

**RETURN BIDS TO:  
RETOURNER LES SOUMISSIONS À:**  
**Bid Receiving Public Works and Government  
Services Canada/Réception des soumissions  
Travaux publics et Services gouvernementaux  
Canada**  
**800 Burrard Street, 2nd Floor  
800, rue Burrard, 2e étage  
Vancouver, BC V6Z 0B9  
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**

<b>Title - Sujet</b> Production Printers	
<b>Solicitation No. - N° de l'invitation</b> 45045-130009/A	<b>Date</b> 2013-06-05
<b>Client Reference No. - N° de référence du client</b> 45045-130009	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$VAN-577-7023	
<b>File No. - N° de dossier</b> VAN-3-36047 (577)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-07-16</b>	<b>Time Zone Fuseau horaire</b> Pacific Daylight Saving Time PDT
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Dobson, Krista	<b>Buyer Id - Id de l'acheteur</b> van577
<b>Telephone No. - N° de téléphone</b> (604) 775-7088 ( )	<b>FAX No. - N° de FAX</b> (604) 775-7526
<b>Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:</b> STATISTICS CANADA SURVEY PRODUCTS DESIGN & PRINTING JEAN TALON BLDG (JT02A5) 170 TUNNEYS PASTURE DRIVEWAY OTTAWA Ontario K1A0T6 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 0B9

<b>Delivery Required - Livraison exigée</b> See Herein	<b>Delivery Offered - Livraison proposée</b>
<b>Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur</b>	
<b>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)</b>	
<b>Signature</b>	<b>Date</b>

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## **PART 1 - GENERAL INFORMATION**

### **1. Introduction**

The bid solicitation is divided into six parts plus attachments and annexes, as follows:

Part 1 General Information: provides a general description of the requirement;

Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;

Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;

Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;

Part 5 Certifications: includes the certifications to be provided;

Part 6 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include:

Annex A - Requirement

Annex B - Basis of Payment

Annex C - Evaluation and Basis of Selection

Annex D - Compatibility Testing

### **2. Summary**

Statistics Canada has a Printing Centre offering a wide range of printing services. Statistics Canada prints on average 14 million impressions a year with peaks during Census periods of up to 25 million impressions. The Printing Centre is currently equipped with 2 high speed monochrome printers and 2 workstations including scanners; all networked, in a digital workflow environment.

The Statistics Canada Printing Centre, located in Ottawa, ON has a requirement to renew their Printing Centre infrastructure through a 48 month lease of two (2) monochrome production printers and two (2) workstations with scanners and prepress tools to streamline editing and job submission operations. The devices must be networked in a digital workflow environment. This contract includes all related accessories and software for all devices, to meet the requirements described in Annex A. This contract is for the supply, delivery, integration 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.

The 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 be retained by Statistics Canada.

The hardware and software must be configured as described in Annex A of the solicitation. The winning bidder must supply, deliver and install all hardware and software required to meet the requirements of the Contract.

This requirement includes 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 requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

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

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

The 2003 (2012-11-19) 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 seven (7) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

#### 4. Applicable Laws

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

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

#### Section I: Technical Bid

In their technical bid, bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work. Full technical specifications and descriptive materials must 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 A, 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 A and pertinent information demonstrating compliance should be clearly marked

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

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed. It is the Bidder's responsibility to provide a comprehensible and sufficiently detailed bid, that will permit a complete evaluation in accordance with the criteria set out in the bid solicitation.

Unless specified otherwise in the bid solicitation, Canada will evaluate only the documentation provided with a bidder's bid. Canada will not evaluate information such as references to Web site addresses where additional information can be found, or technical manuals or brochures not submitted with the bid.

## **Section II: Financial Bid**

1.1 Bidders must submit their financial bid in accordance with the Basis of Payment at Annex B. 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 must be submitted.

## **1.2 Exchange Rate Fluctuation**

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

## **Section III: Certifications**

Bidders must submit the certifications required under Part 5.

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

### **1. Evaluation Procedures**

- (a)) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

### **1.1 Technical Evaluation**

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.

### 1.1.2 Consideration of Additional Software Use Terms included in Top-Ranked Bid (following financial evaluation)

Acceptance of all the terms and conditions contained in Part 6 - Resulting Contract Clauses (including those relating to software licensing and those incorporated by reference) is a mandatory requirement of this bid solicitation.

However, Bidders may, as part of their bid, submit additional software use terms. Whether or not those software use terms will be included in any resulting contract (as an Annex in accordance with the Article entitled "Priority of Documents" in the Resulting Contract Clauses) will be determined using the process described below. Whether or not any proposed additional software use terms are acceptable to Canada is a matter solely within the discretion of Canada.

(i) The process is as follows:

- a. Bids may include additional software use terms that are proposed to supplement the terms of the Resulting Contract Clauses. Bidders should not submit a software publisher's full standard license terms (because full standard license terms generally contain provisions that deal with more than simply how the software can be used; for example, they frequently deal with issues such as limitation of liability or warranty, neither of which are software use terms);
- b. In cases where the Bidder has submitted a software publisher's full standard license terms, Canada will require that the Bidder remove these terms and submit only the software use terms that the Bidder would like Canada to consider;
- c. Canada will review the additional software use terms proposed by the top-ranked Bidder (identified after the financial evaluation) to determine if there are any provisions proposed by the Bidder that are unacceptable to Canada;
- d. If Canada determines that any proposed software use term is unacceptable to Canada, Canada will notify the Bidder, in writing, and will provide the Bidder with an opportunity to remove that provision from its bid or to propose alternate language for consideration by Canada. Canada may set a time limit for the Bidder to respond; if the Bidder submits alternate language, if Canada does not find the alternate language acceptable, Canada is not required to allow the Bidder to submit further alternate language;
- e. If the Bidder refuses to remove provisions unacceptable to Canada from its bid within the time limit set by Canada in its notice, the bid will be considered non-responsive and be disqualified; Canada may then proceed to the next-ranked bid; and
- f. If the Bidder agrees to remove the provisions that are unacceptable to Canada and it is awarded any resulting contract, the proposed additional software use terms (as revised) will be incorporated as an annex to the contract, as set out in the Article entitled "Priority of Documents" in the Resulting Contract Clauses.

