

**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> Mail Machine Lease	
<b>Solicitation No. - N° de l'invitation</b> T7041-130035/A	<b>Date</b> 2014-03-25
<b>Client Reference No. - N° de référence du client</b> T7041-130035	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$VAN-531-7228	
<b>File No. - N° de dossier</b> VAN-3-36337 (531)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2014-04-14</b>	<b>Time Zone</b> <b>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 checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Mak, Goretti M.	<b>Buyer Id - Id de l'acheteur</b> van531
<b>Telephone No. - N° de téléphone</b> (604) 775-7649 ( )	<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> DEPARTMENT OF TRANSPORT STE 820 800 BURRARD ST VANCOUVER British Columbia V6Z2J8 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</b> <b>(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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van531

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

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CCC No./N° CCC - FMS No/ N° VME

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**Form 1** Bid Submission Form

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**TITLE: MAILING MACHINE LEASE****PART 1 - GENERAL INFORMATION****1. Security Requirement**

There is no security requirement associated with this bid solicitation.

**2. Requirement**

Transport Canada (TC) has a requirement for the lease, delivery, configuration and installation of one (1) Mailing Machine in accordance with the Requirement at Annex A with an option to extend the lease, and option to purchase at End-of-Lease. This requirement is for a 5 years lease term will include the provision of all preventive and remedial service and the provision of all consumables, software and firmware upgrades.

**3. 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 (2014-03-01) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

“Subsections 04 and 05 of Section 01 Integrity Provisions - Bid of the Standard Instructions 2003 incorporated by reference above are deleted in their entirety and replaced with the following:

4. Bidders who are incorporated or who are a sole proprietorship, including those bidding as a joint venture, have already provided a list of names of all individuals who are directors of the Bidder, or the name of the owner, at the time of submitting an arrangement under the Request for Supply Arrangement (RFSA). These bidders must diligently inform Canada in writing of any changes affecting the list of directors during this procurement process as well as during the contract period.
5. 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) for any or all individuals mentioned above within a specified time frame. Failure to

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provide such consent forms and associated information within the time frame provided, or failure to cooperate to the verification process, will result in the bid being declared non-responsive.”

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

Delete: sixty (60) days

Insert: one hundred and eighty (180) 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 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.

## **5. Optional Site Visit**

It is recommended that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for a tour of the work site. The site visit will be held on April 2, 2014, at 10:00 at 2nd Floor, 800 Burrard Street, Vancouver, BC. Bidders are requested to communicate with the Contracting Authority four (4) day(s) before the scheduled visit to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders may be requested to sign an attendance form. Bidders who do not attend or send a representative will not be given an alternative appointment but they will not be precluded from submitting a bid. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

# **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 (3 hard copies)

Section II: Financial Bid (1 hard copy)

Section III: Certifications (1 hard copy)

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft 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. 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 hardware details 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

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

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avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

It is the Bidder's responsibility to provide a comprehensible and sufficiently detailed bid that will permit a complete evaluation in accordance with the criteria set out in the bid solicitation.

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

## **Section II: Financial Bid**

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

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 and assessed to ensure compliance with all of the requirements of this solicitation as described at Annex A - Statement of Work. Bidders must PASS all mandatory technical specification requirements listed in Annex A, in order to be considered further during the evaluation stage.

#### **1.2 Financial Evaluation**

1.2.1 The financial evaluation will be conducted by calculating the Total Bid Price using the Annex B, Basis of Payment.

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

### **2. Basis of Selection**

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

## **PART 5 - CERTIFICATIONS**

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Bidders must provide the required certifications and associated information to be awarded a contract.

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its obligations under the Contract, if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority may render the bid non-responsive or constitute a default under the Contract.

## **1. Certifications Required Precedent to Contract Award**

### **1.1 Integrity Provisions - Associated Information**

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions 2003. The associated information required within the Integrity Provisions 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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" 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 inform the Bidder of a time frame within which to provide the information. Failure to comply with the request of the Contracting Authority and to provide the certifications within the time frame provided will render the bid non-responsive.

### **2.1 Canadian Content Certification (A3063T 2010-01-11)**

This procurement is conditionally limited to Canadian services.

