

**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

Title - Sujet Production Printers	
Solicitation No. - N° de l'invitation U3410-153391/A	Date 2015-06-26
Client Reference No. - N° de référence du client U3410-153391	
GETS Reference No. - N° de référence de SEAG PW-\$VAN-580-7539	
File No. - N° de dossier VAN-5-38070 (580)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2015-08-10	Time Zone Fuseau horaire Pacific Daylight Saving Time PDT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Navarro-Ocampo, Maria	Buyer Id - Id de l'acheteur van580
Telephone No. - N° de téléphone (604) 775-9911 ()	FAX No. - N° de FAX (604) 775-7526
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF INDUSTRY CANADA PLACE DU PORTAGE, PHASE 1, 18TH FL. 50 VICTORIA ST Gatineau Quebec K1A0C9 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

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

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Buyer ID - Id de l'acheteur

van580

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Production Printers
Solicitation No. U3410-153391/A

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PART 1 - GENERAL INFORMATION

1.1 Introduction

The bid solicitation is divided into seven 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 – Statement of Work
- Annex B – Basis of Payment
- Annex C – Evaluation and Basis of Selection
- Annex D – Original Equipment Manufacturer (OME) Certification
- Annex E – Compatibility Testing

The Forms include:

Form A - Substantiation of Technical Compliance Form

1.2 Summary

The Competition Bureau, an independent law enforcement agency within Industry Canada, has a requirement for a 60 month lease of 3 production printers. This Contract is for the supply, delivery, and installation of the equipment, as well as the necessary training, in French and English, to allow users to access all of the required features of the equipment.

A total of 3 devices are required: 2 identical monochrome devices and 1 colour device which must meet the mandatory technical specifications detailed in Annex A.

The requirement is subject to the provisions of the North American Free Trade Agreement, the World Trade Organization Agreement on Government Procurement, Canada-Colombia Free Trade Agreement, Canada-Chile Free Trade Agreement, Canada-Panama Free Trade Agreement, Canada-Peru Free Trade Agreement, and the Agreement on Internal Trade.

1.3 Debriefings

After contract award, bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within fifteen 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

2.1 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) (<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: 60 days
Insert: 120 days

2.2 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.

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 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.

2.4 Applicable Laws

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

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

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

Section I: Technical Bid (2 hard copies)

Section II: Financial Bid (1 hard copy)

Section III: Certifications (1 hard copy)

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

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<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

- 3.1.1** Bidders must submit their financial bid in accordance with the Annex B - Basis of Payment. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) must be shown separately, if applicable.

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

3.1.2 Exchange Rate Fluctuation

C3011T (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

4.1 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.

4.1.1 Technical Evaluation

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

4.1.1.1 Clarification

If Canada seeks clarification or verification from the Bidder regarding its bid, the Bidder will have two 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 bid being declared non-responsive.

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

(a) 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.

(b) 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.

(c) The process is as follows:

(i) 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);

(ii) 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;

(iii) 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;

(iv) 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;

(v) 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

(vi) 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.

(d) 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.

4.1.2 Financial Evaluation

4.1.2.1 Mandatory Financial Criteria

SACC Manual Clause [A0220T](#) (2014-06-26), Evaluation of Price

Please refer to Annex C, and complete the Basis of Payment, Annex B.

4.2 Basis of Selection – Mandatory Technical Criteria

SACC Manual Clause [A0031T](#) (2010-08-16), Basis of Selection – Mandatory Technical Criteria

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.

5.1 Certifications Precedent to Contract Award

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

5.1.1 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](#) (2014-09-25). The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

5.1.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) 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.

5.1.3 Additional Certifications Precedent to Contract Award

5.1.3.1 Original Equipment Manufacturer (OEM) Certification

Bidders must submit the OEM certification at Annex D. If the equipment proposed by the Bidder originates with multiple OEMs, a separate OEM certification is required from each OEM.

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

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirements

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

PART 7 – RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

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

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

7.2.1 General Conditions

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

7.2.2 Supplemental General Conditions

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

4001 (2015-04-01) Hardware Purchase, Lease and Maintenance;
4003 (2010-08-16) Licensed Software; and
4004 (2013-04-25) Maintenance and Support Services for Licensed Software.

7.3 Security Requirements

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

7.4 Term of Contract

7.4.1 Period of the Contract

The period of the Contract is from date of Contract to _____ inclusive.
Insert upon Contract Award.

7.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two additional 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.

7.4.3 Delivery

The devices including all required accessories must be installed and configured within 21 days of contract award at the following location:

Address to be provided upon Contract Award.

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7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Maria Navarro-Ocampo
Title: Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch - Pacific Region
Address: 219 - 800 Burrard St.,
Vancouver, BC V6Z 0B9

Telephone: 604-775-9911
Facsimile: 604-775-7526
E-mail address: maria.navarro-ocampo@pwgsc.gc.ca

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

7.5.2 Project Authority

(The project authority will be named in the resulting contract.)

