





**BID SOLICITATION  
TWO (2) DOUBLE SIDED LARGE FORMAT PRINTERS  
FOR  
DEPARTMENT OF NATIONAL DEFENCE**

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**List of Annexes to the Resulting Contract:**

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Annex H Substantiation of Technical Compliance Form

Annex I Supply chain integrity process (SCI) process



## **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 Certifications: includes the certifications to be provided;

Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by bidders; and

Part 7 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 Criteria & Method of Selection
Annex D	List of Delivery Locations
Annex E	Compatibility Testing
Annex F	Bid Submissions Forms
Annex G	OEM Certification Form
Annex H	Substantiation of Technical Compliance Form
Annex I	Supply chain integrity process (SCI) process

### **1.2 Summary**

Department of National Defence, has a requirement for sixty (60) month leases and warranty for two (2) plotters including software and two identical folders with three (3) one (1) year options to extend the lease.

This Contract is for the supply, delivery, maintenance free equipment and service package 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 2 devices are required which must meet the mandatory technical specifications detailed in Annex A.

### **1.3 Debriefings**

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days of receipt of the results of the bid solicitation process. The debriefing may be provided in writing, by telephone or in person.



#### **1.4 National Security Exception**

On May 28, 2012, the Government of Canada announced on the Government Electronic Tendering Service that it had invoked the National Security Exception under the trade agreements in respect of procurements related to email, networks and data centres for Shared Services Canada. As a result, this requirement is subject to the National Security Exception.



## 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. All references to PWGSC contained within the Standard Instructions will be interpreted as a reference to SSC, except for section 5(2)(d).
- d) Section 3 of the Standard Instructions – Goods and Services – Competitive Requirements 2003 is amended as follows: delete “Pursuant to the *Department of Public Works and Government Services Act*, S.C. 1996, c.16”
- e) 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 and twenty (120) days

### 2.2 Submission of Bids

- a) Bids must be submitted only to Shared Services Canada, Procurement Officer, Nina Caldwell by e-mail only to [nina.caldwell@canada.ca](mailto:nina.caldwell@canada.ca) by the date and time indicated on the cover page of the bid solicitation. For an offer to be considered, this RFP must be completed and submitted in its entirety. All queries concerning the RFP, whether before or after closing date, must be in writing by e-mail and addressed to Nina Caldwell at [nina.caldwell@canada.ca](mailto:nina.caldwell@canada.ca) and [ssc.wtdprintingproducts-productsimpressionatmt.spc@canada.ca](mailto:ssc.wtdprintingproducts-productsimpressionatmt.spc@canada.ca).
- b) Due to the nature of the bid solicitation, bids transmitted by facsimile to Shared Services Canada will not be accepted.

### 2.3 Enquiries - Bid Solicitation

- a) All enquiries must be submitted in writing to the Contracting Authority no later than 5 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

- a) Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

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



## PART 3 BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

- a) **Copies of Bid:** Canada requests that bidders provide their bid in separately bound sections as follows:
- i) Section I: Technical Bid (1 soft copy)
  - ii) Section II: Financial Bid (1 soft copy)
  - iii) Section III: Certifications (1 soft copy)
- Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.
- b) **Format for Bid:** Canada requests that bidders follow the format instructions described below in the preparation of their bid:
- i) use a numbering system that corresponds to the bid solicitation;
  - ii) 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
  - iii) include a table of contents.

### 3.2 Section I: Technical Bid

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.

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 Annex E, 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 blank, 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.



- a) The technical bid consists of the following:
- i) **Bid Submission Form:** Bidders are requested to include the Bid Submission Form with their bids. It provides a common form in which bidders can provide information required for evaluation and contract award, such as a contact name and the Bidder's Procurement Business Number, etc. Using the form to provide this information is not mandatory, but it is recommended. If Canada determines that the information required by the Bid Submission Form is incomplete or requires correction, Canada will provide the Bidder with an opportunity to do so.
  - ii) **Substantiation of Technical Compliance Form:** The technical bid must substantiate the compliance of the Bidder and its proposed products with the specific articles of Annex A (Statement of Work) identified in the Substantiation of Technical Compliance Form, which is the requested format for providing the substantiation. The Substantiation of Technical Compliance Form is not required to address any parts of this bid solicitation not referenced in the form. The substantiation must not simply be a repetition of the requirement(s), but must explain and demonstrate how the Bidder will meet the requirements and carry out the required Work. Simply stating that the Bidder or its proposed solution or product complies is not sufficient. Where Canada determines that the substantiation is not complete, the Bidder will be declared non-responsive and disqualified. The substantiation may refer to additional documentation submitted with the bid - this information can be referenced in the "Reference" column of the Substantiation of Technical Compliance Form, where bidders are requested to indicate where in the bid the reference material can be found, including the title of the document, and the page and paragraph numbers; where the reference is not sufficiently precise, Canada may request that the Bidder direct Canada to the appropriate location in the documentation.

### 3.3 Section II: Financial Bid

- a) Pricing: Bidders must submit their financial bid in accordance with Annex B – *Basis of Payment*. The total amount of Applicable Taxes must be shown separately, if applicable.  
*A completed Annex B, Basis of Payment, table must be submitted.*
- b) Blank Prices: Bidders are requested to insert "\$0.00" for any item for which it will not 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 evaluation criteria.
- b) An evaluation team composed of representatives of Canada will evaluate the bids.
- c) In addition to any other time periods established in the bid solicitation:
- d) Requests for Clarifications: If Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have 2 working days (or a longer period if 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.

### **4.2 Technical Evaluation - Mandatory Technical**

- a) 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.

### **4.3 Financial Evaluation**

#### **a) Mandatory Financial Criteria**

- i) SACC Manual Clause A0220T (2014-06-26), Evaluation of Price.  
Please refer to Annex C, and complete the Basis of Payment, Annex B.

### **4.4 Basis of Selection**

- a) SACC Manual Clause A0031T (2010-08-16), Basis of Selection – Mandatory Technical Criteria
- b) A bid must comply with the requirements of the bid solicitation and meet all mandatory evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.



## **PART 5 CERTIFICATIONS**

### **5.1 Certification**

- a) Bidders must provide the required certifications and documentation to be awarded a contract.
- b) 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.
- c) 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.

