

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, Room 219
800, rue Burrard, pièce 219
Vancouver, BC V6Z 0B9
Bid Fax: (604) 775-7526

Request For a Standing Offer
Demande d'offre à commandes

National Individual Standing Offer (NISO)
Offre à commandes individuelle nationale (OCIN)

Canada, as represented by the Minister of Public Works and
Government Services Canada, hereby requests a Standing Offer
on behalf of the Identified Users herein.

Le Canada, représenté par le ministre des Travaux Publics et
Services Gouvernementaux Canada, autorise par la présente,
une offre à commandes au nom des utilisateurs identifiés
énumérés ci-après.

Comments - Commentaires

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
219 - 800 Burrard Street
800, rue Burrard, pièce 219
Vancouver, BC V6Z 0B9

Title - Sujet NISO - Portable Label Printer	
Solicitation No. - N° de l'invitation W8474-156916/A	Date 2014-09-04
Client Reference No. - N° de référence du client W8474-156916	GETS Ref. No. - N° de réf. de SEAG PW-\$VAN-582-7317
File No. - N° de dossier VAN-4-37102 (582)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2014-10-16	
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Lee, Hilda	Buyer Id - Id de l'acheteur van582
Telephone No. - N° de téléphone (604)666-1106 ()	FAX No. - N° de FAX (604)775-7526
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE DMSPR ATTN: WO MICHAEL MANSEAU 101 COLONEL BY DRIVE OTTAWA Ontario K1A0K2 Canada	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

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

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PART 1 - GENERAL INFORMATION

1. Introduction

The Request for Standing Offers (RFSO) is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3 Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by Offerors; and
- Part 7 7A, Standing Offer, and 7B, Resulting Contract Clauses:
 - 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
 - 7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Technical Requirements and Specifications, the Basis of Payment, Compliance and Compatibility Testing, Calculation of Total Evaluated Price and Standing Offer Activity Report.

The Forms include Offer Submission Form, OEM Certification Form and Joint Venture Form.

2. Summary

2.1 Requirement

Department of National Defence (herein after referred to as DND) has a requirement to establish a National Individual Standing Offer (NISO) for supply, delivery, provision accessories & consumables and required software, user manuals, one-year warranty services, maintenance and support services of portable label printers. Resulting NISO will be valid for 3 years from the date of issuance with an option to extend two (2) additional one (1) year period.

Offerors are encouraged to submit any questions they have regarding the bidding or evaluation process or the resulting Standing Offer or Contract clauses to the Standing Offer Authority identified in the solicitation in the Article entitled "Enquiries - RFSO".

After any resulting Standing Offers have been issued, all offerors will be notified in writing regarding the outcome of this solicitation.

2.2 Trade Agreements

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-Chile Free Trade Agreement (CCFTA), the Canada-Peru Free Trade Agreement (CPFTA), the Canada-Columbia Free Trade Agreement, the Canada-Panama Free Trade Agreement and the Agreement on Internal Trade (AIT).

3. Security Requirement

The security classification of this Standing Offer is "UNCLASSIFIED". However, the Offeror must treat as confidential, during as well as after the provision of goods or services contracted for, any information of a character confidential to the affairs of Canada, to which the Offeror's servants or agents become privy. All personnel assigned to provide services must have a current security clearance to the level specified in any Call-up against this Standing Offer, granted by the PWGSC Canadian Industrial Security Directorate.

Should it become necessary, during the course of the service, for the authorized Department to invoke further security measures, the Offeror, in accepting a Call-up, must comply with the security classification established at that time.

4. Debriefings

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

PART 2 - OFFEROR INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) 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.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The 2006 (2014-06-26) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of 2006, Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days

Insert: one hundred and twenty (120) days

2. Submission of Offers

Offers 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 Request for Standing Offers.

Due to the nature of the Request for Standing Offers, transmission of offers by facsimile and electronic mail to PWGSC will not be accepted.

3. Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than fifteen (15) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors 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 question(s) or may request that offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

4. Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in British Columbia.

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, 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 offerors.

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

Canada requests that Offerors provide their offer in separately bound sections as follows:

Section I: Technical Offer (2 hard copies)
Section II: Financial Offer (2 hard copies)
Section III: Certifications (2 hard copies)

Prices must appear in the financial offer only. No prices must be indicated in any other section of the offer.

Canada requests that offerors follow the format instructions described below in the preparation of their offer.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to that of the Request for Standing Offers;

- (c) include a title page at the front of each volume of the offer that includes the title, date, solicitation number, offeror's name and address and contact information of its representative; and
- (d) include a table of contents.

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, offerors 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 Offer

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

- 1) Information required to support the documentation for this RFSO must not be provided through references to web sites.
- 2) The Technical Offer must contain the following information:

2.1 A signed Front Page of the Solicitation

2.2 Mandatory Technical Criteria

A Statement of Compliance and full response demonstrating compliance with each mandatory criteria of Annex A for the product offered. Offerors should demonstrate their capability in thorough, concise and clear manner for carrying out the work.

2.2.1 Technical documentation, such as specification sheets and technical brochures which substantiate the compliance of the products offered with the mandatory criteria must be submitted with the Offer. It is the Offeror's responsibility to ensure that the submitted technical documentation provides adequate detail to prove that the offered product meets the mandatory requirements of the technical specifications. The format or structure of this material can be freeform and the Offeror may choose any approach that makes it easy for the evaluation team to find the relevant section of the document as necessary to verify compliance using the referenced material. Copies of this documentation are required with each copy of the Technical Offer.

2.3 Offer Submission Form

Offerors are requested to include the Offer Submission Form with their offers. It provides a common form in which offerors can provide information required for evaluation and contract award, such as a contact name, the Offeror's Procurement Business Number, the Offeror's status under the Federal Contractors Program for Employment Equity, etc. Using the form to provide this information is not mandatory, but it is recommended. If Canada determines that the information required by the Offer Submission Form is incomplete or requires correction, Canada will provide the Offeror with an opportunity to do so.

