

**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 Lease : Production Copiers	
Solicitation No. - N° de l'invitation W1810-120396/A	Date 2012-03-22
Client Reference No. - N° de référence du client W1810-120396	
GETS Reference No. - N° de référence de SEAG PW-\$VAN-580-6664	
File No. - N° de dossier VAN-1-34347 (580)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-05-02	Time Zone Fuseau horaire Pacific Daylight Saving Time PDT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Navarro, Maria	Buyer Id - Id de l'acheteur van580
Telephone No. - N° de téléphone (604) 775-9911 ()	FAX No. - N° de FAX (604) 775-7526
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE CF School of Communications & Electronics 5 Bying Ave, Bldg B15, Bay 9 KINGSTON Ontario K7K 7B4 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. Statement of Work

The Department of National Defence's Canadian Forces School of Communications and Electronics (CFSCE) located in Kingston, ON, has a requirement for the **60 month lease** of two (2) production copiers: **one (1) new monochrome production copier**, and **one (1) new colour production copier, including all related accessories for both devices**. This Contract is for the supply, delivery, and installation of the equipment as well as any training that would be necessary to allow users to access all of the required features of the equipment.

Lease term will include the provision of all preventive and remedial service and the provision of all imaging consumables, as well as the removal of the equipment at the end of the lease period.

The hard disk drive must be removed at the end of the lease, and will remain with CFSCE.

The monochrome and colour production copiers must be **configured as described in Annex A** of the solicitation.

The winning bidder must supply, deliver and install both copiers.

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 issued by Public Works and Government Services Canada.

(<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>)

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.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days

Insert: one twenty (120) days

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 ten (10) 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

Remark to Contracting Authority: If soft copies are requested, it is suggested that the same quantity be requested for both hard and soft copies.

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 (1 hard copy)

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. Full technical specifications and descriptive materials shall be submitted with the proposed product. Failure to provide these materials with the proposal will result in the proposal being declared non-responsive.

In order to demonstrate compliance to the technical requirements, it is requested that the Bidder's Technical Bid include at a minimum the following:

- (a) a completed Annex C table, indicating compliance to the specifications, supplying equipment details, print speeds and providing reference locations to supporting documentation and technical brochures included in the Bid, and;
- (b) Technical brochures and supporting documents should be cross-referenced with Annex C and pertinent information demonstrating compliance should be clearly marked.

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CCC No./N° CCC - FMS No/ N° VME

Information to be filled in by the Bidder are left _____, please fill-in spaces accordingly.

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.

A completed Annex B, Basis of Payment, table.

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

Bids will be evaluated in accordance with the Technical Bid criteria detailed in Annex C . Bids will be assessed to ensure compliance with all of the requirements of this solicitation as described at Annex A - Statement of Work.

1.1.1 Clarification

If Canada seeks clarification or verification from the Bidder regarding its offer, the Bidder will have one (1) working day or such longer period as is specified in writing by the Contracting Authority to provide the necessary information to Canada. Failure to meet this deadline will result in the offer being declared non-responsive.

1.2 Rated Criteria

The FMR for the **Colour device** will be decreased by a **maximum of 4%**, please refer to Annex C for the full details.

Please refer to Annex C, Evaluation Criteria and Method of Selection.

Information to be filled in by the Bidder are left _____, please fill-in spaces accordingly.

1.3 Financial Evaluation

Please refer to Annex C, and complete the Basis of Payment, Annex B.

At every instance of \$_____ a price MUST be provided.

1.3.1 Evaluation of Price

SACC Manual Clause A0220T (2007-05-25) Evaluation of Price

2. Basis of Selection

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.

1.2 Former Public Servant Certification

Contracts with former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below.

Definitions

For the purposes of this clause,

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

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

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

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

Former Public Servant in Receipt of a Pension

Is the Bidder a FPS in receipt of a pension as defined above? YES () NO ()

If so, the Bidder must provide the following information:

- (a) name of former public servant;

(b) date of termination of employment or retirement from the Public Service.

Work Force Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? YES () NO ()

If so, the Bidder must provide the following information:

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

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.

1.3 OEM Certification

As part of the evaluation, Canada requires OEM Certifications for the production copiers being bid. If the Bidder is itself the OEM, it **must** provide the certification entitled "OEM Certification – Bidder is the OEM of Products Offered". If the Bidder is not the OEM, it **must** provide the certification entitled "OEM Certification – Bidder is not the OEM of Products Bid". If the Bidder is bidding products from multiple OEMs, a separate certification must be provided in respect of each OEM.

OEM Certification – Bidder is the OEM of Products Bid	
On behalf of the Bidder, I certify that the Bidder is itself the OEM of the products being offered in response to the Solicitation identified below.	
Solicitation Number	
Name of Bidder	
Signature of Bidder's Authorized Representative	
Name of Bidder's Authorized Representative	
Date Signed	
If this Certification is limited to specific products or specific services, please provide details	

Note for Joint Venture Bidder: 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.

OEM Certification – Bidder is not the OEM of Products Bid
The OEM identified below authorizes the Bidder named below to provide its products and provide warranty service in relation to those products under the Contract issued as a result of the Solicitation identified below.

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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	

Note for Joint Venture Bidders: Certifications made by the OEM must name (as the Bidder) ALL members of the joint venture Bidder that will be involved in delivering or servicing that OEM's equipment in the performance of the Work, or the joint venture itself must be named (if the joint venture has been given a name).