### **5.2 Mandatory Certifications Required Precedent to Contract Award**

- a) Bidders must submit the following duly completed certifications as part of their bid.
- b) Code of Conduct and Certifications

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.

### **5.3 Federal Contractors Program for Employment Equity – Bid Certification**

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

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

- a) 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.
- b) Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).
- c) Bidders bidding as societies, firms or partnerships do not need to provide lists of names.

### **5.5 Additional Certifications Precedent to Contract Award**

- a) 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.



## 5.6 OEM Certification

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

## 5.7 Code of Conduct Certifications – Certifications Required Precedent to Contract Award

- a) Bidders should provide, with their bids or promptly thereafter, a complete list of names of all individuals who are currently directors of the Bidder. If such a list has not been received by the time the evaluation of bids is completed, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Bidders must submit the list of directors before contract award, failure to provide such a list within the required time frame will render the bid non-responsive.
- b) The Contracting Authority may, at any time, request that a Bidder provide properly completed and Signed Consent Forms ([Consent to a Criminal Record Verification form – PWGSC-TPSGC 229](#)) for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the bid being declared non-responsive.

## 5.8 Common Criteria Security Certification

- a) Bidders should provide with their bids the proposed multi-function devices Common Criteria Security Certification, brochure and configuration pages (aka white pages) for each model submitted for consideration.
- b) If the Common Criteria Security Certification is unavailable due to the fact that the machine is currently in evaluation, Bidders should identify this and provide a verifiable link to the website which demonstrates this status.



## **PART 6 SECURITY, FINANCIAL AND OTHER REQUIREMENTS**

### **6.1 Security Requirements**

- a) Contractor's personnel must be escorted by a Department of National Defence employee at all times while on site.



## PART 7 RESULTING CONTRACT CLAUSES

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

### 7.1 Requirement

- a) \_\_\_\_\_ (the “**Contractor**”) agrees to supply to the Client the goods and services described in the Contract, including the Statement of Work at Annex A, in accordance with, and at the prices set out in, the Contract. This includes:
- i) supplying the Leased Hardware;
  - ii) providing the Hardware Documentation;
  - iii) providing maintenance and support services for the Hardware during the Hardware Maintenance Period;
  - iv) granting the license to use the Licensed Software described in the Contract;
  - v) providing the Software Documentation;
  - vi) providing maintenance and support for the Licensed Software during the Software Support Period;
  - vii) providing training, as and when requested by Canada,

Client: Under the Contract, the “Client” is Shared Services Canada (“SSC”), an organization with a mandate to provide shared services. This Contract will be used by SSC to provide shared services to its clients, which include SSC itself, those government institutions for whom SSC’s services are mandatory at any point during the Contract Period, and those other organizations for whom SSC’s services are optional at any point during the Contract Period and that choose to use those services from time to time. SSC may choose to use this Contract for some or all of its clients and may use alternative means to provide the same or similar services.

### 7.2 Standard Clauses and Conditions

- a) All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<http://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada. All references contained within the General Conditions or Supplementary General Conditions to the Minister of Public Works and Government Services will be interpreted as a reference to the minister presiding over Shared Services Canada and all references to the Department of Public Works and Government Services will be interpreted as Shared Services Canada.
- b) For purposes of this contract the PWGSC policies referenced within the Standard Acquisitions Clauses and Conditions Manual are adopted as SSC policies.

### 7.3 General Conditions:

- a) 2010A (2016-04-04), General Conditions – Medium Complexity - Services, apply to and form part of the Contract. These General Conditions are amended as follows:

Section 2 of the General Conditions is amended as follows: delete “Pursuant to the *Department of Public Works and Government Services Act*, S.C. 1996, c.16”

### 7.4 Supplemental General Conditions:

- a) The following Supplemental General Conditions:
- b) 4001 (2015-04-01), Supplemental General Conditions - Hardware Purchase, Lease and Maintenance;
- c) 4003 (2010-08-16), Supplemental General Conditions - Licensed Software;
- d) Section 08 is replaced as follows:



- e) The license to use the Licensed Software under the Contract is transferable by Canada under the same conditions of the Contract, to any Device or Client, as applicable, or to any Canadian government department or Crown corporation, as defined in the Financial Administration Act, R.S.C. 1985, c. F-11, as amended from time to time, or to any other party for which Shared Services Canada has been authorized to act under section 8 of the Shared Services Canada Act, L.C. 2012, ch.19, art 711 as long as Canada informs the Contractor of the transfer within thirty (30) days of the transfer occurring. For the purposes of this section, in the circumstances where an Entity License is transferred, such license will be capped at the number of users in the transferring department, corporation, agency or other party before the transfer; and
- f) 4004 (2013-04-25), Supplemental General Conditions - Maintenance and Support Services for Licensed Software.

### 7.5 Security Requirement

- a) Contractor's personnel must be escorted by a Department of National Defence employee at all times while on site.

### 7.6 National Security Exception (NSE)

On May 28, 2012, the Government of Canada announced on the Government Electronic Tendering Service that it had invoked the National Security Exception under the trade agreements in respect of procurements related to email, networks and data centres for Shared Services Canada. As a result, this requirement is subject to the National Security Exception.

### 7.7 Contract Period

- a) **Contract Period:** The "**Contract Period**" is the entire period of time during which the Contractor is obliged to perform the Work, which includes:
  - i) The "**Initial Contract Period**", which begins within 20 days of contract award; and
  - ii) The period during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.

- b) **Option to Extend the Contract**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by three (3) additional 12 month periods under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions 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.

### 7.8 Delivery Date

- a) All the deliverables must be received within 20 calendar days of Contract Award.
- b) Precise addresses to be provided upon Contract Award. See Annex D.



**7.9 Authorities**

**a) Contracting Authority**

The Contracting Authority for the Contract is:

Name: Nina Caldwell  
Title: Procurement Officer - Shared Services Canada  
Directorate: Procurement and Vendors Relations  
Address: 180 Kent St., 13-100, Ottawa, ON K1G 4A8  
Telephone: 613-882-8328  
E-mail address: nina.caldwell@canada.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.

**b) Project Authority**

The Project Authority will be identified at contract award.

