

**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 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> Lease of Production Printer by Stat	
<b>Solicitation No. - N° de l'invitation</b> 45045-130119/A	<b>Date</b> 2014-10-22
<b>Client Reference No. - N° de référence du client</b> 000002476	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$VAN-576-7353	
<b>File No. - N° de dossier</b> VAN-4-37178 (576)	<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 2014-12-02</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Pacific Standard Time PST
<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> Sobhee, Sachin	<b>Buyer Id - Id de l'acheteur</b> van576
<b>Telephone No. - N° de téléphone</b> (604) 775-7022 ( )	<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> STATISTICS CANADA SHIPPING & RECEIVING JEAN-TALON BLDG (B1W21) PARKDALE AVENUE LOADING DOCK OTTAWA Ontario K1A0T6 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**

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

**Issuing Office - Bureau de distribution**

Public Works and Government Services Canada - Pacific  
Region  
219 - 800 Burrard Street  
800, rue Burrard, pièce 219  
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>

## TABLE OF CONTENTS

### TITLE

Lease of Production Printer by Statistics Canada

### PART 1 - GENERAL INFORMATION

1. Introduction
2. Summary
3. Debriefings

### PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions
2. Submission of Bids
3. Former Public Servant
4. Enquiries - Bid Solicitation
5. Applicable Laws

### PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

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

1. Evaluation Procedures
2. Basis of Selection

### PART 5 - CERTIFICATIONS

1. Certifications Required Precedent to Contract Award
2. Additional Certifications Required Precedent to Contract Award

### PART 6 - RESULTING CONTRACT CLAUSES

1. Statement of Work
2. Standard Clauses and Conditions
3. Security Requirement
4. Term of Contract
5. Authorities
6. Proactive Disclosure of Contracts with Former Public Servants
7. Payment
8. Invoicing Instructions
9. Certifications
10. Applicable Laws
11. Priority of Documents
12. Insurance
13. SACC Manual Clauses
14. Maintenance Services
15. Termination

### List of Annexes:

Solicitation No. - N° de l'invitation

45045-130119/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

van576

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

000002476

File No. - N° du dossier

VAN-4-37178

CCC No./N° CCC - FMS No/ N° VME

---

Annex A      Statement of Work  
Annex B      Basis of Payment  
Annex C      Evaluation and Basis of Selection  
Annex D      Compatibility Testing

**List of Forms**

Form A      Substantiation of Compliance

---

## Lease of Production Printer by Statistics Canada

### PART 1 - GENERAL INFORMATION

#### 1. Introduction

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include:

- Annex A - Requirement
- Annex B - Basis of Payment
- Annex C - Evaluation and Basis of Selection
- Annex D - Compatibility Testing

The Forms include:

- Form A - Substantiation of Technical Compliance Form

#### 2. Summary

The Statistics Canada Printing Centre in Ottawa, ON, has a requirement of a 36 month lease of one colour production printer and prepress tools to streamline editing and job submission operation, all networked in a digital workflow environment. This contract is for the supply, delivery, and installation of the equipment as well as any training that would be necessary to allow users to access all of the required features of the equipment. Please see Annex "A" for full details.

Bidders must provide a list of names, or other related information as needed, pursuant to section 01 of Standard Instructions 2003.

For services requirements, Bidders in receipt of a pension or a lump sum payment must provide the required information as detailed in article 3 of Part 2 of the bid solicitation

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

#### 3. Debriefings

---

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 (2014-09-25) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: sixty (60) days

Insert: one hundred twenty (120) days

### **2. Submission of Bids**

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

### **3. Former Public Servant**

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

#### **Definitions**

For the purposes of this clause, "former public servant" is any former member of a department as defined in the Financial Administration Act, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or

- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

""lump sum payment period"" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

""pension"" means a pension or annual allowance paid under the Public Service Superannuation Act (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the Supplementary Retirement Benefits Act, R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions payable pursuant to the Canadian Forces Superannuation Act, R.S., 1985, c.C-17, the Defence Services Pension Continuation Act, 1970, c.D-3, the Royal Canadian Mounted Police Pension Continuation Act, 1970, c.R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c.R-11, the Members of Parliament Retiring Allowances Act, R.S., 1985, c.M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c.C-8.

#### **Former Public Servant in Receipt of a Pension**

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes** ( ) **No** ( )

If so, the Bidder must provide the following information, for all FPS in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

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

#### **Work Force Adjustment Directive**

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes** ( ) **No** ( )

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

#### **4. Enquiries - Bid Solicitation**

---

All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) 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 question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

## 5. Applicable Laws

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

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the bidders.

## PART 3 - BID PREPARATION INSTRUCTIONS

### 1. Bid Preparation Instructions

Canada requests that bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid (2 hard copies)

Section II: Financial Bid (2 hard copies)

Section III: Certifications (2 hard copies)

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

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement.

