

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 Flatbed Scanners	
Solicitation No. - N° de l'invitation 08317-110192/B	Date 2012-07-05
Client Reference No. - N° de référence du client 08317-110192	
GETS Reference No. - N° de référence de SEAG PW-\$VAN-580-6731	
File No. - N° de dossier VAN-1-34336 (580)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-08-15	Time Zone Fuseau horaire Pacific Daylight Saving Time PDT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: 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 FOREIGN AFFAIRS AND INTERNATIONAL TRADE Attn: M Thibault 70 CREMAZIE GATINEAU Quebec K1A0G3 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 Department of Foreign Affairs and International Trade's Special Operating Agency, **Passport Canada**, has a requirement for the immediate supply and delivery of two hundred twelve (212) scanners on or before 31 August 2012.

The proposed scanners must meet the Mandatory Technical specifications, as detailed in Annex A, including compatibility testing, with Passport Canada's IRIS system.

This contract also includes training, and the provision of a minimum of one (1) year exchange Warranty Services in accordance with Annex B - Warranty Services, for all equipment supplied under this contract.

2.1 Optional Goods and 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 31 October 2015 by sending a written notice to the Contractor.

The estimated number of optional scanners required is 1673, which is approximately 44 scanners per month.

All subsequent Options will also include training, and the provision of a minimum of one (1) year exchange Warranty Services in accordance with Annex B - Warranty Services, for all equipment supplied under this contract.

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

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

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

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

Delete: sixty (60) days

Insert: one hundred 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 **fifteen (15)** 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 (1hard 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.

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 A table, indicating compliance to the specifications, supplying equipment details, 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 A and pertinent information demonstrating compliance should be clearly marked.

Specification sheets and other documentation must be provided within 2 days of request unless otherwise specified.

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, Annex C. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) must be shown separately, if applicable.

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 A. Bids will be assessed to ensure compliance with all of the requirements of this solicitation as described at Annex A - Requirement and Annex B - Warranty Services.

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.

1.1.2 Compatibility Testing

As part of the evaluation process and before award of a contract, Canada may perform Compatibility Testing, as defined at Annex D. Within two (2) working days of request by the Contracting Authority, the lowest priced Bidder will be required to supply test systems to a specified location for testing.

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

1.2 Financial Evaluation

It is the Bidders responsibility to ensure that they submit a completed Annex C - Basis of Payment with their bid.

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

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

See Annex E, Evaluation Criteria and Basis of Selection.

2. Basis of Selection

2.1 To be declared responsive, a bid must:

(a) comply with all the requirements of the bid solicitation; and

(b) meet all mandatory technical evaluation criteria;

2.1.1 Bids not meeting (a) and (b) will be declared non-responsive. The responsive bid with the lowest Evaluated Price will be recommended for award of a contract. See Annex E, Evaluation Criteria and Basis of Selection.

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

1. 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.

2. 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, to the Labour Branch of HRSDC.

3. 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), 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.

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.

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

Passport Canada requires the immediate supply and delivery of two hundred twelve (212) scanners in accordance to the Requirement at Annex A.

This contract also includes training, and the provision of a minimum of one (1) year Hot Swap Warranty Services in accordance with Annex B - Warranty Services, for all equipment supplied under this contract, unless the Warranty Upgrade is selected.

2.1 Optional Goods and/or Services

The Contractor grants to Canada irrevocable options to acquire the goods, services or both described at **Annex A, A2**, 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 options at any time before 31 October 2015 by sending a written notice to the Contractor.

All subsequent options will also include training, and the provision of a minimum of one (1) year Hot Swap Warranty Services in accordance with Annex B - Warranty Services, for all equipment supplied under this contract.

2.2 Substitute Products

In cases where an offered scanner has reached end of life before all deployments of that device have been completed, the Contractor will be permitted to propose an alternate scanner other than that stipulated in the original Contract. To be accepted as a substitute, the proposed scanner must meet the configuration specifications, offer equal or better value than the end of life scanner as determined by PWGSC, and be approved by the administrative and technical authorities of Passport Canada.

2.2.1 Acceptance of Substitution Discretionary

Whether or not to accept or reject a proposed substitution is entirely within the discretion of Canada.