The Project Authority for the Contract is:

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: ____-____-_____
Facsimile: ____-____-_____
E-mail address: _____

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

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7.5.3 Contractor's Representative
(Please provide the following information)

The Contractor's Representative for the Contract is:

Name	
Title	
Company	
Address	
Telephone	
Facsimile	
Email address	

7.6 Payment

7.6.1 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.

7.6.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____
(To be completed at Contract Award) Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.6.3 T1204 – Direct Request by Customer Department

SACC Manual clause [A9117C](#) (2007-11-30) T1204 – Direct Request by Customer Department

7.7 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 6.5 "Authorities".

7.8 Certifications

7.8.1 Compliance

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

7.9 Applicable Laws

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

7.10 Priority of Documents

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

- a) the Articles of Agreement;
- b) the supplemental general conditions 4001 (2015-04-01) 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 (2014-09-25) General Conditions- Higher Complexity-Services;
- f) Annex A, Statement of Work;
- g) Annex B, Basis of Payment; and
- h) the Contractor's bid dated _____.

7.11 Insurance

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

7.12 SACC Manual Clauses

SACC Manual clause A9068C (2010-01-11) Government Site Regulations
SACC Manual clause B7500C (2006-06-16) Excess Goods
SACC Manual clause B1501C (2006-06-16) Electrical Equipment
SACC Manual clause D0018C (2007-11-30) Delivery and Unloading

7.13 MAINTENANCE SERVICES

7.13.1 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 7 Resulting Contract Clauses, Section 7.4.3 Delivery
4001 03 Delivery Date	Refer to Part 7 Resulting Contract Clauses, Section 7.4.3 Delivery
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	60 months
4001 16 Option to Extend Lease Period	The Contractor grants to Canada an irrevocable option to extend the Lease Period by two – 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 (ET) 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; (b) client's name, telephone number and location; (c) date and time of receipt of request for service; (d) dispatch date and time; (e) site arrival/departure date and time; (f) total down time; (g) reason for call; (h) equipment type and serial number; (i) action taken/service performed, including list of parts replaced/installed;

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	(j) technician's name and signature; and (k) remarks. 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 7.15.1 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 (2015-04-01) Supplemental General Conditions Hardware Purchase, Lease and Maintenance the following articles apply to the Contract:

7.14 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.

7.15 Service Response Time During the Principal Period of Maintenance

7.15.1 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 IRB to continue operations at minimum 80% capacity, except on written agreement by the Identified User.

Service Response Time measurements do not include Saturdays, Sundays or statutory holidays. Response time is calculated from the time the Contractor has been notified by the Identified User to the arrival of the contractors maintenance personnel on site. When the Total Unscheduled Equipment Outage (as per the definition in Article 7.16.3) exceeds four (4) hours, the client may claim a Remedy (as described in Article 7.16.2).

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

7.15.3 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.

7.16 Remedies Following Unacceptable Levels of Service

7.16.1 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.

7.16.2 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.

7.16.3 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.

7.16.4 Actual Remedies

7.16.4.1 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.

7.16.4.2 Failure to Repair Equipment

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

7.16.4.3 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:

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

7.16.4.4 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.

7.16.4.5 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.

7.16.5 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.

7.16.6 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.

7.17 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:

7.17.1 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 60 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 60 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.
3. where the original Commitment Period was 60 months and where the actual period of installation was less than 48 months, then the Adjusted Amount will be based on the rates associated with a 36 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 48 months using the Firm Monthly Rate for a 48 month Commitment Period or exceed the balance of the Firm Monthly Rate that would have been due had the lease not been terminated.

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4. where the original Commitment Period was 60 months and where the actual period of installation was less than 60 months, then the Adjusted Amount will be based on the rates associated with a 48 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 balance of the Firm Monthly Rate that would have been due had the Commitment Period not been terminated.

Lease Termination of Hardware during Extension Periods: Where an installed Hardware is in an optional lease extension period, Canada may terminate the lease by providing three (3) months written notice and no Termination Fees will apply. Where an installed Hardware is in an optional lease extension period, and Canada can show documented evidence of excessive downtime or reduction of functionality, the lease may be terminated with a minimum of thirty days notice and no Termination Fees will apply.

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

ANNEX A

STATEMENT OF WORK

The Competition Bureau, an independent law enforcement agency within Industry Canada has a requirement for the 60 month lease of 2 monochrome production printers and 1 colour production printer including workflow capability, with two optional 12 month lease extensions. This requirement is for the lease, delivery, and installation of the equipment as well as any training that would be necessary to allow users to access all of the required features of the equipment.

Lease term will include the provision of all preventative 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 production printers must be configured as described in the tables below, from A1 to A5.

