

**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> Xerox MFD's	
<b>Solicitation No. - N° de l'invitation</b> M5000-140889/A	<b>Date</b> 2013-07-25
<b>Client Reference No. - N° de référence du client</b> M5000-140889	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$VAN-577-7052	
<b>File No. - N° de dossier</b> VAN-3-36093 (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 2013-08-12</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:</b> <b>Destination - des biens, services et construction:</b> ROYAL CANADIAN MOUNTED POLICE ATTN: WAYNE WAY V DIVISION INFORMATICS BAG 500, 960 FEDERAL ROAD IQALUIT Nunavut X0A0H0 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</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b> <b>Facsimile No. - N° de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/Firm (type or print)</b> <b>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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M5000-140889/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

van577

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

M5000-140889

File No. - N° du dossier

VAN-3-36093

CCC No./N° CCC - FMS No/ N° VME

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## PART 1 - GENERAL INFORMATION

### 1. Security Requirement

There is no security requirement associated with this bid solicitation.

### 2. Requirement

The requirement is detailed under Article 2 of the resulting contract clauses.

### 3. Set-aside Under the Federal Government's Procurement Strategy for Aboriginal Business (PSAB)

This procurement is set aside under the federal government's Procurement Strategy for Aboriginal Business.

This procurement is set aside from the international trade agreements under the provision each has for set-asides for small and minority businesses.

Further to Article 1802 of the Agreement on Internal Trade (AIT), AIT does not apply to this procurement.

### 4. Debriefings

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

## PART 2 - BIDDER INSTRUCTIONS

### 1. Standard Instructions, Clauses and Conditions

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

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

The 2003 (2013-06-01) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

### 2. Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

### 3. Enquiries - Bid Solicitation

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

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

### 4. Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in 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 copies)  
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) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders should:

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

### **Section I: Technical Bid**

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

### **Section II: Financial Bid**

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Applicable Taxes must be shown separately.

#### **1.1 Exchange Rate Fluctuation**

SACC Manual Clause 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.
- (c) The evaluation team will determine first if there are three (3) or more bids with a valid Canadian Content certification. In that event, the evaluation process will be limited to the bids with the certification; otherwise, all bids will be evaluated. If some of the bids with a valid certification are declared non-responsive, or are withdrawn, and less than three responsive bids with a valid certification remain, the evaluation will continue among those bids with a valid certification. If all bids with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other bids received will be evaluated.

#### **1.1 Technical Evaluation**

##### **1.1.1 Mandatory Technical Criteria**

Mandatory technical criteria are detailed under Annex "A".

#### **1.2 Financial Evaluation**

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

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

### 1.2.1 Evaluation of Price

SACC Manual Clause A0220T (2013-04-25), Evaluation of Price

### 1.3 NLCA - Evaluation Criteria

The benefits that apply to this procurement are contained in Part 6 - Bid Criteria of Article 24 - Government Contracts of the Nunavut Land Claims Agreement (NLCA), section:

24.6.1 Whenever practicable, and consistent with sound procurement management, and subject to Canada's international obligations, all of the following criteria, or as many as may be appropriate with respect to any particular contract, shall be included in the bid criteria established by the Government of Canada for the awarding of its government contracts in the Nunavut Settlement Area:

- a. the existence of head offices, administrative offices or other facilities in the Nunavut Settlement Area;
- b. the employment of Inuit labour, engagement of Inuit professional services, or use of suppliers that are Inuit or Inuit firms in carrying out the contracts; or
- c. the undertaking of commitments, under the contract, with respect to on-the-job training or skills development for Inuit.

#### 1.3.1 Evaluation of Nunavut Land Claims Agreement - Bid Criteria - Percentage Reduction

All bids received will be evaluated and assigned percentages in accordance with the degree to which the proposals meet the Nunavut Land Claims Agreement - Bid Criteria detailed in Annex "A". In order for the percentage reduction to be applied to the bid evaluation, Bidders must provide in their bid, written proof of the bid criteria as requested. The percentage reduction will be applied for evaluation purposes only to the evaluation total.

## 2. Basis of Selection

### 2.1 Basis of Selection - Mandatory Technical Criteria

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

## PART 5 - CERTIFICATIONS

Bidders must provide the required certifications 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, to provide the related documentation 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 and Certifications - Related documentation**

By submitting a bid, the Bidder certifies that the Bidder and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Bid of Standard Instructions 2003. The related documentation therein required will assist Canada in confirming that the certifications are true.