(<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders 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 demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

Full technical specifications and descriptive materials must be submitted with the bid. Failure to provide these materials with the bid will result in the bid being declared non-compliant.

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 Form A, indicating compliance to the specifications, supplying equipment 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

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

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

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

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

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

A completed Annex B, Basis of Payment, table must be submitted.

**1.2 Exchange Rate Fluctuation**

C3010T (2013-11-06), Exchange Rate Fluctuation

### **Section III: Certifications**

Bidders must submit the certifications required under Part 5.

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

### **1. Evaluation Procedures**

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

### 1.1 Technical Evaluation

Bids will be evaluated in accordance with the Technical Evaluation criteria detailed in Annex C. Bids will be assessed to ensure compliance with all of the requirements of this solicitation as described at Annex A - Statement of Work.

#### 1.1.1 Clarification

If Canada seeks clarification or verification from the Bidder regarding its offer, the Bidder will have one (1) working day or such longer period as is specified in writing by the Contracting Authority to provide the necessary information to Canada. Failure to meet this deadline will result in the offer being declared non-responsive.

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

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

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

(iii) The process is as follows:

(a) Bids may include additional software use terms that are proposed to supplement the terms of the Resulting Contract Clauses. Bidders should not submit a software publisher's full standard license terms (because full standard license terms generally contain provisions that deal with more than simply how the software can be used; for example, they frequently deal with issues such as limitation of liability or warranty, neither of which are software use terms);

(b) In cases where the Bidder has submitted a software publisher's full standard license terms, Canada will require that the Bidder remove these terms and submit only the software use terms that the Bidder would like Canada to consider;

(c) Canada will review the additional software use terms proposed by the top-ranked Bidder (identified after the financial evaluation) to determine if there are any provisions proposed by the Bidder that are unacceptable to Canada;

(d) If Canada determines that any proposed software use term is unacceptable to Canada, Canada will notify the Bidder, in writing, and will provide the Bidder with an opportunity to remove that provision from its bid or to propose alternate language for consideration by Canada. Canada may set a time limit for the Bidder to respond; if the

---

Bidder submits alternate language, if Canada does not find the alternate language acceptable, Canada is not required to allow the Bidder to submit further alternate language;

(e) If the Bidder refuses to remove provisions unacceptable to Canada from its bid within the time limit set by Canada in its notice, the bid will be considered non-responsive and be disqualified; Canada may then proceed to the next-ranked bid; and

(f) If the Bidder agrees to remove the provisions that are unacceptable to Canada and it is awarded any resulting contract, the proposed additional software use terms (as revised) will be incorporated as an annex to the contract, as set out in the Article entitled "Priority of Documents" in the Resulting Contract Clauses.

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

## 1.2 Financial Evaluation

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

See Annex C for further details.

## 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.

See Annex C for further details.

## PART 5 - CERTIFICATIONS

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

Solicitation No. - N° de l'invitation  
45045-130119/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
van576

Client Ref. No. - N° de réf. du client  
000002476

File No. - N° du dossier  
VAN-4-37178

CCC No./N° CCC - FMS No/ N° VME

## 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" 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 Employment and Social Development Canada (ESDC) - Labour's website.

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

## 2. Additional Certifications Required 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 Original Equipment Manufacturer (OEM) Certification

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

OEM Certification – Bidder is the OEM of Products Bid	
On behalf of the Bidder, I certify that the Bidder is itself the OEM of the products being offered in response to the Solicitation identified below.	
Solicitation Number	45045-130119
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	45045-130119
Name of Bidder	
If this Certification is limited to specific products or specific services, please provide details	

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

**PART 6 - RESULTING CONTRACT CLAUSES**

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

**1. Statement of Work**

The Statistics Canada Printing Centre in Ottawa, ON, has a requirement of a 36 month lease of one colour production printer and prepress tools to streamline editing and job submission operation, all networked in a digital workflow environment. This contract is for the supply, delivery, and installation of the equipment as well as any training that would be necessary to allow users to access all of the required features of the equipment.

The Contractor must perform the Work in accordance with the Statement of Work at Annex A.

**2. Standard Clauses and Conditions**

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

**2.1 General Conditions**

2035 (2014-09-25), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

## 2.2 Supplemental General Conditions

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

4001 (2013-01-28) Hardware Purchase, Lease and Maintenance  
4003 (2010-08-16) Licensed Software, and  
4004 (2013-04-25) Maintenance and Support Services for Licensed Software

## 3. Security Requirement

There is no security requirement applicable to this Contract.

## 4. Term of Contract

### 4.1 Period of the Contract

The period of the Contract will be for 36 months, commencing upon the delivery and acceptance of the devices.

