





**BID SOLICITATION  
2BP764203  
FOR  
LEASE OF 2 MONOCHROME PRODUCTION RATED PRINTERS AND 1  
COLOUR PRODUCTION RATED PRINTER**

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

Annex A	Statement of Work
Annex B	Basis of Payment
Annex C	Evaluation Criteria & Method of Selection
Annex D	Compatibility Testing
Annex E	Bidders Form
Annex F	OEM Certification Form
Annex G	Substantiation of Technical Compliance Form



## **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 Compatibility Testing
- Annex E Bidders Form
- Annex F OEM Certification Form
- Annex G Substantiation of Technical Compliance Form

### **1.1 Summary**

Royal Canadian Mounted Police has a requirement for a 36 month lease of 2 monochrome (black and white) production rated printers and 1 colour production rated printer with 2 additional 1 year options to extend the lease. This Contract is for the supply, delivery, and installation of the equipment, as well as the necessary training, in French and English, to allow users to access all of the required features of the equipment.

A total of 3 devices are required: of 2 monochrome (black and white) production rated printers and 1 colour production printer which must meet the mandatory technical specifications detailed in Annex A.

### **1.2 Debriefings**

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

### **1.3 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



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Canada

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**

- 2.1.1** 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.
- 2.1.2** 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.
- 2.1.3** 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).
- 2.1.4** 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”
- 2.1.5** Subsection 5(4) of 2003, Standard Instructions - Goods or Services - Competitive Requirements is amended as follows:
  - a) Delete: sixty (60) days
  - b) Insert: one hundred and twenty (120) days

### **2.2 Submission of Bids**

- 2.2.1** Bids must be submitted only to Shared Services Canada Bid Receiving Unit by the date, time and place indicated on the cover page of the bid solicitation.
- 2.2.2** 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**

- 2.3.1** 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.
- 2.3.2** 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 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**

**3.1.1 Copies of Bid:** Canada requests that bidders provide their bid in separately bound sections as follows:

- 3.1.1.1 Section I: Technical Bid ( 1 soft copy)
- 3.1.1.2 Section II: Financial Bid ( 1 soft copy)
- 3.1.1.3 Section III: Certifications ( 1 soft copy)
- 3.1.1.4 Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

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

- 3.1.2.1 use 8.5 x 11 inch (216 mm x 279 mm) paper;
- 3.1.2.2 use a numbering system that corresponds to the bid solicitation;
- 3.1.2.3 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
- 3.1.2.4 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 G form, 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.



**3.2.1** The technical bid consists of the following:

- 3.2.1.1 **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.
- 3.2.1.2 **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**

- 3.3.1 **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.*
- 3.3.2 **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.
- 3.3.3 C3011T (2013-11-06), Exchange Rate Fluctuation

**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

- 4.1.1 Bids will be assessed in accordance with the entire requirement of the bid solicitation including the evaluation criteria.
- 4.1.2 An evaluation team composed of representatives of Canada will evaluate the bids.

In addition to any other time periods established in the bid solicitation:

**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

- 4.2.1.1 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.

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

- 4.2.2.1 Acceptance of all the terms and conditions contained in Part 7 - Resulting Contract Clauses (including those relating to software licensing and those incorporated by reference) is a mandatory requirement of this bid solicitation.
- 4.2.2.2 However, Bidders may, as part of their bid, submit additional software use terms. Whether or not those software use terms will be included in any resulting contract (as an Annex in accordance with the Article entitled "Priority of Documents" in the Resulting Contract Clauses) will be determined using the process described below. Whether or not any proposed additional software use terms are acceptable to Canada is a matter solely within the discretion of Canada.
- 4.2.2.3 The process is as follows:
  - 4.2.2.3.1 Bids may include additional software use terms that are proposed to supplement the terms of the Resulting Contract Clauses. Bidders should not submit a software publisher's full standard license terms (because full standard license terms generally contain provisions that deal with more than simply how the software can be used; for example, they frequently deal with issues such as limitation of liability or warranty, neither of which are software use terms);
  - 4.2.2.3.2 In cases where the Bidder has submitted a software publisher's full standard license terms, Canada will require that the Bidder remove these terms and submit only the software use terms that the Bidder would like Canada to consider;
  - 4.2.2.3.3 Canada will review the additional software use terms proposed by the top-ranked Bidder (identified after the financial evaluation) to determine if there are any provisions proposed by the Bidder that are unacceptable to Canada;
  - 4.2.2.3.4 If Canada determines that any proposed software use term is unacceptable to Canada, Canada will notify the Bidder, in writing, and will provide the Bidder with an opportunity to remove that provision from its bid or to propose alternate language for consideration by Canada. Canada may set a time limit for the Bidder to respond; if the Bidder submits alternate language, if Canada does not find the alternate language acceptable, Canada is not required to allow the Bidder to submit further alternate language;
  - 4.2.2.3.5 If the Bidder refuses to remove provisions unacceptable to Canada from its bid within the time limit set by Canada in its notice, the bid will be considered non-