For greater certainty and to ensure that only additional software use terms that have been approved by both parties are incorporated into any resulting contract, unless the additional software use terms proposed by the Bidder are included as a separate annex to the Contract and initialed by both parties, they will not be considered part of any resulting contract (even if they are part of the bid that is incorporated by reference into the resulting contract). The fact that some additional terms and conditions or software use terms were included in the bid will not result in those terms applying to any resulting contract, regardless of whether or not Canada has objected to them under the procedures described above.

## 1.2 Financial Evaluation

### 1.2.1 Mandatory Financial Criteria

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

*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 and related documentation to be awarded a contract. Canada will declare a bid non-responsive if the required certifications and related documentation 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. Mandatory Certifications Required Precedent to Contract Award

### 1.1 Code of Conduct Certifications - Certifications Required Precedent to Contract Award

**1.1.1** By submitting a bid, the Bidder certifies, for himself and his affiliates, to be in compliance with the Code of Conduct and Certifications clause of the Standard instructions. The related documentation hereinafter mentioned will help Canada in confirming that the certifications are true. By submitting a bid, the Bidder certifies that it is aware, and that its affiliates are aware, that Canada may request additional information, certifications, consent forms and other evidentiary elements proving identity or eligibility. Canada may also verify the information provided by the Bidder, including the information relating to the acts or convictions specified herein, through independent research, use of any government resources or by contacting third parties. Canada will declare non-responsive any bid in respect of which the information requested is missing or inaccurate, or in respect of which the information contained in the certifications is found to be untrue, in any respect, by Canada. The Bidder and any of the



Bidder's affiliates, will also be required to remain free and clear of any acts or convictions specified herein during the period of any contract arising from this bid solicitation.

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

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

## **2. Additional Certifications Precedent to Contract Award**

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

### **2.1 Federal Contractors Program - Certification**

Federal Contractors Program - \$200,000 or more

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 (<http://www.servicecanada.gc.ca/cgi-bin/search/eforms/index.cgi?app=profile&form=lab1168&dept=sc&lang=e>) , 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 (<http://laws-lois.justice.gc.ca/eng/acts/E-5.401/index.html>), 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 (<http://www.hrsdc.gc.ca/eng/labour/equality/fcp/index.shtml>) is available on the HRSDC Web site.

## 2.2 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 (<http://laws-lois.justice.gc.ca/eng/acts/f-11/>), 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.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

### 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.

## 2.3 Original Equipment Manufacturer (OEM) Certification

As part of the evaluation, Canada requires OEM Certifications for the production printers 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	

Solicitation No. - N° de l'invitation

45045-130009/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

van577

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

45045-130009

VAN-3-36047

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.

<b>OEM Certification – Bidder is not the OEM of Products Bid</b>	
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).

## PART 6 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

### 1. Requirement

The Statistics Canada Printing Centre, located in Ottawa, ON has a requirement for the 48 month lease of two (2) monochrome production printers and two (2) digital pre-press workstations with scanners that are fully integrated into a networked digital workflow environment. This contract includes all related accessories and software for all devices, to meet the requirements described in Annex A. This contract is for the supply, delivery, integration 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

The 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 be retained by Statistics Canada.

The hardware and software must be configured as described in Annex A of the solicitation.

### 2. Standard Clauses and Conditions

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

#### 2.1 General Conditions

2035 (2012-11-19), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

#### 2.2 Supplemental General Conditions

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

- 4001 (2013-01-28) - Hardware Purchase, Lease and Maintenance;
- 4003 (2010-08-16) - Licensed Software; and
- 4004 (2010-08-16) - Maintenance and Support Services for Licensed Software.

Please refer to Annex A for specific changes made to the Supplemental General Conditions.

### 3. Term of Contract

#### 3.1 Period of the Contract

The period of the Contract will be for 48 months, commencing upon the delivery, installation and acceptance of the devices.

#### 3.2 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.

### 3.3 Delivery

All devices including accessories must be installed and configured within 1 month of contract award.

The hardware will be located in a dedicated environment within Statistics Canada. The print site is the following location:

Statistics Canada  
150 Tunney's Pasture Driveway  
Main Building Room: SC0502  
Ottawa, ON  
K1A 0T6

## 4. Authorities

### 4.1 Contracting Authority

The Contracting Authority for the Contract is:

Krista Dobson  
Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
Pacific Region  
800 Burrard St., Vancouver, BC V6Z 0B9

Telephone: 604-775-7088  
Facsimile: 604-775-7526  
E-mail address: krista.dobson@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.

### 4.2 Project Authority

*(The project authority will be named in the resulting contract.)*

The Project Authority for the Contract is:

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.