### **1.2 Federal Contractors Program for Employment Equity - Bid Certification**

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from Human Resources and Skills Development Canada (HRSDC) - Labour's website.

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

## **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 Canadian Content Certification**

This procurement is conditionally limited to Canadian goods and Canadian services.

Subject to the evaluation procedures contained in the bid solicitation, bidders acknowledge that only bids with a certification that the goods and services offered are Canadian goods and Canadian services, as defined in clause A3050T, may be considered.

Failure to provide this certification completed with the bid will result in the goods and services offered being treated as non-Canadian goods and non-Canadian services.

The Bidder certifies that:

- ( ) a minimum of 80 percent of the total bid price consist of Canadian goods and Canadian services as defined in paragraph 5 of clause A3050T.

For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult Annex 3.6.(9), Example 2, of the Supply Manual.



### 2.1.1 Canadian Content Definition

SACC Manual Clause A3050T (2010-01-11), Canadian Content Definition

### 2.2 Set-aside for Aboriginal Business

This procurement is set aside under the federal government's Procurement Strategy for Aboriginal Business, as detailed in Annex 9.4, Requirements for the Set-aside Program for Aboriginal Business, of the Supply Manual.

The Bidder:

- i) certifies that it meets, and will continue to meet throughout the duration of any resulting contract, the requirements described in the above-mentioned annex;
- ii) agrees that any subcontractor it engages under any resulting contract must satisfy the requirements described in the above-mentioned annex; and
- iii) agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.

The Bidder must check the applicable box below:

- i) ☐ The Bidder is an Aboriginal business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.

OR

- ii) ☐ The Bidder is either a joint venture consisting of two or more Aboriginal businesses or a joint venture between an Aboriginal business and a non-Aboriginal business.

The Bidder must check the applicable box below:

- i) ☐ The Aboriginal business has fewer than six full-time employees.

OR

- ii) ☐ The Aboriginal business has six or more full-time employees.

The Bidder must, upon request by Canada, provide all information and evidence supporting this certification. The Bidder must ensure that this evidence will be available for audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The Bidder must provide all reasonably required facilities for any audits.

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

### 2.3 Owner/Employee Certification - Set-aside for Aboriginal Business

If requested by the Contracting Authority, the Bidder must provide the following certification for each owner and employee who is Aboriginal:

- 1) I am \_\_\_\_\_ (insert "an owner" and/or "a full-time employee") of \_\_\_\_\_ (insert name of business), and an Aboriginal person, as defined in Annex 9.4 of the Supply Manual entitled "Requirements for the Set-aside Program for Aboriginal Business".
- 2) I certify that the above statement is true and consent to its verification upon request by Canada.

\_\_\_\_\_  
Printed name of owner and/or employee

\_\_\_\_\_  
Signature of owner and/or employee

\_\_\_\_\_  
Date

## PART 6 - RESULTING CONTRACT CLAUSES

### 1. Security Requirement

There is no security requirement applicable to this Contract.

### 2. Requirement

The Contractor must provide the goods and services detailed under the "Requirement" at Annex "A".

### 3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual

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

#### 3.1 General Conditions

2010A (2013-04-25), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

#### 3.2 Supplemental General Conditions

4001 (2013-01-28), Hardware Purchase, Lease and Maintenance, apply to and form part of the Contract.

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

4004 (2013-08-16), Maintenance and Support Services for Licensed Software, apply to and form part of the Contract.

### 4. Term of Contract

#### 4.1 Period of the Contract

The period of the Contract is from Contract Award to September 30, 2017 inclusive.

The provision of one (1) year warranty services on the supplied Hardware, in accordance with Annex "A", will commence upon delivery and acceptance of the equipment.

#### 4.2 Requisition on Contract - For Ongoing Consumables Only

- (a) **Purpose of ROC:** Ongoing consumables to be provided under the Contract on as an-and-when-requested basis will be ordered by Canada using a Requisition on Contract ("ROC").
- (b) **Process for Issuing a ROC:** If a requirement is identified, a draft ROC will be prepared by the Technical Authority and sent to the Contractor. Once it receives the draft ROC, the Contractor must submit a quotation to the authority identified in the ROC detailing the cost to complete the requirement. The Contractor's quotation must be based on the

rates set out in the Contract. The Contractor will not be paid for providing the quotation or for providing other information required to prepare and issue the ROC. The Contractor must provide any information requested by Canada in relation to the preparation of a ROC within 10 working days of the request.

