

RETURN BID TO/ RETOURNER LES SOUMISSIONS À :

itservices.aaci@international.gc.ca

Ministère des Affaires mondiales Canada
Department of Global Affairs Canada

**Request for Proposal
Demande de proposition**

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 here to, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

Proposition à: Ministère des Affaires mondiales 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 appendices ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments — Commentaires :

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT — LE PRÉSENT DOCUMENT COMPORTE UNE EXIGENCE EN MATIÈRE DE SÉCURITÉ

Issuing Office – Bureau de distribution

200 promenade du Portage, Gatineau, QC K1A 0G4

Affaires mondiales Canada | Global Affairs Canada

Gouvernement du Canada | Government of Canada

Title — Sujet: Japan Photocopier Lease and Printing Embassy of Canada, Tokyo., Japan	
Solicitation No. — N° de l'invitation 15-95879	Date: 02/02/2016

Solicitation Closes — L'invitation prend fin	Time Zone — Fuseau horaire
At /à: 11 :00 AM On/ le : 14/03/2016	Eastern Standard Time.

F.O.B. — F.A.B.
Plant-Usine: **Destination:** **Other — Autre:**

Address Enquiries to — Adresser toutes questions à:
Emilie.hamelin-boileau@international.gc.ca

Telephone No. – No de téléphone: 343-203-1303	FAX No. – No de télécopieur : N/A
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Destination - of Goods and or Services:
Destination – des biens et ou services :

Foreign Affairs, Trade and Development Canada (DFATD)
Affaires étrangères, du Commerce et du Développement Canada (MAECD)

Instructions: See Herein — Voir aux présentes

Delivery Required — Livraison exigée See herein — voir aux présentes	Delivery Offered — Livraison proposée
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Vendor/Firm Name and Address — Raison sociale et adresse du fournisseur/de l'entrepreneur:

Telephone No. – No de téléphone:	FAX No. – No de télécopieur :
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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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TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

- 1.1 Introduction
- 1.2 Summary
- 1.3 Debriefings

PART 2 - BIDDER INSTRUCTIONS

- 2.1 Standard Instructions, Clauses and Conditions
- 2.2 Submission of Bids
- 2.3 Enquiries - Bid Solicitation
- 2.4 Applicable Laws
- 2.5 Improvement of Requirement During Solicitation Period

PART 3 - BID PREPARATION INSTRUCTIONS

- 3.1. Bid Preparation Instructions
- 3.2 Section 1: Technical Bid
- 3.3 Section 2: Financial Bid
- 3.4. Section 3: Certifications

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

- 4.1 Evaluation Procedures
- 4.2 Technical Evaluation
- 4.3 Financial Evaluation
- 4.4 Basis of selection- Cost per point

PART 5 - CERTIFICATION

- 5.1 Certifications Required Precedent to Contract Award

PART 6 - SECURITY, FINANCIAL, AND OTHER REQUIREMENTS

PART 7 - RESULTING CONTRACT CLAUSES

- 7.1. Requirement
- 7.2 Standard Clauses and Conditions
- 7.3 Supplemental Condition
- 7.4 General Conditions
- 7.5 Term of Contract
- 7.6 Authorities
- 7.7 Payment
- 7.8 Invoicing Instructions
- 7.9 Applicable Laws
- 7.10 Priority of Documents

List of Annexes:

- Annex A Statement of Work
- Annex B Basis of Payment
- Annex C Certification
- Annex D Evaluation Criteria
- Annex E Insurance requirements
- Annex F Criteria Evaluation Form

**BID SOLICITATION / Japan Photocopier Lease and Printing Embassy of Canada Tokyo., Japan
FOR
GOVERNMENT OF CANADA**

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, if applicable, and the basis of selection;
- Part 5 Certification;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by bidders;
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting Contract.

The annexes include the Statement of Work and the following:

Annex A	Statement of Work
Annex B	Pricing Tables
Annex C	Certification
Annex D	Evaluation Criteria

1.2 Summary

This requirement is for the rental of photocopiers, including all maintenance services, operator training, and accessories, on an as-and-when-requested basis at Canadian Embassy in Tokyo, Consulate in Nagoya and Trade Offices in other parts of Japan for an initial period of two (2) years from the date of Contract award with two (2) one-year options.

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 15 working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

- (a) 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.
- (b) 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.
- (c) The 2003 (2015-07-03) Standard Instructions - Goods or Services - Competitive Requirements are incorporated by reference into and form part of the bid solicitation. If there is a conflict between the provisions of 2003 and this document, this document prevails.
- (d) Subsection 5(4) of 2003, Standard Instructions - Goods or Services - Competitive Requirements is amended as follows:
 - (i) **Delete:** sixty (60) days
 - (ii) **Insert:** one hundred eighty (180) days
- (e) Subsection 1 of 2003, Standard Instructions - Goods or Services - Competitive Requirements is amended as follows:
 - (iii) **Delete** 01 2015-07-03) Integrity Provisions – Bid paragraph **3 to 8; paragraph 10; paragraph 12 to 14**

2.2 Submission of Bids

- a. Bids must be received by the Contract Authority at the location identified by the date, time and place indicated on page 1 of the solicitation.
- b. Bids must be delivered to the following location, by the time and date indicated below:

At 11:00 AM On **2016/03/14** Time Zone: EDT (Eastern Daylight Time)
Email address for submitting your bid: itservices.aaci@international.gc.ca

Bid Receiving Unit Address is Solely for Delivery of Bids: The above address is for the sole purpose of bid submission. No other communications are to be forwarded to this address. Canada will not be responsible for late bids received at destination after the closing date and time, even if it was submitted before.