Section II: Financial Offer

All prices must be in Canadian currency and must include DDP Destination, Canadian customs duties and excise taxes as applicable. Goods and Services Tax/Harmonized Sales Tax excluded.

All components not inherent in the device itself must be listed separately and costed individually in the Financial Offer.

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

Payment by Credit Card

Canada requests that offerors complete one of the following:

- (a) Government of Canada Acquisition Cards (credit cards) will be accepted for payment of call-ups against the standing offer.

The following credit card(s) are accepted:

VISA _____

Master Card _____

- (b) Government of Canada Acquisition Cards (credit cards) will not be accepted for payment of call-ups against the standing offer.

The Offeror is not obligated to accept payment by credit card.

Acceptance of credit cards for payment of call-ups will not be considered as an evaluation criterion.

Section III: Certifications

Offeror must submit the certifications required under Part 5.

2. Confidential or Proprietary Information

Any Information that the Offeror consistently treats as proprietary and/or confidential should be clearly marked "Proprietary" or "Confidential". The Offeror acknowledges and agrees that all information submitted may be made publicly available through the Buy and Sell website.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**1. Evaluation Procedures**

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.
- (c) Requests for Clarifications: If Canada seeks clarification or verification from the offeror regarding its bid, the offeror will have 2 working days or a 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 bid being declared responsive.

- (d) Extension of Time: If additional time is required by the offeror, the Contracting Authority may grant an extension in his or her sole discretion.

1.1. Technical Evaluation

1.1.1 Mandatory Technical Criteria

Offers must meet all of the mandatory requirements as described within this RFSO. All products offered must meet the mandatory technical requirements described in Annex A, "Technical Requirements and Specifications". If an offered product fails to meet the technical minimums as described in Annex A, or if the Offer fails to meet the mandatory criteria described in this RFSO it will be considered non-responsive, and it will not be evaluated further.

1.2 Financial Evaluation

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, DDP destination, Transportation cost included, Canadian customs duties and excise taxes included.

The financial evaluation will be conducted by calculating the total bid price using the pricing tables in Annex B – Basis of Payment completed by the offerors.

2. Basis of Selection

- 2.1 An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer.

PART 5 - CERTIFICATIONS

Offerors must provide the required certifications and associated information to be issued a standing offer.

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default in carrying out any of its obligations under any resulting contracts, if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority may render the Offer non-responsive, may result in the setting aside of the Standing Offer or constitute a default under the Contract.

1. Certifications Required Precedent to Issuance of a Standing Offer

1.1 Integrity Provisions - Associated Information

with By submitting an offer, the Offeror certifies that the Offeror and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Offer of Standard Instructions 2006. 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 - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror 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-Labour's website.

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

2. Additional Certifications Required Precedent to Issuance of a Standing Offer

The certifications listed below should be completed and submitted with the offer, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror of a time frame within which to provide the information. Failure to comply with the request of the Standing Offer Authority and to provide the certifications within the time frame provided will render the offer non-responsive.

2.1 Offerors Certifies that All Equipment and Software is "Off-the-Shelf"

Any equipment and software bid to meet this requirement must be "off-the-shelf" (unless otherwise stated in this bid solicitation), meaning that each item of equipment and software is commercially available and requires no further research or development and is part of an existing product line with a field-proven operational history (that is, it has not simply been tested in a laboratory or experimental environment). If any of the equipment or software bid is a fully compatible extension of a field-proven product line, it must have been publicly announced on or before the bid closing date. By submitting a bid, the Offeror is certifying that all the equipment and software bid is off-the-shell.

2.2 OEM Certification

(a) Any offeror that is not the Original Equipment Manufacturer (OEM) for every item of hardware proposed as part of its bid is required to submit the OEM's certification regarding the offeror's authority to provide and maintain the OEM's hardware, which must be signed by the OEM (not the offeror). No Contract will be awarded to a offeror who is not the OEM of the hardware it proposes to supply to Canada, unless the OEM certification has been provided to Canada. Offerors are requested to use the OEM Certification Form included with the bid solicitation. Although all the contents of the OEM Certification Form are required, using the form itself to provide this information is not mandatory. For offerors/OEMs who use an alternate form, it is in Canada's sole discretion to determine whether all the required information has been provided. Alterations to the statements in the form may result in the bid being declared non-responsive.

(b) If the hardware proposed by the offeror originates with multiple OEMs, a separate OEM certification is required from each OEM.

(c) For the purposes of this bid solicitation, OEM means the manufacturer of the hardware, as evidenced by the name appearing on the hardware and on all accompanying documentation.

PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

1. Security Requirement

The Resulting Contract Clauses contain an Article entitled "Security Requirement". The Standing Offer Authority or Identified User making a Call-up may, in its discretion, substitute an alternative Security Requirement. In such instances, the Call-up will only be issued to an offeror who, at the time of the Call-up, satisfies the Security Requirement specified by the Identified User.

There are no Security Requirements required with the Offer or in order to be awarded a resulting Standing Offer.

2. Financial Capability

SACC Manual clause M9033T (2011-05-16) Financial Capability

3. Insurance Requirements

The Resulting Contract Clauses contain an Article entitled "Insurance". The Standing Offer Authority or Identified User making a Call-up may, in its discretion, substitute an alternative Insurance Requirement. In such instances, the Call-up will only be issued to an offeror who, at the time of the Call-up, satisfies the Insurance Requirement specified by the Identified User.

Proof of Insurance is not required with the Offer or in order to be awarded a resulting Standing Offer.

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

1. Standing Offer

The Offeror offers to fulfill the requirement in accordance with the mandatory requirement at Annex A.

2. Security Requirement

The security classification of this Standing Offer is "UNCLASSIFIED". However, the Offeror must treat as confidential, during as well as after the provision of goods or services contracted for, any information of a character confidential to the affairs of Canada, to which the Offeror's servants become privy.

The Resulting Contract Clauses contain an Article entitled "Security Requirement". The Standing Offer Authority or Identified User making a Call-up may, in its discretion, substitute an alternative Security Requirement. In such instances, the Call-up will only be issued to an offeror who, at the time of the Call-up, satisfies the Security Requirement specified by the Identified User.