- (c) **Approval Process:** If Canada approves the Contractor's quotation, Canada (by its authorized representative, as described in this Article) will issue the ROC by forwarding a signed copy of the final ROC form to the Contractor. Whether or not to approve or issue a ROC is entirely within Canada's discretion.
- (d) **Authority to Issue a ROC:** Any ROC with a value less than or equal to \$25,000 (including GST/HST) may be issued by the Technical Authority. Any ROC with a value greater than this amount must be issued directly by the Contracting Authority. By providing written notice to the Contractor, the Contracting Authority may suspend the Technical Authority's authority to issue ROCs at any time.
- (e) **Contents of a ROC:** The ROC must contain the following information, if applicable:
  - (i) a ROC number;
  - (ii) the details of any financial coding to be used;
  - (iii) type, quantity and description of consumables being ordered;
  - (iv) a schedule indicating delivery date(s);
  - (v) milestone dates for deliverables and payments (if applicable);
  - (vi) the specific delivery location; and
  - (vii) the price payable to the Contractor, with an indication of the firm price.
- (f) **Charges for Consumables under a ROC:** The Contractor must not charge Canada anything more than the price set out in the ROC unless Canada has issued a ROC amendment authorizing the increased expenditure. 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 being incorporated into the Work.
- (g) **Consolidation of ROCs for Administrative Purposes:** The Contract may be amended from time to time to reflect all ROCs issued and approved by the Contracting Authority to date, to document the Work performed under those ROCs for administrative purposes.

### 4.3 Requisition on Contract - Ongoing Consumables - Periodic Usage Reports

The Contractor must compile and maintain records on its provision of ongoing consumables to the federal government under authorized Requisition on Contract issued under the Contract.

The Contractor must provide this data in accordance with the reporting requirements detailed in Annex "D". If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "NIL" report.

The data must be submitted on a bi-annual basis to the Contracting Authority.

The bi-annual periods are defined as follows:

1st period: October 1 to March 31;

2nd period: April 1 to September 30.

The data must be submitted to the Contracting Authority no later than 30 calendar days after the end of the reporting period.

#### **4.3.1 Reporting Requirement - Details**

A detailed and current record of all authorized ROC must be kept for each contract with a requisition on contract process. This record must contain:

For each authorized ROC:

- (1) the authorized ROC number or ROC revision number(s);
- (2) a title or a brief description of each authorized ROC;
- (3) the total cost specified in the authorized ROC, GST or HST extra; and
- (4) the completion date for each authorized ROC.

For all authorized ROC:

- (1) the total amount, GST or HST extra, expended to date against all authorized ROCs.

## **5. Authorities**

### **5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Krista Dobson  
Supply Specialist  
Public Works and Government Services Canada  
Pacific Region  
Acquisitions  
Room 219 - 800 Burrard Street, Vancouver, B.C. V6Z 0B9

Telephone: (604) 775-7088  
Facsimile: (604) 775-7526  
E-mail address: Krista.Dobson@pwgsc-tpsgc.gc.ca

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

## 5.2 Project Authority

The Project Authority for the Contract is:

*To be determined at Contract Award*

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

## 5.3 Contractor's Representative *(To be completed by the Bidder)*

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

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

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

Telephone: ( \_\_\_\_\_ ) - \_\_\_\_\_ - \_\_\_\_\_

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

Facsimile: ( \_\_\_\_\_ ) - \_\_\_\_\_ - \_\_\_\_\_

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

## 7. Payment

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

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices, as specified in Annex B for a cost of \$ TBD . Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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

### 6.2 Basis of Payment - Limitation of Expenditure - Requisition on Contract

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work specified in the authorized Requisition on Contract (ROC), as determined in accordance with the Basis of Payment in Annex B, to the limitation of expenditure specified in the authorized ROC.

