

**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

Title - Sujet Colour Production Printer Lease	
Solicitation No. - N° de l'invitation WN536-140197/A	Date 2013-11-18
Client Reference No. - N° de référence du client WN536-140197	
GETS Reference No. - N° de référence de SEAG PW-\$VAN-585-7130	
File No. - N° de dossier VAN-3-36164 (585)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-12-04	Time Zone Fuseau horaire Pacific Daylight Saving Time PDT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Nelson, Jodi	Buyer Id - Id de l'acheteur van585
Telephone No. - N° de téléphone (604) 666-9171 ()	FAX No. - N° de FAX (604) 775-7526
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE ASU TORONTO DENISON III ARMOURY, ASU SUPPLY 1 YUKON LANE TORONTO Ontario M3K0A1 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

**Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Delivery Required - Livraison exigée See Herein	Delivery Offered - Livraison proposée
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date

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

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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

The Canadian Forces College (CFC) of the Department of National Defense (DND) located in Toronto, ON, has a requirement for the 60 month lease of one (1) colour production printer and two (2) 1 year options, including all related accessories for both devices, in accordance with Annex A. This Contract is for the supply, delivery, and installation of the equipment as well as any training that would be necessary to allow users to access all of the required features of the equipment.

Lease term will include the provision of all preventive and remedial service and the provision of all imaging consumables, as well as the removal of the equipment at the end of the lease period. The hard disk drive must be removed at the end of the lease, and will remain the property of DND. The colour production printer must be configured as described in Annex A of the solicitation.

The requirement is subject to the provisions of 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 *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.

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) 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.

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.

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)

- (i) 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.
- (ii) 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.

(iii) 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.

- (iv) 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 (2013-04-25), 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.

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) available from Employment and Social Development Canada (ESDC) - 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 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.

2.2 Original Equipment Manufacturer (OEM) Certification

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

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

Note for Joint Venture Bidder: Where one of the members of the joint venture is the OEM, then this certification is required to be signed by that member of the joint venture.

OEM Certification – Bidder is not the OEM of Products Bid	
The OEM identified below authorizes the Bidder named below to provide its products and provide warranty service in relation to those products under the Contract issued as a result of the Solicitation identified below.	
Name of OEM	
Address of OEM	
Name of OEM's Authorized Representative	
Title of OEM's Authorized Representative	
Telephone Number of OEM's Authorized Representative	
Fax Number of OEM's Authorized Representative	
Signature of OEM's Authorized Representative	
Date Signed	
Solicitation Number	
Name of Bidder	
If this Certification is limited to specific products or specific services, please provide details	

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

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 Canadian Forces College (CFC) of the Department of National Defense (DND) located in Toronto, ON, has a requirement for the 60 month lease of one (1) colour production printer and two (2) 1 year options, including all related accessories for both devices, in accordance with Annex A. This Contract is for the supply, delivery, and installation of the equipment as well as any training that would be necessary to allow users to access all of the required features of the equipment.

Lease term will include the provision of all preventive and remedial service and the provision of all imaging consumables, as well as the removal of the equipment at the end of the lease period. The hard disk drive must be removed at the end of the lease, and will remain the property of DND. The colour production printer must be configured as described in Annex A of the solicitation.

The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

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 (2013-06-27), 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 (2013-04-25) - 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 60 months, commencing upon the delivery, installation and acceptance of the printer.

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 Date

The printer including accessories must be installed and configured within 21 days of contract award.

4. Authorities

4.1 Contracting Authority

The Contracting Authority for the Contract is:

Jodi Nelson
A/Supply Officer
Public Works and Government Services Canada
Acquisitions Branch
Pacific Region
219 - 800 Burrard St.,
Vancouver, BC V6Z 0B9
Telephone: 604-666-9171
Facsimile: 604-775-7526
E-mail address: jodi.nelson@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

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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 (2013-06-27) 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 (2013-04-25) Maintenance and Support Services for Licensed Software; and
- (d) Annex A, Statement of Work
- (e) Annex B, Basis of Payment;
- (f) 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 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.

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

ANNEX A STATEMENT OF WORK

A1. REQUIREMENT

The Canadian Forces College (CFC) of the Department of National Defense (DND) located in Toronto, ON, has a requirement for the 60 month lease of one (1) colour production printer plus an optional two (2) one year extensions, in accordance with Annex A. This Contract is for the supply, delivery, and installation of the equipment as well as any training that would be necessary to allow users to access all of the required features of the equipment.