### 4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional twelve (12) month periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

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

### 4.3 Delivery

The printer must be delivered and installed at Statistics Canada's location in Ottawa, ON.

## 5. Authorities

### 5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Sachin Sobhee  
Title: Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch

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

Telephone: 604-775-7022

Facsimile: 604-775-7526

E-mail address: sachin.sobhee@pwgsc.gc.ca

Solicitation No. - N° de l'invitation

45045-130119/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

van576

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

000002476

File No. - N° du dossier

VAN-4-37178

CCC No./N° CCC - FMS No/ N° VME

---

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 Technical Authority

The Technical Authority for the Contract is: **(to be filled in at contract award)**

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

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

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

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

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

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

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

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.

## 5.3 Contractor's Representative (please complete this information)

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

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

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

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

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

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

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

## 6. Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

## 7. Payment

### 7.1 Basis of Payment

The Contractor will be paid firm monthly rates for the lease of the equipment and firm rates per specified number of prints/copies for maintenance (covering all parts, labour, preventive and remedial maintenance, and imaging consumables), payable each month in arrears, in accordance with Annex B: Basis of Payment. Applicable Taxes are extra.

---

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.

## **7.2 Limitation of Price**

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

## **7.3 Monthly Payment**

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

## **7.4 SACC Manual Clauses**

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

## **7.5 Discretionary Audit**

SACC Manual clause C0100C (2010-01-11), Discretionary Audit - Commercial Goods and/or Services

## **8. Invoicing Instructions**

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows: The original and two (2) copies of the invoices and maintenance reports must be forwarded to the Project Authority as identified in the Contract under article 5. "Authorities".

## **9. Certifications**

### **9.1 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.

## **10. Applicable Laws**

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

## **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 Articles of Agreement;
- (b) the supplemental general conditions 4001 (2013-01-28) Hardware Purchase, Lease and Maintenance;
- (c) the supplemental general conditions 4003 (2010-08-16) Licensed Software;
- (d) the supplemental general conditions 4004 (2013-04-25) Maintenance and Support Services for Licensed Software;
- (e) the general conditions 2035 (2014-06-26), General Conditions - Higher Complexity - Services;
- (f) Annex A, Statement of Work;
- (g) Annex B, Basis of Payment;
- (l) the Contractor's bid dated \_\_\_\_\_.

## 12. Insurance

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

## 13. SACC Manual Clauses

The following SACC Manual Clauses apply:

B7500C (2006-06-16) Excess Goods  
 G1005C (2008-05-12) Insurance  
 B1501C (2006-06-16) Electrical Equipment

## 14. Maintenance Services

### 14.1 With respect to the provisions of Supplemental General Conditions 4001:

Part IV of 4001 applies to the Contract (Additional Conditions: Lease)	YES
Part V of 4001 applies to the Contract (Additional Conditions: Maintenance)	YES
4001 03 Delivery Location	Refer to Part 6 Resulting Contract Clauses, Section 4.3
4001 03 Delivery Date	Refer to Part 6 Resulting Contract Clauses, Section 4.1
4001 07 Contractor must deliver Hardware Documentation	YES
4001 07 (5) Contractor must update Hardware Documentation throughout Contract Period	NO - Section 7(5) of 4001 does not apply to the Contract.
4001 07 Hardware Documentation must include maintenance documentation	NO
4001 05 Contractor must Install Hardware at time of Delivery	YES
4001 05 Contractor must Integrate and Configure Hardware at time of Installation	YES
4001 12 Hardware is part of a System	YES
4001 16 Lease Period	36 months
4001 16 Option to Extend Lease Period	The Contractor grants to Canada an irrevocable option to extend the Lease Period by 2 - 12 month periods. These option(s) may only be exercised by the Contracting Authority by notice in writing and will be evidenced, for administrative purposes only, by a contract amendment.
4001 25 (4) Principal Period of Maintenance (PPM)	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.

4001 08 - Level of Service	Contractor must ensure 95% availability in a normal user month.
4001 25 (7) Hardware Maintenance Service Report	In addition to the information required for the Hardware Maintenance Service report, the following information is required: a) Contract number and b) Total down time. Copies of these reports must be made available to the Contracting Authority within thirty (30) days of request.
4001 26 Class of Maintenance Service	On-Site Maintenance Service included in the firm monthly rate (FMR).
4001 26 (3).a.(i) Service Response Time	See 14.3 Service Response Time during PPM
Toll-free Telephone Number for Maintenance Service	<i>[to be completed with information from the Contractor at the time of award]</i>
Website for Maintenance Service	<i>[to be completed with information from the Contractor at the time of award]</i>

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

## 14.2 Training

The Contractor must provide a minimum of 4 hours, user and/or Key Operator training, to allow the client's employees to efficiently and effectively operate the equipment, at no extra cost. Any required training facilities or space will be provided by the client. The client may engage the Contractor to provide additional or more in-depth training at an additional cost to be negotiated outside this Contract.