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

**c) Contractor's Representative**

The Contractor's Representative for the Contract is:

Name	
Title	
Company	
Address	
Telephone	
Facsimile	
Email address	

**7.10 Payment**

**a) Basis of Payment**

- i) 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. Delivery, installation, and Provincial Electronic Disposal Surcharges are included and all applicable taxes are extra.
- ii) 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.

**7.11 Competitive Award**

The Contractor acknowledges that the Contract has been awarded as a result of a competitive process. No additional charges will be allowed to compensate for errors, oversights, misconceptions or underestimates made by the Contractor when bidding for the Contract.



### 7.12 Purpose of Estimates

All estimated costs contained in the Contract are included solely for the administrative purposes of Canada and do not represent a commitment on the part of Canada to purchase goods or services in these amounts. Any commitment to purchase specific amounts or values of goods or services is described elsewhere in the Contract.

### 7.13 Limitation of Expenditure

- a) Canada's total liability to the Contractor under the Contract must not exceed the amount set out on page 1 of the Contract, less any Applicable Taxes. With respect to the amount set out on page 1 of the Contract, Customs duties are included, if applicable and Applicable Taxes are included. Any commitments to purchase specific amounts or values of goods or services are described elsewhere in the Contract.
- b) 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 when:
  - i) it is 75 percent committed, or
  - ii) 4 months before the Contract expiry date, or
  - iii) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
  - iv) If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Providing this information does not increase Canada's liability.

### 7.14 Method of Payment - Monthly Payment

- a) H1008C (2008-05-12), Monthly Payment.

### 7.15 SACC Manual Clauses

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

### 7.16 Invoicing Instructions

- a) The Contractor must submit invoices in accordance with the information required in the General Conditions. Invoices cannot be submitted until all work identified in the invoices is completed.
- b) 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 7.7 "Authorities".

### 7.17 Certifications

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the entire Contract Period. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, under the default provision of the Contract, to terminate the Contract for default.



**7.18 Applicable Laws**

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

**7.19 Priority of Documents**

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

- a) these Articles of Agreement, including any individual SACC clauses incorporated by reference in these Articles of Agreement;
- b) supplemental general conditions, in the following order:
  - i) 4001; (2015-04-01) Hardware Purchase, Lease and Maintenance;
  - ii) 4003; (2010-08-16) Licensed Software;
  - iii) 4004; (2013-04-25) Maintenance and Support Services or Licensed Software;
- c) general conditions 2010A (2016-04-04) General Conditions – Medium Complexity-Services;
- d) Annex A, Statement of Work;
- e) Annex B, Basis of Payment
- f) Annex C, Evaluation Criteria & Method of Selection
- g) Annex D, List of Delivery Locations
- h) Annex J, SRCL
- i) the Contractor's bid dated \_\_\_\_\_ (*insert date of bid*), as amended \_\_\_\_\_ (*insert date(s) of amendment(s) if applicable*).

**7.20 Insurance Requirements**

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

**7.21 SACC Manual Clauses**

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

**7.22 Hardware**

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
Delivery <sup>44</sup> Location	Refer to Part 7 Resulting Contract Clauses, Section 7.8 Delivery
Delivery Date	Refer to Part 7 Resulting Contract Clauses, Section 7.8 Delivery
Contractor must deliver Hardware Documentation	Yes
Contractor must update Hardware Documentation throughout Contract Period	No - Section 7(5) of 4001 does not apply to the Contract.
Hardware Documentation must include maintenance documentation	No



Contractor must Install Hardware at time of Delivery	Yes
Hardware is part of a System	Yes
Lease Period	60 months
Option to Extend Lease Period	The Contractor grants to Canada an irrevocable option to extend the Lease Period by 3 one-year 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
Delivery of Leased Hardware	The Leased Hardware must be delivered by no later than 20 days of contract award
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; (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 7.17 Service Response Time during PPM
Toll-free Telephone Number for Maintenance Service	[to be completed with information from the Contractor at the time of award]
Website for Maintenance Service	[to be completed with information from the Contractor at the time of award]

In addition to and notwithstanding 4001 (2015-04-01) Supplemental General Conditions Hardware Purchase, Lease and Maintenance the following articles apply to the Contract:

### 7.23 Training

- a) At the request of the client, the Contractor must provide on-site adequate 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.



#### **7.24 Service Response Time During the Principal Period of Maintenance for A2/A3 Devices**

- a) The Contractor must provide the following level of support in the event of equipment malfunction:
- b) 1 hour to respond to a service call back;
- c) 4 hours from time of service call to have a technician at the print site if required; and
- d) 8 hours to resolve problem allowing IRB to continue operations at minimum 80% capacity, except on written agreement by the Identified User.
- e) 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 contractor's 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).
- f) 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.
- g) 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 in operational, 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.

#### **7.25 Remedies Following Unacceptable Levels of Service**

- a) To ensure a continuing acceptable level of service for the client's workload, the Contractor agrees that Canada may exercise the following remedial actions.
- b) 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.
- c) 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.
- d) 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.
- e) 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.
- f) The application of any remedy shall not result in any increase in liability to Canada.
- g) Process to Claim Remedy
  - i) 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.
  - ii) Any such claim for a remedy must include reasonable documentation to support such claim.
  - iii) 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.



- iv) 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.
- v) 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.
- h) Definitions
  - i) "Remedial Equipment Failure" means any equipment malfunction that requires remedial maintenance to be provided by the Contractor in order to make the equipment operational.
  - ii) "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.
- i) Actual Remedies
- j) Excessive Equipment Failure
  - i) 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.
- k) Failure to Repair Equipment
  - i) In the event that any single Unscheduled Equipment Outage exceeds 48 hours then the Contractor must replace the equipment.
- l) Excessive Outage
  - i) 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:
  - ii)  $(TUEO/8) \times .1 \times \text{Total FMR} + \text{Fixed Monthly Service Rate}$ ; 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.
- m) Failure to Respond to Remedial Equipment Failures
  - i) 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.
- n) Spoilage of Copies
  - i) 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.
- o) Additional client requirements
  - i) Preventive maintenance and engineering changes must be scheduled at times consistent with the client's operational and security requirements.



- ii) 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.
- iii) 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.