Canada's liability to the Contractor under the authorized ROC must not exceed the limitation of expenditure specified in the authorized ROC. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

No increase in the liability of Canada or in the price of the Work specified in the authorized ROC 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 authorized, in writing, by the Contracting Authority before their incorporation into the Work.

### **6.3 Canada's Obligation - Portion of the Work - Requisition on Contract**

Canada's obligation with respect to the portion of the Work under the Contract that is performed through Requisitions on Contract is limited to the total amount of the actual tasks performed by the Contractor.

### **6.4 SACC Manual Clauses**

C6000C (2011-05-16), Limitation of Price  
H1001C (2008-05-12), Multiple Payments

## **7. Invoicing Instructions**

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

Invoices must be distributed as follows:

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

## **8. Certifications**

### **8.1 Compliance**

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 SACC Manual Clauses**

A3000C (2011-05-16), Aboriginal Business Certification  
A3060C (2008-05-12), Canadian Content Certification

## **9. Applicable Laws**

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

## **10. Priority of Documents**

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

- (a) the Articles of Agreement;
- (b) the general conditions 2010A (2013-04-25), General Conditions - Goods (Medium Complexity);

- 
- (c) the supplemental general conditions 4001 (2013-01-28), Hardware Purchase, Lease and Maintenance;
  - (d) the supplemental general conditions 4003 (2010-08-16), Licensed Software;
  - (e) the supplemental general conditions 4004 (2013-08-16), Maintenance and Support Services for Licensed Software;
  - (f) Annex A, Statement of Requirement;
  - (g) Annex B, Basis of Payment;
  - (h) Annex C, Requisition on Contract Form - Ongoing Consumables;
  - (i) Annex D, Requisition on Contract - Periodic Usage Report; and
  - (j) the Contractor's bid dated \_\_\_\_\_.

#### **11. SACC Manual Clauses**

A9068C (2010-01-11), Government Site Regulations

B1501C (2006-06-16), Electrical Equipment

B7500C (2006-06-16), Excess Goods



## **ANNEX A REQUIREMENT**

### **1. Requirement**

The Royal Canadian Mounted Police (RCMP) "V" Division has a requirement for the supply and delivery of Fourteen (14) Xerox Phaser 3635 MFP/XME C/W Monochrome Multifunction devices with print, copy, scan and fax capabilities; including the initial set of consumables and one-year warranty and maintenance services in Iqaluit, Nunavut.

This requirement includes the option to purchase ongoing consumables, on an "as and when requested basis", for the duration of the Contract.

This requirement also includes warranty and maintenance services for 16 Xerox Phaser 3635 MFP/XME C/W monochrome printers from the period of Contract Award through September 30, 2013. These devices were delivered new and installed at end of September 2012.

This procurement is subject to the Nunavut Land Claims Agreement.

This procurement is a set aside under the federal government's Procurement Strategy for Aboriginal Business, as detailed in Annex 9.1 Requirements for the Set-aside Program for Aboriginal Business, of the Supply Manual.

This procurement is set aside from the international trade agreements under the provision each has for set-asides for small and minority businesses.

Further to Article 1802 of the Agreement on Internal Trade (AIT), AIT does not apply to this procurement.

The Xerox Phaser 3635 MFP/XME C/W Monochrome Multifunction devices and all imaging consumables provided under this contract must be new, OEM issued, meeting all of the manufacturer's published specifications and the Contractor must be authorized by the Manufacturer to supply and service the provided devices.

## **2. Nunavut Land Claims Agreement - Bid Criteria**

This procurement is subject to the Nunavut Land Claims Agreement.

A copy of the Nunavut Land Claims Agreement (NLCA) may be obtained by contacting:

Aboriginal Affairs and Northern Development Canada (AANDC)  
E-mail: InfoPubs@aadnc-aandc.gc.ca  
Telephone: 1-800-567-9604  
Facsimile: 1-866-817-3977

Please indicate here if your company meets any of the following criteria:

- a) Having head offices, administrative offices or other facilities in the Nunavut Settlement Area YES \_\_\_\_ NO \_\_\_\_
- b) Employing Inuit labour, engagement of Inuit professional services, or use of suppliers that are Inuit or Inuit firms in carrying out the Contract YES \_\_\_\_ NO \_\_\_\_
- c) Undertaking commitments, under the Contract, with respect to on-the-job training or skills development for Inuit. YES \_\_\_\_ NO \_\_\_\_

