

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 MFDs - Justice Canada	
Solicitation No. - N° de l'invitation 19402-120032/A	Date 2012-11-01
Client Reference No. - N° de référence du client 19402-120032	
GETS Reference No. - N° de référence de SEAG PW-\$VAN-791-6835	
File No. - N° de dossier VAN-2-35184 (791)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-12-12	Time Zone Fuseau horaire Pacific Standard Time PST
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: Wong, Vincent	Buyer Id - Id de l'acheteur van791
Telephone No. - N° de téléphone (604) 658-2793 ()	FAX No. - N° de FAX (604) 775-7526
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Department of Justice 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

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PART 1 - GENERAL INFORMATION

1. Security Requirement

There is no security requirement associated with the requirement.

2. Requirement

The requirement is detailed under Annex A of the resulting contract clauses.

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 Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

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

The 2003 (2012-07-11) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

The text under Subsection 4 of Section 01 - Code of Conduct and Certifications - Bid of 2003 referenced above is replaced by:

Bidders should provide, with their bid or promptly thereafter, a complete list of names of all individuals who are currently directors of the Bidder. If such a list has not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to provide such a list within the required time frame will render the bid non-responsive. Bidders must always submit the list of directors before contract award.

Canada may, at any time, request that a Bidder 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/formulaire-forms-eng.html>) for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the bid being declared non-responsive.

The text under Subsection 5 of Section 01 - Code of Conduct and Certifications - Bid of 2003 referenced above is replaced by:

The Bidder must diligently maintain the list up-to-date by informing Canada in writing of any change occurring during the validity period of the bid, and must also provide Canada, when requested, with the

corresponding Consent Forms. The Bidder will also be required to diligently maintain the list and when requested, provide Consent Forms during the period of any contract arising from this 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.

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

3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 7 calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the 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 British Columbia.

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

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 copy)

Section III: Certifications (2 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:

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- (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) (<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 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.

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

C3011T (2010-01-11), Exchange Rate Fluctuation

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

Mandatory technical criteria and specifications are detailed under Annex A.

1.1.2 Compliance Verification and Compatibility Testing

As part of the evaluation process, the Bidder may be required to provide a multifunction device (MFD) in the configuration(s) as detailed in this bid solicitation, for compliance verification and compatibility testing by Justice Canada on their network and with their applications.

1.2 Financial Evaluation

The calculation of the total evaluated price for this requirement is detailed in Annex E.

The estimated usage provided herein is for the sole purpose of establishing an evaluation tool and are based on best estimates. They may not reflect actual usage and do not represent any commitment on the part of Canada.

1.2.1 Evaluation of Price

A0220T (2007-05-25), Evaluation of Price

1.2.2 Evaluation of Additional Environmental Certification - Percentage Reduction

All bids received will be evaluated and assigned percentages in accordance with the degree to which the proposals meet the Additional Environmental Certification detailed in Annex A. In order for the percentage reduction to be applied to the bid evaluation, Bidders must provide certification and supporting documentation as requested. The percentage reduction will be applied for evaluation purposes only to the evaluation total.

2. Basis of Selection

2.1 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. Code of Conduct Certifications - Certifications Required Precedent to Contract Award

Bidders should provide, with their bid or promptly thereafter, a complete list of names of all individuals who are currently directors of the Bidder. If such a list has not been received by the time the evaluation of bids is completed, the Contracting Authority will inform the Bidder of a time frame within which to

provide the information. Bidders must submit the list of directors before contract award, failure to provide such a list within the required time frame will render the bid non-responsive.

The Contracting Authority may, at any time, request that a Bidder provide properly completed and Signed Consent Forms ([Consent to a Criminal Record Verification form](http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html) - PWGSC-TPSGC 229) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>) for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the bid being declared non-responsive.

2. 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.

2.1 Federal Contractors Program - Certification - \$200,000 or more

The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, 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 contract award. If the Bidder, or, if the Bidder is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the award of the Contract.

Suppliers who have been declared ineligible contractors by Human Resources and Skills 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. 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.

If the Bidder 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, the Bidder must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity (<http://www.servicecanada.gc.ca/cgi-bin/search/eforms/index.cgi?app=profile&form=lab1168&dept=sc&lang=e>), to the Labour Branch of HRSDC.

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;

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- (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), in which case a duly signed certificate of commitment is attached;
- (d) () is subject to the FCP, and has a valid certificate number as follows: _____ (e.g. has not been declared an ineligible contractor by HRSDC).

Further information on the FCP is available on the HRSDC Web site (<http://www.hrsdc.gc.ca/eng/labour/equality/fcp/index.shtml>).

2.2 Status and Availability of Resources

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

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

2.3 Education and Experience

A3010T (2010-08-16), Education and Experience

2.4 Original Equipment Manufacturer (OEM) Certification

Bidders must submit the OEM certification (Annex D). If the hardware proposed by the Bidder originates with multiple OEMs, a separate OEM certification is required from each OEM.

For the purposes of this bid solicitation, OEM means the manufacturer of the hardware, as evidenced by the name appearing on the hardware and on all accompanying documentation.

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement

There is no security requirement associated with the requirement.

2. Requirement

The Contractor must provide the items detailed under the "Requirement" at Annex A.

3. Standard Clauses and Conditions

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

3.1 General Conditions

2010A (2012-07-16), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

The text under Subsection 4 of Section 29 - Code of Conduct and Certifications - Contract of 2010A referenced above is replaced by:

During the entire period of the Contract, the Contractor must diligently update, by written notice to the Contracting Authority, the list of names of all individuals who are directors of the Contractor whenever there is a change. As well, whenever requested by Canada, the Contractor must provide the corresponding Consent Forms.

3.2 Supplemental General Conditions

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

4003 (2010-08-16), Licensed Software, apply to and form part of the Contract.

4004 (2010-08-16), Maintenance and Support Services for Licensed Software, apply to and form part of the Contract.

4. Term of Contract

4.1 Period of the Contract

The period of the Contract is from date of Contract to March 31, 2017 inclusive.

The 4 year warranty services for each unit in accordance with Annex C will commence upon delivery and acceptance of each unit.

4.2 Delivery Date - Mandatory Deliverables

Mandatory deliverables must be received on or before March 31, 2013.