responsive and be disqualified; Canada may then proceed to the next-ranked bid;  
and

- 4.2.2.3.6 If the Bidder agrees to remove the provisions that are unacceptable to Canada and it is awarded any resulting contract, the proposed additional software use terms (as revised) will be incorporated as an annex to the contract, as set out in the Article entitled "Priority of Documents" in the Resulting Contract Clauses.
- 4.2.2.4 For greater certainty and to ensure that only additional software use terms that have been approved by both parties are incorporated into any resulting contract, unless the additional software use terms proposed by the Bidder are included as a separate annex to the Contract and initialed by both parties, they will not be considered part of any resulting contract (even if they are part of the bid that is incorporated by reference into the resulting contract). The fact that some additional terms and conditions or software use terms were included in the bid will not result in those terms applying to any resulting contract, regardless of whether or not Canada has objected to them under the procedures described above.

### **4.3 Financial Evaluation**

#### **4.3.1 Mandatory Financial Criteria**

- 4.3.1.1 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**

- 4.4.1 SACC Manual Clause A0031T (2010-08-16), Basis of Selection – Mandatory Technical Criteria
- 4.4.2 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**

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 Mandatory Certifications Required Precedent to Contract Award**

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

#### **5.1.2 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.

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

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

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

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

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

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

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

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

The certifications listed below should be completed and submitted with the bid but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will 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.



### 5.2.1 OEM Certification

- 5.2.1.1 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.
- 5.2.1.2 If the hardware proposed by the Bidder originates with multiple OEMs, a separate OEM certification is required from each OEM.
- 5.2.1.3 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.

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

- 5.2.2.1 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.
- 5.2.2.2 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.



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

### **6.1 Security Requirements**

- 6.1.1** Any personnel working on-site must hold a valid Facility With Escort security clearance issued by RCMP Departmental Security. Security identification tags are picked up and dropped off on-site during the performance of all work on RCMP grounds. Government issued photo identification must be provided when picking up security identification tags.



## PART 7 RESULTING CONTRACT CLAUSES

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

### 7.1 Requirement

7.1.1 \_\_\_\_\_ (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

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.

For purposes of this contract the PWGSC policies referenced within the Standard Acquisitions Clauses and Conditions Manual are adopted as SSC policies.

#### 7.2.1 General Conditions:

7.2.1.1 2035 (2014-09-25), General Conditions - Higher 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”

#### 7.2.2 Supplemental General Conditions:

7.2.2.1 The following Supplemental General Conditions:

7.2.2.2 4001 (2015-04-01), Supplemental General Conditions - Hardware Purchase, Lease and Maintenance:

7.2.2.3 4003 (2010-08-16), Supplemental General Conditions - Licensed Software;

7.2.2.3.1 Section 08 is replaced as follows:

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.

7.2.2.4 4004 (2013-04-25), Supplemental General Conditions - Maintenance and Support Services for Licensed Software;

### 7.3 Security Requirement

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

### 7.4 Contract Period

**7.4.1 Contract Period:** The "Contract Period" is the entire period of time during which the Contractor is obliged to perform the Work, which includes:

7.4.1.1 The "Initial Contract Period", which begins within 20 days of contract award

7.4.1.2 The period during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.

**7.4.2 Option to Extend the Contract:**

7.4.2.1 The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two additional 12 month periods under the same 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.

7.4.2.2 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.

### 7.5 Delivery Date

All the deliverables must be received within 20 days of contract award.

Address to be provided upon Contract Award.