#### 4.3 Contractor's Representative

*(Please provide the following information)*

The Contractor's Representative for the Contract is:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Facsimile: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

E-mail address: \_\_\_\_\_

### 5. Payment

#### 5.1 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.

#### 5.2 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.

### 5.3 Monthly Payment

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

### 5.4 SACC Manual Clauses

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

## 6. 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".

## 7. Certifications

7.1 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.

## 8. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_.

## 9. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2035 (2012-11-19) General Conditions- Higher Complexity- Services;
- (c) the supplemental general conditions 4001 (2013-01-28) Hardware Purchase, Lease and Maintenance; 4003 (2010-08-16) Licensed Software; 4004 (2010-08-16) Maintenance and Support Services for Licensed Software; and
- (d) Annex A, Statement of Work
- (e) Annex B, Basis of Payment;
- (f) Annex \_\_, Additional Software Use Terms Approved by Canada (if any), which are only binding on Canada if they have been initialed by both parties in the signed copy of the Contract;
- (g) the Contractor's bid dated \_\_\_\_\_

## 10. SACC Manual Clauses The following SACC Manual Clauses apply:

B1501C (2006-06-16) Electrical Equipment



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

## 11. Termination

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

### 11.1 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.

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

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

**Lease Termination of Hardware during Extension Periods:** Where an installed Hardware is in a an optional lease extension period, Canada may terminate the lease by providing three (3) months written notice and no Termination Fees will apply. Where an installed Hardware is in an optional lease extension period and Canada can show documented evidence of excessive downtime or reduction of functionality, the lease may be terminated with a minimum of thirty days notice and no Termination Fees will apply.

Solicitation No. - N° de l'invitation

45045-130009/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

van577

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

45045-130009

File No. - N° du dossier

VAN-3-36047

CCC No./N° CCC - FMS No/ N° VME

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Refer to Annex B, Basis of Payment for rates used to calculate the Termination Fees.

## ANNEX A STATEMENT OF WORK

### A1. REQUIREMENT

Statistics Canada has a Printing Centre offering a wide range of printing services. Statistics Canada prints on average 14 million impressions a year with peaks during Census periods of up to 25 million impressions. The Printing Centre is currently equipped with 2 high speed monochrome printers and 2 workstations including scanners; all networked, in a digital workflow environment.

The Statistics Canada Printing Centre, located in Ottawa, ON has a requirement to renew their Printing Centre infrastructure through a 48 month lease of two (2) monochrome production printers and two (2) workstations with scanners and prepress tools to streamline editing and job submission operations. The devices must be networked in a digital workflow environment. This contract includes all related accessories and software for all devices, to meet the requirements described in Annex A. This contract is for the supply, delivery, integration 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.

The 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 be retained by Statistics Canada

The hardware and integrated solution must be configured as described in the tables below.

### MANDATORY CRITERIA

The following requirements are mandatory. *Failure to meet any of the mandatory requirements will result in the bid being deemed non-compliant. Bidders should demonstrate that they meet each mandatory criterion within their bid by providing supporting documentation or a description of compliance.*

<b><u>Hardware Solution</u></b>		<b>Compliant ? Yes/No</b>	<b>Supporting Documentation or Statement of Compliance</b> (please indicate where this information can be found in your Bid)
<b>Security</b>	Must have any security certification scheme or protection profile that meets Evaluation Assurance Level 2 (EAL2) security targets.		
<b>System/Network Compatibility</b>	Must be able to support the following network environments: Token Ring, Ethernet and Fast Ethernet topologies, Microsoft Windows, TCP/IP		
<b>Printers</b>	Must provide two (2) high speed printers with minimum combined speeds of: 270 Impressions/Minute for 8½ x 11" and 125 Impression/Minute for 14" x 17"		

	Must support an average monthly volume of 1,200,000 impressions		
	Must support monthly volume fluctuations which could range from 1,000,000 to 4,300,000 million impressions		
	Both printers must include the same features and capabilities.		
	The printers must process and produce cut sheet paper input and output		
	Must be capable of generating job accounting reports that detail start time, RIP time, and stocks used for every job completed		
	Must be capable of processing large files without rendering into smaller sub-files for processing		
	Must be capable of creating and managing print queues at the printer controller		
	Must be able to re-ticket print jobs at the printer controller		
	Must be able to do reprints from the printer controller		
	Must be able to insert front and back covers up to 110lb. Cover stick on single sided jobs		
	Must be able to accept the insertion and print onto ordered stocks (i.e. 9" x 11" tabs)		
	Must be able to process and print on transparencies		
	Must be able to process and print on labels		
	Must be capable of running pre-printed documents from a colour printer through both printers.		
	Must be able to load paper while running		
	Must be able to pull sheets of paper from multiple trays for complex documents		
	Must handle media from 8" x 10" to 14" x 17"		
	Must handle media up to 300 gsm / 110lb. cover		
	Must print high resolution at a minimum of 600 x 600 dpi with 8-bit grey		
	All proposed printers must provide meter readings usage data that include number of clicks by date and type of usage (simplex, duplex, paper size)		
	Unless otherwise negotiated, all software provided with the hardware in order to meet the requirements of this annex, must be provided on the basis of a perpetual lease for as long as Statistics Canada is leasing the equipment.		
	The digital printers must be fully operational in		