4.3 Optional Goods and/or Services

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at Annex A of the Contract under the same conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Vincent Wong
Supply Officer
Public Works and Government Services Canada
Pacific Region - Acquisitions
Room 641 - 800 Burrard Street, Vancouver, B.C. V6Z 2V8

Telephone: (604) 658-2799
Facsimile: (604) 775-7526
E-mail address: Vincent.Wong@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 determined at Contract Award

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 by the Bidder)*

Name: _____ Title: _____
Organization: _____ Telephone: (____) ____ - ____
Address: _____ Facsimile: (____) ____ - ____
E-mail address: _____

6. Payment

6.1 Basis of Payment - Firm Price, Firm Unit Price(s) or Firm Lot

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices, as specified in Annex B for a cost of \$ TBD . 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

C6000C (2011-05-16), Limitation of Price

6.3 Single Payment

H1000C (2008-05-12), Single Payment

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:

- (a) 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 British Columbia.

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 general condition 4001 (2010-08-16), Hardware Purchase, Lease and Maintenance;
- (c) the supplemental general condition 4003 (2010-08-16), Licensed Software;

- (d) the supplemental general condition 4004 (2010-08-16), Maintenance and Support Services for Licensed Software;
- (e) the general condition 2010A (2012-07-16), General Conditions - Goods (Medium Complexity);
- (f) Annex A, Requirement;
- (g) Annex B, Basis of Payment;
- (h) Annex C, Warranty and Maintenance Services
- (i) the Contractor's bid dated _____.

11. Limitation of Liability - Information Management/Information Technology

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.

11.1 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 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 in any way relating to the Contract including:
 - 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 re-procuring 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 cell titled "Total Estimated Cost"), 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.

11.2 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 Sub-article (11.2).

ANNEX "A"

REQUIREMENT

A1. BACKGROUND

In 2010, a print rationalization study was conducted for the Department of Justice (Justice Canada) imaging environment in the National Capital Region (NCR). Included in the scope of the study was a full inventory of imaging devices mapped to floor plans on approximately 37 floors dispersed through 11 office buildings in downtown Ottawa. The study also provided a Multifunctional Device (MFD) based floor plan design, vendor neutral hardware recommendation along with implementation instructions in order to achieve cost reductions as well as to reduce the overall employee to imaging device ratio.

As per Target 8.7 of the Federal Sustainable Development Strategy, Justice Canada will be required to achieve an 8:1 average ratio of office employees to printing units by March 31st, 2013. Based on the data provided in the print rationalization study, the Justice Canada ratio of office employees to printing units in the NCR in 2010 was 2.5:1. In order to better position the Department in achieving the 8:1 ratio by the 2013 deadline, a target of 3.5:1 was set to be achieved by March 31st, 2012 in the Departmental Reports on Plans and Priorities.

A Managed Print Solution (MPS) contract was awarded in fiscal year 2011-2012 to implement the first phase of printer reduction. 75 MFDs, which consisted of a mix of Kyocera Taskalpha 4500i and 4550ci were installed and approximately 300 devices were removed before March 31st, 2012 which brought the NCR ratio to 4.9:1 and the national ratio at 3.5:1. This work also provided validation of the concept design of the print rationalization study.

A2. REQUIREMENT

In order to complete the implementation of the printer reduction plan to achieve a final 8:1 ratio by March 31st 2013, this requirement is for the supply, delivery and installation of thirty (30) monochrome and thirty (30) colour multi-function devices (MFDs), including the initial set of consumables, end-user training, and four-year warranty services within the National Capital Region.

This requirement includes an option to purchase an additional thirty (30) monochrome and thirty (30) colour multi-function devices, including initial set of consumables and four-year warranty services, for delivery and installation to Justice Canada locations across Canada as well as optional end-user training services within the National Capital Region during the period of the contract.

Subject to Justice Canada implementation instructions and timeframes, the Contractor must also remove existing Justice MFD devices as part of the installation process of new MFDs.

Through this process the Contractor must provide:

- 60 MFDs (30 Monochrome and 30 Color) with installation and configuration of the devices on 22 floors in various Justice Canada offices in the National Capital Region by March 31, 2013
- the option to purchase additional MFDs (30 Monochrome and 30 Colour) with delivery, installation and configuration at Justice Canada locations across Canada
- 4-year warranty for each purchased MFD and the option to purchase a 5th year before the expiration of the 4th year of warranty
- in the course of installing and configuring new, purchased MFDs within the NCR, removal of identified existing MFDs (approximately 300) dispersed over 22 floors in various buildings in the NCR to the East Memorial Building Loading Dock by March 31, 2013

- bilingual training material and end user training services within the NCR for up to 50 hrs by March 31, 2013
- the option to purchase additional end user training services within the NCR on an as and when required basis during the period of the Contract

A3. MFD TECHNICAL SPECIFICATIONS

In order to minimize administrative, technical and testing support costs, the MFDs offered to meet this requirement must be of the same single manufacturer.

The Bidder's equipment must meet or exceed each of the following mandatory specifications. Compliance and supporting information are to be included as directed in Part 3 - Bid Preparation Instructions.

A. MANDATORY MINIMUM SPECIFICATIONS AND REQUIREMENTS FOR ALL DEVICES			
	Minimum Specification Description	Compliance	Proposed Equipment Description / Reference
1	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.	Y / N	
2	Support bilingual (English & French) capabilities for the full character set including upper- and lower-case accents, scientific graphics, and special bit-generated characters. All printers must support the bilingual (English & French) capabilities of all IBM and IBM-compatible microcomputer software. It is desirable that all printers also support Apple/Macintosh computers.	Y / N	
3	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 Technical Specifications	Y / N	
4	Operate with 8 1/2" x 11" plain paper normally used in office correspondence, such as 20 pound, No. 7 bond, plain offset stock, or pre-printed letterhead sheets.	Y / N	
5	A user manual must be supplied with each Product in the format requested at time of order: 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 product 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.	Y / N	