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

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

The Bidder certifies that:

( ) the services offered are Canadian services as defined in paragraph 4 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 SACC Manual clause A3050T (2010-01-11) Canadian Content Definition

## 2.2 Original Equipment Manufacturer (OEM) Certification

As part of the evaluation, Canada requires OEM Certifications for the products 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.

<b>OEM Certification – Bidder is the OEM of Products Bid</b>	
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.

<b>OEM Certification – Bidder is not the OEM of Products Bid</b>	
The OEM identified below authorizes the Bidder named below to provide its products and provide warranty service in relation to those products under the Contract issued as a result of the Solicitation identified below.	
Name of OEM	
Address of OEM	
Name of OEM's Authorized Representative	
Title of OEM's Authorized Representative	
Telephone Number of OEM's Authorized Representative	
Fax Number of OEM's Authorized Representative	
Signature of OEM's Authorized Representative	

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Date Signed	
Solicitation Number	
Name of Bidder	
If this Certification is limited to specific products or specific services, please provide details	

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

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## PART 6 - RESULTING CONTRACT CLAUSES

### 1. Security Requirement

There is no security requirement associated with this bid solicitation.

### 2. Requirement

Transport Canada (TC) has a requirement for the lease, delivery, configuration and installation of one (1) Mailing Machine with an option to extend the lease, and option to purchase at End-of-Lease. This requirement is for a 5 years lease term will include the provision of all preventive and remedial service and the provision of all consumables, software and firmware upgrades, as well as the removal of the Hardware at the end of the lease period.

### 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

2010C (2014-03-01), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

#### 3.2 Supplemental General Conditions

3.2.1 4001 (2010-08-16), Hardware Purchase or Lease

3.2.2 4003 (2010-08-16), Licensed Software

3.2.3 4004 (2010-08-16), Support Services for Licensed Software

### 4. Term of Contract

#### 4.1 Period of the Contract

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

#### 4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the Contract by up to one additional year period 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 30 calendar days before the Contract expiry date. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

#### 4.3 Delivery

All devices including accessories must be installed and configured within \_\_\_\_\_ weeks of contract award.

The hardware is to be delivered to:

Address: Transport Canada  
Room 620 - 800 Burrard Street  
Vancouver, B.C. V6Z 2J8

## 5. Authorities

### 5.1 Contracting Authority

The Contracting Authority for the Contract is:

Goretti Mak, Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch Vancouver  
Room 219 - 800 Burrard Street, Vancouver, BC V6Z 0B9  
Telephone: (604) 775-7649 Facsimile: (604)775-7526  
E-mail address: Goretti.Mak@pwgsc.gc.ca

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

### 5.2 Project Authority

The Project Authority for the Contract is:

*(to be provided 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 Technical Authority

The Technical Authority for the Contract is:

*(to be provided at contract award)*

The Technical Authority named above 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 Technical Authority, however the Technical 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.

### 5.4 Contractor's Representative

Name and telephone number of the person responsible for:

#### 5.4.1 General enquiries

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

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

Tel: \_\_\_\_\_

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Fax: \_\_\_\_\_

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

#### 5.4.2 Delivery follow-up

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

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

Tel: \_\_\_\_\_

Fax: \_\_\_\_\_

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

#### 5.4.3 Warranty Repairs

The contact person for warranty repairs to be performed on site as it may be necessary is as follows:

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

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

Tel: \_\_\_\_\_

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

#### 5.4.4 Emergency Services/Repairs

The Contractor shall be required to provide on-site emergency service/repairs during the contract period. The contact person is as follows:

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

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

Tel: \_\_\_\_\_

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

### 6. Payment

#### 6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm monthly rate for the lease (covering all parts, labour, preventive and remedial maintenance, consumables, software and firmware upgrades), payable each month in arrears, in accordance with Annex "B".

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

#### 6.2 Limitation of Expenditure

6.2.1 Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_ (to be inserted at Contract award). Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

6.2.2 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.

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

### **6.3 Method of Payment - Monthly Payments**

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- 6.3.1 an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- 6.3.2 all such documents have been verified by Canada;
- 6.3.3 the Work performed has been accepted by Canada.

### **6.4 End-of-Lease Option to Purchase**

The Contractor grants to Canada the option to purchase any or all of the leased products at any time during the rental period. In this event, \_\_\_\_\_ percent of the rental paid will be credited at the time of purchase up to a maximum of \_\_\_\_\_ percent of the unit purchase price detailed below for the applicable item.