	a normal office environment at normal room temperature.		
	The printers must be provided with a user interface of either both English and French or Bilingual		
	Each printer must have a minimum of 5 paper trays with a minimum of 7,000 page input capacity		
	Must be able to handle different stocks of paper in the same booklet		
	Each printer must have at least two insertion trays		
	Each printer must include a high capacity output stacker which accepts a minimum of 3000 sheets of 20lb bond paper		
	Must have an online stitcher capable of stitching up to 70 sheets of 20lb bond per set Position of stitches required: Single or double stitch. Single in landscape and portrait mode		
	Must be able to separate output by a set by set basis		
	Must be able to perform different finishing options within a given set of a print job i.e. subsets.		
	Must have an adhesive binding solution		
	Must have a removable hard disk drive which will be surrendered at end of contract to Statistics Canada for secure disposal		
<b>Pre-Press</b>	Must have two (2) digital pre-press workstations and scanners that are fully integrated into print path		
	Must be able to ticket jobs at the pre-press workstation		
	Must be able to convert scanned images into Adobe PDF format		
	Must be able to import PDF, TIFF and PostScript files into application and edit images (pages)		
	Must be able to do page level ticketing at the workstation such as tabs, different coloured stock, covers and inserts and chapter starts		
	Must be able to ticket job with same finishing capabilities as printers including adhesive binding, stitching and stapling		
	Must be able to signaturize a given job at the workstation		
	Must perform the following editing and imposition capabilities: Cut and paste; Shift and rotate; Image merge; Page numbers;		

	headers and footers; 2-up/2-up flip; and annotate		
	Must be able to Soft Proof - Preview of job supplements before sending to print of saving allowing the user to change any page programming while viewing the images		
	Must be able to recognize text within a PDF file (Tags) and automatically generate the printer instruction (job ticketing) required to initiate printing and finishing features, For example variable page length subsets etc.		
<b>Scanner</b>	Must be able to scan, high-quality black & white (monochrome) and color scanning		
	Must have an automatic duplex document handler with a minimum 100-sheet capacity		
	Must be able to scan at all 200/300/400/600 dpi choices		
	Must scan documents as large as 12" x 18" (305 mm x 457 mm)		
	Must handle average monthly volume of scans of 5000 pages per month		
<b>Environmental Requirements</b>	All hardware must be manufactured in facilities that are ISO 14001 certified		
	<p>The Contractor must currently promote recycling through an established and ongoing packaging recycling program as per the following:</p> <p>All materials in which the Products are packaged and shipped must be recyclable.</p> <p>The Contractor must take back all packaging at the time of product installation.</p> <p>The Contractor must reuse, recycle or dispose of all packaging materials removed from all products delivered in an environmentally sensitive manner.</p>		
	<p>The Contractor must currently promote recycling through an established and ongoing consumables container recycling program and must either:</p> <p>provide prepaid, postage-return packaging with the consumable when it is originally delivered, or available for download from the manufacturer's website; OR</p>		

	pick up used consumables containers at no charge.		
<b>Quality Management</b>	All hardware must be manufactured in facilities that ISO 9001:2008 (or later) certified.		
<b>Maintenance Services</b>	Contractor's Toll Free number _____ Contractor's Website _____		
<b>Company</b>	The Contractor must have and provide and escalation plan and the names and contact information of personnel of the appropriate levels in the organization in order to provide additional support to those technicians assigned to the Statistics Canada accounts.  The Contractor's escalation plan is to be provided with the Bid.		

## POINT-RATED CRITERIA

Statistics Canada has a requirement for adhesive tape binding of various print jobs. Bids which propose an adhesive binding solution that is on-line without removal of stitching capability will receive credit in the form of a 2% percent reduction against the Total Evaluated Cost.

<u>Hardware Solution</u>	<b>Compliant ? Yes/No</b>	<b>Supporting Documentation or Statement of Compliance</b> (please indicate where this information can be found in your Bid)
<b>Finishing</b> The Printer solution has an adhesive binding solution that is on-line without removal of stitching capability		

## ADDITIONAL INFORMATION ABOUT THE INSTALLATION

Please see Appendix 1 for floor and electrical plans of the Printing Centre. All solutions must fit within the provided space and with the provided electrical outlets.

## A2. MAINTENANCE SERVICES

In addition to and notwithstanding 4001 (2013-01-28) Supplemental General Conditions Hardware Purchase, Lease and Maintenance the following articles apply to the Contract:

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*.

## **2.4 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**

**A2.5.1** All service personnel must be trained and certified by the manufacturer to perform work on any equipment for which they provide service.

**A2.5.2** Contractor's personnel must be escorted by a commissionaire or a Statistics Canada employee at all times while on site.

**A2.5.3** 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.

**A2.5.4** The Contractor shall have a service office in the National Capital Region.

**A2.5.5** The Contractor must have a maintenance staff of not less than three (3) technicians that have been trained in the maintenance and repair of the equipment being provided. At least two (2) technicians must be located in the National Capital Region and have one year experience on maintaining the equipment.



**A2.5.6** The Contractor must maintain technician continuity to Statistics Canada for both the hardware and software.

**A2.5.7** The Contractor must have and provide an escalation plan and the names and contact information of personnel of the appropriate levels in the organization in order to provide additional support to those technicians assigned to the Statistics Canada accounts for difficult to diagnose or intermittent failures, and have available also a person with the necessary skills to assist in diagnosis and repair of problems outside the device such as, but may not be limited to, electrical power, cooling or consumable supplies.

**A2.5.8** The Contractor must assign a person at a managerial level to the account to oversee problems and to attend customer meetings.