6	Be 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.	Y / N	
7	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.	Y / N	
8	Be Energy Star qualified at the time of product acceptance. The vendor must ship all products with the Energy Star low-power feature activated or enabled.	Y / N	
9	Be manufactured in facilities that are both ISO 9001 and ISO 14001 certified.	Y / N	
10	At time of product acceptance, have a Third Party Environmental Ecolabeling Certification for each Product (or a certification that clearly covers multiple Products), which certification may be in the name of the licensee, if permitted (in which case the Contractor must demonstrate, upon request, that is permitted to have the certification in the name of the licensee); acceptable programs are those recognized by the Global Ecolabelling Network (GEN).	Y / N	
11	Be equipped with an alarm or indicator, either hardware or software, to alert the user when the Product is out of paper or there is a document misfeed.	Y / N	
12	Switch from PCL to Postscript or vice versa without manual intervention, if PostScript is one of the emulations offered. The method and implementation of this switching must be compatible with typical network operation.	Y / N	
13	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. Consumables able to be remanufactured must be available for the printers.	Y / N	
14	The Contractor for all printers 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 Contract where consumables containers cannot be recycled through local "blue-box" recycling programs, the Contractor must provide its own consumables recycling program by either:	Y / N	

	1. providing prepaid, postage-return packaging with the consumable when it is originally delivered, or available for download from the manufacturer's website; OR 2. picking up used consumables containers at no charge.		
15	Be compatible with 15 amps outlets.	Y / N	
16	Include scan to file and scan to e-mail with optical character recognition (OCR) capabilities and an address book.	Y / N	
17	Include faxing option and PC faxing.	Y / N	
18	Comply with ITU G-3 standards for facsimile technology and have a minimum modem speed of 33.6kb/s.		
19	Include secure print function.	Y / N	
20	Include removable hard-drive (minimum 80 GB) for secure disposal by Justice Canada.	Y / N	
21	Include the ability to create a minimum of 15 user, password-protected virtual document boxes that allow users to send documents to their respective box for printing and also for users to have the ability from the MFD to merge, e-mail, or delete documents sent to a virtual box.	Y / N	
22	Be compatible and interoperable with Pcounter print management software.	Y / N	
23	Utilize Laser, LED or other page print technology.	Y / N	
24	Be configured to print double-sided (duplex) documents as their default.	Y / N	
25	Print on and support letter, legal and tabloid (11" x 17") media.	Y / N	
26	Incorporate a minimum 50-sheet automatic document feeder.	Y / N	
27	Incorporate interface software to control functionality.	Y / N	
28	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, Serial, AppleTalk, Token Ring, Infrared, USB and/or Twinax/Coax.	Y / N	

B. ADDITIONAL MANDATORY MINIMUM SPECIFICATIONS AND REQUIREMENTS FOR MONOCHROME MFDs

	Minimum Specification Description	Compliance	Proposed Equipment Description / Reference
1	Have a minimum rated print speed of 40 pages per	Y / N	

	minute.		
2	Have a minimum print resolution of 600 x 600 dpi.	Y / N	
3	Have a combined minimum input capacity of 2000 sheets from a minimum of 3 paper sources, one of which can be the bypass; one of which is for 8 1/2" X 11" cut sheet paper, and one of which is for additional cut sheet paper, all of which can be accommodated simultaneously.	Y / N	

C. ADDITIONAL MANDATORY MINIMUM SPECIFICATIONS AND REQUIREMENTS FOR COLOUR MFDs

Minimum Specification Description		Compliance	Proposed Equipment Description / Reference
1	Have a minimum rated colour print speed of 40 pages per minute.	Y / N	
2	Produce a minimum resolution of 600 x 600 dpi in 256 colour output.	Y / N	
3	Have a combined minimum input capacity of 1000 sheets from a minimum of 3 paper sources, one of which can be the bypass; one of which is for 8 1/2" X 11" cut sheet paper, and one of which is for additional cut sheet paper, all of which can be accommodated simultaneously.	Y / N	

A3.1 Compliance Verification and Compatibility Testing

As part of the evaluation process, the Bidder may be required to provide a MFD ("test device"), in the configuration(s) as detailed in this bid solicitation, for compliance verification and compatibility testing by Justice Canada on their network and with their applications.

The test device must be delivered to the following address, at no additional cost to Canada, within five working days of notification by the Contracting Authority:

Ottawa, Ontario - *Complete address information to be provided with notification.*

In the event that the test device does not function in accordance with the technical requirements of the bid solicitation or is not able to function in the Justice Canada environment with Justice Canada's applications, the bidder will be required to rectify the incompatibility within 48 hours of notification. The resulting fault will be deemed a technical fault. A maximum of 2 technical faults will be allowed.

If the test device, or its replacement, exhibits a third technical fault or if the bidder fails to meet the 48 hour deadline (on the first OR second technical fault) the test device will be returned to the bidder and will be deemed non-compliant.

If the test device provided is new and if it is agreed upon with the Justice Canada Project Authority, the test device may be considered the first unit of any subsequent delivery.

A3.2 MFD Installation and Removal of Existing Hardware

The Contractor must remove existing imaging hardware (MFDs) as part of the installation of new MFDs.

The Justice Canada Project Authority will provide implementation instructions along with before and after floor plans to the Contractor. The Contractor is responsible for removing all identified existing devices in order to achieve the expected after floor plan results. Removal includes the removal of the paper from the identified existing devices, removal of the power cables and removal of network cables where no new devices are being installed.

In order to accommodate the installation of new MFDs, the Contractor must be able to move any unfastened or unanchored printer tables and/or small cabinets that may impede the proper installation of the new MFDs. New installed MFDs must have a clearing of 5 to 10 feet from any unfastened or unanchored printer tables and/or small cabinets. Moving of any fastened or anchored furniture will be the responsibility of Justice Canada.

For the mandatory quantities and from date of Contract Award to March 31, 2013, Justice Canada will perform the implementation of MFD installation in various buildings in the NCR, on various dates, and at 1 to 4 floors at a time. Subject to the Justice Canada implementation instructions, the Contractor must transport all removed hardware and associated cables within the NCR to the East Memorial Building Loading Dock at 284 Wellington St, Ottawa, ON.

A4. END-USER TRAINING SERVICES (NCR ONLY)

The Contractor must provide end-user training services in the following two approaches:

- (a) Formal group training sessions: traditional instructor lead, group-based training.
- (b) Post-implementation day on-floor training: adhoc training to users live in their production environment on the day following installation of a MFD.