## 14.3 Service Response Time During the Principal Period of Maintenance

### 14.3.1 Service Response Time

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

- (a) 1 hour to respond to a service call back;
- (b) 4 hours from time of service call to have a technician at the print site if required; and
- (c) 8 hours to resolve problem allowing the client to continue operations at minimum 95% capacity, except on written agreement by the Identified User.

Service Response Time measurements do not include Saturdays, Sundays or statutory holidays. Response time is calculated from the time the Contractor has been notified by the Identified User to the arrival of the contractors maintenance personnel on site. When the Total Unscheduled Equipment Outage (as per the definition in **Article 14.4.3**) exceeds four (4) hours, the client may claim a Remedy as described in **Article 14.4.2**.

**14.3.2** Upon commencing any maintenance services, the Contractor must work continuously in performing the maintenance until the copier(s) being serviced is operative or until the client notifies the Contractor to suspend work.

**14.3.3** If after arrival by the Contractor's maintenance personnel on-site, it is determined that the Contractor cannot repair the defective equipment within two (2) working days and the equipment is inoperational, the Contractor must provide loaner parts or equipment to permit the client to provide an equal or better level of service while the equipment being repaired, at no charge, within twenty-four (24) hours of such determination by the Contractor's maintenance personnel. The client will keep the loaner equipment until the original defective equipment is repaired and returned in working condition.

---

## 14.4 Remedies Following Unacceptable Levels of Service

### 14.4.1 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.

### 14.4.2 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.

### 14.4.3 Definitions

**"Remedial Equipment Failure"** means any equipment malfunction that requires remedial maintenance to be provided by the Contractor in order to make the equipment operational.

**"Unscheduled Equipment Outage"** means the period of time that equipment is unavailable to the client where such unavailability is caused by a Remedial Equipment Failure such period must commence when the Contractor is informed of the Remedial Equipment Failure in accordance with the Contract.

#### 14.4.4 Actual Remedies

##### 14.4.4.1 Excessive Equipment Failure

In the event the printer supplied has 3 or more Remedial Equipment Failures in a 30 day period, then the Contractor must replace such printer with same or like equipment, if requested by the client. The replacement equipment shall be installed within two weeks of a request, unless a written extension is given by the client.

##### 14.4.4.2 Failure to Repair Equipment

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

##### 14.4.4.3 Excessive Outage

In the event that the Total Unscheduled Equipment Outage exceeds four (4) hours during the PPM, in any given call, for either print system, the charges associated with that print system shall be reduced in accordance with the following formula:

**(TUEO/8) x .1 x Total FMR + Fixed Monthly Service Rate**; where TUEO is the Total Unscheduled Equipment Outage in hours during the PPM within the applicable month. This remedy must not exceed 2 times the Total FMR for any given monthly period.

##### 14.4.4.4 Failure to Respond to Remedial Equipment Failures

In the event that the Contractor fails to provide trained technicians to undertake remedial maintenance, within the response times specified in the Contract, in more than 10% of occurrences measured over a 30 day period of the number of times such services were required in accordance with the individual Contract; then, the Contractor must provide a Remedial Action Plan to the client to identify what steps will be taken by the Contractor to remedy the situation. In the event that the client is unable to negotiate a suitable course of action with the Contractor, the Contracting Authority will determine if there is cause for Termination for Default.

##### 14.4.4.5 Spoilage of Copies

One hundred percent (100%) credit must be given for spoiled prints or copies due to machine malfunction or quality of supplies provided by the Contractor.

#### 14.5 Additional client requirements

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

---

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

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

#### **14.6 Preventive Maintenance**

On-site preventive maintenance (required to inspect, lubricate and adjust the equipment) must be performed during the Principal Period of Maintenance (PPM). 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.

#### **15. 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:

##### **15.1 Termination Fees**

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

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

1. where the original Commitment Period was 36 months and the actual period of installation was less than 24 months, then the Adjusted Amount will be based on the rates associated with a 24 month Commitment Period multiplied by 24 months; but in no event will the Termination Fee exceed the balance of the Firm Monthly Rate that would have been due had the lease not been terminated;
2. where the original Commitment Period was 36 months and where the actual period of installation was less than 36 months, then the Adjusted Amount will be based on the rates associated with a 24 month Commitment Period multiplied by the actual number of months that the equipment was installed; but in no event will the Termination Fee exceed the amount that would have been due for 36 months using the Firm Monthly Rate for a 36 month 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 an optional lease extension period, Canada may terminate the lease by providing three (3) months written notice and no Termination Fees will apply. Where an installed Hardware is in an optional lease extension period, and Canada can show documented evidence of excessive downtime or reduction of functionality, the lease may be terminated with a minimum of thirty days notice and no Termination Fees will apply.