2.3 Value Added

Canada reserves the right to accept added value to Canada at no extra cost through changes such as an improvement to the original specifications. Inclusion of this added value would be subject to the approval of both the Identified User and the Contracting Authority.

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

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

Manual issued by Public Works and Government Services Canada.

3.1 General Conditions

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

3.2 Supplemental General Conditions

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

4003 (2010-08-16), Supplemental General Conditions - Licensed Software; and
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 Delivery Date

The **two hundred twelve (212)** scanners must be received on or before 31 August 2012.

The Contractor **must supply** the scanners in accordance to Annex A - Requirement.

The delivery address is as follows: *To be provided upon Contract award*

4.2 Delivery for Options

Delivery of the Options must be completed within :

- i. 15 calendar days for orders of fewer than 20 Products; or
- ii. 20 calendar days for orders of 20 or more Products.

4.3 Delivery for all devices must include Delivery Duty Paid (DDP) Destination (Incoterms 2000) and transportation costs to the National Capital Region.

4.3.1 Best Delivery Date

If the required number of Options exceeds or threatens to exceed the Contractor's ability to supply by the Delivery Date, the Contractor must immediately advise the Contracting Authority and the Project Authority. The Contracting Authority will have the option of extending the delivery date, or of accepting late delivery. Deliveries received after the Delivery Date will be subject to the discounts described in the Article entitled "Discounts for Late Deliveries and Reimbursement of Reprocurement Costs".

4.4 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"** 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.

4.5 Packaging, Shipping and Delivery: All deliveries to be made in Canada are Incoterms 2000 DDP (Delivery Duty Paid). Packaging and shipping must be in accordance with the industry standard for all items in order to ensure their safe arrival at destination. Packing slips must accompany each shipment. The Contractor is responsible for the safe delivery and installation (if required) and for obtaining acceptance of the Products at destination. The cost of delivery, including all transportation, packaging and shipping costs, is included in the unit price(s). Costs associated with replacement of Products damaged in transit to the final destination are the Contractor's responsibility, and the Products will not be considered delivered on the Delivery Date unless the Products are undamaged and ready for acceptance. The Contractor is responsible for the Packaging Take-Back and Recycling as outlined.

4.6 Discounts for Late Deliveries & Reimbursement of Reprocurement Costs

- a. If the Contractor fails to deliver any Products by the Delivery Date and Canada does not terminate the Contract for default and instead provides the Contractor with additional

time to make delivery, the Contractor agrees to **reduce the price of the Products by 5% of the total value of the Contract.**

- b. If the Contractor is late in delivering only part of the Products ordered in the Contract, and Canada does not terminate the Call-up for default and instead provides the Contractor with additional time to make balance of the delivery, the Contractor agrees to reduce the price of the Products delivered late **by 15%, up to a maximum of 5% of the total value of the Contract.**
- c. These discounts constitute liquidated damages and the Parties agree that these amounts are their best pre-estimate of the loss to Canada in the event of the defaults described, and that they are not a penalty.
- d. If this Contract is terminated by Canada for default, the Contractor must reimburse Canada for any difference in cost between the price of the Products and the cost of procuring the Products from another supplier.
- e. To collect the liquidated damages, Canada has the right to hold back, drawback, deduct or set off from and against any money Canada owes to the Contractor from time to time
- f. Nothing in this article limits the rights and remedies to which Canada is otherwise entitled under this Contract, or the law.

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
 Directorate: 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

Information to be added upon Contract Award

The Project Authority for the Contract is:

Name: _____
 Title: _____
 Organization: Passport Canada
 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 provide the following information*

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone : _____
Facsimile: _____
E-mail address: _____

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 firm unit price(s) as specified in Annex C for a cost of \$ _____ (*To be inserted at Contract award*). Customs duties are included 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

SACC Manual clause C6000C (2011-05-16) - Limitation of Price

6.3 Single Payment

SACC Manual clause H1000C (2008-05-12) - Single Payment

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:
 - (a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment;
 - (b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract; and
 - (c) One (1) copy must be forwarded to the Project Authority identified under the section entitled "Authorities" of the Contract.