A4.1 Formal Group Task and Deliverables

- (a) Develop and propose a comprehensive training session with a maximum duration of 1 hour to provide end user training on how to use the new MFDs. The training sessions will be given to groups of approximately 30 end-users. Training sessions should cater to a variety of clients ranging from office administrators to lawyers. Each Training session should include a minimum of 15 minutes for a question and answer period.
- (b) The trainer must present the training presentation to the Justice Canada Project Authority for approval prior to conducting any training sessions to end users.
- (c) Provide or develop bilingual quick reference material for users to consult after the training. Reference material must be reviewed and approved by the Justice Canada Project Authority prior to release to end users.

The Justice Canada Project Authority will be responsible for booking required training rooms, sending out the training e-mail invitations, provide one of the new MFDs demonstration purposes in the training room, and can also provide a laptop and audio visual equipment for presenting.

A4.2 Post-Implementation Day, On-Floor Training Tasks and Deliverables

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Subject to scheduling co-ordination with the Justice Canada Project Authority, on the day following the installation of new MFDs, the Contractor must provide on-floor training to end-users at the new device locations and offer help or provide a quick summary on how to perform various day-to-day tasks such as, but not limited to: how to print, how to copy, how to scan to e-mail, how to fax, how to secure print, how to create and print to a private box, and how to load paper or consumables.

A4.3 Language Requirements

The Contractor must provide training sessions and training materials in both French and English.

A4.4 Period of work

Training sessions must be delivered, between date of contract award to March 31, 2013, at Justice Canada locations within the NCR between the hours of 08:00 to 16:00, Monday to Friday, excluding statutory holidays.

A4.5 Optional End-User Training Services

The Contractor grants to Canada the option to purchase additional end-user training services for delivery in the NCR from April 1, 2013 to March 31, 2017, at the same terms and conditions and in accordance with Annex B.

A4.6 End-User Training Services - Mandatory Criteria for Proposed Resource(s)

A. MANDATORY CRITERIA AND REQUIREMENTS FOR PROPOSED RESOURCE(S)			
Description		Compliance	Reference
1	A minimum of one resource must be proposed to provide end-user training services. An accompanying resume and/or CV must be supplied for each proposed resource.	Y / N	
2	Each proposed resource must have a minimum of 5 years of experience in providing training	Y / N	
3	The combination of proposed resources must be fully bilingual	Y / N	

A5. TECHNICAL, OPERATIONAL AND ORGANIZATION ENVIRONMENT

Any documentation created must be created in Microsoft Word, PowerPoint and/or Excel formats (or fully compatible), as appropriate.

A6. ADDITIONAL ENVIRONMENTAL CERTIFICATION - PERCENTAGE BID REDUCTION

Bids will be evaluated and assigned percentages in accordance with the degree to which the Bidder's bid meets the objectives of the following criteria. In order for the percentage reduction to apply, Bidders must certify, under Annex C, and provide supporting documentation as requested.

CRITERIA	AVAILABLE PERCENTAGE
----------	----------------------

		REDUCTION
a)	The proposed monochrome MFD complies with the latest edition of: • EU Reduction of Hazardous Substances (RoHS) Directive	1.0%
b)	The proposed colour MFD complies with the latest edition of one of: • EU Reduction of Hazardous Substances (RoHS) Directive	1.0%
TOTAL POSSIBLE PERCENTAGE REDUCTION:		2.0%

A7. END OF LIFE PROVISION FOR PROPOSED MODEL

In cases where a proposed multifunction device model has reached end of life at the time of exercising the optional quantities, the Contractor will be permitted to propose a multifunction device model other than that stipulated in the original bid solicitation.

To be accepted as a substitute, the proposed multifunction device model must meet the configuration specifications and mandatory technical criteria detailed in Annex "A", offer equal or better value than the end of life multifunction device as determined by PWGSC, and be approved by the project administrative and technical authorities, in writing.

ANNEX "B"**BASIS OF PAYMENT**

Note: Customs duties are included. Goods and Services Tax or Harmonized Sales Tax is extra, if applicable. All unit prices are exclusive of any provincial disposal surcharge. Any provincial disposal surcharge is extra to the price and will be paid by Canada

B1. HARDWARE - MANDATORY DELIVERABLES**B1.1 MONOCHROME MFDs - Destination: National Capital Region**

Make and Model Offered: _____

Item	Description	OEM Part Number (if applicable)	Unit Price	Extended Price (Unit price x 30 MFDs)
1	Monochrome MFDs Firm unit price for the supply and delivery of 30 monochrome MFDs including the initial set of consumables and any optional accessories required to meet all of the requirements as detailed in Annex A by March 31, 2013		\$	\$
2	Monochrome MFD Installation and Configuration; Removal of Existing Hardware Firm unit price for the installation and configuration of 30 monochrome MFDs including any optional accessories required to meet all of the requirements as detailed in Annex A as well as removal of identified existing hardware as part of the installation process by March 31, 2013		\$	\$
3	Monochrome MFD Warranty and Maintenance Services Firm unit price for four (4) years of Warranty and Maintenance Services of 30 monochrome MFDs including any optional accessories required to meet all of the requirements as detailed in Annex A.		\$	\$
4	Monochrome MFD Warranty and Maintenance Services - Optional 5th Yr Firm unit price for the optional 5th year of Warranty and Maintenance Services, to be exercised prior to the end of the 4th year, of 30 monochrome MFDs including any optional accessories required to meet all of the requirements as detailed in Annex A.		\$	\$

B1.2 COLOUR MFDs - Destination: National Capital Region**Make and Model Offered:** _____

Item	Description	OEM Part Number (if applicable)	Unit Price	Extended Price (Unit price x 30 MFDs)
1	Colour MFDs Firm unit price for the supply and delivery of 30 colour MFDs including the initial set of consumables and any optional accessories required to meet all of the requirements as detailed in Annex A by March 31, 2013		\$	\$
2	Colour MFD Installation and Configuration; Removal of Existing Hardware Firm unit price for the installation and configuration of 30 colour MFDs including any optional accessories required to meet all of the requirements as detailed in Annex A as well as removal of identified existing hardware as part of the installation process by March 31, 2013		\$	\$
3	Colour MFD Warranty and Maintenance Services Firm unit price for four (4) years of Warranty and Maintenance Services of 30 colour MFDs including any optional accessories required to meet all of the requirements as detailed in Annex A.		\$	\$
4	Colour MFD Warranty and Maintenance Services - Optional 5th Yr Firm unit price for the optional 5th year of Warranty and Maintenance Services, to be exercised prior to the end of the 4th year, of 30 colour MFDs including any optional accessories required to meet all of the requirements as detailed in Annex A.		\$	\$

