



**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
Public Works and Government Services / Travaux  
publics et services gouvernementaux  
Kingston Procurement  
Des Acquisitions Kingston  
86 Clarence Street, 2nd floor  
Kingston  
Ontario  
K7L 1X3  
Bid Fax: (613) 545-8067

**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**

Incoterms 2000 "DDP Delivery Duty Paid", Kingston, Ontario

<b>Title - Sujet</b> Book Scanner	
<b>Solicitation No. - N° de l'invitation</b> W3915-160057/A	<b>Date</b> 2015-12-04
<b>Client Reference No. - N° de référence du client</b> W3915-16-0057	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$KIN-535-6751	
<b>File No. - N° de dossier</b> KIN-5-44151 (535)	<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 2016-01-18</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Standard Time EST
<b>F.O.B. - F.A.B.</b> Specified Herein - Précisé dans les présentes <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input checked="" type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Carriere, Nancy	<b>Buyer Id - Id de l'acheteur</b> kin535
<b>Telephone No. - N° de téléphone</b> (613) 545-8764 ( )	<b>FAX No. - N° de FAX</b> (613) 545-8067
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE FORT FRONTENAC LIBRARY 317 ONTARIO ST KINGSTON Ontario K7K7B4 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 / Travaux publics  
et services gouvernementaux  
Kingston Procurement  
Des Acquisitions Kingston  
86 Clarence Street, 2nd floor  
Kingston  
Ontario  
K7L 1X3

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

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Requirement**

The Department of National Defence, Fort Frontenac Library, located at CFB Kingston, Kingston, Ontario has a requirement for the supply, delivery, installation and training of one (1) Book Scanner. The requirement also includes a five (5) year warranty and on-site maintenance.

### **1.2 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 from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

### **1.3 Trade Agreements**

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

## **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>) 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 (2015-07-03) 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: 90 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 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.

### **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 Ontario.

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

## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **3.1 Bid Preparation Instructions**

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

Section I: Financial Bid (one (1) hard copy)

Section II: Certifications (one (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: Financial Bid**

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

##### **3.1.1 Exchange Rate Fluctuation**

[C3011T](#) (2013-11-06), Exchange Rate Fluctuation

#### **Section II: 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 Financial Evaluation**

The Bidder must provide firm unit pricing in Canadian currency for all items in Annex B entitled "Basis of Payment". The Bidder's pricing must not be indexed to any currency exchange rates or commercial index. The format of the Pricing Basis must not be altered.

The price of the bid will be evaluated in Canadian dollars, the Harmonized Sales Tax excluded, Delivered Duty Paid, Canadian Customs Duties and Excise Taxes included.

The Bidder's Firm Unit Price will be multiplied by the quantity to calculate the extended Firm Unit Pricing.

### **4.2 Basis of Selection**

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

## **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

Bidders must provide the required certifications and additional 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 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 will render the bid non-responsive or constitute a default under the Contract.

### **5.1 Certifications Required with the Bid**

Bidders must submit the following duly completed certifications as part of their bid.

#### **5.1.1 Declaration of Convicted Offences**

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Bidder must provide with its bid, a completed [Declaration Form](http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html>), to be given further consideration in the procurement process.

### **5.2 Certifications Precedent to Contract Award and Additional Information**

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information 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 provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

#### **5.2.1 Integrity Provisions – List of Names**

Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder.

Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).

Bidders bidding as societies, firms or partnerships do not need to provide lists of names.

#### **5.2.2 Federal Contractors Program for Employment Equity - Bid Certification**

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

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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.

## 5.2.3 Additional Certifications Precedent to Contract Award

### 5.2.3.1 Original Equipment Manufacturer (OEM) Certification

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

<b>OEM Certification – Bidder is the OEM of Products Bid</b>	
<b>On behalf of the Bidder, I certify that the Bidder is itself the OEM of the products being offered in response to the Solicitation identified below.</b>	
Solicitation Number	W3915-160057/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.

<b>OEM Certification – Bidder is not the OEM of Products Bid</b>	
<b>The OEM identified below authorizes the Bidder named below to provide its products and provide warranty service in relation to those products under the Contract issued as a result of the Solicitation identified below.</b>	
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	W3915-160057/A
Name of Bidder	

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If this Certification is limited to specific products or specific services, please provide details	
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**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 names (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.

### 6.1 Security Requirements

6.1.1 There is no security requirement applicable to this Contract.

### 6.2 Requirement

The Requirement is detailed under Annex A.

### 6.3 Standard Clauses and Conditions

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

#### 6.3.1 General Conditions

2010A (2015-09-03), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

#### 6.3.2 Supplemental General Conditions

- (a) 4003 (2010-08-16), Licensed Software;
- (b) 4001 (2015-04-01), Hardware Purchase, Lease and Maintenance

apply to and form part of the Contract.

##### 6.3.2.1 With respect to the Provisions of Supplemental General Conditions 4001:

Part II – 7 Contractor must deliver hardware documentation	Yes
Part II – 7 Hardware documentation must include maintenance documentation	No
Part II – 8 Level of Service	Contractor must ensure 95% availability in a normal user month. No reports are required.
Part 11 – 12. Hardware is part of a system	Yes
Part III – 14. Warranty for Purchased Hardware	5 year warranty period
Part V – Applies to the Contract. Additional Conditions Maintenance	Yes. Hardware maintenance period is five (5) years.
Part V – 26. Class of Maintenance Service	On-site maintenance service.

## 6.4 Term of Contract

### 6.4.1 Delivery Date

All the deliverables must be received on or before 31 March 2016.