Solicitation No. - N° de l'invitation

45045-130119/A

Amd. No. - N° de la modif.

File No. - N° du dossier

VAN-4-37178

Buyer ID - Id de l'acheteur

van576

CCC No./N° CCC - FMS No/ N° VME

Client Ref. No. - N° de réf. du client  
000002476

---

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

## ANNEX A STATEMENT OF WORK

### A1. Requirement

Statistics Canada has a Printing Centre offering a wide range of printing services. Statistics Canada prints on average 14 millions impressions a year with peaks at Census at up to 25 million impressions. The Printing Centre is currently equipped with 2 high speed monochrome printers and 1 high speed colour printer, 3 workstations including scanners; all networked in a digital workflow environment.

The Statistics Canada Printing Centre, located in Ottawa, On., has a requirement to renew their colour printing infrastructure through a 36 month lease of one colour production printer and prepress tools to streamline editing and job submission operation , all networked in a digital workflow environment. This contract is for the supply, delivery, and installation of the equipment as well as any training that would be necessary to allow users to access all of the required features of the equipment.

The lease term will include the provision of all preventive and remedial service and the provision of all imaging consumables as well as the removal of the equipment at the end of the lease period.

The hard disk drive must be removed at the end of the lease, and will be retained by Statistics Canada.

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

### A2. Equipment specifications

<b>1. Security</b>	Must be certified to any certification scheme or protection profile that meets Common Criteria Evaluation Assurance Level 2 (EAL2) security targets at time of bid closing.
<b>2. Windows Compatibility</b>	Must support the following network environments: Ethernet and Fast Ethernet topologies, Microsoft Windows 7, TCP/IP
<b>3. Printer</b>	<ul style="list-style-type: none"> <li>a. Must be a production printer with a minimum print speed of 70 Impressions/Minute on all stocks in monochrome and colour.</li> <li>b. Must use dry ink</li> <li>c. Must be one engine</li> <li>d. Registration tolerance front to back must be within 0.5mm</li> <li>e. Must be able to print 12 x 18 full bleed</li> <li>f. Must be able to calibrate</li> <li>g. Must have an output capacity of at least 4500 sheets of 20lb bond</li> <li>h. Ability to produce transparencies</li> <li>i. Must be able to produce labels</li> <li>j. Must be able to run pre-printed documents</li> <li>k. Must be able to load paper while running capability</li> <li>l. Must be able to pull sheets of paper from multiple trays for complex documents</li> </ul>
<b>4. Print Server and Workstation</b>	<ul style="list-style-type: none"> <li>i. The Contractor must supply a Print server than can meet or exceed the minimum printing requirements stated in the SOW</li> <li>ii. Must include necessary furniture <ul style="list-style-type: none"> <li>i. Statistics Canada will supply the workstation as per software vendors minimum recommendations</li> <li>ii. The minimum requirement for the following software should be included in the recommendations: Command Workstation or equivalent, Impose or equivalent, Compose or equivalent, Pitstop or equivalent, Doc Builder Pro or equivalent and Adobe Acrobat Professional for editing purposes</li> </ul> </li> </ul>

	iii. Contractor is to supply software and upgrades of the most current versions as they are made available by the software manufacturers
<b>5. Media</b>	a. Must handle media from 8" x 10" to 12" x 18"; b. Must handle media up to 300 gsm / 110 lb cover; and c. Must be able to print on coated, uncoated and specialty stocks
<b>6. Resolution</b>	Must print high resolution at a minimum of 600x 600 dpi
<b>7. Pre-Press</b>	a. Ability to ticket jobs at pre-press workstation b. Ability to convert scanned images into Adobe PDF format c. Ability to import PDF, TIFF and Postscript files into application and edit images (pages) d. Ability to do page level ticketing at the workstation such as tabs, different colored stock, covers and inserts, and chapter starts e. Ability to ticket job with same finishing capabilities as the printer f. Ability to signaturize (Booklet making) a given job at the work station g. Editing and imposition capabilities: cut and paste, shift and rotate, image merge, page numbers, headers and footers, 2-up/2-up flip, annotate h. Ability to Soft Proof – Preview of job supplements before sending to print or saving allowing the user to change any page programming while viewing the images
<b>8. Paper Trays</b>	i. Must be able to handle different stocks of paper in the same booklet ii. Minimum of 4 paper sources to accommodate letter, legal and 12 x 18; each source must hold a minimum of 500 sheets of 20lb bond – no bypass tray will be accepted. One paper source must be a high capacity tray that holds a minimum of 2500 sheets. The total input capacity must be at least 4000 sheets.
<b>9. Paper Stacker</b>	Must have an output capacity of at least 4500 sheets of 20lb bond
<b>10. Finisher</b>	a. The printer is to have an on-line stitcher capable of stitching up to 50 sheets of 20 lb. bond per set; b. Position of stitches required: Single and double stitch. Single in landscape and portrait mode c. Ability to separate output by a set by set basis
<b>11. Scanner</b>	i. Must have dedicated flatbed scanner scanner
<b>12. Hard drive</b>	Must have a Hard Disk Drive of a minimum of 40GB. The hard disk drive must be surrendered to Statistics Canada at the end of the lease for secure disposal.
<b>13. Environmental Requirements</b>	a. Printer must be manufactured in facilities that are both ISO 9001:2008 and ISO 14001 certified b. All materials in which the Products are packaged and shipped must be recyclable and/or the Contractor must reuse, recycle or dispose of in an environmentally sensitive manner all packaging materials removed from Products installed at its own facilities; and c. Included in the maintenance agreement, all empty toner containers and waste containers will be returned to the Contractor, free of charge, for recycling.
<b>12. Maintenance</b>	i. Must meet 4-hour response time within the Principle Period of Maintenance; and li. Must provide toll-free maintenance dispatch number
<b>14. Training</b>	Must provide training to key operational users