B2. HARDWARE - OPTIONAL QUANTITIES**B2.1 OPTIONAL MONOCHROME MFDs - Destination: TBD****Make and Model Offered:** *Same as B1.1*

Item	Description	OEM Part Number (if applicable)	Unit Price	Extended Price (Unit price x 30 MFDs)
1	<u>Optional Monochrome MFDs</u> Firm unit price for the supply of 30 optional monochrome MFDs including the initial set of consumables and any optional accessories required to meet all of the requirements as detailed in Annex A.		\$	\$
2	<u>Optional Monochrome MFD Installation and Configuration; Removal of Existing Hardware</u> Firm unit price for the installation and configuration of 30 optional monochrome MFDs including any optional accessories required to meet all of the requirements as detailed in Annex A as well as removal of identified existing hardware as part of the installation process.		\$	\$
3	<u>Optional Monochrome MFD Warranty and Maintenance Services</u> Firm unit price for four (4) years of Warranty and Maintenance Services of 30 optional monochrome MFDs including any optional accessories required to meet all of the requirements as detailed in Annex A.		\$	\$
4	<u>Optional Monochrome MFD Warranty and Maintenance Services - Optional 5th Yr</u> Firm unit price for the optional 5th year of Warranty and Maintenance Services, to be exercised prior to the end of the 4th year, of 30 optional monochrome MFDs including any optional accessories required to meet all of the requirements as detailed in Annex A.		\$	\$

B2.2 OPTIONAL COLOUR MFDs - Destination: TBD**Make and Model Offered:** *Same as B1.2*

Item	Description	OEM Part Number (if applicable)	Unit Price	Extended Price (Unit price x 30 MFDs)
1	Optional Colour MFDs Firm unit price for the supply of 30 optional colour MFDs including the initial set of consumables and any optional accessories required to meet all of the requirements as detailed in Annex A.		\$	\$
2	Optional Colour MFD Installation and Configuration; Removal of Existing Hardware Firm unit price for the installation and configuration of 30 optional colour MFDs including any optional accessories required to meet all of the requirements as detailed in Annex A as well as removal of identified existing hardware as part of the installation process.		\$	\$
3	Optional Colour MFD Warranty and Maintenance Services Firm unit price for four (4) years of Warranty and Maintenance Services of 30 optional colour MFDs including any optional accessories required to meet all of the requirements as detailed in Annex A.		\$	\$
4	Optional Colour MFD Warranty and Maintenance Services - Optional 5th Yr Firm unit price for the optional 5th year of Warranty and Maintenance Services, to be exercised prior to the end of the 4th year, of 30 optional colour MFDs including any optional accessories required to meet all of the requirements as detailed in Annex A.		\$	\$

B2.3 DELIVERY - OPTIONAL MONOCHROME AND OPTIONAL COLOUR MFDs

Firm, all-inclusive rate for the delivery of optional monochrome and/or optional colour MFDs, as described in 2.1 and 2.2 to:

Item	Delivery Destination	Unit Price
1	Vancouver, British Columbia	\$
2	Calgary, Alberta	\$

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3	Edmonton, Alberta	\$
4	Saskatoon, Saskatchewan	\$
5	Winnipeg, Manitoba	\$
6	Toronto, Ontario	\$
7	Ottawa, Ontario	\$
8	Montreal, Quebec	\$
9	Halifax, Nova Scotia	\$

B3. PROVINCIAL DISPOSAL SURCHARGE - IF APPLICABLE AND FOR EVALUATION PURPOSE ONLY

Item	Province	Provincial Disposal Surcharge Per Device at time of Bid Submission
1	British Columbia	\$
2	Alberta	\$
3	Saskatchewan	\$
4	Manitoba	\$
5	Ontario	\$
6	Quebec	\$
7	Nova Scotia	\$

B4. END-USER TRAINING SERVICES (NCR ONLY) - MANDATORY AND OPTIONAL DELIVERABLES

Item	Description	Hourly Rate	Extended Price (Hourly Rate x 50 hrs)
1	Firm, all inclusive hourly rate for 50 hours of end-user training services, between date of Contract Award to March 31, 2013, as detailed in Annex A.	\$	\$
2	Firm, all inclusive hourly rate for optional 50 hours of end-user training services, between April 1, 2013 to March 31, 2017 as detailed in Annex A.	\$	\$

Proposed Resource(s):

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Note: Hourly rates include the cost of labour, fringe benefits, general and administrative expenses, overhead, profit and the like, excepting only GST and HST if applicable. All expenses normally incurred in providing the services (i.e. project office space [including Contractor's hardware and software], word processing, reports, photocopying, courier and telephone charges, local travel and the like) are included in the hourly rates identified above, and will not be permitted as direct charges. Time worked which is more or less than an hour must be prorated to reflect actual time worked.

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B5. IMAGING CONSUMABLES

The provision of imaging consumables will not form part of this contract, however the Contractor agrees that imaging consumables unit prices stated below will be available to imaging consumables purchases made by Justice Canada. The Contractor must list out all consumables included and required for the offered monochrome and colour MFDs to meet the requirements, as detailed in Annex A.

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) during the printing, copying or scanning processes and replaced on routine basis.

Description	OEM Part Number (If applicable)	Initial Yield (provided with the equipment at delivery)	Subsequent Yield (for new purchase of consumables)	Unit Price				
				Period 1 Date of Contract Award to March 31, 2013	Period 2 April 1, 2013 to March 31, 2014	Period 3 April 1, 2014 to March 31, 2015	Period 4 April 1, 2015 to March 31, 2016	Period 5 April 1, 2016 to March 31, 2017
MONOCHROME MFD								
				\$	\$	\$	\$	\$
				\$	\$	\$	\$	\$
				\$	\$	\$	\$	\$
				\$	\$	\$	\$	\$
COLOUR MFD								
				\$	\$	\$	\$	\$
				\$	\$	\$	\$	\$
				\$	\$	\$	\$	\$
				\$	\$	\$	\$	\$

ANNEX "C"**WARRANTY AND MAINTENANCE SERVICES**

In addition to and notwithstanding Section 09, Warranty of 2010A, General Conditions - Goods (Medium Complexity); Section 14, Warranty for Purchased Hardware and Section 25, Hardware Maintenance Service in the Supplemental General Conditions 4001, Hardware Purchase, Lease and Maintenance, the Contractor agrees to provide the following warranty services:

C1. Warranty Period

The Warranty Period under this Contract is four (4) years.