A. Requirement

A1. Monochrome Production Printers

Each of the monochrome production printers must meet the following mandatory requirements:

A1.1	The printers must be identical in make and model to ensure ease of use and maintenance.
A1.2	The printers must print in monochrome
A1.3	The printers must have a touch screen interface at the printer console; the user interface must be the same for all printers (monochrome and colour) in order to manage jobs.
A1.4	The printers must be compatible with the colour printer to allow for seamless job transfers.
A1.5	The printers' manuals and interfaces must be available in English and French without the need to load different versions of software.
A1.6	The printers must be able to connect to a private network 10/100/1000 Mbps Ethernet LAN switch.
A1.7	The printers must be able to interface with TCP/IP network environment.
A1.8	The printers must be compatible with Windows server 2008 and Windows 7/8.
A1.9	The printers must have a minimum print engine resolution of 4800×600 or 2400×2400 dpi.
A1.10	Print speed for 8.5"×11" paper must be a minimum of 135 pages per minute.
A1.11	Print speed for 8.5"×14" paper must be a minimum of 80 pages per minute.
A1.12	Print speed for 12"×18" paper must be a minimum of 70 pages per minute.
A1.13	Input capacity for 8.5"×11" paper must be a minimum of 7,500 sheets.
A1.14	Automatic document feeder capacity must be a minimum of 250 sheets.
A1.15	The printers must be able to handle various paper sizes, weights and types: from 8.5"×11" to 12×18"; 20lb bond to 80lb cover; recycled; pre-cut tabs; labels; carbonless, coated and polyester-based paper.
A1.16	The printers must have the ability to print on 9×11 tabs programmed as ordered stock in banks of 5-8-10.
A1.17	The printers must be able to print Adobe PostScript Level 3, PDF and TIFF formats.
A1.18	The printers must have an integrated scanner with single-pass duplex scanning.
A1.19	Scan speed for 8.5"×11" paper at 600 dpi must be a minimum of 145 images per minute.
A1.20	The printers must be able to scan to email, USB and to folder in the following formats: TIFF, PDF, JPEG, and text searchable PDF.
A1.21	The printers must have book photocopying functionality.
A1.22	The printers must have a variable reduction down to 40% and a variable enlargement up to 200%.
A1.23	The printers must have a stapling capacity of a minimum of 100 sheets.

A1.24	The printers must have a finisher that can produce 25 sheet booklets.
A1.25	The printers must have a client based application to manage the printers remotely from a workstation.
A1.26	Operator must be able to submit a proof of a document without interrupting the job that is running. (Running job cycles down, proof prints, running job restart automatically where it was).
A1.27	The following attributes must be controlled at the virtual printer/queue level: job, page levels, as well as the paper type, size, weight and colour and the image shift and quality.
A1.28	Operators must be able to visually assemble a document based on multiple files, insert tabs, annotate the tabs with text, delete and add pages, as well as program paper stocks for each page.
A1.29	The printers must have the ability to share/split jobs among the 3 printers without recreating job ticketing.
A1.30	Must have imposition software that can be used in an automated manner.
A1.31	The printers must be able to adjust paper alignment profiles and colour uniformity correction in an automated manner without calling for service.
A1.32	The print solution must allow forwarding of jobs across all high production printers with job tickets to retain page exceptions (tabs, inserts, covers, image quality) imposition and finishing programming.
A1.33	MUST be able to insert pre-printed sheets post fusing for all high production printers.
A1.34	The printers must have the ability to automatically recover after a job with tabs jams. The device must automatically purge non-useable tabs and re-start job without operator intervention to re-order tabs in the trays.
A1.35	Any hazardous waste issues with respect to consumables for the equipment must be identified. Consumables packaging must be clearly labeled bilingual with proper application and use instructions.
A1.36	The printers must allow operators to perform basic tasks for self-maintenance (Toner cartridge, Waste Toner bottles, Imaging modules, Staple cartridges, etc.) with no tools required.
A1.37	The printers must provide meter readings and usage data for reporting in a delimited file format. For cost recovery purposes, the operator must have the ability to print out a report. The report must include at a minimum the following: job name, number of impressions per job, date received, date printed, submitter name, account number, automated workflow used, print operator name, start date and completion date, number of impressions duplex/simplex, number of impressions colour and monochrome, paper size, paper type, and weight, time to rip and job ID.
A1.38	In order to properly track all work being produced, the usage data file must be exportable to a file folder in an automated manner.
A1.39	Spare parts needed for general repair and maintenance such as cartridges, gears, toner, belts, etc. must be stored on-site in an area provided by the CB.
A1.40	The Contractor must log preventative and remedial maintenance requests and resolutions, including the following information at a minimum: initial call maintenance requests and resolutions; initial call time and date; response time and date; resolution time and date; and issue and resolution description. This log must be made available to the CB upon request.
A1.41	The Contractor must have a toner recycling program in place; either picking up used consumables bottles at no extra charge or providing pre-paid, postage return packaging with the consumable when it is originally delivered or available for download from the manufacturer's website.