2.3 Enquiries – Bid Solicitation

- (a) 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.
- (b) Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a “proprietary” nature must be clearly marked “proprietary” at each relevant item. Items identified as proprietary will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with

copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

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 ____ (where the vendor reside).

2.5 Improvement of Requirement During Solicitation Period

Subject to Section 2.3 above, if bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reasons for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority in accordance with the article entitled "Enquiries - Bid Solicitation". Canada will have the right to accept or reject any or all suggestions.

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

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 BID PREPARATION INSTRUCTION

a. Attached electronic documents of Bid:

- i. Document I: Technical Bid
- ii. Document II: Financial Bid
- iii. Document III: Certifications not included in the Technical Bid

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

TO: itservices.aaci@international.gc.ca

Department of Foreign Affairs, Trade and Development

ATTN: Emilie Hamelin Boileau – AACI

b. Format for Bid: Canada requests that bidders follow the format instructions described below in the preparation of their bid :

- iii. use a numbering system that corresponds to the bid solicitation;
- iv. include a title page at the front of each volume of the bid that includes the title, date, bid solicitation number, bidder's name and address and contact information of its representative; and
- v. Include a table of contents.

c. Submission of Only One Bid from a Bidding Group:

- i. The submission of more than one bid from members of the same bidding group is not permitted in response to this bid solicitation. If members of a bidding group participate in

more than one bid, Canada will set aside all bids received from members of that bidding group.

- ii. For the purposes of this article, "**bidding group**" means all entities (whether those entities include one or more natural persons, corporations, partnerships, limited liability partnerships, etc.) that are related to one another. Regardless of the jurisdiction where any of the entities concerned is incorporated or otherwise formed as a matter of law, entities are considered "**related**" for the purposes of this bid solicitation if:
 - A. they are the same legal entity (i.e., the same natural person, corporation, partnership, limited liability partnership, etc.);
 - B. they are "related persons" or "affiliated persons" according to the *Canada Income Tax Act*;
 - C. the entities have now or in the two years before bid closing had a fiduciary relationship with one another (either as a result of an agency arrangement or any other form of fiduciary relationship); or
 - D. the entities otherwise do not deal with one another at arm's length, or each of them does not deal at arm's length with the same third party.

D. Joint venture experience:

Except where expressly provided otherwise, at least one member of a joint venture Bidder must meet any given mandatory requirement of this bid solicitation. Joint venture members cannot pool their abilities to satisfy any single mandatory requirement of this bid solicitation. Wherever substantiation of a mandatory requirement is required, the Bidder is requested to indicate which joint venture member satisfies the requirement. Any Bidder with questions regarding the way in which a joint venture bid will be evaluated should raise such questions through the Enquiries process as early as possible during the solicitation period.

Example: A bidder is a joint venture consisting of members X, Y and Z. If a solicitation requires: (a) that the bidder have 3 years of experience providing maintenance services, and (b) that the bidder have 2 years of experience integrating hardware with complex networks, then each of these two requirements can be met by a different member of the joint venture. However, for a single requirement, such as the requirement for 3 years of experience providing maintenance services, the bidder cannot indicate that each of members X, Y and Z has one year of experience, totaling 3 years. Such a response would be declared non-responsive.

E. Conflict of Interest - Unfair Advantage

1. In order to protect the integrity of the procurement process, bidders are advised that Canada may reject a bid in the following circumstances:
 - a. if the Bidder, any of its subcontractors, any of their respective employees or former employees was involved in any manner in the preparation of the bid solicitation or in any situation of conflict of interest or appearance of conflict of interest;
 - b. if the Bidder, any of its subcontractors, any of their respective employees or former employees had access to information related to the bid solicitation that was not available to other bidders and that would, in Canada's opinion, give or appear to give the Bidder an unfair advantage.
2. The experience acquired by a bidder who is providing or has provided the goods and services described in the bid solicitation (or similar goods or services) will not, in itself, be considered by

Canada as conferring an unfair advantage or creating a conflict of interest. This bidder remains however subject to the criteria established above.

3. Where Canada intends to reject a bid under this section, the Contracting Authority will inform the Bidder and provide the Bidder an opportunity to make representations before making a final decision. Bidders who are in doubt about a particular situation should contact the Contracting Authority before bid closing. By submitting a bid, the Bidder represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Bidder acknowledges that it is within Canada's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

3.2 Section I: Technical Bid

- a. In their technical bid, bidders must demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders must demonstrate their capability in a thorough, concise and clear manner for carrying out the work. The technical bid must address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated.
Bidders must be aware that simply stating "Compliant or Responsive", "Fully Compliant or Fully Responsive" or just repeating the requirement will not necessarily constitute meeting a mandatory or a rated requirement. In its response, the Bidder must demonstrate its understanding of the requirement and must describe how they meet the requirement. Where Canada determines that the substantiation related to a mandatory requirement is not complete, the bid will be considered non-responsive and will be disqualified.
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.
- b. Any bid that contains assumptions or qualifications that implies that the bid is conditional on modification(s) to the requirements of the bid solicitation will be considered non-responsive. Bidders with concerns about the requirements should raise their concerns in accordance with the Enquiries provision of this bid solicitation.

3.3 Section II: Financial Bid

Pricing: Bidders must submit their financial bid in accordance with Annex B – Basis of Payment without any conditions, assumptions, or restrictions. Any financial proposal that purports to restrict the way in which Canada acquires goods or services under the resulting Contract, with the exception of those limitations that are expressly set out in this solicitation, will be considered non-responsive. Unless otherwise indicated, bidders must include a single, firm, all-inclusive price quoted in Japanese Yen, applicable taxes excluded, FOB destination, customs duties, VAT and excise taxes excluded, in each cell requiring an entry in Annex B – Basis Of Payment.