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 _____. *Bidders, please specify your preferred province or territory, otherwise it will state 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) supplemental conditions 4001 (2010-08-16), Hardware Purchase, Maintenance and Lease; 4003 (2010-08-16), Licensed Software; 4004 (2010-08-16) Software Maintenance and Support Services
- (c) the general conditions 2010A (2012-03-02), General Conditions - Goods (Medium Complexity);
- (d) Annex A, Requirement;
- (e) Annex B, Warranty Services;
- (f) Annex C, Basis of Payment; and
- (g) the Contractor's bid dated _____ *(Please insert date of bid)*

11. SACC Manual Clauses

- B7500C (2006-06-16) Excess Goods
- D0018C (2007-11-30) Delivery and Unloading
- G1005C (2008-05-12) Insurance

Annex A Requirement

A1. Requirement

Passport Canada (PPTC) has a requirement for the purchase of scanners meeting or exceeding the Mandatory Technical Specifications below. PPTC has requested for two hundred twelve (212) scanners to be delivered by 31 August 2012.

This contract also includes training, and the provision of a minimum of one (1) year Hot Swap Warranty Services in accordance with Annex B - Warranty Services, for all equipment supplied under this contract.

A2. Optional Requirement

PPTC has estimated 1673 scanners (approximately 44 per month) may be purchased from date of Contract award until 31 October 2015.

The numbers provided are an estimate only. The actual number of devices ordered may be higher or lower depending on Passport's needs.

Proposed Device:				
Make:				
Model:				
The proposed device must meet or exceed the following mandatory criteria:				
Line	Mandatory Criteria	Description	Comply (Yes or No)	Description/ Supporting documentation (please indicate where this information can be found)
1	Scanner Type	Automatic document feeder (ADF) with display window (LCD or LED) and flatbed		
2	Automatic Document Feeder (ADF)	Minimum 50 sheet feeder Auto page size detection (must allow different sizes to be scanned in same batch)		
3	Simplex and Duplex mode	Scanners must scan in simplex and duplex modes. Duplex scanning must use dual sensors so that both sides of the page are scanned at once.		
4	Speed	Minimum of 40 SIMPLEX pages per minute, bitonal 200 dpi; and Minimum of 25 SIMPLEX pages per minute, colour 150 dpi		
5	Output resolution	Minimum 600 dpi		
6	Bitonal and Colour scan	Must scan in bitonal a minimum of 8-bit greyscale and a minimum of 24-bit colour		
7	Paper size	Scanners must operate with 8½" x 14" plain paper		

8	Ergonomic	<p>(i) The lid of the flatbed must open front to back or back to front when facing the front of the device, and not from left to right or right to left;</p> <p>(ii) The ADF must be positioned to allow both right and left-handed users equal access to the ADF, as well as equal access for the employee positioned on either the left or right of the device. This means that the ADF must also feed front to back, or back to front so as not to be positioned in any way which would make the use of the ADF more difficult for either a right or left-handed user that is seated either at the right or left of the device; and</p> <p>(iii) Scanners for this requirement are used in a constant, non-stop manner by the operator. The weight of the flatbed lid must not exceed 1 kg.</p>		
9	Indicator	Scanners must be equipped with an alarm or indicator, either hardware or software, to alert the user when there is a document misfeed		
10	Interface	USB 2.X		
11	Software	<p>Compatible with IRIS software; bundled software with the following:</p> <p>(i) any required Windows-compatible software with one device license, including the software name, software version, system requirements, and software compatibility list for the scanner by Operating System versions and interface card;</p> <p>(ii) must include support for scanning text, photographs, and line art with the results saved to an image file (including a list of the formats that the software supports for both input and for output); and</p> <p>(iii) must include the ability for:</p> <ul style="list-style-type: none"> • document pre-scan • document scan and save • rotate image • de-speckle 		

12	Driver Features	All scanners must include drivers ISIS and TWAIN		
13	Operating System	Windows XP (SP3) through to Windows 7		
14	Bilingual	All Scanners must support the bilingual (English & French) capabilities of all IBM and IBM-compatible microcomputer software.		
15	User Manuals	A user manual must be supplied with each scanner in the format requested at the time of order: printed hard copy, CD-ROM or downloaded from the Internet		
16	Power	(i) 120v 15A standard circuit; (ii) EnergyStar qualified at the time of product acceptance; and (iii) Each unit must include 1 power cord, internal power supply direct to AC or an external power supply with transformer and AC connector if required by the Identified User		
17	Environmental Requirements	(i) Scanners must be manufactured in facilities that are both ISO 9001:2008 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.		
18	Warranty	1 year - "Hot Swap" exchange as described in Annex B - Warranty Services		
19	Training	One day on-site - must be turnkey		