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

Unit Purchase Price: \$\_\_\_\_\_

### **6.5 SACC Manual Clauses**

- 6.5.1 A9117C (2007-11-30), T1204 - Direct Request by Customer Department
- 6.5.2 C0711C (2008-05-12), Time Verification

## **7. Invoicing Instructions**

7.1 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.

7.2 Invoices must be distributed as follows:

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

## **8. Certifications**

## 8.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

## 9. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_. *(Insert the name of the province or territory as specified by the Bidder in its bid, if applicable)*

## 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.

- 10.1 the Articles of Agreement;
- 10.2 the supplemental general conditions
  - a) 4001 (2010-08-16), Hardware Purchase or Lease;
  - b) 4003 (2010-08-16), Licensed Software;
  - c) 4004 (2010-08-16), Support Services for Licensed Software;
- 10.3 the general conditions 2010C (2014-03-01);
- 10.4 Annex A, Requirement;
- 10.5 Annex B, Basis of Payment;
- 10.6 the Contractor's bid dated \_\_\_\_\_ *(insert date of bid)* *(If the bid was clarified or amended, insert at the time of contract award: ", as clarified on \_\_\_\_\_" or ", as amended on \_\_\_\_\_" and insert date(s) of clarification(s) or amendment(s))*

## 11. SACC Manual Clauses

- 11.1 Electrical Equipment (B1501C, 2006-06-16)
- 11.2 Work Site Access (A1009C, 2008-05-12)
- 11.3 Identification Badge (A9065C, 2006-06-16)
- 11.4 Government Site Regulations (A9068C, 2010-01-11)
- 11.5 Access to Facilities and Equipment (B9028C, 2007-05-25)
- 11.6 Delivery and Unloading (D0018C, 2007-11-30)
- 11.7 Insurance (G1005C, 2008-05-12)

## 12. 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:

### 12.1 Termination Fees

Where the termination takes place prior to the completion of the applicable Commitment Period, then Canada will pay a fixed Termination Fee. The Contractor may choose to, but is not obliged to, waive or reduce this Termination Fee.

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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:

- 12.1.1 where the original Commitment Period was 1, 2, 3, 4 or 5 years and the actual period of installation was less than 12 months, then the Adjusted Amount will be based on the rates associated with a ONE (1) Year Commitment Period multiplied by 12 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;
- 12.1.2 where the original Commitment Period was 2, 3, 4 or 5 years and where the actual period of installation was less than 24 months, then the Adjusted Amount will be based on the rates associated with a ONE (1) 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 24 months using the Firm Monthly Rate for a TWO (2) Year Commitment Period, or exceed the balance of the Firm Monthly Rate that would have been due had the lease not been terminated.

**Lease Termination of Hardware during Extension Periods:** Where an installed Hardware is in a an optional lease extension period, Canada may terminate the lease by providing 30 days 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.

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## **Annex A Requirement**

### **A1. REQUIREMENT**

Transport Canada (TC) has a requirement for the lease, delivery, configuration and installation of one (1) Mailing Machine with an option to extend the lease, and option to purchase at End-of-Lease. This requirement is for a 5 years lease term will include the provision of all preventive and remedial service and the provision of all consumables, software and firmware upgrades, as well as the removal of the Hardware at the end of the lease period.

#### **A1.1 Configuration and Installation**

The Contractor must configure the equipment, including installation of options, if applicable prior to shipment of the equipment to the destination.

The Contractor must also install the equipment at the destination. On-site installation includes equipment setup and testing at the destination. The Contractor must be responsible for the correct functioning of the equipment at the destination. Correction of any discrepancies found during testing shall be the responsibility of the Contractor and must be made prior to final acceptance of the equipment.

The hardware must be configured as described in the table below. (See Annex C)

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

#### **A2.4 Replacement Parts**

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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 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:

A2.5.1 Contract number

A2.5.2 Total down time

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

### **A3 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 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 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, Basis of Payment, the actual arrangements fall outside of the scope of this agreement.

### **A4 SERVICE RESPONSE TIME DURING THE PRINCIPAL PERIOD OF MAINTENANCE**

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.