<b>15. Service personnel</b>	<p>a.All service personnel must be trained and certified by the manufacturer to perform work on any equipment for which they provide service. The Contractor must ensure that all personnel assigned have knowledge of the terms and conditions of any resulting Contract and must certify compliance with the level of service required.</p> <p>b.The Contractor must have a maintenance staff of not less than three (3) technicians that have been trained in the maintenance and repair of the equipment being acquired. At least two (2) technicians must be located in the National Capital Region and have one year experience on maintaining the equipment.</p> <p>c.Contractor's personnel must by escorted by a Commissionaire of Statistics Canada employee at all times while on site.</p>
------------------------------	--

### A3. Contractor Requirements

<b>1. Maintenance</b>	<p>a.Must meet 4-hour response time within the Principle Period of Maintenance; and</p> <p>b.Must provide toll-free maintenance dispatch number</p>
<b>2. Training</b>	Must provide training to key operational users
<b>3. Service personnel</b>	<p>a.All service personnel must be trained and certified by the manufacturer to perform work on any equipment for which they provide service. The Contractor must ensure that all personnel assigned have knowledge of the terms and conditions of any resulting Contract and must certify compliance with the level of service required.</p> <p>b.The Contractor must have a maintenance staff of not less than three (3) technicians that have been trained in the maintenance and repair of the equipment being acquired. At least two (2) technicians must be located in the National Capital Region and have one year experience on maintaining the equipment.</p> <p>c.Contractor's personnel must by escorted by a Commissionaire of Statistics Canada employee at all times while on site.</p>
<b>4. Other</b>	<p>The contractor must:</p> <p>a.keep all documents and proprietary information confidential;</p> <p>b.return all materials belonging to Statistics Canada upon completion of the Contract;</p> <p>c.submit all written reports in hard copy or electronic Microsoft Office Word or e-mail with stakeholders, if necessary</p> <p>d.participate in teleconferences, as needed;</p> <p>e.attend meeting at Statistics Canada sites, if required</p>

### A4. Support from Statistics Canada

Statistics Canada will provide the following:

- The contractor with access to the equipment covered.
- An adequate working space and facilities within a reasonable distance of the products.
- A routine operating procedure as specified in the contractor operating manual for the product.

Solicitation No. - N° de l'invitation

45045-130119/A

Amd. No. - N° de la modif.

File No. - N° du dossier

VAN-4-37178

Buyer ID - Id de l'acheteur

van576

CCC No./N° CCC - FMS No/ N° VME

000002476

- 
- A representative shall be present at all times when services are being performed

**ANNEX B**  
**Basis of Payment**

**B1. COLOUR PRODUCTION PRINTER**

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

		FIRM MONTHLY RATES (FMR)			
Equipment Offered List the mainframe and all added optional equipment required to meet the Specifications as detailed in Annex A.	Part No.	24 months	36 months (initial lease period)	Option Year 1 - 12 months	Option Year 2 - 12 months
<b>Base Unit Model Name:</b>		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
<b>TOTAL FMR</b>		\$	\$	\$	\$

The rates proposed for each lease period must be lower than that of the preceding shorter lease period. For example, the 36 month FMR must be lower than the 24 month FMR. This does not include the two optional renewal periods of 12 months each.

**"Cost Per Copy/Print" (CPC)**

means the fixed (or firm) rate per print or copy including related supplies or consumables (i.e. toner, developer, etc.) and preventive and remedial maintenance.