	Optional Specifications	Included (Indicate Yes or No)	Description/ Supporting documentation (please indicate where this information can be found)
A	Automatic Deskew		
B	Automatic Blank Page Detection & Deletion		
C	Double-feed Detection (indicate technology)		

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D	Scanner speed in bitonal is at least 5 pages per minute faster than the minimum 40 pages per minute		
E	Breakage resistant cover		

A3. Substitution of Products

In the event that the Contractor wishes to propose a substitution for an product under this contract, the Contractor must submit a request for substitution to the Project Authority and Contracting Authority. The Contractor agrees and understands that the proposed substitution must be a new product that was not available for offer or testing on the closing date of the initial RFP, that the equipment must meet or exceed the mandatory technical specifications of the product for which it is being substituted and that it must have an equal or lower cost than the product being substituted for.

The proposed substitution will be subject to compatibility testing in accordance with Annex D, Compliance and Compatibility Testing.

If the testing indicates that some upgrades/changes (for example, to the drivers or firmware) are required, Canada will work with the Contractor to resolve these issues, provided they are reasonable within a reasonable period. If testing demonstrates that a Product is not compatible with Passport Canada's particular environment, the Contractor must provide an alternative Product that meets the Mandatory Technical Specifications.

The Contractor agrees and understands that Canada reserves the right to accept or reject any proposed substitutions. The Contractor agrees that no substitute items will be shipped until formally authorized by PWGSC in writing.

Annex B Warranty Services

1.B Warranty Services

In addition to and notwithstanding **4001 (2010-08-16) Supplemental General Conditions “Hardware Purchase, Lease and Maintenance”** Section 14 “Warranty for Purchased Hardware”, Part V “Additional Conditions, Maintenance” sections 5 and 6, and **4003 (2010-08-16) Supplemental General Conditions “Licensed Software”** Section 15 “Warranty”, the Contractor agrees to provide the following Warranty Services:

- a. **Warranty Period:** The Warranty Period that the Contractor must provide with all scanners is **one (1) year**.
- b. **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).
- c. **Change in Identified User:** The Contractor's obligation to provide the Warranty Services will not be affected by any change in the Identified User of the Product(s).
- d. **Warranty Services included in Product Price:** The cost of all **parts, shipping, labour, travel and any other related costs** associated with the Warranty Services are **included** in the unit price of the Products and no payments will be made for the Warranty Services, regardless of the location from which the Warranty Services are provided.
- e. **Technical Support:** The Contractor must provide the telephone and Internet-based technical support services throughout the Warranty Period, either directly or through the manufacturer. The Contractor must ensure that its technical support hotline telephone number and web site URL are up to date.
- f. **Remedial Maintenance:**
 - (i) The Contractor must perform remedial maintenance services, as and when requested by Identified Users.
 - (ii) When 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. Calculation of service response time for Hot Swap and On-Site Warranty Services is detailed in 1.B.1 and 1.B.2.
- g. **Parts:** The Contractor guarantees that all parts and technical materials required to provide the Warranty Services will be available for **three (3) years** from the date of the Call-up. All parts supplied by the Contractor in performing any maintenance services must be new, unused or certified equal quality.
- h. **Warranty Service Calls:** Identified Users may contact:
 - (i) the Offeror's single toll-free Maintenance Dispatch Number (which must accept service calls from all Identified Users, anywhere in Canada, during the hours of 08:00 to 17:00 Eastern Time Monday through Friday, excluding statutory holidays); or
 - (ii) any service outlet identified by the Contractor at the telephone number on the IPMG website (which must accept service calls from all Identified Users, anywhere in Canada, during the hours of 08:00 to 17:00 Eastern Time, Monday through Friday, excluding statutory holidays).
- i. **Software Support:** The Licensed Software must be to the latest version released, unless otherwise specified, and must be provided with the standard software publisher's warranty and customer support. The Contractor must specify the duration and level of coverage of the software publisher's standard warranty (e.g., one-year hotline support).
- j. **Hot Swap Warranty Service:** Contractors must provide, at a minimum, one year of Hot Swap Warranty Service for the scanners offered. If agreed upon by the Identified User, On-Site Service may be offered by the Contractor if it determines this to be more expedient than Hot Swap, but no additional charges will be permitted for this.