### 7.6 Authorities

#### 7.6.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Ron Dickie  
Title: Procurement Officer - Shared Services Canada  
Directorate: Procurement and Vendors Relations  
Address: 180 Kent St., 13-108, Ottawa, ON K1G 4A8  
Telephone: 613-410-8674  
E-mail address: ron.dickie@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.



### 7.6.2 Project Authority

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

The Project Authority for the Contract is:

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

The Project Authority is 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.

### 7.6.3 Contractor's Representative

The Contractor's Representative for the Contract is:

Name	
Title	
Company	
Address	
Telephone	
Facsimile	
Email address	

## 7.7 Payment

### 7.7.1 Basis of Payment

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

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

7.7.1.1 **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.

7.7.1.2 **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.





## **7.7.2 Limitation of Expenditure**

- 7.7.2.1 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.
- 7.7.2.2 No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum when:
  - 7.7.2.2.1 it is 75 percent committed, or
  - 7.7.2.2.2 4 months before the Contract expiry date, or
  - 7.7.2.2.3 as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
  - 7.7.2.2.4 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.

## **7.7.3 Method of Payment - Monthly Payment**

- 7.7.3.1 H1008C (2008-05-12), Monthly Payment

## **7.7.1 SACC Manual Clauses**

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

## **7.8 Invoicing Instructions**

- 7.8.1 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.
- 7.8.2 Invoices must be distributed as follows: The original and two (2) copies of the invoices and maintenance reports must be forwarded to the Project Authority as identified in the Contract under article 7.7 "Authorities".

## **7.9 Certifications**

- 7.9.1 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.

## **7.10 Applicable Laws**

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

## **7.11 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:

- 7.11.1 these Articles of Agreement, including any individual SACC clauses incorporated by reference in these Articles of Agreement;
- 7.11.2 supplemental general conditions, in the following order:
  - 7.11.2.1 4001; (2015-04-01) Hardware Purchase, Lease and Maintenance;
  - 7.11.2.2 4003; (2010-08-16) Licensed Software;
  - 7.11.2.3 4004; (2013-04-25) Maintenance and Support Services or Licensed Software;
- 7.11.3 general conditions 2035 (2015-07-03) General Conditions – Higher Complexity-Services;
- 7.11.4 Annex A, Statement of Work;
- 7.11.5 Annex B, Basis of Payment
- 7.11.6 the Contractor's bid dated \_\_\_\_\_ (*insert date of bid*), as amended \_\_\_\_\_ (*insert date(s) of amendment(s) if applicable*)
- 7.11.7 Annex H, SRCL

**7.12 Insurance Requirements**

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

**7.13 SACC Manual Clauses**

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

**7.14 Hardware**

- 7.14.1 With respect to the provisions of Supplemental General Conditions 4001:

Part IV of 4001 applies to the Contract (Additional Conditions: Lease)	Yes
Part V of 4001 applies to the Contract (Additional Conditions: Maintenance)	Yes
Delivery <sup>44</sup> Location	Refer to Part 7 Resulting Contract Clauses, Section 7.4.3 Delivery
Delivery Date	Refer to Part 7 Resulting Contract Clauses, Section 7.4.3 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	36 months
Option to Extend Lease Period	The Contractor grants to Canada an irrevocable option to extend the Lease Period by 2 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]

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

## 7.15 Training

**7.15.1** At the request of the client, the Contractor must provide 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.

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

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

**7.16.2** 1 hour to respond to a service call back;

**7.16.3** 4 hours from time of service call to have a technician at the print site if required; and

**7.16.4** 8 hours to resolve problem allowing IRB to continue operations at minimum 80% capacity, except on written agreement by the Identified User.



- 7.16.5** 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).
- 7.16.6** Upon commencing any maintenance services, the Contractor must work continuously in performing the maintenance until the printer being serviced is operative or until the client notifies the Contractor to suspend work.
- 7.16.7** 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.

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

- 7.17.1** To ensure a continuing acceptable level of service for the client's workload, the Contractor agrees that Canada may exercise the following remedial actions.
- 7.17.2** 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.
- 7.17.3** 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.
- 7.17.4** 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.
- 7.17.5** 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.
- 7.17.6** The application of any remedy shall not result in any increase in liability to Canada.
- 7.17.7** Process to Claim Remedy
  - 7.17.7.1** 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.
  - 7.17.7.2** Any such claim for a remedy must include reasonable documentation to support such claim.
  - 7.17.7.3** 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.
  - 7.17.7.4** 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.