#### **7.26 Preventive Maintenance**

- a) 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.

#### **7.27 Termination**

- a) 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:
- b) Termination Fees
  - i) 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.
  - ii) 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.



- 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.
- iii) 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

#### 1. Requirement

1.1 Department of National Defence, has a requirement for sixty (60) month leases and warranty for two (2) plotters including software and two identical folders with three (3) one (1) year options to extend the lease.

This Contract is for the supply, delivery, maintenance free equipment and service package 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.

1.2 A total of 2 devices are required which must meet the mandatory technical specifications detailed in Annex A.

#### 2. Mandatory technical requirement

##### A1. Plotters (2)

The double sided large format printers must meet the following mandatory requirements:

<b>A1.1</b>	No larger than 2.5 metres wide x 1.5 metres tall x 2.25 metres deep to fit and operate within the parameters of current infrastructure;
<b>A1.2</b>	CSA approved and meets the Canadian Electrical Code; and
<b>A1.3</b>	Must be network capable (Windows network/remote server) through a proper network cable.
<b>A1.4</b>	Be fully automated (feed system) capable of paper rolls and able to handle up to 44 inches/1118 mm wide and up to 300 feet/91.44 m rolls. The feed section must be able to precisely position each sheet for registration;
<b>A1.5</b>	Be capable of printing on various media up to and including but not limited to, 36lb bond paper, coated paper, uncoated paper, photo paper and Tyvek;
<b>A1.6</b>	Be capable of printing on 42inch/1066mm and 36 inch/914mm rolled paper, edge to edge;
<b>A1.7</b>	Be able to print Size A1 sheets at 20 per hour at 1200dpi;
<b>A1.8</b>	Be able to print at different resolutions from a minimum of 1200 x 1200 dpi or higher;
<b>A1.9</b>	Be able to dry/cure to allow for immediate use;
<b>A1.10</b>	Be able to use a minimum of 8 colours (for red-light readable) (C,M,Y,K,PM<PC,GY, and MBK);
<b>A1.11</b>	Be able to print text at a minimum size of 4 points. It must be able to print images without any visible banding;
<b>A1.12</b>	Be able to accept a minimum of the following file formats (PS, EPS, PDF, Tiff and JPG);
<b>A1.13</b>	Must be capable of +/- 1mm tolerance in registration between both sides of paper;
<b>A1.14</b>	Include on-site installation and training as per training requirement; and
<b>A1.15</b>	Include five (5) year onsite maintenance and support per Service Requirements.

##### A2. The Automatic Folders (2)

The following mandatory requirements must be met:

<b>A2.1</b>	No larger than 2.5 metres wide x 1.5 metres tall x 1.5 metres deep to fit and operate within the parameters of current infrastructure; and
<b>A2.2</b>	CSA approved and meets the Canadian Electrical Code.
<b>A2.3</b>	Be capable of accepting at a minimum, 42 inches/1066 mm x 60 inches/1525 mm sheets;
<b>A2.4</b>	Must be network capable (Windows network/remote server) through a proper network cable.



<b>A2.5</b>	Be capable of fan folding (up to 12 folds) and the subsequent cross folding (up to 2 folds) in a max of two steps;
<b>A2.6</b>	The sheet sizes from the following Section 3. must be 5 inches x 10 inches when folded. The first and last fan fold must be equal in width;
<b>A2.7</b>	Be capable of folding A1 sheets at 10 per minute;
<b>A2.8</b>	Capable of off-line mode; and
<b>A2.9</b>	Stacker to hold a minimum of 5 folded products.
<b>A2.10</b>	Must include on-site installation and training as per training requirement;

### A3. Training Requirement (1)

The following requirements must be met:

<b>A3.1</b>	<p>The equipment training program must include but not limited to:</p> <ul style="list-style-type: none"> <li>-Equipment overview/equipment demo</li> <li>-Operator panel usage</li> <li>-User creation</li> <li>-Error code identification</li> <li>-Hands-on operating experience</li> <li>-Supply/ink replenishing instructions and jam removal</li> <li>-Administrative issues (e.g., placing a service call, escalation list, ink ordering)</li> <li>-Equipment Maintenance and Care</li> <li>-Power sources</li> <li>-Paper sources</li> <li>-Misfeed removal and tips</li> <li>-Plotter Functions</li> <li>-Reports</li> <li>-Questions and answers</li> </ul>
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### A4. Service Requirement (1)

The following requirements must be met:

<b>A4.1</b>	Technical telephone support, Service and Supply placement orders must be available between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday locally for Ottawa, excluding recognized holidays. In addition, the Technical Authority or his/her designate must have the ability to place service calls electronically via the Web, facsimile and telephone voice mail 24/7;
<b>A4.2</b>	Turnaround time from the time the service call is made will be no later than two (2) business days including the time the device is fixed or the supplies provided;
<b>A4.3</b>	In the event of non-availability of parts, supplier must immediately provide an identical loan unit with setup; and
<b>A4.4</b>	Preventative Maintenance shall be performed as per the frequency prescribed by the manufacturer per copying/printing volumes or greater frequency as needed.
<b>A4.5</b>	include on-site installation and training as per Training Requirement
<b>A4.6</b>	include five (5) year onsite maintenance, and support as per Service Requirements

### A5. Software Requirement (1)

The following requirements must be met:

<b>A5.1</b>	Must be capable of iterative colour management across all printing devices;
<b>A5.2</b>	Must be capable of selective colour correction;
<b>A5.3</b>	Must be capable of soft and hardcopy proofs; and
<b>A5.4</b>	Must be compatible with Windows 7 Pro and newer versions.



### 3. Sheet Sizes

Common sheet sizes that must be folded to 5 inches x 10 inches.