A2. Colour Production Printer

The colour printer must meet following mandatory requirements:

A2.1	The printer must print in 8-bit colour.
A2.2	The printer must have a touch screen interface at the printer console for operator to use; the user interface must be the same for all printers (monochrome and colour) in order to manage jobs.
A2.3	The printer must be compatible with the monochrome printers to allow for seamless job transfers.
A2.4	The printer's manuals and interface must be available in English and French without the need to load different versions of software.
A2.5	The printer must be able to connect to a private network 10/100/1000 Mbps Ethernet LAN switch.
A2.6	The printer must be able to interface with TCP/IP network environment.
A2.7	The printer must be compatible with Windows server 2008 and Windows 7/8.
A2.8	The printer must have a minimum print engine resolution of 4800×600 or 2400×2400 dpi.
A2.9	Print speed for 8.5"×11" paper must be a minimum of 80 pages per minute.
A2.10	Print speed for 8.5"×14" paper must be a minimum of 45 pages per minute.
A2.11	Print speed for 12"×18" paper must be a minimum of 40 pages per minute.
A2.12	Input capacity for 8.5"×11" paper must be a minimum of 3,400 sheets.
A2.13	Automatic document feeder capacity must be a minimum of 250 sheets.
A2.14	The printer must be able to handle various paper sizes and weights: sizes from 8.5"×11" to 12×18"; 20lb bond to 300GSM (12pt coated stock); recycled; pre-cut tabs; labels; carbonless, coated and polyester-based paper.
A2.15	The printer must have the ability to print on 9×11 tabs programmed as ordered stock in banks of 5-8-10.
A2.16	The printer must be able to print Adobe PostScript Level 3, PDF and TIFF formats.
A2.17	The printer must have an integrated scanner with single-pass duplex scanning.
A2.18	Scan speed for 8.5"×11" paper at 600 dpi must be a minimum of 145 images per minute.
A2.19	Must be able to scan to email, USB and to folder in the following formats: TIFF, PDF, JPEG, and text searchable PDF.
A2.20	Must have book photocopying functionality.
A2.21	The printer must have a finisher that can produce 25 sheet booklets and minimum 100 sheets stapled.
A2.22	The printer must have a stapling capacity of a minimum of 100 sheets.
A2.23	The printer must have an inline stitcher capable of stitching at least 100 sheets of 20lb bond paper with corner stitch or two side stitches in portrait or landscape format.
A2.24	The printer must have a client based application to manage the printer remotely from a workstation.
A2.25	Operator must be able to submit a proof of a document without interrupting the job that is running. (Running job cycles down, proof prints, running job restart automatically where it was).
A2.26	The following attributes must be controlled at the virtual printer/queue level: job, page levels, as well as the paper type, size, weight and colour and the image shift and quality.
A2.27	The printer must be able to visually assemble a document based on multiple files, insert tabs, annotate the tabs with text, delete and add pages, as well as program paper stocks for each page.
A2.28	The printer must have the ability to share/split jobs among the 3 printers without recreating job ticketing.
A2.29	Must have imposition software that can be used in an automated manner.
A2.30	The printer must be able to do paper alignment profiles and colour uniformity correction in

	an automated manner without calling for service.
A2.31	The high production printers must have a variable reduction down to 40% and a variable enlargement up to 200%.
A2.32	The print solution must allow forwarding of jobs across all high production printers with job tickets to retain page exceptions (tabs, inserts, covers, image quality) imposition and finishing programming.
A2.33	The printer must be able to insert pre-printed sheets post fusing for all high production printers.
A2.34	The printer must have the ability to automatically recover after a job with tabs jams. The device must automatically purge non-useable tabs and re-start job without operator intervention to re-order tabs in the trays.
A2.35	Any hazardous waste issues with respect to consumables for the equipment must be identified. Consumables packaging must be clearly labeled bilingual with proper application and use instructions.
A2.36	The printer must allow operators to perform basic tasks for self-maintenance (Toner cartridge, Waste Toner bottles, Imaging modules, Staple cartridges, etc.) with no tools required.
A2.37	The printer must provide meter readings and usage data for reporting in a delimited file format. For cost recovery purposes, the operator must have the ability to print out a report. The report must include at minimum the following: Job name, number of impressions per job, date received, date printed, submitter name, account number, automated workflow used, print operator name, start date and completion date, number of impressions duplex/simplex, number of impressions colour and monochrome, paper size, paper type, and weight, time to rip and job ID.
A2.38	In order to properly track all work being produced, the usage data file must be exportable to a file folder in an automated manner.
A2.39	Spare parts needed for general repair and maintenance such as cartridges, gears, toner, belts, etc. must be stored on-site in an area provided by the CB.
A2.40	The Contractor must log preventative and remedial maintenance requests and resolutions, including the following information at a minimum: initial call maintenance requests and resolutions; initial call time and date; response time and date; resolution time and date; and issue and resolution description. This log must be made available to the CB upon request.
A2.41	The Contractor must have a toner recycling program in place; either picking up used consumables bottles at no extra charge or providing pre-paid, postage return packaging with the consumable when it is originally delivered or available for download from the manufacturer's website.

A3. Delivery and Installation Requirement

The following requirements must be met:

A3.1	The Contractor must be responsible for total equipment and workflow implementation at the install site at no additional charge to the CB. Implementation refers to delivery, installation and connection to appropriate CB devices/systems.
A3.2	The Contractor must unpack, assemble and install the proposed equipment. If applicable, this must include, but not be limited to the provision of required moving and installation resources such as packing materials, personnel and floor protection panels.
A3.3	The Contractor must supply all associated materials required in order to complete installation at the site including all the required power connectors, cables and any

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	other accessories required.
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A4. Maintenance Requirement

The following requirements must be met:

A4.1	The Contractor must certify in writing that the assigned technician(s) will be able to provide maintenance and service for the leased equipment.
A4.2	The Contractor must accept prime responsibility for diagnosis and resolution of all hardware or software problems.
A4.3	The Contractor must act as the prime contact for hardware and software, and provide a single point of contact for maintenance support services and problem reporting.
A4.4	The replacement parts (not kept on-site as per A1.39 and A2.39) must be available and delivered within 24 hours of the determination of their need.