- (a) **All Costs to be Included:** The financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period, including any option years.
- (b) **Blank Prices:** Bidders are requested to insert "\$0.00" for any item for which it does not intend to charge or for items that are already included in other prices set out in the tables. If the Bidder leaves any price blank, Canada will treat the price as "\$0.00" for evaluation purposes and may request that the Bidder confirm that the price is, in fact, \$0.00. No bidder will be permitted to add or change a price as part of this confirmation. Any bidder who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.

3.4 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. There are several steps in the evaluation process, which are described below. Even though the evaluation and selection will be conducted in steps, the fact that Canada has proceeded to a later step does not mean that Canada has conclusively determined that the Bidder has successfully passed all the previous steps. Canada may conduct steps of the evaluation in parallel.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids. Canada may hire any independent consultant, or use any Government resources, to evaluate any bid. Not all members of the evaluation team will necessarily participate in all aspects of the evaluation.

4.2 Technical Evaluation

(a) **Mandatory Technical Criteria:**

Each bid will be reviewed for compliance with the mandatory requirements of the bid solicitation. Any element of the bid solicitation that is identified specifically with the words "must" or "mandatory" is a mandatory requirement. Bids that do not comply with each and every mandatory requirement will be declared non-responsive and be disqualified.

(b) **Point-Rated Technical Criteria:**

Each bid will be rated by assigning a score to the rated requirements, which are identified in the bid solicitation by the word "rated" or by reference to a score. Bidders who fail to submit complete bids with all the information requested by this bid solicitation will be rated accordingly. The rated requirements are described in ANNEX"(D)" - Bid Evaluation Criteria.

(c) **Customer Reference Checks:**

- (i) For reference checks, Canada will conduct the reference check in writing by e-mail. Canada will send all e-mail reference check requests to contacts supplied by all the Bidders on the same day using the e-mail address provided in the bid. Canada will not award any points unless the response is received within 3 working days of the date that Canada's e-mail was sent.
- (ii) On the third working day after sending out the reference check request, if Canada has not received a response, Canada will notify the Bidder by e-mail, to allow the Bidder to contact its reference directly to ensure that it responds to Canada within 5 working days. If the individual named by a Bidder is unavailable when required during the evaluation period, the Bidder may provide the name and e-mail address of an alternate contact person from the same customer. Bidders will only be provided with this opportunity once for each customer. The Bidder will have 24 hours to submit the name of a new contact. That contact will again be given 3 working days to respond once Canada sends its reference check request.

- (iii) Wherever information provided by a reference differs from the information supplied by the Bidder, the information supplied by the reference will be the information evaluated.

4.3 Financial Evaluation

- (a) The financial evaluation will be conducted by calculating the **Total Bid Price (TBP)** using the Pricing Tables completed by the Bidder. Each bid will be reviewed for compliance with the mandatory financial requirements of the bid solicitation.

For the purposes of bid evaluation :
Please refer to Annex B.

[Note to Bidders: Table Totals will be calculated using the formula that follows the corresponding table in Annex B. It is a mandatory requirement of this solicitation that the Total Bid Price quoted by a Bidder be firm and all inclusive, not subject to any conditions

4.4 BASIS OF SELECTION - COST PER POINT

To be considered responsive, a bid must:

- a. meet all the mandatory requirements of this solicitation;
- b. obtain the required minimum of **70 percent overall of the points** that correspond to the rated criteria set out in **Annex D, Section B**

Neither the valid proposal that scores the highest number of rating points, nor the one that contains the lowest cost estimate will necessarily be accepted.

The selection of the Contractor will be made on the basis of **the best overall value to the Crown in terms of technical merit and costs**, which will be determined by dividing the proposed total costs calculated in the manner set out in Annex B of this RFP, including the Option periods, by the total technical score, to establish the lowest cost per point.”. The lowest price per rated point will be determined as follows. Price per Rated Point = Total Cost (including Option Periods) / Total Points Achieved. For evaluation purposes only, the total price shall be established as specified in Annex B.

THE FOLLOWING TABLE IS FOR ILLUSTRATIVE PURPOSES ONLY

Bidder	Quoted Price Excluding Taxes	Total Technical Points	Cost Per Point
Bidder 1	\$75,000.00	118	\$ 635 per point
Bidder 2	\$92,000.00	123	\$748 per point
*Bidder 3	\$81,000.00	128	\$ 632 per point

***In the above scenario, Bidder #3, would be declared the successful bidder.**

PART 5 – CERTIFICATION

Bidders must provide the required certifications and documentation 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 with this request will also render the bid non-responsive or will constitute a default under the Contract.

5.1 Certifications Required Precedent to Contract Award

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

1. Code of Conduct and Certifications - Related documentation

By submitting a bid, the Bidder certifies that the Bidder and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Bid of Standard Instructions 2003. The related documentation therein required will assist Canada in confirming that the certifications are true.

PART 6- SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1. The Offeror shall agree to a no cost process by which replacement component parts that retain user data (e.g disk drives) remain in the possession of GAC until appropriate removal of all traces of any data on the faulty device. This may require return of the faulty device from the Mission to GAC HQ, corporate approved degaussing and return to the Offeror locally in the NCR

PART 7 - RESULTING CONTRACT CLAUSES

The following clauses apply to and form part of any Contract resulting from the bid solicitation. Except where specifically set out in the bid solicitation, acceptance by the Bidder of all the clauses is a mandatory requirement of the bid solicitation. No modification or other terms and conditions included in a bid will apply to any resulting Contract even if the bid is incorporated into that Contract. Any bid that contains statements implying that the bid is conditional on modification of these clauses, or containing terms and conditions that purport to supersede these clauses, will be considered non-responsive. Bidders with concerns about these clauses should raise their concerns in accordance with the Enquiries provision of this bid solicitation.