Certification

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement

There is no security requirement associated with the requirement.

2. Requirement

The Contractor must perform the Work in accordance with the Statement of Work 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 issued by Public Works and Government Services Canada. (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>)

3.1 General Conditions

2010C (2012-03-12) General Conditions - Services (Medium Complexity), apply to and form part of the Contract.

3.2 Supplemental General Conditions

The following Supplemental General Conditions apply to and form part of the Contract:

4001 (2010-08-16) - Hardware Purchase, Lease and Maintenance;

4003 (2010-08-16) - Licensed Software; and

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

Products to be New, Off-the-Shelf, and Current: In addition to and notwithstanding **4001 (2010-08-16) Supplemental General Conditions Hardware Purchase, Lease and Maintenance Part I**, Section 02 "Hardware Must Be New", The Products must be new and unused (however, some parts used in the manufacture of the Product may be refurbished, if they are certified as equal quality to new and unused parts); "off-the-shelf" (composed of standard equipment requiring no further research or development); of current manufacture (still in production by the OEM); and conform to the current issue of the applicable specification and/or part number of the OEM.

Part V, 26 (2010-01-11) Classes of Hardware Maintenance Service of 4001 (2010-08-16)

Hardware Purchase, Lease and Maintenance article 4 from 3a to 3d is removed and replaced by the following:

The **Principal Period of Maintenance (PPM)** is defined as the consecutive hour period per day between the hours of 08:00 to 17:00 (local time) Monday through Friday, excluding statutory holidays.

Service Response Time must not exceed **four (4) hours** from the time the Contractor has been notified by any Identified User, regardless of the location from which the maintenance services are provided, except on written agreement by the Identified User. Service Response Time measurements do not include Saturdays, Sundays or statutory holidays. Response time is calculated from the time the Contractor has been notified by the Identified User to the arrival of the contractors maintenance personnel on site. When the Total Unscheduled Equipment Outage (as per the definition in **Annex A, Article A2.10.3**) exceeds four (4) hours, the client may claim a Remedy as described in **Annex A, Article A2.10**.

Upon commencing any maintenance services, the Contractor must work continuously in performing the maintenance until the copier(s) being serviced is operative or until the client notifies the Contractor to suspend work.

If after arrival by the Contractor's maintenance personnel on-site, it is determined that the Contractor cannot repair the defective equipment within two (2) working days and the equipment is inoperational, the Contractor must provide loaner parts or equipment to permit the client to provide an equal or better level of service while the equipment being repaired, at no charge, within twenty-four (24) hours of such determination by the Contractor's maintenance personnel. The client will keep the loaner equipment until the original defective equipment is repaired and returned in working condition.

Section 02 License Grant, part 4 of 4003 (2008-12-12) Licensed Software will refer to "Device License" instead of "User License".

4. Term of Contract

4.1 Period of the Contract

The period of the Contract will be for 60 months, commencing upon the delivery and acceptance of the devices.

All devices including accessories must be received on or before 30 April 2012.

4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least thirty (30) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Maria Navarro
 Title: Supply Officer
 Public Works and Government Services Canada - Acquisitions Branch
 Imaging Product Management Group
 Address: 641-800 Burrard Street, Vancouver, BC V6Z 2V8
 Telephone: 604.775.9911
 Facsimile: 604.775.7526
 E-mail address: maria.navarro@pwgsc.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 inserted at Contract award)*

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 *(Please insert contact information)*

Name: _____
 Title: _____
 Address: _____

Telephone: _____
 Facsimile: _____
 E-mail: _____

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 monthly rate for the lease and a firm rate per specified number of prints or copies for maintenance (covering all parts, labour, preventive and remedial maintenance), payable each month in arrears, in accordance with Annex "B".

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 Expenditure

1. In consideration that the print and copy volumes are estimates only, Canada's total liability to the Contractor under the Contract must not exceed \$_____ . ____ *(To be completed at Contract Award)* including GST/HST.

2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- (a) when it is 75 percent committed, or
- (b) four (4) months before the contract expiry date, or
- (c) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

6.3 Monthly Payment

SACC Manual clause H1008C (2008-05-12), Monthly Payment

6.4 SACC Manual Clauses

SACC Manual clause A9117C (2007-11-30), T1204 - Direct Request by Customer Department

7. Invoicing Instructions

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

2. Invoices must be distributed as follows:

The original and two (2) copies of the invoices and maintenance reports must be forwarded to the Project Authority as identified in the Contract under article 5. "Authorities".

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, including annexes
- (b) the general conditions 2010C (2011-05-16) General Conditions - Services (Medium Complexity);
- (c) the supplemental general conditions 4001 Hardware Purchase, Lease and Maintenance; 4003 (2010-08-16) Licensed Software; 4004 (2010-08-16) Maintenance and Support Services for Licensed Software; and
- (d) the Contractor's bid dated _____ (*Please insert date of bid*)

11. SACC Manual Clauses

The following SACC Manual Clauses apply:

- A9062C (2011-05-16) Canadian Forces Site Regulations
- B1501C (2006-06-16) Electrical Equipment
- B7500C (2006-06-16) Excess Goods
- G1005C (2008-05-12) Insurance
- D0018C (2007-11-30) Delivery and Unloading

12. Termination

Canada may at its option, with two weeks notice, terminate the use of any installed device where such termination would take effect at the end of the month following the two week notice period subject to the following conditions:

12.1 Termination Fees

Where the termination takes place prior to the completion of the applicable Commitment Period, then Canada will pay a fixed Termination Fee. The Contractor may choose to, but is not obliged to, waive or reduce this Termination Fee in the event of a subsequent Contract for new equipment. In no case will the Termination Fee be added to the new Contract.

