbers and Lease and Purchase pricing (as applicable) for each modular component included in the configuration with the sum of the broken out components equalling the total NMSO FMR for the model quoted or the total unit price of the NMSO Hardware for purchase. These broken out prices and rates must be available and be identical to the rates for the Reconfiguration of Hardware. The Offeror is not required to quote deconfiguration pricing but must not supply less than the NMSO Hardware Configuration or Maintenance Services for any call-up for any resulting Standing Offer unless the prices are broken out in their offer.

A reasonable list of options to be offered as part of the resulting Standing Offer will be negotiated with the successful Offeror. The acceptance of all or any options will be at the discretion of the Standing Offer Authority on the basis of value to Canada.

The Offeror must quote Firm Monthly Rates for Reconfiguration items and Additional items available for all Hardware for each Commitment Period of 12, 24, 36, 48 and 60 months where such rates will be firm ceiling rates during the applicable Commitment Period for applicable equipment.

In addition to the Firm Monthly Rates, the Offeror must also quote a firm ceiling purchase price for the identical Reconfiguration or Additional Items. Where the Offeror can present adequate justification, Additional Items may be quoted in the form of purchase prices only.

For periods other than the stated Commitment Periods, the Offeror must negotiate with the Identified User to determine the most advantageous rate to Canada. At no time will the rate for the Additional or Reconfiguration Equipment exceed the rate of the equipment for the nearest full Commitment Period.

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**5. Hard Copy Financial Details: (Requested at bid closing):** Offerors are requested to submit a printed and signed copy of the Pricing Details pages for each as part of their Offer; if any Offeror does not submit a printed copy of the Details pages, the Offeror assumes all risks of technical problems with the website; if there is a discrepancy between the hard copy version and the electronic information submitted to the website, the hard copy will take precedence.

**6. Canadian Dollars, Delivered to Destination, GST/HST Extra:** All prices must be in Canadian dollars, including delivery to destination if applicable, include all shipping and handling charges to destination (Canadian Customs duties and excise taxes included if applicable), Goods and Services Tax (GST) and Harmonized Sales Tax (HST) extra. **Disposal Fees:** All unit and FMR prices are exclusive of any provincial electronic disposal surcharge. Any provincial disposal surcharge is extra to the price and will be paid by Canada.

## ANNEX O HARDWARE SUBSTITUTIONS

- (a) **Conditions for Proposing Substitution(s):** The Offeror may propose a substitution for existing Hardware authorized for supply under this Standing Offer, provided the proposed substitute Hardware meets or exceeds the specification(s) detailed in the Annex entitled "Hardware Technical Specifications", as well as meeting or exceeding the Value Factor of the existing Hardware being substituted in. The Offeror agrees and understands that the proposed substitution must be Hardware in current production and actively marketed. The price for the substitute Hardware must not exceed:
- (i) the ceiling price for the Hardware originally offered in the Offeror's Offer;
  - (ii) the current published list price of the substitute Hardware, less any applicable Government discount; or
  - (iii) the price at which the substitute Hardware is generally available for purchase,
- whichever is the lowest.
- (b) **Substitution of Internal Components:** If the Offeror wishes to substitute internal components of an existing NMSO Hardware, the substitution must have completed any required benchmark testing and be approved by the Standing Offer Authority prior to acceptance of Call-ups for that Hardware and delivery to any Identified User.
- (c) **Benchmark Testing:** The Offeror is required to demonstrate through testing (including compatibility testing upon request) that the proposed substitute Hardware meets or exceeds the specifications in the Annex entitled "Hardware Requirements" as well as meeting or exceeding the Value Factor of the existing Hardware being substituted. Testing will be done in accordance with the procedure describe in the Annex entitled "Benchmark Testing". Canada is not obligated to evaluate any or all substitute Hardware proposed.
- (d) **Process for Requesting Substitution:** The request for substitution must be made by submitting to the Standing Offer Authority a completed "Request for Hardware Substitution/Price Revision Request", which must provide the full details on the nature of the substitution including the URL(s) for the applicable technical specification(s) of the Hardware, any necessary technical documentation, certifications, manuals and a copy of the Financial Details for the Hardware. Offerors must also complete a revised Technical and Financial Annex on the secure website.
- (e) **Same Hardware:** Offerors are not permitted to substitute Hardware that would result in the same Hardware (from the same Manufacturer) appearing more than once in a Sub-Category. Proposed substitutions that would result in this case will not be approved.
- (f) **Acceptance of Substitution Discretionary:** Whether or not to accept or reject a proposed substitution is entirely within the discretion of Canada. If Canada does not accept a proposed substitution, the original Hardware will continue to be authorized under this Standing Offer, unless the Offeror withdraws that Hardware from the Standing Offer or that Hardware becomes End of Life.
- (g) **Documentation of Accepted Substitution:** Approved substitutions cannot be supplied under a Call-up or in response to RVDs until posted on the IPMG website. In the case of a Call-up, the substitution must be posted at the time the Call-up is issued; otherwise, the item posted on the IPMG website at the time the Call-up was issued must be supplied. In the case of an RVD, only items posted on the IPMG website at the time the RVD is issued can be offered in response to the RVD.
- (h) **Discontinued Hardware:** The Offeror must immediately notify the Standing Offer Authority if any Hardware listed in this Standing Offer is discontinued or is otherwise unavailable (e.g., End of Life).