Lease term will include the provision of all preventive and remedial service and the provision of all imaging consumables, as well as the removal of the equipment at the end of the lease period. The hard disk drive must be removed at the end of the lease, and will remain the property of DND. The colour production printer 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.

<u>COMPANY</u>	Compliant? Yes/No	Supporting Documentation or Description of Compliance (please indicate where this information can be found in your Bid)
The Bidder must have a toner cartridge recycling program in place.		
The Bidder must provide a list of solvents and materials used and a Material Safety Data Sheet (MSDS) for each product. The winning Bidder must keep both lists up-to-date for the duration of the contract.		
The Bidder must be able to process a MasterCard credit card payment for monthly invoices.		
The Bidder must have an adequate number of factory trained technicians to provide required service levels, in the Toronto, ON Area for this equipment. The Bidder must provide in its Bid at least one (1) resource name and contact information. The Bidder, if awarded a contract, must also ensure that there is one (1) resource available at all times for the duration of the contract.		
The Bidder must provide training to DND employees to effectively and efficiently operate the equipment. Training must be available in English or bilingual (English and French), including training manuals if requested in hard copy and electronic format. Training costs must be at no additional cost to DND.		

The Bidder must provide any required training to operators for a period of at least 4 hours at no additional charge.		
The Bidder must guarantee that software and hardware are kept up to current OEM specs through the life of the contract and any subsequent option periods. DND may choose not to get an upgrade that will be incompatible with the environment.		
The Bidder must provide a for compatibility testing of the proposed printer prior to Contract award (see Annex D)		

<u>MANDATORY TECHNICAL SPECIFICATIONS</u>	Compliant? Yes/No	Supporting Documentation or Statement of Compliance (please indicate where this information can be found in your Bid)
The proposed printer console must be available in English or Bilingual (English and French). The printer console must have a touch screen interface.		
The proposed printer must provide meter readings usage data that include number of clicks by date and type of usage (simplex, duplex, paper size).		
The proposed printer must have remote service diagnostic capabilities for automated data reads and supplies replenishment.		
The proposed printer must be able to connect to DND's 10/100 Mbps Ethernet LAN switch.		
The proposed printer must be able to interface with DND's TCP/IP network environment.		
The proposed solution must be compatible with Windows 3 and Windows 7.		
The proposed printer must be certified by the Canadian Standards Association (CSA).		
The proposed printer must be fully operational in a normal office environment at normal room temperature.		
Any hazardous waste issues with respect to consumables for the equipment must be identified. Consumables packaging to be clearly labeled in English with proper application and use instructions.		
The proposed printer and respective consumables must not contain any parts, devices or ingredients that, when operated or applied in accordance with OEM instructions, would cause injury or harm.		
The proposed printer must fit within a space of 100" W x 32" D due to limited space.		
The proposed printer must have a minimum printing speed of 75 pages per minute (colour).		
The proposed printer must print 18lb to 110lb cover stock, coated and uncoated, with an auto-duplex capability.		

The proposed printer must have page-level programming for complex copy, print or scan jobs.		
The proposed printer must allow storing and recalling of job programming.		
The proposed printer must have automated duplex scanning at a minimum resolution of 600 x 600 dpi and a copy/print minimum resolution of 2400 x 2400.		
The proposed printer must have dual head scanning 200 ipm minimum, capable of scanning colour and black and white documents with a minimum scanning area of 11" x 17".		
The proposed printer must scan to PDF and TIFF file formats, and must be able to scan and send to an email address.		
The proposed printer must have the capability to print/copy up to a 13" x 19" maximum size sheet.		
The proposed printer security functions must include the capability to overwrite the hard drive.		
The proposed printer must have a minimum 500 sheet top tray output, and minimum 2000 sheet stacking tray output.		
The proposed printer must have the following finishing functions: 3 hole punch, stapling, stitching, folding, and a 200 sheet pre-printed insertion tray.		
The stitcher must be capable of saddle stitching a booklet with minimum 100 sheets coated or uncoated.		
The proposed printer must have (3) standard paper trays, sheet feed modules (including bypass tray) ranging from 8.5x11 inches to 13x19 inches with total minimum 1900 sheet capacity. All trays must run coated stock up to 80lbs.		
The proposed printer must have a high capacity feeder that must hold up to 2000 sheets of 80lb cover stock.		
The bypass tray must hold up to 250 sheets.		
The proposed printer must accept file types: EPS, PDF, TIFF.		
The proposed printer must have a decurling unit for heavy weight paper.		
The proposed printer must have interchangeable fuser settings for 12" and 11" runs.		
The operator of the printer must be able to replace the fuser, toner, drum, cartridge, and waste toner containers.		
The proposed printer must have an image sensor for registration control to deliver 1mm front to back registration.		
The proposed printer must have a document feeder with a 250 sheet feed capacity.		
The printer must have a minimum 2 GB RAM and minimum 500 GB hard drive.		
The proposed printer must have the capability to recover a job caused by a paper jam with error recovery.		
Must have the ability to build 9x11 inch custom tab labels.		
All proposed printer must be either Pantone Approved,		