C2. Beginning of Warranty Period

The Warranty Period begins on the Acceptance Date for each product (and, therefore, the Warranty Period may begin on different dates for different products under this Contract, if they were delivered and/or accepted on different dates).

C3. Warranty Services

The warranty services to be provided by the Contractor include On-Site Warranty Maintenance and Warranty Technical Support as described in this Contract (collectively, the "Warranty Services").

C4. Parts

The Contractor guarantees that all parts and technical materials required to provide the Warranty Services will be available for 4 years from the date of Contract. All parts supplied by the Contractor in performing any maintenance services must be new, unused or certified equal quality.

C5. Warranty Service Calls

Justice Canada may contact:

_____ (which must accept service calls from all Justice Canada users, anywhere in Canada, during the hours of 08:00 to 17:00 in the local time where the service outlet is located, Monday through Friday, excluding statutory holidays); or

the Contractor's single toll-free Maintenance Dispatch Number (which must accept service calls from all Justice Canada users, during the hours of 08:00 to 17:00 EST, Monday through Friday, excluding statutory holidays).

C6. Warranty Services include in Hardware Maintenance Unit Price

The cost of all parts, labour, travel and any other related costs associated with the Warranty Services are included in the unit price of the Warranty Services and no additional payments will be made for the Warranty Services, regardless of the location from which the Warranty Services are provided.

C7. On-Site Warranty Maintenance Services

As part of the Warranty Services, the Contractor accepts prime responsibility for the diagnosis and resolution of all problems that occur in the Products (including software issues and compatibility with

Justice Canada's network) throughout the Warranty Period. Maintenance Service provided must be such that the supplied Products are kept in good working condition at all times. The Contractor must provide the maintenance services described in Section 25 of 4001 (2010-01-11) Supplemental General Conditions - Hardware Purchase, Lease and Maintenance as follows:

C7.1 Principal Period of Maintenance

The Contractor must perform the On-Site Warranty Services during the Principal Period of Maintenance (PPM), which is defined as the continuous period during the hours of 08:00 to 17:00 (EST) Monday through Friday, excluding statutory holidays.

C7.2 Remedial Maintenance

The Contractor must perform remedial maintenance services, as and when requested by Justice Canada.

When Justice Canada requests remedial maintenance, the Contractor's service representative must respond within 24 hours. Service response time does not include Saturdays, Sundays or statutory holidays.

Response time is calculated from the time the Contractor, its Authorized Agent or Service Outlet has been notified by Justice Canada until the Contractor's technician arrives on site, regardless of the location from which the maintenance services are provided.

Upon commencing maintenance services, the technician must work continuously throughout the PPM until the hardware is returned to operation in accordance with the technical specifications in Annex A or until notified by Canada to suspend the work.

If, after arrival by the Contractor's technician on site, the Contractor determines that it cannot repair the hardware within two (2) working days, then the Contractor must provide a loaner unit, similarly equipped as the hardware being repaired, at no charge within five (5) working days of making this determination. A hardware being replaced or any of its components which contain Justice Canada information will be securely erased prior to removal from the site, or the hardware or applicable component will be left in the possession of Justice Canada. Justice Canada must be permitted to keep the loaner unit until the original hardware is repaired and returned in working condition. The Contractor must provide restoration and hardware-specific configuration on the loaner equipment and upon return of the original hardware.

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

C7.3 Preventative Maintenance

If required for the continuous operation of the hardware, preventative maintenance (required to inspect, lubricate and adjust the equipment) must be performed during the PPM. This service must be performed at the level and frequency recommended by the manufacturer and in accordance with the OEM specifications, or as otherwise agreed between Justice Canada and the Contractor. The cost of this maintenance is included in the price of the Hardware Maintenance Unit Price.

C7.4 Maintenance Reports

For each visit to perform On-Site Warranty Services, a Warranty Service maintenance report must be prepared by the Contractor's technician. It must include the following:

- (a) Contract number;
- (b) Client's name, telephone number and location;
- (c) Date and time of receipt of call and which service outlet received the call;
- (d) Dispatch date and time;
- (e) Printer type and serial number;
- (f) Site arrival and departure date and time (including the number of hours and date for each day on-site);
- (g) Reason for call (description of symptom and diagnosis of fault);
- (h) Action taken and/or service performed, including list of parts replaced and/or installed;
- (i) Technician's name and signature; and
- (j) Name (printed) and signature of the Justice Canada client accepting that the hardware appears to be working in a satisfactory manner.

The Contractor must retain a copy of this report for a period for 6 years and must, upon request by the Contracting Authority, provide a copy of the report to Canada within 30 calendar days.

C8. Language of Services

The Contractor must provide warranty and maintenance services in the Official Language(s) in use in the area of service.

C9. Site Regulations (On-site Service)

The Contractor undertakes and agrees to comply with all standing orders or other regulations, in force on the site where the work is to be performed, relating to the safety of persons on the site or the protection of property against loss or damage from any and all causes including fire.

C10. Licensing

The Contractor must obtain and maintain all permits, licenses and certificates of approval required for the Work to be performed under any applicable federal, provincial or municipal legislation. The Contractor will be responsible for any charges imposed by such legislation or regulations. Upon request, the Contractor must provide a copy of any such permit, license, or certificate to Canada.

C11. Safety Regulations and Labour Codes

The Contractor must adhere to all safety rules, regulations and labour codes in force in all jurisdictions where the Work is to be performed.

C12. Remedies Following Unacceptable Levels of Service

To ensure a continuing acceptable level of service for Justice Canada's workload, the Contractor agrees that during Warranty Period, Canada may exercise the remedial actions set out below.

The failure of Canada to exercise any or all of the following remedies does not mean that the service received conforms with the applicable mandatory requirements, nor will that failure lower the level of service acceptable for any portion of the Contract.

The Contractor will not be responsible for any deficiencies arising from any use of the equipment by Justice Canada that is inconsistent with practices or procedures published by the OEM or any other procedure previously published by the Contractor and accepted by Justice Canada.