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The Offeror may propose a substitution, as set out above, within 60 days of providing such notice. The discontinued or unavailable Hardware will be removed by PWGSC from this Standing Offer, but the "place" held by that Hardware will be held pending submission of a request for substitution, provided it is made in accordance with this Article and within 60 days of providing notice of the lack of availability, or by the next substitution deadline date, whichever is later. If a request for substitution is not made within the timelines described above, a substitution request might not be granted, in which case the Hardware would no longer be included in the Standing Offer without the possibility of being reinstated.

- (i) **Generational Changes:** Canada recognizes that, during the Standing Offer Period for a given Category, there may be a generational change in technology that may affect some of the mandatory requirements detailed in the Technical Specifications in the Annex entitled "Hardware Technical Specifications". If this occurs, Canada will examine the available technologies, determine which would be acceptable for substitutions, and will advise all offerors accordingly.
- (j) **One-for-one Substitutions Only:** Substitutions of Hardware will be on a "one-for-one" basis.

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## Form 1 OFFER SUBMISSION FORM

The following Offer Submission Form is being provided to assist Offerors in preparing their Offers. It contains basic information required by PWGSC to evaluate Offers. Use of this form is not mandatory but recommended (i.e. Offerors may choose to submit the information in a different format).

Offer Submission Form	
Offeror's full legal name	
Authorized Representative of Offeror for evaluation purposes (e.g., clarifications)	Name
	Title
	Address
	Telephone #
	Fax #
	Email
Offeror's Procurement Business Number (PBN) [see the Article entitled <i>Procurement Business Number</i> ]	
Offeror's Toll-Free Hotline Telephone Support (if using a single telephone number)	
Offeror's website address for Internet-Based Technical Support	