7.1 Requirement

- (a) _____ (the Contractor) agrees to supply to the Client the services described in the Contract, including the Statement of Work, in accordance with and at the prices set out in the Contract. This includes providing professional services, as and when requested by Canada, to one or more locations to be designated by Canada, excluding any locations in areas subject to any of the Comprehensive Land Claims Agreements.
- (b) **Client:** Any reference to "Client" or "Clients" includes any Canadian government department, Crown corporation or agency as described in the *Financial Administration Act*
- (c) **Reorganization of Client:** The Contractor's obligation to perform the Work will not be affected by (and no additional fees will be payable as a result of) the renaming, reorganization, reconfiguration, or restructuring of any Client. The reorganization, reconfiguration and

restructuring of the Client includes the privatization of the Client, its merger with another entity, or its dissolution, where that dissolution is followed by the creation of another entity or entities with mandates similar to the original Client. In connection with any form of reorganization, Canada may designate another department or government body as the Contracting Authority or Project Authority, as required to reflect the new roles and responsibilities associated with the reorganization.

- (d) **Defined Terms:** Words and expressions defined in the General Conditions or Supplemental General Conditions and used in the Contract have the meanings given to them in the General Conditions or Supplemental General Conditions.
- (e) The Contractor agrees it shall hold no license or permission to use the data or information collected under the terms of this Agreement, that the data or information may be used by the Contractor solely for purposes of this Agreement, and that the Contractor shall not otherwise deal, trade or exploit the said data or information

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](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) Manual issued by Public Works and Government Services Canada.

7.3 Supplemental Condition

7.3.1 PWGSC 4001 (2015-04-01) and PWGSC G1005C ((2008-05-12), shall form part of this solicitation document and any resulting Contract.

It can be viewed at the following website address

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/4/4001/6>

Delete 4001 04 section 1

Delete Part III-Additional Conditions Purchase

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/G/G1005C/2>

7.3.2 PWGSC A0072C (2008-12-12 Termination on Thirty Days' Notice) shall form part of this solicitation document and any resulting Contract. It can be viewed at the following website address:

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/A/A0072C/2> .

7.4 General Conditions

7.4.1 PWGSC 2035 (2015-07-03), as modified herein, shall form part of this solicitation document and any resulting Contract.

They can be viewed at the following website address:

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/all>

Subsection 1of 2035, General Conditions - Higher Complexity – Services is amended as follows:

(iv) **Delete** : "Canada", "Crown", "Her Majesty" or "the Government" means Her Majesty the Queen in right of Canada as represented by the Minister of Public Works and Government Services and any other person duly authorized to act on behalf of that minister or, if applicable, an appropriate minister to whom the Minister of Public Works and Government Services has delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister

(v) **Insert** : "Canada", "Crown", "Her Majesty" or "the Government" means Her Majesty the Queen in right of Canada as represented by the Department of Foreign Affairs, Trade and Development and any other person duly authorized to act on behalf of that minister or, if applicable, an appropriate minister to whom the Department of Foreign Affairs, Trade and Development has delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister

7.5.2 2035 29 (2015-07-03) Default by the Contractor

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a joint venture, appears on the "FCP Limited Eligibility to Bid" list during the period of the Contract

7.5 Term of Contract

7.5.1 Period of the Contract

The initial period of the Contract is from to April 1st,2016 to March 31st,2018 plus two (2) options period of One (1) year each .

7.6 Authorities

7.6.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Emilie Hamelin Boileau
Title: Procurement Officer
Telephone: (343) 203-1303
E-mail: emilie.hamelin-boileau@international.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.

7.6.2 Project Authority

The Project Authority for the Contract is: *To be entered at contract award*

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

7.6.3 Contractor's Representative

The Contractor's Representative for the Contract is:

Name: _____
Title: _____
Organization: _____
Address: _____
Telephone : _____
Facsimile: _____
E-mail address: _____

7.7 Payment

(A) Basis of Payment:

The Contractor will be paid **firm monthly rates** of _____ as per Basis of Payment Annex B for rental and **firm rates** per specified number of copies for maintenance (covering all parts, labour, preventive and remedial maintenance) payable each month in arrears. Customs duties are "*subject to exemption*" and Applicable Taxes are extra.

B. Limitation of Expenditure:

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.

C. Monthly Payment

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

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

7.8 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. Each invoice must be supported by:

- (a) a copy of time sheets to support the time claimed;
- ~~(b)~~ a copy of the monthly progress reports indicated in Appendix A, Statement of Work;

Invoices must be distributed as follows: The original and one (1) copy must be forwarded to the Project Authority for certification and payment.

- (c) Invoices shall be sent to:

Project Authority's name: *To be entered at Contract Award*
Embassy of Canada in Japan

7-3-38 Akasaka, Minato-ku, Tokyo
107-8503 Japan

7.8.1 Time Verification

Time and the accuracy of the Supplier's time recording system may be verified by Canada's representative before or after payment is made to the Supplier under the terms and conditions of the Contract. If verification is done after payment, the Supplier agrees to repay any overpayment immediately upon demand by Canada.