All personnel assigned to provide services must have a current security clearance to the level specified any the Call-up against this Standing Offer, granted by the Corporate and International Industrial Security Directorate.

Should it become necessary, during the course of the service, for the authorized Department to invoke further security measures, the Offeror must comply with the security classification established at that time.

3. Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) 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

2005 (2014-06-26) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

3.1.1 Supplemental General Conditions

4001 (2013-01-28) Hardware Purchase, Lease and Maintenance;

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

4004 (2013-04-25) Maintenance and Support Services for Licensed Software, apply to and form part of the Contract.

4. Standing Offers Reporting

The Offeror must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Standing Offer. This data must include all purchases paid for by a Government of Canada Acquisition Card. The data must be submitted on a quarterly basis to the Public Works and Government Services Canada Standing Offer Authority.

Quarterly periods are defined as follows:

1st quarter: April 1 to June 30;

2nd quarter: July 1 to September 30;

3rd quarter: October 1 to December 31;

4th quarter: January 1 to March 31.

Electronic reports must be completed and forwarded to the Standing Offer Authority no later than 30 calendar days after the end of the quarterly period. If no goods or services are provided during a given period, the Offeror must still provide a "NIL" report.

5. Term of Standing Offer

5.1 Period of the Standing Offer

Solicitation No. - N° de l'invitation

W8474-156916/A

Amd. No. - N° de la modif.

File No. - N° du dossier

VAN-4-37102

Buyer ID - Id de l'acheteur

van582

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

W8474-156916

CCC No./N° CCC - FMS No/ N° VME

The period for making call-ups against the Standing Offer is from _____ to _____ (Three years period to be inserted at award of standing offer).

5.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror accepts to extend its offer for two additional one (1) year period, under the same conditions and at the rates or prices specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

6. Authorities

6.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Hilda Lee

Title: Supply Specialist

Public Works and Government Services Canada

Directorate: Imaging Product Management Group (IPMG)

Address: Suite 219 - 800 Burrard Street, Vancouver BC V6Z 0B9

Telephone: 604-666-1106

Facsimile: 604-775-7526

E-mail address: hilda.lee@pwgsc-tpsgc.gc.ca

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

6.2 Project Authority

The Project Authority for the Standing Offer is:

(To be inserted when Standing Offer issue)

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up under the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

6.3 Offeror's Representative

General enquiries

Name: _____
 Title: _____
 Company: _____
 Address: _____

 Telephone No. _____
 Facsimile No. _____
 E-mail address: _____

Delivery follow-up

Name: _____
 Address: _____

 Telephone No. _____
 Facsimile No. _____
 E-mail address: _____

7. Identified Users

The Identified Users authorized to make call-ups against the Standing Offer are the Department of National Defence.

7.1 No Contracting Outside Authorities

The Offeror agrees not to accept Call-ups to perform work in excess of or outside the scope of this Standing Offer without specific written authorization from the Standing Offer Authority. The Offeror acknowledges that the Identified Users are without authority to vary or amend the terms or the scope of this Standing Offer.

8. Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using form PWGSC-TPSGC 942, Call-up Against a Standing Offer.

9. Limitation of Call-ups

- 9.1 Individual call-ups issued by Identified Users for printers and associated optional equipment and supplies must not exceed \$100,000.00 (GST/HST included).
- 9.2 Requirement exceeding \$100,000.00 total call-up, GST/HST included, must be submitted to the PWGSC Standing Offer Authority in a funded requisition for processing by PWGSC.
- 9.3 If any required optional warranty support services are not requested at the time of printer purchase (i.e. within the same call-up), these services can be called up anytime before the expiration of the initial warranty period.

10. Financial Limitation

The total cost to Canada resulting from call-ups against the Standing Offer must not exceed the sum of \$_____ (To be inserted when Standing Offer issue), Goods and Services Tax or Harmonized Sales Tax extra unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call-ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or three (3) months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

11. 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 call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2014-06-26), General Conditions - Standing Offers - Goods or Services;
- d) the supplemental general conditions 4001 (2013-01-28) – Hardware Purchase, Lease and Maintenance;
- e) the supplemental general conditions 4003 (2010-08-16) – Licensed Software;
- f) the supplemental general conditions 4004 (2013-04-25), Maintenance and Support Services for Licensed Software;
- g) 2030 (2014-06-26) General Conditions – Higher Complexity – Goods, apply to and form part of the Contract;
- h) 2035 (2014-06-26) General Conditions – Higher Complexity – Services, apply to and form part of the Contract;
- i) Annex A, Technical Requirements and Specifications;
- j) Annex B, Basis of Payment;
- k) Annex E, Standing Offer Activity Report;
- l) the Offeror's offer dated _____, “as clarified on _____” **or** “as amended on _____” (if applicable).

12. Certifications

12.1 Compliance

The continuous compliance with the certifications provided by the Offeror with its offer and the ongoing cooperation in providing associated information are conditions of issuance of the Standing Offer (SO). Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO. If the Offeror does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

13. Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____.

14. Equipment Substitutions

14.1 In the event that the Offeror wishes to offer a substitution for an existing NISO printer, the Offeror must submit a Request for Substitution in writing to the PWGSC Standing Offer Authority. The Offeror agrees and understands that the offered substitution must meet or exceed the specification(s) and performance of the existing NISO printer being substituted.

14.2 Whether or not to accept or reject a proposed substitution is entirely within the discretion of Canada. If Canada does not accept a proposed substitution, the original product will continue to be authorized under this Standing Offer, unless the Offeror withdraws that product from the Standing Offer or that product becomes End of Life.

14.3 Substitutions of products will be on a "one-for-one" basis.

15. Reporting Requirements

The Offeror must provide a location verification report which outlines all units by serial number, location delivered and unit type (printer). This report should be generated and forwarded to Canadian Forces Support Unit Ottawa as new purchases occur.