The Termination Fee will be equal to the difference between the actual amount paid to-date and an Adjusted Amount. The Adjusted Amount will be calculated as following:

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

would have been due for 48 months using the Fixed Monthly Rate for a FOUR (4) YEAR Commitment Period or exceed the balance of the Fixed Monthly Rate that would have been due had the lease not been terminated.

4. where the **original Commitment Period was 5 years and where the actual period of installation was less than 60 months**, then the Adjusted Amount will be based on the rates associated with a FOUR (4) Year Commitment Period multiplied by the actual number of months that the equipment was installed; but in no event will the Termination Fee exceed the balance of the Fixed Monthly Rate that would have been due had the Commitment Period not been terminated.

12.2 Removal of Additional or Reconfiguration Equipment

Should the Identified User wish to remove Additional or Reconfiguration Equipment prior to the completion of the applicable Commitment Period for that equipment, this is not considered a termination of the base unit. However, the Offeror may charge a termination fee for the option(s) removed that will be determined in the same way as for the base machinery but with the Adjusted Amount to be determined from the FMR of the optional equipment only. There will be no additional Professional Services charges for the removal of equipment.

12.3 Termination of a device during Renewal Periods

Where an installed device is in a renewal period and where the device has been installed for more than five (5) years, and where the Identified User can show documented evidence of excessive downtime or reduction of functionality, the Renewal Contract may be terminated with a minimum of thirty days notice and no Termination Fees will apply.

Please refer to Annex B, Basis of Payment for the Termination Fees.

ANNEX A STATEMENT OF WORK

A1. REQUIREMENT

The Department of National Defense (DND), Kingston, ON, has a requirement for the **60 month lease of one (1) new _____ (insert device model) monochrome production copier, and one (1) new _____ (insert device model) colour production copier, including all related accessories for both devices.** This Contract is for the supply, delivery, and installation of the equipment as well as any training that would be necessary to allow users to access all of the required features of the equipment.

Lease term will include the provision of all preventive and remedial service and the provision of all imaging consumables, as well as the removal of the equipment at the end of the lease period.

The hard disk drive must be removed at the end of the lease, and will remain with the DND.

The monochrome and colour production copiers must be **configured as described in the tables below.** In addition the Contract includes all training that would be necessary to allow users to access all of the required features of the equipment.

Mandatory Specifications Common to both devices	
Bilingual	Copier must support the bilingual (English & French) capabilities of all IBM and IBM-compatible microcomputer software
Office Environment	Copier must be fully operational in a normal office environment at normal room temperature, and be capable of meeting the daily duty cycle and level of service requirements listed in these Technical Specifications
User Manuals	A user manual must be supplied in the format requested at the time of order: printed hardcopy, CD-ROM or downloaded from the Internet
Print Driver	Must be compatible with Mac OSX 10.6 and higher
Control Panel	Touch-screen printer control panel located on a movable arm above or beside the main unit
Paper Trays	Main unit must have a minimum of two integrated paper trays, one of which must be a universal tray able to handle 11" x 17" media
Input Tray	Must have a large capacity input paper tray with a vacuum-feed or air-assisted friction feed and with an air dehumidification system to dry the paper
Document Feeder	Must have a reversing automatic document feeder capable of holding at least 100 sheets of 20lb paper
Decurler	Must have an output paper decurler unit
Finisher	i. Must be capable of offset stacking and multi-position stapling of a minimum of 20 sheets of 20lb paper ii. Must be capable of saddle-stitching and folding a minimum of 20 sheets of 20lb paper without a reduction in the operating print speed. iii. Inline 2-hole and 3-hole punch
Indicator	Must have a light or other visual indicator to alert operators of machine status for conditions, e.g. 'operating normally; requires supplies; and requires intervention.'
Print Engine	Minimum 1200 x 1200 dots per inch
Media	i. Must be able to handle media up to 13" x 19"

	ii. Must be able to duplex print on paper and card stock up to 300 gsm from at least one tray of the large capacity input paper unit
Scanner	Must scan at native 1200dpi resolution
Internal Hard disk	Internal hard disk and operating system must be able to store scanned documents or documents transmitted over a wired network, retaining the documents and related print settings for later reprints.
Internal Print Server	Must have an internal print server hosting a web-based operation and control interface accessible over a wired network
Toner Cartridge	Ability to change toner cartridges and toner waste container without stopping prints in progress
Security	Data overwrite security system for the controller's hard disk drive, with encryption for documents stored on the drive
Hard drive	Hard disk drive must be surrendered to DND at the end of Contract for secure disposal
Document Server	Must have an integrated document server to store print jobs including content and settings for recall and reprint
Environmental Requirements	(i) Copiers must be manufactured in facilities that are both ISO 9001:2000 and ISO 14001 certified; and (ii) All materials in which the Products are packaged and shipped must be recyclable and/or the Contractor must reuse, recycle or dispose of in an environmentally sensitive manner all packaging materials removed from Products installed
Maintenance	(i) Must meet 4-hour response time within the Principal Period of Maintenance; and (ii) Must provide toll-free maintenance dispatch number
Training	Must provide training to key operational users