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- k. **Maintenance Reports:** For each Warranty Service, a Warranty Service maintenance report must be prepared as described in Supplemental General Conditions 4001 (2010-01-11) "Hardware Purchase, Lease, and Maintenance", Part V - Additional Conditions: Maintenance, section 7.
- l. **Escalation Plan:**
The Offeror must maintain an identified escalation plan. The Offeror's escalation plan is detailed in the Offeror's bid. Any changes to the escalation plan must be approved by the Standing Offer Authority.

2.B.1 Description of Hot Swap Warranty Service

- a. Where a Warranty Service call is made that cannot be resolved by telephone, and Hot Swap Service applies, the Contractor must, within within 24 hours not including Saturdays, Sundays or statutory holidays, send to the Identified User, at no charge to Canada , a replacement Product that is substantially equal to the Product being replaced. A substantially equal product must be of similar age or better and able to perform all functions of the Product being replaced. Upon receipt of the replacement Product, the Identified User will return the defective Product to the Contractor or manufacturer, as applicable, in appropriate packaging with the shipping paid by the Contractor or manufacturer, as applicable. If the Identified User is not satisfied that the replacement Product is substantially equal, the Contractor must supply another replacement. The Contractor must continue to provide the Warranty Services for the replacement Product for the remainder of the Warranty Period.
- b. Service response time for Hot Swap Warranty Services is calculated from the time the Contractor, its Authorized Agent or Service Outlet has been notified by the Identified User until the replacement product arrives on site.

Annex C Basis of Payment

C1. For supply and delivery of two hundred twelve (212) _____
(insert model name) scanners including one-year warranty and meeting the technical specifications of Annex A, the Contractor will be paid the following Firm Unit Price. This price includes all required software and consumables for full operation of the system at installation, if required. **Goods and Services Tax or Harmonized Sales tax extra, if applicable.**

Item	Description	OEM Number	Qty	Unit Price	Extended Price
1	Description of the scanner		212	\$ _____	\$ _____
Sub-total					\$ _____

C2. For the supply and delivery of OPTIONAL _____ (insert model name) scanners including a one-year warranty and meeting the technical specifications of Annex A, the Contractor will be paid the following Firm Unit Price. This price includes all required software and consumables for full operation of the system at installation. **Goods and Services Tax or Harmonized Sales tax extra, if applicable.**

Item	Description	OEM number	Purchase Year	Unit Price
1	Description of the scanner		2012	\$ _____
2			2013	\$ _____
3			2014	\$ _____
4			2015	\$ _____

C3. For the purchase of the extended 3-year Hot Swap Warranty as described in Annex B, Warranty Services, which can be purchased at any time within the first year of purchase. The cost per device is \$ _____.

Sub-total	\$ _____
GST - 5%	\$ _____
Estimated Total Contract Award	\$ _____

Annex D Compliance and Compatibility Testing

At the request of Canada, the Bidder offering the lowest priced technically compliant products must supply the scanner in the configuration(s) required for a compatibility sub-test, prior to the award of Contract, to determine whether the ordered Product(s) will meet Passport Canada's compatibility requirements.

To complete these tests, the Bidder must deliver and set up (at any location designated by Canada, as long as it is within a radius of 100 km of any city or town with a population of at least 30,000, except CLCA areas), within 3 working days, up to two (2) of the product(s) for testing.

The products delivered for testing must:

- i. be configured and identical to the equipment proposed in the RFP and be in accordance with the Mandatory Technical Specifications;
- ii. be loaded with all necessary drivers; and
- iii. be compatible with the specific hardware, network or software requirements identified by the Project Authority and/or the Contracting Authority at the time notice of testing is given to the Bidder.

Compliance Test Results

Failure of the proposed equipment to meet the technical specifications of the RFP and any subsequent clarifications thereto may result in elimination of the equipment without further consideration.