7.8.2 Interest on Overdue Accounts

For the purposes of this section:

- (a) **"Average Rate"** means the simple arithmetic mean of the Bank Rates in effect at 4:00 p.m. Eastern Standard Time each day during the calendar month which immediately precedes the calendar month in which payment is made, where the "Bank Rate" means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which the Bank of Canada makes short term advances to members of the Canadian Payments Association.
- (b) **"date of payment"** means the date of the negotiable instrument drawn by the Receiver General for Canada and given for payment of an amount due and payable;
- (c) an amount is **"due and payable"** when it is due and payable by Canada to the Contractor in accordance with the terms of the Contract; and
- (d) an amount becomes **"overdue"** when it is unpaid on the first day following the day upon which it is due and payable.
- (e) Canada shall be liable to pay to the Contractor simple interest at the Average Rate plus 3 percent per annum on any amount that is overdue, from the date such amount becomes overdue until the day prior to the date of payment, inclusive. No interest will be payable or paid in respect of payment unless the Contractor so requests after payment has become due.
- (f) Canada shall not be liable to pay interest in accordance with this clause if Canada is not responsible for the delay in paying the Contractor.
- (g) Canada shall not be liable to pay interest on overdue advance payments.

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

In interpreting this solicitation document and any resulting Contract, 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) these Articles of Agreement
- (b) Supplemental General Conditions, in the following order:
 - (i) PWGSC 4001 (2015-04-01)
- (c) General Conditions 2035 (2015-07-03);
- (d) Annex A Statement of Work;
- (e) Annex B Basis of Payment;
- (f) Annex C, Certification;
- (g) Annex D, Evaluation Criteria
- (h) Annex E, Insurance Requirements
- (i) the Contractor's bid dated :

**ANNEX A -
STATEMENT OF WORK**

1. Objective

1.1 The Canadian Embassy in Japan (“the Customer”) requires the rental of photocopiers, including all maintenance services, operator training, and accessories, on an as-and-when-requested basis at Canadian Embassy in Tokyo, Consulate in Nagoya and Trade Offices in other parts of Japan for an initial period of two (2) years from the date of Contract award with two (2) one-year options. The Customer sites are:

- Embassy of Canada, Tokyo
- Consulate of Canada, Nagoya
- Canadian Trade Office, Kitakyushu
- Canadian Trade Office, Sapporo

2. Background

2.1 A contract should be established in order to facilitate the diplomatic operations in Japan.

3. Technical Specifications

3.1 This Contract is for the provision of new photocopying machines, delivered in unopened factory packing materials, at Customer’s sites listed below:

**List of photocopiers by
Category, Location and Quantity**

Photocopier	Location	Qty
Category 1	Kitakyushu	1
Category 1	Sapporo	1
Category 2	Tokyo	1
Category 2	Nagoya	1
Category 3	Tokyo	1
Category 4	Tokyo	4
Category 5	Tokyo	1
	Total	10

Photocopier Specifications

4.1 All proposed photocopiers must meet the following specifications for each category. The categories are based on monthly copy volume, the equipment capabilities, and compliance with mandatory requirements, and are as follows:

4.2 General

- 4.2.1 Walk-up operation
- 4.2.2 Plain paper to be used
- 4.2.3 Dry toner
- 4.2.4 All operating panels, displays, and manuals must be at least two languages: primary language English, and secondary language Japanese
- 4.2.5 All equipment must be brand new, with no previous operating hours
- 4.2.6 Automatic document feeder
- 4.2.7 All photocopiers must be able to use Letter size (8 ½" x 11") and Legal size (8 ½" x 14"), even for double-sided photocopying.
- 4.2.8 Copy sizes: min. A6, max. A3
- 4.2.9 Original size: up to A3
- 4.2.10 Enlargement and reduction in 1% increments, min. 25 % - 400%
- 4.2.11 Duplex
- 4.2.12 Hard Drive Data Elimination System
- 4.2.13 Paper supply: sheet feeder and four (4) adaptable tray cassettes capable of accommodating Letter size. Each tray must accommodate a minimum of 500 sheets

4.3 Category 1 - Digital Photocopier

- 4.3.1 Up to 5,000 copies per month.
- 4.3.2 Copy speed "Letter Size": min. 25 copies per minute
- 4.3.3 Printer/Scanner/Fax function

4.4 Category 2 - Digital Photocopier

- 4.4.1 Up to 7,500 copies per month.
- 4.4.2 Copy speed "Letter Size": min. 40 copies per minute
- 4.4.3 Sorter/stapler function

4.5 Category 3 - Digital Photocopier

- 4.5.1 Up to 10,000 copies per month.
- 4.5.2 Copy speed "Letter Size": min. 50 copies per minute
- 4.5.3 Sorter/stapler function

4.6 Category 4 - Digital Photocopier

- 4.6.1 Up to 30,000 copies per month.
- 4.6.2 Copy speed "Letter Size": min. 60 copies per minute
- 4.6.3 Sorter/stapler function

4.7 Category 5 - Colour Copier

- 4.7.1 Up to 5,000 copies per month.
- 4.7.2 Copy speed "Letter Size": min. 50 copies per minute
- 4.7.3 Sorter/Stapler function

5. Tasks

5.1 Supply of paper

- 5.1.1 Supply of paper is only to be supplied by direct request by Embassy staff.
- 5.1.2 The Embassy retains the right to purchase paper separately which meets the technical requirements of the machine(s).
- 5.1.3 If the quality of paper supplied by the Contractor is substandard and leads to problems during the photocopying process, this will be considered as non-fulfilment of the Contract.