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.

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 Contract.

The application of any remedy will not result in any increase in liability to Canada nor does it constitute waiver of any rights available to it.

C12.1 Process to Claim Remedy

Justice Canada 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 discovered by Justice.

Any such claim for a remedy must include reasonable documentation, including maintenance service reports, records of correspondence and chronology of incident(s) and unacceptable service, etc. to support such claim.

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 Canada.

Where the application of any remedy results in the requirement of the Contractor to replace equipment, then such replacement equipment must be installed within 24 hours of receipt of the claim, by the Contractor.

Where the application of any remedy results in the requirement of the Contractor to provide additional reports or other documentation, then such reports or other written documentation must be provided within 30 days of receipt of the claim, by the Contractor.

C12.2 Definitions

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

"Unscheduled Equipment Outage" means the period of time that equipment is unavailable to Justice Canada 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 Contract.

C12.3 Actual Remedies

Excessive Equipment Failure

In the event any given Hardware has 3 or more Remedial Equipment Failures in a 30 day period, then the Contractor must replace the equipment.

Failure to Repair Equipment

In the event that any single Unscheduled Equipment Outage exceeds 48 hours during the PPM, the Contractor must replace the equipment.

Failure to Respond to Remedial Equipment Failures

In the event that the Contractor fails to provide trained technicians to undertake remedial maintenance, within the response times specified in the Contract, 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 Contract; then, the Contractor must provide a Remedial Action Plan to Justice Canada to identify what steps will be taken by the Contractor to remedy the situation. In the event that Justice Canada is unsatisfied with the Remedial Action Plan, the Contract may be terminated.

C13. Warranty Technical Support

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

Toll-Free Hotline Telephone Support: The Contractor must have a toll-free bilingual technical support telephone number, available during the hours of 08:00 to 17:00 (local time in all time zones across Canada), Monday through Friday, excluding statutory holidays. This number must be accessible to Justice Canada, during the Warranty Period and must be staffed by qualified, full-time, dedicated staff who are knowledgeable about the hardware.

Internet-Based Technical Support: The Contractor must provide Internet-based technical support providing, at a minimum, message areas for technical assistance and problem diagnosis. The website must also contain support file areas with download/upload access to information such as technical documentation, drivers, set-up and configuration files and other pertinent software, as well as bulletins pertaining to hardware announcements, upgrades, recalls, and bug fixes.

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

C14. User-Serviceable Products

The Contractor agrees that Justice Canada 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 Services. These components/parts are restricted and applicable to the individual products supplied. These may include user-replaceable print-heads, toner cartridges, other user-replaceable consumables, user replaceable network interface adapters, software and driver updates supplied by the Contractor.

ANNEX "D"**ORIGINAL EQUIPMENT MANUFACTURER CERTIFICATION**

If the Bidder is itself the Original Equipment Manufacturer (OEM), it must provide the certification entitled "OEM Certification - Bidder OEM of Proposed Products".

If the Bidder is not the OEM, it must provide the certification entitled "OEM Certification - Bidder not OEM of Proposed Products".

OEM CERTIFICATION - BIDDER OEM OF PROPOSED PRODUCTS

On behalf of the Bidder, I certify that the Bidder is itself the OEM of the products being proposed in response to the solicitation identified below.

On behalf of the Bidder, I also certify that, if applicable,

1. the proposed monochrome MFD (make and model) _____:
 complies with the latest edition of the EU Reduction of Hazardous Substances (RoHS) Directive

2. the proposed colour MFD (make and model) _____:
 complies with the latest edition of the EU Reduction of Hazardous Substances (RoHS) Directive

Solicitation Number	
Name of Bidder	
Name of Bidder's Authorized Representative	
Signature of Bidder's Authorized Representative	
Date Signed	
If this Certification is limited to specific products or specific services, please provide details	

Note: Joint Venture Bids -- 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

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File No. - N° du dossier

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OEM CERTIFICATION - BIDDER NOT OEM OF PROPOSED PRODUCTS

The OEM identified below authorizes the Bidder named below to provide its products and provide warranty service in relation to those products under the resulting Contract as a result of the Solicitation identified below.

The OEM also certify that, if applicable,

- 1. the proposed monochrome MFD (make and model) _____:
 complies with the latest edition of the EU Reduction of Hazardous Substances (RoHS) Directive
- 2. the proposed colour MFD (make and model) _____:
 complies with the latest edition of the EU Reduction of Hazardous Substances (RoHS) Directive

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 Bidder	
If this Certification is limited to specific products or specific services, please provide details	

ANNEX "E"**CALCULATION OF TOTAL EVALUATED PRICE**

For evaluation purposes, the Total Evaluated Price will be calculated as follows:

(A)	B1.1 1	Extended Price for 30 Monochrome MFDs	\$ _____.
(B)	B3.	Unit Provincial Disposal Surcharge for Ontario x 30 Monochrome MFDs	\$ _____.
(C)	B1.1 2	Extended Price for 30 Monochrome MFD Installation and Configuration; Removal of Existing Hardware	\$ _____.
(D)	B1.1 3	Extended Price for 30 Monochrome MFD 4-Year Warranty and Maintenance Services	\$ _____.
(E)	B1.1 4	Extended Price for 30 Monochrome MFD 5th Year Optional Warranty and Maintenance Services	\$ _____.
(F)	B1.2 1	Extended Price for 30 Colour MFDs	\$ _____.
(G)	B3.	Unit Provincial Disposal Surcharge for Ontario x 30 Colour MFDs	\$ _____.
(H)	B1.2 2	Extended Price for 30 Colour MFD Installation and Configuration; Removal of Existing Hardware	\$ _____.
(I)	B1.2 3	Extended Price for 30 Colour MFD 4-Year Warranty and Maintenance Services	\$ _____.
(J)	B1.2 4	Extended Price for 30 Colour MFD 5th Year Optional Warranty and Maintenance Services	\$ _____.
(K)	B2.1 1	Extended Price for 30 Optional Monochrome MFDs	\$ _____.
(L)	B2.1 2	Extended Price for 30 Optional Monochrome MFD Installation and Configuration; Removal of Existing Hardware	\$ _____.
(M)	B2.1 3	Extended Price for 30 Optional Monochrome MFD 4-Year Warranty and Maintenance Services	\$ _____.
(N)	B2.1 4	Extended Price for 30 Optional Monochrome MFD 5th Year Optional Warranty and Maintenance Services	\$ _____.
(O)	B2.2 1	Extended Price for 30 Optional Colour MFDs	\$ _____.
(P)	B2.2 2	Extended Price for 30 Optional Colour MFD Installation and Configuration; Removal of Existing Hardware	\$ _____.