The following **MANDATORY** Specifications for the Monochrome device are as follows:

Print Speed	Minimum rated print speed of 130 pages per minute for letter-sized documents
Print Controller	Must have an embedded print controller supporting PCL5e/6 and Adobe PS3
Paper Tray	Post-insertion tray
Paper Stacker	High capacity output stacker must accept 5000 sheets of 20lb bond paper with two media dollies/carts

The following **MANDATORY** Specifications for the Colour device are as follows:

Print Speed	Minimum rated print speed of 60 pages per minute for letter-sized documents
Duplex printing	Print speed for duplex printing on 11"x17" stock under 216 gsm must maintain the minimum required speed of 60 pages per minute. Print speed for heavier stock during duplex printing must not drop below 42 pages per minute.
Registration	Registration tolerances must not exceed 0.5mm accuracy front-to-back, with the ability by a trained user to adjust registration for a given media and retain settings for repeated use
Print Controller	Must have an external fiery print controller supporting PCL5e/6 and Adobe PS3 that includes EFI ES-1000 spectrophotometer, Graphic Arts package, SeeSequence Impose, BookletMaker 4.0, Command Workstation 5, Colorwise 3.0, HotFolders, and support for Adobe APPE print engine.

The following **OPTIONAL** Specifications for the Colour device are as follows:

Toner	Oil-free toner permitting overprinting by digital laser systems
Fuser	A second fuser unit should be included during initial delivery as back-up to reduce downtime from equipment failure and allow media width matching. [As per maintenance agreement, replacement of parts must be done by the Contractor]
Print Controller	Print controller includes paper catalogue that retains print and registration settings for various types of non-manufacturer specific media for call-up from either the control panel or print driver
Envelopes	Documented support for printing on envelopes from at least one input tray other than the bypass tray

A2. MAINTENANCE SERVICE

In addition to and notwithstanding **4001 (2010-08-16) Supplemental General Conditions Hardware Purchase, Lease and Maintenance** the following articles apply to the Contract:

A2.1 Description of Services

Maintenance service provided must be such that the supplied equipment is kept in good working condition at all times. Maintenance services will be provided in support of the installed, effective from the date of installation. The responsibility for maintaining the equipment in good working condition rests with the Contractor.

A2.2 Preventive Maintenance

On-site preventive maintenance (required to inspect, lubricate and adjust the equipment) must be performed during the Principal Period of Maintenance (PPM) as defined in **Article A2.8.1**. This service must be performed in accordance with the OEM specifications or as otherwise agreed between the Identified User and the Contractor. The cost of this maintenance is included in the Base Firm Monthly Rate (FMR) associated with any printer/copier including any leased Additional Equipment. The Contractor must keep a log of all preventive maintenance performed for each printer/copier and ensure that it is available to the Contracting Authority and/or the Administrative Authority.

A2.3 Remedial Maintenance

The Contractor must provide, in addition to the above described on-site preventive maintenance service, on-call remedial maintenance service, the cost of which is included in the Base FMR associated with the equipment provided.

Remedial maintenance or emergency repair service on any printer/copier including replacement of unserviceable parts and labour, on-site during the PPM, must be completed within the limits required by Article A2.8 *Service Response Time During the Principal Period of Maintenance*.

A2.4 Replacement Parts

All parts supplied by the Contractor in performing the maintenance services must be new or of substantially equal quality. The provision of parts for maintaining the proposed equipment is the responsibility of the Contractor, and must be provided within **twenty-four (24) hours**.

With the **exception of any hard drives or other data retaining modules**, removed parts of any leased equipment will become the property of the Contractor. Software items must be to the latest version released, unless otherwise specified, and will be provided with the normal Manufacturer's warranty and customer support.

A2.5 Qualified Personnel

All service personnel must be trained and certified by the manufacturer to perform work on any equipment for which they provide service. The Contractor must ensure that all personnel assigned have knowledge of the terms and conditions of any resulting Contract and must certify compliance with the level of service required.

Contractor's personnel must be escorted by a Commissionaire or DND employee at all times while on site.

A2.6 Training

The Contractor must provide adequate user and/or Key Operator training to allow the client's employees to efficiently and effectively operate the equipment, at no extra cost. Any required training facilities or space will be provided by the client. The client may engage the Contractor to provide additional or more in-depth training at an additional cost to be negotiated outside this Contract.

A2.7 Level of Service

The Contractor warrants and guarantees that the equipment furnished under any resulting Contract will perform at the contracted average monthly volume with the loss of print or copy service of not more than an aggregate equivalent of eight (8) normal working hours per month consisting of twenty (20) eight (8) hour days, due to either breakdown or preventive maintenance. This will ensure 95% availability in a normal user month. In those instances where the client employs the equipment for longer working days, 95% availability must still be met.

Such aggregate downtime is to commence at the time of notifying the Contractor in the case of a problem or at start of shutdown in the case of preventive maintenance and is to end when printing or copying service is restored. Where the user requests, receives and pays for overtime servicing, such hours will be excluded. Individual cases involving loss of service in excess of the above norm in any one month, leading to serious disruption of work, shall be brought to the attention of the PWGSC Contracting Authority and the Contractor shall take necessary steps to rectify the situation. In the event that the Contractor does not respond to the satisfaction of the user within two (2) weeks from the date the excessive downtime commenced, the Contractor shall be deemed in default and the Minister will have the right to the Remedies described in Article A2.10 *Remedies Following Unacceptable Levels of Services*.