5.2 Application

- 5.2.1 New installations (i.e. no previous machine installed) should meet the stated technical requirements.
- 5.2.2 Upgrading and downgrading of equipment
 - 5.2.2.1 Upgrading of equipment may be necessary as a result of installed equipment being inadequate to handle a user's copying requirements.
 - 5.2.2.2 Downgrading of equipment may be necessary as a result of installed equipment being too powerful or expensive for a user's requirements.
 - 5.2.2.3 Upgrading/downgrading at the expiry of current Contract: The requirement will be treated as a request for a new installation
 - 5.2.2.4 Upgrading/downgrading during the period of an existing Contract: Canadian contracting policy only permits changes of this order to be handled by terminating the existing Contract and issuing a new Contract.
 - 5.2.2.5 Upgrading/downgrading by the Contractor from within the product line of a supplier will be done free of charge. The term or rental period shall be the remainder of the term stipulated on the original contract document.

5.3 Service and Supply Outlets

- 5.3.1 The Contractor's sales and services will be done regionally by their service/supply outlets
- 5.3.2 Service to an inoperative machine will be performed to the satisfaction of Embassy staff within one (1) business day of the Contractor receiving a service call. Any machine requiring replacement due to malfunction or breakage (during normal use) will also have to be replaced within that same one business day at no additional charge to the Embassy. Any damage suspected to be directly attributable to neglect or misuse will need to be reported by the technician and/ or service representative, in writing, to the Project Authority, including an estimate of the cost for remediation. The Contractor's repair and service call center must facilitate any incoming repair or service requests from Embassy staff, during normal business hours (09:00 to 17:30 hrs, Monday to Friday)
- 5.3.3 If, during the period of the Contract, there are any changes made to the Contractors' list of technicians, the Contractor will inform the Canadian Embassy in Japan immediately in order to prevent disruption of service.
- 5.3.4 It shall be the Contractor's responsibility to ensure that all service and supply outlets conform to the terms and conditions of this Contract.

5.4 Level of Service

- 5.4.1 The Contractor warrants and guarantees that photocopiers shall perform at the contracted average monthly volume with the loss of copy service of no more than an aggregate equivalent of twenty customer normal working hours per month consisting of twenty, ten hour days, due to either breakdown or preventive maintenance. This will ensure 90% availability in a normal user month. In those instances where customers employ equipment for longer working days 90% availability shall still be met.
- 5.4.2 For the purposes of the above paragraph, a user month consists of twenty days of 7.5 hours
- 5.4.3 The Contractor will be informed of Customer requirements exceeding normal working hours.
- 5.4.4 Such aggregate downtime is to commence at the time of notifying the Contractor in the case of a problem or at start of shutdown in the case of preventive maintenance and is to end when copy service is restored. Where the user requests, receives and pays for overtime servicing, such hours will be counted in the total shutdown period. Individual cases involving loss of services in excess of the above norm in any one (1) month, resulting in substantial work disruption will be treated as very urgent (HOTLINE), and will require the Contractor to take necessary steps to rectify the situation. In the event that the Contractor does not rectify it to the satisfaction of the user within two weeks from the date the excessive downtime commenced, he shall be deemed in default and the Minister shall have the right to terminate the Contract.
- 5.4.5 Generally, the Contractor shall restore copy service by repair or replacement within one (1) normal working day from the time the service call is received by the Contractor.

5.5 Maintenance

- 5.5.1 During the whole rental period the Contractor must provide maintenance services in accordance with the level of service specified in 5.3 and 5.4 above. In addition, a technician must inspect the copiers at least once every three months and make the necessary adjustments, repair and/or replacements as may be required to maintain the equipment in optimum operating condition.
- 5.5.2 During normal working hours (Monday to Friday, 09:00 - 17:30 hrs) the Contractor shall provide complete maintenance (preventive maintenance, cleaning supplies, and service calls) free of charge.
- 5.5.3 If services are requested by the customer outside normal working hours (Monday to Friday, 09:00 to 17:30), the Contractor will be paid based upon a fixed rate per hour, as submitted by the Contractor in their proposal. Services outside normal working hours must be requested with a three-day notice.
- 5.5.4 The Contractor will contact each location monthly and ask for meter click of the machines. Users must report this information immediately to ensure prompt and timely maintenance.

6. Supplier's Equipment Specifications

6.1 The Contractor hereby warrants that the equipment offered is capable of performing all the functions described in their offer and in their advertising and technical literature and is in complete accordance with the specifications contained therein.

6.2 Equipment found to be incapable of performing all these functions will be considered as having been overrated. This may result in termination of any Contract for default and the removal of said equipment from the Contract. Other equipment of the same type and model will no longer be given the same rating.

7.F.O.B. Point

7.1 All equipment, accessories and supplies shall be F.O.B. delivered to any destination in Japan as specified on the contract document.

8. Spoilage Rebate

8.1 The Contractor will allow 100% credit for spoiled copies due to machine malfunction or quality of supplies provided.

9. Equipment Substitution

9.1 Equipment substitution or delivery of equipment other than specified in this Contract shall not be accepted.

10. Inspection

10.1 The Contractor agrees that the models re-requested are subject to inspection and acceptance by consignee at destination unless otherwise specified on the authorized contract document. See General Conditions.

11. Security Measures

11.1 The responsible authority of the Canadian Embassy in Japan has the right to subject the Contractor and their employees or subcontractors to security checks before and during the performance of the Contract. The Contractor shall provide this authority with all information, also such of a personal nature, concerning themselves, their employees or subcontractors, which this authority may require.

11.2 The responsible authority of the Canadian Embassy in Japan has the right at any time to determine that the Contractor or any of their employees or subcontractors are not acceptable to the Canadian Embassy in Japan for security reasons without being under any obligation to advise the Contractor, their employees or subcontractors of their reasons therefore. The Contractor agrees to accept such a negative decision in this regard without question.

11.3 In the event of such negative decision the Contractor is obligated to provide a substitute for themselves, their employees, or their subcontractors for the performance of the Contract, acceptable to the responsible authority.