	Cost per Copy/print (initial lease period)	Cost per Copy/print (option year 1)	Cost per Copy/print (option year 2)
<b>Monochrome Cost per Copy/Print (CPC)</b> (Estimated usage* is 2,000 copies per month)	\$ _____	\$ _____	\$ _____
<b>Colour Cost per Copy/Print (CPC)</b> (Estimated usage* is 50,000 copies per month)	\$ _____	\$ _____	\$ _____

\* **Note:** The number of prints per month is an estimate for evaluation purposes only; the actual usage may be higher or lower than this number. The estimates will not constrain the Department to use this many pages per month.

Solicitation No. - N° de l'invitation

45045-130119/A

Amd. No. - N° de la modif.

File No. - N° du dossier

VAN-4-37178

Buyer ID - Id de l'acheteur

van576

CCC No./N° CCC - FMS No/ N° VME

000002476

---

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

Solicitation No. - N° de l'invitation  
45045-130119/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
van576

Client Ref. No. - N° de réf. du client  
000002476

File No. - N° du dossier  
VAN-4-37178

CCC No./N° CCC - FMS No/ N° VME

---

## ANNEX C Evaluation Criteria & Method of Selection

### C1. TECHNICAL EVALUATION

Bidders should submit a completed Form A - Substantiation of Technical Compliance. The bidder must demonstrate how it meets each criterion specified within Form A.

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

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

### C2. FINANCIAL EVALUATION

Bidders must submit a completed Annex B.

Each lease period specified in Annex B is multiplied by a factor of 0.5. While Canada aims to issue a contract with a 36 month lease period, Canada reserves the right to issue the initial contract for a shorter lease period (24 months) if the rate for the shorter lease period is more financially advantageous than the 36 month lease period.

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

<b>Colour Device #1</b>	
FMR 36 months x 36 months x 0.5	\$
FMR 24 months x 24 months x 0.5	\$
FMR Option Year 1 x 12 months	\$
FMR Option Year 2 x 12 months	\$
Monochrome CPC initial lease period x 2,000 pages/month x 36 months	\$
Monochrome CPC option year 1 x 2,000 pages/month x 12 months	\$
Monochrome CPC option year 2 x 2,000 pages/month x 12 months	\$
Colour CPC initial lease period x 50,000 pages/month x 36 months	\$
Colour CPC option year 1 x 50,000 pages/month x 12 months	\$
Colour CPC option year 2 x 50,000 pages/month x 12 months	\$

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

### C3. BASIS OF SELECTION

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

---

## **ANNEX D**

### **Compatibility Testing**

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

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

The product for testing must:

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

#### **Compliance Verification and Compatibility Testing**

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

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

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

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

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

**FORM A: Substantiation of Technical Compliance Form**

**Equipment specifications**

Item #	Criteria	Comply? Yes/No	Supporting Documentati on or Statement of Compliance (Indicate where this informaton can be found within your bid)
<b>1. Security</b>	Must be certified to any certification scheme or protection profile that meets Common Criteria Evaluation Assurance Level 2 (EAL2) security targets at time of bid closing.		
<b>2. Windows Compatibility</b>	Must support the following network environments: Ethernet and Fast Ethernet topologies, Microsoft Windows 7, TCP/IP		
<b>3. Printer</b>	<ul style="list-style-type: none"> <li>a. Must be a production printer with a minimum print speed of 70 Impressions/Minute on all stocks in monochrome and colour.</li> <li>b. Must use dry ink</li> <li>c. Must be one engine</li> <li>d. Registration tolerance front to back must be within 0.5mm</li> <li>e. Must be able to print 12 x 18 full bleed</li> <li>f. Must be able to calibrate</li> <li>g. Must have an output capacity of at least 4500 sheets of 20lb bond</li> <li>h. Ability to produce transparencies</li> <li>i. Must be able to produce labels</li> <li>j. Must be able to run pre-printed documents</li> <li>k. Must be able to load paper while running capability</li> <li>l. Must be able to pull sheets of paper from multiple trays for complex documents</li> </ul>		
<b>4. Print Server and Workstation</b>	<ul style="list-style-type: none"> <li>i. The Contractor must supply a Print server than can meet or exceed the minimum printing requirements stated in the SOW</li> <li>ii. Must include necessary furniture</li> <li>i. Statistics Canada will supply the workstation as per software vendors minimum recommendations</li> <li>ii. The minimum requirement for the following software should be included in the recommendations: Command Workstation or equivalent, Impose or equivalent, Compose or equivalent, Pitstop or equivalent, Doc Builder Pro</li> </ul>		