- a. 20 7/8 inches x 59 inches
- b. 20 7/8 inches x 55 inches
- c. 20 1/8 inches x 25 1/8 inches
- d. 20 inches x 25 inches
- e. 25 inches x 29 inches
- f. 20 1/4 inches x 30 inches
- g. 20 inches x 30 inches
- h. 25 3/8 inches x 30 inches
- i. 25 inches x 30 inches
- j. 25 inches x 30 1/8 inches
- k. 25 1/2 inches x 30 inches
- l. 27 inches x 30 1/4 inches
- m. 29 inches x 30 inches
- n. 20 1/2 inches x 35 inches
- o. 24 inches x 35 inches
- p. 25 inches x 35 inches
- q. 25 1/4 inches x 35 inches
- r. 29 1/2 inches x 35 inches
- s. 30 inches x 35 inches
- t. 20 3/4 inches x 40 inches
- u. 20 1/2 inches x 40 inches
- v. 29 inches x 40 inches
- w. 29 1/4 inches x 40 inches
- x. 20 1/4 inches x 45 inches
- y. 20 1/4 inches x 55 inches
- z. 29 1/4 inches x 59 inches
- aa. 25 3/4 inches x 59 1/2 inches
- bb. 20 3/4 inches x 59 1/2 inches
- cc. 20 inches x 45 inches
- dd. 30 inches x 45 inches
- ee. 30 inches x 55 inches
- ff. 30 1/2 inches x 55 inches
- gg. 20 3/4 inches x 50 inches
- hh. 20 7/8 inches x 29 1/4 inches



**ANNEX B**

**BASIS OF PAYMENT**

**B1. MONOCHROME DEVICE**

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

**2 Plotters:** \_\_\_\_\_ (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	Option 3 12 Months
<b>Base Unit Model Name:</b>		\$	\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$	\$
<b>TOTAL FMR</b>		\$	\$	\$	\$	\$	\$	\$

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



**B2. 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.

	<b>Cost per Copy/print (Initial lease period)</b>	<b>Cost per Copy/print (Option Year 1)</b>	<b>Cost per Copy/print (Option Year 2)</b>	<b>Cost per Copy/print (Option Year 3)</b>
<b>Monochrome Cost per Copy/Print (CPC) (Estimated usage* is 500 copies per month)</b>	\$ _____	\$ _____	\$ _____	\$ _____

	<b>Cost per Copy/print (Initial lease period)</b>	<b>Cost per Copy/print (Option Year 1)</b>	<b>Cost per Copy/print (Option Year 2)</b>	<b>Cost per Copy/print (Option Year 3)</b>
<b>Colour Cost per Copy/Print (CPC) (Estimated usage* is 500 copies per month)</b>	\$ _____	\$ _____	\$ _____	\$ _____

\* **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 include delivery, training, custom duties and provincial electronic disposal surcharges; GST/HST extra if applicable.**



### ANNEX C

#### EVALUATION CRITERIA & METHOD OF SELECTION

##### C1. TECHNICAL EVALUATION

Bidders are requested to submit a completed Form found in Annex H- Substantiation of Technical Compliance.

Bidders must demonstrate how they meet each criteria specified in Annex H.

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

Canada will use the Bidders price from Annex B, to complete the financial evaluation.

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.

<b>C2.1 2 Plotters - Reference Annex B – B1 &amp; B2</b>	<b>Evaluated Price</b>
FMR x 60 months x 2 units	
FMR x 48 months x 0.50 x 2 units	
FMR x 36 months x 0.50 x 2 units	
FMR x 24 months x 0.50 x 2 units	
FMR Option 1 x Additional 12 months x 2 units	
FMR Option 2 x Additional 12 months x 2 units	
FMR Option 3 x Additional 12 months x 2 units	
Monochrome CPC initial lease period x 500 pages/month x 60 months x 2 units	
Colour CPC initial lease period x 500 pages/month x 60 months x 2 units	
Monochrome CPC option year 1 x 500 pages/month x 12 months x 2 units	
Monochrome CPC option year 2 x 500 pages/month x 12 months x 2 units	
Monochrome CPC option year 3 x 500 pages/month x 12 months x 2 units	
Colour CPC option year 1 x 500 pages/month x 12 months x 2 units	
Colour CPC option year 2 x 500 pages/month x 12 months x 2 units	
Colour CPC option year 3 x 500 pages/month x 12 months x 2 units	
<b>C2.1 Total Evaluated Price</b>	



**TOTAL EVALUATED PRICE (C.2.1 + C.2.2 + C.2.3 Total Evaluated Price) = \$**

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### **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.



**Annex D**

**List of Delivery Locations**

<b>Device</b>	<b>Location</b>
2 Plotters	Nepean, Ontario



## 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 Department Of National Defences's environment with Department of National Defence'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.



Annex F

BIDDER FORMS

BID SUBMISSION FORM		
<b>Bidder's full legal name</b> <i>[Note to Bidders: Bidders who are part of a corporate group should take care to identify the correct corporation as the Bidder.]</i>		
<b>Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)</b>	Name	
	Title	
	Address	
	Telephone #	
	Fax #	
	Email	
<b>Bidder's Procurement Business Number (PBN)</b> <i>[see the Standard Instructions 2003]</i> <i>[Note to Bidders: Please ensure that the PBN you provide matches the legal name under which you have submitted your bid. If it does not, the Bidder will be determined based on the legal name provided, not based on the PBN, and the Bidder will be required to submit the PBN that matches the legal name of the Bidder.]</i>		
<b>Jurisdiction of Contract:</b> Province in Canada the bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)		
<b>Former Public Servants</b>  See the Article in Part 2 of the bid solicitation entitled Former Public Servant Certification for a definition of "Former Public Servant".	Is the Bidder a FPS in receipt of a pension as defined in the bid solicitation? Yes ____ No ____ If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant Certification"	
	Is the Bidder a FPS who received a lump sum payment under the terms of the work force adjustment directive? Yes ____ No ____ If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant Certification"	
<b>Canadian Content Certification</b>  As described in the solicitation, bids with at least 80% Canadian content are being given a preference.  <i>[For the definition of Canadian goods and services, consult the PWGSC SACC clause A3050T]</i>	On behalf of the bidder, by signing below, I confirm that <i>[check the box that applies]</i> :	
	At least 80 percent of the bid price consists of Canadian goods and services (as defined in the solicitation)	
	Less than 80 percent of the bid price consists of Canadian goods and services (as defined in the solicitation)	



<b>Number of FTEs</b> [Bidders are requested to indicate, the total number of full-time-equivalent positions that would be created and maintained by the bidder if it were awarded the Contract. This information is for information purposes only and will not be evaluated.]	
<b>Security Clearance Level of Bidder</b> <i>[include both the level and the date it was granted]</i> <b><i>[Note to Bidders: Please ensure that the security clearance matches the legal name of the Bidder. If it does not, the security clearance is not valid for the Bidder.]</i></b>	
On behalf of the Bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that: 1. The Bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation; 2. This bid is valid for the period requested in the bid solicitation; 3. All the information provided in the bid is complete, true and accurate; and 4. If the Bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation.	
<b>Signature of Authorized Representative of Bidder</b>	



**Annex G**

**OEM Certification Form**

This confirms that the original equipment manufacturer (OEM) identified below has authorized the Bidder named below to provide and maintain its products under any contract resulting from the bid solicitation identified below.