11.4 In the event of any violation of security measures of the Canadian Embassy in Japan or of the foregoing provisions by the Contractor or any of their employees or subcontractors, the contracting authority may terminate this Contract effective immediately and without having to give any further reasons.

The copier's hard drive remains the property of the Embassy upon removal of the system from the Embassy/ Consulate, as a security measure. All repair equipment which has downloaded any information from hard drives in these systems must remain on the premises where the photocopier was repaired. This includes diagnostic computers, PDA's, and any other device capable of storing information from hard drives on digital copiers.

11.5 All photocopiers shall be equipped with the Hard Drive Data Elimination System (which erases latent image data after every print job so that no copy is ever saved to drive).

12. Conduct on the Canadian Embassy Premises

12.1 As long as the Contractor or their employees are on the premises of the Canadian Embassy in Japan, they shall comply with the applicable regulations relating to the administration and security of

the Canadian Embassy in Japan. In the event of non-compliance on the part of the Contractor or their personnel with the said regulations, the contracting authority or the Ambassador of the Embassy shall have the right to deny the Contractor or their employees access to the Embassy without thereby releasing the Contractor from their contractual obligations or incurring any other liability.

13. Site Requirements

- 13.1 The Contractor agrees to provide the customer, prior to installation, wiring specifications and special environmental conditions, if any, required for each model. Appropriate alterations to the site will be for the customer's account. In the event the customer does not prepare the site prior to delivery in accordance with the specifications, in order to accommodate the equipment, a Contract may be terminated at no costs to either party.

14. Packing Slips

- 14.1 Unless otherwise specified, one (1) copy of the packing slip is to accompany each shipment.

15. Reporting Requirement

- 15.1 The Contractor agrees to provide, upon request, Contract Summary Reports containing the following data:

- a. Number of Contract
- b. Start and end of rental period
- c. Location of equipment
- d. Model number
- e. Serial number
- f. Monthly base charge
- g. Monthly copying volume and cost
- h. Expenditure to date

16. Training

- 16.1 The Contractor will, at no extra cost, train designated employees of the customer in the use of the equipment at the customers' premises. In the event that trained employees should be transferred at any time, the customer shall inform the Contractor immediately so that training can be arranged by him for other employees.

17. Escort of maintenance staff

- 17.1 All company employee including maintenance staff would need to be escorted at all times.

ANNEX "B"

Proposed Basis of Payment

BIDDERS MUST SUBMIT FINANCIAL INFORMATION FOR ALL OF THE FOLLOWING:

Table (A) For the period from _____ to _____ (First and Second Year)

Category	(A1)	(A2) = Price Per Copy inclusive of Maintenance Fee x Number of copies	(A3) = (A1)+(A2)	(A4) = Qty of Equipment	Total (A3) x (A4)
	Firm monthly rental rate				
<u>Category 1 - Digital Photocopier</u>	¥ _____ / month for one unit	¥ _____ x 1,000 = ¥ _____		2	¥ _____
<u>Category 2 - Digital Photocopier</u>	¥ _____ / month for one unit	¥ _____ x 2,000 = ¥ _____		2	¥ _____
<u>Category 3 - Digital Photocopier</u>	¥ _____ / month for one unit	¥ _____ x 4,500 = ¥ _____		1	¥ _____
<u>Category 4 - Digital Photocopier</u>	¥ _____ / month for one unit	¥ _____ x 61,000 = ¥ _____		4	¥ _____
<u>Category 5 - Digital Photocopier</u>	¥ _____ / month for one unit	¥ _____ x 18,000 = ¥ _____		1	¥ _____
		Grand Total A		10 units	¥ _____

Table (B) For the period: from _____ to _____ (Third Year)

Category	(B1) Firm monthly rental rate	(B2) Price Per Copy inclusive of Maintenance Fee x Number of copies	(B3) = (B1) + (B2)	(B4) = Qty of Equipment	Total (B3) x (B4)
<u>Category 1 - Digital Photocopier</u>	¥ _____ / month for one unit	¥ _____ x 1,000 = ¥ _____		2	¥ _____
<u>Category 2 - Digital Photocopier</u>	¥ _____ / month for one unit	¥ _____ x 2,000 = ¥ _____		2	¥ _____
<u>Category 3 - Digital Photocopier</u>	¥ _____ / month for one unit	¥ _____ x 4,500 = ¥ _____		1	¥ _____
<u>Category 4 - Digital Photocopier</u>	¥ _____ / month for one unit	¥ _____ x 61,000 = ¥ _____		4	¥ _____
<u>Category 5 - Digital Photocopier</u>	¥ _____ / month for one unit	¥ _____ x 18,000 = ¥ _____		1	¥ _____
		Grand Total B		10 units	¥ _____

Table (C) For the period from _____ to _____ (Fourth Year)

Category	(C1)	(C2) Price Per Copy inclusive of Maintenance Fee x Number of copies	(C3)= (C1)+(C2)	(C4) = Qty of Equipment	Total (C3) x (C4)
	Firm monthly rental rate				
<u>Category 1 - Digital Photocopier</u>	¥ _____ / month for one unit	¥ _____ x 1,000 = ¥ _____		2	¥ _____
<u>Category 2 - Digital Photocopier</u>	¥ _____ / month for one unit	¥ _____ x 2,000 = ¥ _____		2	¥ _____
<u>Category 3 - Digital Photocopier</u>	¥ _____ / month for one unit	¥ _____ x 4,500 = ¥ _____		1	¥ _____
<u>Category 4 - Digital Photocopier</u>	¥ _____ / month for one unit	¥ _____ x 61,000 = ¥ _____		4	¥ _____
<u>Category 5 - Digital Photocopier</u>	¥ _____ / month for one unit	¥ _____ x 18,000 = ¥ _____		1	¥ _____
		Grand Total C		10 units	¥ _____

TOTAL PRICE PROPOSAL = (A x 2)+B+C =

¥ _____

ANNEX C

CERTIFICATIONS

The following certification requirements apply to this Request for Proposal (RFP) document. Bidders are to complete, sign and include each certification below in their proposal (bid). A contract will not be awarded until all certifications have been signed by the Bidder and received by the Crown.