16. Access to Canada's Property and Facilities

Canada's property, facilities, equipment, documentation, and personnel are not automatically available to the Offeror. If the Offeror would like access to any of these, it is responsible for making a request to the Project Authority. Unless expressly stated in the Contract, Canada has no obligation to provide any of these to the Offeror. If Canada chooses, in its discretion, to make its property, facilities, equipment, documentation or personnel available to the Offeror to perform the Work, Canada may require an adjustment to the Basis of Payment and additional security requirements may apply.

B. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

1. Requirement

Department of National Defence (herein after referred to as DND) has a requirement to establish a National Individual Standing Offer (NISO) for supply, delivery, provision accessories & consumables and required software, user manuals, one-year warranty services, maintenance and support services of portable label printers. Resulting NISO will be valid for 3 years from the date of issuance with an option to extend two (2) additional one (1) year period.

The Offeror agrees to supply and deliver to DND the goods and services described in the Call-up against the Standing Offer in accordance with, and at the prices set out in, this Contract.

2. Standard Clauses and Conditions

2.1 General Conditions

the 2030 (2014-06-26) General Conditions - Higher Complexity - Goods, apply to and form part of the Contract.

Section 19 Interest on Overdue Accounts; of 2030 (2014-06-26) General Conditions - Higher Complexity - Goods will not apply to payments made by credit cards.

2035 (2014-06-26) General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

Section 17 Interest on Overdue Accounts, of 2035 (2014-06-26) General Conditions - Higher Complexity - Services, will not apply to payments made by credit cards.

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 apply to and form part of the Contract;

Section 02 License Grant, part 4 of 4003 (2010-08-16) Licensed Software refers to "Device License" instead of "User License".

4004 (2013-04-25), Maintenance and Support Service for Licensed Software apply to and form part of the Contract.

3. Term of Contract

3.1 Contract Period

The "**Contract Period**" is the entire period of time during which the Offeror is obliged to perform the Work, which:

- a) begins on the date the Call-up is awarded; and
- b) ends on the day that the Warranty Period for the most recently purchased product expires, or on the day that the final warranty services initiated during the product Warranty Period is completed, whichever is later.

3.2 Delivery

(a) **Delivery Date:** Unless otherwise specified in the Call-up or the Identified User has agreed in writing to other arrangements, delivery of all products must be made within the following period (the "Delivery Date"):

- (i) 15 calendar days for orders of fewer than 20 portable label printers; or
- (ii) 20 calendar days for orders of 20 or portable label printers.

(b) **Delivery of Products:** The Offeror agrees to supply, deliver, provide one year warranty services, maintenance and support services, training (if required by the call-up), accessories, imaging consumables (if required by the Call-up), required software, user manuals, ordered under this Contract (as specified by the Call-up), to the Identified User, according to the prices, terms and conditions in this Contract. Products and services must be delivered on an "as and when requested" basis to **Canada Forces Support Unit Ottawa, CMTT Building 346, 360 Paul Benoit Driveway, Ottawa, ON K1V 2E6.**

- (c) **Products to be New, Off-the-Shelf, and Current:** In addition to and notwithstanding 4001 (2013-01-28) Supplemental General Conditions "Hardware Purchase, Lease and Maintenance" Section 02 "Hardware Must Be New", the products must be new and unused (however, some parts used in the manufacture of the product may be refurbished, if they are certified as equal quality to new and unused parts); "off-the-shelf" (composed of standard equipment requiring no further research or development); of current manufacture (still in production and actively marketed by the OEM); and conform to the current issue of the applicable specification and/or part number of the OEM.
- (d) **Contact after receipt of Call-up:** Upon receipt of the Call-up, the Offeror must acknowledge receipt and advise the Identified User of its best delivery date (which date must be no later than the "Delivery Date"). If the required number of products exceeds or threatens to exceed the Offeror's ability to supply by the "Delivery Date", the Offeror must immediately advise the Contracting Authority and the Identified User. The Contracting Authority will have the option of terminating the Call-up for default, extending the delivery date, or of accepting late delivery. Deliveries received after the "Delivery Date" will be subject to the discounts described in the clause entitled "Discounts for Late Deliveries and Reimbursement of Reprocurement Costs".
- (e) **Contact before Delivery:** Unless otherwise specified in the Call-up or the Identified User has agreed in writing to other arrangements, the Offeror must contact the Identified User (or any individual designated as "Delivery Contact" in the Call-up) a minimum of twenty-four (24) hours prior to the delivery of any Hardware, products, services or imaging consumables. Failure to make contact may result in the shipment being refused at destination; any re-shipping costs will be the Offeror's responsibility.
- (f) **Delivery Report:** If specified in the Call-up, the Offeror must provide the Identified User with a Delivery Report detailing the delivery location and asset number of all products delivered within two weeks of delivery.
- (g) **Licensed Software:** The products must be delivered with any software specified in the Call-up or required for the products to function in accordance with the Technical Requirements and Specifications in Annex A. The licensed software must be the current release and, unless otherwise specified, require no further research or development to meet the Technical Requirements and Specifications (and any other functionality described in the Standing Offer or Call-up).
- (h) **End of Life Provision For Proposed Model:** In cases where a proposed portable label printer has reached end of life at the time of call up issuance, the Offeror will be permitted to propose a portable label printer model other than that stipulated in the original bid solicitation.

To be accepted as a substitute, the proposed portable label printer must meet the specifications and mandatory technical criteria in Annex "A", be offered at the same unit price quoted in Annex B, and be approved by the Standing Offer Authority and Project Authority, in writing.

3.3 Inspection and Acceptance

Product and its supply, delivery, including accessories, consumables, required software, user manual; one year warranty services; maintenance and support services and associated documentation (as specified in the Call-up) is subject to inspection and acceptance by the Identified User in accordance with Supplemental General Conditions 4001.

If the delivered Product does not correspond to the listed Product or Additional Items offered under the Standing Offer or otherwise specified in the Call-up, or if the Product does not meet the Technical Specifications described in the Annex A entitled "Technical Requirements and Specifications" and the Call-up, the Offeror will be in default of this Contract and Canada may reject the Hardware or require correction at the sole expense of the Offeror before accepting them.