<p><b>Federal Contractors Program for Employment Equity (FCP EE):</b></p> <p>If the Offeror is exempt, please indicate the basis for the exemption to the right. If the Offeror does not fall within the exceptions enumerated to the right, the Program requirements do apply and the Offeror is required either to:</p> <p>(a) submit to the Department of HRSD form LAB 1168, Certificate of Commitment to Implement Employment Equity, DULY SIGNED; or</p> <p>(b) submit a valid Certificate number confirming its adherence to the FCP-EE.</p> <p>Offerors are requested to include their FCP EE Certification or signed LAB 1168 with their Offer; if this information is not provided in the Offer, it must be provided upon request by the Standing Offer Authority during evaluation.</p>	<p>On behalf of the Offeror, by signing below, I further confirm that the Offeror [check the box that applies]:</p>	
	<p>(a) is not subject to Federal Contractors Program for Employment Equity (FCP-EE), because it has a workforce of less than 100 permanent full or part-time employees in Canada;</p>	
	<p>(b) is not subject to FCP-EE, because it is a regulated employer under the <i>Employment Equity Act</i>;</p>	
	<p>(c) is subject to the requirements of FCP-EE, because it has a workforce of 100 or more permanent full or part-time employees in Canada, but has not previously obtained a certificate number from the Department of Human Resources and Skills Development (HRSD) (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached; OR</p>	
<p>Authorized Representative of Offeror who will act as the key contact for any resulting Standing Offer</p>	<p>(d) is subject to FCP-EE, and has a valid certification number as follows: _____ (i.e., has not been declared an Ineligible Contractor by HRSD).</p>	
	<p>Name</p>	
	<p>Title</p>	
	<p>Address</p>	
	<p>Telephone #</p>	
<p>Province in Canada the Offeror wishes to be the legal jurisdiction applicable to any resulting Standing Offer and resulting Contracts (if other than as specified in solicitation)</p>	<p>Fax #</p>	
	<p>Email</p>	
<p>On behalf of the Offeror, by signing below, I further confirm that I have read the entire RFSO including the documents incorporated by reference into the RFSO and that:</p> <p>1. The Offeror considers itself and its Hardware able to meet all the mandatory requirements described in the RFSO;</p> <p>2. This Offer is valid for the period requested in the RFSO; and</p> <p>3. If the Offeror is issued a Standing Offer, it will accept all the terms and conditions set out in the Resulting Standing Offer clauses and the Resulting Contract clauses included in the RFSO.</p>		
<p>Signature of Authorized Representative of Offeror:</p>		

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## Form 2 MANUFACTURER CERTIFICATIONS

As part of the evaluation, Canada requires OEM Certifications for all Hardware being offered.

If the Offeror is itself the OEM, it must provide the certification entitled "OEM Certification – Offeror OEM of Hardware Offered". If the Offeror is not the OEM, it must provide the certification entitled "OEM Certification – Offeror Not OEM of Hardware Offered". If the Offeror is offering Hardware from multiple OEMs, a separate certification must be provided in respect of each OEM.

<b>OEM CERTIFICATION – OFFEROR OEM OF HARDWARE OFFERED</b>	
On behalf of the Offeror, I certify that the Offeror is itself the OEM of the Hardware being offered in response to the Solicitation identified below.	
Solicitation Number	
Name of Offeror	
Signature of Offeror's Authorized Representative	
Name of Offeror's Authorized Representative	
Date Signed	
If this Certification is limited to specific Hardware, products or specific services, please provide details	

Note for Joint Venture Offerors: Where one of the members of the joint venture is the OEM, then this certification is required to be signed by that member of the joint venture.

<b>OEM CERTIFICATION – OFFEROR NOT OEM OF HARDWARE OFFERED</b>	
The OEM identified below authorizes the Offeror named below to provide its Hardware and products and to provide warranty service in relation to the Hardware under any Call-ups resulting from Standing Offers issued as a result of the Solicitation identified below.	
Name of OEM	
Address of OEM	
Name of OEM's Authorized Representative	
Title of OEM's Authorized Representative	
Telephone Number of OEM's Authorized Representative	
Fax Number of OEM's Authorized Representative	
Signature of OEM's Authorized Representative	
Date Signed	
Solicitation Number	
Name of Offeror	
If this Certification is limited to specific Hardware, products, or specific services, please provide details	

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Note for Joint Venture Offerors: Certifications made by the OEM must name (as the Offeror) ALL members of the joint venture Offeror that will be involved in delivering or servicing that OEM's equipment in the performance of the Work, or the joint venture itself must be named (if the joint venture has been given a name).

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**Form 3**  
**JOINT VENTURE OFFER FORM**

Submit this form only if the Offer is being made by a Joint Venture.

**JOINT VENTURE OFFER FORM**

This Offer is being submitted by a joint venture.