(Q)	B2.2 3	Extended Price for 30 Optional Colour MFD 4-Year Warranty and Maintenance Services	\$ _____.
(R)	B2.2 4	Extended Price for 30 Optional Colour MFD 5th Year Optional Warranty and Maintenance Services	\$ _____.
(S)	B2.3	<u>Delivery - Optional Monochrome and Colour MFDs</u> Delivery Unit Price for British Columbia x 3 Optional Monochrome Plus Delivery Unit Price for British Columbia x 2 Optional Colour Plus Delivery Unit Price for Alberta x 3 Optional Monochrome Plus Delivery Unit Price for Alberta x 2 Optional Colour Plus Delivery Unit Price for Saskatchewan x 2 Optional Monochrome Plus Delivery Unit Price for Saskatchewan x 1 Optional Colour Plus Delivery Unit Price for Manitoba x 2 Optional Monochrome Plus Delivery Unit Price for Manitoba x 1 Optional Colour Plus Delivery Unit Price for Ontario x 15 Optional Monochrome Plus Delivery Unit Price for Ontario x 15 Optional Colour Plus Delivery Unit Price for Quebec x 5 Optional Monochrome Plus Delivery Unit Price for Quebec x 5 Optional Colour Plus Delivery Unit Price for Nova Scotia x 2 Optional Monochrome Plus Delivery Unit Price for Nova Scotia x 2 Optional Colour	\$ _____.
(T)	B3.	<u>Provincial Disposal Surcharge - Optional Monochrome and Colour MFDs</u> Unit Provincial Disposal Surcharge for British Columbia x 5 Plus Unit Provincial Disposal Surcharge for Alberta x 5 Plus Unit Provincial Disposal Surcharge for Saskatchewan x 3 Plus Unit Provincial Disposal Surcharge for Manitoba x 3 Plus Unit Provincial Disposal Surcharge for Ontario x 30 Plus Unit Provincial Disposal Surcharge for Quebec x 10 Plus Unit Provincial Disposal Surcharge for Nova Scotia x 4	\$ _____.

(U) B4. 1 Extended Price for 50 hours of end-user training services \$ _____.

(V) B4. 2 Extended Price for 50 hours of optional end-user training services \$ _____.

(W) B5. Consumables - Monochrome MFD

For each applicable line item noted in Annex B5 - Monochrome MFD, the initial yield will be subtracted from the evaluation estimated prints (360,000 prints at 5% coverage) then multiplied by the average cost per page (an average of the unit prices proposed for periods 1 - 5 divided by the subsequent yield).

This calculation will be applied to each applicable line item and totaled to obtain the consumables cost - monochrome MFD

If alternative types of required consumables are proposed, only the lowest average cost per page line item of the various alternatives will be used in calculating the consumables cost.

Consumables Cost (Monochrome MFD): \$ _____ x 60 = \$ _____.

(X) B5. Consumables - Colour MFD

For each applicable line item noted in Annex B5 - Colour MFD, the initial yield will be subtracted from the evaluation estimated prints (135,000 prints at 5% coverage) then multiplied by the average cost per page (an average of the unit prices proposed for periods 1 - 5 divided by the subsequent yield).

This calculation will be applied to each applicable line item and totaled to obtain the consumables cost - colour MFD

If alternative types of required consumables are proposed, only the lowest average cost per page line item of the various alternatives will be used in calculating the consumables cost.

Consumables Cost (Colour MFD): \$ _____ x 60 = \$ _____.

Sub-Total (Sum of (A) through (X)) \$ _____.

(Y) A6. **Additional Environmental Certification - Percentage Reduction**

Sub-Total x _____ % = \$ _____.

Total Evaluated Price (Sub-Total - (Y)):	\$ _____.
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APPENDIX 1

EXAMPLE JUSTICE CANADA IMPLEMENTATION INSTRUCTIONS AND FLOOR PLANS



Implementation Instructions

BLDG	FLR	DEPT	FLR PLAN	BRAND	MODEL #	S/N	d	IT Instructions
100 Metcalfe	3		C1	RICOH MP	6001	V6995801129	See Copier Rentals	Remove at expiry 11-11-2012 Will cost \$393.58 for 29 more months)
100 Metcalfe	3		F1	CANON LC	9000	UYS43470		Leave
100 Metcalfe	3		F2	CANON LC	710			Surplus
100 Metcalfe	3		F3	RICOH FAX L	3300			Surplus
								Install MFD (MFD1)40 ppm w/colour, fax (2 boards), scan, copy and print. Replaces NCP2, NCP3, NP4,S1,F2,F3
100 Metcalfe	3		NCP1	LEXMARK C	782	940W821	172.27.103.21	Surplus
								Install MFD (MFD3)40 ppm w/colour, scan, copy and print. Replaces NCP1, NP3
100 Metcalfe	3		NCP4	HP COLOR LJ	4650	JKAD39037	172.27.103.50	Surplus
100 Metcalfe	3		NCP2	HP COLOR LJ	8550	S460LXXXXX	172.27.103.16	Surplus
100 Metcalfe	3		NCP3	HP COLOR LJ	4650	JKAC42996	172.27.103.47	Surplus
								Install MFD (MFD2)40 ppm w/colour, scan, copy and print. Replaces NCP4, NP1, NP2
100 Metcalfe	3		NP1	HP LJ	9050	JPL73P0H4	172.27.103.19	Surplus
100 Metcalfe	3		NP2	HP LJ	4350	CNGXL19511	172.27.103.15	Leave for labels letterhead etc...
100 Metcalfe	3		NP3	HP LJ	4250	CNGXL26375	172.27.103.25	Surplus
100 Metcalfe	3		NP4	HP LJ	4250	CNGXG44287	172.27.103.29	Surplus
100 Metcalfe	3		NP5	SAMSUNG LP ML	4550	4961B1HPA00014T	172.27.103.23	Leave for labels letterhead etc...