**A2.5.9** The Contractor must provide details describing their technical support structure hierarchy.

## **A2.6 Training**

The Contractor must provide a minimum of four (4) hours 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**

The Supplier must provide the following level of support in the event of equipment malfunction: (a) 1 hour to respond to a service call back; (b) 4 hours from time of service call to have a technician at the print site if required; and (c) 8 hours to resolve problem or provide replacement parts or equipment allowing Statistics Canada to continue operations at minimum 80% capacity, 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 inoperable, 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 Maintenance History Report**

**A2.9.1** The Contractor shall keep a log of each service activity carried out either on site or at the Contractor's depot as part of the Maintenance Agreement. The log shall indicate location of service, model and make, type of work performed, duration, and total downtime. In addition, the log shall indicate any features changes and/or engineering changes. The contractor shall obtain approval of the Statistics Canada Project Authority prior to making any feature changes, engineering changes or de-installation or relocation of a printer.

**A2.9.2** 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 Project Authority and 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 client'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 Contract, in more than 10% of occurrences measured over a 30 day period of the number of times such services were required in accordance with the individual Contract; then, the Contractor must provide a Remedial Action Plan to 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.

#### **A2.11 Language of Work**

The work must be conducted in either English or French.

#### **A2.12 Additional Contractor Obligations**

In addition to all other obligations outlined herein, the Contractor must:

- keep all documents and proprietary information confidential;
- return all materials belonging to Statistics Canada upon completion of the Contract;
- submit all written reports in hard copy or electronic Microsoft Office Word or e-mail with stakeholders, if necessary;
- participate in teleconferences, as needed; and
- attend meetings at Statistics Canada sites, if required.

#### **A2.13 Service Outside of the PPM**

The Contractor must be available to provide service outside of the PPM from time to time as requested by Statistics Canada. Service performed outside of the PPM will be paid the hourly rate in accordance with Annex B. No service is to be provided outside of the PPM without the prior approval of the Project Authority.

### **A3 Additional Environmental Considerations**

In addition to the Environmental requirements of the hardware and consumables detailed in the table of A1, all work performed under this contract should be delivered in an environmentally responsible manner, to the fullest extent possible.

Clients and suppliers will be encouraged to transmit work requests electronically.

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All non-electronic correspondence and deliverables should be certified as originating from a sustainably managed forest and/or with a minimum of 30% recycled content and processed chlorine free, whenever possible.

Double-sided photocopying will be the default unless otherwise specified by the Project or Contracting Authority. Photocopied documents are to be in black and white format unless otherwise specified.

The supplier will be encouraged to provide proofs for client review and approval either on-screen or by e-mail, CD, DVD or zip file, wherever possible.

## ANNEX B BASIS OF PAYMENT

### B1. MONOCHROME DEVICE #1

For the lease, delivery, configuration and installation of **Monochrome device #1**, including all required software to allow for a networked digital workflow environment, the Contractor will be paid the following firm rates:

**Monochrome Device #1** \_\_\_\_\_ (insert device model)

		FIRM MONTHLY RATES (FMR)				
Equipment Offered	Part No.	24 months	36 months	48 months	Option Year 1	Option Year 2
List the mainframe and all added optional equipment required to meet the Specifications as detailed in Annex A.						
<b>Base Unit Model Name:</b>		\$	\$	\$	\$	\$
_____						
_____						
		\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$
<b>TOTAL FMR</b>		\$	\$	\$	\$	\$

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.

	Cost per Copy/print (initial lease period)	Cost per Copy/print (option years)
<b>Monochrome Cost per Copy/Print (CPC)</b> (Estimated usage* is 750,000 copies per month)	\$ _____	\$ _____

\* **Note:** The number of copies per month is an estimate for evaluation purposes only; 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.

The Full Service Maintenance agreement will be on a cost per page rate basis. Firm ceiling rates will be established for the entire contract period including all option years, but may be reduced at any time by the Contractor, by notifying the Contracting Authority and requesting a downward amendment.

## B2. MONOCHROME DEVICE #2

For the lease, delivery, configuration and installation of **Monochrome device #2**, including all required software to allow for a networked digital workflow environment, the Contractor will be paid the following firm rates:

**Monochrome Device #2** \_\_\_\_\_ (insert device model)

		FIRM MONTHLY RATES (FMR)				
Equipment Offered	Part No.	24 months	36 months	48 months	Option Year 1	Option Year 2
List the mainframe and all added optional equipment required to meet the Specifications as detailed in Annex A.						
<b>Base Unit Model Name:</b>		\$	\$	\$	\$	\$
_____						
_____						
		\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$
<b>TOTAL FMR</b>		\$	\$	\$	\$	\$

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.

Cost per Copy/print (initial lease period)	Cost per Copy/print (option years)

<b>Monochrome Cost per Copy/Print(CPC)</b> <b>(Estimated usage* is 750,000 copies per month)</b>	\$ _____	\$ _____
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\* **Note:** The number of prints per month is an estimate for evaluation purposes only; 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.

The Full Service Maintenance agreement will be on a cost per page rate basis. Firm ceiling rates will be established for the entire contract period including all option years, but may be reduced at any time by the Contractor, by notifying the Contracting Authority and requesting a downward amendment.

### B3. SCANNER AND WORKSTATION (Quantity 2)

For the lease, delivery, configuration and installation of two (2) **Scanners and Workstations** the Contractor will be paid the following firm rates:

**Scanner and Workstation** \_\_\_\_\_ (insert device models)

		FIRM MONTHLY RATES (FMR)				
Equipment Offered	Part No.	24 months	36 months	48 months	Option Year 1	Option Year 2
List all equipment required to meet the Specifications as detailed in Annex A.						
		\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$
<b>TOTAL FMR</b>		\$	\$	\$	\$	\$

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.