7.17.7.5 Where the application of any remedy results in the requirement of the Contractor to provide additional reports or other documentation, then such reports or other written documentation must be provided within 30 days of receipt of the claim, by the Contractor.

#### **7.17.8 Definitions**

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

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

#### **7.17.9 Actual Remedies**

#### **7.17.10 Excessive Equipment Failure**

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

#### **7.17.11 Failure to Repair Equipment**

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

#### **7.17.12 Excessive Outage**

7.17.12.1 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:

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

#### **7.17.13 Failure to Respond to Remedial Equipment Failures**

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

#### **7.17.14 Spoilage of Copies**

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

#### **7.17.15 Additional client requirements**

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

7.17.15.2 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.



7.17.15.3 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.

## **7.18 Preventive Maintenance**

**7.18.1** 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.

## **7.19 Termination**

**7.19.1** Canada may at its option, with two weeks notice, terminate the use of any installed Hardware, where such termination would take effect at the end of the month following the two week notice period subject to the following conditions:

### **7.19.2 Termination Fees**

7.19.2.1 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.

7.19.2.2 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:

7.19.2.2.1 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;

7.19.2.2.2 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.

7.19.2.2.3 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.

7.19.2.2.4 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.

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

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





## ANNEX A

### STATEMENT OF WORK

The Royal Canadian Mounted Police, has a requirement for a 36 month lease of 2 monochrome (black and white) production rated printers and 1 colour production printer. This Contract is for the supply, delivery, and installation of the equipment, as well as the necessary training, in French and English, to allow users to access all of the required features of the equipment.

A total of 3 devices are required: 2 monochrome (black and white) production rated printers and 1 colour production printer which must meet the mandatory technical specifications as detailed below. The hard disk drive must be removed at the end of the lease, and will remain with RCMP.

Monthly lease to include preventative and remedial maintenance and the supply of imaging consumables and an electronic document management system (such as Fiery), etc.

#### A. Requirement

##### A1. Monochrome Devices

Both monochrome devices must meet the following mandatory requirements:

<b>A1.1</b>	Minimum 136 page per minute A4. 78 page per minute A3
<b>A1.2</b>	Document scanning. Minimum 240 ipm
<b>A1.3</b>	Double feed paper detection system
<b>A1.4</b>	Vacuum Feed & Air Assist Paper Feed Technology
<b>A1.5</b>	Duty Cycle minimum 3,240,000
<b>A1.6</b>	Automatic Density & Registration Adjustments
<b>A1.7</b>	Real-time Curl Adjustments
<b>A1.8</b>	Energy Star Version 3.0 compliant & IEC62368-1 safety standards
<b>A1.9</b>	350gsm capable
<b>A1.10</b>	1,200 X 1,200 dpi 8 bit
<b>A1.11</b>	Available internal cyclone style filter system for toner capture

##### A2. Monochrome Device #1

<b>A2.1</b>	Minimum 8,000 sheets of online paper
<b>A2.2</b>	In-line Cerlox or Wirebind hole punch capability
<b>A2.3</b>	In-line Perfect Bind: spec of 300 page
<b>A2.4</b>	In-line Staple Finisher: spec 100 sheet staple capability

##### A3. Monochrome Device #2

<b>A3.1</b>	Minimum 8,000 sheets of online paper
<b>A3.2</b>	in-line Automatic Density & Registration Adjustments
<b>A3.3</b>	In-line Multi-Fold & Multi-Punch. Spec: up to 6 different inline folding capabilities (center fold, tri-fold in/ out, z fold, double parallel, gate fold)
<b>A3.4</b>	In-line Saddle-Stitching. Spec: Up to 200 page booklet, with face-trim capabilities





<b>A3.5</b>	In-line Staple Finisher: Spec 100 sheet staple capability
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#### A4. Colour Device

The colour device must meet following mandatory requirements:

<b>A4.1</b>	Minimum 85 page per minute A4. 46 page per minute A3
<b>A4.2</b>	Document scanning. Minimum 240 ipm - Double feed paper detection system
<b>A4.3</b>	Vacuum Feed & Air Assist Paper Feed Technology
<b>A4.4</b>	Duty Cycle minimum 1,800,000
<b>A4.5</b>	Automatic Density & Registration Adjustments
<b>A4.6</b>	Real-time Curl Adjustments
<b>A4.7</b>	Energy Star Version 3.0 compliant & epeat Gold
<b>A4.8</b>	400gsm capable
<b>A4.9</b>	1,200 X 1,200 dpi 8 bit
<b>A4.10</b>	Minimum 9,260 sheets of on line paper
<b>A4.11</b>	Inline, closed loop quality management unit
<b>A4.12</b>	Cerlox or Wire bind hole punch capability
<b>A4.13</b>	Multi-Fold & Multi-Punch. Spec: up to 6 different inline folding capabilities (center fold, tri-fold in/out, z fold, double parallel, gate fold)
<b>A4.14</b>	Saddle-Stitch Unit with accessories. In-line full bleed saddle stitch booklet creation <ul style="list-style-type: none"> <li>o Creaser unit to prevent toner cracking</li> <li>o Square edge book spine</li> <li>o Trimming Unit for full bleed output</li> </ul>
<b>A4.15</b>	Staple Finisher. 100 Sheet Staple Capacity
<b>A4.16</b>	Fiery Image Controller - External Server <ul style="list-style-type: none"> <li>o Intel Core i5-4570s processor</li> <li>o 3.6 GHz quad core</li> <li>o 4GB RAM</li> <li>o 1 TB HOD</li> <li>o Platform - Fiery 80</li> </ul>
<b>A4.17</b>	Operating System - Windows 10

#### A5. Maintenance Requirement

The following requirements must be met:

<b>A5.1</b>	Monthly lease to include preventative and remedial maintenance and the supply of imaging consumables and an electronic document management system (such as Fiery), etc.
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**ANNEX B**

**BASIS OF PAYMENT**

**B1. MONOCHROME DEVICES**

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

**Monochrome Devices:** \_\_\_\_\_ (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	
		12 months	24 months	36 months	Option 1 12 months	Option 2 12 Months
<b>Base Unit Model Name:</b>		\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$
<b>TOTAL FMR</b>		\$	\$	\$	\$	\$

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

**B2. COLOUR DEVICE**

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

**Colour Device:** \_\_\_\_\_ (insert device model)

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

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



**B3. Cost Per Copy/Print (CPC)**

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

	Cost per Copy/print (Initial lease period)	Cost per Copy/print (Option Year 1)	7.20 Cost per Copy/print (Option Year 2)
<b>Monochrome Cost per Copy/Print (CPC) (Estimated usage* is 150,000 copies per month)</b>	\$ _____	\$ _____	\$ _____

	Cost per Copy/print (Initial lease period)	Cost per Copy/print (Option Year 1)	Cost per Copy/print (Option Year 2)
<b>Colour Cost per Copy/Print (CPC) (Estimated usage* is 30,000 copies per month)</b>	\$ _____	\$ _____	\$ _____

	Cost per Copy/print (Initial lease period)	Cost per Copy/print (Option Year 1)	Cost per Copy/print (Option Year 2)
<b>Monochrome Cost per Copy/Print (CPC) for Colour device (Estimated usage* is 20,000 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 G- Substantiation of Technical Compliance.

Bidders must demonstrate how they meet each criteria specified in Annex G

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

**C2. FINANCIAL EVALUATION**

Bidders must submit a completed Annex B. Please review and fill out the following evaluation criteria.

While Canada aims to issue a contract with a 36 month lease period, Canada reserves the right to issue the initial contract for a shorter lease period (12 or 24 months) if the rate for the shorter lease period is more financially advantageous than the 60 month lease period.