### 6.4.2 Shipping Instructions – FOB Destination and DDP

Incoterms 2000 “DDP Delivery Duty Paid”, Kingston, Ontario

## 6.5 Authorities

### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Nancy Carrière  
Title: Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
Address: 86 Clarence Street, Kingston, Ontario  
K7L 1X3  
Telephone: 613-545-8764  
Cell Telephone: 613-286-5423  
Facsimile: 613-545-8067  
E-mail address: Nancy.Carriere@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.

### 6.5.2 Project Authority

The Project Authority for the Contract is: **(to be completed by Canada at the time of contract award)**

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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### 6.5.3 Contractor's Representative (to be completed by the Bidder)

#### General enquiries:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

#### Delivery follow-up:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

### 6.6 Payment

#### 6.6.1 Basis of Payment- Firm Price, Firm Unit Price(s) or Firm Lot Price(s)

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm lot price, as specified in Annex B for a cost of \$ \_\_\_\_\_ (**insert the amount at contract award**). Customs duties are included and 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.

#### 6.6.2 Limitation of Price

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

#### 6.6.3 Single Payment

SACC Manual clause [H1000C](#) (2008-01-12) Limitation of Price

### 6.7 Invoicing Instructions

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.

### 6.8 Certifications

#### 6.8.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing additional 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 additional information, or if it is determined that any certification made by

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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.

## **6.9 Applicable Laws**

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

## **6.10 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 4003 (2010-08-16) Licenses Software;
- (c) 4001 (2015-04-01), Hardware Purchase, Lease and Maintenance
- (d) the general conditions 2010A (2015-09-03 ), Goods (Medium Complexity), apply to and form part of the Contract;
- (e) Annex A, Requirement
- (f) Annex B, Basis of Payment;
- (g) the Contractor's bid dated \_\_\_\_\_ (*insert date of bid*)

## **6.11 SACC Manual Clauses**

SACC Manual clause G1005C (2008-05-12) Insurance  
SACC Manual clause B1501C (2012-07-16) Electrical Equipment  
SACC Manual clause B7500C (2006-06-16) Excess Goods

## **6.12 Inspection and Acceptance**

The Project Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

## **ANNEX "A"**

### **REQUIREMENT**

#### **A1. Summary**

The Department of National Defence, Fort Frontenac Library, located at CFB Kingston, Kingston, Ontario has a requirement for the supply, delivery, installation and training of one (1) Book Scanner. The requirement also includes a five (5) year warranty and on-site maintenance.

The Contractor must supply a book scanner with the following:

#### **A2. Minimum Mandatory Technical Specifications:**

- A2.1 Standalone System (not networked)
- A2.2 The overhead scanner must be able to scan at a minimum of 40 megapixel sensor and at minimum of 400 DPI.
- A2.3 Must have a V-shaped book cradle layout.
- A2.4 At a minimum the scanner must be able to output the following file formats: JPEG, TIFF and PDF.
- A2.5 The scanner must have a minimum USB 2.0II interface.
- A2.6 The scanner must be able to automatically compensate for page curvature.
- A2.7 The scanning, imaging and saving time must be seven (7) seconds or less.
- A2.8 The scanner must be able to work with books or documents of 18" x 24" with a spine approx. 4 ½ inches or 12 centimeters.
- A2.9 The scanner must have a minimum colour output of 24 bit and must be able to accurately reproduce the colours depicted in the original document without post-processing correction on the digital file.
- A2.10 The scanner must not radiate any UV or IR light.
- A2.11 The scanner must have the ability to automatically focus on pages.
- A2.12 The scanner must be non-damaging to publications.
- A2.13 The scanner must be user-friendly in that a person without training can use it to scan and save documents easily.

#### **A3. Mandatory Service Requirements:**

- A3.1 The cost must include supply, delivery, installation and training of the book scanner to the following address:

Fort Frontenac Library  
317 Ontario Street  
Kingston, Ontario  
K7K 7B4

- A3.2 The cost must include training of four (4) hours or more and demonstration of the product.
- A3.3 The scanner must have a minimum of five (5) year warranty including five (5) year on-site maintenance which includes: support, maintenance on all equipment, including software or hardware upgrades and updates. On-site support must be available within 48 hours of notification.

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A3.4 Manuals or documentation must be for the operation of the scanner and must be available in the English language. Manuals and documentation must be hardcopy.

A3.5 Remote troubleshooting services must be available during regular business hours (0800 to 1600 hrs, est) from Monday to Friday (excluding statutory holidays).

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KIN-5-44151

Buyer ID - Id de l'acheteur  
KIN535  
CCC No./N° CCC - FMS No./N° VME

**ANNEX "B"**

**BASIS OF PAYMENT**

Firm lot prices, all inclusive, in Canadian Funds, Incoterms 2000 Delivered Duty Paid "DDP" to Fort Frontenac Library, 317 Ontario Street, Kingston, Ontario, K7K 7B4. Pricing is to include supply, delivery, installation, software, warranty and training of one (1) Book Scanner as listed below.

**Firm Requirement:**

Item	Description	Quantity	Firm Lot Price
1.0	Book Scanner as per minimum mandatory technical specifications located in Annex A, Requirement.  Firm lot price must include 5 Year Warranty and On-site maintenance  <i>Make and Model Number of Scanner:</i> _____	1	\$ _____
	Total Cost (not including taxes)		\$ _____
	Taxes (shown separately)		\$ _____
	Grand Total		\$ _____