Name of OEM \_\_\_\_\_

Signature of authorized signatory of OEM \_\_\_\_\_

Print Name of authorized signatory of OEM \_\_\_\_\_

Print Title of authorized signatory of OEM \_\_\_\_\_

Address for authorized signatory of OEM \_\_\_\_\_

Telephone no. for authorized signatory of OEM \_\_\_\_\_

Fax no. for authorized signatory of OEM \_\_\_\_\_

Date signed \_\_\_\_\_

Solicitation Number \_\_\_\_\_

Name of Bidder \_\_\_\_\_



**Annex H**

**SUBSTANTIATION OF TECHNICAL COMPLIANCE FORM**

**EQUIPMENT REQUIREMENT**

The printer must meet the following mandatory requirements:

**A1. 2 Plotters:** \_\_\_\_\_ *(insert model name)*

**MANDATORY CRITERIA**

<b>A1.</b>	<b>Device Specifications</b>	<b>Comply (Yes/No)</b>	<b>Substantiation</b> Simply repeating the statement contained in the bid solicitation is not sufficient. Bidders please describe how the devices meet the mandatory criteria.	<b>Reference</b> Bidders please clearly indicate where supporting documentation can be found in the bid.
<b>A1.1</b>	No larger than 2.5 metres wide x 1.5 metres tall x 2.25 metres deep to fit and operate within the parameters of current infrastructure;	Y/N		
<b>A1.2</b>	CSA approved and meets the Canadian Electrical Code; and	Y/N		
<b>A1.3</b>	Must be network capable (Windows network/remote server) through a proper network cable.	Y/N		
<b>A1.4</b>	Be fully automated (feed system) capable of paper rolls and able to handle up to 44 inches/1118 mm wide and up to 300 feet/91.44 m rolls. The feed section must be able to precisely position each sheet for registration	Y/N		
<b>A1.5</b>	Be capable of printing on various media up to and including but not limited to, 36lb bond paper, coated paper, uncoated paper, photo paper and	Y/N		



	Tyvek;			
<b>A1.6</b>	Be capable of printing on 42inch/1066mm and 36 inch/914mm rolled paper, edge to edge;	Y/N		
<b>A1.7</b>	Be able to print Size A1 sheets at 20 per hour at 1200dpi;	Y/N		
<b>A1.8</b>	Be able to print at different resolutions from a minimum of 1200 x 1200 dpi or higher;	Y/N		
<b>A1.9</b>	Be able to dry/cure to allow for immediate use;	Y/N		
<b>A1.10</b>	Be able to use a minimum of 8 colours (for red-light readable) (C,M,Y,K,PM<PC,GY, and MBK);	Y/N		
<b>A1.11</b>	Be able to print text at a minimum size of 4 points. It must be able to print images without any visible banding;	Y/N		
<b>A1.12</b>	Be able to accept a minimum of the following file formats (PS, EPS, PDF, Tiff and JPG);	Y/N		
<b>A1.13</b>	Must be capable of +/- 1mm tolerance in registration between both sides of paper;	Y/N		
<b>A1.14</b>	Include on-site installation and training as per training requirement; and	Y/N		
<b>A1.15</b>	Include five (5) year onsite maintenance and support per Service Requirements.	Y/N		

**A2. The Automatic Folders (2)**

<b>A2.</b>	<b>Colour Device Specifications</b>	<b>Comply (Yes/No)</b>	<b>Substantiation</b>	<b>Reference</b>
			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.
<b>A2.1</b>	No larger than 2.5 metres wide x 1.5	Y/N		



	metres tall x 1.5 metres deep to fit and operate within the parameters of current infrastructure; and			
<b>A2.2</b>	CSA approved and meets the Canadian Electrical Code.	Y/N		
<b>A2.3</b>	Be capable of accepting at a minimum, 42 inches/1066 mm x 60 inches/1525 mm sheets;	Y/N		
<b>A2.4</b>	Must be network capable (Windows network/remote server) through a proper network cable.	Y/N		
<b>A2.5</b>	Be capable of fan folding (up to 12 folds) and the subsequent cross folding (up to 2 folds) in a max of two steps;	Y/N		
<b>A2.6</b>	The sheet sizes from the following Section 3. must be 5 inches x 10 inches when folded. The first and last fan fold must be equal in width;	Y/N		
<b>A2.7</b>	Be capable of folding A1 sheets at 10 per minute;	Y/N		
<b>A2.8</b>	Capable of off-line mode; and	Y/N		
<b>A2.9</b>	Stacker to hold a minimum of 5 folded products.	Y/N		
<b>A2.10</b>	Must include on-site installation and training as per training requirement;	Y/N		

<b>A3.</b>	<b>Training Requirement</b>	<b>Comply (Yes/No)</b>	<b>Substantiation</b> Simply repeating the statement contained in the bid solicitation is not sufficient. Bidders please describe how the following mandatory criteria will be met.	<b>Reference</b> Bidders please clearly indicate where supporting documentation can be found in the bid.
<b>A3.1</b>	The equipment training program must include but not limited to: -Equipment overview/equipment demo -Operator panel usage -User creation	Y/N		