Pantone Licensed, or Pantone Calibrated.		
The proposed printer must have USB 2.0 input slot.		
The hard disk drive must be removed at the end of the lease and will remain the property of DND.		

<u>DELIVERY AND INSTALLATION</u>	Compliant? Yes/No	Documentation or Statement of Compliance (please indicate where this information can be found in your Bid)
The Supplier must be responsible for total equipment and workflow implementation at the install site at no additional charge to DND. Implementation refers to delivery, installation and connection to appropriate DND devices/systems.		
The Supplier must unpack, assemble and install the proposed equipment. If applicable, this must include, but not be limited to the provision of required moving and installation resources such as packing material, cranes, personnel, and floor protection panels.		
The Supplier must supply all associated materials required in order to complete installation at the site; including all the required power connectors, cables and any other accessories required.		
Ready for Use (RFU): an RFU certificate must be issued by the supplier after acceptance testing. It must include the equipment model number and serial number. This date will be used as the start date for the lease term.		

<u>MAINTENANCE</u>	Compliant? Yes/No	Documentation or Statement of Compliance (please indicate where this information can be found in your Bid)
The Supplier must certify in writing that the assigned technician(s) will be able to provide maintenance and service for the equipment they supply.		
The Supplier must accept prime responsibility for diagnosis and resolution of all hardware or software problems.		
The Supplier must log preventative and remedial maintenance requests and resolutions, including initial call time and date, response time and date, resolution time and date, and issue and resolution description. This must be made available to DND upon request.		
The cost of preventative maintenance must be included in		

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the base FMR and be performed in during the PPM in accordance with the OEM specifications.		
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The Supplier must provide a written guarantee of equipment and software serviceability for a minimum of seven (7) years from contract award, signed and certified by the OEM.		
The Supplier must act as the prime Contractor for hardware and software and provide a single point of contact for maintenance support services and problem reporting.		
Replacement parts must be available within 24 hours of the determination of their need.		
The Supplier must have a toll-free maintenance dispatch number to allow DND to request assistance in the event of service related problems or disruption during operational hours of 8:30am – 6:00pm Monday through Friday.		

<u>SOFTWARE</u>	Compliant? Yes/No	Supporting Documentation or Statement of Compliance (please indicate where this information can be found in your Bid)
All software required to operate equipment and all related costs must be included in the proposal.		
All software upgrades and installations must be coordinated with the DND contact.		
The proposed printer must include software for colour matching for accurate colour output. EFI Fiery product or equivalent.		
Unless otherwise negotiated, all software must be provided on the basis of a perpetual lease for as long as the DND is leasing the equipment.		
Software re-installation and configuration must be included in the maintenance cost; no additional cost will be allowed.		
All software installations and updates must be coordinated with the designated DND contact.		

ADDITIONAL INFORMATION ABOUT THE INSTALLATION

- The colour production printer will be located in a dedicated environment within DND 100% of the time.
- Electrical outlet available for power supply is 220 Volts and 50 Amps.

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:

A2.1 Description of Services

Maintenance service provided must be such that the supplied equipment is kept in good working condition at all times. Maintenance services will be provided in support of the installed, effective from the

date of installation. The responsibility for maintaining the equipment in good working condition rests with the Contractor.