### B4. SERVICE OUTSIDE OF THE PPM

For urgent repairs and service provided outside of the PPM, the contractor will be paid the following firm hourly rates:

\$ \_\_\_\_\_



## ANNEX C EVALUATION CRITERIA & METHOD OF SELECTION

### C1. TECHNICAL EVALUATION

Bidders should submit a completed Annex A.

Bidders must PASS all mandatory technical specification requirements listed in Annex A, in order to be considered further during the evaluation stage.

The proposed equipment must also pass the Compatibility Testing requirements specified at Annex D.

### C2. FINANCIAL EVALUATION

Bidders must submit a completed Annex B.

Each lease period specified in Annex B is multiplied by a factor of 0.20. While Canada aims to issue a contract with a 48 month lease period, Canada reserves the right to issue the initial contract for a shorter lease period (24 or 36 months) if the rate for the shorter lease period is more financially advantageous than the 48 month lease period.

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

<b>Monochrome Device #1</b>	
FMR 48 months x 48 months x 0.20	\$ _____
FMR 36 months x 36 months x 0.20	\$ _____
FMR 24 months x 24 months x 0.20	\$ _____
FMR Option Year 1 x 60 months x 0.20	\$ _____
FMR Option Year 2 x 72 months x 0.20	\$ _____
CPC initial lease period x 750,000 pages/month x 48 months	\$ _____
CPC option years x 750,000 pages/month x 24 months	\$ _____
<b>Monochrome Device #2</b>	
FMR 48 months x 48 months x 0.20	\$ _____
FMR 36 months x 36 months x 0.20	\$ _____
FMR 24 months x 24 months x 0.20	\$ _____
FMR Option Year 1 x 60 months x 0.20	\$ _____
FMR Option Year 2 x 72 months x 0.20	\$ _____
CPC initial lease period x 750,000 pages/month x 48 months	\$ _____
CPC option years x 750,000 pages/month x 24 months	\$ _____
FMR 48 months x 48 months x 0.20	\$ _____
<b>Scanner and Workstation</b>	
FMR 48 months x 48 months x 0.20	\$ _____

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FMR 36 months x 36 months x 0.20	\$ _____
FMR 24 months x 24 months x 0.20	\$ _____
FMR Option Year 1 x 60 months x 0.20	\$ _____
FMR Option Year 2 x 72 months x 0.20	\$ _____

**TOTAL EVALUATED PRICE = \$ \_\_\_\_\_**

**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.

## **ANNEX D COMPATIBILITY TESTING**

At the request of Canada, the Bidder with the best value technically compliant bid must make available the printers, in the configurations specified in the RFP, for a compatibility test by Statistics Canada prior to the award of Contract to determine whether the proposed printers will meet Statistic Canada's requirements.

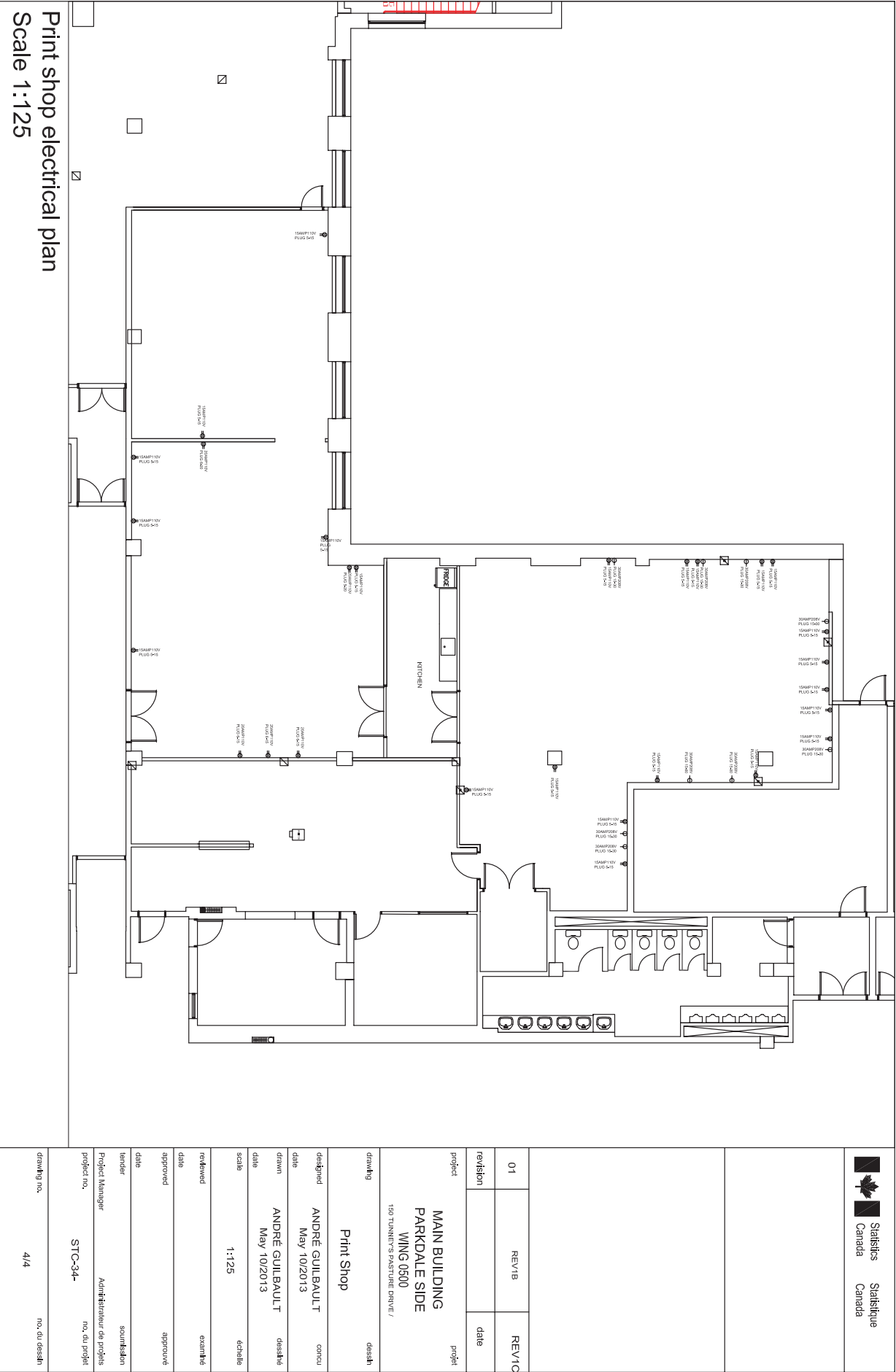
To complete these tests, the bidder must make the printers available for testing in the National Capital Region of Canada either at the bidder's site or at an existing installation site in a different client's environment within 15 days of notification of such test by PWGSC.