The Contractor will be informed by the client of requirements exceeding normal working hours. The Contractor shall have the capability of providing after hours service either on an on-call or an on-site basis for the duration of the Contract. Arrangements for this service shall be made in writing for each requirement or group of requirements and while the rates shall not exceed those detailed in Annex B, the actual arrangements fall outside of the scope of this agreement.

A2.8 Service Response Time During the Principal Period of Maintenance

A2.8.1 The **Principal Period of Maintenance (PPM)** is defined as the consecutive hour period per day between the hours of 08:00 to 17:00 (local time) Monday through Friday, excluding statutory holidays.

A2.8.2 Service Response Time must not exceed **four (4) hours** from the time the Contractor has been notified by any Identified User, regardless of the location from which the maintenance services are provided, except on written agreement by the Identified User. Service Response Time measurements do not include Saturdays, Sundays or statutory holidays. Response time is calculated from the time the Contractor has been notified by the Identified User to the arrival of the contractors maintenance personnel on site. When the Total Unscheduled Equipment Outage (as per the definition in **Article A2.10.3**) exceeds four (4) hours, the client may claim a Remedy as described in **Article A2.10**.

A2.8.3 Upon commencing any maintenance services, the Contractor must work continuously in performing the maintenance until the copier(s) being serviced is operative or until the client notifies the Contractor to suspend work.

A2.8.4 If after arrival by the Contractor's maintenance personnel on-site, it is determined that the Contractor cannot repair the defective equipment within two (2) working days and the equipment is inoperational, the Contractor must provide loaner parts or equipment to permit the client to provide an equal or better level of service while the equipment being repaired, at no charge, within twenty-four (24) hours of such determination by the Contractor's maintenance personnel. The client will keep the loaner equipment until the original defective equipment is repaired and returned in working condition.

A2.9 Copier Maintenance History Report

In addition to the information required for the Hardware Maintenance Service report, of supplemental general conditions 4001, article 7 of Part V, the following information is required:

- (a) Contract number
- (b) Total down time

Copies of these reports must be made available to the Contracting Authority within thirty (30) days of request.

A2.10 Remedies Following Unacceptable Levels of Service

A2.10.1 General

To ensure a continuing acceptable level of service for the DND's workload, the Contractor agrees that Canada may exercise the following remedial actions.

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 the client that is inconsistent with practices or procedures published by the OEM or any other procedure previously published by the Contractor and accepted by the client.

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 shall not prevent Canada from terminating for default in any instance of nonconformity with the terms of the Contract.

The application of any remedy shall not result in any increase in liability to Canada.

A2.10.2 Process to Claim Remedy

The client must claim the applicable of any remedy, in writing, within 30 days from the time that the failure resulting in the application of the remedy could reasonably be noted by the Identified User.

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

Where the application of any remedy results in a financial benefit in favour of Canada, then such financial benefit must be applied as a credit to the applicable invoice for the billing period following the billing period in which the claim was received by the Contractor.

Where the application of any remedy results in the requirement of the Contractor to replace parts of modular equipment, then such replacement equipment must be installed within 24 hours of receipt of the claim, by the Contractor. Should it be required that the Contractor replace the print system or print systems, as within the context of the Total Satisfaction Guarantee, the replacement equipment will be installed within two weeks of a request, unless a written extension is given by the client.

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.

A2.10.3 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 the client where such unavailability is caused by a Remedial Equipment Failure such period must commence when the Contractor is informed of the Remedial Equipment Failure in accordance with the Contract.

A2.10.4 Actual Remedies

A2.10.4.1 Excessive Equipment Failure

In the event any of the copiers supplied has 3 or more Remedial Equipment Failures in a 30 day period, then the Contractor must replace such printer/copier with same or like equipment, if requested by the client. The replacement equipment shall be installed within two weeks of a request, unless a written extension is given by the client.

A2.10.4.2 Failure to Repair Equipment

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

A2.10.4.3 Excessive Outage

In the event that the Total Unscheduled Equipment Outage exceeds four (4) hours during the PPM, in any given call, for either print system, the charges associated with that print system shall be reduced in accordance with the following formula:

(TUEO/8) × .1 × Total FMR + Fixed Monthly Service Rate; where TUEO is the Total Unscheduled Equipment Outage in hours during the PPM within the applicable month. This remedy must not exceed 2 times the Total FMR for any given monthly period.

A2.10.4.4 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 Standing Offer, in more than 10% of occurrences measured over a 30 day period of the number of times such services were required in accordance with the individual Contract; then, the Contractor must provide a Remedial Action Plan to the client to identify what steps will be taken by the Contractor to remedy the situation. In the event that the client is unable to negotiate a suitable course of action with the Contractor, the Contracting Authority will determine if there is cause for Termination for Default.