No payment for any Product, Imaging Consumable or service, is due under the Contract unless the work is accepted. No restocking fees or other charges will apply to products that are not accepted.

For Department of National Defence, the Offeror must, upon request at no additional cost to Canada, submit form CF-1280, Certificate of Acceptance and Release, as detailed in the Call-up, following completion of acceptance

3.4 Discounts for Late Deliveries and Reimbursement of Reprocurement Costs

If the Offeror fails to deliver any products by the Delivery Date and Canada does not terminate the Call-up for default and instead provides the Offeror with additional time to make delivery, the Offeror agrees to reduce the price of the products by 5% of the total value of the Call-up.

If the Offeror is late in delivering only part of the products ordered on a Call-up, and Canada does not terminate the Call-up for default and instead provides the Offeror with additional time to make balance of the delivery, the Offeror agrees to reduce the price of the products delivered late by 15%, up to a maximum of 5% of the total value of the Call-up.

These discounts constitute liquidated damages and the Parties agree that these amounts are their best pre-estimate of the loss to Canada in the event of the defaults described, and that they are not a penalty.

If this Contract is terminated by Canada for default, the Offeror must reimburse Canada for any difference in cost between the price of the products and the cost of procuring the products from another supplier.

To collect the liquidated damages, Canada has the right to hold back, drawback, deduct or set off from and against any money Canada owes to the Offeror from time to time.

Nothing in this article limits the rights and remedies to which Canada is otherwise entitled under this Contract, the Standing Offer, or the law.

4. Limitation of Liability – Information Management/Information Technology

(a) This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Offeror also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whether the claim is based in contract, tort, or another cause of action. The Offeror is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract pre-establishing any liquidated damages. The Offeror is only liable for indirect, special or consequential damages to the extent described in this Article, even if it has been made aware of the potential for those damages.

(b) First Party Liability:

-
- (i) The Offeror is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Offeror's performance or failure to perform the Contract that relate to:
- (A) any infringement of intellectual property rights to the extent the Offeror breaches the section of the General Conditions entitled "Intellectual Property Infringement and Royalties";
- (c) physical injury, including death.
- (i) The Offeror is liable for all direct damages affecting real or tangible personal property owned, possessed, or occupied by Canada.
- (ii) Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.
- (iii) The Offeror is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (i)(A) above.
- (iv) The Offeror is also liable for any other direct damages to Canada caused by the Offeror in any way relating to the Contract including:
- (A) any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and
- (B) any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated by Canada either in whole or in part for default, up to an aggregate maximum for this subparagraph (B) of the greater of 0.5 times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost" or shown on each call-up, purchase order or other document used to order goods or services under this instrument), or \$1,000,000.00.
- In any case, the total liability of the Offeror under subparagraph (v) will not exceed the total estimated cost (as defined above) for the Contract or \$1,000,000.00 whichever is more.
- (i) If Canada's records or data are harmed as a result of the Offeror's negligence or willful act, the Offeror's only liability is, at the Offeror's own expense, to restore Canada's records and data using the most recent back-up kept by Canada. Canada is responsible for maintaining an adequate back-up of its records and data.
- (d) Third Party Claims:**
- (i) Regardless of whether a third party makes its claim against Canada or the Offeror, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to

have been on a the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.

(ii) If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Offeror, the Offeror must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Offeror's portion of the damages to the third party. However, despite Sub-article (i), with respect to special, indirect, and consequential damages of third parties covered by this Section, the Offeror is only liable for reimbursing Canada for the Offeror's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.

(iii) The Parties are only liable to one another for damages to third parties to the extent described in this Sub-article (c).

5.1 Basis of Payment

(a) **Payment for Products:** For the supply, delivery of the products identified in each Call-up, the accessories and imaging consumables, required software, user manuals, one-year Warranty Services OR

Payment for Upgrade to Warranty Service: For the provision of an upgrade of the one-year Warranty Services to a total of three years,

(b) **GST/HST:** The Goods and Services Tax (GST) and the Harmonized Sales Tax (HST) are extra. GST/HST, to the extent applicable, must be incorporated into all invoices and progress claims and will be paid by Canada. GST/HST must be shown as a separate item on invoices and progress claims. All items that are zero-rated, exempt, or to which the GST/HST does not apply must be identified as such on all invoices. The Offeror agrees to remit to Canada Revenue Agency any GST/HST paid or due.

(c) **Provincial Sales Tax:** The prices do not include provincial sales tax. If a provincial sales tax license number or signed Certificate of Exemption is not provided in a Call-up, the provincial sales tax, if applicable, may be added to the invoice by the Offeror as a separate item and will be paid by Canada (unless Canada provides the provincial sales tax license number or a signed Certificate of Exemption with its payment). The Offeror will be paid firm unit price in accordance with Annex B – Basis of Payment in Canadian funds, DDP (Delivered Duty Paid) destination, transportation charges included, duty and excise taxes included, GST/HST extra (if applicable) for the period of the Standing Offer.

(d) **Provincial Electronics Disposal Surcharge:** If the product is delivered to a province that has in place a provincially legislated electronics disposal surcharge, all Standing Offer prices are exclusive of this surcharge (if applicable) unless otherwise indicated. The surcharge is extra to the price and will be paid by Canada to the Offeror who will bear full responsibility for remitting any such surcharges to the appropriate authority.

(e) **Credit Card Payment:** The Offeror will not add any surcharge for payment by credit card.

5.2 Limitation of Price

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

5.3 Method of Payment

For the purchase of products and any additional or reconfiguration items, options, installation and upgrades to Warranty Services, Canada will pay the Offeror, upon completion and delivery, in accordance with the payment provisions of the Contract subject to

- (a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions;
- (b) all such documents have been verified by Canada;
- (c) the Work performed has been accepted by Canada.

5.4 Single Payment

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

5.5 Payment by Credit Card

The following credit cards are accepted: _____ and _____.

6. Invoicing Instructions

The Offeror must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions.

By submitting invoices, the Offeror is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any changes for work performed by subcontractors.

The Offeror must provide the original copy of each invoice to the Identified User or Invoicing Contact listed in the Call-up. A copy of the invoice must be provided to the Standing Offer Authority when specified in the Call-up document.