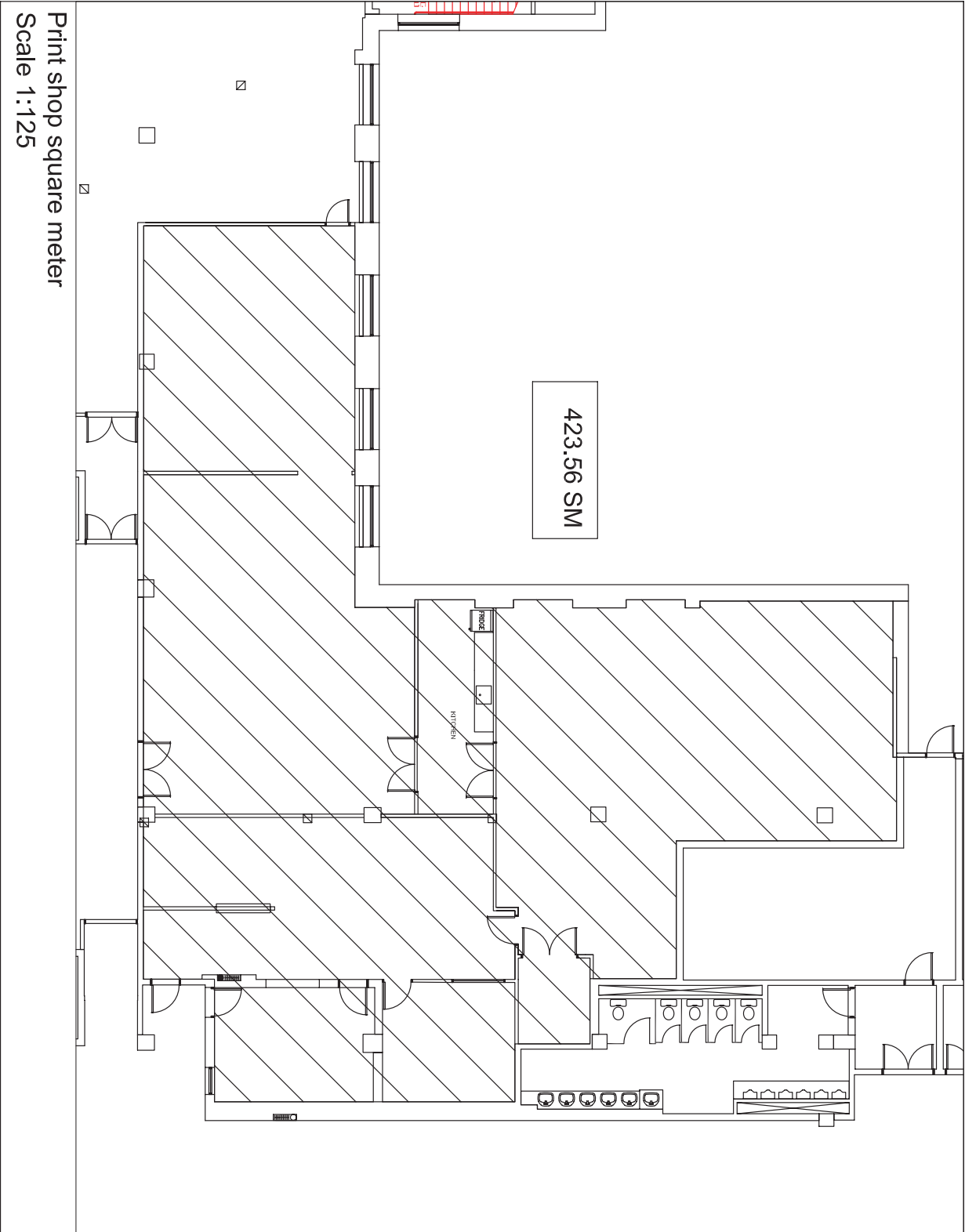
### **Compatibility Test Results**

Notwithstanding compliance to the specifications of the RFP, the equipment offered may still be rendered non-compliant at the Compatibility testing stage if it cannot be demonstrated through testing by Statistics Canada that the equipment is able to meet the specifications given below. Statistics 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 that the issues are reasonable, and that they can be resolved in a reasonable amount of time.