#### **A4.1 Service Response Time**

The Contractor must provide the following level of support in the event of equipment malfunction:

- A4.1.1 1 hour to respond to a service call back;
- A4.1.2 3 hours from time of service call to have a technician on site if required; and
- A4.1.3 8 hours to resolve problem or provide replacement parts or equipment allowing TC to continue operations at minimum 80% capacity, except on written agreement by TC.

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 contractor's maintenance personnel on site. When the Total Unscheduled Equipment Outage (as per the definition in Article A5.2.1) exceeds two (2) hours, the client may claim a Remedy as described in Article A5.0.

**A4.2** Upon commencing any maintenance services, the Contractor must work continuously in performing the maintenance until the hardware being serviced is operative or until the client notifies the Contractor to suspend work.

**A4.3** If after arrival by the Contractor's maintenance personnel on-site, it is determined that the Contractor cannot repair the defective equipment within one (1) working day and the equipment is inoperable, the Contractor must provide loaner parts or equipment to permit the client to provide an equal or better level of service while the equipment being repaired, at no charge, within twenty-four (24) hours of such determination by the Contractor's maintenance personnel. The client will keep the loaner equipment until the original defective equipment is repaired and returned in working condition.

## **A5 REMEDIES FOLLOWING UNACCEPTABLE LEVELS OF SERVICE**

### **A5.1 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.

### **A5.2 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.

### **A5.2.1 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.

### **A5.3 Actual Remedies**

#### **A5.3.1 Excessive Equipment Failure**

In the event any of the Hardware supplied has 3 or more Remedial Equipment Failures in a 30 day period, then the Contractor must replace such Hardware 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.

#### **A5.3.2 Failure to Repair Equipment**

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

#### **A5.3.3 Excessive Outage**

In the event that the Total Unscheduled Equipment Outage exceeds four (4) hours during the PPM, in any given call, the charges associated with that 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.

#### **A5.3.4 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.

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**A5.3.5 Service Outside of the PPM**

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

**A6 QUALIFIED PERSONNEL**

**A6.1** All service personnel must be trained and certified by the manufacturer to perform work on any equipment for which they provide service.

**A6.2** Contractor's personnel must be escorted by a commissionaire or a TC employee at all times while on site.

**A6.3** The Contractor must ensure that all personnel assigned have knowledge of the terms and conditions of any resulting Contract and must certify compliance with the level of service required.

**A6.4** The Contractor shall have a service office in the Greater Vancouver Regional District (GVRD).

**A6.5** The Contractor must have a maintenance staff of not less than two (2) technicians that have been trained in the maintenance and repair of the equipment being provided. At least two (2) technicians must be located in the GVRD and have one year experience on maintaining the equipment.

**A6.6** The Contractor must have and provide an escalation plan and the names and contact information of personnel of the appropriate levels in the organization in order to provide additional support to those technicians assigned to the TC accounts for difficult to diagnose or intermittent failures.

**A6.7** The Contractor must assign a person at a managerial level to the account to oversee problems.

**A6.8** The Contractor must provide details describing their technical support structure hierarchy.

**A7. TRAINING**

The Contractor must provide a minimum of two (2) days 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.

**A8. DOCUMENTATION/TECHNICAL MANUALS**

The Contractor shall provide a complete and current set of English and French or Bilingual end-user documentation.

The Contractor shall also supply all technical reference manuals normally included by the Contractor or the Original Equipment Manufacturer with the equipment delivered, as well as any other technical manuals. Technical manuals may be bilingual, or unilingual English or French.

**A9. MATERIAL SUPPLIED**

The equipment provided must be "off-the-shelf" in that it shall be composed of standard equipment requiring no further research or development and shall be in current production and conform to the current issue of the applicable specification and/or part number of the Original Equipment Manufacturer. All equipment must be new.

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Any applicable software must be the current release, unless otherwise stated, in general use and require no further research and development to meet the specification. The software shall be supported by and fully compatible with, the hardware up to the limit of hardware expansion capability. All system software must be completely integrated and fully interfaced to the hardware.

**A10. INSPECTION AND ACCEPTANCE**

Inspection and acceptance shall be done at the destination to the satisfaction of the Project Authority or authorized representative.

**A11. LIMITS FOR RADIO NOISE EMISSIONS**

All equipment provided shall be certified by the manufacturer as complying with, or exceeding the Class B limits for radio noise emissions from digital apparatus set out in the Industry Canada ICES-003 definition or US FCC Class B equivalent emission limits for digital apparatus as set in the Radio Interference Regulations.