A2.10.4.5 Spoilage of Copies

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

Annex B Basis of Payment

B1. For the lease, delivery, configuration and installation of the **Monochrome device**, the Contractor will be paid the following firm rates:

One (1) _____ (insert device model)

Equipment Offered List the mainframe and all added optional equipment required to meet the Specifications as detailed in Annex A.	Part No.	FIXED	MONTHLY	RATES	(FMR)
		24 months for Termination Purposes Only	36 months for Termination Purposes Only	48 months for Termination Purposes Only	60 months
Base Unit Model Name: _____ _____		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
TOTAL FMR		\$	\$	\$	\$

Note: the rates proposed for each lease period must be lower than that of the preceding shorter lease period. For example, the 48 month FMR must be lower than the 36 month FMR.

"Cost Per Copy/Print" (CPC)

means the fixed (or firm) rate per print or copy including related supplies or consumables (i.e. toner, developer, etc.) and preventive and remedial maintenance.

	Copy Cost
Monochrome Cost per copy (CPC)	\$ _____
Monthly Cost (× 207,000* copies)	\$ _____
Extended Price (× 60 months)	\$ _____

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*** Note:** The number of copies per month is an estimate; the actual usage may be higher or lower than this number. The estimates will not constrain the Department to use this many pages per month.

B2. For the lease, delivery, configuration and installation of the **Colour device**, the Contractor will be paid the following firm rates:

One (1) _____ (insert device model)

Equipment Offered	Part No.	FIXED	MONTHLY	RATES	(FMR)
		24 months for Termination Purposes Only	36 months for Termination Purposes Only	48 months for Termination Purposes Only	60 months
List the mainframe and all added optional equipment required to meet the Specifications as detailed in Annex A.					
Base Unit Model Name:		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
TOTAL FMR		\$	\$	\$	\$

Note: the rates proposed for each lease period must be lower than that of the preceding shorter lease period. For example, the 48 month FMR must be lower than the 36 month FMR.

"Cost Per Copy/Print" (CPC)

means the fixed (or firm) rate per print or copy including related supplies or consumables (i.e. toner, developer, etc.) and preventive and remedial maintenance.

	Copy Cost
Colour Cost per copy (CPC)	\$ _____
Monthly Cost (× 24,000* copies)	\$ _____
Extended Price (× 60 months)	\$ _____

* **Note:** The number of copies per month is an estimate; the actual usage may be higher or lower than this number. The estimates will not constrain the Department to use this many pages per month.

Total Cost for 60-month Lease of Monochrome device \$ _____
Total Cost for 60-month Lease of Colour device \$ _____
Estimated Copy Costs for Monochrome (60 months) \$ _____
Estimated Copy Costs for Colour (60 months) \$ _____

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TOTAL ESTIMATED CONTRACT VALUE \$_____

B3. Renewal Rates

B3.1 For the lease, delivery, configuration and installation of the **Mandatory device**, the Contractor will be paid the following firm rates:

One (1) _____ (insert device model)

Equipment Offered List the mainframe and all added optional equipment required to meet the Specifications as detailed in Annex A.	Part No.	12 months <i>First Renewal Year</i>	12 months <i>Second Renewal Year</i>
Base Unit Model Name: _____		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
TOTAL FMR		\$	\$

"Cost Per Copy/Print" (CPC)

means the fixed (or firm) rate per print or copy including related supplies or consumables (i.e. toner, developer, etc.) and preventive and remedial maintenance.

	Year 1	Year 2
Monochrome Cost per copy (CPC)	\$ _____	\$ _____
Monthly Cost (× 207,000* copies)	\$ _____	\$ _____
Extended Price (× 60 months)	\$ _____	\$ _____

* **Note:** The number of copies per month is an estimate; the actual usage may be higher or lower than this number. The estimates will not constrain the Department to use this many pages per month.

B3.2 For the lease, delivery, configuration and installation of the **Colour device**, the Contractor will be paid the following firm rates:

One (1) _____ (insert device model)

Equipment Offered List the mainframe and all added optional equipment required to meet the Specifications as detailed in Annex A.	Part No.	12 months First Renewal Year	12 months Second Renewal Year
Base Unit Model Name: _____		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
TOTAL FMR		\$	\$

"Cost Per Copy/Print" (CPC)

means the fixed (or firm) rate per print or copy including related supplies or consumables (i.e. toner, developer, etc.) and preventive and remedial maintenance.

	Year 1	Year 2
Colour Cost per copy (CPC)	\$ _____	\$ _____
Monthly Cost (× 24,000* copies)	\$ _____	\$ _____
Extended Price (× 60 months)	\$ _____	\$ _____

* **Note:** The number of copies per month is an estimate; the actual usage may be higher or lower than this number. The estimates will not constrain the Department to use this many pages per month.

Annex C

Evaluation Criteria & Method of Selection

C1. TECHNICAL EVALUATION

C1.1 Proposed MONOCHROME production copier device **must meet or exceed the following Mandatory Technical Criteria :**