	<ul style="list-style-type: none"> <li>-Error code identification</li> <li>-Hands-on operating experience</li> <li>-Supply/ink replenishing instructions and jam removal</li> <li>-Administrative issues (e.g., placing a service call, escalation list, ink ordering)</li> <li>-Equipment Maintenance and Care</li> <li>-Power sources</li> <li>-Paper sources</li> <li>-Misfeed removal and tips</li> <li>-Plotter Functions</li> <li>-Reports</li> <li>-Questions and answers</li> </ul>			
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<b>A4.</b>	<b>Maintenance Requirement</b>	<b>Comply (Yes/No)</b>	<b>Substantiation</b>	<b>Reference</b>
			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.
<b>A4.1</b>	Technical telephone support, Service and Supply placement orders must be available between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday locally for Ottawa, excluding recognized holidays. In addition, the Technical Authority or his/her designate must have the ability to place service calls electronically via the Web, facsimile and telephone voice mail 24/7;	Y/N		
<b>A4.2</b>	Turnaround time from the time the service call is made will be no later than two (2) business days including the time the device is fixed or the supplies provided;	Y/N		
<b>A4.3</b>	In the event of non-availability of parts, supplier must immediately provide an identical loan unit with setup; and	Y/N		
<b>A4.4</b>	Preventative Maintenance shall be	Y/N		



	performed as per the frequency prescribed by the manufacturer per copying/printing volumes or greater frequency as needed.			
<b>A4.5</b>	include on-site installation and training as per Training Requirement	Y/N		
<b>A4.6</b>	include five (5) year onsite maintenance, and support as per Service Requirements	Y/N		

<b>A5.</b>	<b>Software Requirement</b>	<b>Comply (Yes/No)</b>	<b>Substantiation</b> Simply repeating the statement contained in the bid solicitation is not sufficient. Bidders please describe how the following mandatory criteria will be met.	<b>Reference</b> Bidders please clearly indicate where supporting documentation can be found in the bid.
<b>A5.1</b>	Must be capable of iterative colour management across all printing devices;	Y/N		
<b>A5.2</b>	Must be capable of selective colour correction;	Y/N		
<b>A5.3</b>	Must be capable of soft and hardcopy proofs; and	Y/N		
<b>A5.4</b>	Must be compatible with Windows 7 Pro and newer versions.	Y/N		



## Annex I

### SUPPLY CHAIN INTEGRITY PROCESS (SCI) PROCESS

#### 1. SCI REQUIREMENT

In order to remain a Bidder and to be eligible to bid on any solicitation associated with this procurement process, each Bidder will need to complete the Supply Chain Integrity process.

##### Definitions

The following words and expressions used with respect to Supply Chain Integrity assessment have the following meanings:

- (a) **“Product”** means any hardware that operates at the data link layer of the OSI Model (Layer 2) and above; any software; and any Workplace Technology Devices;
- (b) **“Workplace Technology Device”** means any desktop, mobile workstation (such as a laptop or tablet), smart phone, or phone, as well as any peripheral item or accessory such as a monitor, keyboard, computer mouse, audio device or external or internal storage device such as a USB flash drive, memory card, external hard drive or writable CDs and DVDs or other media;
- (c) **“Product Manufacturer”** means the entity that assembles the component parts to manufacture the final Product;
- (d) **“Software Publisher”** means the owner of the copyright of the software, who has the right to license (and authorize others to license/sub-license) its software products;
- (e) **“Canada’s Data”** means any data originating from the Work, any data received in contribution to the Work or any data that is generated as a result of the delivery of security, configuration, operations, administration and management services, together with any data that would be transported or stored by the contractor or any subcontractor as a result of performing the Work under any contract resulting from a subsequent solicitation; and
- (f) **“Work”** means all the activities, services, goods, equipment, matters and things required to be done, delivered or performed by the contractor under any contract resulting from a subsequent solicitation.

##### Mandatory Ongoing Qualification Submission Requirements

A supply chain scope diagram is attached below under Section 3 to provide a visual representation of the Supply Chain Integrity (SCI) process and assessment requirements described in further detail below.

Bidders must submit, by the closing date and time of this RFQ the following Supply Chain Security Information (SCSI):

- a) **IT Product List:** Bidders must identify the Products over which Canada’s Data would be transmitted and/or on which Canada’s Data would be stored, that would be used and/or installed by the Bidders or any of its subcontractors to perform any part of the Work, together with the following information regarding each Product;
  - (i) **Location:** identify the where each Product is interconnected with any given network for Canada’s Data (identify the service delivery points or nodes, such as points of presence, third party locations, data centre facilities, operations centre, security operations centre, internet or other public network peering points, etc.);
  - (ii) **Product Type:** identify the generally recognized description used by industry such as hardware, software, etc.; components of an assembled Product, such as module or card assembly, must be provided for all layer 3 internetworking devices;
  - (iii) **IT Component:** identify the generally recognized description used by industry such as firewall router, switch, server, security appliance, etc.;
  - (iv) **Product Model Name or Number:** identify the advertised name or number of the Product assigned to it by the Product Manufacturer;



- (v) **Description and Purpose of the Product:** identify the advertised description or purpose by the Product Manufacturer of the Product and the intended usage or role in the Work described in the resulting contract;
- (vi) **Source:** identify the Product Manufacturer, Software Publisher and/or Original Equipment Manufacturer of embedded components;
- (vii) **Name of Subcontractor:** in the “SCSI Submission Form” provided with this solicitation, “Name of Subcontractor” refers to the subcontractor that will provide, install or maintain the Product, if the Bidder would not do so itself.

While submitting the information is mandatory, Bidders are requested to provide the SCSI by using the SCSI Submission Form. Canada requests that, on each page, Bidders indicate their legal name and insert a page number as well as the total number of pages. Canada also requests that Bidders insert a separate row in the SCSI Submission Form for each Product. Canada requests that Bidders not repeat multiple iterations of the same Product (e.g., if the serial number and/or the color is the only difference between two Products, they will be treated as the same Product for the purposes of SCSI).

b) **List of Subcontractors:** The Bidder must provide a list of any subcontractors that could be used to perform any part of the Work (including subcontractors affiliated or otherwise related to the Bidder) pursuant to any resulting contract. The list must include at a minimum:

- (i) the name of the subcontractor;
- (ii) the address of the subcontractor’s headquarters;
- (iii) the portion of the Work that would be performed by the subcontractor; and
- (iv) the location(s) where the subcontractor would perform the Work.