### **2.1 Nunavut Land Claims Agreement - Bid Criteria - Percentage Reduction**

Bids will be evaluated and assigned percentages in accordance with the degree to which the Bidder's bid meets the objectives of the following criteria:

	<b>BID CRITERIA</b>	<b>AVAILABLE PERCENTAGE REDUCTION / BREAKDOWN</b>
a)	Having head offices, administrative offices or other facilities in the Nunavut Settlement Area	<b>1.0%</b>
	Head offices or administrative offices	0.5%
	Other facilities	0.5%
b)	Employing Inuit labour, engagement of Inuit professional services, or use of suppliers that are Inuit or Inuit firms in carrying out the Contract	<b>2.0%</b>
	Inuit labour	1.0%
	Suppliers that are Inuit	0.5%
	Inuit firms	0.5%
c)	Undertaking commitments, under the Contract, with respect to on-the-job training or skills development for Inuit.	<b>2.0%</b>
	On-the-job training	1.0%
	Skills development	1.0%
<b>TOTAL POSSIBLE PERCENTAGE REDUCTION:</b>		<b>5.0%</b>

### **3.2 Nunavut Land Claims Agreement - Bid Criteria - Supporting Documentation**

In order for the percentage reduction to apply, Bidders must provide supporting documentation as requested.

Acceptable forms of supporting documentation include:

- Certificate of Inuit Firm Status or equivalent documentation from Nunavut Tunngavik Incorporated certifying that the Contractor and/or their suppliers used in carrying out the Contract are an "Inuit Firm" pursuant to Articles 24.1.1 and 24.7.1 of the Nunavut Land Claims Agreement;
- List of names and number of Inuit employees employed by the Contractor and/or their suppliers used in carrying out the Contract;
- List of head offices, administrative offices and other facilities located in the Nunavut Settlement Area; and
- Training plan for on-the-job training and/or skills development commitments for each individual Inuit employee.

**ANNEX "B"****BASIS OF PAYMENT**

Note: Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

DDP Destination:

RCMP "V" Division - Informatics  
P.O. Bag 500, 960 Federal Road  
Iqaluit, Nunavut X0A 0H0

**Contract Period:**

Contract Award to September 30, 2017 inclusive. The provision of one (1) year warranty services in accordance with Annex "A" will commence upon delivery and acceptance of the equipment.

**1. HARDWARE**

Including the initial set of consumables and including one-year warranty and maintenance services as detailed in Annex "A"

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE
1	Firm, all-inclusive price for the supply and delivery of Xerox Phaser 3635 MFP/XME C/W Monochrome Multifunction devices, including the initial set of consumables and including one-year warranty and maintenance services in accordance with Annex "A"	14	\$

**2. WARRANTY AND MAINTENANCE SERVICES FOR PREVIOUSLY INSTALLED HARDWARE**

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE
1	Firm, all-inclusive price for the provision of warranty and maintenance services in accordance with Annex "A" for existing Xerox Phaser 3635 MFP/XME C/W Monochrome Multifunction devices from Contract Award to September 30, 2013.	16	\$

**3. CONSUMABLES:**

The Contractor must provide pricing for the following list of consumables.

Description	OEM	Yield/	UNIT PRICE
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Solicitation No. - N° de l'invitation

M5000-140889/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

M5000-140889

VAN-3-36093

		e of consumables)				
			<b>Period 1 Contract Award to Sept 30, 2014</b>	<b>Period 2 Oct 1, 2014 to Sept 30, 2015</b>	<b>Period 3 Oct 1, 2015 to Sept 30, 2016</b>	<b>Period 4 Oct 1, 2016 to Sept 30, 2017</b>
High Capacity Print Cartridge, Phaser 3635MFP	108R00795	10,000	\$	\$	\$	\$
Standard Capacity Print Cartridge, Phaser 3635MFP	108R00793	5,000	\$	\$	\$	\$
Staple Cartridge, Phaser 3635	108R00823	3,000	\$	\$	\$	\$

## ANNEX "C"

### REQUISITION ON CONTRACT FORM - ONGOING CONSUMABLES

Contract No.:	Contractor's Name and Address:
ROC No.:	
Total Estimated Cost of ROC:	
<b>1.0 - TERMS AND CONDITIONS</b>	
<i>Refer to Contract; Article 4.4 - Requisition on Contract - For Ongoing Consumables Only</i>	
<b>2.0 - DELIVERY INFORMATION</b>	
Delivery Date:	Delivery Location:

Start of the Work for a ROC: Work cannot commence until a ROC has been authorized in accordance with the conditions of the Contract.