**A12. ISO 9001 CERTIFICATION**

The Contractor (or its Original Equipment Manufacturer) shall be registered under ISO from a nationally accredit registrar under ISO 9002 or 9001 Program for the manufacturing facility where the specific mailing machine being provided as part of the Contract is manufactured.

**A13. LANGUAGE OF WORK**

The work shall be conducted in English.

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## ANNEX B BASIS OF PAYMENT

**B1.** Prices must be firm in Canadian dollars, Goods and Services Tax or the Harmonized Sales Tax is extra, PST exempt.

**Mailing Machine:** \_\_\_\_\_ (insert devices/ models)

Equipment Offered	FIRM MONTHLY RATES (FMR)					
	12 months	24 months	36 months	48 months	60 months	Option Year 1 (12 months)
List all added optional equipment required for the mailing machine to meet the Specifications as detailed in Annex A.						
<b>Base Unit Model Name:</b> _____ _____	\$	\$	\$	\$	\$	\$
<b>Warranty/Maintenance Service Fee</b>	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$
<b>TOTAL FMR</b>	\$	\$	\$	\$	\$	\$

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

### B.2 Consumable

Description	Part No.	FIRM UNIT PRICE	
		Yield	Unit Price
Ink Jet Cartridge (approx 36,000 impressions per year)		impressions	\$
Label (approx 4000 labels per year)		labels	\$
		\$	\$
		\$	\$

### B2. Installation and Decommissioning Charge (one-time charge)

\$ \_\_\_\_\_ / lot (including travel, labour, materials and all other related costs)

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### **B3. SERVICE OUTSIDE OF THE PPM**

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

\$\_\_\_\_\_ / hour

### **B4. End-of-Lease Option to Purchase**

The Contractor grants to Canada the option to purchase any or all of the leased products at any time during the rental period. In this event, \_\_\_\_\_ percent of the rental paid will be credited at the time of purchase up to a maximum of \_\_\_\_\_ percent of the unit purchase price detailed below for the applicable item.

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

Unit Purchase Price: \$\_\_\_\_\_

The price quoted for End-of-Lease Purchase options do not form part of the Evaluated Cost in the evaluation, although Canada reserves the right to perform a pricing audit on any optional equipment or services and to reject any optional equipment that does not meet the criteria of Good Value to Canada.

## ANNEX C EVALUATION AND BASIS OF SELECTION

### C1. TECHNICAL EVALUATION

Bidders should submit a completed Annex C.

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

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

#### Mandatory and Rated Requirements - Interpretation

The words "must", "shall", "essential" and "will" are to be interpreted as mandatory requirements. This may include documents to be supplied or types of information to be provided. Statements which contain the words "should", "would", "may" and "desirable" are to be interpreted as preferred but not mandatory at bid close.

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.

Mailing Machine		Compliant Yes/No	Supporting Documentation or Statement of Compliance (please indicate where this information can be found in your Bid)
Model Name and Numbers: _____ — _____			
C1.1	Mail process speed - 120 letters per minute (lpm)		
C1.2	Must be able to process up to 500 mails per day		
C1.3	Must be able to process various sizes of envelopes from 3.5" x to 10" x 13"		
C1.4	In-motion scale function to weigh individual letter automatically		
C1.5	Should be able to seal the envelope without special solution		
C1.6	Must have ink cartridge usage display		
C1.7	Must be able to upgrade software in accordance to Canada Post rate change		
C1.8	Must have integration with internet access and online account		
C1.9	Must be able to separate accounts and process daily/weekly/monthly reports		

C1.10	Colour Touch screen function, dual language Minimum Screen size 12 inch		
C1.11	Must have a separate monitor that can be adjusted for different height		
C1.12	Reliable on-site maintenance service within 3 hours time frame		
C1.13	Should be able to replace broken parts or bring alternate working device within same day		
C1.14	Must provide training session for employees who need to operate the mail room		
C1.15	Must be able to pre-load fund minimum \$30,000.00 per transaction. Requires password protected log in system		
C1.16	Energy Star qualified (power usage - voltage, frequency)		
C1.17	User Manuals for the Hardware must be provided in either both English and French or Bilingual		
C1.18	The Hardware must be fully operational in a normal office environment at normal room temperature.		
C1.19	Should able to process and track parcels		
C1.20	Should able to track courier packages		

## C2. FINANCIAL EVALUATION

Bidders must submit a completed Annex B.