A5. Software Requirement

The following requirements must be met:

A5.1	All software required to operate equipment and all related costs must be included
A5.2	All software upgrades and installations must be coordinated with the CB contact.
A5.3	All software must be provided on the basis of a perpetual lease for as long as the CB is leasing the equipment.
A5.4	Software re-installation and configuration must be included in the maintenance cost; no additional cost will be allowed.

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ANNEX B

BASIS OF PAYMENT

B1. MONOCHROME PRODUCTION PRINTERS

For the lease, delivery, configuration and installation of two monochrome production printers the Contractor will be paid the following firm rates:

Monochrome Production Printer: _____ (*insert device model*)

Equipment Offered List the mainframe and all added optional equipment required to meet the Specifications as detailed in Annex A.	Part Number	FIRM MONTHLY RATES (FMR)				Optional Periods	
		24 months	36 months	48 months	60 months	Option 1 12 months	Option 2 12 Months
Base Unit Model Name:		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$
TOTAL FMR		\$	\$	\$	\$	\$	\$

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

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B2. COLOUR PRODUCTION PRINTER

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

Colour Production Printer: _____ (insert device model)

		FIRM MONTHLY RATES (FMR)					Optional Periods	
		24 months	36 months	48 months	60 months	Option 1 12 months	Option 2 12 Months	
Equipment Offered List the mainframe and all added optional equipment required to meet the Specifications as detailed in Annex A.	Part Number							
Base Unit Model Name:		\$	\$	\$	\$	\$	\$	
		\$	\$	\$	\$	\$	\$	
		\$	\$	\$	\$	\$	\$	
		\$	\$	\$	\$	\$	\$	
		\$	\$	\$	\$	\$	\$	
		\$	\$	\$	\$	\$	\$	
		\$	\$	\$	\$	\$	\$	
		\$	\$	\$	\$	\$	\$	
TOTAL FMR		\$	\$	\$	\$	\$	\$	

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

B3. Cost Per Copy/Print (CPC)

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)
Monochrome Cost per Copy/Print (CPC) (Estimated usage* is 100,000 copies per month)	\$ _____	\$ _____	\$ _____

	Cost per Copy/print (Initial lease period)	Cost per Copy/print (Option Year 1)	Cost per Copy/print (Option Year 2)
Colour Cost per Copy/Print (CPC) (Estimated usage* is 25,000 copies per month)	\$ _____	\$ _____	\$ _____

	Cost per Copy/print (Initial lease period)	Cost per Copy/print (Option Year 1)	Cost per Copy/print (Option Year 2)
Monochrome Cost per Copy/Print (CPC) for Colour device (Estimated usage* is 5,000 copies per month)	\$ _____	\$ _____	\$ _____

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

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

All prices must be inclusive of any Provincial Electronics Disposal Surcharges.

ANNEX C

EVALUATION CRITERIA & METHOD OF SELECTION

C1. TECHNICAL EVALUATION

Bidders are requested to submit a completed Form A - Substantiation of Technical Compliance.

Bidders must demonstrate how they meet each criteria specified in Form A.

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

C2. FINANCIAL EVALUATION

Bidders must submit a completed Annex B.

Each lease period specified in Annex B is multiplied by a factor of 0.25. While Canada aims to issue a contract with a 60 month lease period, Canada reserves the right to issue the initial contract for a shorter lease period (24, 36, or 48 months) if the rate for the shorter lease period is more financially advantageous than the 60 month lease period.

C2.1 Monochrome Production Printers	
FMR 60 months × 60 months × 0.25	\$
FMR 48 months × 48 months × 0.25	\$
FMR 36 months × 36 months × 0.25	\$
FMR 24 months × 24 months × 0.25	\$
FMR Option 1 × Additional 12 months	\$
FMR Option 2 × Additional 12 months	\$
Monochrome CPC initial lease period × 100,000 pages/month × 60 months	\$
Monochrome CPC option years × 100,000 pages/month × 12 months	\$
Monochrome CPC option years × 100,000 pages/month × 12 months	\$

C2.2 Colour Production Printer	
FMR 60 months × 60 months × 0.25	\$
FMR 48 months × 48 months × 0.25	\$
FMR 36 months × 36 months × 0.25	\$
FMR 24 months × 24 months × 0.25	\$
FMR Option 1 × Additional 12 months	\$
FMR Option 2 × Additional 12 months	\$
Colour CPC initial lease period × 25,000 pages/month × 60 months	\$
Colour CPC option years × 25,000 pages/month × 12 months	\$

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U3410-153391/A
Client Ref. No. - N° de réf. du client
U3410-153391

Amd. No. - N° de la modif.
File No. - N° du dossier
VAN-5-38070

Buyer ID - Id de l'acheteur
VAN580
CCC No./N° CCC - FMS No./N° VME

Colour CPC option years × 25,000 pages/month × 12 months	\$
Monochrome CPC initial lease period × 5,000 pages/month × 60 months	\$
Monochrome CPC option years × 5,000 pages/month × 12 months	\$
Monochrome CPC option years × 5,000 pages/month × 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 TOTAL EVALUATED PRICE will be recommended for award of a contract.

