

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, 12th Floor
800, rue Burrard, 12e étage
Vancouver, BC V6Z 2V8
Bid Fax: (604) 775-7526

REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION

**Proposal To: Public Works and Government
Services Canada**

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

**Proposition aux: Travaux Publics et Services
Gouvernementaux Canada**

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

Comments - Commentaires

Title - Sujet SCANNERS	
Solicitation No. - N° de l'invitation U8210-129593/A	Date 2012-05-07
Client Reference No. - N° de référence du client U8210-129593	
GETS Reference No. - N° de référence de SEAG PW-\$VAN-586-6687	
File No. - N° de dossier VAN-1-34506 (586)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-06-18	Time Zone Fuseau horaire Pacific Daylight Saving Time PDT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Menges, Tess	Buyer Id - Id de l'acheteur van586
Telephone No. - N° de téléphone (604) 666-5688 ()	FAX No. - N° de FAX (604) 775-7526
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF INDUSTRY CANADA PORTAGE II 5TH FL. 165 HOTEL DE VILLE ST Gatineau Quebec K1A0C9 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

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 étage
Vancouver, BC V6Z 2V8

Delivery Required - Livraison exigée See Herein	Delivery Offered - Livraison proposée
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

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

1. Security Requirement
2. Requirement
3. Debriefings

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions
2. Submission of Bids
3. Enquiries - Bid Solicitation
4. Applicable Laws

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures
2. Basis of Selection

PART 5 - CERTIFICATIONS

1. Certifications Precedent to Contract Award

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement
2. Requirement
3. Standard Clauses and Conditions
4. Term of Contract
5. Authorities
6. Payment
7. Invoicing Instructions
8. Certifications
9. Applicable Laws
10. Priority of Documents
11. SACC Manual Clauses

List of Annexes:

- | | |
|---------|------------------|
| Annex A | Requirement |
| Annex B | Basis of Payment |

PART 1 - GENERAL INFORMATION

1. Security Requirement
There is no security requirement associated with the requirement.
2. Requirement

Industry Canada has a requirement for the supply and delivery of 14 scanners as detailed in Annex A. Each scanner must come with a 3 year on-site warranty in accordance with 4001 (2010-08-16) Hardware Purchase, Lease and Maintenance

3. Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual issued by Public Works and Government Services Canada.

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

The 2003 (2012-03-02) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2. Submission of Bids

Bids 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 bid solicitation.

3. Enquiries - Bid Solicitation

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

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

4. Applicable Laws

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

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

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

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

Section I: Technical Bid (2 hard copies)
Section II: Financial Bid (1 hard copies)
Section III: Certifications (1 hard copies)

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

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

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>). To assist Canada in reaching its objectives, bidders are encouraged to:

- 1) use 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.

Section I: Technical Bid

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

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) must be shown separately, if applicable.

1.1. Exchange Rate Fluctuation

The requirement does not provide for exchange rate fluctuation protection. Any request for exchange rate fluctuation protection will not be considered and will render the bid non-responsive.

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

(a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.

(b) An evaluation team composed of representatives of Canada will evaluate the bids.

1.1 Technical Evaluation

1.1.1 Mandatory Technical Criteria

Bidders must meet all the mandatory technical criteria as detailed in Annex A

1.2 Financial Evaluation

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

1.3 Evaluation of Price

The price of the bid will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded, FOB destination, Canadian customs duties and excise taxes included.

2. Basis of Selection, Mandatory Technical Criteria

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

1. Certifications Precedent to Contract Award

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

1.1 Federal Contractors Program - Certification

Suppliers who are subject to the Federal Contractors Program (FCP) and have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to

receive federal government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Suppliers 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 for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

a.() is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;

b.() is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;

c.() is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC, having not bid on requirements of \$200,000 or more;

d.() has not been declared an ineligible contractor by HRSDC, and has a valid certificate number as follows: _____ .

Further information on the FCP is available on the HRSDC Web site.

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement

There is no security requirement associated with the requirement.

2. Requirement

Industry Canada has a requirement for the supply and delivery of 14 scanners as detailed in Annex A. Each scanner must come with a 3 year on-site warranty in accordance with 4001 (2010-08-16) Hardware Purchase, Lease and Maintenance

3. Standard Clauses and Conditions

3.1 General Conditions

2010A (2012-03-02), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

3.1.1 Warranty - Contractor responsible for all costs

Section 09 entitled Warranty of general conditions 2010A is amended by deleting subsection 2 in its entirety and replacing it with the following:

2. The Contractor must pay the transportation cost associated with returning the Work or any part of the Work to the Contractor's plant for replacement, repair or making good. The Contractor must also pay the transportation cost associated with forwarding the replacement or returning the Work or part of the Work when rectified to the delivery point specified in the Contract or to another location as directed by Canada. If, in the opinion of Canada, it is not expedient to remove the Work from its location, the Contractor must carry out any necessary repair or making good of the Work at that location. In such cases, the Contractor will be responsible for all Costs (including travel and living expenses) incurred in so doing, Canada will not reimburse these Costs.

All other provisions of the warranty section remain in effect.