In the event that the equipment does not function in accordance with the technical requirements of the RFP, it shall be eliminated from future consideration and the next lowest value evaluated proposal will be called for testing.

Compatibility Test Results

Notwithstanding compliance to the specification defined herein, the equipment offered may still be rendered non-compliant at the Compatibility testing if the equipment is not able to function in the Passport Canada environment with Passport Canada's systems and applications. Passport Canada will demonstrate any fault that eliminates the equipment from consideration.

If the testing indicates that some upgrades/changes (for example, to the drivers or firmware) are required, Canada will work with the Bidder to resolve these issues, provided they are reasonable within a reasonable period.

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

Annexe E Evaluation Criteria / Method of Selection

E.1 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.

E.2 Financial Bid Evaluation

Bidders are to complete ANNEX C, Basis of Payment and in accordance with the calculations below. The price of the bid will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded, FOB destination, Canadian customs duties and excise taxes included.

Using the pricing provided in Annex C, Financial Bids will be calculated as the Sum of (a) through (f) :

Line	Unit Price	Percentage Discount	Evaluated Price	Quantity	Extended Price
1	Unit Price = \$ _____	_____ %	\$ _____	212	\$ _____ (a)
2	Unit Price for 2012 = \$ _____	_____ %	\$ _____	256	\$ _____ (b)
3	Unit Price for 2013 = \$ _____	_____ %	\$ _____	528	\$ _____ (c)
4	Unit Price for 2014 = \$ _____	_____ %	\$ _____	528	\$ _____ (d)
5	Unit Price for 2015 = \$ _____	_____ %	\$ _____	361	\$ _____ (e)
6	Unit Price for 3-Year Warranty Upgrade = \$ _____		\$ _____	1,885	\$ _____ (f)
7	Total Evaluated Price				\$ _____

*Calculation of "Unit Evaluated Price"

The "Unit Evaluated Price" will be the sum of the following:

- I. The unit price submitted for the **scanner** (including all equipment required for the scanner to meet the minimum specifications) including user manuals, and delivery including **Warranty Services** for one year, Hot Swap, **inclusive** of all shipping, labour and parts replacement.
- II. The Evaluated Price will be decreased by a **maximum of 5%**, calculated by the total of the discounts for the following factors:
 - (A) **Automatic De-skew**, then a 1% discount will be applied to the Evaluated Price;
 - (B) **Automatic Blank Page Detection and Deletion**, then a 1% discount will be applied to the Evaluated Price;
 - (C) **Double-feed Detection**, then a 1% discount will be applied to the Evaluated Price;

- (D) **Scanning speed that is at least 5ppm more than the minimum** bitonal scanning speed, then a 1% discount will be applied to the Evaluated Price; and
- (E) **Breakage resistant cover**, fully demonstrated with the bid, then a 1% discount will be applied to the Evaluated Price.

Please note that these discounts are for Evaluated Price only and do not affect the Basis of Payment.

Line	Cost Component	Price
1	Scanner Unit Price, including 1-year Hot Swap Warranty	\$
	Subtotal Price	\$
2	1% discount for Automatic De-skew	\$
3	1% discount for Automatic Blank page Detection & Deletion	\$
4	1% discount for Double-feed Detection	\$
5	1% discount for bitonal scanning speed that is at least 5 pages per minute faster than the minimum 40 pages per minute requested	\$
6	1% discount for Breakage resistant cover	\$
	Total Evaluated Price	\$

Annex F OEM CERTIFICATION

As part of the evaluation, Canada requires OEM Certifications for the document scanners 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.	
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).

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**ANNEX G
JOINT VENTURE BID FORM**

Note: Submit this form **only** if the Bid is being made by a **Joint Venture**.

If this certification is required, it 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 requirements within that time period will render the offer non-responsive.

Joint Venture Bid Form	
This Bid is being submitted by a joint venture.	
Name of joint venture	_____
Legal name of lead member of joint venture	_____
Legal name of each other member(s) of joint venture	_____

	[adjust number of lines, as applicable]
As the authorized signatory of the lead member of the joint venture, I hereby confirm that all the members of the joint venture identified above have appointed the lead member as their agent for the purposes of responding to this solicitation and for all matters relating to any resulting contract.	
Signature of lead member	_____
Name of authorized signatory of lead member	_____
Date Signed	_____