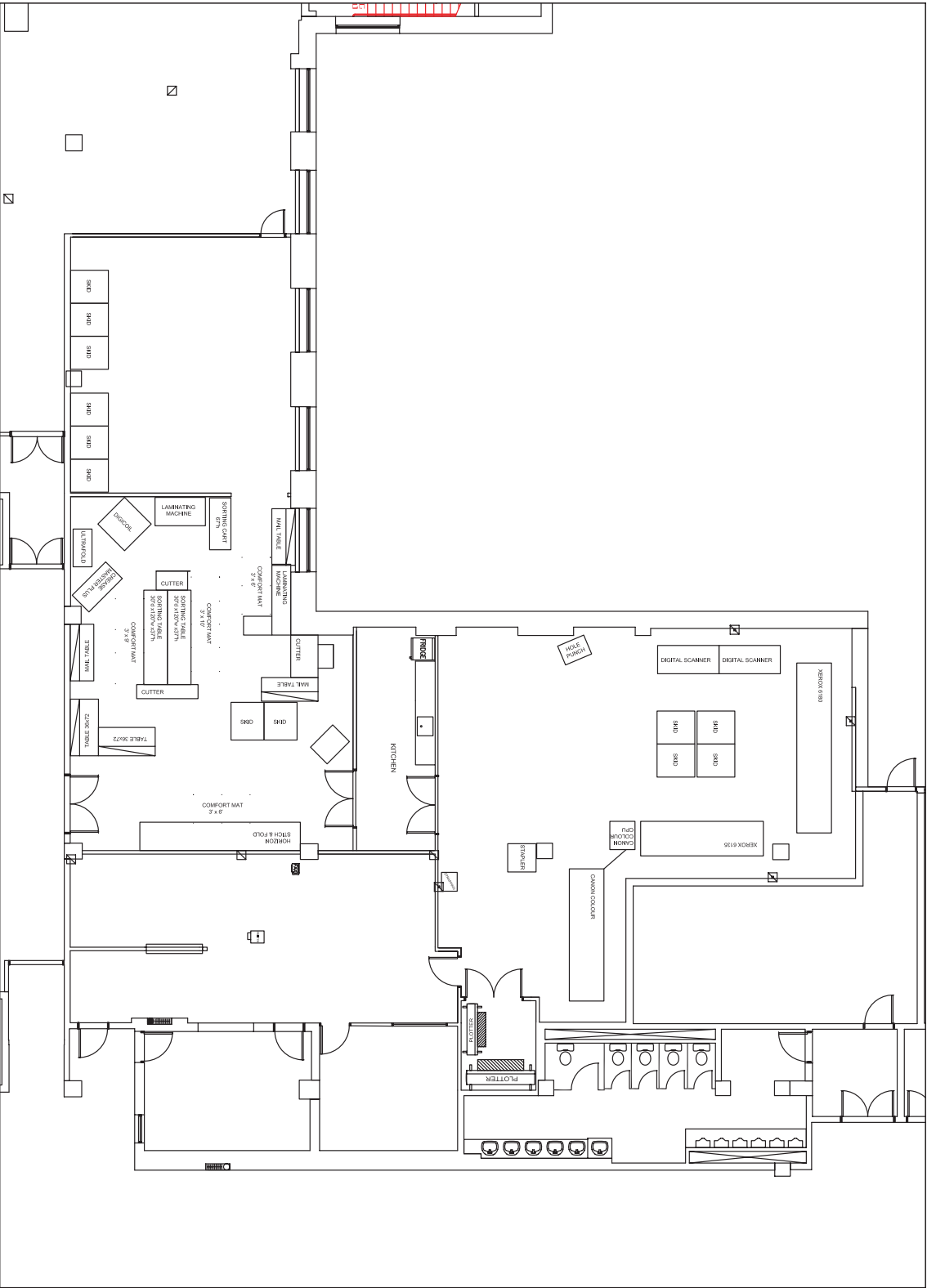


drawing no.				no. du dessin			
2/4							
drawing no.				no. du dessin			
STC-34-							
Project Manager				Administrateur de projets			
tender				soutilisation			
date				approved			
approved				approved			
date				examples			
reviewed							
scale				échelle			
1:125							
date				dessiné			
ANDRÉ GUILBAULT							
May 10/2013							
drawn				contour			
ANDRÉ GUILBAULT							
May 10/2013							
date							
designed							
ANDRÉ GUILBAULT							
May 10/2013							
drawing							
Print Shop							
project				project			
MAIN BUILDING							
PARKDALE SIDE							
WING 0500							
1501 TURNER'S PASTURE DRIVE /							
revision				date			
01							
REV1B							
REV1C							

01	REV1B	REV1C
revision		date

project	MAIN BUILDING PARKDALE SIDE WING 0500 110 TUNNERS PASTURE DRIVE /	project
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drawing	Print Shop	dessin
designed	ANDRÉ GUILBAULT	conçu
date	May 10/2013	
drawn	ANDRÉ GUILBAULT	dessiné
date	May 10/2013	
scale	1:125	échelle
revised		examiné
date		
approved		approuvé
date		
tender		sourcilisation
Project Manager	Administrateur de projets	
project no.	STC-34-	no. du projet
drawing no.	1/4	no. du dessin



Print shop machine plan  
Scale 1:125