1. Certification of Understanding

The Bidder certifies that all parts of this RFP have been reviewed in detail and are completely understood in order to make its proposal. Under no circumstances will the Statement of Work, specifications, or task description be subject to revised interpretation or amended following contract award except where the Contracting Authority so authorizes in writing.

Signature Bidder/Contractor

Date

2. Certification of Identity or Legal Capacity of Bidder

In order to establish the legal capacity under which a bidder proposes to enter into the Contract, any bidder who carries on business in other than its own personal name shall, if requested by the Contracting Authority, provide proof of the legal capacity under which it carries on business to the Contracting Authority prior to Contract award. Such proof may be in the form of a copy of the articles of incorporation or of the registration of the business name of a sole proprietor, of a trade name, of a partnership, a tax registration certificate, or other documentation of business registration, etc.

Signature Bidder/Contractor

Date

Annex D- Evaluation Criteria

SECTION A: MANDATORY REQUIREMENTS

Mandatory Criteria

Bidders must provide the necessary documentation to support compliance with the following Mandatory Requirements at bid closing time. Any offer which fails to meet the following mandatory requirements will be deemed non-compliant and will not be given further consideration. Bidders should address each criterion separately.

MANDATORY CRITERIA		Ref Page #
M1	The life expectancy of all equipment provided must meet or exceed the duration of this Contract. As a means of assessing the potential durability of machines offered, a life expectancy factor in terms of total number of copies must be indicated on the proposal. This factor should express the number of copies which the equipment is expected to produce over its useful life span.	
M2	The Bidder must have an office in Kanto region of Japan and provide a Company Profile with point of contact information.	
M3	The Bidder must submit a letter from an Insurance Broker or Insurance Company licensed to operate in Japan that certifies that the Bidder, if successful in being awarded a Contract, can or will be insured in accordance with the entire insurance coverage requirements list in Annex“E”	

Proposals will be evaluated and scored in accordance with specific evaluation criteria as detailed in this section. **A bidder must obtain a minimum pass mark of 70% in order to be considered responsive. Details should be provided regarding the qualifications, relevant experience and expertise of the company. The experience should be clearly identified by providing a summary/description of the previous projects worked on and indicating when the work was carried out, and the client.**

Bidders are also advised that the month(s) of experience listed for a project whose timeframe overlaps that of another referenced project will only be counted once. **For example**, Project 1 timeframe is July 2001 to December 2001; Project 2 timeframe is October 2001 to January 2002; the total months of experience for these two project references is seven (7) months. It is requested that for each of the criteria, bidder statements in this section make direct reference, project identifier, page number, to the supporting section(s) in the resume.

SECTION B -Point Rated Technical Criteria

Rated Criterion Number	Title	Maximum Points Available	Maximum Points Available	Ref Page #
R1	The bidder should demonstrate using project descriptions that they have been in the business of leasing of photocopiers.	5 to 10 years: 5 pts 11 to 15 years: 10 pts 16 to 20 years: 15 pts more than 20 yrs: 25 pts	25	
R2	The bidder should demonstrate using project descriptions that their technicians (who will be assigned to the Embassy account) have been in the business of leasing of photocopiers.	5 to 10 years: 5 pts 11 to 15 years: 10 pts 16 to 20 years: 15 pts more than 20 yr : 25 pts	25	
R3	The bidder should Indicated time for installation and operational handover of all equipment	16 + business days: 5pts 11 to 15 business days: 10pts 6 to 10 business days: 20pts 0 to 5 business days: 25pts	25	
R4	The bidder should provide copy of ISO or equivalent 14000 certification.	ISO 14000 certification : 20 points	20	
R5	The bidder should provide copy of ISO 15408 or equivalent certification for each category.	ISO 15408 certification : 4 points per category (total 5 categories)	20	
	The minimum score (i.e. pass-mark) which MUST be achieved = 70 % (81/140)		81/115	

Appendix "E"

Insurance Requirements

Comprehension General Liability

- The policy shall include as an additional Insured, the Canadian Embassy, Tokyo;

- Limit of the liability shall not be less than TWO (2) MILLION DOLLARS JPY (\$2,000,000.00 CAD) for bodily injury and property damage with respect to anyone occurrence, or series of occurrences arising out of one cause;

- The policy shall include the following coverage:
 - Bodily Injury
 - "Broad Form" Property Damage;
 - Property Damage on an "Occurrence" Basis;
 - Contingent Employer's Liability;
 - Contractual and Assumed Liability under this Contract;
 - Completed Operations and Productions Liability;
 - Cross Liability; and
 - Elevator Liability.

- Coverage may be subject to a deductible per occurrence applying to property Damage claims ONLY. Such deductible shall be borne by the Contractor. In no event shall such deductible amount exceed two thousand and five hundred Canadian Dollars (\$2,500.00 CAD).

Note: It shall be the sole responsibility of the Contractor to determine what additional insurance coverage, if any, are necessary or advisable, for its own protection and/or to fulfill its obligations under this Contract. Any such additional insurance shall be provided and maintained by the Contractor at its own expense.