	or equivalent and Adobe Acrobat Professional for editing purposes iii. Contractor is to supply software and upgrades of the most current versions as they are made available by the software manufacturers		
<b>5. Media</b>	a. Must handle media from 8" x 10" to 12" x 18"; b. Must handle media up to 300 gsm / 110 lb cover; and c. Must be able to print on coated, uncoated and specialty stocks		
<b>6. Resolution</b>	Must print high resolution at a minimum of 600x 600 dpi		
<b>7. Pre-Press</b>	a. Ability to ticket jobs at pre-press workstation b. Ability to convert scanned images into Adobe PDF format c. Ability to import PDF, TIFF and Postscript files into application and edit images (pages) d. Ability to do page level ticketing at the workstation such as tabs, different colored stock, covers and inserts, and chapter starts e. Ability to ticket job with same finishing capabilities as the printer f. Ability to signaturize (Booklet making) a given job at the work station g. Editing and imposition capabilities: cut and paste, shift and rotate, image merge, page numbers, headers and footers, 2-up/2-up flip, annotate h. Ability to Soft Proof – Preview of job supplements before sending to print or saving allowing the user to change any page programming while viewing the images		
<b>8. Paper Trays</b>	i. Must be able to handle different stocks of paper in the same booklet ii. Minimum of 4 paper sources to accommodate letter, legal and 12 x 18; each source must hold a minimum of 500 sheets of 20lb bond – no bypass tray will be accepted. One paper source must be a high capacity tray that holds a minimum of 2500 sheets. The total input capacity must be at least 4000 sheets.		
<b>9. Paper Stacker</b>	Must have an output capacity of at least 4500 sheets of 20lb bond		
<b>10. Finisher</b>	a. The printer is to have an on-line stitcher capable of stitching up to 50 sheets of 20 lb. bond per set; b. Position of stitches required: Single and double stitch. Single in landscape and portrait mode c. Ability to separate output by a set by set basis		
<b>11. Scanner</b>	i. Must have dedicated flatbed scanner scanner		
<b>12. Hard drive</b>	Must have a Hard Disk Drive of a minimum of 40GB. The hard disk drive must be surrendered to		

	Statistics Canada at the end of the lease for secure disposal.		
<b>13. Environmental Requirements</b>	<ul style="list-style-type: none"> <li>a. Printer must be manufactured in facilities that are both ISO 9001:2008 and ISO 14001 certified</li> <li>b. All materials in which the Products are packaged and shipped must be recyclable and/or the Contractor must reuse, recycle or dispose of in an environmentally sensitive manner all packaging materials removed from Products installed at its own facilities; and</li> <li>c. Included in the maintenance agreement, all empty toner containers and waste containers will be returned to the Contractor, free of charge, for recycling.</li> </ul>		
<b>12. Maintenance</b>	<ul style="list-style-type: none"> <li>a. Must meet 4-hour response time within the Principle Period of Maintenance; and</li> <li>b. Must provide toll-free maintenance dispatch number</li> </ul>		
<b>14. Training</b>	Must provide training to key operational users		
<b>15. Service personnel</b>	<ul style="list-style-type: none"> <li>a. All service personnel must be trained and certified by the manufacturer to perform work on any equipment for which they provide service. The Contractor must ensure that all personnel assigned have knowledge of the terms and conditions of any resulting Contract and must certify compliance with the level of service required.</li> <li>b. The Contractor must have a maintenance staff of not less than three (3) technicians that have been trained in the maintenance and repair of the equipment being acquired. At least two (2) technicians must be located in the National Capital Region and have one year experience on maintaining the equipment.</li> <li>c. Contractor's personnel must be escorted by a Commissionaire of Statistics Canada employee at all times while on site.</li> </ul>		

**Contractor Requirements**

Item #	Criteria	Comply? Yes/No	Supporting Documentation or Statement of Compliance (Indicate where this information can be found)

			<b>within your bid)</b>
<b>1. Maintenance</b>	a.Must meet 4-hour response time within the Principle Period of Maintenance; and b.Must provide toll-free maintenance dispatch number		
<b>2. Training</b>	Must provide training to key operational users		
<b>3. Service personnel</b>	a.All service personnel must be trained and certified by the manufacturer to perform work on any equipment for which they provide service. The Contractor must ensure that all personnel assigned have knowledge of the terms and conditions of any resulting Contract and must certify compliance with the level of service required.  b.The Contractor must have a maintenance staff of not less than three (3) technicians that have been trained in the maintenance and repair of the equipment being acquired. At least two (2) technicians must be located in the National Capital Region and have one year experience on maintaining the equipment.  c.Contractor's personnel must be escorted by a Commissionaire of Statistics Canada employee at all times while on site.		
<b>4. Other</b>	The contractor must:  a.keep all documents and proprietary information confidential; b.return all materials belonging to Statistics Canada upon completion of the Contract; c.submit all written reports in hard copy or electronic Microsoft Office Word or e-mail with stakeholders, if necessary d.participate in teleconferences, as needed; e.attend meeting at Statistics Canada sites, if required		