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U3410-153391

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VAN-5-38070

Buyer ID - Id de l'acheteur
VAN580
CCC No./N° CCC - FMS No./N° VME

ANNEX D

Original Equipment Manufacturer (OME) 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	U3410-153391/A
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	U3410-153391/A
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).

Annex E

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 Canada prior to the award of Contract to determine whether the proposed printer will meet Canada's requirements.

To complete these tests, the contractor must make the test printer available for testing in the **National Capital 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 Competition Bureau's environment with Competition Bureau'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 Canada, the test printer may be considered as the unit of sale.

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FORM A

SUBSTANTIATION OF TECHNICAL COMPLIANCE FORM

EQUIPMENT REQUIREMENT

The printers must meet the following mandatory requirements:

A1. Monochrome Production Printers: _____ (insert model name)

MANDATORY CRITERIA

A1.	Monochrome Printer Specifications	Comply (Yes/No)	Substantiation	Reference
A1.1	The printers must be identical in make and model to ensure ease of use and maintenance	Y/N	Simply repeating the statement contained in the bid solicitation is not sufficient. Bidders please describe how the devices meet the mandatory criteria.	Bidders please clearly indicate where supporting documentation can be found in the bid.
A1.2	The printers must print in monochrome.	Y/N		
A1.3	The printers must have a touch screen interface at the printer console; the user interface must be the same for all printers (monochrome and colour) in order to manage jobs.	Y/N		
A1.4	The printers must be compatible with the colour printer to allow for seamless job transfers.	Y/N		
A1.5	The printers' manuals and interfaces must be available in English and French without the need to load	Y/N		

	different versions of software.			
A1.6	The printers must be able to connect to a private network 10/100/1000 Mbps Ethernet LAN switch.	Y/N		
A1.7	The printers must be able to interface with TCP/IP network environment.	Y/N		
A1.8	The printers must be compatible with Windows server 2008 and Windows 7/8.	Y/N		
A1.9	The printers must have a minimum print engine resolution of 4800×600 or 2400×2400 dpi.	Y/N		
A1.10	Print speed for 8.5"×11" paper must be a minimum of 135 pages per minute.	Y/N		
A1.11	Print speed for 8.5"×14" paper must be a minimum of 80 pages per minute.	Y/N		
A1.12	Print speed for 12"×18" paper must be a minimum of 70 pages per minute.	Y/N		
A1.13	Input capacity for 8.5"×11" paper must be a minimum of 7,500 sheets.	Y/N		
A1.14	Automatic document feeder capacity must be a minimum of 250 sheets.	Y/N		
A1.15	The printers must be able to handle various paper sizes, weights and types: from 8.5"×11" to 12×18"; 20lb bond to 80lb cover; recycled; pre-cut tabs; labels; carbonless, coated and polyester-based paper.	Y/N		
A1.16	The printers must have the ability to print on 9×11 tabs programmed as ordered stock in banks of 5-8-10.	Y/N		
A1.17	The printers must be able to print Adobe PostScript Level 3, PDF and TIFF formats.	Y/N		
A1.18	The printers must have an integrated scanner with single-pass duplex	Y/N		

	scanning.			
A1.19	Scan speed for 8.5"x11" paper at 600 dpi must be a minimum of 145 images per minute.	Y/N		
A1.20	The printers must be able to scan to email, USB and to folder in the following formats: TIFF, PDF, JPEG, and text searchable PDF.	Y/N		
A1.21	The printers must have book photocopying functionality.	Y/N		
A1.22	The printers must have a variable reduction down to 40% and a variable enlargement up to 200%.	Y/N		
A1.23	The printers must have a stapling capacity of a minimum of 100 sheets.	Y/N		
A1.24	The printers must have a finisher that can produce 25 sheet booklets.	Y/N		
A1.25	The printers must have a client based application to manage the printers remotely from a workstation.	Y/N		
A1.26	Operator must be able to submit a proof of a document without interrupting the job that is running. (Running job cycles down, proof prints, running job restart automatically where it was).	Y/N		
A1.27	The following attributes must be controlled at the virtual printer/queue level: job, page levels, as well as the paper type, size, weight and colour and the image shift and quality.	Y/N		
A1.28	Operators must be able to visually assemble a document based on multiple files, insert tabs, annotate the tabs with text, delete and add pages, as well as program paper stocks for	Y/N		