A2.2 Preventive Maintenance

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

A2.3 Remedial Maintenance

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

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

A2.4 Replacement Parts

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

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

A2.5 Qualified Personnel

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

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

A2.6 Training

The Contractor must provide a minimum of 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) 3 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 DND 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 inoperational, the Contractor must provide loaner parts or equipment to permit the client to provide an equal or better level of service while the equipment being repaired, at no charge, within twenty-four (24) hours of such determination by the Contractor's maintenance personnel. The client will keep the loaner equipment until the original defective equipment is repaired and returned in working condition.

A2.9 Copier Maintenance History Report

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

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

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

A2.10 Remedies Following Unacceptable Levels of Service

A2.10.1 General

To ensure a continuing acceptable level of service for the 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 the printer supplied has 3 or more Remedial Equipment Failures in a 30 day period, then the Contractor must replace such printer 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:

$(TUEO/8) \times .1 \times \text{Total FMR} + \text{Fixed Monthly Service Rate}$; 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 Additional DND requirements

If at any point during the contract term any of the proposed printer requires replacement of major assemblies or a full overhaul, over and above what is covered under the Preventative and Remedial maintenance program, in order for the Supplier to continue to service the subject printer; such activities and parts replacements to be made at the respective DND Print Site and must be at no additional cost to DND.

Preventive maintenance and engineering changes must be scheduled at times consistent with DND's operational and security requirements.

Commencing on Date of Acceptance, the printer must meet a minimum availability level of 95% of DND's operational hours, on a monthly basis, commencing on the first day of each month and ending on the last day of each month; over the duration of the contract.

During a reported equipment malfunction repair period, the Contractor must issue a verbal progress report to the DND site authority as requested until such time as the problem is resolved and provide a written report of the issue, the total downtime, and steps taken to resolve the issue to the DND Technical Authority at the time the issue is resolved.

ANNEX B

Basis of Payment

B1. COLOUR PRODUCTION PRINTER

For the lease, delivery, configuration and installation of one (1) colour production printer the Contractor will be paid the following firm rates:

Colour Production Printer: _____ (insert device model)

		FIRM MONTHLY RATES (FMR)				
Equipment Offered	Part No.	24 months	36 months	48 months	60 months	Option Years 12 months
List the mainframe and all added optional equipment required to meet the Specifications as detailed in Annex A.						
Base Unit Model Name:		\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$
TOTAL FMR		\$	\$	\$	\$	\$

The rates proposed for each lease period must be lower than that of the preceding shorter lease period. For example, the 60 month FMR must be lower than the 48 month FMR. This does not include the two optional renewal periods of 12 months each.

"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.

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	Cost per Copy/print (initial lease period)	Cost per Copy/print (option years)
Monochrome Cost per Copy/Print (CPC) (Estimated usage* is 5,000 copies per month)	\$ _____	\$ _____
Colour Cost per Copy/Print (CPC) (Estimated usage* is 10,000 copies per month)	\$ _____	\$ _____

* **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.

Monthly Invoices to be paid using a MasterCard credit card.

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 0.25. While Canada aims to issue a contract with a 60 month lease period, Canada reserves the right to issue the initial contract for a shorter lease period (24, 36, or 48 months) if the rate for the shorter lease period is more financially advantageous than the 60 month lease period.

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

Colour Device #1	\$
FMR 60 months x 60 months x 0.25	\$
FMR 48 months x 48 months x 0.25	\$
FMR 36 months x 36 months x 0.25	\$
FMR 24 months x 24 months x 0.25	\$
FMR Option Years x 24 months	\$
Monochrome CPC initial lease period x 5,000 pages/month x 60 months	\$
Monochrome CPC option years x 5,000 pages/month x 24 months	\$
Colour CPC initial lease period x 10,000 pages/month x 60 months	\$
Colour CPC option years x 10,000 pages/month x 24 months	\$

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 test printer, in the configurations specified in the RFP, for a compatibility test by DND prior to the award of Contract to determine whether the proposed printer will meet DND's requirements.

To complete these tests, the bidder must make the test printer available for testing in the Toronto, ON region of Canada either at the bidder's site or at an existing installation site in a different client's environment within 10 days of notification of such test by PWGSC.

The product for testing must:

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

Compliance Verification and Compatibility Testing

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

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

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

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

If the test printer provided is new and is to be delivered to the end-user's location, and if it is agreed upon with DND, the test printer may be considered as the unit of sale.