This list must identify all third parties who may perform any part of the Work, whether they would be subcontractors to the Bidder, or subcontractors to subcontractors of the Bidder down the chain. Any subcontractor that could have access to Canada’s Data or would be responsible either for transporting it or for storing it must be identified. For the purposes of this requirement, a third party who is merely a supplier of goods to the Bidder, but who does not perform any portion of the Work, is not considered to be a subcontractor. Subcontractors would include, for example, technicians who might be deployed or maintain the Bidder’s solution. If the Bidder does not plan to use any subcontractors to perform any part of the Work, Canada requests that the Bidder indicate this in its bid submission.

## 2. Assessment of Supply Chain Security Information:

Canada will assess whether, in its opinion, the Supply Chain Security Information creates the possibility that the Bidder’s solution could compromise or be used to compromise the security of Canada’s equipment, firmware, software, systems or information.

In conducting its assessment:

- a) Canada may request from the Bidder any additional information that Canada requires to conduct a complete security assessment of the Supply Chain Security Information. The Bidder will have 2 working days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the bid submission being disqualified.
- b) Canada may use any government resources or consultants to conduct the assessment and may contact third parties to obtain further information. Canada may use any information, whether it is included in the bid submission or comes from another source, that Canada considers advisable to conduct a comprehensive assessment of the Supply Chain Security Information.

If, in Canada’s opinion, any aspect of the Supply Chain Security Information, if used in a solution, could compromise or be used to compromise the security of Canada’s equipment, firmware, software, systems or information:



- a) Canada will notify the Bidder in writing (sent by email) and identify which aspect(s) of the Supply Chain Security Information is subject to concern(s) or cannot be assessed (for example, proposed future releases of products cannot be assessed). Any further information that Canada might be able to provide to the Bidder regarding its concerns will be determined based on the nature of the concerns. In some situations, for reasons of national security, it may not be possible for Canada to provide further information to the Bidder; therefore, in some circumstances, the Bidder will not know the underlying reasons for Canada's concerns with respect to a product, subcontractor or other aspect of the Bidder's Supply Chain Security Information.
- b) The notice will provide the Bidder with one opportunity to submit revised Supply Chain Security Information within the 2 calendar days following the day on which Canada's written notification is sent to the Bidder (or a longer period specified in writing by the Contracting Authority).
- c) If the Bidder submits revised Supply Chain Security Information within the allotted time, Canada will perform a second assessment. If Canada determines that any aspect of the Bidder's revised Supply Chain Security Information could compromise or be used to compromise the security of Canada's equipment, firmware, software, systems or information, no further opportunities to revise the Supply Chain Security Information will be provided and the previously Bidder will be disqualified and unable to participate in the subsequent procurement phase(s).

By participating in this process, the Bidder acknowledges that the nature of information technology is such that new vulnerabilities, including security vulnerabilities, are constantly being identified. Also, the Bidder acknowledges that Canada's security assessment does not involve the assessment of a proposed solution. As a result:

- a) qualification pursuant to the SCI assessment does not constitute an approval that the products or other information included as part of the Supply Chain Security Information will meet the requirements of any subsequent solicitation or any resulting contract or other instrument that may be awarded as a result of any subsequent solicitation;
- b) qualification pursuant to the SCI assessment does not mean that the same or similar Supply Chain Security Information will be assessed in the same way for future requirements;
- c) arising security threats may affect some aspect(s) of a Bidder's Supply Chain Security Information which has become the subject of security concerns. At that point, Canada will notify the Bidder and provide the Bidder with an opportunity to revise its Supply Chain Security Information, using the same process described above; and
- d) during the performance of a subsequent contract, if Canada has concerns regarding certain products, designs or subcontractors originally included in the Supply Chain Security Information, the terms and conditions of that contract will govern the process for addressing those concerns.

The Bidder with the lowest BFOP will be notified in writing regarding whether or not they continue to be qualified to proceed to the next stage of the procurement process based on the SCI assessment.

Any Bidder that has qualified based on the SCI assessment will be required to provide the proposed hardware throughout the contract period. Except pursuant to the potential Product Substitutions, no alternative or additional Products or subcontractors may be proposed by the Bidder. This will be a mandatory requirement of the solicitation process.

By submitting its SCS, the Bidder agrees to the terms of the following non-disclosure agreement (the "**Non-Disclosure Agreement**"):

- a) The Bidder agrees to keep confidential any information it receives from Canada regarding Canada's assessment of the Bidder's Supply Chain Security Information (the "**Sensitive**



**Information**") including, but not limited to, which aspect of the Supply Chain Security Information is subject to concern, and the reasons for Canada's concerns.

- b) Sensitive Information includes, but is not limited to, any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form or otherwise, and regardless of whether or not that information is labeled as classified, confidential, proprietary or sensitive.
- c) The Bidder agrees that it will not reproduce, copy, divulge, release or disclose, in whole or in part, in whatever way or form any Sensitive Information to any person other than a person employed by the Bidder who has a need to know the information as well as a security clearance commensurate with the level of Sensitive Information being accessed, without first receiving the written consent of the Contracting Authority.
- d) The Bidder agrees to notify the Contracting Authority immediately if any person, other than those permitted by this Sub-article, accesses the Sensitive Information at any time.
- e) All Sensitive Information will remain the property of Canada and must be returned to the Contracting Authority or destroyed, at the option of the Contracting Authority, if requested by the Contracting Authority, within 30 days following that request.
- f) The Bidder agrees that a breach of this Non-Disclosure Agreement may result in disqualification of the Bidder at any stage of the procurement process, or immediate termination of a resulting contract or other resulting instrument. The Bidder also acknowledges that a breach of this Non-Disclosure Agreement may result in a review of the Bidder's security clearance and review of the Bidder's status as an eligible bidder for other requirements.
- g) This Non-Disclosure Agreement remains in force indefinitely. If the Bidder wishes to be discharged from its obligations with respect to any records that include the Sensitive Information, the Bidder may return all the records to an appropriate representative of Canada together with a reference to this Non-Disclosure Agreement. In that case, all Sensitive Information known to the Bidder and its personnel would remain subject to this Non-Disclosure Agreement, but there would be no further obligations with respect to the secure storage of the records containing that Sensitive Information (unless the Bidder created new records containing the Sensitive Information).