	each page.			
A1.29	The printers must have the ability to share/split jobs among the 3 printers without recreating job ticketing.	Y/N		
A1.30	Must have imposition software that can be used in an automated manner.	Y/N		
A1.31	The printers must be able to adjust paper alignment profiles and colour uniformity correction in an automated manner without calling for service.	Y/N		
A1.32	The print solution must allow forwarding of jobs across all high production printers with job tickets to retain page exceptions (tabs, inserts, covers, image quality) imposition and finishing programming.	Y/N		
A1.33	Must be able to insert pre-printed sheets post fusing for all high production printers.	Y/N		
A1.34	The printers must have the ability to automatically recover after a job with tabs jams. The device must automatically purge non-useable tabs and re-start job without operator intervention to re-order tabs in the trays.	Y/N		
A1.35	Any hazardous waste issues with respect to consumables for the equipment must be identified. Consumables packaging must be clearly labeled bilingual with proper application and use instructions.	Y/N		
A1.36	The printers must allow operators to perform basic tasks for self-maintenance (Toner cartridge, Waste Toner bottles, Imaging modules, Staple	Y/N		

	cartridges, etc.) with no tools required.			
A1.37	The printers must provide meter readings and usage data for reporting in a delimited file format. For cost recovery purposes, the operator must have the ability to print out a report. The report must include at a minimum the following: job name, number of impressions per job, date received, date printed, submitter name, account number, automated workflow used, print operator name, start date and completion date, number of impressions duplex/simplex, number of impressions colour and monochrome, paper size, paper type, and weight, time to rip and job ID.	Y/N		
A1.38	In order to properly track all work being produced, the usage data file must be exportable to a file folder in an automated manner.	Y/N		
A1.39	Spare parts needed for general repair and maintenance such as cartridges, gears, toner, belts, etc. must be stored on-site in an area provided by the CB.	Y/N		
A1.40	The Contractor must log preventative and remedial maintenance requests and resolutions, including the following information at a minimum: initial call maintenance requests and resolutions; initial call time and date; response time and date; resolution time and date; and issue and resolution description. This log must be made available to the CB upon request.	Y/N		
A1.41	The Contractor must have a toner recycling program in place; either	Y/N		

	picking up used consumables bottles at no extra charge or providing pre-paid, postage return packaging with the consumable when it is originally delivered or available for download from the manufacturer's website.			
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A2. Colour Production Printer: _____ (insert model name)

A2.	Colour Printer Specifications	Comply (Yes/No)	Substantiation	Reference
A2.1	The printer must print in 8-bit colour.	Y/N		Bidders please clearly indicate where supporting documentation can be found in the bid.
A2.2	The printer must have a touch screen interface at the printer console for operator to use; the user interface must be the same for all printers (monochrome and colour) in order to manage jobs.	Y/N		
A2.3	The printer must be compatible with the monochrome printers to allow for seamless job transfers.	Y/N		
A2.4	The printer's manuals and interface must be available in English and French without the need to load different versions of software.	Y/N		
A2.5	The printer must be able to connect to a private network 10/100/1000 Mbps Ethernet LAN switch.	Y/N		
A2.6	The printer must be able to interface with TCP/IP network environment.	Y/N		
A2.7	The printer must be compatible with Windows server 2008 and Windows	Y/N		

	7/8.			
A2.8	The printer must have a minimum print engine resolution of 4800×600 or 2400×2400 dpi.	Y/N		
A2.9	Print speed for 8.5"×11" paper must be a minimum of 80 pages per minute.	Y/N		
A2.10	Print speed for 8.5"×14" paper must be a minimum of 45 pages per minute.	Y/N		
A2.11	Print speed for 12"×18" paper must be a minimum of 40 pages per minute.	Y/N		
A2.12	Input capacity for 8.5"×11" paper must be a minimum of 3,400 sheets.	Y/N		
A2.13	Automatic document feeder capacity must be a minimum of 250 sheets.	Y/N		
A2.14	The printer must be able to handle various paper sizes and weights: sizes from 8.5"×11" to 12×18"; 20lb bond to 300GSM (12pt coated stock); recycled; pre-cut tabs; labels; carbonless, coated and polyester-based paper.	Y/N		
A2.15	The printer must have the ability to print on 9×11 tabs programmed as ordered stock in banks of 5-8-10.	Y/N		
A2.16	The printer must be able to print Adobe PostScript Level 3, PDF and TIFF formats.	Y/N		
A2.17	The printer must have an integrated scanner with single-pass duplex scanning.	Y/N		
A2.18	Scan speed for 8.5"×11" paper at 600 dpi must be a minimum of 145 images per minute.	Y/N		
A2.19	Must be able to scan to email, USB and to folder in the following formats: TIFF, PDF, JPEG, and text searchable PDF.	Y/N		
A2.20	Must have book photocopying	Y/N		