Manufacturer: _____ Model Number : _____				
	Mandatory Technical Specifications		Supporting documentation (please indicate where this information can be found in your Bid)	Proposed device MUST meet or exceed the Mandatory Specifications
M1	Bilingual	Copier must support the bilingual (English & French) capabilities of all IBM and IBM-compatible microcomputer software		PASS / FAIL
M2	Office Environment	Copier must be fully operational in a normal office environment at normal room temperature, and be capable of meeting the daily duty cycle and level of service requirements listed in these Technical Specifications		PASS / FAIL
M3	User Manuals	A user manual must be supplied in the format requested at the time of order: printed hard copy, CD-ROM or downloaded from the Internet		PASS / FAIL
M4	Print Driver	Must be compatible with Mac OSX 10.6 or higher		PASS / FAIL
M5	Control Panel	Touch-screen printer control panel located on a movable arm above or beside the main unit		PASS / FAIL
M6	Paper Trays	Main unit must have at a minimum 2 integrated paper trays; one of which must be a universal tray capable of 11" x 17" media		PASS / FAIL
M7	Input paper tray	Large capacity input paper tray unit with vacuum-feed or air-assisted friction feed, and with an air dehumidification system to dry the paper.		PASS / FAIL
M8	Document feeder	Must have a reversing automatic document feeder capable of holding at least 100 sheets of 20lb paper		PASS / FAIL
M9	Decurler	Must have an output paper decurler unit		PASS / FAIL
M10	Finisher	(i) Must be capable of offset stacking, and multi-position stapling;		PASS / FAIL

		(ii) Must be capable of saddle-stitching and folding a minimum of 20 sheets of 20lb paper without a reduction in the operating print speed; and (iii) Must inline 2-hole and 3-hole punch		
M11	Indicator	A light or other visual indicator to alert operators of machine status, e.g. 'operating normally; requires supplies; and requires intervention'		PASS / FAIL
M12	Print engine	1200x1200 dpi resolution		PASS / FAIL
M13	Media	i. Must be able to handle media up to 13"x19" ii. Must be able to duplex print on paper and card stock up to 300 gsm from at least one tray of the large capacity input paper unit		PASS / FAIL
M14	Scanning	Must scan at native 1200 dpi resolution		PASS / FAIL
M15	Internal Hard Disk	Internal hard disk and operating system must be able to store scanned documents or documents transmitted over a wired network, retaining the documents and related print settings for later reprints.		PASS / FAIL
M16	Internal Print Server	Internal print server hosting a web-based operation and control interface accessible over a wired-network		PASS / FAIL
M17	Toner	Ability to change toner cartridges and toner waste without stopping prints in progress		PASS / FAIL
M18	Security	Data overwrite security system for the controller's hard disk drive, with encryption for documents stored on the drive		PASS / FAIL
M19	Hard drive	Hard disk drive must be surrendered to DND at the end of Contract for secure disposal		PASS / FAIL
M20	Document Server	Must have an integrated document server to store print jobs including content and settings for recall and reprint		PASS / FAIL
M21	Print speed	Minimum 130 pages per minute for letter-sized documents		PASS / FAIL
M22	Print Controller	Embedded print controller supporting PCL5e/6 and Adobe PS3		PASS / FAIL
M23	Paper Tray	Must have post-insertion tray		PASS / FAIL
M24	Paper Stacker	Must have a high capacity output stacker that can accept 5000 sheets of 20lb bond paper with two media dollies/carts		PASS / FAIL
M25	Environmental Requirements	(i) Copiers must be manufactured in facilities that are both ISO 9001:2000 and ISO 14001 certified; and		PASS / FAIL

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		(ii) All materials in which the Products are packaged and shipped must be recyclable and/or the Contractor must reuse, recycle or dispose of in an environmentally sensitive manner all packaging materials removed from Products installed		
M26	Maintenance	Must meet 4-hour response time within the Principal Period of Maintenance; and Must provide toll-free maintenance dispatch number		PASS / FAIL
M27	Training	Must provide training to key operational users		PASS / FAIL

C1.2. The Proposed COLOUR production copier device must meet or exceed the following Mandatory Technical Criteria :

Manufacturer: _____				
Model Number : _____				
	Mandatory Technical Specifications		Supporting documentation (please indicate where this information can be found in your Bid)	Proposed device MUST meet or exceed the Mandatory Specifications
M1	Bilingual	Copier must support the bilingual (English & French) capabilities of all IBM and IBM-compatible microcomputer software		PASS / FAIL
M2	Office Environment	Copier must be fully operational in a normal office environment at normal room temperature, and be capable of meeting the daily duty cycle and level of service requirements listed in these Technical Specifications		PASS / FAIL
M3	User Manuals	A user manual must be supplied in the format requested at the time of order: printed hardcopy, CD-ROM or downloaded from the Internet		PASS / FAIL
M4	Print Driver	Must be compatible with Mac OS x 10.6		PASS / FAIL
M5	Control Panel	Touch-screen printer control panel located on a movable arm above or beside the main unit		PASS / FAIL
M6	Paper Trays	Copier must have at a minimum 2 paper trays; one of which must be a universal tray capable of 11" x 17" media. Must also have a post-insertion tray		PASS / FAIL
M7	Input paper tray	Large capacity input paper tray unit with vacuum-feed or air-assisted friction feed, and with an air dehumidification system to dry the paper.		PASS / FAIL
M8	Decurler	Must have an output paper decurler unit		PASS / FAIL
M9	Document Feeder	Must have a reversing automatic document feeder capable of holding at least 100 sheets of 20lb paper		PASS / FAIL
M10	Finisher	Must be capable of offset stacking, and multi-position stapling. Must be capable of saddle-stitching and folding a minimum of 20 sheets of 20lb paper without a reduction in the operating print speed. Must have in-line 2-hole and 3-hole punch		PASS / FAIL