All invoices must contain at a minimum:

- (a) Product model and serial number
- (b) Part number(s) of any Additional Equipment
- (c) Detailed description of any additional professional services (if applicable)
- (d) Destination address
- (e) Installation date and commitment period or warranty services provided (if applicable)
- (f) Standing Offer prices
- (g) Total billing for the invoice period

The company submitting the invoices pursuant to any given Call-up must be the same as the company to whom the Call-up is placed. Invoices must not be sent to a client from a third party not named in the Call-up.

7. Warranty Services

In addition to and notwithstanding General Conditions 2030 and the Supplemental General Conditions 4001, the Offeror agrees to provide the following Warranty Services:

7.1 Warranty Period

The Warranty Period that the Offeror must provide will all products is one (1) year, unless the Identified User purchases an upgrade to the standard warranty (either at the time of purchase of the product(s) or at any time before expiry of the initial one-year warranty).

7.2 Beginning of Warranty Period

The Warranty Period begins on the Acceptance Date for each product (and, therefore, the Warranty Period may begin on different dates for different products under this Contract, if they were delivered and/or accepted on different dates).

7.3 Change in Identified User

The Offeror's obligation to provide the Warranty Services will not be affected by any change in the Identified User of the product(s).

7.4 Parts

The Offeror guarantees that all parts and technical materials required to provide the Warranty Services will be available for five (5) years from the date of the Call-up. All parts supplied by the Offeror in performing any maintenance services must be new, unused or certified equal quality.

7.5 Warranty Service Calls

Identified Users may contact the Offeror's single toll-free Maintenance Dispatch Number (which must accept service calls from all Identified Users, anywhere in Canada, during the hours of 08:00 to 17:00 across all time zones across Canada, Monday through Friday, excluding statutory holidays).

7.6 Warranty Services Included in Product Price

The cost of all parts, shipping, labour, travel and any other related costs associated with the Warranty Services are included in the unit price of the product(s) and no payments will be made for the Warranty Services, regardless of the location from which the Warranty Services are provided.

7.7 Description of Hot Swap Warranty Service

Where a Warranty Service call is made that cannot be resolved by telephone and Hot Swap Service applies, the Offeror must, within 24 hours, send to the Identified User, postage paid, a replacement product that is substantially equal to the product being replaced, in that it is of similar age or better and able to perform all functions of the product being replaced. Upon receipt of the replacement product, the Identified User will return the defective product to the Offeror or manufacturer, as applicable, in appropriate packaging with the shipping paid by the Offeror. If the Identified User is not satisfied that the replacement product is substantially equal, the Offeror must supply another replacement. The Offeror must continue to provide the Warranty Services for the replacement product.

Service response time for Hot Swap Warranty Services is calculated from the time the Offeror, its Authorized Agent or Service Outlet has been notified by the Identified User until the replacement product arrives on site.

7.8 Software Support

The Licensed Software must be to the latest version released, unless otherwise specified, and must be provided with the standard software publisher's warranty and customer support. The Offeror must specify the duration and level of coverage of the software publisher's standard warranty (e.g., one-year hotline support).

7.9 Language of Services

The Offeror must provide Warranty Services in the Official Language(s) in use in the area of service.

8. Insurance Requirements

SACC Manual clause G1005C (2008-05-12), Insurance

9. SACC Manual clause

9.1 Electrical Equipment (B1501C, 2006-06-16)

9.2 Excess Goods (B7500C, 2006-06-16)

10. Material Supplied

10.1 The proposed printer/printer component(s) must be off-shelf in that it must be composed of standard equipment requiring no further research or development and must be in current production and conform to the current issue of the applicable specification and or part number of the Original Equipment Manufacturer.

10.2 All equipment and equipment components supplied resulting from a Call-up against any resulting Standing Offer must be new.

10.3 All proposed printer/printer component(s) shall be operable in a standard office environment.

10.4 Any applicable software shall be the current release, unless otherwise specified, in general use and require no further research and development to meet the technical specifications used for this NISO. Software shall be supported by, and fully compatible with the hardware up to the limit of hardware capability. All system software must be completely integrated and fully interfaced to the hardware.

10.5 The Offeror may not substitute any of the components (make, model or revision) identified in the contract, without prior writtern notification to, and evaluation and approval of PWGSC. In the event that the Offeror wishes to propose a change or substitution of internal components on any NISO product, the Offeror must submit a description of the changes to the PWGSC Contracting Authority. The PWGSC and DND will then determine whether or not the altered product would need to be tested.

10.6 The Offeror must configure and integrate the printer(s) with all components(s) necessary for the NISO configuration as well as any other components detailed in any Call-up prior to shipment of the equipment to its destination. The cost of configuration is included in the unit cost of the price.

11. Packaging and Shipping

11.1 Packaging and shipping are to be in accordance with the industry standard for the applicable items in order to ensure their safe arrival at destination. Packing slips must accompany each shipment.

11.2 All items must remain the responsibility of the Offeror until delivered and accepted by the Designated User or their representative. Following acceptance of the equipment, all charges incurred with the replacement of malfunctioning equipment will be borned by the

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van582

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

W8474-156916

CCC No./N° CCC - FMS No/ N° VME

Offeror. Costs
will be borned by

associated with replacement of equipment damaged in transit to the destination
the Offeror.