	functionality.			
A2.21	The printer must have a finisher that can produce 25 sheet booklets and minimum 100 sheets stapled.	Y/N		
A2.22	The printer must have a stapling capacity of a minimum of 100 sheets.	Y/N		
A2.23	The printer must have an inline stitcher capable of stitching at least 100 sheets of 20lb bond paper with corner stitch or two side stitches in portrait or landscape format.	Y/N		
A2.24	The printer must have a client based application to manage the printer remotely from a workstation.	Y/N		
A2.25	Operator must be able to submit a proof of a document without interrupting the job that is running. (Running job cycles down, proof prints, running job restart automatically where it was).	Y/N		
A2.26	The following attributes must be controlled at the virtual printer/queue level: job, page levels, as well as the paper type, size, weight and colour and the image shift and quality.	Y/N		
A2.27	The printer must be able to visually assemble a document based on multiple files, insert tabs, annotate the tabs with text, delete and add pages, as well as program paper stocks for each page.	Y/N		
A2.28	The printer must have the ability to share/split jobs among the 3 printers without recreating job ticketing.	Y/N		
A2.29	Must have imposition software that can be used in an automated manner.	Y/N		
A2.30	The printer must be able to do paper	Y/N		

	alignment profiles and colour uniformity correction in an automated manner without calling for service.			
A2.31	The high production printers must have a variable reduction down to 40% and a variable enlargement up to 200%.	Y/N		
A2.32	The print solution must allow forwarding of jobs across all high production printers with job tickets to retain page exceptions (tabs, inserts, covers, image quality) imposition and finishing programming.	Y/N		
A2.33	The printer must be able to insert pre-printed sheets post fusing for all high production printers.	Y/N		
A2.34	The printer must have the ability to automatically recover after a job with tabs jams. The device must automatically purge non-useable tabs and re-start job without operator intervention to re-order tabs in the trays.	Y/N		
A2.35	Any hazardous waste issues with respect to consumables for the equipment must be identified. Consumables packaging must be clearly labeled bilingual with proper application and use instructions.	Y/N		
A2.36	The printer must allow operators to perform basic tasks for self-maintenance (Toner cartridge, Waste Toner bottles, Imaging modules, Staple cartridges, etc.) with no tools required.	Y/N		
A2.37	The printer must provide meter readings and usage data for reporting in a delimited file format. For cost recovery purposes, the operator must have the ability to print out a report. The	Y/N		

	report must include at minimum the following: Job name, number of impressions per job, date received, date printed, submitter name, account number, automated workflow used, print operator name, start date and completion date, number of impressions duplex/simplex, number of impressions colour and monochrome, paper size, paper type, and weight, time to rip and job ID.			
A2.38	In order to properly track all work being produced, the usage data file must be exportable to a file folder in an automated manner.	Y/N		
A2.39	Spare parts needed for general repair and maintenance such as cartridges, gears, toner, belts, etc. must be stored on-site in an area provided by the CB.	Y/N		
A2.40	The Contractor must log preventative and remedial maintenance requests and resolutions, including the following information at a minimum: initial call maintenance requests and resolutions; initial call time and date; response time and date; resolution time and date; and issue and resolution description. This log must be made available to the CB upon request.	Y/N		
A2.41	The Contractor must have a toner recycling program in place; either picking up used consumables bottles at no extra charge or providing pre-paid, postage return packaging with the consumable when it is originally delivered or available for download from the manufacturer's website.	Y/N		

A3.	Delivery and Installation Requirement	Comply (Yes/No)	Substantiation	Reference
A3.1	The Contractor must be responsible for total equipment and workflow implementation at the install site at no additional charge to the CB. Implementation refers to delivery, installation and connection to appropriate CB devices/systems	Y/N	Simply repeating the statement contained in the bid solicitation is not sufficient. Bidders please describe how the following mandatory criteria will be met.	Bidders please clearly indicate where supporting documentation can be found in the bid.
A3.2	The Contractor must unpack, assemble and install the proposed equipment. If applicable, this must include, but not be limited to the provision of required moving and installation resources such as packing materials, personnel and floor protection panels.	Y/N		
A3.3	The Contractor must supply all associated materials required in order to complete installation at the site including all the required power connectors, cables and any other accessories required.	Y/N		

A4.	Maintenance Requirement	Comply (Yes/No)	Substantiation	Reference
A4.1	The Contractor must certify in writing that the assigned technician(s) will be able to provide maintenance and service for the leased equipment.	Y/N	Simply repeating the statement contained in the bid solicitation is not sufficient. Bidders please describe how the following mandatory criteria will be met.	Bidders please clearly indicate where supporting documentation can be found in the bid.
A4.2	The Contractor must accept prime responsibility for diagnosis and resolution of all hardware or software problems.	Y/N		
A4.3	The Contractor must act as the prime Contractor for hardware and software and provide a single point of contact for maintenance support services and problem reporting.	Y/N		
A4.4	The replacement parts (not kept on-site as per A1.39 and A2.39) must be available and delivered within 24 hours of the determination of their need.	Y/N		

A5.	Software Requirement	Comply (Yes/No)	Substantiation	Reference
A5.1	All software required to operate equipment and all related costs must be included.	Y/N	Simply repeating the statement contained in the bid solicitation is not sufficient. Bidders please describe how the following mandatory criteria will be met.	Bidders please clearly indicate where supporting documentation can be found in the bid.
A5.2	All software upgrades and installations must be coordinated with the CB contact.	Y/N		

A5.3	All software must be provided on the basis of a perpetual lease for as long as the CB is leasing the equipment.	Y/N	
A5.4	Software re-installation and configuration must be included in the maintenance cost; no additional cost will be allowed.	Y/N	