Name of joint venture \_\_\_\_\_

Legal name of lead member of joint venture \_\_\_\_\_

Legal name of each other member(s) of joint venture \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

[adjust number of lines, as applicable]

As the authorized signatory of the lead member of the joint venture, I hereby confirm that all the members of the joint venture identified above have appointed the lead member as their agent for the purposes of responding to this solicitation and for all matters relating to any resulting contract.

Signature of lead member \_\_\_\_\_

Name of authorized signatory of lead member \_\_\_\_\_

Date Signed \_\_\_\_\_

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**Form 4**  
**THIRD PARTY SERVICE CERTIFICATION**

Submit this form if the Offer employs Third Party Service Providers (Subcontractors). This includes Authorized Agents and Lease, Sales, Service and CPP Agents who are not directly employed by the Offeror

Should they employ Third Party Service Providers (Subcontractors), the Offeror is responsible for assuring that these service providers understand and will meet the level of service required by any resulting National Master Standing Offer.

We certify that all Subcontractors authorized by our firm under any resulting NMSO will be provided with a written copy of the NMSO documents, including appendices, and must have agreed to comply with the above terms and conditions as well as with all other terms and conditions of the resulting Standing Offer.

Signature of NMSO Offeror: \_\_\_\_\_

Date: \_\_\_\_\_

**Form 5****ABORIGINAL BUSINESS CERTIFICATION**

Offerors who are or who list as Authorized Agents, Aboriginal Businesses meeting the eligibility requirements as defined under the Procurement Strategy for Aboriginal Business as detailed by Aboriginal Affairs and Northern Development Canada (<http://www.aadnc-aandc.gc.ca/eng/1100100032998#eli>), must submit the attached certification in order to be denoted as an Aboriginal Business on the Authorized Agent List and in order to be eligible for set-aside call-ups against the NMSO.

I, (Name of duly authorized representative of business) hereby certify that (Name of business)

meets, and shall continue to meet throughout the duration of the contract, the requirements for this program as set out in the attached document entitled "Requirements for the Set-Aside Program for Aboriginal Business", which document I have read and understand.

The aforementioned business agrees to ensure that any subcontractor it engages with respect to the contract shall, if required, satisfy the requirements set out in "Requirements for the Set-Aside Program for Aboriginal Business."

The aforementioned business agrees to provide to Canada, immediately upon request, information to substantiate a subcontractor's compliance with this program

**Please check the applicable boxes in 2 and 3 below**

The aforementioned business is an Aboriginal business which is a sole proprietorship, band, limited company, cooperative, partnership or not-for-profit organization, [ ☐ ]

OR

The aforementioned business is a joint venture between two or more Aboriginal businesses or an Aboriginal business and a non-Aboriginal business. [ ☐ ]

The Aboriginal business or businesses have:

i.fewer than six full-time employees [ ☐ ]

OR

ii.six or more full-time employees [ ☐ ]

The aforementioned business agrees to immediately furnish to Canada, such evidence as may be requested by Canada from time to time, corroborating this certification. Such evidence shall be open to audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The aforementioned business agrees to provide all facilities for audits and to furnish information requested by Canada with respect to the certification.

It is understood that the civil consequences of making an untrue statement in the bid documents, or of not complying with the requirements of the Program or failing to produce satisfactory evidence to Canada regarding the requirements of the Program, may include: disqualification of the business from participating in future contracts under the Program; and/or termination of the contract. In the event that the contract is terminated because of an untrue statement or non-compliance with the requirements of the Program, Canada may engage another contractor to complete the performance of the contract and any additional costs incurred by Canada shall, upon the request of Canada, be borne by the aforementioned business.

**Date** \_\_\_\_\_

**Signature** \_\_\_\_\_

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**Place** \_\_\_\_\_

**Title** \_\_\_\_\_  
(Duly authorized representative of business)

**For** \_\_\_\_\_  
(Name of Business)

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**Form 6**

**SUBSTANTIATION OF COMPLIANCE TO MANDATORY HARDWARE REQUIREMENTS MATRICES**

**AVAILABLE UPON REQUEST.**

**PLEASE EMAIL THE STANDING OFFER AUTHORITY TO REQUEST THIS FORM.**