3.0 - ITEM DESCRIPTION AND COST OF REQUIRED CONSUMABLES					
ITEM	DESCRIPTION	UNIT OF ISSUE	UNIT PRICE	QUANTITY	EXTENDED PRICE
				Sub-Total:	
				GST/HST:	
				TOTAL:	

#### 4.0 - AUTHORIZATION(S)

By signing this ROC, the authorized client and (or) the PWGSC Contracting Authority certify(ies) that the content of this ROC is in accordance with the conditions of the Contract. The client's authorization limit is defined in the Contract. When the value of a ROC or its revisions is in excess of this limit, the ROC must be forwarded to the PWGSC Contracting Authority for authorization.

##### **Authorized Client:**

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

##### **PWGSC Contracting Authority:**

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

#### 5.0 - CONTRACTOR'S SIGNATURE

##### **Individual authorized to sign for the Contractor:**

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_



**ANNEX "D"**

**REQUISITION ON CONTRACT - PERIODIC USAGE REPORT**

Return completed reports to:

ATTN: Linda Harding, Acquisitions - IPMG  
Public Works and Government Services Canada - Pacific Region  
Room 219 - 800 Burrard Street, Vancouver, B.C. V6Z 0B9

Facsimile: (604) 775-7526 E-mail address: Linda.Harding@pwgsc-tpsgc.gc.ca

Bi-Annual Usage Report Schedule:

1st period: Contract Award to March 31;  
2nd period: April 1 to September 30.

The data must be submitted to the Contracting Authority no later than 30 calendar days after the end of the reporting period.

<b>Contractor's Name and Address:</b>			<b>Contract No.:</b>	
			<b>Reporting Period:</b>	
<b>Authorized ROC No.</b>	<b>Authorized ROC Description</b>	<b>Delivery Date</b>	<b>Total Cost (Excl. GST/HST)</b>	<b>Total GST/HST</b>
<b>(A) Total Values of Authorized ROCs for this reporting period:</b>				
<b>(B) Accumulated Total of Previous Authorized ROCs:</b>				
<b>(A + B) Total Accumulated Authorized ROCs:</b>				

<b>NIL REPORT:</b> No authorized ROCs were issued for this reporting period [    ]
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**Usage Report Prepared By:**

\_\_\_\_\_  
Name and Title of Individual Authorized to Sign for the Contractor

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## ANNEX "E"

### CALCULATION OF TOTAL EVALUATED PRICE

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

**(A) B1 Mandatory Quantities**

Firm, all-inclusive rate for the supply and delivery of Monochrome Multifunction devices, including the initial set of consumables and one-year warranty and maintenance services as detailed in Annex "A"

\$ \_\_\_\_\_ x 14 units = \$ \_\_\_\_\_

**B2 Maintenance and Warranty Services**

**(B)** Firm, all-inclusive price for the provision of warranty and maintenance services in accordance with Annex "A" for **existing** Xerox Phaser 3635 MFP/XME C/W Monochrome Multifunction devices from Contract Award to September 30, 2013.

\$ \_\_\_\_\_ x 16 units = \$ \_\_\_\_\_

**(C) B3 Consumables**

For evaluation purposes only, the consumables cost will be calculated as follows:

For each applicable line item noted in Annex B3, the cost of each consumable will be divided by it's yield and multiplied by a total yield of 200,000 pages (5% coverage for toner). This calculation will be applied to each applicable line item and totaled and then multiplied by 30 (30 units) to obtain the estimated consumables cost.

Consumables Cost: \$ \_\_\_\_\_ x 30 units = \$ \_\_\_\_\_

**Sub-Total (A + B + C)** \$ \_\_\_\_\_

**(D) A3.1 Nunavut Land Claims Agreement - Bid Criteria - Percentage Reduction**

Sub-Total x \_\_\_\_\_ % = \$ \_\_\_\_\_

<b>Total Evaluated Price (Sub-Total - D):</b>	\$ _____
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