3.2 Supplemental General Conditions

4001(2010-08-16) - Hardware Purchase, Lease and Maintenance, apply to and form part of the Contract.

3.3 Electrical Equipment

All electrical equipment supplied under the Contract must be certified or approved for use in accordance with the Canadian Electrical Code, Part 1, before delivery, by a certification organization accredited by the Standards Council of Canada.

4. Term of Contract

4.1 Delivery Date

All the deliverables must be received on or before July 3, 2012.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Tess Menges

Title: Supply Officer

Public Works and Government Services Canada

Acquisitions Branch

Address: 641 - 800 Burrard Street, Vancouver BC V6Z 2V8 CANADA

Telephone: 604-666-5688

Facsimile: 604-775-7692

E-mail address: tess.menges@pwgsc-tpsgc.gc.ca

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

5.2 Project Authority

The Project Authority for the Contract is:

(To be completed at Contract Award)

Solicitation No. - N° de l'invitation

U8210-129593/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

van586

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

U8210-129593

File No. - N° du dossier

VAN-1-34506

CCC No./N° CCC - FMS No/ N° VME

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone : _____

Facsimile: _____

E-mail address: _____

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

5.3 Contractor's Representative
(To be completed at Contract Award)

6. Payment

6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in Annex B for a cost of \$ _____ insert the amount at contract award). Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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

6.2 Limitation of Price

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

6.3 Single Payment

Canada will pay the Contractor upon completion and delivery of the Work 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 delivered has been accepted by Canada.

7. Invoicing Instructions

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

Invoices must be distributed as follows:

The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

8. Certifications

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

9. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____. (Insert the name of the province or territory as specified by the Bidder in its bid, if applicable)

10. Priority of Documents

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

- a) the Articles of Agreement;
- b) the supplemental conditions 4001(2010-08-16) - Hardware Purchase, Lease and Maintenance, apply to and form part of the Contract;
- c) the general conditions 2010A (2012-03-02), General Conditions - Goods (Medium Complexity);
- d) Annex A, Requirement;
- e) Annex B, Basis of Payment
- f) the Contractor's bid dated _____

ANNEX A REQUIREMENT

Industry Canada has a requirement for the supply and delivery of 14 scanners as detailed in the mandatory criteria below. Each scanner must come with a 3 year on-site warranty in accordance with 4001 (2010-08-16) Hardware Purchase, Lease and Maintenance.

The proposed device must meet the following mandatory criteria:

Proposed Device:

Make:

Model:

Mandatory Criteria	Comply	Page number and/or details
Colour duplex document scanner;		
Flatbed and auto Document Feeder;		
Flatbed will scan documents as large as 11" x 17";		
Automatic Document Feeder will accommodate documents as large as 11" x 17";		
Automatic document Feeder will accommodate a minimum of 100 sheets;		
Minimum scanning speed: 50 ppm/110ipm. 8.5" x 11" portrait at 300 dpi (colour/binary; TWAIN/ISIS). The scanning speed must be independent of the speed of the connected workstation;		
600 dpi optical resolution;		
USB 2.0 interface (USB cable to be included)		
Windows XP and Vista compatible;		
Drivers and settings must be capable of being deployed with ZENWorks;		
Compatible with Techsource, ImagePlus, App-Entry+InterApp;		
Onsite Warranty (3 years);		
User Manuals in both French and English.		

A3. Compatibility Sub-Test

The Offeror may be required to provide a scanner in the configuration(s) required for a compatibility sub-test, prior to delivery of the products, to determine whether the ordered product(s) will meet the Identified User's compatibility requirements. To complete these tests, the Offeror must deliver and set up, within 3 working days, up to one (1) of the product(s) for testing.

The products delivered for testing must:

- a) be configured in accordance with the Identified Users actual requirements;
- b) be loaded with all necessary drivers; and
- c) be compatible with the specific hardware, network or software requirements identified by the Identified User.

If the testing indicates that some upgrades/changes (for example, to the drivers or firmware) are required, Canada will work with the Offeror to resolve these issues, provided they are reasonable within a reasonable period. If testing demonstrates that a Product is not compatible with the Identified User's particular environment, the offer will be considered non-compliant.

Solicitation No. - N° de l'invitation

U8210-129593/A

Amd. No. - N° de la modif.

File No. - N° du dossier

VAN-1-34506

Buyer ID - Id de l'acheteur

van586

CCC No./N° CCC - FMS No/ N° VME

U8210-129593

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.

Solicitation No. - N° de l'invitation

U8210-129593/A

Amd. No. - N° de la modif.

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van586

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

U8210-129593

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VAN-1-34506

CCC No./N° CCC - FMS No/ N° VME

**ANNEX B
BASIS OF PAYMENT**

Prices include all applicable taxes and fees, including delivery to Gatineau, Quebec.

B.1

Line	Description	Unit Price	Quantity	Extended Price
B.1.1	Proposed Device as detailed in Annex A	\$	14	\$
B.1.2	On-Site Warranty (3 years)	\$	14	\$
B.1.3	GST/HST (5%)			\$
B.1.4	Total			\$