<b>C2.1 Monochrome Device</b>	
FMR 36 months x 36 months x 0.25 (Rated Criteria Discount)	\$
FMR 24 months x 24 months x 0.25	\$
FMR 12 months x 24 months x 0.25	\$
FMR Option 1 x Additional 12 months x 0.50	\$
FMR Option 2 x Additional 12 months x 0.50	\$
Monochrome CPC initial lease period x 150,000 pages/month x 36 months	\$
Monochrome CPC option years x 150,000 pages/month x 12 months	\$
Monochrome CPC option years x 150,000 pages/month x 12 months	\$

<b>C2.2 Colour Device</b>	
FMR 36 months x 36 months x 0.25 (Rated Criteria Discount)	\$
FMR 24 months x 24 months x 0.25	\$
FMR 12 months x 12 months x 0.25	\$
FMR Option 1 x Additional 12 months x 0.50	\$
FMR Option 2 x Additional 12 months x 0.50	\$
Colour CPC initial lease period x 30,000 pages/month x 36 months	\$
Colour CPC option years x 30,000 pages/month x 12 months	\$
Colour CPC option years x 30,000 pages/month x 12 months	\$
Monochrome CPC initial lease period x 20,000 pages/month x 36 months	\$
Monochrome CPC option years x 20,000 pages/month x 12 months	\$
Monochrome CPC option years x 20,000 pages/month x 12 months	\$



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

**\*Rated Criteria Discount for the Monochrome device:**

The FMR for the **Monochrome device** will be decreased by a **maximum of 2%**, calculated by the total of the discounts for the following factors:

(R1) **Data overwrite security system** for the controller's hard disk drive, with encryption for documents stored on the drive is included, then a 2% discount will be applied to the Evaluated Price.

**\*\*Rated Criteria Discount for the Colour device:**

The FMR for the **Colour device** will be decreased by a **maximum of 7%**, calculated by the total of the discounts for the following factors:

(R1) **Data overwrite security system** for the controller's hard disk drive, with encryption for documents stored on the drive is included, then a 2% discount will be applied to the Evaluated Price;

(R2) **Print controller** includes paper catalogue that retains print and registration settings for various types of non-manufacturer specific media for call-up from either the control panel or print driver, then a 1% discount will be applied to the Evaluated Price.

(R3) **Print speed** for duplex printing on 11x17-inch stock under 216 gsm does not drop below 100% of rated speed and the print speed for heavier stock during duplex printing does not drop below 70% of rated speed, then a 1% discount will be applied to the Evaluated Price;

(R4) **Oil-free toner** permitting overprinting by digital laser systems is included, then a 1% discount will be applied to the Evaluated Price;

(R5) **Includes a second fuser unit** for replacement by trained users on location to reduce downtime from equipment failure and allow media width matching, then a 1% discount will be applied to the Evaluated Price; and

(R6) **Has the ability** for a trained user to swap out fifth toner colour with other available colours, then a 1% discount will be applied to the Evaluated Price.

**Note:** These discounts are for Evaluated Price only and do not affect the Basis of Payment.

**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

### 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 **Regina, SK** 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 Royal Canadian Mounted Police's environment with Royal Canadian Mounted Police'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 E  
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> <b>[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.]</b>						
<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".	<p>Is the Bidder a FPS in receipt of a pension as defined in the bid solicitation? Yes ____ No ____</p> <p>If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant Certification"</p> <hr/> <p>Is the Bidder a FPS who received a lump sum payment under the terms of the work force adjustment directive? Yes ____ No ____</p> <p>If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant Certification"</p>					
<b>Canadian Content Certification</b>  As described in the solicitation, bids with at least 80% Canadian content are being given a preference.  [For the definition of Canadian goods and services, consult the PWGSC SACC clause A3050T]	<p>On behalf of the bidder, by signing below, I confirm that <i>[check the box that applies]</i>:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">At least 80 percent of the bid price consists of Canadian goods and services (as defined in the solicitation)</td> <td style="width: 20%;"></td> </tr> <tr> <td>Less than 80 percent of the bid price consists of Canadian goods and services (as defined in the solicitation)</td> <td></td> </tr> </table>		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)	
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>[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.]</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 F  
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 G  
SUBSTANTIATION OF TECHNICAL COMPLIANCE FORM**

**EQUIPMENT REQUIREMENT**

The printer must meet the following mandatory requirements:

**A1. Monochrome Devices:** \_\_\_\_\_ *(insert model names)*

**MANDATORY CRITERIA**

<b>A1.</b>	<b>Monochrome Device Specifications (Both)</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.
A1.1	Minimum 136 page per minute A4. 78 page per minute A3	Y/N		
A1.2	Document scanning. Minimum 240 ipm	Y/N		
A1.3	Double feed paper detection system	Y/N		
A1.4	Vacuum Feed & Air Assist Paper Feed Technology	Y/N		
A1.5	Duty Cycle minimum 3,240,000	Y/N		
A1.6	Automatic Density & Registration Adjustments	Y/N		
A1.7	Real-time Curl Adjustments	Y/N		
A1.8	Energy Star Version 3.0 compliant & IEC62368-1 safety standards	Y/N		
A1.9	350gsm capable	Y/N		
A1.10	1,200 X 1,200 dpi 8 bit	Y/N		
A1.11	Available internal cyclone style filter system for toner capture	Y/N		

**A2. Monochrome Device #1:** \_\_\_\_\_ *(insert model name)*



A2.	Colour Device Specifications	Comply (Yes/No)	Substantiation Simply repeating the statement contained in the bid solicitation is not sufficient. Bidders please describe how the devices meet the mandatory criteria.	Reference Bidders please clearly indicate where supporting documentation can be found in the bid.
A2.1	Minimum 8,000 sheets of online paper (PF-709)	Y/N		
A2.2	In-line Cerlox or Wirebind hole punch capability	Y/N		
A2.3	In-line Perfect Bind: spec of 300 page	Y/N		
A2.4	In-line Staple Finisher: spec 100 sheet staple capability (	Y/N		

A3. Monochrome Device #2: \_\_\_\_\_ (insert model name)

A3.	Monochrome Device #2	Comply (Yes/No)	Substantiation Simply repeating the statement contained in the bid solicitation is not sufficient. Bidders please describe how the following mandatory criteria will be met.	Reference Bidders please clearly indicate where supporting documentation can be found in the bid.
A3.1	Minimum 8,000 sheets of online paper	Y/N		
A3.2	in-line Automatic Density & Registration Adjustments	Y/N		
A3.3	In-line Multi-Fold & Multi-Punch. Spec: up to 6 different inline folding capabilities	Y/N		
A3.4	In-line Saddle-Stitching. Spec: Up to 200 page booklet, with face-trim capabilities	Y/N		
A3.5	In-line Staple Finisher: Spec 100 sheet staple capability	Y/N		

A4. Colour Device: \_\_\_\_\_ (insert model name)



A4.	Colour Device	Comply (Yes/No)	<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.
A4.1	Accurio C6085	Y/N		
A4.2	Minimum 85 page per minute A4. 46 page per minute A3	Y/N		
A4.3	Document scanning. Minimum 240 ipm - Double feed paper detection system	Y/N		
A4.4	Vacuum Feed & Air Assist Paper Feed Technology	Y/N		
A4.5	Duty Cycle minimum 1,800,000	Y/N		
A4.6	Automatic Density & Registration Adjustments	Y/N		
A4.7	Real-time Curl Adjustments	Y/N		
A4.8	Energy Star Version 3.0 compliant & epeat Gold	Y/N		
A4.9	400gsm capable	Y/N		
A4.10	1,200 X 1,200 dpi 8 bit	Y/N		
A4.11	Minimum 9,260 sheets of on line paper	Y/N		
A4.12	Inline, closed loop quality management unit	Y/N		
A4.13	Cerlox or Wire bind hole punch capability	Y/N		
A4.14	Multi-Fold & Multi-Punch. Spec: up to 6 different inline folding capabilities (FD-503) (center fold, tri-fold in/out, z fold, double parallel, gate fold)	Y/N		
A4.15	Saddle-Stitch Unit with accessories. In-line full bleed saddle stitch booklet creation <ul style="list-style-type: none"> <li>o Creaser unit to prevent toner cracking</li> <li>o Square edge book spine</li> <li>o Trimming Unit for full bleed output</li> </ul>	Y/N		



A4.16	Staple Finisher. 100 Sheet Staple Capacity	Y/N		
A4.17	Fiery Image Controller - External Server <ul style="list-style-type: none"><li>o Intel Core i5-4570s processor</li><li>o 3.6 GHz quad core</li><li>o 4GB RAM</li><li>o 1 TB HOD</li><li>o Platform - Fiery 80</li></ul>	Y/N		
A4.18	Operating System - Windows 10	Y/N		

<b>A5.</b>	<b>Maintenance 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.
A5.1	Monthly lease to include preventative and remedial maintenance and the supply of imaging consumables and an electronic document management system (such as Fiery), etc.	Y/N		