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 (36) if the rate for the shorter lease period is more financially advantageous than the 60 month lease period.

## 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.

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## **ANNEX D COMPATIBILITY TESTING**

At the request of Canada, the Bidder with the best value technically compliant bid must make available Hardware, in the configurations specified in the RFP, for a compatibility test by Transport Canada (TC) prior to the award of Contract to determine whether the proposed system will meet TC requirements.

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

### Compatibility Test Results

Notwithstanding compliance to the specifications of the RFP, the equipment offered may still be rendered non-compliant at the Compatibility testing stage if it cannot be demonstrated through testing by TC that the equipment is able to meet the specifications given herein. TC will demonstrate any fault that eliminates the equipment from consideration.

If the testing indicates that some upgrades/changes (for example, to the drivers or firmware) are required, Canada will work with the Bidder to resolve these issues, provided that the issues are reasonable, and that they can be resolved in a reasonable amount of time.

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## ANNEX E

### FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with such request by Canada will also render the bid non-responsive or will constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit HRSDC-Labour's website.

Date: \_\_\_\_\_(YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a federally regulated employer being subject to the *Employment Equity Act*.
- A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).
- A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
  - A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with HRSDC-Labour.

**OR**

- A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to HRSDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to HRSDC-Labour.

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

**OR**

- B2. The Bidder is a Joint Venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)

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**BID SUBMISSION FORM 1**

<b>Bidder's full legal name</b>		
<b>Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)</b>	Name	
	Title	
	Address	
	Telephone #	
	Fax #	
	Email	
<b>Bidder's Procurement Business Number (PBN)</b> [see the Standard Instructions 2003]		
<b>Jurisdiction of Contract:</b> Province in Canada the bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)		
<b>Signature of Authorized Representative of Bidder</b>		
<b>Federal Contractors Program for Employment Equity (FCP EE) Certification:</b>  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 " <u>FCP Limited Eligibility to Bid</u> " list ( <a href="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</a> ) 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 " <u>FCP Limited Eligibility to Bid</u> " list at the time of contract award.		
On behalf of the Bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that: 1. The Bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation; 2. This bid is valid for the period requested in the bid solicitation; 3. All the information provided in the bid is complete, true and accurate; and 4. If the Bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation.		
<b>Signature of Authorized Representative of Bidder</b>		

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T7041-130035

File No. - N° du dossier

VAN-3-36337

CCC No./N° CCC - FMS No/ N° VME

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**NOTE TO BIDDERS:** Please use ONE of the two mailing labels below and affix it securely to the outside of the envelope or package containing your bid submitted by mail or courier. For bids submitted by facsimile (Bid receiving fax (604) 775-7526), use this sheet as the cover sheet. Always ensure your company name, return address, open bidding solicitation number and closing date appear legibly on the outside of your bid submission.

**AVIS AUX FOURNISSEURS:** Pour le retour par la poste ou par messenger, veuillez utiliser UNE des étiquettes d'envoi ci-dessous et apposez-la à l'extérieur de votre enveloppe ou du colis contenant votre offre. Pour les offres soumises par télécopieur (n° du télécopieur pour la réception des offres: (604) 775-7526), utilisez cette page comme bordereau de télécopie. Assurez-vous que le nom de votre compagnie, l'adresse de retour, le numéro de l'invitation ouverte à soumissionner et la date de clôture soient lisibles à l'extérieur de votre offre.

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**Bid Receiving**  
**Public Works & Government Services Canada**  
**2nd FLOOR - 800 BARRARD STREET**  
**VANCOUVER BC V6Z 0B9**

**Solicitation No. : T7041-130035/A**

**Solicitation Closes at : 2:00 PM PT**  
**on : April 14, 2014**

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**Réception des soumissions**  
**Travaux publics et services gouvernementaux Canada**  
**800 rue Burrard, 2e étage**  
**Vancouver (C.-B) V6Z 0B9**

**N° de l'invitation : T7041-130035/A**

**La réception des soumissions prend fin le : 14 Avril, 2014**  
**à : 14:00 PT**

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