Annex A

Technical Requirement and Specifications

A1. Mandatory General Specifications and Requirements for Portable label printers

Description	Comply	Reference Location with your bid
Portable label printer Manufacture: _____ Model: _____ Part No. _____	Y/N	
Physical characteristics of the portable printer must comply with following dimensions: <ul style="list-style-type: none"> - width must be less than 7.5 inches - height must be less than 9 inches - weight must be less than 3 lbs - depth must be less than 3.5 inches 	Y/N	
Operating characteristics of portable printer must adhere to the following conditions: <ul style="list-style-type: none"> - operate in temperatures between 0C to 45C for Thermal Transfer - operate in temperatures between -4C to 50C for Direct Thermal - water resistant (IP14) 	Y/N	
Media characteristics of portable printer must have to the following specifications: <ul style="list-style-type: none"> - Labels/ribbons must be approved by Original Equipment Manufacturer (OEM) printer manufacturer - maximum label size of 4x4 inches - minimum resolution of 200 dpi - maximum print width of 4.10 inches - maximum media roll size 2.6 inches O.D. on a 0.75 inch I.D. core 	Y/N	
Standard features of the portable printer must include: <ul style="list-style-type: none"> - shoulder strap - rechargeable battery (Li-Ion) 	Y/N	

<ul style="list-style-type: none"> - multiple drops survival of minimum 4.5 feet to hard surface - Thermal Transfer or Direct Thermal printing modes - Smart battery and ribbon cartridge 		
<p>Technical specifications of the portable printer must contain the following:</p> <ul style="list-style-type: none"> - sensor that can detect technical issues (gap, door ajar, media, media width, ribbon and black bar) - 8 MB flash - 16 MB SRAM memory - Large LCD - Drop-in / pop-out media and ribbon loading - USB 2.0 serial connection (minimum) 	Y/N	
<p>Printing capability of the portable printer must include the following items:</p> <ul style="list-style-type: none"> - thermal transfer printing mode - direct thermal printing mode - ZPL/ZPL2 printer control language (native ZPL not emulation) - linear barcodes: Code 39, Code 128, UCC/EAN128 - 2-dimensional barcodes : PDF417, aztec, data matrix, QR - Scalable text feature - Standard resident fonts; can be rotated in 90 degree increments - Supports user defined fonts, graphics and logos 	Y/N	
<p>Communication specifications of portable printer must support the following:</p> <ul style="list-style-type: none"> - wireless 802.11 b/g - wireless Security – Authorization & Encryption Options: WEP (64 and 128 bit) LEAP; WPA-PSK (TKIP / RC4); WPA2/802.11i-PSK (CCMP / AES);EAP-TLS, -TTLS, -PEAP, -FAST - Bluetooth 2 (Minimum) - must have ability to disable Bluetooth - USB 2.0 (Minimum) 	Y/N	
<p>Connectivity specifications of portable printer must support the following:</p> <ul style="list-style-type: none"> - serial cable (DB9 to RJ50) - USB to serial (USB to DB9M) - USB extender 	Y/N	
<p>Warranty & maintenance coverage for portable printer must offer the following: minimum 1 year Hot Swap warranty (depot service)</p>	Y/N	

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Annex B

Basis of Payment

B.1. Inclusions with NISO Listed Products

All NISO products that are purchased include the firm unit price for the product; the supply (purchase), configuration, delivery of the product configured in accordance with the Technical Requirements and Specifications in Annex A; including all ancillary equipment, associate printing software, drivers (if applicable), other bundled software normally included by the manufacturer, user manuals, and one year warranty services, in accordance with the article entitled "Warranty Services".

The Offeror will be paid the following firm unit price (includes Provincial Disposal Surcharge, if applicable), DDP Destination, Transportation charges included, Goods and Services Tax or Harmonized Sales tax extra, if applicable, for provision of the equipment and related accessories. This price includes supply, delivery, one year hot swap warranty and all accessories. This price also includes all required software for full operation of the system.

Delivery location:

Canadian Forces Support Unit of Ottawa
 CMTT Building 346
 360 Paul Benoit Driveway
 Ottawa, ON K1V 2E6

B.1.1 Estimated Quantities for Year 1, 2 and 3:

Item	Description	Part No.	Est. Qty			Unit price			Extended Price (Qty x Unit Price)		
			Year 1	Year 2	Year 3	Year 1	Year 2	Year 3	Year 1	Year 2	Year 3
1	All-inclusive rate for the supply and delivery of portable label printer including one year warranty, as detailed in Annex A.		200	40	40	\$	\$	\$	\$	\$	\$
2	Battery (if not included)		200	40	40	\$	\$	\$	\$	\$	\$

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9	USB to Serial cable (1.5 ft)	20	20	\$	\$	\$	\$	\$
10	Vehicle cradle with open-ended terminals for connecting to vehicle battery	10	10	\$	\$	\$	\$	\$
11	RAM mount for vehicle cradle (if not included with cradle)	10	10	\$	\$	\$	\$	\$
12	Li-Ion DC/DC 15-60 VDC adapter (to connect vehicle cradle to forklift battery)	10	10	\$	\$	\$	\$	\$
13	Spare Li-Ion batteries	200	150	\$	\$	\$	\$	\$
14	Li-Ion quad battery charger (to charge up to 4 batteries)	25	15	\$	\$	\$	\$	\$
	TOTAL			\$	\$	\$	\$	\$

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B1.3 Extended warranty (upgrade to a total of 2 years warranty)

	Description	Estimated Quantity					Unit Price					Extended Price (Qty X Unit Price)					
		Year 1	Year 2	Year 3	Year 4	Year 5	Year 1	Year 2	Year 3	Year 4	Year 5	Year 1	Year 2	Year 3	Year 4	Year 5	
1	Upgrade to a total of 2 years warranty (Optional), which can be exercised following the one year original warranty period.	200	40	40	40	40											

Annex C

Compliance and Compatibility Testing

The Bidder offering the lowest priced technically compliant products must supply the portable label printer ("test device") in the configuration(s) required for a compatibility sub-test, prior to the award of Contract, to determine whether the ordered Product(s) will meet DND's compatibility requirements.

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

The products delivered for testing must:

- a) be configured and identical to the equipment proposed in the RFSO 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 equipment to meet the technical specifications of the RFSO and any subsequent clarifications thereto may result in elimination of the equipment without further consideration.

In the event that the test devices do 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 device, 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 returned to the bidder and 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 unit provided is new and is to be delivered to the end-user's location, and if it is agreed upon with DND, the test unit may be considered as the first unit of the subsequent delivery. Once compatibility is assured, arrangements will be made for delivery of the rest of the order.