M11	Indicator	Must have a light or other visual indicator to alert operators of machine status for conditions, e.g, 'operating normally; requires supplies; and requires intervention.'		PASS / FAIL
M12	Print engine	1200x1200 dpi resolution		PASS / FAIL
M13	Media	i. Must be able to handle media up to 13"x19" ii. Must be able to duplex print on paper and card stock up to 300 gsm from at least one tray of the large capacity input paper unit		PASS / FAIL
M14	Scanning	Must scan at native 1200 dpi resolution		PASS / FAIL
M15	Internal Hard disk	Internal hard disk and operating system must be able to store scanned documents or documents transmitted over a wired network, retaining the documents and related print settings for later reprints.		PASS / FAIL
M16	Internal Print Server	Internal print server hosting a web-based operation and control interface accessible over a wired-network		PASS / FAIL
M17	Toner	Must have the ability to change toner cartridge and toner waste container without stopping prints in progress		PASS / FAIL
M18	Security	Data overwrite security system for the controller's hard disk drive, with encryption for documents stored on the drive.		PASS / FAIL
M19	Hard drive	Hard disk drive must be surrendered to DND at the end of Contract for secure disposal		PASS / FAIL
M20	Document Server	Must have an integrated document server to store print jobs including content and settings for recall and reprint		PASS / FAIL
M21	Print speed	Minimum of 60 pages per minute for letter-sized documents		PASS / FAIL
M22	Duplex Printing	Print speed for duplex printing on 11"x17" stock under 216 gsm must maintain the minimum required speed of 60 pages per minute. Print speed for heavier stock during duplex printing must not drop below 42 pages per minute		PASS / FAIL
M23	Registration	Registration tolerance must not exceed 0.5mm accuracy front-to-back, with the ability by a trained user to adjust registration for a given media and retain settings for repeated use		PASS / FAIL
M24	Print Controller	External fiery print controller supporting PCL5/6 and Adobe PS3		PASS / FAIL

		that includes EFI ES-1000 spectrophotometer, Graphic Arts package, SeeSequence Impose, BookletMaker 4.0, Command Workstation 5, Colorwise 3.0, HotFolders, and support for Adobe APPE print engine.		
M25	Environmental Requirements	(i) Copiers must be manufactured in facilities that are both ISO 9001:2000 and ISO 14001 certified; and (ii) All materials in which the Products are packaged and shipped must be recyclable and/or the Contractor must reuse, recycle or dispose of in an environmentally sensitive manner all packaging materials removed from Products installed		PASS / FAIL
M26	Maintenance	Must meet 4-hour response time within the Principal Period of Maintenance; and Must provide toll-free maintenance dispatch number;		PASS / FAIL
M27	Training	Must provide training to key operational users		PASS / FAIL

Bidders must PASS all Mandatory Technical Specification requirements, in order to be considered further during the evaluation stage.

C.1.2.2 Rated Technical Criteria for COLOUR device only

	Rated Criteria	Supporting documentation (please indicate where this information can be found in your Bid)	Included (Indicate Yes or No)
R1	Oil-free toner permitting overprinting by digital laser systems		
R2	A second fuser unit should be included during initial delivery as back-up to reduce downtime from equipment failure and allow media width matching. [As per maintenance agreement, replacement of parts must be done by the Contractor]		
R3	Print Controller includes paper catalogue that retains print and registration settings for various types of non-manufacturer specific media for call-up from either the control panel or print driver		
R4	Documented support for printing on envelopes from at least one input tray other than the bypass tray		

C2. FINANCIAL EVALUATION

C2.1 The "**Total Evaluated Price**" will be the sum of the following:

The FMR for the Monochrome device x 60 months	\$ _____
The FMR for the Colour device x 60 months - Rated Criteria Discount*	\$ _____
The estimated copy charge for the Monochrome device x 60 months	\$ _____
The estimated copy charge for the Colour device x 60 months	\$ _____
The Optional Year 1 FMR for the Monochrome device x 12 months x 50%	\$ _____
The Optional Year 2 FMR for the Monochrome device x 12 months x 50%	\$ _____
The Optional Year 1 FMR for the Colour device x 12 months x 50%	\$ _____
The Optional Year 2 FMR for the Colour device x 12 months x 50%	\$ _____
The Optional Year 1 estimated copy charge for the Monochrome device x 12 months x 50%	\$ _____
The Optional Year 2 estimated copy charge for the Monochrome device x 12 months x 50%	\$ _____
The Optional Year 1 estimated copy charge for the Colour device x 12 months x 50%	\$ _____
The Optional Year 2 estimated copy charge for the Colour device x 12 months x 50%	\$ _____
Total Evaluated Price	\$ _____

*Rated Criteria Discount

The FMR for the **Colour device** will be decreased by a **maximum of 4%**, calculated by the total of the discounts for the following factors:

- (R1) **Oil-free toner** permitting overprinting by digital laser systems; then a 1% discount will be applied to the Evaluated Price;
- (R2) A **second fuser unit should be included** during initial delivery as back-up to reduce downtime from equipment failure and allow media width matching, then a 1% discount will be applied to the Evaluated Price;
- (R3) **Print Controller** includes paper catalogue that retains print and registration settings for various types of non-manufacturer specific media for call-up from either the control panel or print driver, then a 1% discount will be applied to the Evaluated Price; and
- (R4) **Documented support for printing on envelopes** from at least one input tray other than the bypass tray, then a 1% discount will be applied to the Evaluated Price.

Note: These discounts are for Evaluated Price only and do not affect the Basis of Payment.

C3. BASIS OF SELECTION

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.