Annex D

Calculation of Total Evaluated Price

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

(A) Estimated Price for Year 1, 2 and 3

Firm, all-inclusive rate for the supply and delivery of portable label printer, including one year warranty and all accessories, as detailed in Annex B.

Total Price:

Year 1 \$ _____.

Year 2 \$ _____.

Year 3 \$ _____.

Total of (A) \$ _____.

(B) Estimated Price for Optional Period (Year 4 & Year 5)

Firm, all-inclusive rate for the supply and delivery of portable label printer, including one year warranty and all accessories, as detailed in Annex B.

Total Price:

Year 4 \$ _____.

Year 5 \$ _____.

Total of (B) \$ _____.

(C) Extended warranty for Initial Period (Year 1, 2 & 3) &

Upgrade to a 24 month warranty:

Year 1 \$ _____.

Year 2 \$ _____.

Year 3 \$ _____.

Total of (C) \$ _____.

(D) Extended warranty for Optional Period (Year 4 & 5)

Upgrade to a 24 month warranty:

Year 4 \$ _____.

Year 5 \$ _____.

Total of (D) \$ _____.

Total Evaluated Price (A+B+C+D):	\$ _____.
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Annex E

Standing Offer Activity Report

Summary Report				
NMSO Number		Offeror:		
Quarter: (1 st quarter is April 1 to June 30, 2 nd is July 1 to September 30, 3 rd is October 1 to December 31, and 4 th quarter is Jan 1 to Mar 31)				
Items	Number of Call-up	Qty	Total Value of Sales for Quarter	Total Value of Sales to Date
Portable Label Printer (with one year warranty)			\$	\$
Battery			\$	\$
Power supplies and AC line cords			\$	\$
Thermal Transfer Wax/Resin Ribbon Cartridge			\$	\$
Printer Serial Cable			\$	\$
USB AA extender cable – 10ft			\$	\$
USB to Serial cable (1.5ft)			\$	\$
Vehicle cradle			\$	\$
RAM Mount			\$	\$
Li-Ion DC/DC 15-60 VDC adapter			\$	\$
Spare Li-Ion Batteries			\$	\$
Li-Ion Quad Battery Charger (up to 4 batteries)			\$	\$

Note:

Reports must be submitted as per the article entitled "Standing Offer Reporting". Reports will be sent to Standing Offer holder in Excel (.xls) format and may differ from the details shown here.

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Form 1

Offer Submission Form

The following Offer Submission Form is being provided to assist Offerors in preparing their Offers. It contains basic information required by PWGSC to evaluate Offers. Use of this form is not mandatory but recommended (i.e. Offerors may choose to submit the information in a different format).

Offeror's full legal name:	
Offeror's Procurement Business No.:	
Authorized Representative of Offeror for evaluation purposes (e.g., clarifications).	Name:
	Title:
	Address:
	Telephone #:
	Fax #:
E-mail:	
Offeror's Toll-Free Hotline Telephone Support (if using a single telephone number):	
Offeror's website address for Internet-Based Technical Support:	
Province in Canada the Offeror wishes to be the legal jurisdiction applicable to any resulting Standing Offer and resulting Contracts (if other than as specified in solicitation):	
Authorized Representative of Offeror who Name: will act as the key contact for any resulting Standing Offer	Name:
	Title:
	Address:
	Telephone #:
	Fax #:
E-mail:	

<p>Federal Contractors Program:</p> <p>If the Offeror is exempt, please indicate the basis for the exemption to the right. If the Offeror does not fall within the exceptions enumerated to the right, the Program requirements do apply and the Offeror is required either to:</p> <p>(a) submit to the Department of HRSD form LAB 1168, Certificate of Commitment to Implement Employment Equity, DULY SIGNED; or</p> <p>(b) submit a valid Certificate number confirming its adherence to the FCP. Offerors are requested to include their FCP Certification or signed LAB 1168 with their Offer; if this information is not provided in the Offer, it must be provided upon request by the Standing Offer Authority during evaluation.</p>	<p>On behalf of the Offeror, by signing below, I further confirm that the Offeror [check the box that applies]:</p>	
	<p>(a) is not subject to Federal Contractors Program for Employment Equity (FCP-EE), because it has a workforce of less than 100 permanent full or part-time employees in Canada;</p>	
	<p>(b) is not subject to FCP-EE, because it is a regulated employer under the Employment Equity Act;</p>	<input type="checkbox"/>
	<p>(c) is subject to the requirements of FCP-EE, because it has a workforce of 100 or more permanent full or part-time employees in Canada, but has not previously obtained a certificate number from the Department of Human Resources and Skills Development (HRSD) (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached; OR</p>	<input type="checkbox"/>
	<p>d) is subject to FCP-EE, and has a valid certification number as follows: _____ (i.e., has not been declared an Ineligible Contractor by HRSD).</p>	<input type="checkbox"/>
<p>On behalf of the Offeror, by signing below, I further confirm that I have read the entire RFSO including the documents incorporated by reference into the RFSO and that:</p> <ol style="list-style-type: none"> 1. The Offeror considers itself and its Hardware able to meet all the mandatory requirements described in the RFSO; 2. This Offer is valid for the period requested in the RFSO; and 3. If the Offeror is issued a Standing Offer, it will accept all the terms and conditions set out in the Resulting Standing Offer clauses and the Resulting Contract clauses included in the RFSO. 		
<p>Signature of Authorized Representative of Offeror</p>		

Form 2**OEM Certification Form**

As part of the evaluation, Canada requires OEM Certifications for portable label 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

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in the performance of the Work, or the joint venture itself must be named (if the joint venture has been given a name).

Form 3

Joint Venture Form

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

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

Joint Venture Bid Form

This Bid is being submitted by a joint venture.

Name of joint venture _____

Legal name of lead member of joint venture _____

Legal name of each other member(s) of joint venture

[adjust number of lines, as applicable]

As the authorized signatory of the lead member of the joint venture, I hereby confirm that all the members of the joint venture identified above have appointed the lead member as their agent for the purposes of responding to this solicitation and for all matters relating to any resulting contract.

Signature of lead member _____

Name of authorized signatory of lead member _____

Date Signed _____